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PUBLIC SERVICE
COMMISSION

RECEIVED

JUL 16 2008

July 16, 2008

Ms. Stephanie L. Stumbo, Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

VIA HAND DELIVERY


RE: **Application of Kentucky RSA No. 1 Partnership d/b/a Verizon
Wireless, for Issuance of a Certificate of Public Convenience and
Necessity to Construct an Additional Facility at 1834 Barlow Road,
Wickliffe, Ballard County, Kentucky ("Application")
PSC Case No. 2008-00272 (The Wickliffe DT Facility)**

Dear Ms. Stumbo:

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

Enclosed please find one original and three copies of the Application. Any comments or questions in regard to the Application should be forwarded to the undersigned. Thank you for your assistance in this matter.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

RECEIVED

APPLICATION OF KENTUCKY RSA NO. 1)
PARTNERSHIP D/B/A VERIZON WIRELESS FOR)
ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
AN ADDITIONAL CELL FACILITY AT 1834 BARLOW)
ROAD, WICKLIFFE, BALLARD COUNTY,)
KENTUCKY IN THE KENTUCKY RURAL SERVICE)
AREA NO. 1 WHICH INCLUDES FULTON,)
HICKMAN, CARLISLE, BALLARD, McCracken,)
GRAVES, MARSHALL AND CALLOWAY COUNTIES)

JUL 16 2008

PUBLIC SERVICE
COMMISSION

Case No. 2008-00272

(THE WICKLIFFE DT CELL FACILITY)

APPLICATION

Kentucky RSA No. 1 Partnership, a Delaware general partnership ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Kentucky RSA No. 1 Partnership, c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, (908)306-7000, having a local address of 2441 Holloway Road, Louisville, KY 40299, (502) 552-0330.

2. The Applicant is a Delaware general partnership whose general partner is Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, and is therefore not subject to the Articles of Incorporation filing requirements set forth in 807 KAR 5:063 § 1(1)(a) and 807 KAR 5:001 § 8(1)(3). It is a successor in interest to GTE Wireless of the Mid-West Incorporated and GTE Wireless of the South Incorporated,

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

3. The Applicant proposes to construct an additional cellular facility in Ballard County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Two sets of project drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included in the drawings and on the Survey (scale: 1" = 200'). A reduced copy of the Survey is attached as **Exhibit B**. The Survey is signed and sealed by Ralph Wallem, a professional registered surveyor in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit C**. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by Alt & Witsig Engineering, Inc. of Carmel, Indiana, dated April 10, 2008 is attached as **Exhibit D**. The geotechnical

investigation report is signed and sealed by David C. Harness, P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

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

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

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

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

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

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

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

in Kentucky.

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

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

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

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

12. The Federal Aviation Administration ("FAA") determined on May 28, 2008, 2007 that the proposed construction would not exceed FAA obstruction standards and

would not be a hazard to air navigation. The determination from the FAA is attached as **Exhibit F**. An application to the Kentucky Airport Zoning Commission ("KAZC") was filed on April 22, 2008, a copy of which is additionally attached as **Exhibit G**. Upon receiving a determination from the KAZC, the applicant will forward a copy of such determination as a supplement to this application.

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

14. The Cell Facility will be located at 1834 Barlow Road, Wickliffe, Ballard County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Ballard County, Kentucky. The Cell Facility's coordinates are: Latitude: 36° 59' 01.14774" N; Longitude: 89° 04' 29.25707" W.

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

From Wickliffe proceed north on State Road 60 (Ballard Road) for approximately 1 mile to "Altenburg Hardwood Lumber" road sign, turn right (east) and cross creek. Site located on north side of gravel road.

The telephone number for the person preparing the directions is **812-345-1557** and the individual's name is Steve Qualley. The Survey identifies every structure within

500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less than one (1) inch equals 200'.

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

17. The site for the proposed Facility is agricultural. The area is rural in nature.

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

19. The site for the Cell Facility is to be leased from James K. Reeves of Wickliffe, Kentucky. A copy of the Land Lease Agreement is attached as **Exhibit J**.

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

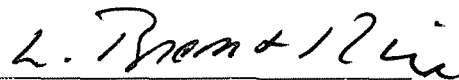
21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company

will obtain funds through short-term loans payable within two years.

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

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

Respectfully submitted,



W. Brent Rice
McBRAYER, McGINNIS, LESLIE &
KIRKLAND, PLLC
201 East Main Street, Suite 1000
Lexington, KY 40507
Phone: 859/231-8780
COUNSEL FOR KENTUCKY RSA
NO. 1 PARTNERSHIP

LIST OF EXHIBITS

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

JACKSON & KELLY PLLC

ATTORNEYS AT LAW

175 EAST MAIN STREET

P. O. BOX 2150

LEXINGTON, KENTUCKY 40508-2150 40588-9945

TELEPHONE 606-255-9500

TELECOPIER 606-281-6478

<http://www.jacksonkelly.com>

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

100 FOXCROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25402
TELEPHONE 304-283-4800

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

6000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-519-3000

1000 TECHNOLOGY DRIVE
FAIRMONT, WEST VIRGINIA 26534
TELEPHONE 304-348-2000

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

1144 MARKET STREET
WEAVER, WEST VIRGINIA 26049
TELEPHONE 304-233-4000

1960 LINCOLN STREET
DENVER, COLORADO 80214
TELEPHONE 303-740-0003

2401 PENNSYLVANIA AVENUE, N.E.
WASHINGTON, D.C. 20017
TELEPHONE 202-873-0200

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

July 5, 2000

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

JUL 05 2000

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

Dear Mr. Huelsmann:

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

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

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

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

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

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

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

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

Sincerely yours,



Jeffrey J. Yost

JJY:bsh

c: Mr. Francis Malnati
Mr. Carl Povelites

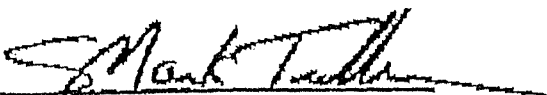
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P.S.C. Adoption Notice No. 1

ADOPTION NOTICE

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

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

By: 

S. Mark Tuller

Vice President, Legal and External Affairs and General Counsel

Celco Partnership d/b/a Verizon Wireless

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

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

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

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 10 2000

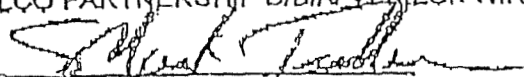
PURSUANT TO 807 KAR 6.011,
SECTION 9 (1)

BY: Stephen O. Bill
SECRETARY OF THE COMMISSION

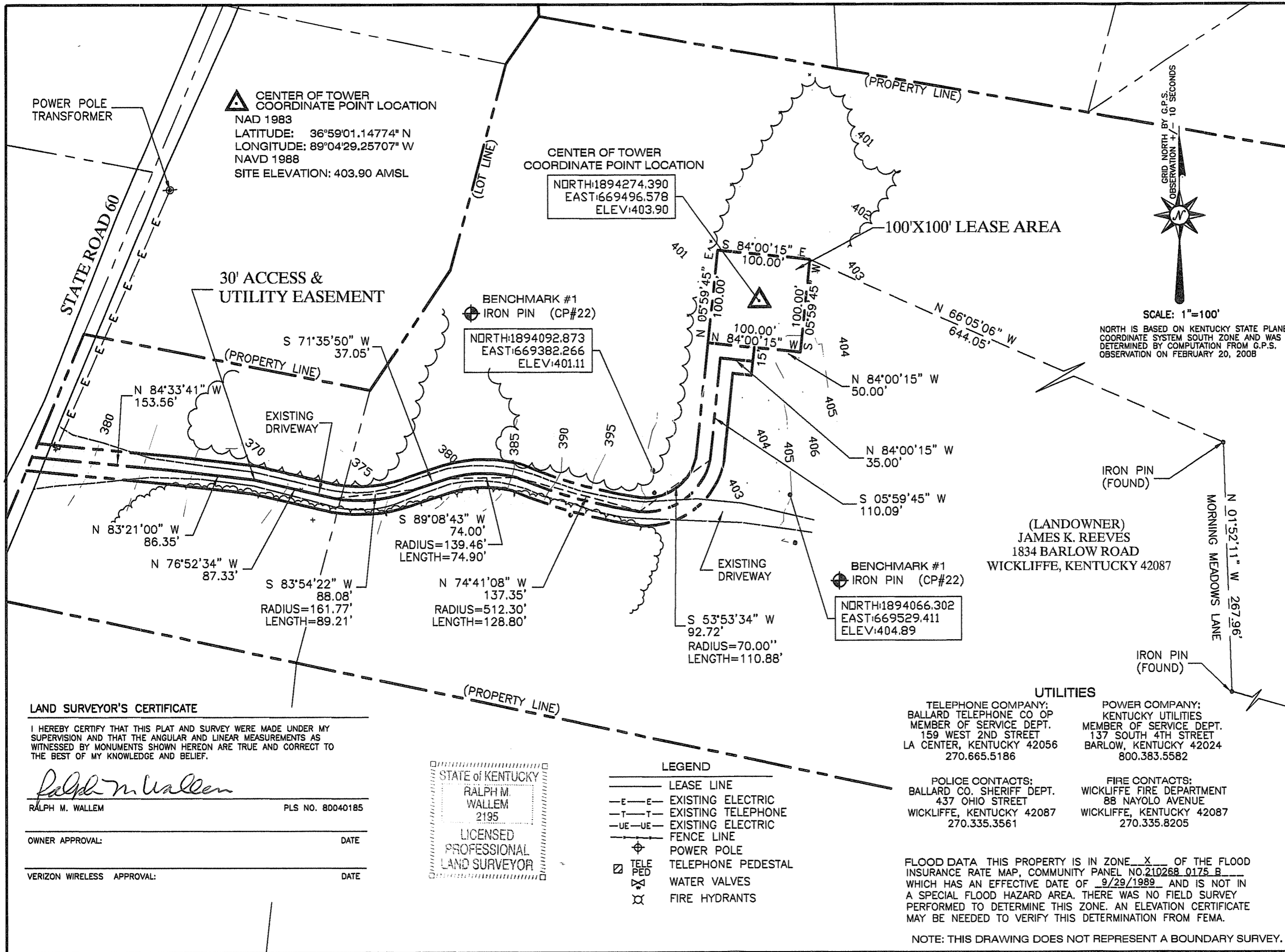
ISSUED: JULY 6, 2000

EFFECTIVE: JULY 10, 2000

CELCO PARTNERSHIP D/B/A/ VERIZON WIRELESS

BY: 

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



verizon wireless
 250 EAST 96th STREET
 INDIANAPOLIS, INDIANA 46240
 GTE KENTUCKY RSA NO. 1 PARTNERSHIP

GPD ASSOCIATES
 GLAUS PYLE SCHOMER
 BURNS & COVALE, INC.
 6275 Allison Pointe Trail, Suite 220, Indianapolis, Indiana 46250
 317-299-2996, Fax 317-293-1331

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 318 North Main Street
 P.O. Box 5
 Huntingburg, Indiana 47542
 Phone: (812) 683-3049
 Fax: (812) 883-2040
 e-mail: benchmark@insightbb.com

SITE NUMBER:
 WICKLIFFE DOWNTOWN

SITE NAME:
 WICKLIFFE DOWNTOWN

SITE ADDRESS:
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087

LEASE AREA:
 10000 SQ. FT.

PROPERTY OWNER:
 JAMES K. REEVES
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087

MAP NUMBER:
 18-42-01, 18-41-01

COUNTY:
 BALLARD COUNTY

SOURCE OF TITLE:
 DEED BK 14, PG 28570
 DEED BK 23, PG 47604

LATITUDE: 36°59'01.14774" N
LONGITUDE: 89°04'29.25707" W

DWG BY: GVW
CHKD BY: RMW
DATE: 2.27.08

NO.	REVISION/ISSUE	DATE:

TITLE:
 SURVEY PLAN

SHEET:
 C-2

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ralph M. Wallem
 RALPH M. WALLEM PLS NO. 80040185

OWNER APPROVAL: _____ DATE _____

VERIZON WIRELESS APPROVAL: _____ DATE _____

STATE OF KENTUCKY
 RALPH M. WALLEM
 2195
 LICENSED PROFESSIONAL LAND SURVEYOR

- LEGEND**
- LEASE LINE
 - E-E- EXISTING ELECTRIC
 - T-T- EXISTING TELEPHONE
 - UE-UE- EXISTING ELECTRIC FENCE LINE
 - ⊕ POWER POLE
 - ⊞ TELE PED
 - ⊗ WATER VALVES
 - ⊘ FIRE HYDRANTS

UTILITIES

TELEPHONE COMPANY:
 BALLARD TELEPHONE CO OP
 MEMBER OF SERVICE DEPT.
 159 WEST 2ND STREET
 LA CENTER, KENTUCKY 42056
 270.665.5186

POWER COMPANY:
 KENTUCKY UTILITIES
 MEMBER OF SERVICE DEPT.
 137 SOUTH 4TH STREET
 BARLOW, KENTUCKY 42024
 800.383.5582

POLICE CONTACTS:
 BALLARD CO. SHERIFF DEPT.
 437 OHIO STREET
 WICKLIFFE, KENTUCKY 42087
 270.335.3561

FIRE CONTACTS:
 WICKLIFFE FIRE DEPARTMENT
 88 NAYOLO AVENUE
 WICKLIFFE, KENTUCKY 42087
 270.335.8205

FLOOD DATA THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 210268_0175_B WHICH HAS AN EFFECTIVE DATE OF 9/29/1989 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. THERE WAS NO FIELD SURVEY PERFORMED TO DETERMINE THIS ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION FROM FEMA.

NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

DESCRIPTION OF LEASE AREA

A TRACT OF LAND LYING ON THE EAST SIDE OF U. S. HIGHWAY 60 AND BEING APPROXIMATELY ONE MILE NORTH OF WICKLIFFE, KENTUCKY, ON A PARCEL OF LAND OWNED BY JAMES K. REEVES, AS RECORDED IN CABINET 1, DRAWER 22, CARD 45665 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER POST AT DEED CORNER TO REEVES PROPERTY; THENCE NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST 164.18 FEET TO AN IRON PIN FROM A PREVIOUS SURVEY; SAID POINT BEING THE NORTH RIGHT OF WAY LINE OF A 40 FOOT ROADWAY; THENCE ALONG SAID RIGHT OF WAY; SOUTH 79 DEGREES 37 MINUTES 47 SECONDS WEST 96.10 FEET; THENCE ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 88 DEGREES 42 MINUTES 06 SECONDS WEST WITH A RADIUS OF 343.22 FEET A DISTANCE ALONG THE ARC OF 106.69 FEET; THENCE NORTH 82 DEGREES 13 MINUTES 30 SECONDS WEST 120.99 FEET TO AN IRON PIN FOUND THIS SURVEY ALONG THE EAST RIGHT OF WAY LINE OF A RECORDED 4.374 ACRE PARCEL; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 07 DEGREES 34 MINUTES 14 SECONDS WEST (NORTH 01 DEGREES 532 MINUTES 11 SECONDS WEST KENTUCKY STATE PLANE SOUTH COORDINATES) AND BASIS OF BEARINGS A DISTANCE OF 267.96 FEET TO AN IRON PIN FOUND THIS SURVEY; THENCE NORTH 66 DEGREES 05 MINUTES 06 SECONDS WEST 644.05 FEET TO THE NORTHEASTERN MOST CORNER OF THIS LEASE AREA DESCRIPTION AND TRUE PLACE OF BEGINNING; THENCE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 100.00; THENCE NORTH 84 DEGREES 00 MINUTES 15 SECONDS WEST 100.00 FEET; THENCE NORTH 05 DEGREES 59 MINUTES 45 SECONDS EAST 100.00 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 15 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET, (0.229 ACRES) MORE OR LESS.

DESCRIPTION OF 30' ACCESS AND UTILITY EASEMENT

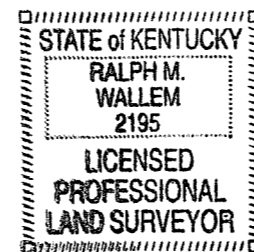
A TRACT OF LAND LYING ON THE EAST SIDE OF U. S. HIGHWAY 60 AND BEING APPROXIMATELY ONE MILE NORTH OF WICKLIFFE, KENTUCKY, ON A PARCEL OF LAND OWNED BY JAMES K. REEVES, AS RECORDED IN CABINET 1, DRAWER 22, CARD 45665 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER POST AT DEED CORNER TO REEVES PROPERTY; THENCE NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST 164.18 FEET TO AN IRON PIN SET FROM A PREVIOUS SURVEY; SAID POINT BEING THE NORTH RIGHT OF WAY LINE OF A 40 FOOT ROADWAY; THENCE ALONG SAID RIGHT OF WAY; SOUTH 79 DEGREES 37 MINUTES 47 SECONDS WEST 96.10 FEET; THENCE ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 88 DEGREES 42 MINUTES 06 SECONDS WEST WITH A RADIUS OF 343.22 FEET A DISTANCE ALONG THE ARC OF 106.69 FEET; THENCE NORTH 82 DEGREES 13 MINUTES 30 SECONDS WEST 120.99 FEET TO AN IRON PIN FOUND THIS SURVEY ALONG THE EAST RIGHT OF WAY LINE OF A RECORDED 4.374 ACRE PARCEL; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 07 DEGREES 34 MINUTES 14 SECONDS WEST (NORTH 01 DEGREES 532 MINUTES 11 SECONDS WEST KENTUCKY STATE PLANE SOUTH COORDINATES) AND BASIS OF BEARINGS A DISTANCE OF 267.96 FEET TO AN IRON PIN FOUND THIS SURVEY; THENCE NORTH 66 DEGREES 05 MINUTES 06 SECONDS WEST 644.05 FEET TO THE NORTHEASTERN MOST CORNER OF THIS LEASE AREA DESCRIPTION; THENCE ALONG THE EAST LINE OF SAID LEASE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 100.00 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 15 SECONDS WEST 50.00 FEET; THENCE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 15.00 FEET TO THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ON AND ALONG A LINE 15.00 FEET ON EITHER SIDE OF THE FOLLOWING; NORTH 84 DEGREES 00 MINUTES 15 SECONDS WEST 35.00 FEET; THENCE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 110.09 FEET; THENCE ON AND ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 53 DEGREES 53 MINUTES 34 SECONDS WEST 92.72 FEET AND A RADIUS OF 70.00 FEET A DISTANCE ALONG THE ARC OF 110.88 FEET; THENCE ON AND ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF NORTH 74 DEGREES 41 MINUTES 08 SECONDS WEST 137.35 FEET AND A RADIUS OF 512.30 FEET A DISTANCE ALONG THE ARC OF 128.80 FEET; THENCE ON AND ALONG A CURVE TO THE LEFT AND HAVING A CHORD OF SOUTH 89 DEGREES 08 MINUTES 43 SECONDS WEST 74.00 FEET AND A RADIUS OF 139.46 FEET A DISTANCE ALONG THE ARC OF 74.90 FEET; THENCE SOUTH 71 DEGREES 35 MINUTES 50 SECONDS WEST 37.05 FEET; THENCE ON AND ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 83 DEGREES 54 MINUTES 22 SECONDS WEST 88.08 FEET AND HAVING A RADIUS OF 161.77 FEET A DISTANCE ALONG THE ARC OF 89.21 FEET; THENCE NORTH 76 DEGREES 52 MINUTES 34 SECONDS WEST 87.33 FEET; THENCE NORTH 83 DEGREES 21 MINUTES 00 SECONDS WEST 86.35 FEET; THENCE NORTH 84 DEGREES 33 MINUTES 41 SECONDS WEST A DISTANCE OF 153.56 TO THE CENTER OF AN EXISTING ROADWAY.

THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE CENTER OF SAID ROADWAY.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.




Ralph M. Wallem
RALPH M. WALLEM

PLS NO. 80040185


OWNER APPROVAL: _____ DATE _____

VERIZON WIRELESS APPROVAL: _____ DATE _____


NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.



250 EAST 96th STREET
INDIANAPOLIS, INDIANA 46240
GTE KENTUCKY RSA NO. 1 PARTNERSHIP



CLAUS PYLE SCHOMER
BURKS & DEHAVEN, INC.
6276 Allison Pahlke Trl., Suite 220, Indianapolis, Indiana 46260
317-299-2996, Fax 317-293-1331



Consulting Engineers
Land Surveyors
318 North Main Street
P.O. Box 5
Huntingburg, Indiana 47542
Phone: (812) 883-3049
Fax: (812) 883-2040
e-mail: benchmark@inlightbb.com

SITE NUMBER:
WICKLIFFE DOWNTOWN

SITE NAME:
WICKLIFFE DOWNTOWN

SITE ADDRESS:
1834 BARLOW ROAD
WICKLIFFE, KENTUCKY 42087

LEASE AREA:
10000 SQ. FT.

PROPERTY OWNER:
JAMES K. REEVES
1834 BARLOW ROAD
WICKLIFFE, KENTUCKY 42087

MAP NUMBER:
18-42-01, 18-41-01

COUNTY:
BALLARD COUNTY

SOURCE OF TITLE:
DEED BK 14, PG 28570
DEED BK 23, PG 47604

LATITUDE: 36°59'01.14774" N
LONGITUDE: 89°04'29.25707" W

DWG BY:	CHRD BY:	DATE:
GVW	RMW	2.27.08

NO.	REVISION/ISSUE	DATE:

TITLE:
SURVEY PLAN

SHEET:
C-2a

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ralph M. Wallem

RALPH M. WALLEM PLS NO. 80040185

OWNER APPROVAL: _____ DATE _____

VERIZON WIRELESS APPROVAL: _____ DATE _____

STATE OF KENTUCKY
RALPH M. WALLEM
 2195
LICENSED PROFESSIONAL LAND SURVEYOR

▲ CENTER OF TOWER COORDINATE POINT LOCATION
 NAD 1983
 LATITUDE: 36°59'01.14774" N
 LONGITUDE: 89°04'29.25707" W
 NAVD 1988
 SITE ELEVATION: 403.90 AMSL

BJ & MARTHA DENNIS
 1338 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-42

DAVID CARTER
 1394 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-41

RONALD CLAY HELEN BLANKENSHIP
 1470 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-39-01

RONALD CLAY HELEN BLANKENSHIP
 1470 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-39-01

DONALD E. & LINDA D. RUSHING
 P.O. BOX 66
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-39-04

JAMES K. REEVES
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-39

JAMES K. REEVES
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-41-01

JAMES K. REEVES
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-41-02

DAVID COURTNEY
 833 BETHEL STREET
 PADUCAH, KENTUCKY 42003
 PARCEL NO. 18-34-01

JAMES K. REEVES
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087
 PARCEL NO. 18-43-02



SCALE: 1"=200'
 NORTH IS BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON FEBRUARY 20, 2008

STATE ROAD 60

CENTER OF TOWER COORDINATE POINT LOCATION
 100'X100' LEASE AREA

30' ACCESS & UTILITY EASEMENT

NOTE: LOCATION OF BUILDINGS TAKEN FROM AERIAL PHOTOGRAPHY.
 NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

verizon wireless
 250 EAST 96th STREET
 INDIANAPOLIS, INDIANA 46240
 GTE KENTUCKY RSA NO. 1 PARTNERSHIP

GPD ASSOCIATES
GLAUS POLE SCHOMER BURNS & SCHAEFER, INC.
 8275 Allison Pointe Trail, Suite 220, Indianapolis, Indiana 46250
 317-299-2998, Fax 317-293-1331

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 318 North Main Street
 P.O. Box 5
 Huntingburg, Indiana 47542
 Phone: (812) 683-3049
 Fax: (812) 683-2040
 e-mail: benchmark@insightbb.com

SITE NUMBER:
 WICKLIFFE DOWNTOWN

SITE NAME:
 WICKLIFFE DOWNTOWN

SITE ADDRESS:
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087

LEASE AREA:
 10000 SQ. FT.

PROPERTY OWNER:
 JAMES K. REEVES
 1834 BARLOW ROAD
 WICKLIFFE, KENTUCKY 42087

MAP NUMBER:
 18-42-01, 18-41-01

COUNTY:
 BALLARD COUNTY

SOURCE OF TITLE:
 DEED BK 14, PG 28570
 DEED BK 23, PG 47604

LATITUDE: 36°59'01.14774" N
LONGITUDE: 89°04'29.25707" W

DWG BY:	CHKD BY:	DATE:
GVW	RMW	2.28.08

NO.	REVISION/ISSUE	DATE:

TITLE:
 500' RADIUS MAP

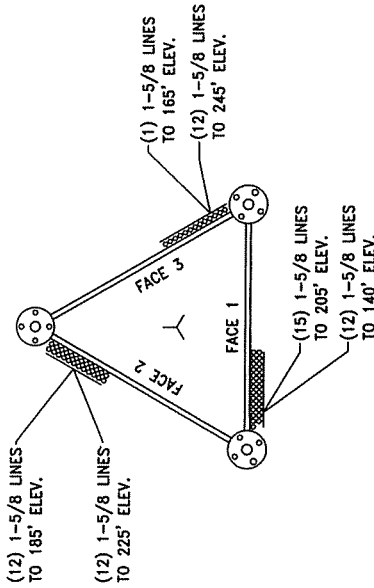
SHEET:
 1 OF 1

MEMBER CHART

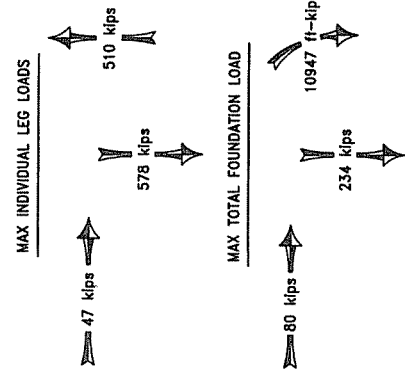
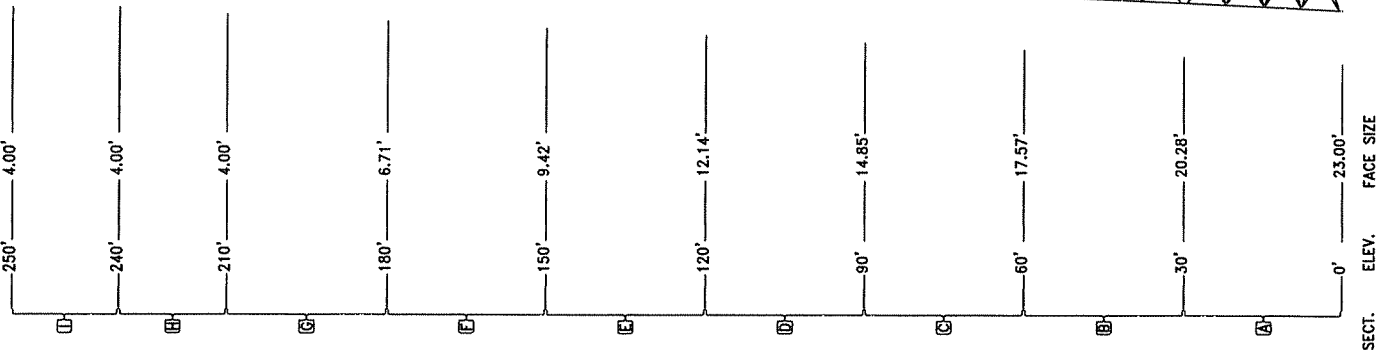
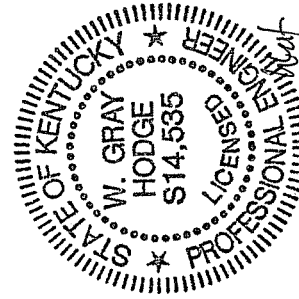
SECTION	ELEVATION	FACE SIZE	LEGS	GIRTS		SECTION WEIGHT (lbs.)
				DIAGONALS	HORIZONTALS	
A	0' - 30'	23.00' - 20.28'	4-3/4	L 4 x 4 x 5/16	N/A	10775
B	30' - 60'	20.28' - 17.57'	4-3/4	L 4 x 4 x 1/4	N/A	9375
C	60' - 90'	17.57' - 14.85'	4-1/2	L 3-1/2 x 3-1/2 x 1/4	N/A	8050
D	90' - 120'	14.85' - 12.14'	4-1/4	L 3 x 3 x 1/4	N/A	6850
E	120' - 150'	12.14' - 9.42'	4	L 3 x 3 x 3/16	N/A	5600
F	150' - 180'	9.42' - 6.71'	3-3/4	L 2-1/2 x 2-1/2 x 3/16	N/A	4675
G	180' - 210'	6.71' - 4.00'	3-1/4	L 2-1/2 x 2-1/2 x 3/16	N/A	3675
H	210' - 230'	4.00'	2-1/4	S.R. 3/4	S.R. 3/4	1775
I	230' - 250'	4.00'	1-3/4	S.R. 3/4	S.R. 3/4	1250

MATERIAL SPEC CHART

DESC.	MATR'L SPEC.	MIN. YIELD (ksi)
WELDED SECTIONS		
LEGS	A-572 GRADE 50	50
INNER MEAL	A-572 GRADE 50	50
FLANGE PL	A-572 GRADE 50	50
ROLLED X-BRACED SECTIONS		
LEGS	MTWMS GRADE 58	58
INNER MEAL	A-36	36
FLANGE PL	A-372 GRADE 50	50
LEG PAD PL	A-36	36



FEEDLINE DISTRIBUTION INFORMATION
THE TOWER STRUCTURE IS DESIGNED ACCORDING TO THE FEEDLINE DISTRIBUTION INFORMATION PROVIDED.

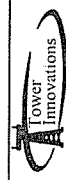


ANTENNA INFORMATION

ANTENNA	ELEVATION	LINE
(4) LPD-7905/8/102	245'	(8) 1-5/8
(2) LPD-7905/8-5	245'	(4) 1-5/8
(12) LPD-7905/8	225'	1-5/8
(12) LPD-7905/8	205'	(15) 1-5/8
(12) LPD-7905/8	185'	1-5/8
(1) PAR8-59	165'	1-5/8
(12) LPD-7905/8	140'	1-5/8

DESIGN & DRAWING NOTES:

- SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ILLUSTRATION.
- TOWER DESIGNED FOR EXPOSURE C TO THE TIA-222-G STANDARD.
- TOWER DESIGNED FOR A 90 MPH BASIC WIND IN ACCORDANCE WITH THE TIA-222-G STANDARD.
- TOWER IS ALSO DESIGNED FOR A 30 MPH BASIC WIND WITH 1.00" ICE. ICE IS CONSIDERED TO INCREASE IN THICKNESS WITH HEIGHT.
- DEFLECTIONS ARE BASED UPON A 60 MPH WIND.
- STRUCTURE CLASS II, TOPOGRAPHICAL CATEGORY 1.
- TOWER DESIGNED FOR STEP BOLTS UP ONE LEG TO TOP OF TOWER.
- TOWER DESIGNED FOR FEEDLINES TO BE MOUNTED IN SINGLE ROW ON A CLIP-ON WAVEGUIDE LADDER FOR PRIMARY TOP CARRIER (Vertzon).
- TOWER DESIGNED FOR FEEDLINES TO BE MOUNTED IN DOUBLE ROWS ON A CLIP-ON WAVEGUIDE LADDERS FOR REMAINDER OF CARRIERS.
- SECTIONS A-G ARE 4-BAY X-BRACED. SECTIONS H-I ARE 6-BAY X-BRACED.



PH 612) 853-0852
FAX 612) 853-8652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

ELEVATION VIEW & MEMBER INFORMATION
WICKLIFFE DT - BALLARD CO., KY.

REV. #	DESCRIPTION	DATE	APPR.	DRAWN	DATE
		6-24-08		A.J.H.	6-24-08
			CHECK	A.J.H.	6-24-08
			APPROVAL	A.J.H.	6-24-08

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES

TOLERANCES
±.04 3/32" UNLESS NOTED
±.005 1/16" UNLESS NOTED
±.002 1/32" UNLESS NOTED

COMPANY CONSTRUCTION INFORMATION
THIS DRAWING IS THE PROPERTY OF TOWNSHIP INNOVATIONS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF TOWNSHIP INNOVATIONS.

DWG NO.	5092-T1 (20879)
INCHES	
DO NOT SCALE DRAWING	

PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	37'	224	9028'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	7'-11"	60	475'

PIER (ties) (Total for 3 Piers)

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

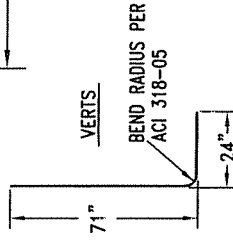
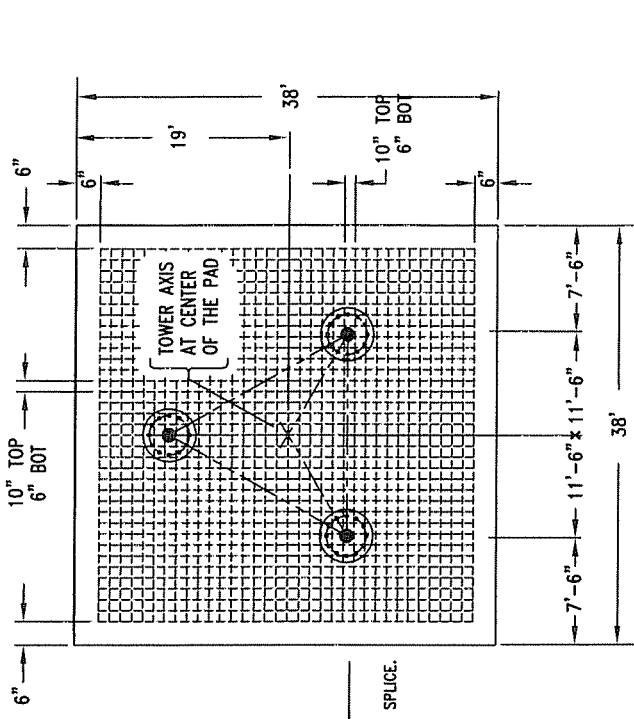
APPROXIMATE CONCRETE REQ'D = 113-1/4 yd³

REBAR SPlicing CHART

BAR SIZE	SPlice LENGTH BOTTOM BARS	SPlice LENGTH TOP BARS
#3	19"	25"
#4	25"	33"
#5	31"	41"
#6	37"	49"
#7	54"	71"
#8	62"	81"
#9	70"	91"
#10	78"	102"
#11	85"	111"

SPlicing NOTES:

- 1) STAGGER ALL SPICES.
- 2) SPICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPICE.
- 3) SPICE REBAR ONLY WHEN NECESSARY.

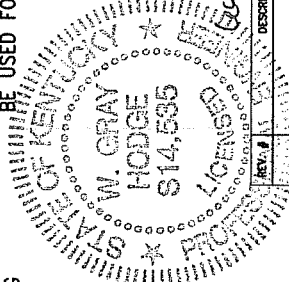


NOTES:

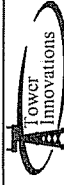
- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-05 AND ANSI/TIA-222-G STANDARDS UTILIZING THE SOILS REPORT PREPARED BY ALT & WITZIG ENG. PROJ. NO. 08100244. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.

USE EPOXY BONDING AGENT IF PIERS & PAD ARE POURED SEPARATELY

GRADE
 (20) PCS #9 VERTS PER PIER
 #3 SPIRAL WRAP OR
 #4 TIES @ 9" C-C CAN
 BE USED FOR PIER REBAR



PH# (612) 853-0565
 FAX# (612) 853-6662
 2855 HIGHWAY 261
 NEWBURGH, IN. 47630



PAD & PIER FOUNDATION (OPT#1)
 WICKLIFFE-DT, BALLARD CO., KY.

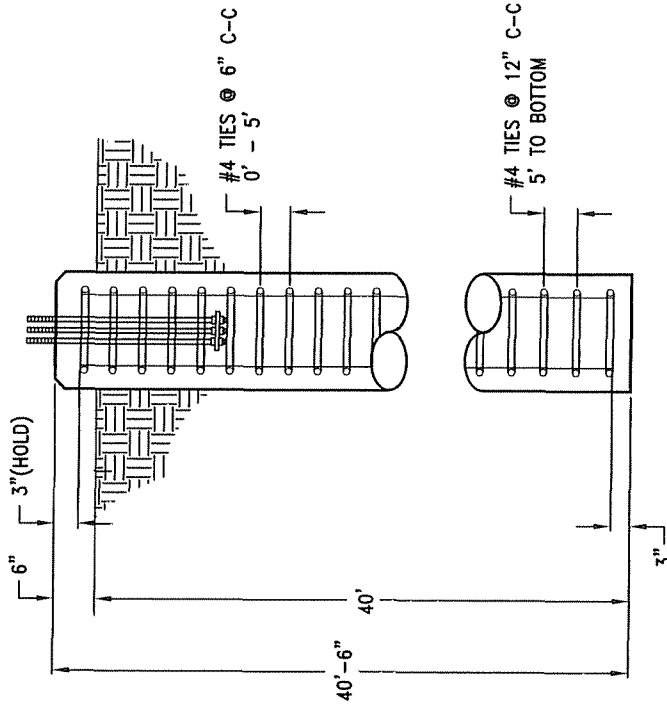
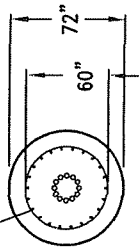
DWG NO. 5092-F1 (20879)

REV. DO NOT SCALE DRAWING

REV.	DATE	DESCRIPTION	DATE	APP.	DESIGN	DATE	DATE	INCHES
	6-24-08							
	6-24-08							
	6-24-08							

TOLERANCES	ANGLES	DRILLED HOLES	BURNED HOLES
±.005	±.005	±.005	±.005
±.005	±.005	±.005	±.005
±.005	±.005	±.005	±.005

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



REBAR SPlicing CHART

BAR SIZE	SPLICE LENGTH
3	25"
4	33"
5	41"
6	49"
7	71"
8	81"
9	91"
10	102"
11	111"

SPLICING NOTES:

- 1) STAGGER ALL SPLICES.
- 2) SPLICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPLICE.
- 3) SPLICE REBAR ONLY WHEN NECESSARY.

REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	PCS. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	40'	N/A	24	960'
TIES	#4 GRADE 60	N/A	60" ϕ	45	707'

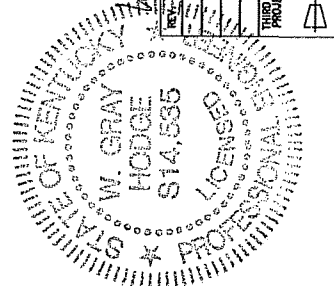
REBAR CHART (3)-CAISSONS

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	PCS. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	40'	N/A	72	2880'
TIES	#4 GRADE 60	N/A	60" ϕ	135	2121'

APPROXIMATE CONCRETE REQ'D PER CAISSON = 42 YD³
TOTAL CONCRETE = 126 YD³

NOTES:

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-05 AND ANSI/TIA-222-G STANDARDS UTILIZING THE SOILS REPORT PREPARED BY ALT & WITZIG ENGINEERING, INC. PROJ. NO. 08IN0244. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
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- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.
- 8) SEE TEMPLATE DRAWING & TEMPLATE DESIGN CHART FOR TOWER LAYOUT DIMENSIONS. USE OF TEMPLATE IS REQUIRED TO INSURE PROPER LOCATION AND ORIENTATION OF



Tower Innovations
PH# (812) 855-0595
FAX# (812) 855-6652
2855 HIGHWAY 261
NEWBURGH, IN. 47630

CAISSON FOUNDATION DESIGN (OPT#2)
WICKLIFFE-DT, BALLARD CO., KY.
DWG NO. 5092-F2 (20879)
REV -

DATE	DESCRIPTION	APP.	DATE	DATE	DATE	INCHES
6-24-08	DESIGN	A.J.H.	6-24-08	6-24-08	6-24-08	
	CHECK	A.J.H.				
	APPROVAL	A.J.H.				
	TOLERANCES					
	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN:					
	±.06 3/32" DRILLED HOLES #1/32"					
	±.005 1/16" BURNED HOLES #1/16"					

DO NOT SCALE DRAWING

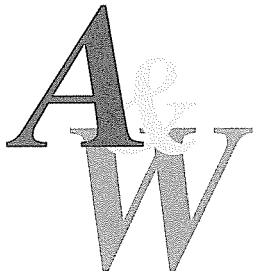
***SUBSURFACE INVESTIGATION
&
GEOTECHNICAL RECOMMENDATIONS***

***WICKLIFFE DOWNTOWN TOWER
1834 BARLOW ROAD
WICKLIFFE, KENTUCKY
A&W PROJECT NO: 08IN0244***

***PREPARED BY:
ALT & WITZIG ENGINEERING, INC.
GEOTECHNICAL DIVISION***

***PREPARED FOR:
GPD GROUP
INDIANAPOLIS, INDIANA***

APRIL 10, 2008



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7000 • Fax (317) 876-3705

April 10, 2008

GPD Group
8275 Allison Pointe Trail, Suite 220
Indianapolis, Indiana 46250
ATTN: Ms. Traci Preble

RE: Subsurface Investigation &
Geotechnical Recommendations
Wickliffe Downtown Tower
1834 Barlow Road
Wickliffe, Kentucky
Alt & Witzig File: 08IN0244

Dear Ms. Preble:

In compliance with your request, we have completed a subsurface investigation and evaluation for the above referenced project. It is our pleasure to transmit herewith two (2) copies of our report.

The purpose of this subsurface investigation was to determine the various soils profile components and the engineering characteristics of the materials encountered in order to provide information to be used for preparing a foundation for the proposed monopole cellular tower.

Field Services

The field investigation included reconnaissance of the project site, drilling one (1) soil boring, performing standard penetration tests, and obtaining soil samples retained in the standard split-spoon sampler. The apparent groundwater level at the boring location was also determined.

The soil boring was performed with a conventional all-terrain mounted drilling rig equipped with a rotary head. Conventional hollow-stem augers were used to advance the holes. Representative samples were obtained employing split-spoon sampling procedures in accordance with ASTM Procedure D-1586. During the sampling procedure, standard penetration tests were performed at two and one-half (2½) feet intervals through the upper ten (10) feet of soil and on five (5) feet intervals thereafter to obtain the standard penetration value of the soil. The standard penetration value is defined as the number of blows of a 140-pound hammer, falling thirty (30) inches, required to advance the split-spoon sampler one (1) foot into the soil. The results of the standard penetration tests indicate the relative density and comparative consistency of the soils, and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components.

Offices:

Cincinnati, Ohio • Dayton, Ohio
Indianapolis • Evansville • Ft. Wayne • Lafayette • South Bend • Terre Haute, Indiana

*Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services*

Laboratory Testing

The types of soils encountered in the boring were visually classified and are described in detail on the boring log. Representative samples of the soils encountered in the field were placed in sample jars and are now stored in our laboratory. In addition to the field investigation, a supplemental laboratory investigation was conducted to ascertain additional pertinent engineering characteristics of the foundation materials at the proposed tower site. Unless notified to the contrary, all samples will be disposed of after two (2) months.

Generalized Subsurface Conditions

The boring encountered red sandy clay to a depth of four and one-half (4½) feet below the existing grade. Beneath the sandy clay the boring encountered red, dry sand to a depth of nine and one-half (9½) feet beneath the existing grade. The boring then encountered red sandy clay to a depth of fourteen and one-half (14½) feet beneath the existing grade. Below the sandy clay the boring encountered gray, dry sand to the termination depth of the boring corresponding to a depth of forty-one (41) feet beneath the existing grade. Detailed soil descriptions at the boring location have been included on the *Record of Subsurface Exploration* in the appendix of this report.

Groundwater

Groundwater levels taken during and upon completion of the boring operations showed no indication of groundwater. The exact location of the water table may fluctuate somewhat depending upon normal seasonal variations in precipitation and surface runoff.

Other Soil Properties

Resistivity tests on the soils within the top two and one-half (2½) feet indicated a value of 9,575.5 to 11,969.4 ohms-cm with an average of 10,652.7 ohms-cm. Resistivity tests on the soils within the top twelve and one-half (12½) feet indicated a value of 9,814.9 to 11,011.8 ohm-cm with an average of 10,413.4 ohms-cm. Resistivity tests on the soils within the top twenty (20) feet indicated a value of 8,043.4 to 9,192.5 ohm-cm with an average of 8,618.0 ohms-cm. Resistivity tests on the soils within the top fifty (50) feet indicated a value 11,969.4 to 14,363.3 ohms-cm with an average of 13,166.3 ohms-cm.

Foundation Recommendations

Information provided by GPD Associates indicates that the monopole cell tower will be constructed in the general vicinity of soil boring B-1. Our experience with this type of structure indicates that the structural loads of the tower will be supported by an extended mat foundation or a caisson system. In order to resist these forces, it is anticipated that the base of the footing will be constructed four (4) to ten (10) feet below the existing grade. It is recommended that a representative of Alt & Witzig Engineering, Inc. be on-site to monitor the excavation and inspect the base of the tower foundation. If unsuitable materials are encountered at the design excavation, additional undercutting will be necessary. The footing may either be extended to the lower elevation or be re-established to the design elevation with lean concrete.

Extended Footing or Extended Mat Foundation

The following soil parameters may be considered for the design of a shallow foundation:

Soil Description	Depth Below Existing Grade	Bearing Pressure (psf) SF=3	Unit Weight (pcf)	$\Phi(^{\circ})/ C$ (psf)	Coefficient of Friction Against Sliding/Adhesion (psf)
Sand	4½' - 9½'	2,500	120	34°	.55

It is anticipated that lateral wind loads and overturning moments will act on the spread footing. To help resist the overturning moment, it may be necessary to place a larger footing than necessary for bearing capacity. Also, any soil placed above the footing may be considered to help resist overturning moments if compacted to a minimum of 98 percent of the maximum dry density as determined from ASTM D-698 (Standard Proctor).

Water was not encountered during or upon completion of the drilling operations. Therefore, groundwater difficulties should not be anticipated. Furthermore, depending upon the time of the year that the excavations are made, seepage from surface runoff may occur. Since these foundation materials tend to soften/loosen when exposed to free water, every effort should be made to keep the excavations dry should water be encountered. It is also recommended that concrete for footings be poured as soon as possible after the excavations are complete. A mud mat may be placed to provide the contractors a firm working surface and protect the exposed subgrade soils from softening.

Caissons/Drilled Piers

Alternately, a caisson type foundation system may be considered to support this tower structure. A straight shaft caisson/drilled pier may be considered. Additionally, a caisson type foundation is also advantageous to use when it is necessary to resist large overturning moments such as those caused by wind loads against the proposed structure. If a caisson or drilled pier is used to support the structure, they should be designed using the following soil parameters:

Depth Below Grade (Feet)	Allowable Skin Friction for Gravity Loads SF=2	Design End Bearing Pressure SF=3	Unit Weight (pcf)	$\Phi(^{\circ})/ C$ (psf)
4½' - 9½'	N/A	N/A	120	34°
9½' - 14½'	400 psf	4,000 psf	120	1,500
14½' - 41'	750 psf	8,000 psf	120	34°

* The buoyancy effect must be considered on the unit weight of soils beneath the ground water table.

**Skin friction should not be considered for a length equal to one caisson diameter at the top and bottom of caisson.

Due to the granular materials encountered it will be necessary to case the holes and use straight shaft caissons. In order to properly place the concrete, it may be necessary to use a tremie pipe that extends to the base of the foundation. It is recommended that concrete be placed the same day excavations are made. It is also recommended that a representative of Alt & Witzig Engineering, Inc. be on site to inspect the material from the base of the caisson and monitor the placement of the concrete. The contractor should be provided with the boring log prior to final bidding.

Foundation Recommendations (Equipment Buildings)

A net allowable bearing pressure of **2,000 psf** is suitable for dimensioning spread footings and continuous wall footings at this site. The above-suggested bearing pressure is provided assuming the footings will be founded on medium stiff natural soils or properly compacted fill materials at a depth of three (3) feet below grade.

Slab Recommendations (Equipment Building)

This structure will be a slab-on-grade supported by natural soils and/or compacted fill materials. In the areas where the existing grade is above the anticipated finished floor elevation. This portion of the building area should be undercut and a free draining granular material placed beneath the slab. In those areas where the existing grade is lower than the design floor elevation, a well-compacted structural fill will be necessary to raise the site to the desired grade. The fill material may consist of on-site soils, except for topsoil materials if proper moisture contents and compaction procedures are maintained. After the building areas have been raised to the proper elevation, a free draining fill should be placed immediately beneath the floor slab. It is recommended that all material placed in the floor slab areas be compacted to a density of 98 percent of maximum dry density in accordance with ASTM D-698. Recommendations for proper filling procedures are presented later in the appendix of this report.

Often, because of design and construction details that occur on a project, questions rise concerning the soil conditions. If we can give further service in these matters, please contact us at your convenience.

Very truly yours,
ALT & WITZIG ENGINEERING, INC.



William Ellis
William Ellis
Project Manager

David C. Harness
David C. Harness, P.E.

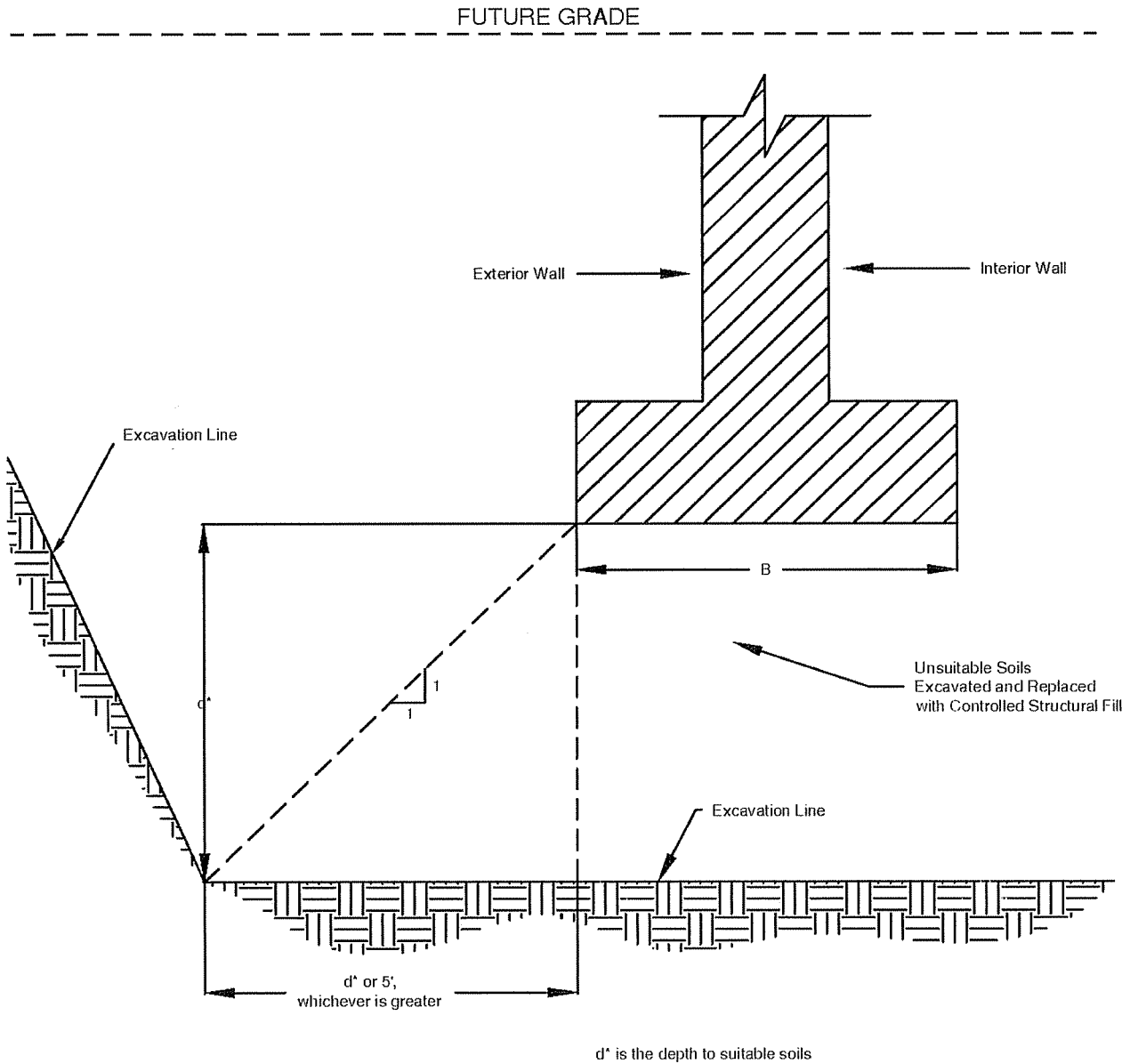
APPENDIX

Recommended Specifications for Compacted Fills and Backfills
Mass Excavation For Footings In Unstable Materials
Boring Location Plan
Record of Subsurface Exploration
General Notes

RECOMMENDED SPECIFICATIONS FOR COMPACTED FILLS AND BACKFILLS

All fill shall be formed from material free of vegetable matter, rubbish, large rock, and other deleterious material. Prior to placement of fill, a sample of the proposed fill material should be submitted to the soils engineer for his approval. The fill material should be placed in layers not to exceed eight (8) inches in loose thickness and should be sprinkled with water as required to secure specified compactions. Each layer should be uniformly compacted by means of suitable equipment of the type required by the materials composing the fill. Under no circumstances should a bulldozer or similar tracked vehicles be used as compacting equipment. Material containing an excess of water so the specified compaction limits cannot be attained should be spread and dried to a moisture content which will permit proper compaction. All fill should be compacted to the specified percent of the maximum density obtained in accordance with ASTM density Test D-698 (98 percent of maximum dry density below and above the base of footing elevation). Should the results of the in-place density tests indicate that the specified compaction limits are not obtained, the areas represented by such tests should be reworked and retested as required until the specified limits are reached.

MASS EXCAVATION FOR FOOTINGS IN UNSTABLE MATERIALS



Prepared For:

GPD Group

Project Name:

Wickliffe Downtown



Prepared By:

Alt & Witzig Engineering, Inc

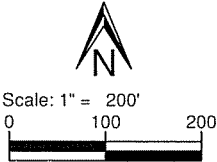
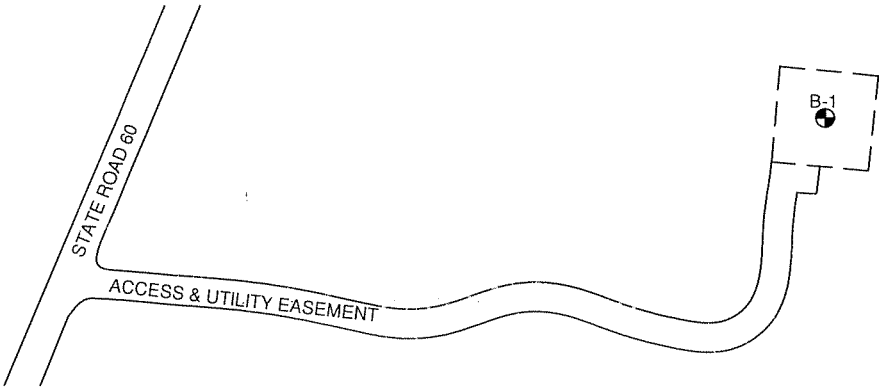
Project No:

08IN0244

Date:

4-08

BORING
LOCATION
PLAN



Prepared For:
GPD Group



Prepared By:
Alt & Witzig Engineering, Inc.

Project Name:
Wickliffe Downtown

Project No:
08IN0244

Date:
03/08



RECORD OF SUBSURFACE EXPLORATION

Alt & Witzig Engineering, Inc.

CLIENT GPD Group
 PROJECT NAME Wickliffe Downtown
 PROJECT LOCATION Wickliffe, Kentucky

BORING # B-1
 Alt & Witzig File No. 08IN0244

DRILLING and SAMPLING INFORMATION

TEST DATA

Date Started 4/1/08 Hammer Wt. 140 lbs.
 Date Completed 4/1/08 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.
 Driller Brad Murray Rig Type CME 45 Skid

STRATA ELEV.	SOIL CLASSIFICATION	Strata Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Ground Water	Standard Penetration Test N - blows/foot	Qu-tsf Unconfined Compressive Strength	PP-tsf Pocket Penetrometer	Moisture Content %	Remarks
	SURFACE ELEVATION											
/ / / / /	Red Sandy CLAY	4.5	5	1	SS	X		21		3.0	17.1	
	Red, Dry, Fine SAND			2	SS	X		22				
				3	SS	X		29				
/ / / / /	Red Sandy CLAY	9.5	10	4	SS	X		18		1.5	15.0	
				5	SS	X		17				
				6	SS	X		30				
				7	SS	X		20				
	Gray, Dry, Fine SAND			8	SS	X		24				
				9	SS	X		31				
				10	SS	X		33				
	End of Boring at 41 feet	41.0	40									

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Groundwater
 ○ During Drilling _____ **Dry** ft.
 ∇ At Completion _____ **Dry** ft.
 ▼ After _____ hours _____ ft.




Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling
 DP - Direct Push

GENERAL NOTES

SAMPLE IDENTIFICATION

The AASHTO M-145 Soil Classification System is used to identify the soils unless otherwise noted.

SOIL PROPERTY SYMBOLS

- N: Standard "N" penetration: Blows per foot of a 140-pound hammer falling 30 inches on a 2 inch O.D. split-spoon using rope and cat head
- Qu: Unconfined Compressive Strength, TSF
- Y: Natural Dry Density, PCF
- W: Water content, %
- LL: Liquid Limit, %
- PL: Plastic Limit, %
- PI: Plasticity Index, %
- : Apparent groundwater level at time noted while drilling
- : Apparent groundwater level at time noted upon completion of drilling
- : Apparent groundwater level at time noted 24 hours after completion of drilling

DRILLING AND SAMPLING SYMBOLS

- SS: Split-spoon - 1 3/8" I.D., 2" O.D., except where noted
- ST: Shelby-tube - 3" O.D., except where noted
- RC: Rock Core, 2" O.D., Except Where Noted
- AU: Auger sample
- DB: Diamond bit
- CB: Carbide bit
- WS: Washed Sample

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

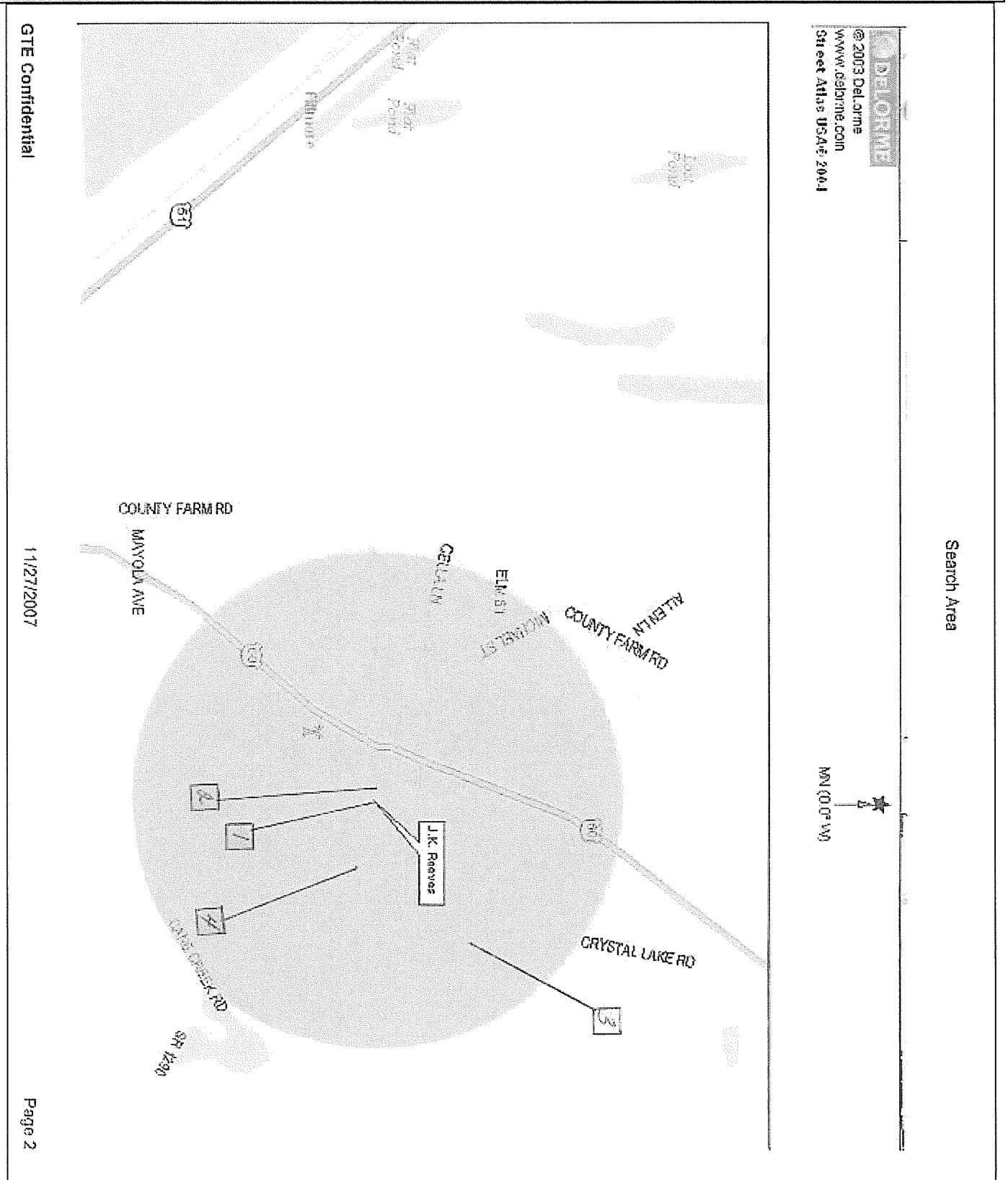
TERM (NON-COHESIVE SOILS) BLOWS PER FOOT

Very loose	0 - 5
Loose	6 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very dense	51 or more

TERM (COHESIVE SOILS) BLOWS PER FOOT

Very soft	0 - 3
Soft	4 - 5
Medium	6 - 10
Stiff	11 - 15
Very stiff	16 - 30
Hard	31 or more

PROPOSED SITES MAP



GTE Confidential

11/27/2007

Page 2

DELOORME
 © 2003 Delorme
 www.delorme.com
 Sheet Atlas USA# 2004

Scale
 1" = 1/4 MI
 MN (00° 10')

Search Area

F

Notice of Proposed Construction or Alteration - Off Airport

Project Name: KENTU-000092667-08	Sponsor: Kentucky RSA No. 1 Partnership
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Details for Case : Wickliffe Downtown

Show Project Summary

Case Status	
ASN: 2008-ASO-2190-OE	Date Accepted: 04/22/2008
Status: Accepted	Date Determined:
	Letters: None
Construction / Alteration Information	
Notice Of: Construction	Structure Summary
Duration: Permanent	Structure Type: Antenna Tower
if Temporary : Months: Days:	Structure Name: Wickliffe Downtown
Work Schedule - Start:	FCC Number:
Work Schedule - End:	Prior ASN:
State Filing:	
Structure Details	
Latitude: 36° 59' 1.15" N	Common Frequency Bands
Longitude: 89° 4' 29.26" W	Low Freq High Freq Freq Unit ERP ERP Unit
Horizontal Datum: NAD83	806 824 MHz 500 W
Site Elevation (SE): 403 (nearest foot)	824 849 MHz 500 W
Structure Height (AGL): 259 (nearest foot)	851 866 MHz 500 W
Marking/Lighting: Dual-red and medium intensity	869 894 MHz 500 W
Other :	896 901 MHz 500 W
Nearest City: Wickliffe	901 902 MHz 7 W
Nearest State: Kentucky	930 931 MHz 3500 W
Description of Location: 1834 Barlow Road Wickliffe, KY 42087	931 932 MHz 3500 W
Description of Proposal: New Tower w/ Antenna	932 932.5 MHz 17 dBW
	935 940 MHz 1000 W
	940 941 MHz 3500 W
	1850 1910 MHz 1640 W
	1930 1990 MHz 1640 W
	2305 2310 MHz 2000 W
	2345 2360 MHz 2000 W
	Specific Frequencies

9



Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT -- Name, Address, Telephone, Fax, etc.
Kentucky RSA No. 1 Partnership
Verizon Wireless - Wickliffe DT
1120 Sanctuary Pkwy, #150, GASA5REG
Alpharetta, GA 30004

2. Representative of Applicant -- Name, Address, Telephone, Fax same

3. Application for: New Construction Alteration Existing
4. Duration: Permanent Temporary (Months _____ Days _____)
5. Work Schedule: Start _____ End _____
6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

7. Marking/Painting and/or Lighting Preferred:
 Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____

8. FAA Aeronautical Study Number 2008-ASO-2190-OE

9. Latitude: 36 ° 59 ' 01 " 15 "
10. Longitude: 089 ° 04 ' 29 " 26 "
11. Datum: NAD83 NAD27 Other _____
12. Nearest Kentucky City: Wickliffe County Ballard
13. Nearest Kentucky public use or Military airport:
CIR: Cairo Regional
14. Distance from #13 to Structure: 8.4809 nm
15. Direction from #13 to Structure: 304.85 degrees
16. Site Elevation (AMSL): 404.00 Feet
17. Total Structure Height (AGL): 259.00 Feet
18. Overall Height (#16 + #17) (AMSL): 663.00 Feet
19. Previous FAA and/or Kentucky Aeronautical Study Number(s):
n/a
20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
1834 Barlow Road, Wickliffe, KY

21. Description of Proposal:
Construct a new antenna tower

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When April 22, 2008

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief.

Elaine L. Thompson - MTS Regulatory
Printed Name and Title Elaine L. Thompson Signature 4/22/08 Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties.

Commission Action: Chairman, KAZC Administrator, KAZC
 Approved _____
 Disapproved _____ Date _____

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

W. BRENT RICE
brice@mmlk.com

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

July 16, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Vickie Viniard
Ballard County Judge
Courthouse Annex
437 Ohio Street
Wickliffe, KY 42087

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00272 (The Wickliffe Facility)**

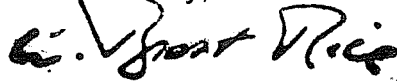
Dear Judge Jenkins:

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter to be located at 1834 Barlow Road, Wickliffe, Ballard County, Kentucky. A map showing the location of the proposed new facility is enclosed.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00272** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless

Wickliffe DT Site

Adjoining Property Owners

Mr. and Mrs. Donald E. Rushing
P.O. Box 66
Wickliffe, KY 42087

Mr. James K. Reeves
1834 Barlow Road
Wickliffe, KY 42087

Mr. David Courtney
833 Bethel Street
Paducah, KY 42003

Mr. and Mrs. B.J. Dennis
1338 Barlow Road
Wickliffe, KY 42087

Mr. David Carter
1394 Barlow Road
Wickliffe, KY 42087

Mr. Ronald Clay
Ms. Helen Blankenship
1470 Barlow Road
Wickliffe, KY 42087

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

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brice@mmlk.com

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Lexington, Kentucky 40507
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July 16, 2008

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Mr. and Mrs. Donald E. Rushing
P.O. Box 66
Wickliffe, KY 42087

RE: **Public Notice – Public Service Commission of Kentucky
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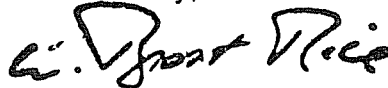
Dear Mr. and Mrs. Rushing:

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter to be located at 1834 Barlow Road, Wickliffe, Ballard County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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

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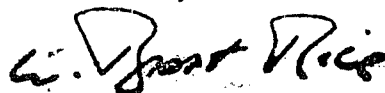
Dear Mr. Reeves:

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Mr. David Courtney
833 Bethel Street
Paducah, KY 42003

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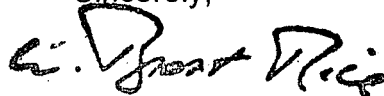
Dear Mr. Courtney:

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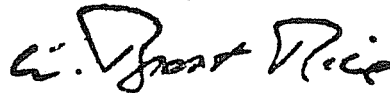
Dear Mr. and Mrs. Dennis:

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter to be located at 1834 Barlow Road, Wickliffe, Ballard County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00272** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

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

July 16, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. David Carter
1394 Barlow Road
Wickliffe, KY 42087

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00272 (The Wickliffe DT Facility)**

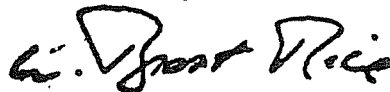
Dear Mr. Carter:

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter to be located at 1834 Barlow Road, Wickliffe, Ballard County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

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W. BRENT RICE
brice@mmlk.com

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

July 16, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Ronald Clay
Ms. Helen Blankenship
1470 Barlow Road
Wickliffe, KY 42087

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00272 (The Wickliffe DT Facility)**

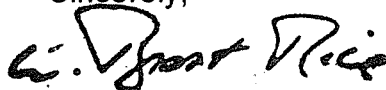
Dear Mr. Clay and Ms. Blankenship:

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 250' self-supporting tower including attached antennas and an equipment shelter to be located at 1834 Barlow Road, Wickliffe, Ballard County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

SITE NAME: Wickliffe DT
SITE NUMBER:
ATTY/DATE DPC - 2/6/08

LAND LEASE AGREEMENT

This Agreement, made this 12th day of May, 2008, between James K. Reeves, Social Security # 499-48-2458, with an address of 1834 Barlow Road, Wickliffe, Kentucky, 42087, hereinafter designated LESSOR and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located off of Barlow Road (Kentucky 60), Wickliffe, Ballard County, Commonwealth of Kentucky, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way of reasonable width extending from the nearest public right-of-way, State Road 60, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is further described in Cabinet 1, Drawer 14, Card No. 28570, Cabinet 1, Drawer 22, Card No. 45664 and Cabinet 1, Drawer 22, Card No. 45665 as recorded in the Ballard County Court Clerk's Office.

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

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

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of _____ be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences

installation of the equipment on the Premises, or on the first day of December, 2008, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or December 1, 2008, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a

form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

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

5. EXTENSION RENTALS. The annual rental for each additional five (5) year term shall be increased by 15% of the annual rental rent for the previous five (5) year term..

6. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or

partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE reasonably determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE reasonably determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be

due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

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

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

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then

existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Premises, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and

maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

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

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

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

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No

change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

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

LESSOR: James K. Reeves
1834 Barlow Road
Wickliffe, Kentucky 42087

LESSEE: Kentucky RSA No. 1 Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2)

fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

27. DEFAULT.

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

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

performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

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

29. ENVIRONMENTAL.

LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). LESSOR and LESSEE acknowledge that LESSEE shall be utilizing and maintaining on the Property sealed batteries, propane/diesel/gasoline, HVAC system, and a halon/FM200 fire suppression system and that the use and maintenance of such items shall not constitute a violation or breach of the preceding sentences of this paragraph.

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

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

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

behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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

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

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

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

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


WITNESS REGINALD E. YOUNG

LESSOR: James K. Reeves

By: 

LESSEE:

**Kentucky RSA No. 1 Partnership
d/b/a Verizon Wireless
By Cellco Partnership,
Its General Partner**

By: _____

Printed: Beth Ann Drohan

Midwest Area Vice President-Network

WITNESS

Exhibit "A"

(Sketch of Premises within Property)

See attached page(s)

DESCRIPTION OF LEASE AREA

A TRACT OF LAND LYING ON THE EAST SIDE OF U. S. HIGHWAY 60 AND BEING APPROXIMATELY ONE MILE NORTH OF WICKLIFFE, KENTUCKY, ON A PARCEL OF LAND OWNED BY JAMES K. REEVES, AS RECORDED IN CABINET 1, DRAWER 22, CARD 45665 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

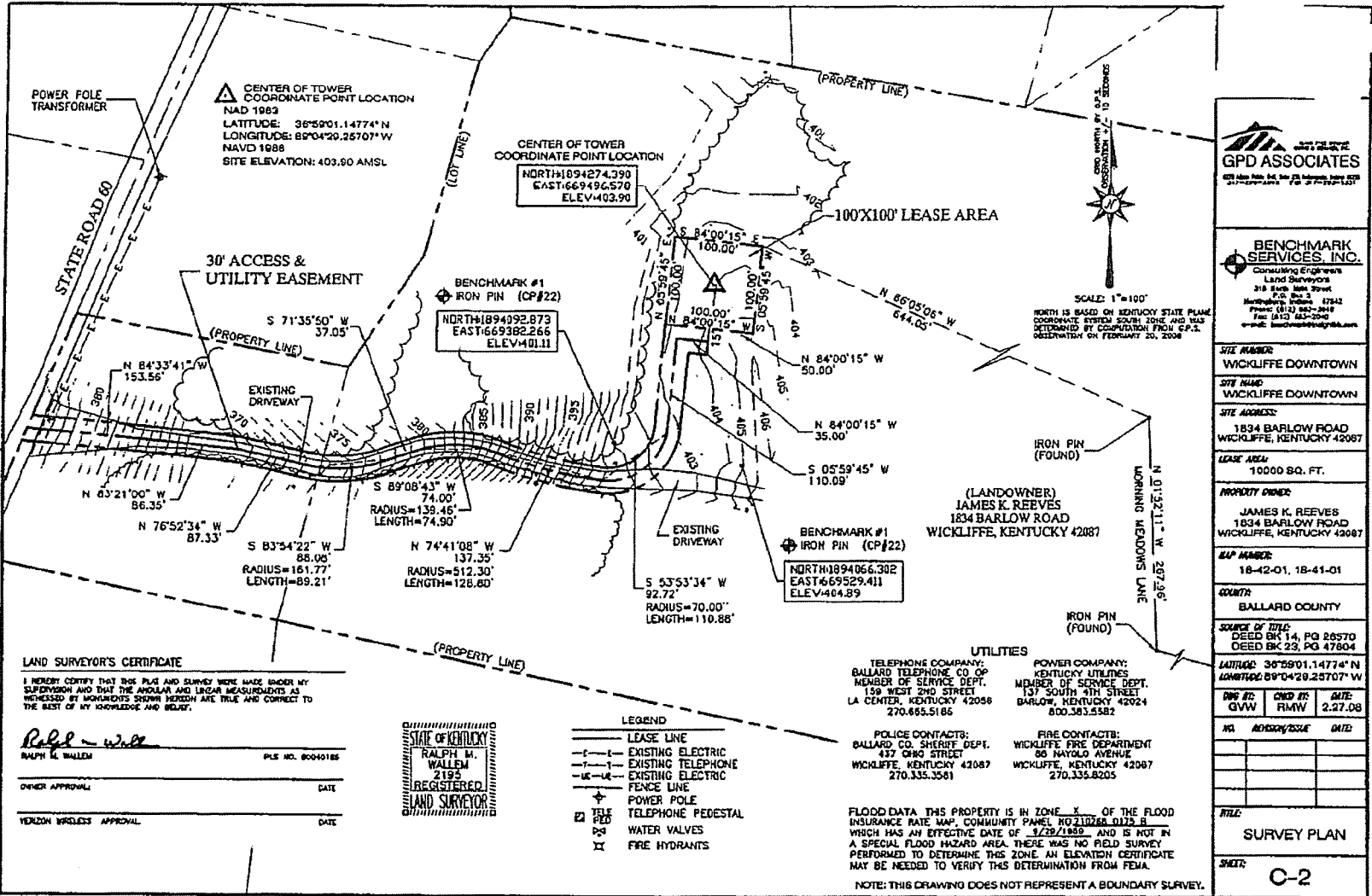
COMMENCING AT A CORNER POST AT DEED CORNER TO REEVES PROPERTY; THENCE NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST 164.18 FEET TO AN IRON PIN FROM A PREVIOUS SURVEY; SAID POINT BEING THE NORTH RIGHT OF WAY LINE OF A 40 FOOT ROADWAY; THENCE ALONG SAID RIGHT OF WAY; SOUTH 79 DEGREES 37 MINUTES 47 SECONDS WEST 96.10 FEET; THENCE ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 88 DEGREES 42 MINUTES 06 SECONDS WEST WITH A RADIUS OF 343.22 FEET A DISTANCE ALONG THE ARC OF 106.69 FEET; THENCE NORTH 82 DEGREES 13 MINUTES 30 SECONDS WEST 120.99 FEET TO AN IRON PIN FOUND THIS SURVEY ALONG THE EAST RIGHT OF WAY LINE OF A RECORDED 4.374 ACRE PARCEL; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 07 DEGREES 34 MINUTES 14 SECONDS WEST (NORTH 01 DEGREES 532 MINUTES 11 SECONDS WEST KENTUCKY STATE PLANE SOUTH COORDINATES) AND BASIS OF BEARINGS A DISTANCE OF 267.96 FEET TO AN IRON PIN FOUND THIS SURVEY; THENCE NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST 644.05 FEET TO THE NORTHEASTERN MOST CORNER OF THIS LEASE AREA DESCRIPTION AND TRUE PLACE OF BEGINNING; THENCE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 100.00; THENCE NORTH 84 DEGREES 00 MINUTES 15 SECONDS WEST 100.00 FEET; THENCE NORTH 05 DEGREES 59 MINUTES 45 SECONDS EAST 100.00 FEET; THENCE SOUTH 84 DEGREES 00 MINUTES 15 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET. (0.229 ACRES) MORE OR LESS.

DESCRIPTION OF SO ACCESS AND UTILITY EASEMENT

A TRACT OF LAND LYING ON THE EAST SIDE OF U. S. HIGHWAY 60 AND BEING APPROXIMATELY ONE MILE NORTH OF WICKLIFFE, KENTUCKY, ON A PARCEL OF LAND OWNED BY JAMES K. REEVES, AS RECORDED IN CABINET 1, DRAWER 22, CARD 45665 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER POST AT DEED CORNER TO REEVES PROPERTY; THENCE NORTH 07 DEGREES 24 MINUTES 19 SECONDS EAST 164.18 FEET TO AN IRON PIN SET FROM A PREVIOUS SURVEY; SAID POINT BEING THE NORTH RIGHT OF WAY LINE OF A 40 FOOT ROADWAY; THENCE ALONG SAID RIGHT OF WAY; SOUTH 79 DEGREES 37 MINUTES 47 SECONDS WEST 96.10 FEET; THENCE ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 88 DEGREES 42 MINUTES 06 SECONDS WEST WITH A RADIUS OF 343.22 FEET A DISTANCE ALONG THE ARC OF 106.69 FEET; THENCE NORTH 82 DEGREES 13 MINUTES 30 SECONDS WEST 120.99 FEET TO AN IRON PIN FOUND THIS SURVEY ALONG THE EAST RIGHT OF WAY LINE OF A RECORDED 4.374 ACRE PARCEL; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 07 DEGREES 34 MINUTES 14 SECONDS WEST (NORTH 01 DEGREES 532 MINUTES 11 SECONDS WEST KENTUCKY STATE PLANE SOUTH COORDINATES) AND BASIS OF BEARINGS A DISTANCE OF 267.96 FEET TO AN IRON PIN FOUND THIS SURVEY; THENCE NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST 644.05 FEET TO THE NORTHEASTERN MOST CORNER OF THIS LEASE AREA DESCRIPTION; THENCE ALONG THE EAST LINE OF SAID LEASE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 100.00 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 15 SECONDS WEST 50.00 FEET; THENCE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 15.00 FEET TO THE TRUE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ON AND ALONG A LINE 15.00 FEET ON EITHER SIDE OF THE FOLLOWING; NORTH 84 DEGREES 00 MINUTES 15 SECONDS WEST 35.00 FEET; THENCE SOUTH 05 DEGREES 59 MINUTES 45 SECONDS WEST 110.09 FEET; THENCE ON AND ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 53 DEGREES 53 MINUTES 34 SECONDS WEST 92.72 FEET AND A RADIUS OF 70.00 FEET A DISTANCE ALONG THE ARC OF 110.88 FEET; THENCE ON AND ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF NORTH 74 DEGREES 41 MINUTES 08 SECONDS WEST 137.35 FEET AND A RADIUS OF 512.30 FEET A DISTANCE ALONG THE ARC OF 128.80 FEET; THENCE ON AND ALONG A CURVE TO THE LEFT AND HAVING A CHORD OF SOUTH 89 DEGREES 08 MINUTES 43 SECONDS WEST 74.00 FEET AND A RADIUS OF 139.46 FEET A DISTANCE ALONG THE ARC OF 74.90 FEET; THENCE SOUTH 71 DEGREES 35 MINUTES 50 SECONDS WEST 37.05 FEET; THENCE ON AND ALONG A CURVE TO THE RIGHT AND HAVING A CHORD OF SOUTH 83 DEGREES 54 MINUTES 22 SECONDS WEST 88.08 FEET AND HAVING A RADIUS OF 161.77 FEET A DISTANCE ALONG THE ARC OF 89.21 FEET; THENCE NORTH 76 DEGREES 52 MINUTES 34 SECONDS WEST 87.33 FEET; THENCE NORTH 83 DEGREES 21 MINUTES 00 SECONDS WEST 86.35 FEET; THENCE NORTH 84 DEGREES 33 MINUTES 41 SECONDS WEST A DISTANCE OF 153.56 TO THE CENTER OF AN EXISTING ROADWAY.

THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE CENTER OF SAID ROADWAY.



GPD ASSOCIATES
 CONSULTING ENGINEERS
 218 East Main Street
 P.O. Box 3
 Northbrook, Illinois 60062
 Phone: (815) 883-2848
 Fax: (815) 883-2940
 e-mail: info@gpdassociates.com

BENCHMARK SERVICES, INC.
 Consulting Engineers
 Land Surveyors
 218 East Main Street
 P.O. Box 3
 Northbrook, Illinois 60062
 Phone: (815) 883-2848
 Fax: (815) 883-2940
 e-mail: info@benchmark.com

SITE NUMBER: WICKLIFFE DOWNTOWN
SITE NAME: WICKLIFFE DOWNTOWN
SITE ADDRESS: 1834 BARLOW ROAD WICKLIFFE, KENTUCKY 42087
LEASE AREA: 10000 SQ. FT.
PROPERTY OWNER: JAMES K. REEVES 1834 BARLOW ROAD WICKLIFFE, KENTUCKY 42087
MAP NUMBER: 18-42-01, 18-41-01
COUNTY: BALLARD COUNTY
SOURCE OF TITLE: DEED BK 14, PG 26570 DEED BK 23, PG 47804
LATITUDE: 36°59'01.14774" N
LONGITUDE: 89°04'20.25707" W

ORG #:	CHD #:	DATE:
GVVV	RMVW	2.27.08

TITLE: SURVEY PLAN
SHEET: C-2

LAND SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS PLAN AND SURVEY WERE MADE UNDER MY SUPERVISION AND THAT THE ANGULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Ralph M. Wallen
 RALPH M. WALLEN PLS. NO. 00040186
 OWNER APPROVAL: _____ DATE: _____
 VERDON WIRELESS APPROVAL: _____ DATE: _____

STATE OF KENTUCKY
 RALPH M. WALLEN
 2195
 REGISTERED
 LAND SURVEYOR

- LEGEND**
- LEASE LINE
 - - - EXISTING ELECTRIC
 - - - EXISTING TELEPHONE
 - - - EXISTING ELECTRIC
 - - - FENCE LINE
 - ⊕ POWER POLE
 - ⊕ TELEPHONE PEDESTAL
 - ⊕ WATER VALVES
 - ⊕ FIRE HYDRANTS

UTILITIES

TELEPHONE COMPANY: BALLARD TELEPHONE CO OP MEMBER OF SERVICE DEPT. 139 WEST 2ND STREET LA CENTER, KENTUCKY 42058 270.665.5185

POWER COMPANY: KENTUCKY UTILITIES MEMBER OF SERVICE DEPT. 137 SOUTH 4TH STREET BARLOW, KENTUCKY 42024 800.383.5582

POLICE CONTACTS: BALLARD CO. SHERIFF DEPT. 437 OHIO STREET WICKLIFFE, KENTUCKY 42087 270.335.3581

FIRE CONTACTS: WICKLIFFE FIRE DEPARTMENT 86 HAYLO AVENUE WICKLIFFE, KENTUCKY 42087 270.335.8205

FLOOD DATA: THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 210288-D123-B WHICH HAS AN EFFECTIVE DATE OF 1/22/1989 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. THERE WAS NO FIELD SURVEY PERFORMED TO DETERMINE THIS ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION FROM FEMA.

NOTE: THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.