

5/8/2007

Department of Public Protection
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Ky. 40601

RE: Case #2006-00052

Dear Sir or Madam,

RECEIVED
MAY 11 2007
PUBLIC SERVICE
COMMISSION

This is to inform you that this case cannot proceed in the manner laid out in the Order we received, dated May 3, 2007, scheduling a formal hearing on the matter for June 12, 2007.

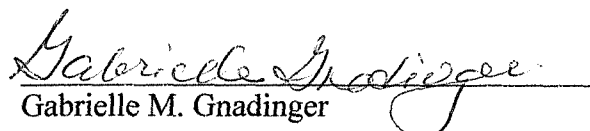
This letter and order states that the proposed site is located at 57 Missionary Dr. and includes lots numbered 12-W, 13-W, 14-W and 15-W of the Kirk Corlett Subdivision. It has been brought to the attention of the law firm of Dinsmore & Shohl, who represent the Cellular Company in this matter, on more than one occasion, that lot 15-W is unavailable because we hold a deeded easement on this property and have not, as yet, released this property for use of the cell tower site. We have also noted that the recent surveying of the proposed site, approximately 3 weeks ago, includes a stake 2/3rd of the way across our driveway, indicating it as the corner of the proposed site. This stake is located directly in our easement. We want this matter clear and understood, as we approach the formal hearing scheduled for June 12. Without sufficient clarity on this matter, and favorable response in sufficient time before the hearing, we will be forced to bring legal representation into this matter to stop the entire process and protect our interests, until this easement conflict is settled. At this point, the cell tower site is encroaching illegally on our easement.

Since we are under extreme time limitations due to the filing, we request a postponement of the hearing until this matter is completely settled and clarified. To hold the hearing at this time, without this matter settled, would be premature, unfair, and a waste of government resources.

For information concerning this easement, we refer you, as we have Dinsmore & Shohl previously, to the deeds of record in the Jamestown, Ky. Courthouse, Book 216, page 329 and Book 65, page 377, copies of which are included.



David A. Gnadinger



Gabrielle M. Gnadinger

General Warranty Deed

Book 216
Pg. 329

THIS DEED OF CONVEYANCE is made and entered into on this the 17th day of July, 2003, by and between **WILLIAM H. HATFIELD & MARY FRANCES HATFIELD**, Husband & Wife, of 8005 Columbine Drive, Louisville, Kentucky 40258, Party of the First Part, and **DAVID A. GNADINGER & GABRIELLE GNADINGER**, Husband & Wife, of 5513 Pico Lane, Louisville, Kentucky 40219, Party of the First Second Part.

WITNESSETH: That for and in consideration of the full amount of **FIFTY-FIVE THOUSAND (\$55,000.00) DOLLARS**, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the Party of the First Part has bargained and sold and does hereby grant, sell, and convey to the Party of the Second Part, for and during their joint lives, with the remainder in fee simple, to the survivor of them, their heirs and assigns, the following described real property, lying and being in Russell County, Kentucky, and more particularly described as follows, to-wit:

TRACT I:

BEING Lot Nos. 37 and 38 in Block "A" of the Kirk R. Corlett Subdivision No. 1. For a complete description of same, reference is made to plat of said subdivision which is of record in Deed Book 58, Page 602, Russell County Court Clerk's Office, Jamestown, Kentucky.

THERE IS ALSO CONVEYED herein the right of second parties to use roadway easement that Kirk R. Corlett acquired from Charles E. Peck, et al., by Deed of Easement of record in Deed Book 65, Page 377, Russell County Court Clerk's Office, Jamestown, Kentucky, and for description of same, reference is made to said Deed of Easement.

EASEMENT

THIS DEED OF EASEMENT made and entered into on this the 22nd day of July, 1971, by and between Charles Peck and Kathleen Peck, his wife, and William Don Peck and Marilyn Peck, his wife, all parties of the first part, and Kirk R. Corlett of Russell Springs, Kentucky, party of the second part,
Deed Tax Pd. 3-21-72

WITNESSETH: That said parties of the first part for and in consideration of the sum of FIFTY (\$50.00) DOLLARS cash in hand paid, and no other consideration, the receipt of which is hereby acknowledged, do hereby grant unto the said party of the second part, his heirs and assigns forever, a right of way on and over a certain tract of land owned by the first parties, and described as follows:

A parcel of land being in Russell County, Kentucky in the Indian Mills Sub-Division and described as follows:
Being Lot No. 15W of the Indian Mills Sub-Division Sheet No. II, a plat of same being of record in Deed Book No. 30, Page 300, Russell County Court Clerk's Office. The right of way herein given shall be along the existing road across said Lot #15W from Sag Wah Trail to the property of second party herein, for second party, his heirs and assigns, to use as a roadway.

BEING part of the same property conveyed to first parties by Deed of Record in Deed Books 54, Page 639, Russell County Court Clerk's Office.

IN WITNESS WHEREOF the parties have hereunto set their hands on this the day and year first above written.

Charles Peck, MD
Charles Peck

Kathleen Peck
Kathleen Peck

William Don Peck
William Don Peck

Marilyn Peck
Marilyn Peck

STATE OF KENTUCKY
COUNTY OF RUSSELL...Sct:

The foregoing Instrument was acknowledged before me this the 22nd day of July, 1971 by Charles Peck, Kathleen Peck, William Don Peck and Marilyn Peck.

Howard E. [Signature]
Notary Public, Russell Co., Ky.

BOOK 65
PG. 377