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Shepherdsville, KY 40165-0369
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May 30, 2006

RECEIVED

MAY 31 2006

PUBLIC SERVICE
COMMISSION

VIA FEDEX

Kentucky Public Service Commission
Attn: Susan Hutcherson
211 Sower Blvd.
Frankfort, KY 40602-0615

RE: PSC Case No. 2005-00059
Site Name: Chenault

Dear Ms. Hutcherson:

On behalf of my clients Cellco Partnership, d/b/a Verizon Wireless and Mid-States Properties, LLC, I am submitting the enclosed original and five (5) copies of Joint Motion for Approval of Transfer of Rights to Construct Wireless Communications Facility Site per prior Certificate of Public Convenience and Necessity. Please file stamp the additional copy and return it to us in the postage prepaid envelope. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Keith Brown", with a long horizontal flourish extending to the right.

F. Keith Brown
Attorney for Verizon Wireless

Enclosures

Cc: Dale Wright

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED
MAY 31 2006
PUBLIC SERVICE
COMMISSION

In the Matter of:

THE APPLICATION OF)
CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT) CASE NO.: 2005-00059
KY HWY 34 & CHENAULT BRIDGE ROAD)
LANCASTER, KENTUCKY 40444)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF GARRARD)

SITE NAME: CHENAULT

* * * * *

**JOINT MOTION FOR APPROVAL OF TRANSFER OF RIGHTS TO CONSTRUCT
WIRELESS COMMUNICATIONS FACILITY SITE PER PRIOR CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY**

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("Transferor"), and Mid-States Properties, LLC, a Kentucky Limited Liability Company ("Transferee"), by counsel, hereby jointly move the Kentucky Public Service Commission ("PSC") to approve the transfer of the rights to construct a Wireless Communications Facility (without change in facility design) per the prior Certificate of Public Convenience and Necessity issued in the within action based on the following facts and circumstances:

1. Transferor met all filing requirements applicable to the issuance of a Certificate of Public Convenience and Necessity as prescribed by the Kentucky Revised Statutes and the Kentucky Administrative Regulations, and such CPCN was issued by

the Public Service Commission of Kentucky ("PSC") by Order entered July 8, 2005 in the within action.

2. Pursuant to KRS 278.020, the CPCN would expire July 8, 2006 should construction not begin on the Wireless Communications Facility by that time or if the CPCN was not otherwise extended by the PSC.

3. Transferor's current budget for new build sites in the area does not currently allow Transferor to proceed with construction of the Wireless Communications Facility per the CPCN in advance of the July 8, 2006 deadline.

4. Transferor Cellco Partnership, d/b/a Verizon Wireless, nonetheless intends to meet the need for wireless service from the proposed Wireless Communications Facility site by entering into a collocation agreement with Transferee if the PSC will approve the within Joint Motion and allow Transferee to proceed with construction of the site pursuant to the within CPCN. A letter from the Verizon Wireless Real Estate Manager for Kentucky is attached hereto as **Exhibit A** and incorporated by reference to support this expressed intent of Verizon Wireless.

5. Transferee has entered into a real estate agreement with the ground owner of the within site property to allow its construction and operation of the tower, and the prior real estate agreement between Transferor and the ground owner has expired and is no longer in effect. Evidence of the new real estate agreement is attached hereto and incorporated by reference as **Exhibit B**.

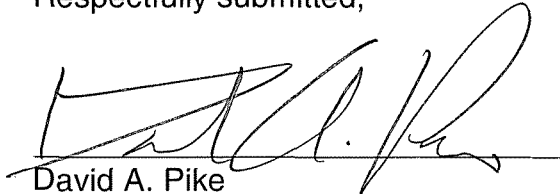
6. Transferee does not seek to change the design specifications of the Wireless Communications Facility from that which was originally approved by the PSC in the within action. A letter from the Vice President of Transferee is attached hereto

and incorporated by reference as **Exhibit C**. Such letter indicates the intent of Transferee to proceed to construct the Wireless Communications Facility per the previously approved design and to allow Verizon Wireless to collocate on the Facility.

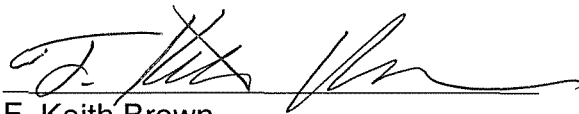
7. Time is of the essence in connection with the PSC's review of the within Joint Motion in that Transferor and Transferee seek an expedited decision sufficiently in advance of the expiration of the existing CPCN so that Transferee may begin construction in full compliance with the deadline of the original CPCN.

WHEREFORE, the Transferor and Transferee, by counsel, urge the PSC to approve the within Motion on an expedited basis without public hearing.

Respectfully submitted,



David A. Pike
And



F. Keith Brown
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Attorneys for Mid States Properties, LLC and
Cellco Partnership



Verizon Wireless
2441 Holloway Road
Louisville, KY 40299-6102

Phone 502 266-7531
Fax 502 266-7548

May 23, 2006

To: Public Service Commission of Kentucky
Mid-States Properties, LLC

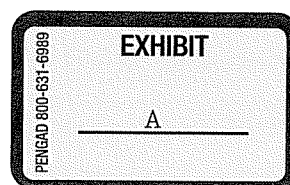
Re: Transfer of Rights to Construct Wireless Communications Facility
And Notice of Intent to Collocate on Facility
"Chenault" Site
Public Service Commission Case No. 2005-00059
Property Location: Garrard County, KY

This correspondence is to provide notice to the Public Service Corporation of Kentucky and Mid-States Properties, LLC that Cellco Partnership, d/b/a Verizon Wireless requests the PSC to approve the transfer of rights to construct the above-referenced Wireless Communications facility in Garrard County, Kentucky to Mid-States Properties, LLC, a Kentucky limited liability company. The current budget for Verizon Wireless for the area does not allow Verizon Wireless to proceed with the construction of this tower. However, because of the company's desire to meet the need for wireless service in the area evidenced by the original application, it is the intent of Verizon Wireless to enter a collocation agreement with Mid-States Properties, LLC and to collocate on the tower if the PSC allows transfer of rights and the tower is constructed.

Sincerely,

A handwritten signature in cursive script that reads "Amy Harper".

Amy Harper
Real Estate Manager
Verizon Wireless



Site Name: Chenault
Project No. 2004016812

OPTION AND LEASE AGREEMENT

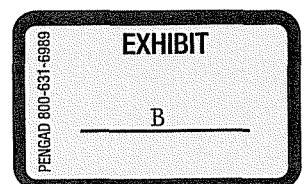
This agreement made this 12th day of March, 2006, between WILLIAM BRYANT and TAMMY BRYANT, husband and wife, having an address of 1264 Bryant's Camp Road, Lancaster, KY 40444, Social Security #/Tax ID _____ (hereinafter designated "Lessor") and MID STATES PROPERTIES, LLC, A Kentucky limited liability company, with its principal offices located at 4055 N. 128th Street, Brookfield, Wisconsin 53005 (hereinafter designated "Lessee"), the Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

Lessor is the owner of that Certain Real Property located in Garrard County, State of Kentucky, as shown on the Tax Map of the County of Garrard as Map No. 06-96-92 and being further described in Deed Book 217 at Page 176 as recorded in the Office of the Garrard County, Kentucky Court Clerk (the entirety of Lessor's Property is referred to hereinafter as the "Property"). Lessee desires to obtain an option to lease a portion of Property, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately 18,311.37 square feet, more specifically described as a ___ foot x ___ foot parcel and substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of \$ _____ hereinafter referred to as Option Money, to be paid by Lessee to the Lessor, which Lessee will provide upon its execution of this Agreement, the Lessor hereby grants to Lessee the right and option to lease said Premises including a right-of-way for access thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to Six months from the date first above written. At Lessee's election and upon Lessee's prior written notification to Lessor, the time during which the option may be exercised may be further extended for one additional period of six months through and including One year from the date first above written with an additional payment of _____ (\$) by Lessee to Lessor for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period or during the term of the lease, if the option is exercised, the Lessor decides to subdivide, sell or change the status of the Property or his property contiguous thereto, he shall immediately notify Lessee in writing so that Lessee can take steps necessary to protect Lessee's interest in the Premises.

Lessee may assign, sublet or otherwise transfer all or any part of its interest in this Agreement or in the Premises upon written notice to Lessor, subject to the assignee assuming all of Lessee's obligations herein and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only without Lessor's consent. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for



borrowed money or in respect of guaranties thereof, or (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

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

The Lessor shall permit Lessee, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee.

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

Notice of the exercise of this option shall be given by Lessee to Lessor in writing 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.

LEASE AGREEMENT

1. **PREMISES.** Lessor hereby leases to Lessee a portion of that certain parcel of property (the entirety of Lessor's property is referred to hereinafter as the "Property") containing 18,311.37 square feet situated on Map No. 06-06-02 all as shown on the Tax Map of Garrard County, KY together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along the fifteen (15) foot wide right-of-way extending from the nearest public right-of-way Chenault Bridge Road, to the demised premises, said demised premises and right-of-way (hereinafter referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

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

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

3. **TERM.** This Agreement shall be an initial term of five (5) years, beginning on the date the option is exercised by Lessee at an annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to Lessor, or to such other person, firm or place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The obligation to pay rent will begin immediately upon the exercise of the option, at which time rental payments and term will begin.

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

5. **EXTENSION RENTALS**

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

7. **USE: GOVERNMENTAL APPROVALS.** Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of Lessee (not including the access easement) EXCEPT THAT LESSEE'S DISCRETION IS LIMITED BY AN OBLIGATION TO LESSOR TO SURROUND ITS ANTENNA TOWER, EQUIPMENT SHELTERS, GENERATORS, CABINETS, AND OTHER INSTALLATIONS ON THE PREMISES WITH A SECURITY FENCE COVERING THE MINIMUM AREA REASONABLY NECESSARY TO OPERATE ITS WIRELESS COMMUNICATIONS FACILITY IN COMPLIANCE WITH APPLICABLE LAW AND REASONABLE BUSINESS PRACTICES. THE PORTION OF THE LEASE PREMISES

ENCOMPASSED WITHIN SUCH SECURITY FENCE MAY BE INCREASED AS LESSEE ELECTS TO EXPAND ITS ORIGINAL INSTALLATIONS ON THE PREMISES OR ADD INSTALLATIONS IN CONNECTION WITH ITS OPERATION OF A WIRELESS COMMUNICATIONS FACILITY ON THE PREMISES. THE FOREGOING LIMITATION ON LESSEE'S DISCRETION IS FOR THE PURPOSE OF LESSOR'S VEHICLES BEING ABLE TO MAINTAIN A 52' TURNING RADIUS ON LESSOR'S PROPERTY. VEHICLES USING SUCH TURNING RADIUS MAY TEMPORARILY ENCROACH ON THE LEASE PREMISES OUTSIDE OF THE FENCED PORTION OF THE LEASE PREMISES WHEN ENTERING OR LEAVING LESSOR'S PROPERTY. LESSOR AND LESSEE SHALL COOPERATE IN CONNECTION WITH THEIR RECIPROCAL RIGHTS IN SUCH PORTIONS OF THE LEASE PREMISES. LESSOR SHALL BE STRICTLY LIABLE TO LESSEE FOR ANY DAMAGE TO THE SECURITY FENCE OR INSTALLATIONS WITHIN THE FENCE AS A RESULT OF ITS USE OF THE 52' TURNING RADIUS. All improvements shall be at Lessee's expense and the installation of all improvements shall be at the discretion and option of the Lessee. Lessee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. Lessee will maintain the Premises in a good condition reasonable wear and tear excepted. Lessor will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as satisfactory soil borings tests which will permit Lessee use of the Premises as set forth above. Lessor shall cooperate with Lessee in its effort to obtain such approval and shall take no action which would adversely affect the status of the Property with respect to the proposed use by Lessee. In the event that any such applications shall be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that Lessee in its sole discretion will be unable to use the Property for its intended purposes or the Lessee determines that the Premises is no longer technically compatible for its intended use, Lessee shall have the right to terminate this Agreement. Notice of the Lessee's exercise of its right to terminate shall be given to Lessor in writing and shall be effective upon the mailing of such notice by the Lessee. All rentals paid to said termination date shall be retained by the Lessor. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. **INDEMNIFICATION.** Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. **INSURANCE.** The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts,

such insurance is now or hereafter carried by the Parties, or either of them. Lessor and Lessee each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$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 agrees that Lessee may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. **ANNUAL TERMINATION.** Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder and shall have paid all rents and sums due and payable to the Lessor by Lessee, Lessee shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given to the Lessor.

11. **INTERFERENCE.** Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the Lessee. The Parties acknowledge that there will not be adequate remedy at law for non-compliance with the provisions of this Paragraph and therefore, Lessee shall have the right to specifically enforce the provisions of this Paragraph in a court of competent jurisdiction.

12. **REMOVAL UPON TERMINATION.** Lessee, upon termination of the Agreement shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings and foundations more than two (2) feet below grade), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes Lessee to remain on the Property after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis, if based upon a longer payment term, until such time as removal of the building, antenna structure, fixtures and all personal property are completed.

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

14. **RIGHTS UPON SALE.** Should the Lessor, at anytime during the terms of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee, such sale shall be under and subject to this Agreement and Lessee's rights hereunder, and any sale by the Lessor of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Lessee in and to such right-of-way.

LESSOR: William Bryant and Tammy Bryant
1264 Bryant's Camp Road
Lancaster, KY 40444
Phone:

LESSEE: Mid States Properties, LLC
Attn: Maurice S. Meyers, President
4055 N. 128th Street
Brookfield, WI 53005
Phone: 262-783-8800

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

22. **SUBORDINATION AND NON-DISTURBANCE.** At Lessor's option, this Agreement shall be subordinate to any mortgage or security interest or other security interest by Lessor which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Agreement. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the Lessor shall immediately after this Agreement is executed, will obtain and furnish to Lessee, a non-disturbance agreement for each mortgage or other interest in recordable form. In the event the Lessor defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Lessee, may at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement, the sums paid by Lessee to cure or correct the defaults.

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

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

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

16. **TITLE.** Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the Lessee as set forth above.

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

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

19. **ASSIGNMENT.** Lessee may assign, sublet or otherwise transfer all or any part of its interest in this Agreement or in the Premises upon written notice to Lessee, subject to the assignee assuming all of Lessee's obligations herein and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only without Lessor's consent. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, or (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

25. **ENVIRONMENTAL.**

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

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

26. **CASUALTY.** In the event of damage by fire or 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 Lease upon fifteen (15) days written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set forth as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

27. **CONDEMNATION.** In the event of any condemnation of the Property, Lessee may terminate this Lease upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the lost of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set forth as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

28. **SUBMISSION OF LEASE.** The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrant to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

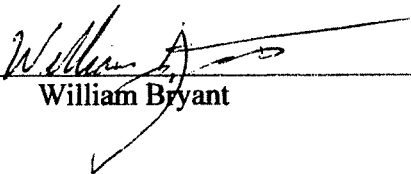
29. **APPLICABLE LAWS.** Lessee shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. Lessor agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the Lessee regarding any compliance required by the Lessee in respect to its use of the Premises.

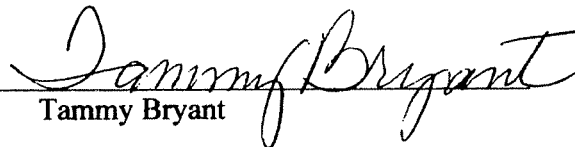
30. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement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

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

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

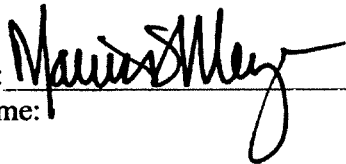
LESSOR:

By: 
William Bryant

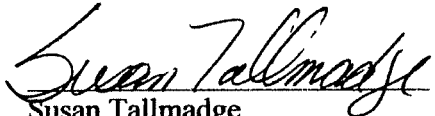
By: 
Tammy Bryant

LESSEE:

Mid States Properties, LLC

By: 
Name: _____
Its: _____

This instrument prepared by:


Susan Tallmadge
Mid States Properties, LLC
4055 N. 128th Street
Brookfield, WI 53005
Phone: 262-783-8800
Fax: 262-783-1818
Stallmadge@allcitycom.com
Member of Mid States Properties, LLC

STATE OF KENTUCKY
COUNTY OF GARRARD

LESSOR ACKNOWLEDGEMENT

This instrument was subscribed and sworn to, and acknowledged before me by WILLIAM BRYANT, one of the Lessors, on this 28 day of MARCH, 2006.




Notary Public, State at Large

STATE OF KENTUCKY
COUNTY OF GARRARD

LESSOR ACKNOWLEDGEMENT

This instrument was subscribed and sworn to, and acknowledged before me by TAMMY BRYANT, one of the Lessors, on this 28 day of March, 2006.

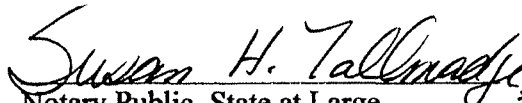

Notary Public, State at Large

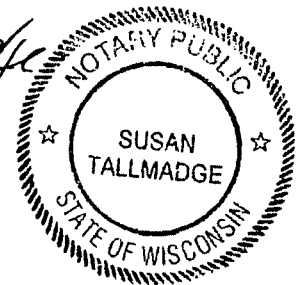
STATE OF WISCONSIN
COUNTY OF WAUKESHA

LESSEE ACKNOWLEDGEMENT

On this, the 12 day of May, 2006 before me, the subscriber, a Notary Public, in and for the State of Wisconsin, personally appeared to me, Maurice S. Meyers, as President of Mid States Properties, LLC, a Kentucky limited liability company, and in due form of law, acknowledged that he is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written. My commission expires: 2-8-09


Notary Public, State at Large



Midstates Properties, LLC

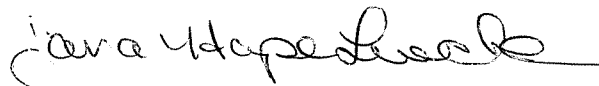
May 24, 2006

To: Public Service Commission of Kentucky
Cellco Partnership, d/b/a Verizon Wireless

Re: Transfer of Rights to Construct Wireless Communications Facility
And Notice of Intent to Accept Collocation on Facility
"Chenault" Site
Public Service Commission Case No. 2005-00059
Property Location: Garrard County, KY

This correspondence is to provide notice to the Public Service Corporation of Kentucky and Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless that Mid-States Properties, LLC, a Kentucky limited liability company, requests the PSC to approve the transfer of rights to construct the above-referenced Wireless Communications facility in Garrard County, Kentucky to Mid-States Properties, LLC, a Kentucky limited liability company. It is the intent of Mid-States Properties, LLC, if the transfer is approved, to construct the tower pursuant to the same design specification as approved by the issuance of the Certificate of Public Convenience and Necessity issued in Case No. 2005-00059. It is also the intent of Mid-States Properties, LLC to enter into a collocation agreement with Verizon Wireless in order to allow the service need identified in the original application in Case No. 2005-00059 to be served by the site when constructed.

Sincerely,



Jana Luecke
Vice President
Mid-States Properties, LLC

4055 N. 128th Street. Brookfield. WI 53005

