

Land Surveyors & Consulting Engineers

***GEOTECHNICAL
ENGINEERING STUDY***




Proposed White Oak Tower
11392 Lexington Road,
Lancaster, Garrard County, Kentucky
FStan Project No. 04-2784

**FStan Land Surveyors &
Consulting Engineers
2315 Crittenden Drive
PO Box 17546
Louisville, KY 40217
Phone: (502) 636-5111
Fax: (502) 636-5263**

Prepared For:

**Ms. Jana Luecke
Craig & Associates
2508 Newburg Road
Louisville, KY 40205**

January 5, 2005

-  - VICINITY AND 500' STRUCTURAL MAP
-  - ABUTTING PROPERTY OWNERS
-  - U.S.G.S. QUAD MAP

-  - PROPOSED LEASE AREA
-  - LEGAL DESCRIPTIONS
-  - FLOOD ZONE DATA

△ COORDINATE POINT LOCATION

NAD 1983
 LATITUDE: 37° 44' 35.16"
 LONGITUDE: 84° 37' 30.17"
 NAVD 1988
 ELEVATION: 925'
 STATE PLANE COORDINATE SOUTH ZONE
 (BLUE MARBLE GEOGRAPHIC CALCULATOR VERSION 3.0)
 NORTHING: 2155647.9225
 EASTING: 1965701.6263











⊗ POWER POLE

UTILITY COMPANY: KENTUCKY UTILITIES
 IDENTIFICATION # N/A

⊕ PROJECT BENCHMARK

NORTH: 2155691.1473
 EAST: 1965757.5551
 ELEVATION: 917.82'
 LOCATION: BEING A SET IPC LOCATED AT THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA

SYMBOL LEGEND

-  WOOD POWER POLE
-  LIGHT POLE
-  TELEPHONE PEDESTAL
-  GUY ANCHOR
-  MANHOLE
-  WATER VALVE
-  WATER METER
-  F.P. FENCE POST
-  SET #5 REBAR (UNLESS OTHERWISE NOTED)
-  EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

- EP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- ℄ CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CMP CORRUGATED METAL PIPE
- R SUBJECT PROPERTY LINE
- POB POINT OF BEGINNING

LINE LEGEND

- P—P—P— OVERHEAD ELECTRIC
- E/T—E/T—E/T— UNDERGROUND WATER LINE
- T—T—T— OVERHEAD TELEPHONE LINE
- X—X—X— EXISTING FENCE
- — — — — SUBJECT PROPERTY BOUNDARY
- — — — — RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINSTYLES DO NOT NECESSARILY APPEAR ON DRAWING(S) USE ONLY AS APPLICABLE

UNDERGROUND UTILITIES

CALL 2 WORKING DAYS
BEFORE YOU DIG
 INDIANA 1-800-382-5544
 KENTUCKY 1-800-752-6007
 UTILITIES PROTECTION SERVICE
 NON-MEMBERS MUST CALL DIRECTLY

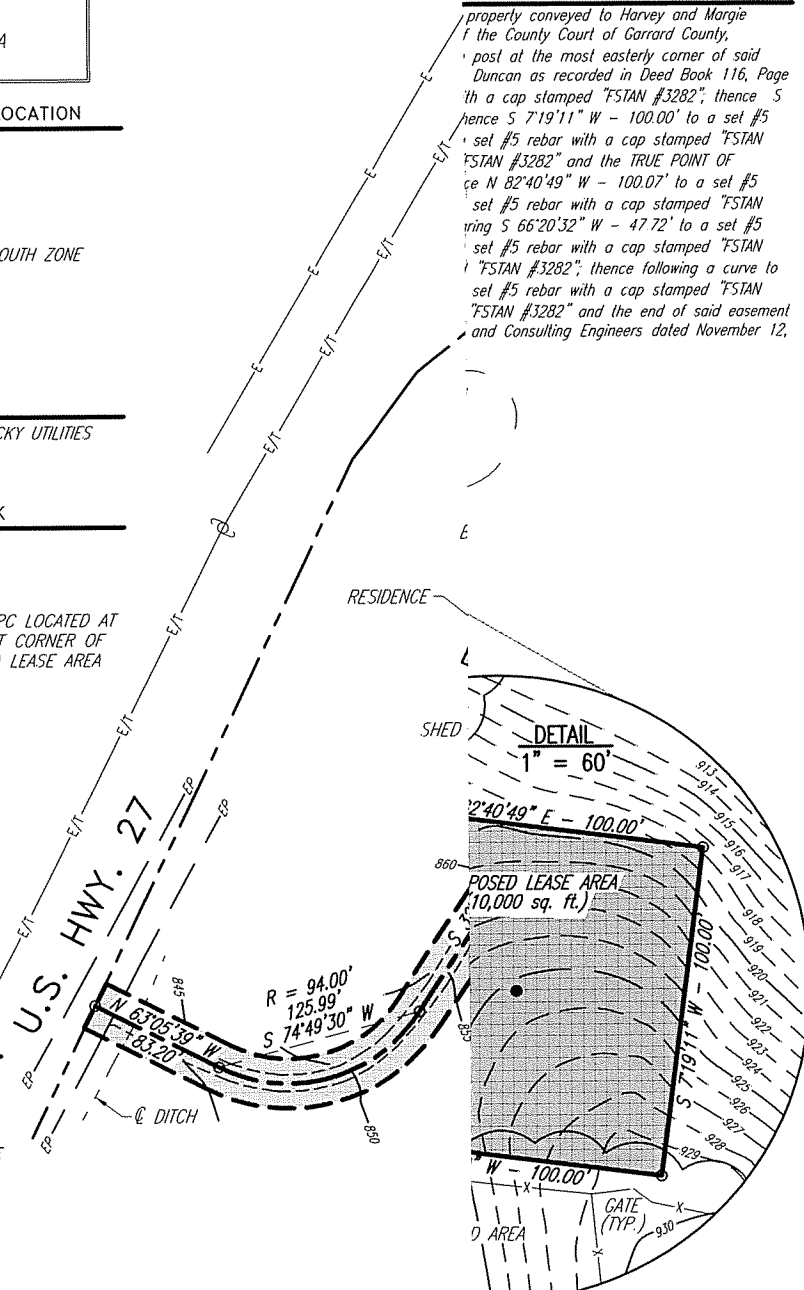
The utility information shown on this plot, prepared by FSTAN was obtained from existing records and or by field locations. It is the contractor's responsibility to verify their existence and location, and to contact the appropriate utility company for field locations.

on the property of Frazer & Mitzi L.

properly conveyed to Harvey and Margie of the County Court of Garrard County, post at the most easterly corner of said Duncan as recorded in Deed Book 116, Page 155 with a cap stamped "FSTAN #3282" and the "100.00'" to a set #5 rebar with a cap stamped "FSTAN #3282"; thence N 7°19'11" E - 100.00' to the true center, II, PLS. No. 3282 with FSTAN Land

S & UTILITY ESMT.

properly conveyed to Harvey and Margie of the County Court of Garrard County, post at the most easterly corner of said Duncan as recorded in Deed Book 116, Page 155 with a cap stamped "FSTAN #3282"; thence S 7°19'11" W - 100.00' to a set #5 set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING N 82°40'49" W - 100.00' to a set #5 set #5 rebar with a cap stamped "FSTAN #3282" and the TRUE POINT OF BEGINNING S 66°20'32" W - 47.72' to a set #5 set #5 rebar with a cap stamped "FSTAN #3282"; thence following a curve to set #5 rebar with a cap stamped "FSTAN #3282" and the end of said easement and Consulting Engineers dated November 12,



SURVEYORS ON TOWER SITE SURVEY

SOURCE OF BEARING AS "EXHIBIT B"

SITE SHOWN SUBJECT HEREON OR NOT DATE DATE

NO SEARCH OF PUBLIC RECORDS TO DETERMINE ANY GROUND ENTELLIGENCE OF THE PARENT TRACT. THIS DRAWING DOES NOT INSURE RATE MAPS (FIRM) MAP NO. 3, 1977 AND THE PROPOSED LEASE AREA EXISTING CONTOURS OR A FLOOD PRONE AREA.

CELLCO PARTNERSHIP



F.S. Land Company
 T. Alan Neal Company
 Land Surveyors and Consulting Engineers
 PO Box 17546 2313/2315 Crittenden Drive
 Louisville, KY 40217
 Phone: (502) 635-5866 (502) 636-5111
 Fax: (502) 636-5263

SITE NUMBER:

SITE NAME:

WHITE OAK

SITE ADDRESS:

11392 LEXINGTON ROAD
 LANCASTER, KY. 40444

PROPOSED LEASE AREA:

AREA = 10,000 sq. ft

PROPERTY OWNER

FRAZER & MITZI L. DUNCAN
 2300 SULPHUR WELL ROAD
 NICHOLASVILLE, KY 40356

MAP NUMBER:

18

LOT NUMBER:

57

SOURCE OF TITLE:

DEED BOOK 116, PAGE 155

DWG BY:

JMW

CHKD BY:

FSII

DATE:

11.09.04

FSTAN PROJECT NO.:

04-2765

SHEET 2 OF 2

REVISIONS:

SOURCE OF TITLE - 12.13.04



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

January 5, 2005

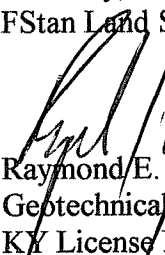
Ms. Jana Luecke
2508 Newburg Road
Louisville, KY 40205-2478

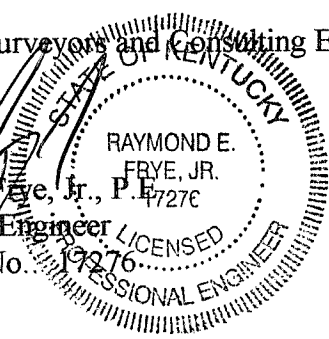
Re: Geotechnical Engineering Study
Proposed 300-foot SST
Cellco Partnership Site Name: White Oak
11392 Lexington Road, Lancaster, Garrard County, KY 40444
FStan Project No. 04-2784

Dear Ms. Luecke:

Transmitted herewith is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower foundations. We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact our office.

Cordially,
FStan Land Surveyors and Consulting Engineers


Raymond E. Frye, Jr., P.E.
Geotechnical Engineer
KY License No. 19276



Copies submitted: (3) Ms. Jana Luecke

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BORING LOCATION PLAN

GEOTECHNICAL BORING LOG

SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 300-foot Self-Supporting Telecommunications Tower

Cellco Partnership – White Oak
Duncan Property, 11392 Lexington Road
Lancaster, Garrard County, Kentucky
FStan Project No. 04-2784

1. PURPOSE AND SCOPE

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

2. PROJECT CHARACTERISTICS

Cellco Partnership is proposing to construct a 300 feet tall self-supporting communications tower on property owned by Mr. and Mrs. Frazer Duncan located on U.S Highway 27 (Lexington Road), Lancaster, Garrard County, Kentucky. The proposed lease area will be 100 feet x 100 feet with an access road running roughly west the lease area to U.S. Highway 27. At the time of our site visit, the area of the proposed tower was an open grass covered field surrounded by farmland. A truck mounted CME 55 rig was used to advance the borings. The surrounding area is gently sloping, with a site elevation of about 925 feet AMSL. Surface water runoff is directed by the topography toward the northwest. The location of the proposed tower is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a self-support communications tower 300 feet tall. We have assumed the following structural information:

- Compression (per leg) = 500 kips
- Uplift (Per Leg) = 400 kips
- Total shear = 45 kips

The development will also include a small equipment shelter near the base of the tower. The

wall and floor loads for the shelter are assumed to be less than 4 kip/ln.ft. and 200 lbs/sq.ft., respectively.

Site Geology

The 1971 Bryantsville Geologic Quadrangle map indicates the tower site is underlain by the Ordovician aged Rocks of the Lexington Limestone. The following summarizes the rock members present at the site.

Rock Unit	Elevation (feet MSL)
Sulphur Well Member	Above 920
Tanglewood Limestone Member	920 to 890
Grier Limestone Member	Below 890

These rock formations are generally light to medium gray to yellowish gray, and are fossiliferous or bioclastic. The upper formation, the Sulphur Well Member is encountered in lenticular to irregular beds and is separated by shale partings. The contact with the underlying Tanglewood Limestone Member is sharp. The Tanglewood Limestone Member is phosphatic, encountered in even beds and is fine to coarse grained. The Grier Limestone Member contains abundant marine fossils.

The topographic information indicates that sinkholes exist in the site vicinity, as the closest sinkhole was mapped about 1,200 feet east of the site. This sinkhole appears to have developed in the undivided Grier-Crudsville formation. Individual sinkholes were not mapped on this site and we believe that the risk of sinkhole development at this site is no greater than for other similar sites in the area.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling 3 soil test borings near the center of the proposed tower as located and staked on site by the project surveyor. The Geotechnical Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A reference sheet defining the terms and symbols used on the boring logs has also been included in the Appendix. The general subsurface conditions disclosed by the test borings are

discussed in the following paragraphs.

The topsoil at each of the boring locations was recorded to be about 12 inches thick. Below the topsoil, the borings encountered refusal materials.

The bedrock was sampled in boring B-1 to a depth of 41.0 feet below the existing ground surface (bgs). In general, the upper 10 feet of rock was highly weathered limestone as the core recovery was 43 percent and the Rock Quality Designation was only 20 percent. These values represent poor rock conditions from a foundation support viewpoint. The weathered limestone rock was encountered to a depth of 11 feet. Below this level the boring encountered hard, gray, fossiliferous limestone. The recovery of the limestone ranged from 83 and 100 percent and the Rock Quality Designation ranged from 70 to 91 percent. These values generally represent good quality rock from a foundation support viewpoint.

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

According to the 2002 Kentucky Building Code, Garrard County, Kentucky is within seismic design category B (an UBC equivalent seismic zone of 1). In this system, Zone E is the most seismically active while Zone B has the lowest earthquake potential. Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the building code, the site class is considered B. Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

4. GEOTECHNICAL DESIGN RECOMMENDATIONS

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

4.1. Tower

4.1.1 General

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

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

4.1.2. Drilled Piers

Based on a review of the column loads, the subsurface conditions encountered, and our experience with similar conditions, we recommend using drilled shafts to support the proposed self supported communications tower bearing on the unweathered limestone. The following sections provide design and construction recommendations for deep foundations required for heavily loaded structures.

Drilled piers that bear in the relatively unweathered limestone encountered by boring B-1 at or below a depth of about 11 feet can be designed for an allowable end bearing pressure of 40 kips per square foot (ksf). This allowable bearing pressure is based on the assumption that the bearing material for each drilled shaft will be observed and approved by the geotechnical engineer. If no inspection is conducted, we recommend sizing the foundations for 20 ksf. A concrete-to-rock (sound limestone) adhesion value of 6 ksf is available for rock socket capacity considerations to resist uplift. Total and differential settlements of foundations bearing on the unweathered limestone, using the recommended bearing pressure, should be about ¼ inch or less.

The following table summarizes the recommended values for use in analyzing lateral resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety should be used in conjunction with these values.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, Psf/one foot of depth
0 – 5	1,000	25	125	Neglect
5 – 11	1,500	34	125	150(D-5)
11+	2,500	38	135	185(D-11)

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated. Bedrock exists below 1 foot.

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

4.2. Equipment Building

The equipment building may be supported on shallow spread footings bearing on the weathered limestone and designed for a net allowable soil pressure of 2,000 pounds per square foot. The footings should be at least ten inches wide. The footings should bear at a depth of at least 30 inches. All existing topsoil or soft natural soil should be removed beneath footings.

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

Once the subgrade has been properly prepared and evaluated, fill may be placed to attain the desired final grade. Any non-organic, naturally occurring, non-expansive soils can be used for structural fill, including those encountered on this site, pending evaluation by the geotechnical engineer. In addition, if more than 3 feet of fill is placed below the tower foundation, the geotechnical engineer should be contacted.

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

4.3. Drainage and Groundwater Considerations

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

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

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

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

5.1. Drilled Piers

The following recommendations are recommended for drilled pier construction:

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

prevent excessive mud and water intrusion, and to allow workers to safely enter, clean and inspect the drilled shaft.

- Inspect the drilled shaft excavation after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Clean the socket "face" prior to concrete placements. Cleaning will require hand cleaning or washing if a mud smear forms on the face of the rock. The geotechnical engineer should approve the rock socket surface prior to concrete placement.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

5.2 Equipment Building

The following is recommended for the equipment building foundation construction:

The soils encountered in this exploration may lose strength if they become wet or frozen during construction. Therefore, we recommend the foundation subgrades be protected from exposure to water. Surface run-off water should be drained away from the excavation and not allowed to pond. If possible, all concrete should be placed that same day the excavation is made. If this is not practical, the excavation should be adequately protected. The following guides address protection of footing subgrades and our recommended remediation for any soft soils encountered.

- Protect foundation support materials exposed in open excavations from freezing weather, severe drying, and water accumulation.
- Remove any soils disturbed by exposure prior to foundation concrete placement.
- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.
- Level or suitably bench the foundation bearing area.

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

5.3. Fill Compaction

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

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

5.4. Construction Dewatering

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

6. FIELD AND LABORATORY INVESTIGATION

The soil test boring was drilled at the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The boring was extended to refusal materials. The refusal materials were sampled in one boring to the predetermined termination depth of 40.0 feet. The split-spoon and rock core samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and the rock core were placed in standard sample boxes and returned to our laboratory.

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

7. LIMITATIONS OF STUDY

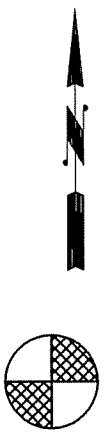
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. FStan is not responsible for the independent conclusions, opinions or recommendations made by others based on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

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

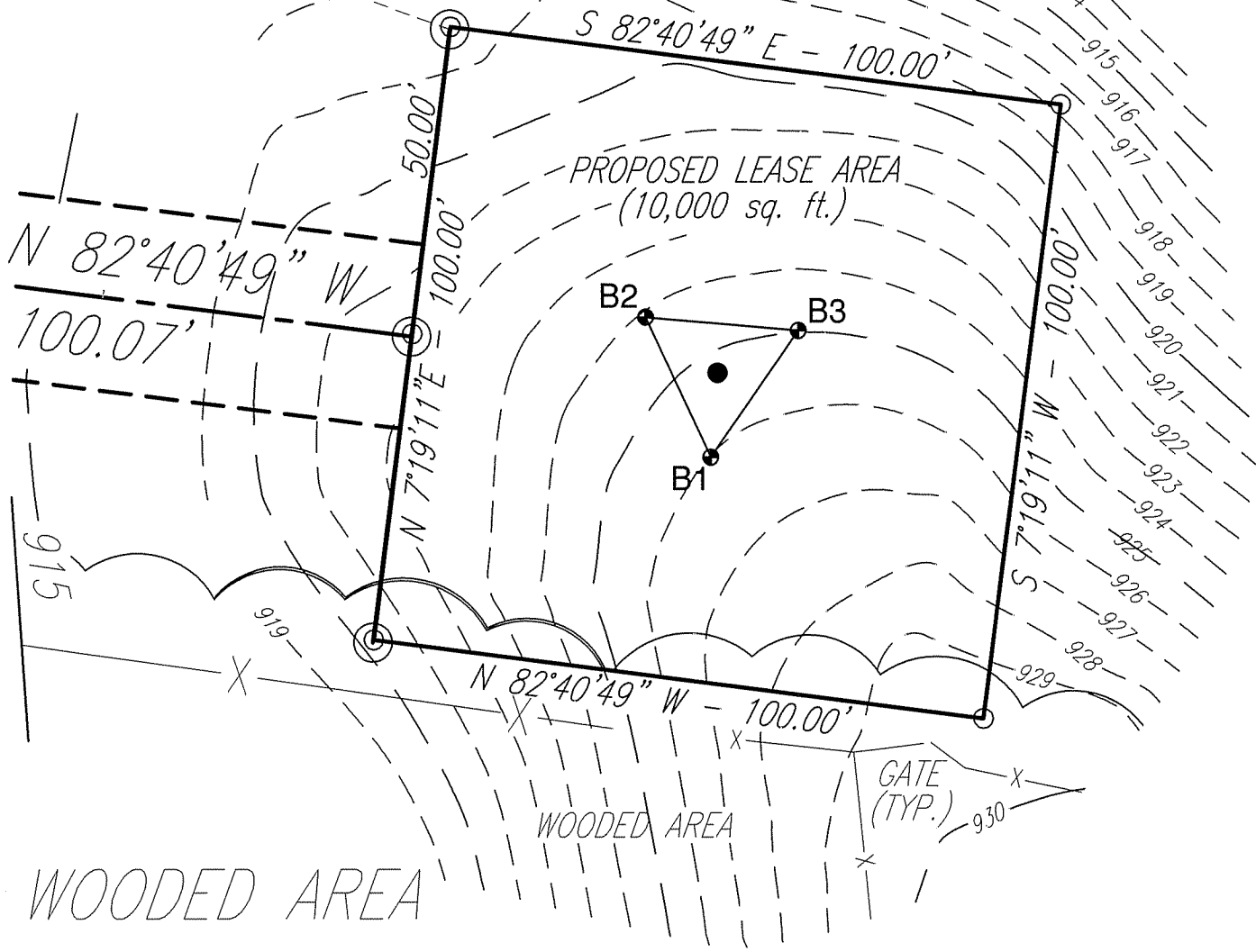
The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that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

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION



DETAIL
1" = 60'



● BORING LOCATION

BORING LOCATION PLAN

SITE NAME: WHITE OAK
 PROPOSED 300' SELF-SUPPORT TOWER
 11392 LEXINGTON ROAD
 LANCASTER, KY. 40444

NOT TO SCALE

FSTAN PROJECT #:
 04-2784

DATE:
 01-03-05

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

PO Box 17546 2313/2315 Crittenden Drive
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Louisville, KY 40217
(502) 636-5866
(502) 636-5263

Geotechnical Boring Log

Boring No: **B-1**

Client: Cellco Partnership	Project Number: 04-2784
Project: White Oak Tower Site	Drilling Firm: Rhodes, Inc.
Location: 11392 Lexington Road, Lancaster, KY	Project Manager: Ray Frye
Date Started: 12/26/2004	Total Depth of Boring: 41 ft
Date Completed: 12/28/2004	NA on rods
Boring Method: CME 55 rig w/HSA	NA at completion
Surface Elevation: NA	NA NA hours after completion

Layer Depth ft	Legend	Material Description	Depth Scale ft	Sample Data					Remarks	
				No.	Type	Blows	Rec. %	PP tsf		W %
1.0		Topsoil. Hard, gray, fossiliferous limestone with mud seams. WEATHERED.	0						SURFACE: Grass covered. Auger refusal at 1.0 feet. Begin coring. RQD = 20%	
			5	1	RC		43			
11.0		Hard, gray, fossiliferous limestone.	10							RQD = 87%
			15	2	RC		98			
			20						RQD = 70%	
			25	3	RC		83			
			30						RQD = 91%	
			35	4	RC		100			
41.0		Bottom of Boring at 41 ft	40							
			45							
			50							
			55							

GEOTECHNICAL BORING LOG 04-2784.GPJ FSTAN.GDT 1/5/05

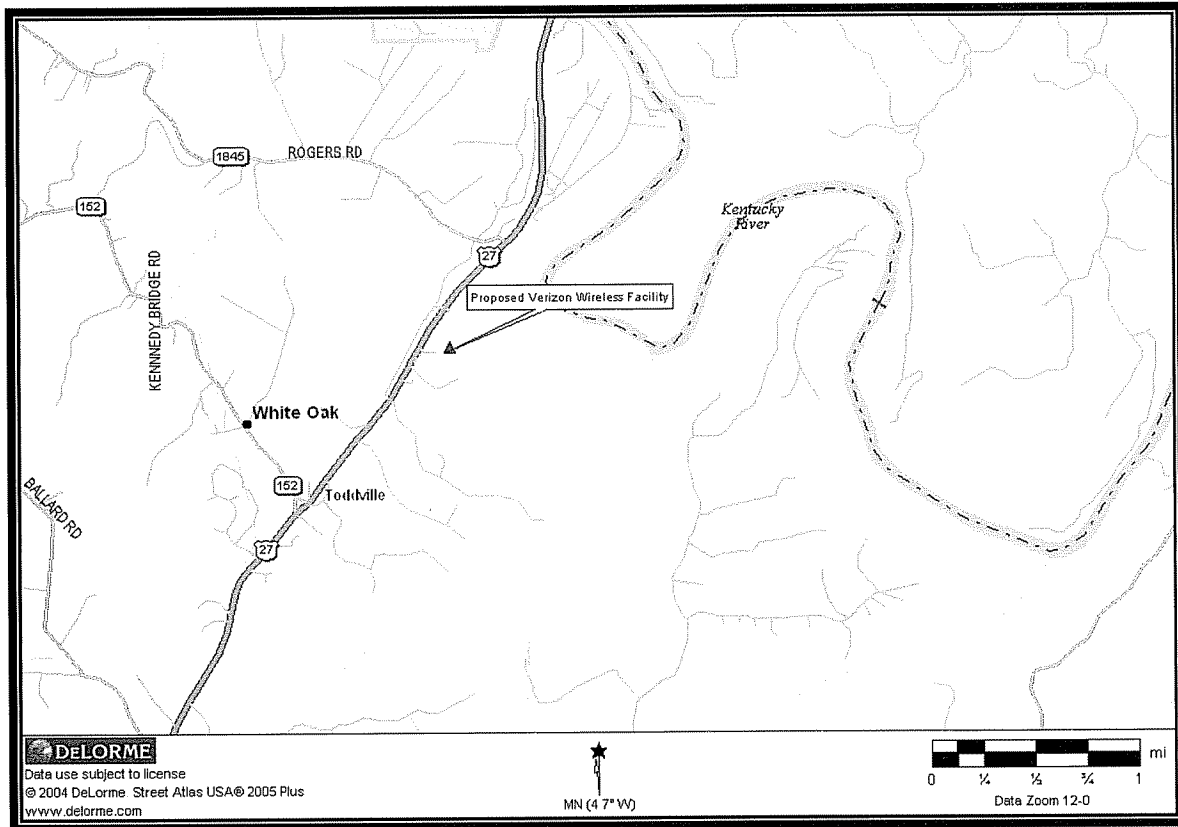
SOIL CLASSIFICATION CHART

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

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

**EXHIBIT I
DIRECTIONS TO WCF SITE**

**DRIVING DIRECTIONS TO PROPOSED
VERIZON WIRELESS FACILITY
SITE NAME: WHITE OAK**



- **From the Garrard County seat in Lancaster take U.S. Highway 27 (Lexington Road) north to 11392 Lexington Road. There is an existing access road located on the east side of U.S. Highway 27.**
- **Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Telephone: (800) 516-4293.**

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

Site Name: White Oak
Site Number: 2004016822

DOC# 07-22-96(5) Rev. 11/17/98

OPTION AND LEASE AGREEMENT

This Agreement made this 3rd day of June, 2005 by and between FRAZIER DUNCAN and MITZIE DUNCAN, husband and wife, having an address of 2300 Sulphur Well Road, Nicholasville, Kentucky 40356 and one of them have a Social Security #/Tax ID # [REDACTED], hereinafter collectively designated LESSOR and Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey, 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

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 Number 18-057 and being further described in Deed Book 116 at Page 155 as recorded in the Office of the County Court Clerk of Garrard County, Kentucky (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately TEN THOUSAND SQUARE FEET, more specifically described as a ONE HUNDRED FOOT BY ONE HUNDRED FOOT parcel and as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED] (\$ [REDACTED]), 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 June 30, 2005. 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 December 31, 2005, with an additional payment of [REDACTED] (\$ [REDACTED]) 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.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

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.

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

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

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

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

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 10,000 square feet situated on Parcel Number 18-057 of the County tax map of Garrard County, Kentucky, 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 a thirty (30) foot wide right-of-way extending from the nearest public right-of-way, HWY 27, 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 for an initial term of five (5) years, and beginning on the date the option is exercised by LESSEE at an annual rental of _____, to be paid in equal monthly installments of _____ on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as 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. Notwithstanding the foregoing, Lessee may elect to make its first lease payment as much as thirty one (31) days after the date of lease commencement as long as such rent payment includes rent accrued from the day of lease commencement.

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.

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

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least 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 to the other written notice of its intention to so 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 115% 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). 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 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 by LESSEE. In the event that any of such applications should 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 by certified mail, return receipt requested, 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

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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 the LESSOR. *Should LESSEE terminate this Agreement at any time prior to the expiration of the initial five year term of the Agreement for reasons other than LESSOR's Default, LESSEE shall be obligated to pay LESSOR the remaining rent which has not yet been paid for such five year period. LESSEE may elect to pay such sum by continuation of monthly rental payments or may choose to pay a lump sum amount. Should LESSEE chose to terminate this Agreement in renewal terms subsequent to the initial five year period under the provisions of the first sentence of this paragraph, LESSOR would be entitled to no rental payments for periods subsequent to termination and subsequent to any holdover period by LESSEE.*

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 the existing equipment of the LESSEE. The Parties acknowledge that there will not be an 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), 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 the 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 his 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 any time during the term 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.

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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 such rights at any time and take such action as may be lawful and 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. 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; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. 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.

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):

LESSOR: **Frazer Duncan and Mitzie Duncan**
2300 Sulphur Well Road
Nicholasville, Kentucky 40356

Site Name: White Oak
Site Number: _____

LESSEE: CELLCO PARTNERSHIP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

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 other 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 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 or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest or other security 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 such 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 the 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.

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 liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any

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way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the 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, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the 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 other casualty to the Premises that cannot reasonably be expected to be repaired within forth-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 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. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

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 loss 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 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 warrants 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

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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:

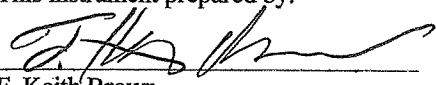
BY: 
FRAZIER DUNCAN

BY: 
MITZIE DUNCAN

LESSEE:

BY: 
HOWARD H. BOWER
AREA VICE PRESIDENT

This instrument prepared by:


F. Keith Brown
Pike Legal Group, PLLC
1578 Highway 44 East
P.O. Box 369
Shepherdsville, KY 40165
Phone: 502-955-4400
Fax: 502-543-4410
kbrownplg@aol.com
Phone: 502-955-4400
Fax: 502-543-4410
ATTORNEY FOR CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

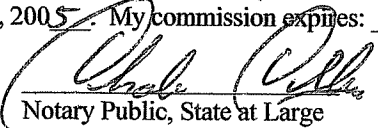
01/04/05

Site Name: White Oak
Site Number: _____

LESSOR ACKNOWLEDGEMENT

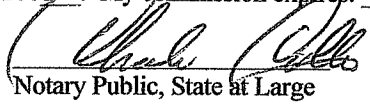
STATE OF Kentucky)
COUNTY OF Jessamine)

This instrument was subscribed, sworn to, and acknowledged before me by FRAZER DUNCAN, one of the Lessors, on this 16th day of January, 2005. My commission expires: 9/8/05.


Notary Public, State at Large

STATE OF Kentucky)
COUNTY OF Jessamine)

This instrument was subscribed, sworn to, and acknowledged before me by MITZIE DUNCAN, one of the Lessors, on this 16th day of January, 2005. My commission expires: 9/8/05.

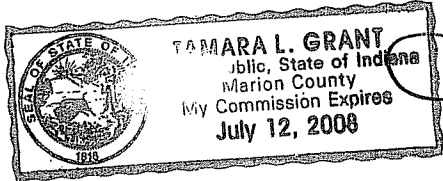

Notary Public, State at Large

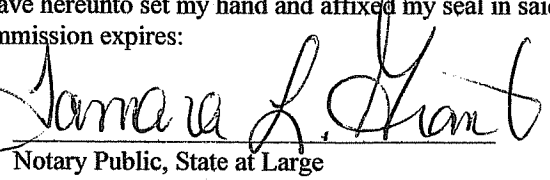
STATE OF Indiana)
COUNTY OF Hamilton)

LESSEE ACKNOWLEDGEMENT

On this, the 3rd day of June, 2005 before me, the subscriber, a Notary Public, in and for the State of Indiana, personally appeared to me HOWARD H. BOWER, as authorized officer and/or agent of CELLCO PARTNERSHIP, A DELAWARE GENERAL PARTNERSHIP, D/B/A VERIZON WIRELESS and in due form of law, acknowledged that he or she is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he or she executed the same as his or her 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:




Notary Public, State at Large

Site Name: White Oak
Site Number: _____

Exhibit "A"
(Survey of Property Attached)

ml.
J

01/04/05

CELLCO PARTNERSHIP

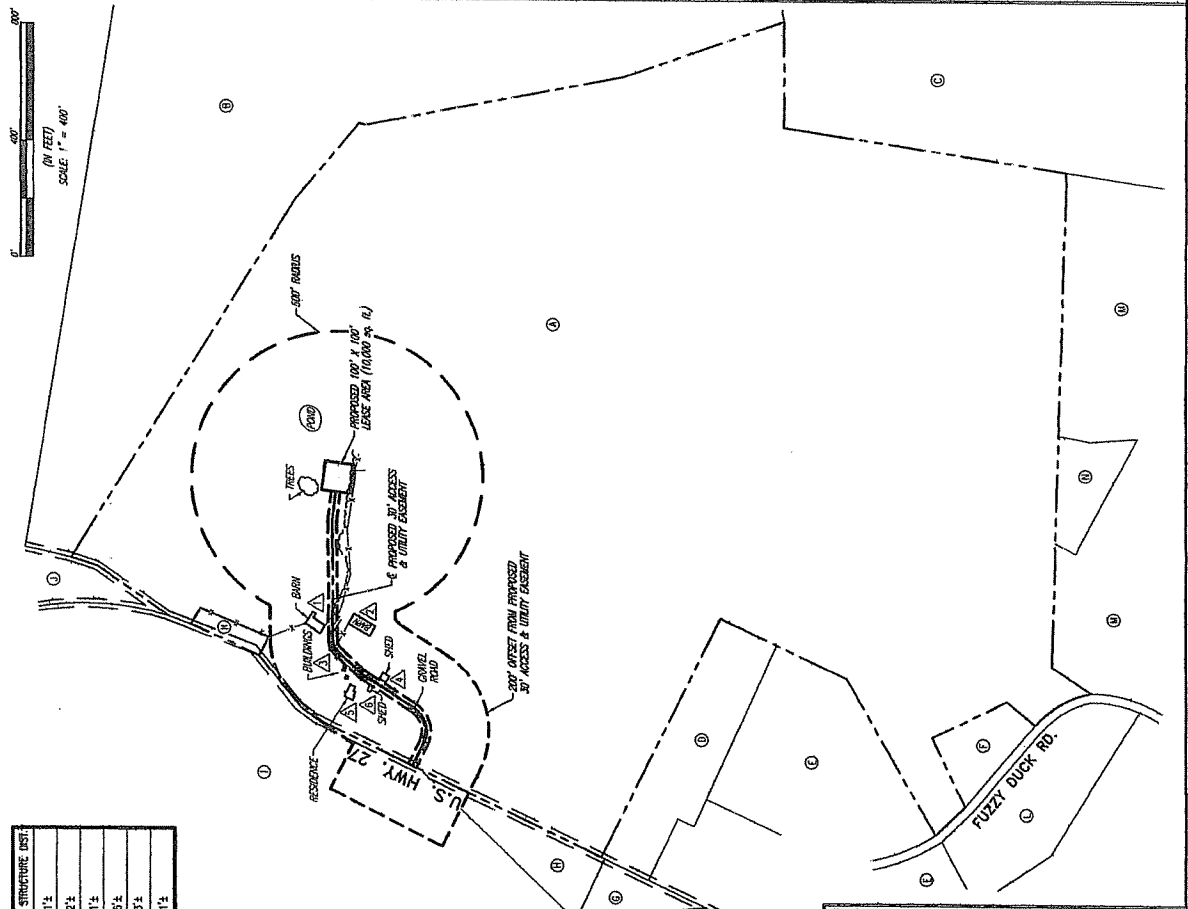


F.S. Land Company
 Land Surveyors and Consulting Engineers
 1749 2315/2315 Eastern Dr.
 Louisville, KY 40218
 Phone (502) 452-2525
 Fax (502) 452-2525

SITE NUMBER:	18
SITE NAME:	WHITE OAK
SITE ADDRESS:	11382 LESTON ROAD LANCASTER, KY 40444
PROPOSED LEASE AREA:	AREA = 10,000 sq. ft.
PROPERTY OWNER:	FRANZ & HEZI L. QUINN 2002 SULLY HILL ROAD NICHOLASVILLE, KY 40355
MAP NUMBER:	18
LOT NUMBER:	57
SOURCE OF TITLE:	DEED BOOK 116, PAGE 155
DATE:	11.09.04
CHD BY:	FSD
DATE:	11.09.04
ESTIM. PROJECT NO.:	04-2785
SHEET 1 OF 2	
REVISIONS:	
SOURCE OF TITLE - 12.14.04	
C1	

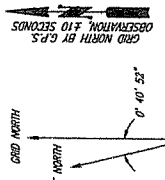
- MAP 18, LOT 57
 THOMAS, FRANK & WIFE
 2300 SULLY HILL ROAD
 LANCASTER, KY 40444
 DEED BOOK 116, PAGE 155
 NO ZONING
- MAP 18, LOT 51
 HUMPHREY, MICHAEL R. & BARBARA
 185 FUZZY DUCK ROAD
 LANCASTER, KY 40444
 DEED BOOK 170, PAGE 288
 NO ZONING
- MAP 18, LOT 51-01
 BROOKS, CARL & ANNE
 185 FUZZY DUCK ROAD
 LANCASTER, KY 40444
 DEED BOOK 170, PAGE 445
 NO ZONING
- MAP 18, LOT 60
 FRIZZ, STEPHEN & MICHELLE
 6344 LESTON ROAD
 LANCASTER, KY 40444
 DEED BOOK 151, PAGE 551
 NO ZONING
- MAP 18, LOT 59
 MITCHELL, WALTER T. & CHEROKEE
 405 RIVINGTON DRIVE
 LANCASTER, KY 40444
 DEED BOOK 174, PAGE 526
 NO ZONING
- MAP 18, LOT 56
 HENDER, BILL
 6322 LESTON ROAD
 LANCASTER, KY 40444
 DEED BOOK 174, PAGE 474
 NO ZONING
- MAP 18, LOT 56
 MCCOY, ARBELLA
 174 FUZZY DUCK ROAD
 LANCASTER, KY 40444
 DEED BOOK 74, PAGE 463
 NO ZONING
- MAP 18, LOT 55
 FOSTER, TERRY & ANNE
 173 FUZZY DUCK ROAD
 LANCASTER, KY 40444
 DEED BOOK 174, PAGE 639
 NO ZONING
- MAP 18, LOT 137
 LUDMAN, MORGAN
 2002 SULLY HILL ROAD
 LANCASTER, KY 40444
 NO RECORD RECORD FOUND
 NO ZONING
- MAP 18, LOT 136
 LUDMAN, MORGAN
 2002 SULLY HILL ROAD
 LANCASTER, KY 40444
 NO RECORD RECORD FOUND
 NO ZONING
- MAP 18, LOT 135
 WEAVER, JAMES
 6351 OLD LESTON ROAD
 LANCASTER, KY 40444
 NO RECORD RECORD FOUND
 NO ZONING
- MAP 18, LOT 134
 WEAVER, JAMES
 2002 SULLY HILL ROAD
 LANCASTER, KY 40444
 DEED BOOK 137, PAGE 606
 NO ZONING
- MAP 18, LOT 59
 BRUNWITZ, HARRY & MARIE
 1180 LESTON ROAD
 LANCASTER, KY 40444
 DEED BOOK 74, PAGE 487
 NO ZONING

* ADJOINING LAND OWNERS LISTED ARE BASED ON PROPERTY RECORDS MAINTAINED BY THE KENTUCKY PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY.
 BE A REPRESENTATIVE FROM GERRARD COUNTY, TO REQUIREMENTS BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY.



POWER TO STRUCTURE DIST.	
▲	471'±
▲	472'±
▲	641'±
▲	686'±
▲	713'±
▲	713'±

- SHEET 1**
- ▲ - VENTURY AND 500' STRUCTURAL MAP
 - ▲ - ADJOINING PROPERTY OWNERS
 - ▲ - U.S.C.S. QUAD MAP
- SHEET 2**
- ▲ - PROPOSED LEASE AREA
 - ▲ - LEGAL DESCRIPTIONS
 - ▲ - FLOOD ZONE DATA



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM SOUTH ZONE AND WAS DETERMINED BY COMPUTATION FROM G.S.S. OBSERVATION ON NOVEMBER 2, 2004.



QUAD MAP
 SCALE 1"=200'
 U.S.G.S. 7 1/2" MINUTE QUAD MAP OF GERRARDVILLE, KY.

Site Name: White Oak
Project No. 2004016822

MEMORANDUM OF OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND LEASE AGREEMENT, made this 3rd day of June, 2005, between FRAZIER DUNCAN and MITZIE DUNCAN, husband and wife, having an address of 2300 Sulphur Well Road, Nicholasville, Kentucky, hereinafter designated "LESSOR" and Cellico Partnership, a Delaware general partnership, d/b/a Verizon Wireless with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 hereinafter designated "LESSEE".

1. LESSOR and LESSEE entered into an Option and Lease Agreement dated June 3, 2005. Such Agreement has an initial term of five years if the Option is exercised. The Lease may be extended for up FOUR additional five (5) year terms.

2. In consideration of the payments, and subject to the terms and conditions, set forth in the Option and Lease Agreement, LESSOR has leased or subleased to LESSEE a portion of that certain parcel of property located in the County of GARRARD, State of Kentucky, containing approximately TEN THOUSAND (10,000) square feet situated on property on Parcel No. 18-057 of GARRARD County, and more particularly described in Exhibit "A" attached hereto and made part hereof. The lease or sublease includes the non-exclusive appurtenant rights for ingress and egress, seven days per week, twenty-four hours per 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 an existing right of way extending from the nearest public right of way. Lessor's interest in the subject parcel is described in a deed recorded in Deed Book 116, Page 155 in the Office of the GARRARD County, Kentucky, Clerk.

3. The lease commences not later than DECEMBER 31, 2005 if the Option is exercised, and a copy of the Option and Lease Agreement is on file in the offices of LESSOR and LESSEE.

4. The terms, covenants and provisions of the Option and Lease Agreement, of which this is a Memorandum, shall extend to and be binding upon the respective successors and assigns of LESSOR and LESSEE.

Site Name: White Oak
Project No. _____

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

LESSOR:



FRAZIER DUNCAN




MITZIE DUNCAN

LESSEE:

Cellco Partnership, a Delaware
General Partnership, d/b/a
Verizon Wireless

BY:



Howard H. Bower
Area Vice President

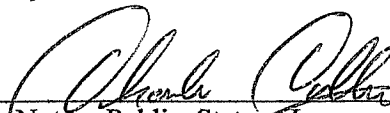
STATE OF: Kentucky
COUNTY OF: Jessamine

LESSOR ACKNOWLEDGEMENT

On this, the 10th day of January, 2005 before me, the subscriber, a Notary Public, in and for the State of Kentucky, personally appeared to me FRAZIER DUNCAN and MITZIE DUNCAN, and in due form of law, each acknowledged that he or she executed the within instrument as his or her voluntary act and deed.

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:

9/8/05



Notary Public, State at Large

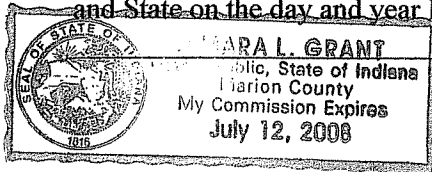
Site Name: White Oak
Project No. _____

STATE OF: Indiana
COUNTY OF: Hamilton

LESSEE ACKNOWLEDGEMENT

On this, the 3rd day of June, 2005 before me, the subscriber, a Notary Public, in and for the State of Indiana, personally appeared to me, Howard H. Bower, as Area Vice President of Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless, 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:



Tamara L. Grant
Notary Public, State at Large

This instrument prepared by:

F. Keith Brown

F. Keith Brown
Pike Legal Group, PLLC
1578 Highway 44 East
Suite 6
P.O. Box 369
Shepherdsville, KY 40165
Phone: 502-955-4400
Fax: 502-543-4410
kbrownplg@aol.com
Attorney for Cellco Partnership,
A Delaware General Partnership,
d/b/a Verizon Wireless

Site Name: White Oak
Project No. _____

EXHIBIT A

[INSERT SITE SKETCH OR SURVEY SIGNED BY LESSOR]

**EXHIBIT K
NOTIFICATION LISTING**

WHITE OAK LANDOWNER NOTICE LISTING

Frazer & Mitzi Duncan
11392 Lexington Rd.
Lancaster, KY 40444

Stephen & Michelle Price
11658 Lexington Road
Lancaster, KY 40444

Walter T. & Gwendolyn Mitchel
405 Ronclair Drive
Lancaster, KY 40444

Tim Wilder
11208 Lexington Road
Lancaster, KY 40444

Ardella McQueary
46 Fuzzy Duck Road
Lancaster, KY 40444

Tommy & Angela Preston
203 Fuzzy Duck Road
Lancaster, KY 40444

Doris Lemay
11185 Lexington Road
Lancaster, KY 40444

Thomas Peters and Willa Benning
204 W. Old Lexington Road
Lancaster, KY 40444

Dale & Reta Lemay
11257 Lexington Road
Lancaster, KY 40444

Denny Ford
2065 Glass Mill Road
Wilmore, KY 40390

Harvey & Margie Brumfield
11490 Lexington Road
Lancaster, KY 40444

Michael R. & Barbara Humphrey
263 Fuzzy Duck Road
Lancaster, KY 40444

Carl & Angela Brooks
281 Fuzzy Duck Road
Lancaster, KY 40444

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION



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

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: White Oak**

Dear Landowner:

Cellco Partnership, a Delaware General Partnership d/b/a, d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 11392 Lexington Road, Lancaster, Kentucky 40444 (37° 44' 35.16" North latitude, 84° 37' 30.17" West longitude). The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

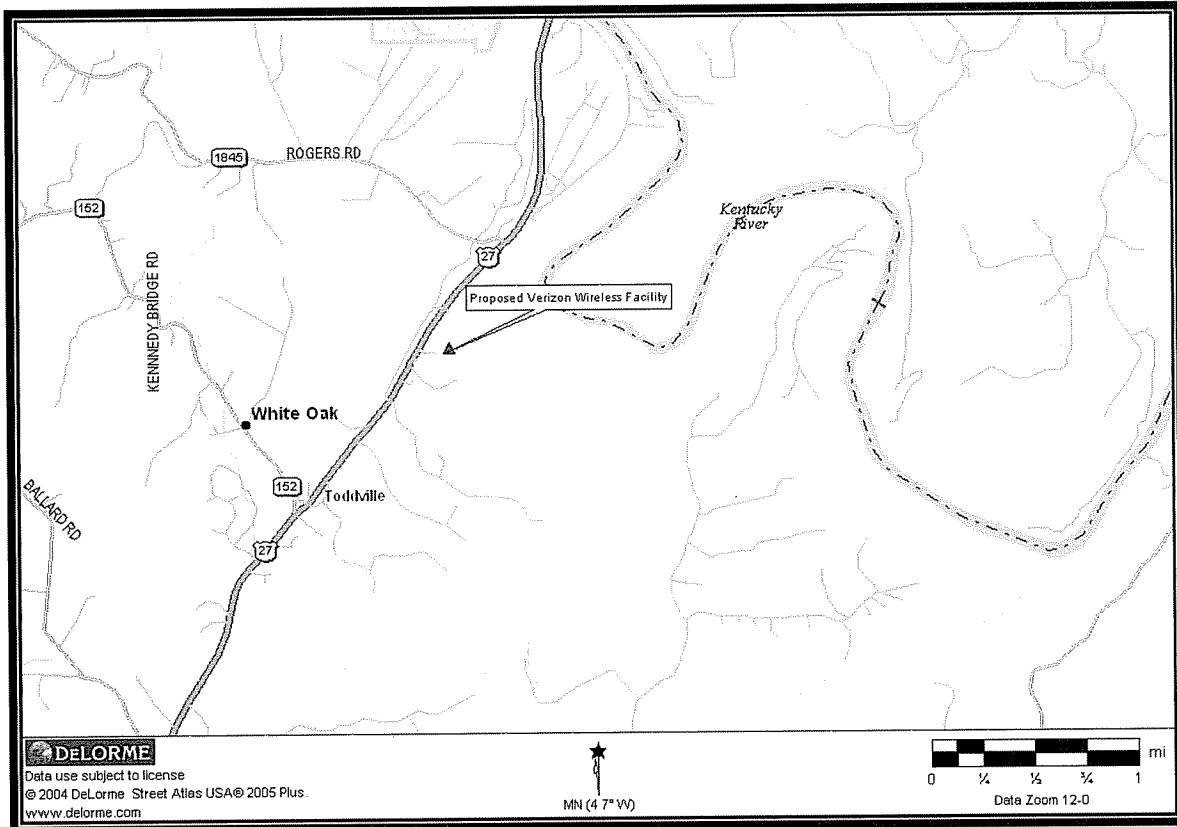
This notice is being sent to you because the Garrard County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00304 in any correspondence sent in connection with this matter.

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

Sincerely,
David A. Pike
Attorney for Verizon Wireless

enclosure

**DRIVING DIRECTIONS TO PROPOSED
VERIZON WIRELESS FACILITY
SITE NAME: WHITE OAK**



- From the Garrard County seat in Lancaster take U.S. Highway 27 (Lexington Road) north to 11392 Lexington Road. There is an existing access road located on the east side of U.S. Highway 27.
- Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Telephone: (800) 516-4293.

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

July 19, 2005

VIA CERTIFIED MAIL

Hon. E.J. Hasty
Garrard County Judge Executive
Garrard County Courthouse
15 Public Square
Lancaster, KY 40444

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2005-00304
Site Name: White Oak

Dear Judge Hasty:

Cellco Partnership, a Delaware General Partnership d/b/a, d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 11392 Lexington Road, Lancaster, Kentucky 40444 (37° 44' 35.16" North latitude, 84° 37' 30.17" West longitude. The proposed facility will include a 300-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00304 in any correspondence sent in connection with this matter.

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

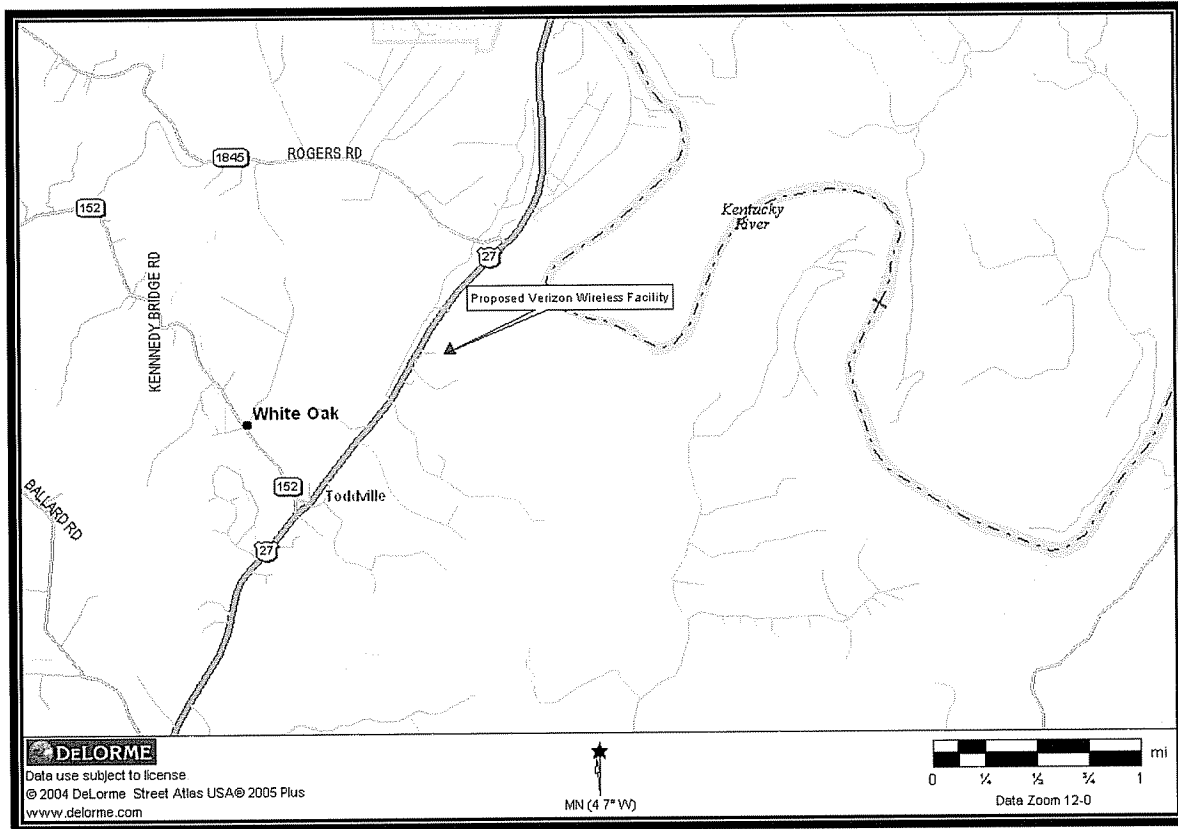
Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike
Attorney for Verizon Wireless

Enclosure

**DRIVING DIRECTIONS TO PROPOSED
VERIZON WIRELESS FACILITY
SITE NAME: WHITE OAK**



- **From the Garrard County seat in Lancaster take U.S. Highway 27 (Lexington Road) north to 11392 Lexington Road. There is an existing access road located on the east side of U.S. Highway 27.**
- **Prepared by: Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. Telephone: (800) 516-4293.**

EXHIBIT N
COPY OF POSTED NOTICES

WHITE OAK NOTICE SIGNS

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

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00304 in your correspondence.

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2005-00304 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

WHITE OAK SEARCH AREA

