COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MAY 0 2 2007

RECEIVED

PUBLIC SERVICE COMMISSION

APPLICATION OF CELLCO PARTNERSHIP d/b/a) VERIZON WIRELESS FOR ISSUANCE OF A) CERTIFICATE OF PUBLIC CONVENIENCE AND) NECESSITY TO CONSTRUCT AN ADDITIONAL) CELL FACILITY AT 57 ILES MILL ROAD, SALT LICK) BATH COUNTY, KENTUCKY)

) Case No. 2007-00170

(THE SNEDEGAR CELL FACILITY)

APPLICATION

Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("Applicant") applies for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility to serve the customers of its cellular radio telecommunications network in the Commonwealth of Kentucky. In support of this Application, Applicant, respectfully states that:

1. Its complete name, address and telephone number are: Cellco Partnership, d/b/a Verizon Wireless, One Verizon Way, Basking Ridge, New Jersey 07920, (908)306-7000, having a local address of 652 South Third Street, Louisville, Kentucky 40202, (502)588-2348.

2. The Applicant is a Delaware general partnership and is therefore not subject to the Articles of Incorporation filing requirements set forth in 807 KAR 5:063 § 1(1)(a) and 807 KAR 5:001 § 8(1)(3). It is a successor in interest to GTE Wireless of the Mid-West Incorporated and GTE Wireless of the South Incorporated, both of which contributed assets to Cellco Partnership as the Public Service Commission was advised by letter dated July 5, 2000, a copy of which is attached hereto as **Exhibit A**. Cellco Partnership's Adoption Notice was filed with the Public Service Commission as "P.S.C. Adoption Notice No. 1" on July 5, 2000, effective pursuant to 807 KAR 5:011 § 9(1) on July 10, 2000. A copy of this Adoption Notice, stamped as "Effective" by the Public Service Commission is additionally attached as part of **Exhibit A**.

3. The Applicant proposes to construct an additional cellular facility in Bath County, Kentucky (the "Cell Facility"). The Cell Facility will be comprised of a 310' selfsupporting tower including attached antennas and an equipment shelter. The equipment shelter will contain the transmitters and receivers required to connect the cell facility with cellular telephone users, which will link the Cell Facility with Applicant's other cells. The Cell Facility will be fenced with a secured access gate. Two sets of project drawings are being submitted with this Application. A detailed description of the manner in which the Cell Facility will be constructed is included in the drawings and on the Survey (scale: 1" = 200'). A reduced copy of the Survey is attached as Exhibit B. The Survey is signed and sealed by Frank L. Sellinger, III, a professional registered surveyor in Kentucky and it depicts the proposed location of the tower and all easements and existing structures on the property on which the tower will be located. A vertical tower profile and its foundation, each signed and sealed by a professional engineer registered in Kentucky are attached as Exhibit C. The tower design plans include a description of the standard according to which the tower was designed.

4. A geotechnical investigation report performed by FStan Land Surveyors and Consulting Engineers, dated February 13, 2005 is attached as Exhibit D. The geotechnical investigation report is signed and sealed by Elizabeth W. Stuber, P.E., a professional engineer registered in Kentucky. The geotechnical investigation report includes boring logs, foundation design recommendations, and a finding as the proximity of the proposed site to flood hazard areas.

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

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

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

7. Similarly, the possibility of a strong wind has been considered in the design of this tower. It has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction. This tower has been designed in accordance with the Electronic Industries Association ("ETA") Standard RS-222E, which has been accepted and approved by ANSI and is a nationally recognized tower design standard. The ANSI/EIA standard utilizes a "stepped" wind loading in tower design. This means that a standardized wind speed (the "basic wind speed") is applied to the tower structure at the 33-foot level and then is "increased" with increments of tower height. In this case, the design wind speed is 75 mph. Using the appropriate wind speed for each antenna level, the thrust of the antenna and its corresponding waveguide load are applied to the tower

structure for maximum member loads.

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

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

The process that was used in selecting the site for the proposed Cell Facility by the applicant's radio frequency engineers was consistent with the process used for selecting generally all other existing cell facilities within the licensed area. The engineers used

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

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

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

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

12. The Federal Aviation Administration ("FAA") determined on March 6, 2007 that the proposed construction would not exceed FAA obstruction standards and would not be a hazard to air navigation. The determination from the FAA is attached as **Exhibit F**. An Application to the Kentucky Airport Zoning Commission ("KAZC") was filed on February 2, 2007, a copy of which is additionally attached as **Exhibit G**. Upon receiving a determination from KAZC, the applicant will forward a copy of such determination as a

supplement to this application.

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

14. The Cell Facility will be located at 57 Iles Mill Road, Salt Lick, Bath County, Kentucky. Appropriate notices 2' X 4' with the word "TOWER" in letters at least four inches high, have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after the Application is filed. The location of the proposed facility has been published in a newspaper of general circulation in Bath County, Kentucky. The Cell Facility's coordinates are: Latitude: 38° 09' 26.94"; Longitude: 83° 37' 17.03".

15. Clear directions to the proposed site from the county seat are: From Owingsville, take SR 36 to I-64 East and turn left. Follow to US 60 (exit 123) and turn right. Follow about 4.3 miles to Polksville Road and turn left. Follow about 1.1 miles to Vance Rd. and bear right. Follow to SR 6219 and bear left. Follow to SR 211 (Moores Ferry Road) and turn left. Follow to Iles Mill Road and turn right. Follow to site on the left. The telephone number for the person preparing the directions is 502-635-5866 and the individual's name is Charles E. Weiter. The Survey identifies every structure within 500' of the proposed tower, and all easements and existing structures within 200' of the access drive, including the intersection with the Public Street System, drawn to a scale no less

than one (1) inch equals 200'.

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

17. The site for the proposed Facility is located in a rural area that is agricultural in nature. All adjoining property is not zoned.

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

19. The site for the Cell Facility is to be leased from Dennis and Cheryl McKenzie. A copy of the Option and Lease Agreement is attached as **Exhibit J**.

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

21. Applicant plans to finance the construction of the Cell Facility through the use of working capital. If sufficient funds are not available from this source, the company will obtain funds through short-term loans payable within two years.

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

cellular phone.

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

Respectfully submitted,

L. Brent Me

W. Brent Rice McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC 201 East Main Street, Suite 1000 Lexington, KY 40507 Phone: 859/231-8780 COUNSEL FOR CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

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LIST OF EXHIBITS

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

GTE GOVERMENT RELATIONS

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JACKSON & KELLY PLLG

ATTORNEYS AT LAW 175 EAST MAIN STREET P. O. BOX 2150

LEXINGTON, KENTUCKYx40686x8460m 40588-9945

TELEPHONE BOG-255-9500 TELECOPIER 606-281-6478

http://www.jscksonkelly.com

412 MARKET STREET PARKERSBURG, WEST VIRGHKA 26(0) TELEPTICHE 314 424-3490

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1144 MARKET STREET WHEELING, WEBT WHEINIA 2000 TELEPHONE 004-200-4000

1660 LINCOLN STREET DENVER, COLORADO 503/14 TELEPHONE 303-18/0-0003

2401 PENNSYLVANIA AVENJE N.W. WASHINGTON, D.C. ROOJ7 TELEPHONE R02-073-0200

MEMBER OF LEX MUNICL THE WORLD'S LEADING ASSOCIATION OF INDEPENDENT LAW FURKS.

IGON LAIOLEY TOWER CHARLESTOYI, WEST VIRIUNIA 25.511-TELEPHONE 304-340-1000

"KU FORCHOFT AVENUE MARTINSBURG, WEST VIRGHNA 25402 IELEF"KONE 204-285 4800

256 HUSSELL Avenie New Martinsville, west virginia 20155 Telephone 204-455-1751

WXO HAMPTON CENTER MORGANTOWN, WEST VIRGINIA 20005 TELEPHONE 200-109-2000

1000 TECHNOLOGY DRIVE FAIRMONT, WEST VIRGINIA 20554 TELEPHONE 304-368-2000

July 5, 2000

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

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

Dear Mr. Huelsmann:

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

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

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

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

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

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

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

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

Sincerely yours,

Jeffrey J. Yost

JJY:bsh c: Mr. Francis Malnati Mr. Carl Povelites

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P.S.C. Adoption Notice No. 1 ADOPTION NOTICE

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

This notice is issued on the <u>STN</u> day of <u>Jucy</u>, 2000, in conformity with Section 20 of P.S.C. Tariff Regulations adopted by the Public Service Commission.

S. Mark Tuller Vice President, Legal and External Affairs and General Counsel Celloo Partnership d/b/a Verizon Wireless PUBLIC SERVICE COMMISSIC: , OF KENTUCKY EFFECTIVE

JUL 10 2000

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CELLCO PARTNERSHIP DIBIAI VERIZON WIRELESS

-CELLULAR RADIO TELECOMMUNICATIONS SERVICE TARIFF-

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

FUELIC SERVICE COMMISSION OF KENTLOKY EFFECTIVE

JUL 10 2000

PURSUANT TO 807 KAP 5011, 8ECTION 9 (1) BY: Stephano BALO EECRETARY OF THE OOKMES, 17

ISSUED: JULY 5, 2000

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CELLCO PARTNERSHIP DIBIAL VERIZON WIRELESS

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

EFFECTIVE: JULY 10, 2000

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09/21/2000

Federal Communications Commission

Wireless Telecommunications Bureau

Radio Station Authorization

Name of Licensee:	Call Sign KNKA638	File N 000020231	umber 2	Print Date 09/21/2000
Attention: Celico Partnership dba Verizon Wireless 180 Washington Valley Road	Market Number Chan CMA116		Chan A	nel Block
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SITE INFORMATION

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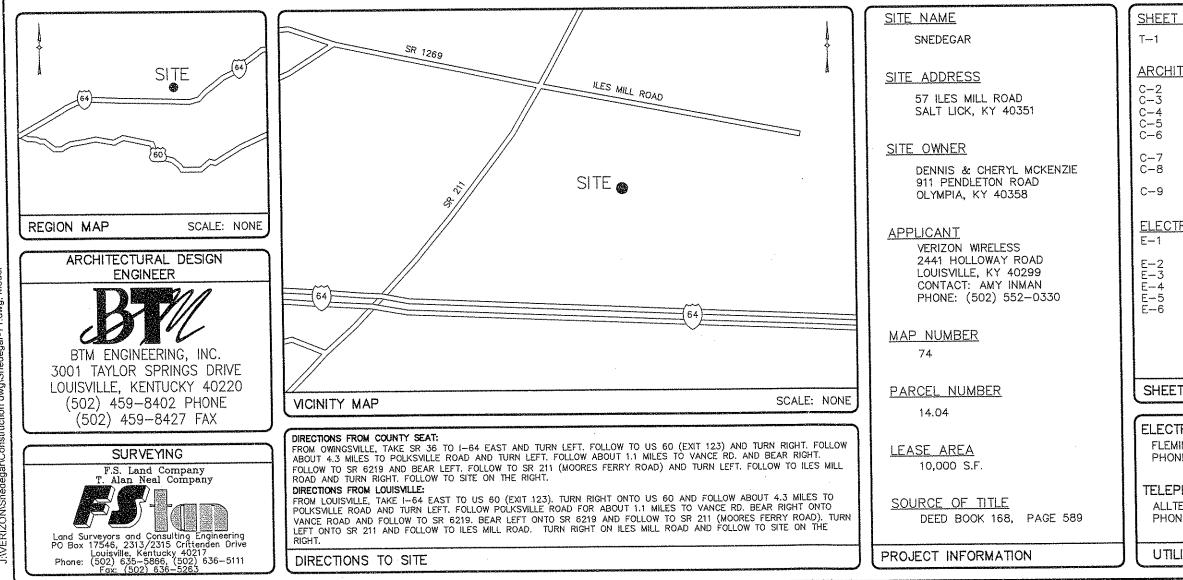
SNEDEG

57 ILES MILL ROAD BATH COUNTY SALT LICK, KENTUCKY 40

PROPOSED 285' SELF-SUPPOF WITH MULTIPLE CARRIE

UTILITY PROTECTION NOTE

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION 1-800-752-6007, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LO UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. AL AND GROUNDING TRENCHES PROVIDE A WARNING TAPE @ 12 INCHES AB UNDERGROUND INSTALLATION (SEE NEC 300.5).



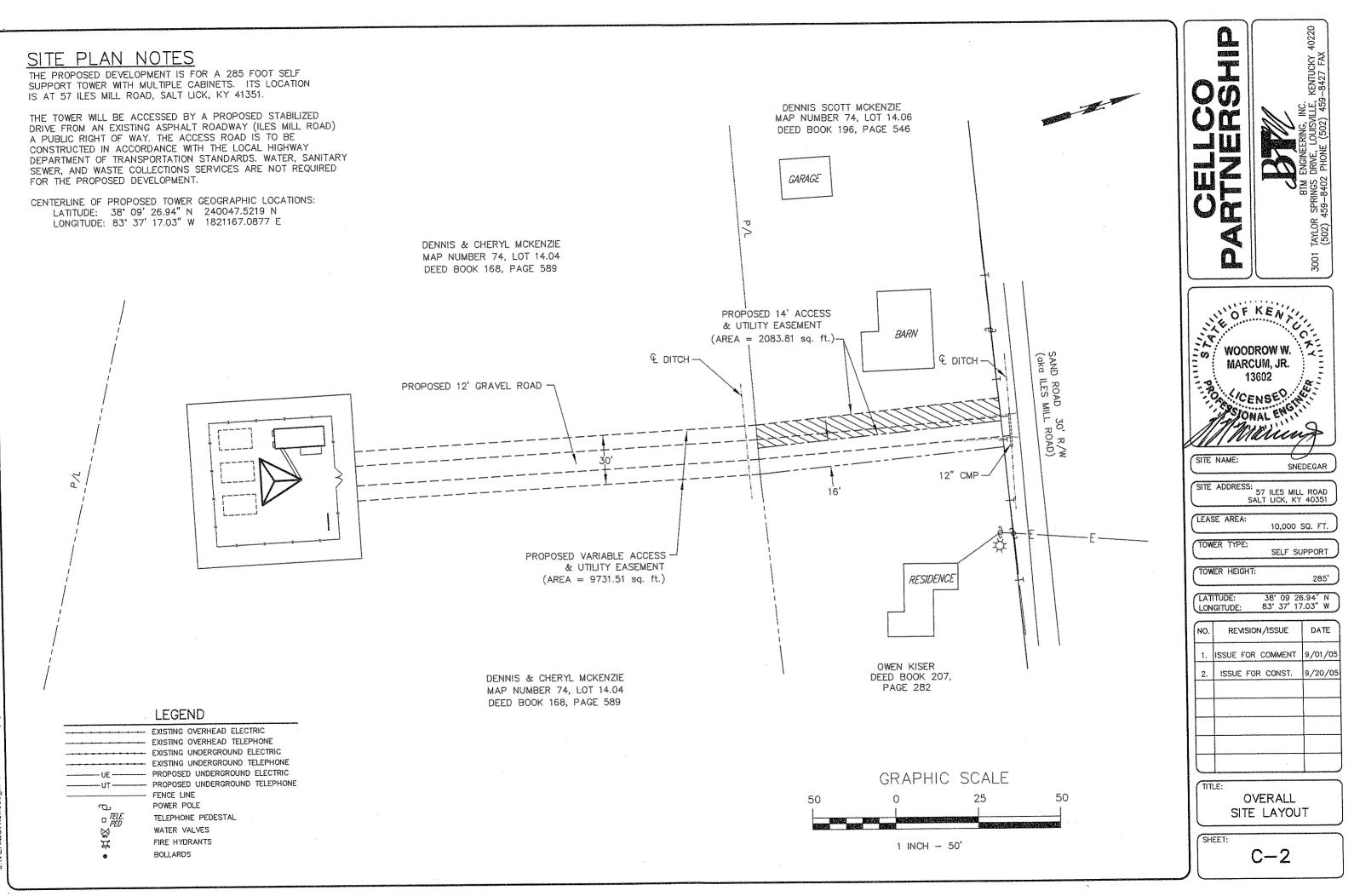
CELLCO

PARTNERSHIP

D/B/A VERIZON WIRELESS

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ECTRIC COMPANY LEMING/MASON UTILITIES HONE: (800)-464-3144 LEPHONE COMPANY LLITEL	TILE: TITLE SHEET, SITE INFO AND SHEET INDEX
HONE: (502)-543-2231	SHEET: T-1

9/01/05 9/20/05



SITE PLAN NOTES

1. THE PROPOSED DEVELOPMENT IS FOR A 285 FOOT SELF-SUPPORT TOWER AND MULTIPLE EQUIPMENT LOCATIONS. ITS LOCATION IS AT 57 ILES MILL ROAD, SALT LICK, KY. 40351

2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (ILES MILL ROAD) A PUBLIC RIGHT OF WAY. THE ACCESS ROAD IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL HIGHWAY DEPARTMENT OF TRANSPORTATION STANDARDS. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.

3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS: LATITUDE: 38' 09' 26.94" N, NORTHING: 240047.5219 LONGITUDE: 83' 37' 17.03" W, EASTING: 1821167.0877

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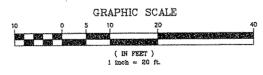
6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.

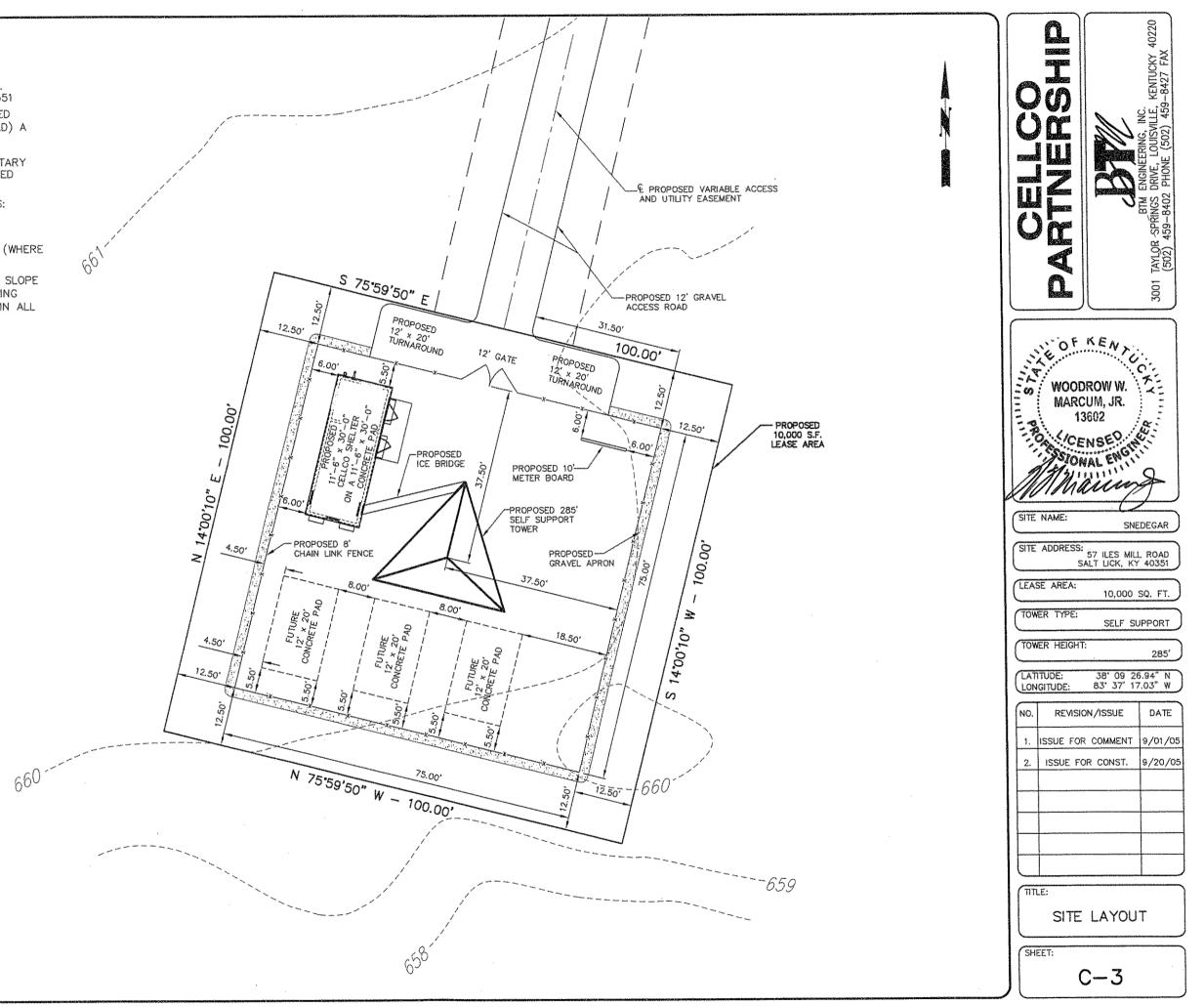
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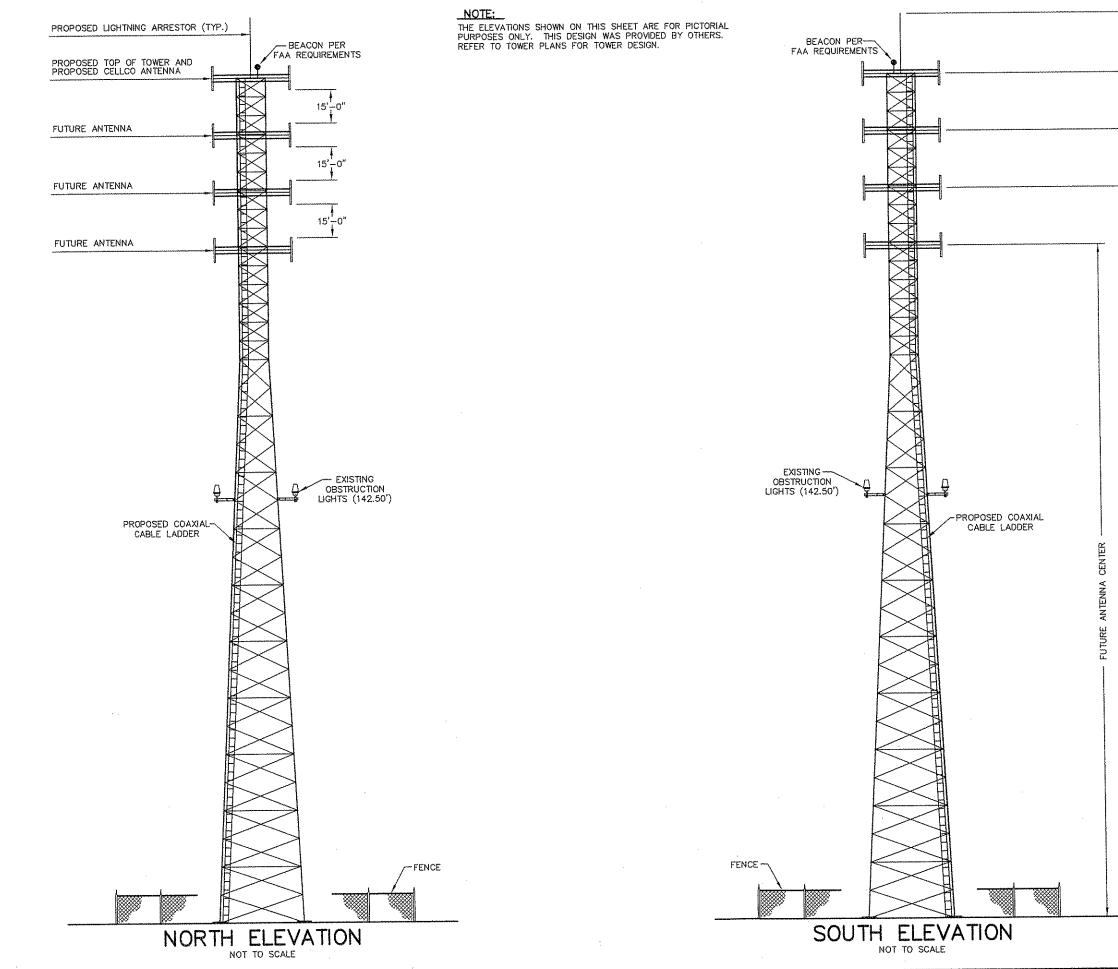


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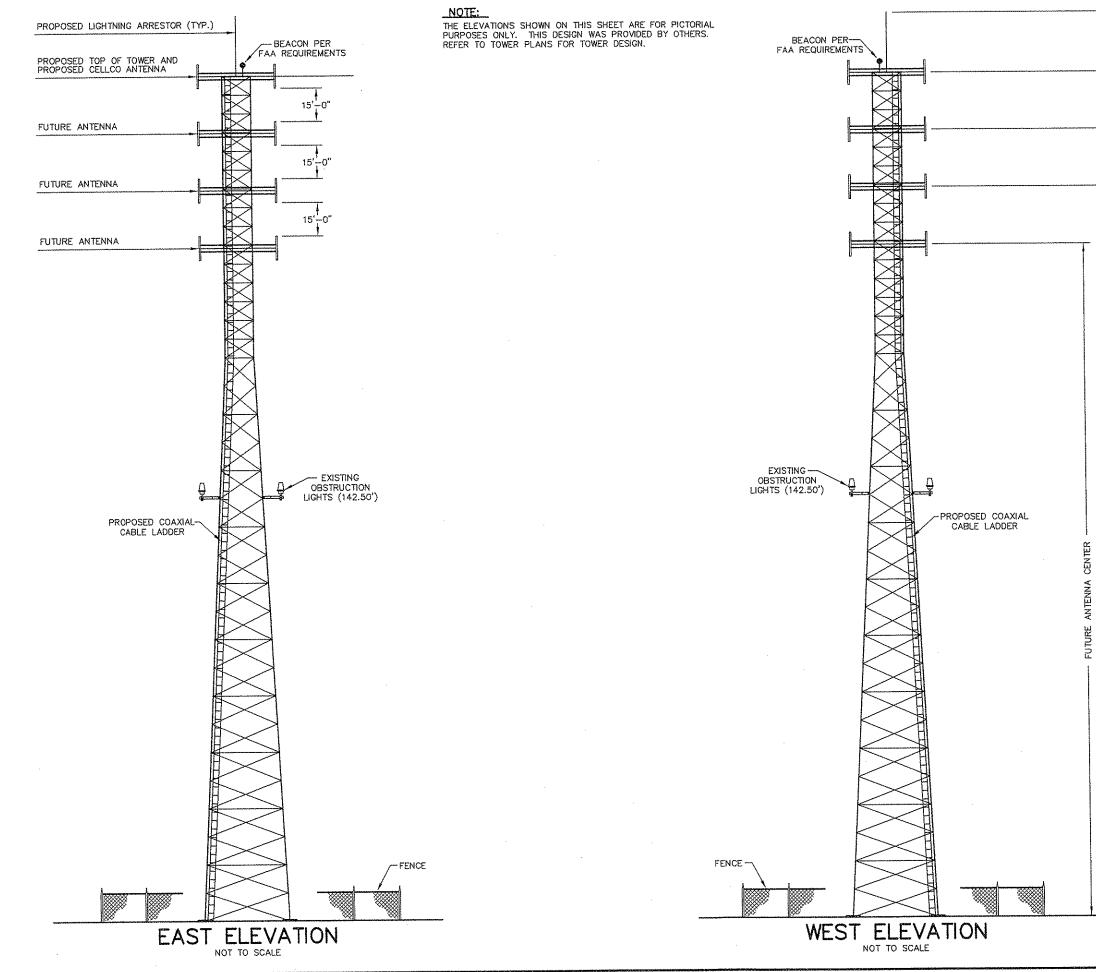
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LONGITUDE: 83* 37' 17.03" W NO. REVISION/ISSUE DATE 1. ISSUE FOR COMMENT 9/01/05 2. ISSUE FOR CONST. 9/20/05

GENERAL NOTES: EROSION CONTROL

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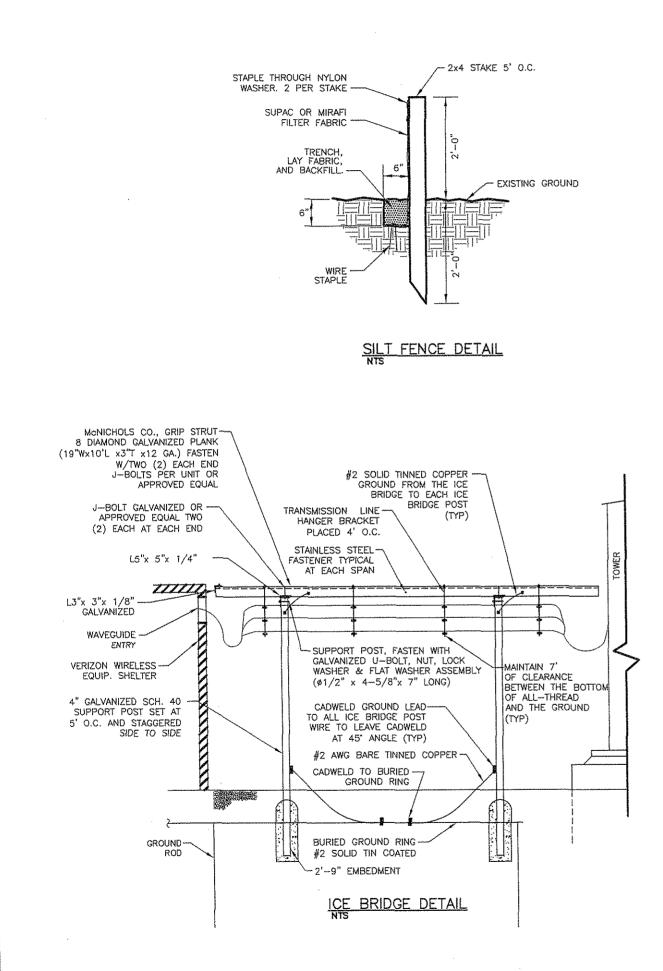
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	GENERAL NOTES: EROSION CONTROL	
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	THE OWNER'S ENGINEER TO PROTECT EXISTING PLANT MATERIAL UNLESS	AND UTILITY EASEMENT
	TOPSOIL SHALL BE STRIPPED, STORED, AND ADEQUATELY PROTECTED OM EROSION ON SITE BEFORE USE FOR FINAL GRADING.	
	INTROL MEASURES MAY BE NECESSARY IN THE FIELD. THIS SHALL BE INE BY THE CONTRACTOR AT THE DIRECTION OF THE OWNER OR THE	PROPOSED ACCESS ROAD
	SILT BASINS AND CHECK DAMS SHALL BE CLEANED OUT AND MAINTAINED SINCESSARY TO FUNCTION EFFICIENTLY.	PDa
CONSTRUCT SILT FENCE	SILT CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND IALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE. ANY MODIFICATIONS ISILT CONTROLS SHOWN ON THE APPROVED PLANS AS A RESULT OF TUAL FIELD CONDITIONS OR CONSTRUCTION PRACTICES SHALL BE STALLED IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES PER THE P.A.'S 1992 "STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES" ANUAL.	PROPOSED 12' GATE PROPOSED 12' X 20' TURNAROUND X 12' GATE PROPOSED 12' X 20' TURNAROUND X 12' GATE PROPOSED 12' X 20' TURNAROUND X 12' SATE PROPOSED 10' METER BOARD PROPOSED 285' SELF SUPPORT TOWER
	EXISTING CONTOUR PROPOSED CONTOUR PROPOSED SILT FENCE EXISTING GAS LINE YROPOSED FENCE + 738.5 SPOT ELEVATION	CONSTRUCT
(N F E T) 1 inch = 20 ft.	10 0 5 10 20 40 10 53 53 54 54 55 55 55 55 55 55 55 55 55 55 55	

40220 С С Ш \mathbb{O} A59 \bigcirc TT58₹**2** S 5 3001 TAYLOR (502) 4 Ω OT NEW TUR . 4. 1 WOODROW W. :01 MARCUM, JR. 13602 STONAL ENGINE SITE NAME: SNEDEGAR SITE ADDRESS: 57 ILES MILL ROAD SALT LICK, KY 40351 LEASE AREA: 10,000 SQ. FT. TOWER TYPE: SELF SUPPORT TOWER HEIGHT: 285' LATITUDE: LONGITUDE: 38' 09 26.94" N 83' 37' 17.03" W NO. REVISION /ISSUE DATE 1. ISSUE FOR COMMENT 9/01/05 2. ISSUE FOR CONST. 9/20/05 GRADING & EROSION CONTROL PLAN SHEET: C-6



SITE WORK GENERAL NOTES:

1. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.

2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RE-LOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.

3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PER VERIZON WIRELESS SPECIFICATIONS.

4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

5. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE SHELTER OR EQUIPMENT PAD AND TOWER AREAS.

6. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

7. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.

8. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING, OWNER AND/OR LOCAL UTILITIES.

9. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, AND SEEDED. SEE CONSTRUCTION NOTES FOR FURTHER INSTRUCTIONS.

10. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

CONCRETE AND REINFORCING STEEL NOTES:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318 AND THE SPECIFICATION 3300 FOR CAST-IN-PLACE CONCRETE.

2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.

3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.

4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE EXPOSED TO EARTH OR WEATHER:

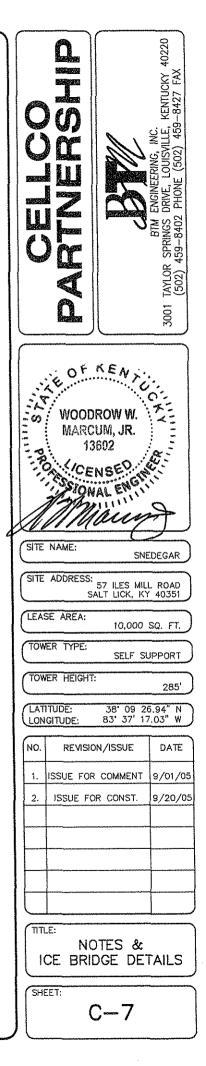
#6 AND LARGER #5 AND SMALLER & WWF 1 1/2 IN.

CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:

> SLAB AND WALL ... BEAMS AND COLUMNS 1 1/2 IN.

5. 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4. A

6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS: NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAMSET/REDHEAD OR APPROVED EQUAL.



GENERAL NOTES

1. DRAWINGS ARE NOT TO BE SCALED, THESE PLANS ARE INTENDED TO BE DIAGRAMMATIC ONLY. WORK INDICATED ON THE DRAWINGS SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO COMPLETE THE WORK. VERIFY ALL EQUIPMENT LOCATIONS WITH CONSTRUCTION MANAGER

2. PRICE TO SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT, INCLUDING DEMOLITION, MECHANICAL AND ELECTRICAL INSTALLATIONS AND SHALL ADJUST BID ACCORDINGLY.

3. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS ON THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THE CONSTRUCTION DOCUMENTS (ALSO KNOWN AS CONSTRUCTION PLANS) CAN BE ACCOMPLISHED AS SHOWN BEFORE PROCEEDING.

4. NOTIFY PROJECT MANAGER OF ANY MAJOR DISCREPANCY REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND/OR DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THIS CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK OR RELATED WORK IN UESTION.

5. INSTALL ALL EQUIPMENT AND MATERIALS PER MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED, OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

8. CONTRACTOR SHALL VISIT JOB SITE TO REVIEW SCOPE OF WORK AND EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL SERVICE, ELECTRICAL SERVICE AND OVERALL COORDINATION.

7. ALL TELEPHONE/RADIO EQUIPMENT LAYOUT, SPECIFICATIONS, PERFORMANCE, INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY CONSTRUCTION MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK AND CLEARANCE REQUIRED BY BE RESPONSIBLE FOR COORDINATING . OTHERS RELATED TO SAID EQUIPMENT.

8. ALL WORK PERFORMED AND MATERIALS SHALL MEET THE HIGHEST TRADE STANDARDS. AS A MINIMUM STANDARD, CONFORM WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES HAVING JURISDICTION. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK.

9. ELECTRICAL SYSTEMS SHALL BE INSTALLED PER N.E.C. AND IN ACCORDANCE WITH ALL APPLICABLE UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES. ORDINANCES AND APPLICABLE REGULATIONS.

10. CONTRACTOR SHALL PROVIDE CONTINUOUS SUPERVISION WHILE ANY SUB-CONTRACTORS OR WORKMEN ARE ON THE JOB SITE AND SHALL SUPERVISE AND DIRECT ALL WORK, CONTRACTOR SHALL BE SOLELY RESPONSIBILE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND COORDINATING ALL PORTIONS OF THE WORK UNDER THE

11. CONTRACTOR SHALL PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-AIOBC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.

12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH UNIFORM BUILDING CODE (UBC) LATEST EDITION, ALONG WITH LATEST EDITION OF THE UPC, UMC, AND THE LATEST EDITION OF THE NEC. CONTRACTOR SHALL PROTECT ALL EXISTING FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING CONSTRUCTION.

13. SEAL ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. USTED OR F.M. APPROVED MATERIALS. DETAILS AND SCHEMATICS PROPOSE TO SHOW END RESULT OF THE DESIGN.

14. MINOR MIDDIFICATIONS MAY DEEM TO BE NECESSARY TO SUIT JOB CONDITIONS AND DIMENSIONS. SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.

15. VERIFY ALL FINAL EQUIPMENT LOCATIONS WITH OWNERS REPRESENTATIVE.

16. DIMENSIONS ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED

17. CLEANUP AND SAFETY: KEEP PROJECT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE ALL COURMENT NOT SPECIFIED TO REMAIN THE PROPERTY OF THE OWNER, LEAVE PREMISES IN A VACUUM AND BROOM CLEAN CONDITION; FREE FROM PAINT SPOTS, DUST, OR SMUDDES OF ANY NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SYSTEMS EQUIPMENT IN A CLEAN WORKING ORDER UNTIL ACCEPTANCE OF THE PROJECT BY PROJECT MANAGER.

18. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REDLINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. THIS WILL BE DONE AFTER THE SITE HAS BEEN AWARDED THE FINAL INSPECTION. A MINIMUM OF TWO (2) COPIES OF REDLINED DRAWINGS WILL BE PROVIDED TO PROJECT MANAGER.

19. GENERAL CONTRACTOR IS RESPONSIBLE FOR CLEANING & WAXING SHELTER FLOORS AFTER ALL EQUIPMENT HAS BEEN INSTALLED.

20. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TRASH RECEPTACLE AND A PORTABLE TOILET AT THE SITE FOR THE DURATION OF CONSTRUCTION.

21. THE VERIZON WRELESS SHELTER SHALL NOT BE USED FOR STORAGE OF TOOLS, EQUIPMENT, ETC., BY ANY CONTRACTORS OR SUB-CONTRACTORS.

22. THE CONTRACTOR WILL BE RESPONSIBLE FOR PICKING TRASH DAILY AND REMOVING ITS CCUMULATION FROM THE CONSTRUCTION SITE. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A TRASH RECEPTICAL TO BE ON SITE FROM THE START OF CONSTRUCTION UNTIL RELEASED BY PROJECT MANAGER.

23. CONTRACTOR SHALL PROVIDE 90 DAY WEED CONTROL ON THE INSIDE OF COMPOUND ONLY, UTILIZING GROUND STERILANT OF CHOICE SUCH AS PRAMITAL 25E WITH SAHARA. THIS INSTRUCTION APPLIES TO ALL BUILDS (RAW LAND AND CO-LOCATION). CLOSEOUT BINDER DOCUMENTATION IS REOUBRED.

12" X 12" X 1/4"

TE DOWN PLATE 4 REQ'D. PER BUILDING

OUNDATION

CONSTRUCTION NOTES

THE 1. CONFIRM SURVEY STAKES AND SET ELEVATIONS PRIOR TO ANY CONSTRUCTION

2. THE COMPLETE ROAD AND SITE AREA WILL BE GRUBBED PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.

3. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES BELOW ORIGINAL GROUND LEVEL.

- 4. UNLESS OTHERWISE INSTRUCTED BY PROJECT MANAGER TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- 5. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ACCESS DRIVE,
- 6. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATION.
- 7. APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS

SOIL STERILIZERS: TOTAL KILL PRODUCT 910 - EPA 10292-7 PHASAR CORPORATION	AMOUSH HERBICIDE - EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS
P. 0. BOX 5123 DEARBORN, MI 48128 TEL 313 563-8000	1435 MORRIS AVENUE UNION. NJ 07083 TEL 800 526-4924

8. SOIL STERILIZER SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE EMERGENCE DESIGN AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

9. GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING SITE AND ACCESS ROAD TO BASE COURSE ELEVATION, WATER TO INSURE GROWTH.

10. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.

11. AFTER COMPLETION OF CONSTRUCTION BUT PRIOR TO THE FINAL PUNCH LIST INSPECTION, APPLY THREE (3) INCHES OF 3/4 INCH CRUSHED & WASHED STONE (OR MATCH EXISTING ON CO-LOCATED SITES) TO ALL GRAVELED AREAS.

12. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO THE STONE SURFACES.

13. SOIL STERILIZATION APPLICATION SHALL GUARANTEE VEGETATION FREE ROAD AND SITE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

14. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.

15. ROAD AND SITE MATERIALS AND CONSTRUCTION PRACTICES SHALL CONFORM TO KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD BRIDGE CONSTRUCTION, CURRENT EDITION.

16. THE CONTRACTOR SHALL REPAIR ALL AREAS DAMAGED DURING CONSTRUCTION, BACK AS CLOSE TO ORIGINAL AS POSSIBLE.

17. IF UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED THEY SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND WHERE POSSIBLE STABILIZED WITH MIRAFI-600X FABRIC OR EQUIVALENT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

18. ELEVATIONS FOR SITE AND ACCESS ROAD ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES INDICATED.

19. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION TO PERMIT USE, COMPACTION AND OBSERVATION DURING CONSTRUCTION OF THE SITE.

20. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.

21. THE CONTRACT SHALL BE ASSUMED TO INCLUDE GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE.

22. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.

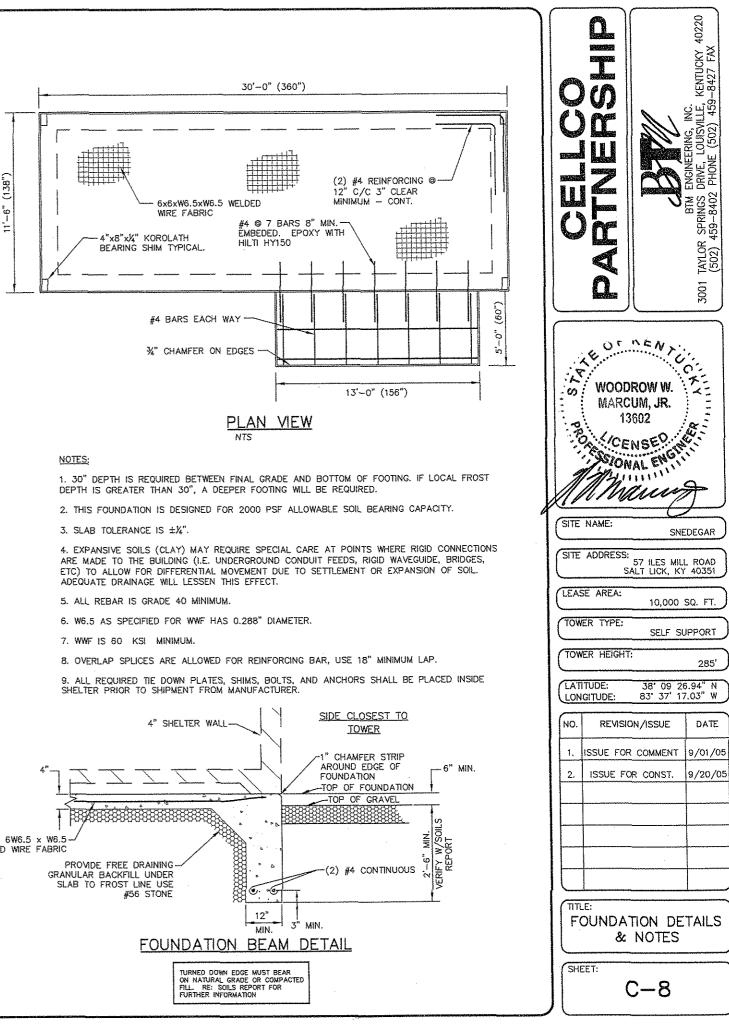
23. PLACE FILL OR STONE IN SIX INCH MAXIMUM LIFT AND COMPACT BEFORE PLACING NEXT LIFT.

24. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.

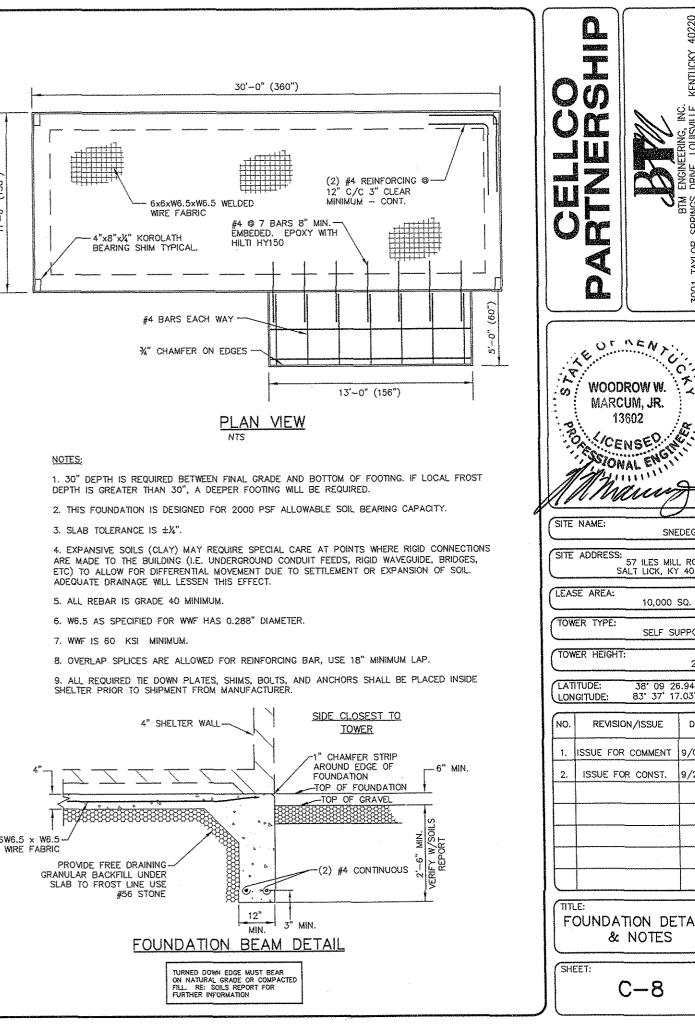
25. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES.

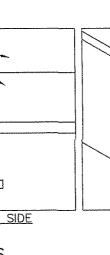
26. RIPRAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS

27. SEED FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES NOT OTHERWISE RIPRAPPED.









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CONNECTION DETAIL FRONT

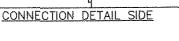
BUILDING BUILDING 1" X 2" UNC BOLT 2 REQ'D. PER PLATE G K 2" UNC BOLT 8 REQ'D. PER 3/4" X 4 1/2" CONCRETE ANCHOR BUILDING 12" X 12" X 1/4" THE DOWN PLATE 4 REO'D. PER BUILDING

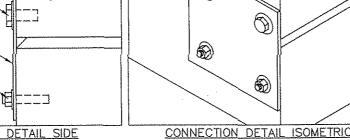
3/4" X 4 1/2"

CONCRETE ANCHOR

1 REQ'D. PER PLATE

ANCHOR DETAILS

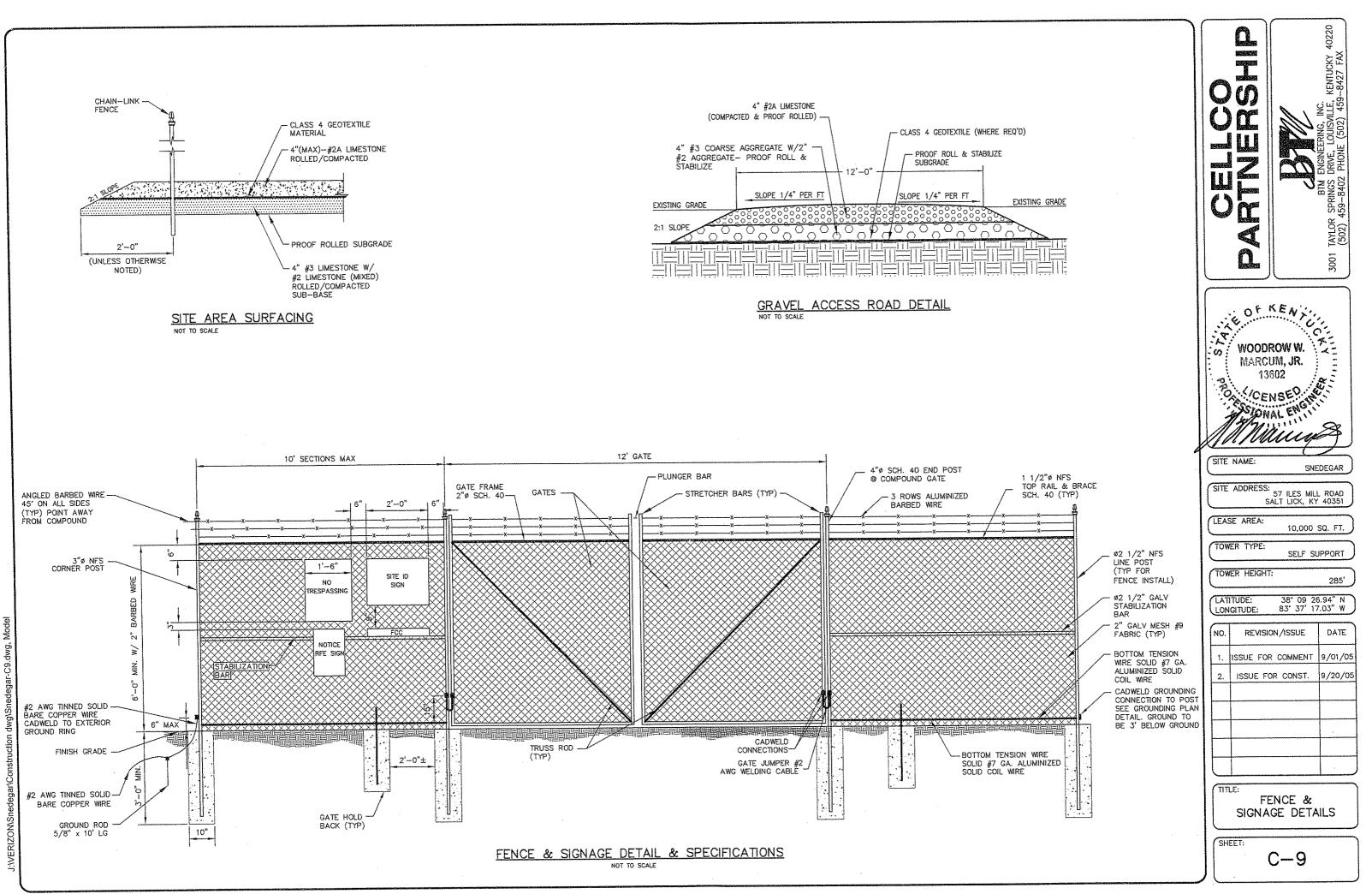


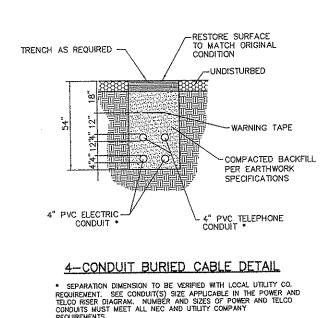


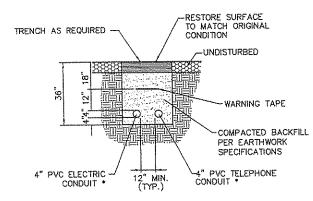
6 x 6W6.5 x W6.5-WELDED WIRE FABRIC



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BURIED CABLE DETAIL

 SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY CO. REQUIREMENT. SEE CONDUIT(S) SIZE APPLICABLE IN THE POWER AND TELCO RISER DIAGRAM. NUMBER AND SIZES OF POWER AND TELCO CONDUITS MUST MEET ALL NEC AND UTILITY COMPANY REQUIREMENTS.

-ue- PROPOSED UNDERGROUND ELECTRIC

#2 SOLID TINNED COPPER GROUND

INSPECTION SLEEVE WITH TEST LOOP

CONDUCTOR. (30" BELOW GRADE)

GROUND ROD WITH CADWELD

LEGEND

EXISTING GAS LINE

PRIMARY BOND

NOTE: CONTRACTOR. TO HAND EXCAVATE UTILITY TRENCH IN AREAS WHERE EXISTING UTILITIES ARE PRESENT

GRAPHIC SCALE

(IN FEET)

1 inch = 20 ft.

CADWELD

---- GAS ------ GAS ---

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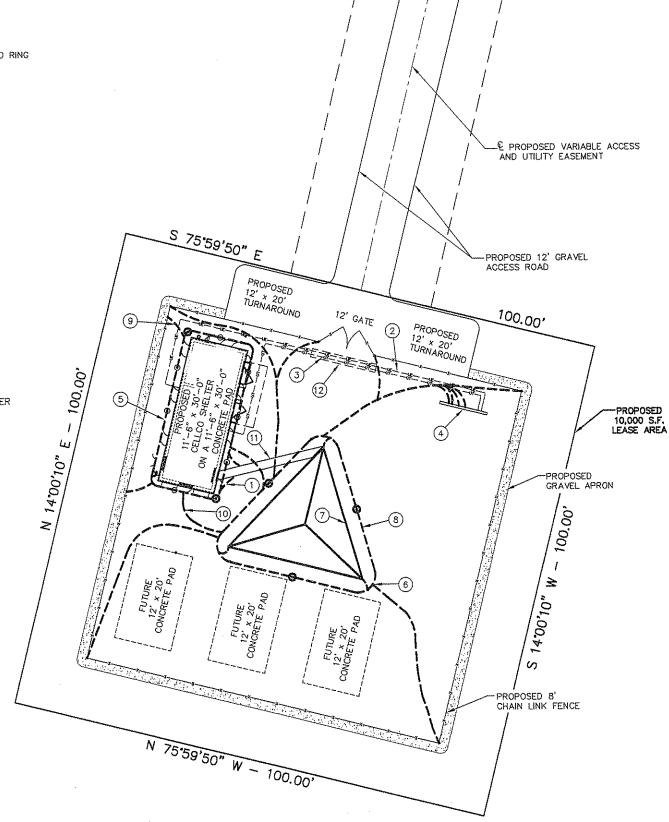
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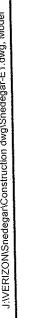
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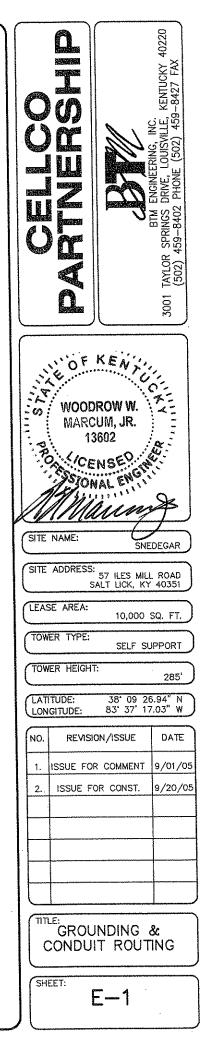
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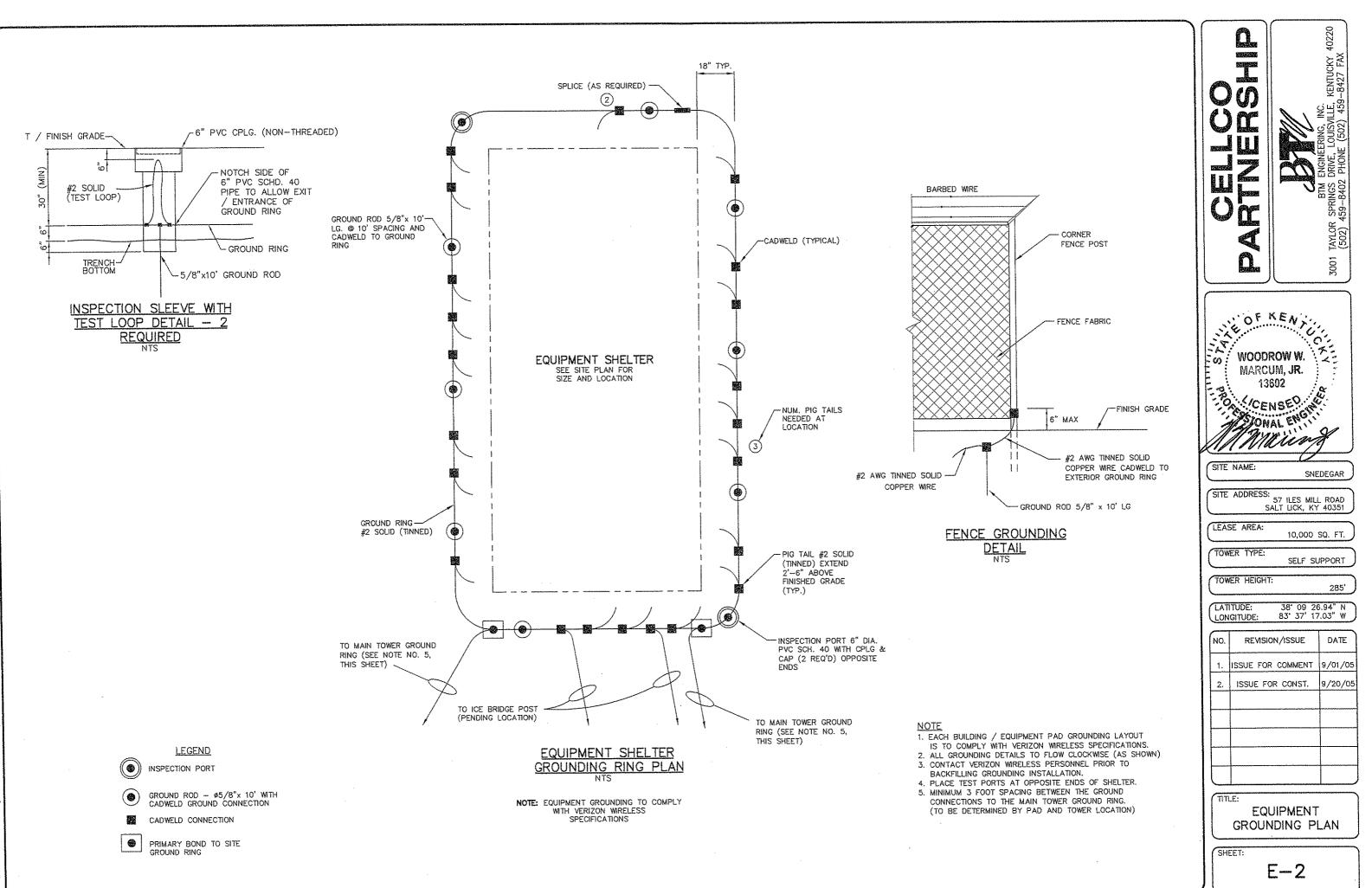
CODED DRAWING NOTES

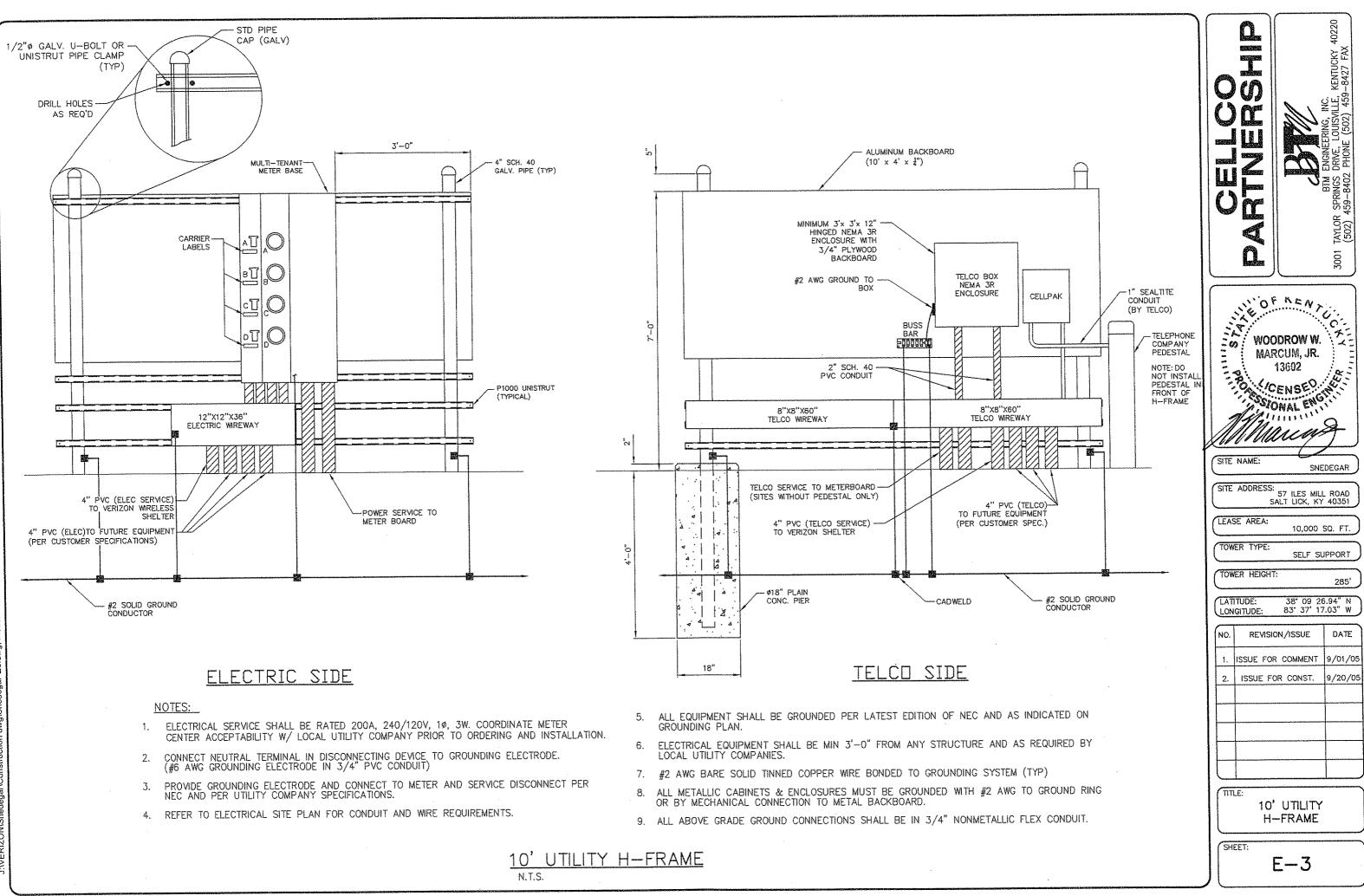
- (1) BOND EACH ICE BRIDGE POST TO VERIZON WIRELESS SHELTER GROUND RING
- 2 (1) 4" PVC ELECTRIC CONDUIT
- (3) (1) 4" PVC TELCO CONDUIT
- (4) PROPOSED UTILITY METER BOARD
- (5) PROPOSED VERIZON WRELESS SHELTER GROUND RING
- 6 CADWELD (TYP)
- (7) PROPOSED TOWER
- (8) PROPOSED SITE GROUND RING
- (9) BOND VERIZON WIRELESS GROUND RING TO NEAREST FENCE POST (TYP 2 PLACES)
- (10) BOND VERIZON WIRELESS GROUND RING TO SITE GROUND RING (TYP 2 PLACES)
- (11) PROPOSED ICE BRIDGE
- (12) POUR 2" MINIMUM CONCRETE OVER CONDUITS IN FRONT OF GATE

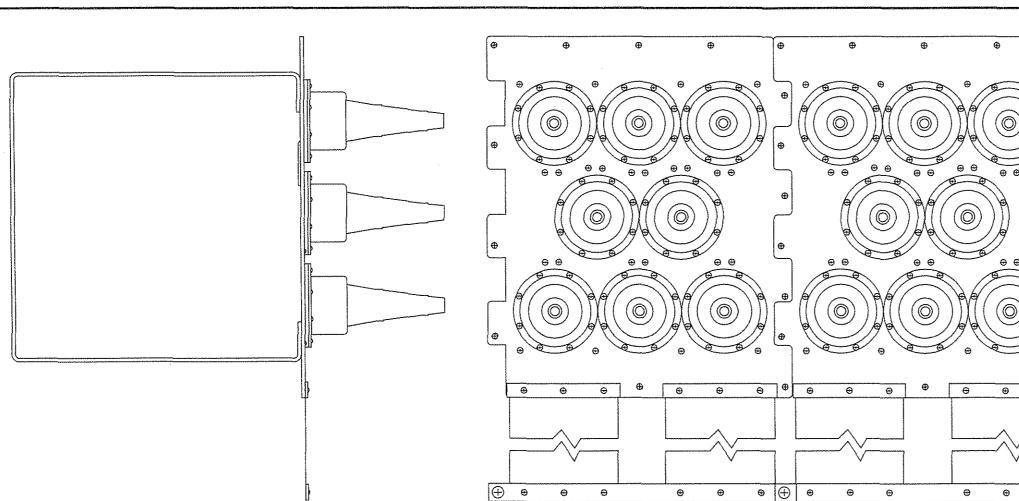












SIDE VIEW

POLYPHASER EARTHED ENTRANCE PANEL INSTALLATION

- 1. The entrance panel is designed to be installed on the exterior of the shelter. It has 5/16" holes arranged to coincide with standard 16" on center studs. (for hole cut-out dimensions, see below) a weatherproof sealant should be used between panel and siding.
- 2. The adjustable grounding finger provides a means of centering the cable or waveguide in the hole and a ground connection for the shield. The finger is placed on the inside of the panel protructing to the exterior. It is held in place by the support block using the 1/4-20 hex nuts and rubber washers provided.
- 3. After trimming the weather boot per manufacturer recommendations, slide the retaining ring and then the boot attached over the cable; slightly soapy water may ease the assembly. All future use ports should be booted and end caps attached, as in step 12, to assure weather tightness.
- 4. Install sandwich plates to horizontal grounding bars using the 10-32 x 5/16"slotted screws and lock washers. These will be used as the connection point for grounding straps from impulse suppressors.
- 5. Install $1/4-20 \ge 3/4"$ bolts with 1/4" lock washers to the flat entrance panel. These bolts are held captive on the panel and with 1/4" lock washers and nuts fasten the top and bottom horizontal ground bars, with sandwich plates.
- 6. Preparing the interior opening: determine the approximate location for the panel. Using a suitable tool, locate the stud nearest the desired location. Using the stud as your reference, measure and mark the opening per the hole cutout guide. Remove any sheet rock and insulation in the openings; do not cut studs.
- 7. Preparing the exterior opening: determine the approximate location for the panel using the openings on the inside as your guide, drill the exterior siding at each corner. From the outside use a straight edge to connect the holes. Remove the siding in the openings; do not cut studs or remove siding on stubs. apply sealant to siding and install panel system.
- 8. Each of the 6" wide ground straps should be installed in a sandwich between the entrance panel and the sandwich bars provided. Use the "Conductive Joint Compound" in the (CCK) capper cleaning kit to ensure a weatherproof electrical connection. Attach 10-32 x 5/16" screws and lock washers.

FRONT VIEW

- POLYPHASER BULKHEAD PORT
- RUBBER WASHERS QQ. lo

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(REAR VIEW)

MODULAR ENTRANCE PANEL INSTALLATION

PolyPhaser modular entrance can be customized for multi-port entry by adding panels. The entry panels and combinations are for 16" stub spacing installation. In order to achieve optimum grounding, panels must be electrically boned together by P/N 5410-0219 or 5410-0220 coupler bars included in the product.

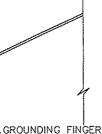
Apply silicone coulking around the perimeter and joints of panels to prevent water entry. Mask the contact surface area of the coupler bar to prevent caulking material contamination and reduce electrical bonding. If the panel is stand dione, coupler bars will not be required. The surface of the coupler bar and contact area must be free of dirt, oxidation, grease and other foreign materials. Apply copper joint compound on both panel and coupler bar ariar to installation

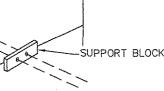
To simplify installation, Weather Proofing Kits (WK-1) and Copper Cleaning Kits (CCK) with conductive joint compound are available from PolyPhaser.

- 9. The ground bar is designed to attached to an existing perimeter ground system. It is attached to the $5^{\prime\prime}$ ground straps using brass 10–32 x 1/2" screws and 10-32 nuts. A full 15' of strap is included for each connection. This may be trimmed as needed. The ground bar may be bolted or exothermically welded to the perimeter ground system, Joint compound should be used on all balted connections. PolyPhaser's CCK contains all the necessary equipment you will
- 10. The moster ground bars can be installed using 1/4-20 round head screws, nuts and washers. These bars can be used as a central grounding location for internal equipment.

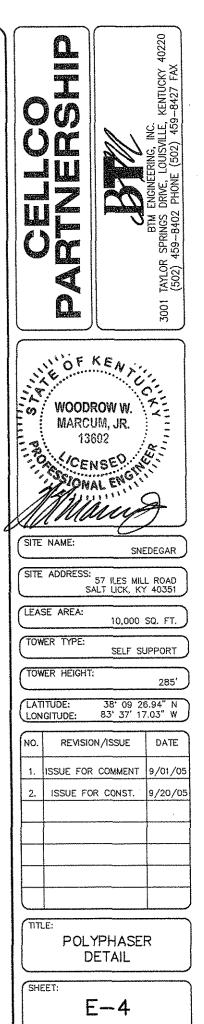
need to clean and protect all of copper joints.

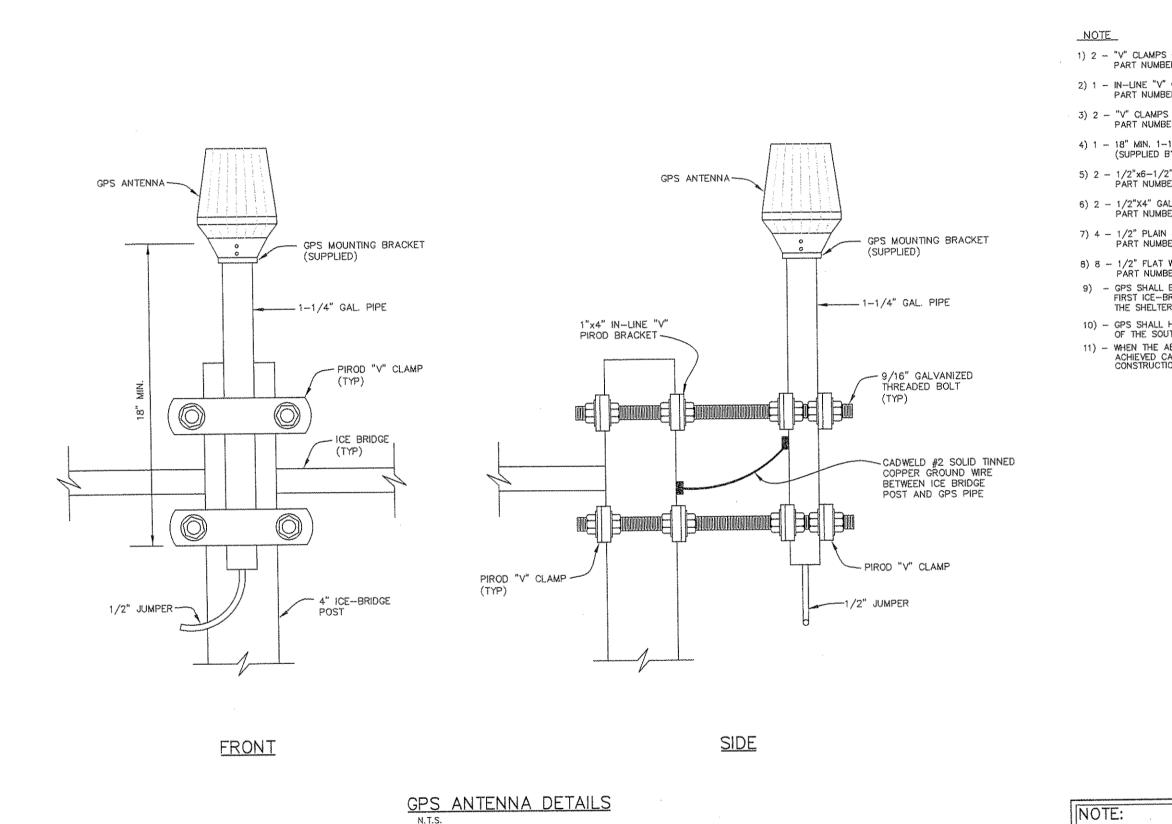
- 11. The coax/waveguide must be stripped to expose the shield (approx. 2" long) at the point of entrance. The point of entrance should be determined prior to stripping coax or wavequide; i.e., how much cable should extend internally. Joint compound may be applied and then the coax/waveguide should be secured with one of the worm-gear clamps provided, for larger diameters, 2 clamps may be joined.
- 12. Slide the weather boots and retaining rings back to the panel and attached using 8-32 x 1/2" machine screws and #8 lock washers. The weather sealant provided may be used to obtain a watertight seal between the coax/waveguide the weather boot, if an error in cutting the boot has occurred.
- 13. The rylon cable tie is used to secure the weather boot around the coax/wavequide.





ENTRANCE PANEL





WERIZOR

1) 2 - "V" CLAMPS (A-8-5/8" 8-6-5/8") PART NUMBER 104223

2) 1 - IN-LINE "V" CLAMP BRACKET PART NUMBER 119669

PART NUMBER 116165

4) 1 - 18" MIN. 1-1/4" GALVANIZED PIPE (SUPPLIED BY CONTRACTOR)

5) 2 - 1/2"x6-1/2" GALVANIZED BOLTS PART NUMBER 311089

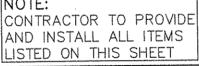
6) 2 - 1/2"X4" GALVANIZED BOLTS PART NUMBER 311073

7) 4 - 1/2" PLAIN NUTS GALVANIZED PART NUMBER 312500

8) 8 - 1/2" FLAT WASHERS GALVANIZED PART NUMBER 312122

- GPS SHALL BE ATTACHED TO THE FIRST ICE-BRIDGE POST FROM THE SHELTER.

10) - GPS SHALL HAVE MAXIMUM VIEW OF THE SOUTHERN SKY. - WHEN THE ABOVE CANNOT BE ACHIEVED CALL THE RESPONSIBLE CONSTRUCTION MGR.



40220 Ο. 1221-3-2218 KENTUCKY S Q \bigcirc Û SHEEK / C 19 3 \bigcirc TAYLOR (502) 4 đ 3001 n THE OT WENTU <u>`</u>____ 24: WOODROW W. S PRO MARCUM, JR. 13602 CENSE? SIONAL ENGLI Main SITE NAME: SNEDEGAR SITE ADDRESS: 57 ILES MILL ROAD SALT LICK, KY 40351 LEASE AREA: 10,000 SQ. FT. TOWER TYPE: SELF SUPPORT TOWER HEIGHT: 285' LATITUDE: 38'09 26.94" N 83' 37' 17.03" W LONGITUDE: DATE NO. REVISION/ISSUE ISSUE FOR COMMENT 9/01/05 ISSUE FOR CONST. 9/20/05 2. TITLE: GPS ANTENNA DETAILS SHEET: E-5

ELECTRICAL GENERAL NOTES:

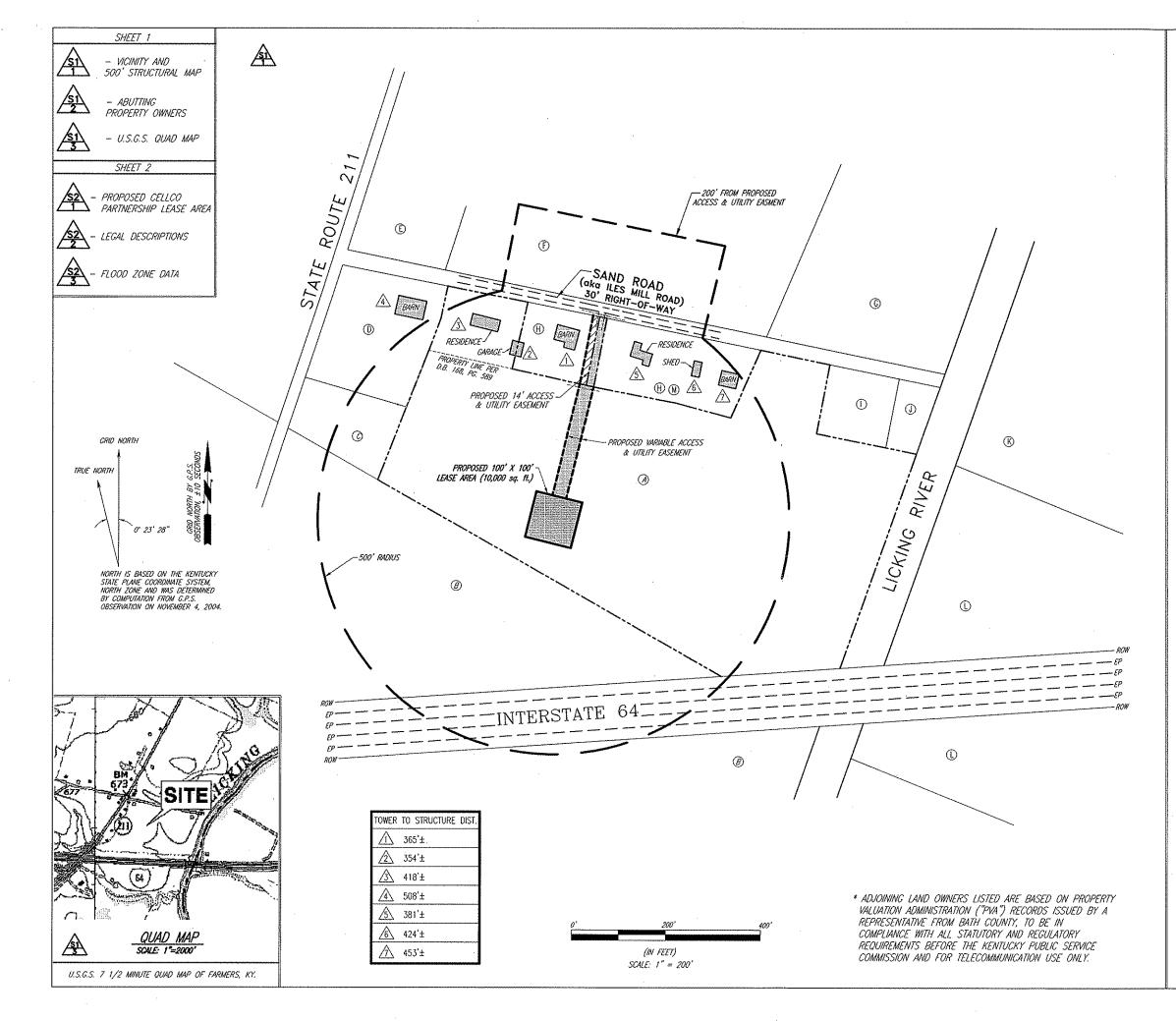
- 1. MOUNT METER CENTER ASSEMBLY ON METER CENTER BOARD STAND.
- 2. PROVIDE 2 4" CONDUITS WITH PULL LINES FROM TELCO SERVICE DROP AT POLE TO TELCO BOX ON METER CENTER STAND.
- 3. PROVIDE EQUIPMENT WITH HIGHER FAULT CURRENT AS NEEDED TO MATCH AVAILABLE FAULT CURRENT.
- 4. ALL ELECTRICAL WORK SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE (EDITION ACCEPTED BY LOCAL JURISDICTION) AND APPLICABLE LOCAL CODES.
- 5. ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.
- 6. ALL WIRES SHALL BE COPPER THHN/THWN. GROUND WIRES SHALL BE BARE TIN COATED UNLESS NOTED OTHERWISE.
- 7. CONDUCTORS SHALL BE INSTALLED IN GALVANIZED RIGID STEEL CONDUIT OR FLEXIBLE LIQUIDTIGHT CONDUIT AS INDICATED ON DRAWING. SECURE AUTHORIZATION WITH BUILDING REP. ON CONDUIT ROUTING.
- 8. CONTRACTOR SHALL OBTAIN ALL PERMITS AND INSPECTIONS, PAY PERMIT FEES AND SCHEDULE INSPECTIONS.
- 9. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIAL DESCRIBED ON THIS DRAWING, AND ALL ITEMS INCIDENTAL TO COMPLETING AND PRESENTING THIS PROJECT AS FULLY OPERATIONAL.
- 10. UNDERGROUND GROUNDING CONNECTIONS SHALL BE EXOTHERMIC (CAD WELD) WELDS. CONNECTIONS TO GROUND BARS SHALL BE CAD WELD. BOND TO ALL METAL OBJECTS WITHIN 6' OF GROUNDING CONDUCTOR.
- 11. ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. VERIFY THE CONDUCTIVITY. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS. CONTRACTOR TO PROVIDE ALL OFFSETS AND ADDITIONAL SUPPORTS AS REQUIRED AT EQUIPMENT CABINET ENTRY.
- 12. PROVIDE GROUND WIRES, BARS AND CONNECTIONS AS SHOWN ON THE GROUNDING PLAN AND GROUNDING DIAGRAM. TEST AND VERIFY THAT THE IMPEDANCE DOES NOT EXCEED 5 OHMS TO GROUND WITH THE USE OF A BIDDLE-MEGGER TESTER. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY THE OWNER'S REPRESENTATIVE.
- 13. NO 558 5/8" 10'-0" COPPERCLAD GROUND ROD SPACED AT 10' WITH CAD WELD CONNECTION TYPE "GTC-166D" (MOLD#) AND "C-130" (WELD METAL SIZE ONE PER LOCATION).
- 14. #2 SOLID WIRE BELOW GRADE TO BOND TO EACH TELEPHONE BUS BAR.
- 15. #2 SOLID WIRE BELOW GRADE TO BOND TO EACH ELECTRICAL SERVICE.
- 16. #2 SOLID WIRE TO TELEPHONE SERVICE AT METER BOARD.
- 17. #1/0 COPPER WIRE TO MAIN DISCONNECT SWITCH.
- 18. CAD WELD #2 SOLID COPPER WIRE TO EACH TOWER LEG.
- 19. CAD WELD TO FENCE CORNER POST 3" ABOVE GRADE
- 20. BOND (2) #2 SOLID TINNED WIRES TO GROUND BAR MOUNTED APPROXIMATELY 9'-0" ABOVE FINISHED GRADE ON TOWER LEG.
- 21. #2 GROUND CONDUCTOR MUST BE A MINIMUM 30" BELOW GRADE AND A MINIMUM OF 18" FROM ALL OBJECTS UNLESS SPECIFIED OTHERWISE.
- 22. CONTRACTOR SHALL PROVIDE TWO (2) FLEXIBLE STRAPS, ONE BETWEEN EACH GATE POST AND GATE. CADWELD EACH END.

GROUNDING NOTES:

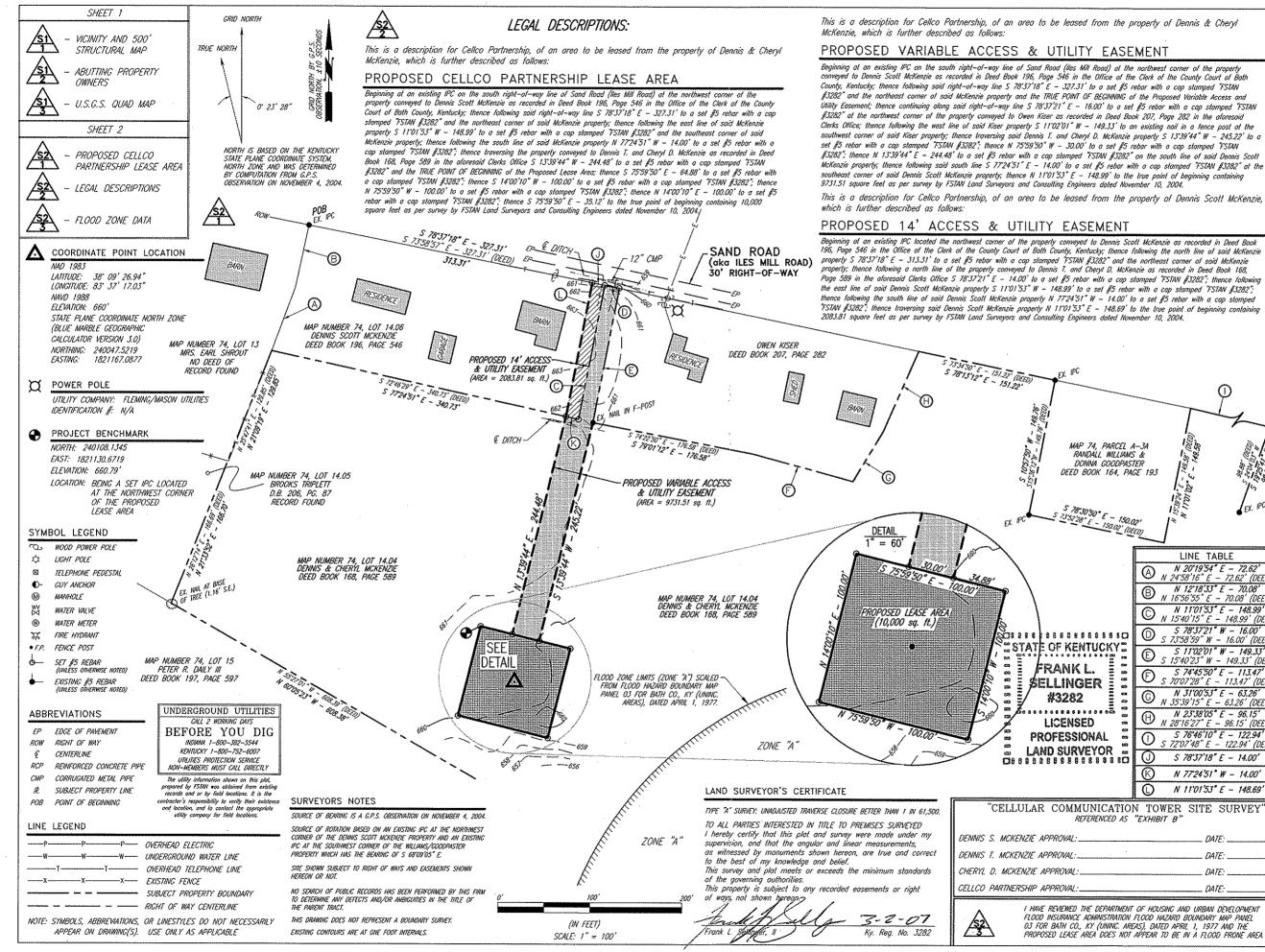
- 1. APPLY ANTIOXIDANT COMPOUND TO ALL GROUND BARS & GROUND CONNECTIONS. WIPE CLEAN ALL EXCESS.
- 2. MAKE ALL CONNECTIONS TO GROUND BAR OR METAL EQUIPMENT ENCLOSURES WITH TWO-HOLE COMPRESSION LUGS. (SEE DETAIL)
- 3. GROUNDING CONNECTORS SHALL BE COPPER. NUTS, BOLTS AND WASHERS SHALL BE STAINLESS STEEL.

4. ALL GROUND WIRE SHALL HAVE A MINIMUM BENDING RADIUS OF 12"

Ω. S (200 **()** n 'n 3001 n N'OF KEN WOODROW W. 200 MARCUM, JR. 13602 (CENSE? STONAL ENC SITE NAME: SNEDEGAR SITE ADDRESS: SALT LICK, KY 40351 LEASE AREA: 10,000 SQ. FT. TOWER TYPE: SELF SUPPORT TOWER HEIGHT: 285' LATITUDE: 38' 09 26.94" N 83° 37' 17.03" W LONGITUDE: NO. REVISION/ISSUE DATE 1. ISSUE FOR COMMENT 9/01/05 ISSUE FOR CONST. 9/20/05 2. TITLE ELECTRICAL & GROUNDING NOTES SHEET: E-6



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٨	MAP 74, LOT 14.04 DENNIS & CHERYL MCKENZIE 911 PENDLETON ROAD OLYMPIA, KY, 40358 DEED BOOK 168, PAGE 589 NO ZONING	LC(ERSH
₿	MAP 74, LOT 15 PETER R. DAILY III 773 ESCONDIDA RO PARIS, KY. 40361 DEED BOOK 197, PAGE 597 NO ZONING	CEL ARTN
©	MAP 74, LOT 14.05 BROOKS TRIPLETT 2312 MOORES FERRY RD SALTLICK, KY, 40371 D.B. 206, PC. 87 NO ZONING	ny Any Any Any Any Any Any Any Any Any A
٥	MAP NUMBER 74, LOT 13 MRS. EARL SHROUT 2366 MOORES FERRY RD SALTLICK, KY, 40371 NO DEED OF RECORD FOUND NO ZONING	F.S. Land Company F.S. Land Company T. Alan Neal Company Surveyors and Consulting Eng bas 1734 2313/2315 contenden D Louisalle, Kt 40217 Fox: (502) 635-5863
©	MAP 74, LOT 12 MOORES FERRY CHURCH OF CHRIST RT 1 SALTLICK, KY, 40371 NO DEED OF RECORD FOUND NO ZOWING	SITE NUMBER:
Ē	NG ZONING MAP 74, LOT 5 SHROUT, DENNIS WADE & REPPIE 2388 MT PLEASANT RD OWINGSVILE, KY, 40360 DEED BOOK WB 0, PAGE 509 NO ZONING	SITE NAME: SNEDEGAR SITE ADDRESS:
6	MAP 74, LOT 14 SHROUT, DENNIS WADE & REPPIE 2388 MT PLEASANT RD OWINGSVILLE, KY, 40360 DEED BOOK WB 0, PAGE 509 NO ZONING	57 ILES MILL ROAD SALT LICK, KY. 40371 PROPOSED CELLCO PARTNERSHIP LEASE AREA:
$^{ m (B)}$	MAP 74, LOT 14.06 MCKENZIE, DENNIS SCOTT (PER PVA) 57 ISLE MILL RD SALTLICK, KY, 40371 DEED BOOK 196, PAGE 546 NO ZONING	AREA = 10,000 sq. ft. PROPERTY OWNER: DENNIS & CHERYL MCKENZIE 911 PENDLETON ROAD OLYMPIA, KY, 40358
0	MAP 74, LOT 14 A-JA WILLIAMS, RANDALL & DONNA 205 ISLE MILL RD SALTLICK, KY, 40371 DEED BOOK 164, PAGE 193 NO ZONING	MAP NUMBER: 74 PARCEL NUMBER:
J	MAP 74, LOT 14 A-1A RAZOR, DEWARD & ALICE 255 ISLE MIL RO SALTUCK, KY, 40371 DEED BOOK 177, PAGE 251 NO ZONING	14.04 SOURCE OF TITLE: DEED BOOK 168, PAGE 589 DWG BY: CHKD BY: DATE:
®	MAP 3, LOT 1 JOHNSON, WENDELL & BRENDA 303 KNAPP AVE MOREHEAD, KY, 40357 DEED BOOK 172, PAGE 37 NO ZONING	RC FSII 11.13.04 FSTAN PROJECT NO.: 04-2943
D	MAP 3, LOT 3 SMITH, JAMES T. & JEAN 336 UCKLEBERRY RD MOREHEAD, KY, 40357 DEED BOOK 167, PAGE 610 MO ZONING	SHEET_1_OF_2_ REVISIONS:
۲	MAP 74, PART OF LOT 14.06 OWEN KISER 121 ISLES MILL ROAD SALT LICK, KY 40371 DEED BOCK 207, PAGE 282 NO ZONING	 C1



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P ompany Company 35 nsulting 15 Critend 40217 (502) 6: 6--5263 F.S. Land Co Alan Neal (rveyors and Con 17546 2513/2315 ្ត្តរីវ័ ភី ឆ្ល (502) (Fax: Ų E..... ě pe 8 SITE NUMBER. \bigcirc SITE NAME: SNEDEGAR SITE ADDRESS MAP 74, PARCEL A-3A RANDALL WILLIAMS & 57 ILES MILL ROAD DONNA GOODPASTER 10.10 10.10 10.10 10.00 SALT LICK, KY. 40351 DEED BOOK 164, PAGE 193 PROPOSED CELLCO PARTNERSHIP LEASE AREA EX. IPC 5 78'30'50" E - 150.02' AREA = 10,000 sq. ft. - 150.02 PROPERTY OWNER: LINE TABLE DENNIS & CHERYL MCKENZIE N 20'19'54" E - 72.62 911 PENDLETON ROAD OLYMPIA, KY, 40358 N 12'18'33" E - 70.08 B N 16'56'55" E - 70.08' (DEED) MAP NIMPER N 11'01'53" E - 148.99 0 74 N 15'40'15" E - 148.99' (DEED) S 78'37'21" W - 16.00' S 73'58'59" W - 16.00' (DEED) \bigcirc PARCEL NUMBER: S 11'02'01" W - 149.33' S 15'40'23" W - 149.33' (DEED C 14.04 S 74 45'50" E - 113.47' ര SOURCE OF TITLE. 5 70°07'28" E - 113.47' (DEED) © N 31'00'53 E - 03.20 N 35'39'15" E - 63.26' (DEED) N 31'00'53" E - 63.26 DEED BOOK 168, PAGE 589 N 23'38'05" E - 96.15' Θ DWG RY. CHKD RY DATE . N 28'16'27" E - 96.15' (DEED) S 76 46'10" E - 122.94 \bigcirc FSII 11.08.04 11.600 S 72'07'48" E - 122.94' (DEED) 0 S 78'37'18" E - 14.00' ESTAN PROJECT NO Ø N 77'24'51" W - 14.00' 04-2943 \bigcirc N 11'01'53" E - 148.69' .SHEET_2__ OF_2 "CELLULAR COMMUNICATION TOWER SITE SURVEY" REFERENCED AS "EXHIBIT B **REVISIONS:** DATE: DATE 60PT 3-2-07 DATE DATE: I HAVE REVIEWED THE DEPARTMENT OF HOUSING AND LIRBAN DEVELOPMENT FLOOD INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP PANEL C203 FOR BATH CO., KY (UNINC AREAS), DATED APRIL 1, 1977 AND THE PROPOSED LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD PROME AREA

	GIRTS		SECTION
LEGS DIAGONALS	HORIZONTALS	CLIMBING	WEIGHT (Ibs.)
5-1/4 L 4 x 4 x 5/16	N/A	NOTE: 3	0006
5 L4×4×1/4	N/A	NOTE: 3	7575
5 L4×4×1/4	N/A	NOTE: 3	7275
4-3/4 L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	6375
4-3/4 L 3-1/2 x 3-1/2 x 1/4	N/A	NOTE: 3	6200
4-1/2 L 3 x 3 x 5/16	N/A	NOTE: 3	5750
4-1/4 L 3 x 3 x 1/4	N/A	NOTE: 3	4900
4-1/4 L 3 x 3 x 3/16	N/A	NOTE: 3	4475
4 L 3 x 3 x 3/16	N/A	NOTE: 3	3950
3-3/4 L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 3	3325
3-1/2 L 2-1/2 x 2-1/2 x 3/16	N/A	NOTE: 3	2950
3-1/4 L2 x 2 x 3/16	N/A	NOTE: 3	2500
3 L 2 x 2 x 3/16	N/A	NOTE: 3	2200
2-1/4 3/4 S.R.	3/4 5.8.	NOTE: 3	1325
13/4 3/4 S.R.	3/4 S.R.	NOTE: 3	950
	ANTENNA INFORMATION		
ANTENNA		ELEVATION	LINE
(12) SC3014		@ 300'	1-5/8
(12) SC9014	• •	@ 280'	1-5/8
(12) SC9014	•	@ 260'	1-5/8
(12) \$C9014	•	@ 240'	1-5/8
(1) 8' MW PARABOLIC DISH	•	@ 220'	1-5/8
DESIGN & DRAWING NOTES:	8		
1) SOME DETAIL HAS BEEN	1) SOME DETAIL HAS BEEN OMITTED FOR CLARITY OF ALUSTRATION.	LLUSTRATION.	
2) TOWER STRUCTURE IS WIND SPEED OF 75 MF	 TOWER STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/EIA-222-F STANDARDS FOR A BASIC WIND SPEED OF 75 MPH WITH 1/2" ICE. 	th ansi/eia-222	2-F STANDARDS FO
EKEANING 3) TOWER DESIGNED FOR	3) TOWER DESIGNED FOR STEP BOLTS AND CLIP-ON WAVEGUIDE LADDERS	AVEGUIDE LADDER	ß
ALL DIFFERENCE ALL OTHER MATERIAL IS	ALL LEG & LEG FLANGE PL MATERIAL IS ASTM A-572 GRADE 50 (Fy 2 50 ksi). ALL OTHER MATERIAL IS ASTM A36 (Fy 2 36 ksi).	72 GRADE 50 (Fy	r 2 50 ksi).
HODGE STEETIONS A - M ARE	3-BAY X-BRACED 6-BAY X-BRACED		
CONCENSED OF LEG.	A449 ANCHOR BOLTS REQUIRE	ED PER LEG.	
ONAL ENVIRY J. CO.S		CENTRAL TOWER	L PH# (812) 853-0595 L FAX (812) 853-652 2855 (812) 853-6652 2855 (812) 853-6652
DESCRIPTION DATE AFP. DATE (2017)	рамит выте <u>1.8.5. 3-7-05</u> <u>111Е</u> <u>0.815</u> <u>0.815</u> <u>0.815</u> <u>0.815</u>	ELEVATION VIEW & SNEDEGA	& MEN EGAR,
COMPARY CONFICENTIAL INCOMMENT CONFUNCT FIERD IS CONTROPHILL IT IS TO BE USED SULEY FOR THE PROCES PROMODE, NOT IS A DOTT DXXX BE DISCLASSED TO CHIERS WITHOUTXXXX	UNLESS OTHERWISE DW SPECTFED DINENSIONS LAFE (N:	оже но. СТ2564-1	-1 (17823)
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REBAR SPLICING CHART	BAR SIZE SPLICE LENGTH 3 15" 4 17" 5 21" 6 26" 7 30" 9 46"	11 71" 21 71" 21 5PLICING NOTES: 1) STAGGER ALL SPLICES. 2) SPLICE CHART IS BASED ON 3000 PSI CONCRETE. 3) SPLICE REBAR ONLY WHEN NECESSARY.	S9" 59" 59" 59" 59" 59" 59" 59" 5
PAD	REBAR SIZE REBAR LENGTHS # OF REBAR TOTAL FT. REQ'D #9 GRADE 60 36'-6" 158 6083' PIER (verts) (Total for 3 Piers) PIER (verts) (Total for 3 Piers) 721' - 6" #7 GRADE 60 6' - 2" 117 721' - 6"	PIER (ties) (Total for 3 Piers) REBAR SIZE REBAR LENGTHS # OF REBAR TOTAL FT. REQ ^{TD} #4 GRADE 60 42" ϕ 24 264' APPROXIMATE CONCRETE REQ ^{TD} = 120-1/2 γd^3	 NOTES: 1) ALL WORKMANSHP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACISIB. 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANS//EIA-222-F STANDARDS OF ACI 301 AND ACISIB. 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANS//EIA-222-F STANDARDS UTILIZING THE 2012 REPORT PREPARED BY FSTAN. PROJECT 40 -2244. JANED 2-15-05. 2) THIS FOUNDATION IS DESIGNED IN THE REPORT SHALL BE PROJECTIOR. 2007 STALL BE FROM THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE REPORTS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE REPORTS OF THE ATTENTION CONSTRUCTION TESTING OR CONSTRUCTION MONITORNE SHALL BE FROMFINDS. 3) ALL CONCRETE SHALL BE 3000 PISI AT 28 DAYS. CYLINDERS SHALL BE PROPERIV CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESTBUT FUGNIER SHALL BE PROPERIV CAST WITH CONCRETE SHALL BE 3000 PISI AT 28 DAYS. CYLINDERS SHALL BE PROFENT VARIANDE OF THE RESTBUENT BARDER CONCRETE STA ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH CONCRETE SHALL BE PLACED IN 9 INCH LIFTS AND EQUIVATIONE MASSURED BY ASTIM D-998 UNLESS MORE STRUCENT COMPACITION IS REQUIRED BY THE SOLL REPORT. ASTIM D-998 UNLESS MORE STRUCENT COMPACITION IS REQUIRED BY THE SOLLANDED BY RECENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTIM D-998 UNLESS MORE STRUCENT COMPACING IN SEQURIDINATING ANTINUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTIM D-998 UNLESS WORE STRUCENT COMPACING IN SECONDERD BY THE SOLL BE 7 INCH. 5) MINIMUM CONCRETE COVER STRUCED ON CHARTER AND SECONDENDED BY SOLL REPORT, GROUNDWATER AND ROCK ENCOUNDING 8) SHALLOW FOUNDATIONS RECOMMENDED BY SOLL REPORT, GROUNDWATER AND ROCK ENCOUND 6) SHALLOW FOUNDATIONS RECOMMENDED BY SOLL REPORT, GROUNDWATER AND ROCK ENCOUNDING 8) SHALLOW FOUNDATIONS RECOMMENDED BY SOLL REPORT, GROUNDWATER AND ROCK ENCOUND

VERTICAL REBAR	VERTICAL REBAR EQUALLY SPACED SEE REBAR CHART FOR VERTICAL BERAR PEDILIED	REBAF	r char	REBAR CHART (1)-CAISSON	NC			
		RE	┝─┾	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
		VERTS		#9 GRADE 60	28'	N/A	66	1848'
	120"	TIES		#4 GRADE 60	N/A	108"ø	33	934'
-		av au		SNUSSING-(E)	SNC			
(UIOFI)"7 "A					PERAP LENGTHS		Loce OF BERAD	TOTAL ET
		VERTS	<u> </u>		28'	N/A		5544
		TIES		#4 GRADE 60	N/A	108" ø	99	2802'
	=====================================		APPR	APPROXIMATE CO	CONCRETE REQ'I	REQ'D PER CAISSON TOTAL CONCRETE	SSON = 82 ΥD ³ RETE = 246 ΥD ³	ე3 ҮD3
	-	NO	NÒTES:					
28'-6"		1) AI	LL WORKM	ALL WORKMANSHIP AND MATE OF ACI 301 AND ACI318.	rials shall be in	I ACCORDANCE	ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.	DITIONS
B		2) 11	HIS FOUND	ATION IS DESIGNE	D TO CONFORM AC	XI 318-99 AND AN. PROJECT#	THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-99 AND ANSI/FIA-222-F STANDARI UTILIZING THE SOILS REPORT PREPARED BY FSTAN. PROJECT# 04-2944. DATED 2-13-05.	STANDARDS 2-13-05.
	- #4 TIES @ 12" C-C	A 19 20	COPY SHA IFFER FROM F THE RES ONSTRUCTIO	all be provided (Those, describi (dent engineer/) dn testing or co	TO THE FOUNDATIG D IN THE REPORT NSPECTOR. ALL C DNSTRUCTION MONI	ON CONTRACTOR SHALL BE BRO COMMENTS OR R TORING SHALL	A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE, DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.	THAT VTION EGARDING VED.
	MOHON C T	3) Al WI	LL CONCRE ITH COPIES	ALL CONCRETE SHALL BE 3000 PSI WITH COPIES OF THE TEST REPORTS		rs. cylinders The resident i	ALL CONCRETE SHALL BE 3000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.	Y CAST L
	T REBAR SPLICING CHART	4) AI MM	ALL ADMIXTU MIXED. A N WITH ASTM . COMPLIANCE	ALL ADMIXTURES MUST BE ADDED SEF MIXED. A NON-CORROSIVE CONCRETE WITH ASTM 494 TYPE C. A WATER R COMPLIANCE WITH ASTM 494, TYPE A.	ADDED SEPARATELY INTO FRESH CONCRETE AND SUI CONCRETE SET ACCELERATE MAY BE UTILIZED IN C A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN 34. TYPE A.	nto Fresh Con Elerate May B Admixture May	ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.	ENTLY LIANCE
-	BAR SIZE SPLICE LENGTH 3 15"	5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY 05 KENY/MSTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.	LL BACKFIL 5 PERCENT 5TM D-698	L SHALL BE PLAC OF THE STANDAR UNLESS MORE S	ED IN 9 INCH LIFT D PROCTOR MAXIM TRINGENT COMPACT	IS AND COMPAC UM DRY DENSIT FION IS REQUIRE	y as measured by the soil ref	OF ORT.
PLAN VIEW		HODGE 8)	高いい CO 高い TOP	NCRETE COVER SH OF PIER FOR DR/ UNDATIONS RECOM	IALL BE 3 INCHES VINAGE AND CHAMF AMENDED BY SOIL	unless other "Er all expose Report, groun	WISE NOTED. Ed concrete edges Idwater and rock	I INCH. ENCOUNTERED.
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SP			A 3. DESCRIPTION	LO.U)	JPP. BRANN J.P.S. GAECK		CENTRAL FX2 (312) 833-1 TOWER 2855 HIGHAY 35 2855 HIGHAY 35	FX# (812) 853-6652 2855 HIGHWAY 261 NEWBURGH, IN. 47630 CICM (ADTION IP)
25'3)	STAGGER ALL SPLICES. SPLICE CHART IS BASED ON 3000 PSI SPLICE REBAR ONLY WHEN NECESSARY.	RETE.	COMPANY CONTRACTULE N CONTRANT ANTRATICLE N CONTRANT HEREN IS CARE IN THE PAGE NOT THE THE PAGE NOT THE PAGE NOT THE PAGE NOT THE PAGE NOT	TOD TALE AND	OPERATION OPERATION 10 0	DATE DATE DATE DATE DATE DATE DATE DATE	CT2564-F2 (178)	uccion (ut fium #4) AR, KY. (17823) 0 (18823) 0



Land Surveyors & Consulting Engineers

GEOTECHNICAL ENGINEERING STUDY

Proposed Snedegar 285' SST 57 Iles Mill Road, Salt Lick, Bath County, Kentucky FStan Project No. 04-2944

> 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

February 13, 2005

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

February 13, 2005

Jana Luecke Craig & Associates 2508 Newburg Road Louisville, Kentucky 40205

Re: Geotechnical Engineering Study
 Proposed 285-foot Self Support Tower
 Cellco Partnership Site Name: Snedegar
 57 Iles Mill Road, Salt Lick, Bath County, Kentucky
 Project No. 04-2944

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,

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Unut W Stil

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



Copies submitted: (3) Ms. Jana Luecke

LETTER OF TRANSMITTAL

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APPENDIX

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BORING LOCATION PLAN GEOTECHNICAL BORING LOG SOIIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 285-foot Self Support Telecommunications Tower Cellco Partnership – Snedegar Site 57 Iles Mill Road Salt Lick, Bath County, Kentucky Project No. 04-2944

1. PURPOSE AND SCOPE

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

2. **PROJECT CHARACTERISTICS**

Cellco Partnership is proposing to construct a 285 feet tall self-support communications tower on property owned by Dennis & Cheryl McKenzie, located at 57 Iles Mill Road, Salt Lick, Bath County, Kentucky. The proposed lease area will be 100 feet x 100 feet with an access road running north from the lease area to Sand Road, a.k.a. Iles Mill Road. The tower center is generally located on relatively level area at the rear of the property. The topographical site relief within the lease area is about one foot. The elevation of the site is approximately 660 feet msl. Surface water runoff is directed by the topography toward the southeast. The proposed tower location is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a selfsupport communications tower 285 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 Farmers, Kentucky Geologic Quadrangle map indicates that the site was underlain by the upper part of the Silurian aged Crab Orchard Formation. This formation consists of greenish gray to gray shale and minor gray dolomite. The formation is typically clayey, poorly fissile and becomes plastic when wet.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling three test borings at the base of the proposed tower that were staked in the field by the project surveyor. The borings were drilled during two different site visits due to equipment problems and inclement weather. The Geotechnical Soil Test Boring Logs, which is included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring logs also is found in the Appendix. The general subsurface conditions disclosed by the test borings is discussed in the following paragraphs.

About 9 to 12 inches of topsoil were encountered at the existing ground surface. Below the topsoil, the boring encountered silty clay (CL) of low plasticity to the auger refusal depth of about 20 feet in Boring 1 and to about 13.5 feet in Borings 2 and 3. Borings 2 and 3 encountered sandy clay to the auger refusal depths of 17 and 17.5 feet, respectively. The SPT N-values in the clayey soils ranged from 2 to 38 blows per foot indicating a very soft to hard consistency. The very soft soils were encountered from about 13 to 15 feet below the ground surface in Boring 1 and at the ground surface in Boring 3. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

2.

The refusal material was cored from 20 to 34 feet below the ground surface in Boring 1. The core run generally revealed very soft, highly weathered greenish to light gray to dark gray clayey shale that was wet and appeared swelled. A thin layer of moderately hard, moderately weathered, very light gray dolomitic limestone was encountered from about 22 to 25 feet. The core run was terminated at 34 feet due to swelling and lodging of the sample in the core barrel. The recovery of the rock core was 100 percent and the RQD values ranged from 30 to 52 percent. These values generally represent poor to good quality rock from a foundation support viewpoint. However, the softness of the shale, and it tendency to swell when wet, make it a very poor rock for foundations.

Due to heavy rains and ponding of water at the drill site, ground water observations could not be accurately measured at the completion of the drilling operation. 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.

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

4. FOUNDATION DESIGN RECOMMENDATIONS

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our boring, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain FSTAN 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.

The findings of this study were limited to one boring instead of the request three borings due to equipment problems and inclement weather. Therefore, a higher factor of safety was used to determine the recommendations made in this report. The client may wish to have us drill the addition two borings and update the report at the later day to determine if the recommendations can be changed.

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

4.1. Tower

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a common mat foundation. However, due to the very soft rock encountered and its tendency to swell when wet, we strongly recommend a mat foundation. If the tower is supported on the plastic shale bedrock, it will likely have greater total settlement that could be as much as 3 to 4 inches or more due to the expansion and contraction of the rock.

4.1.1. Drilled Piers

Drilled piers that bear in the shale bedrock below a depth of about 20 feet can be designed for a net allowable end bearing pressure of 5,000 pounds per square foot. The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 30 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	Undrained Shear Strength, psf	Angle of Internal Friction, Ø, degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, psf/one foot of depth	Allowable Side Friction, psf
0-5	1,000	0	120	750 + 40(D)	0
5-20	2,000	0	120	1,250 + 40 (D-5)	500
20-30	2,500	0	130	1,650 + 45(D-15)	500

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

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.

4.1.2. Mat Foundation

We strongly recommend that the tower be supported on a common mat foundation bearing at a depth of at least 4 feet in the medium stiff to very stiff silty clay. A net allowable bearing pressure of up to 2,500 pounds per square foot may be used. The bearing pressure is kept low because of the very soft zone encountered at about 13 feet. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.30 may be used between the concrete and the underlying clayey material. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

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

4.2. Equipment Building

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

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

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

All engineered fill should be compacted to a dry density of at least 100 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 encountered at a depth of about 6 feet. Pumping may be necessary in order to keep the excavations dry during construction. If the bottom of the excavation becomes flooded, additional excavation may necessary and the use of a mud mat employed in order to stabilize the bottom of the excavation.

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.

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inches (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.

6. FIELD INVESTIGATION

One soil test boring was drilled based on the tower 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 a termination depth of 34 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in water-tight containers and returned to our laboratory.

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

7. WARRANTY AND LIMITATIONS OF STUDY

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

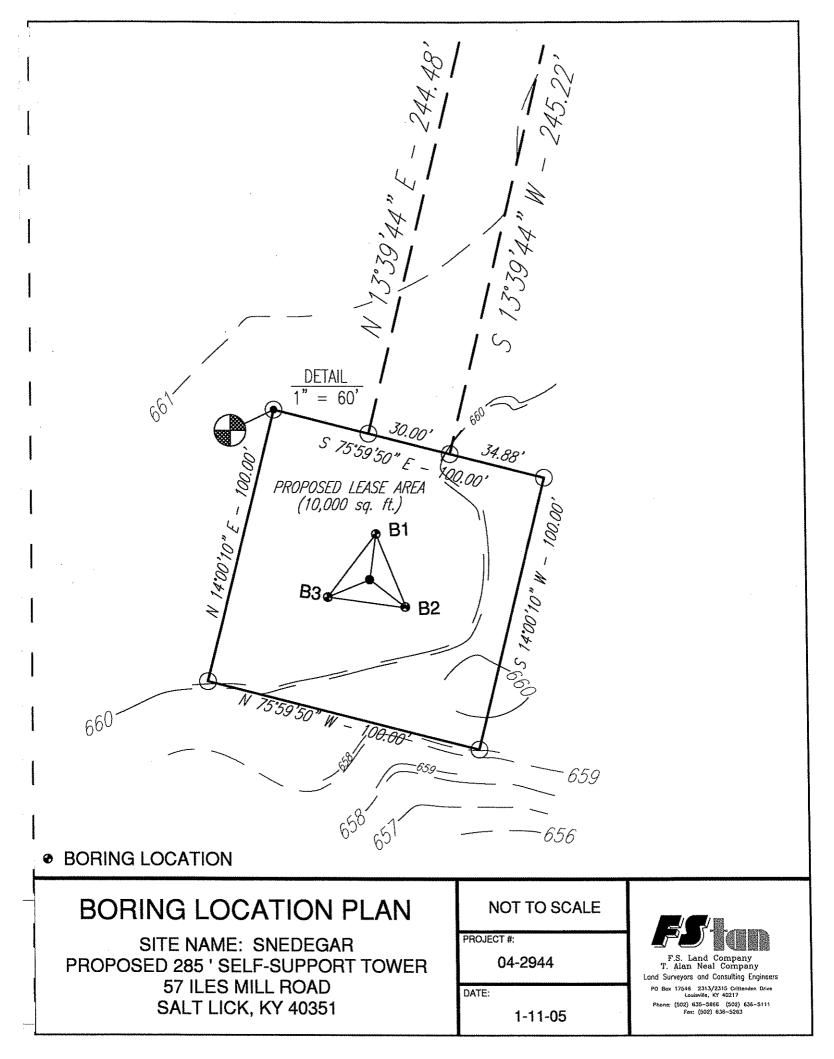
A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the log. Soil conditions at other locations may differ

from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

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

APPENDIX

BORING LOCATION PLAN GEOTECHNICAL BORING LOG SOIL SAMPLE CLASSIFICATION

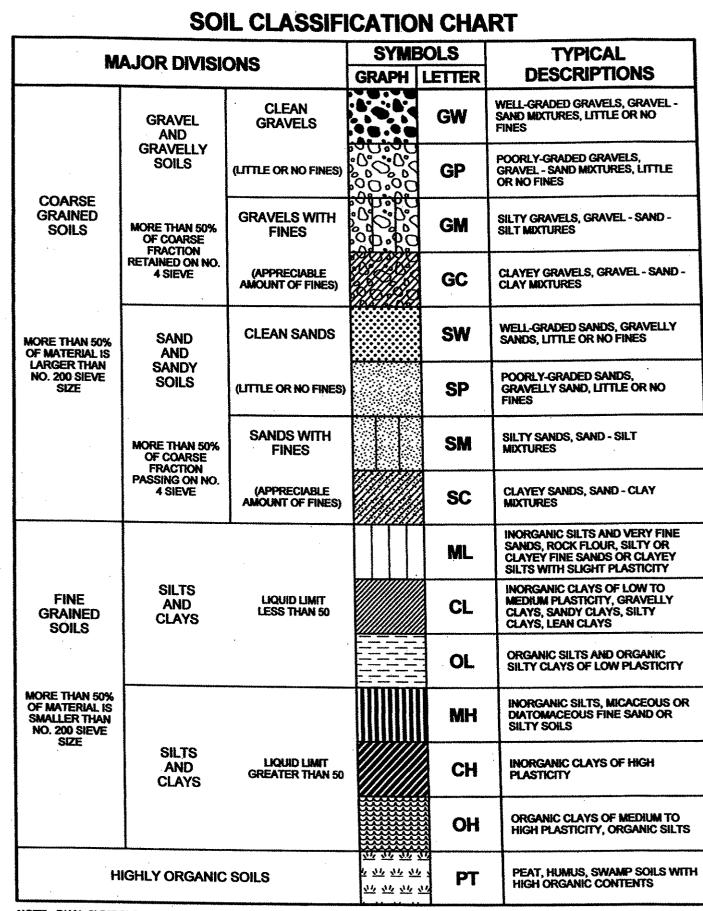


	www.www.inductored.nistickie		Elizabeth Stuber, Engineer P.O. Box 17546 2315 Crittenden Drive Louisville, KY 40217 (502) 636-5866 (502) 636-5263					*****			E	Geotechnical Boring Log Boring No: B-1
C	lient:	Cell	co Partnership		Pro	ject	Nun	nber: 04	1-29	44		T
F	Project	t: Pro	pposed Snedegar Communications Tower		Dril	ling	Firm	n: Centr	al A	sso	ciate	d Engineers, Inc.
L	ocatio	on: 5	7 Iles Mill Road, Salt Lick, Kentucky		Pro	ject	Mar	nager: E	Beth	Stu	ber	
D	ate St	tartec	: 1/6/2005		Tot	al D	epth	of Borir	ng:	34 f	t	
D	ate C	ompl	eted: 1/7/2005		Σe	ft o	n ro	ds				
В	oring	Meth	od: HSA		1	IA a	t coi	mpletion				
s	urface	· · · · ·	vation: NA	r	1	IA N	IA h	ours afte	er co	ompl	etio	n
	Layer Depth	Legend	Material Description	Sc	pth ale			Sample [Data Rec.	PP	W	Remarks
	ft	Ē	SILTY CLAY (CL) - medium stiff, moist, tan-gray	1	ft	No.	Туре	Blows	%	tsf		About 12 inches of topsoil were
			mottled			1	SS	1-5-5	83		33.6	encountered at the existing
			- very stiff, brown-gray mottled	∑	5-	2	SS	5-8-8	67		26.6	
				<u> </u>		3	SS	4- 9 -7	67		30	Water at 6 feet.
			- medium stiff, very moist		10	4	SS	1-3-3	100		24.7	
			- very soft with weathered rock fragments		15-	5	SS	2-1-1	100		19.5	
	20.0		- very stiff to hard SHALE - very soft, very weathered, wet, greenish		20	6	SS	6-13-25	100		19.7	
	22.0-		gray LIMESTONE - moderately hard, moderately weathered, very light gray									
	25.0-		SHALE - very soft, weathered, light to dark gray	-	25	7	RC		100			
2/14/05					30							
FSTAN.GDT						8	RC		100			
34-2944.GPJ	34.0-		Bottom of Boring at 34 ft		35							
GEOTECHNICAL BORING LOG 04-2944.GPJ FSTAN.GDT 2/14/05					40							
					-							

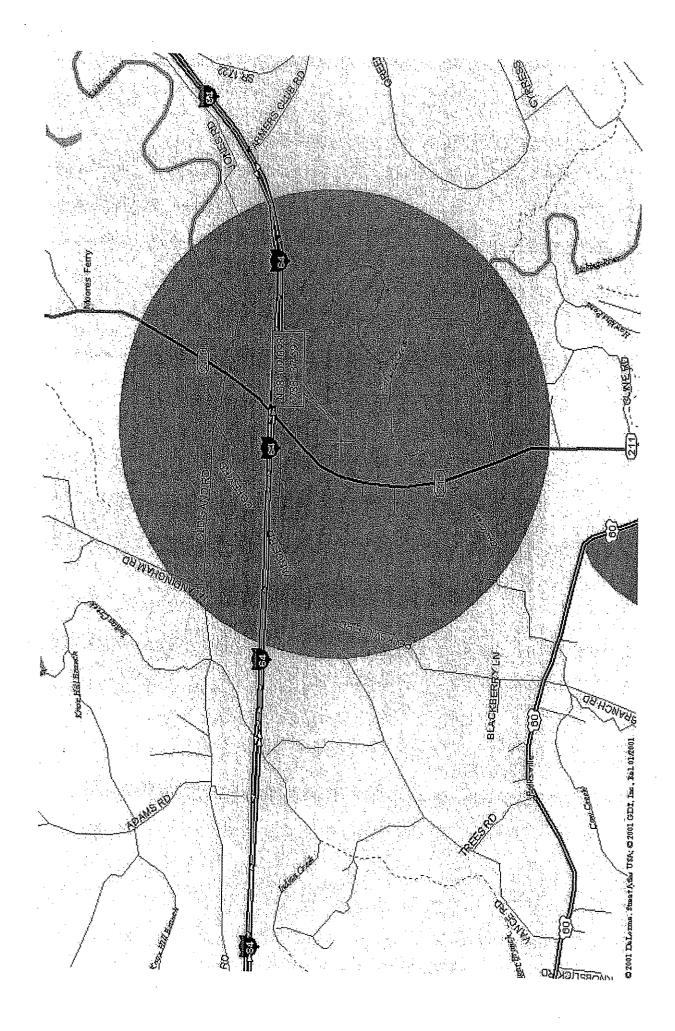
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		Elizabeth Stuber, Engineer P.O. Box 17546 2315 Crittenden Drive Louisville, KY 40217 (502) 636-5866 (502) 636-5263								Geotechnical Boring Log Boring No: B-2
Client:	Cell	co Partnership	*	Pro	ject	Nun	nber: 0	4-294	4	
Project	: Pro	pposed Snedegar Communications Tower		Dril	lling	Firm	n: Centi	ral As	sociate	ed Engineers, Inc.
Locatio	on: 5	7 lles Mill Road, Salt Lick, Kentucky		Pro	ject	Mar	nager: E	3eth \$	Stuber	
Date St	tartec	l: 2/7/2005		Tot	al D	epth	of Bori	ng: 1	7 ft	
Date C	ompl	eted: 2/7/2005		⊻1	10 ft	on r	ods			
Boring	Meth	od: HSA		1	VA a	at cor	npletior	<u>۱</u>		
Surface	e Elev	vation: NA		1	NA N	NA h	ours aft	er co	mpletio	n
Layer Depth	Legend	Material Description		epth cale			Sample I		DD I W	Remarks
ft	Ľe			ft	No.	Туре	Blows	Rec. %	PP W tsf %	
		SILTY CLAY (CL) - stiff, moist, tan-gray mottled		-	1	SS	1-5-8	100	23.6	About 12 inches of topsoil we encountered at the existing ground surface.
				5	2	ss	2-5-8	100	23.4	
		- very stiff, brown-gray mottled			3	SS	4-10-8	100	24.2	Water at 10 feet.
		- medium stiff, very moist	Ţ	10	4	SS	4-3-3	100	14.7	
13.5-		SANDY CLAY (CL) - medium stiff, very moist, brown-gray mottled		15	5	SS	2-6-6	100	24.4	
17.0-		Bottom of Boring at 17 ft			-					
				20-						
				25-						
]				
20412				30-						
3										
NUSION										
2244				35-						
GEOLECHNICAL BURING LUG UA-2844 GPU FSIAN GDI ZI 4005					-					
				40-	-					
HNIC										
	1	1	I.		4	1	1	-1 Ì	1	1

		Elizabeth Stuber, Engineer P.O. Box 17546 2315 Crittenden Drive Louisville, KY 40217 (502) 636-5866 (502) 636-5263								E	Geotechnical Boring Log Boring No: B-3
Client	: Cell	co Partnership		Pro	ject	Nur	nber: 0	4-29	44		
Proje	ct: Pr	pposed Snedegar Communications Tower		Dril	lling	Firn	n: Centi	ral A	sso	ciate	d Engineers, Inc.
Locat	ion: 5	7 Iles Mill Road, Salt Lick, Kentucky		Pro	ject	Mar	nager: [3eth	Stu	ber	
Date \$	Starte	i: 2/7/2005		Tot	al D	epth	of Bori	ng:	17.5	5 ft	
Date (Compl	eted: 2/7/2005		Σŧ	3.2 f	on	rods				
Boring	, Meth	od: HSA		1	NA a	t co	mpletior	1			
Surfac	e Ele	vation: NA		r	NA N	IA h	ours aft	er co	mp	etio	n
Layer Depth	Legend	Material Description	De Se	epth cale			Sample I		r <u>==</u>		Remarks
ft	Le Le			ft	No.	Туре	Blows	Rec. %	PP tsf	W %	
		SILTY CLAY (CL) - soft, tan-gray mottled			1	SS	1-1-4	83		24.1	About 9 inches of topsoil were encountered at the existing ground surface.
		- stiff		5	2	SS	5-5-7	100		24.3	
			¥		3	SS	4-5-7	100			Water at 8.2 feet.
				10	4	SS	4-6-6	100		24.5	
13.5		SANDY CLAY (CL) - very stiff, very moist, brown-gray mottled with gravel			5	SS	44-14	100		22.7	
17.5		Bottom of Boring at 17.5 ft									
				20							
				····							
]			
				25-							
8											
				30-							
AN.GL											
944.67				35-							
04-2				-							
AG LO									*****		
BOR			1	40			-		*****		
INICAL											
GEOTECHNICAL BORING LOG 04-2844.GPJ FSTAN.GDT 2/14/05											
<u>ال</u>						<u> </u>		<u> </u>	<u> </u>	<u> </u>	L



NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



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Federal Aviation Administration Air Traffic Airspace Branch, ASW-520 2601 Meacham Blvd. Fort Worth, TX 76137-0520 Aeronautical Study No. 2007-ASO-461-OE Prior Study No. 2005-ASO-3524-OE

Issued Date: 03/06/2007

Elaine Thompson Cellco Partnership - ET 1120 Sanctuary Pkwy, 150 Alpharetta, GA 30004

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Antenna Tower
Salt Lick, KY
38-9-26.94 N NAD 83
83-37-17.03 W
310 feet above ground level (AGL)
970 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

- ____ At least 10 days prior to start of construction (7460-2, Part I)
- _X__ Within 5 days after the construction reaches its greatest height (7460-2, Part II)

This determination expires on 09/6/2008 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

This determination is based, in part, on the foregoing description which

includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847)294 7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2007-ASO-461-OE.

Signature Control No: 501041-533609

(DNE)

Vivian Vilaro Technician

Attachment(s) Frequency Data

7460-2 Attached

Frequency Data for ASN 2007-ASO-461-OE

:

.

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

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Kentucký	TC 56-50E (Rev. 02/0
Kentucky Transportation Cabinet, Kentucky Alrport Zoning Commission, 200 Mero S APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER INSTRUCTIONS INCLUDED	
1. APPLICANT – Name, Address, Telephone, Fax, etc. Celloo Partnership Elaine Thompson/MTS - Regulatory (Phone: 770-797-1064) 11120 Sanctuary Pkwy., Suite 150 MC: GASA5REG Alpharetta, GA 30004 2. Representative of Applicant – Name, Address, Telephone, Fax Same 3. Application for: Divert Construction Address, Telephone, Fax Same 4. Duration: Permanent Permanent Permanent Permanent Note: End 5. Work Schedule: Start End 6. Type: Antenna Tower Construction 7. Marking/Painting and/or Lighting Preferred: 7. Marking/Painting and/or Lighting Preferred: 7. Marking/Painting and/or Lighting Preferred: 8. FAA Aeronautical Study Number2007_ASQ-461-QE	9. Latitude: 38 09 26 94 " 10. Longitude: 083 -37 17 03 " 11. Datum: F NAD83 F NAD27 10 Other 12. Nearest Kentucky City: Salt Lick County Bath 13. Nearest Kentucky public use or Military airport:
22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) 同 No	•
Elaint L. Thompson	02 Feb 2007
Printed Name and Title Signature PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 18 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3) in further penalties.	Date 3.861 through 183.990) and Kentucky Administrative Regulations (602 KAR). Non-compliance with Federal Aviation Administration Regulations may result
Commission Action:	man, KAZC 🗍 Administrator, KAZC
13 Approved	
Disapproved	Date

•

MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC

ATTORNEYS-AT-LAW

W. BRENT RICE brice@mmlk.com 201 E. Main Street, Suite 1000 Lexington, Kentucky 40507 (859) 231-8780 (859) 231-6518

May 2, 2007

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Lowell B. Jamison Bath County Judge Executive Courthouse Annex P.O. Box 39 Owingsville, KY 40360

RE: Public Notice – Public Service Commission of Kentucky Case No. 2007-00170 (The Snedegar Facility)

Dear Judge Jamison:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 310' self-supporting tower including attached antennas and an equipment shelter to be located at 57 Iles Mill Road, Salt Lick, Bath County, Kentucky. A map showing the location of the proposed new facility is enclosed.

The Public Service Commission of Kentucky previously approved the proposed cell facility on September 29, 2005, but it is now necessary to reapply due to the inability of Verizon Wireless to construct the facility within the required time frame imposed by the Federal Aviation Administration, Kentucky Airport Zoning Commission and the Public Service Commission of Kentucky.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2007-00170** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,

4. Brent nui

W. Brent Rice

WBR/dkw Enclosure

LEXINGTON, KENTUCKY

FRANKFORT, KENTUCKY

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Cellco Partnership d/b/a Verizon Wireless Snedegar Site Property Owners

Mr. Peter R. Daily, III 773 Escondida Road Paris, KY 40361

Wendell and Brenda Johnson 303 Knapp Avenue Morehead, KY 40357

Owen Kiser 121 Isles Mill Road Salt Lick, KY 40371

Dennis Scott McKenzie 57 Isle Mill Road Salt Lick, KY 40371

Mr. and Mrs. Dennis McKenzie 911 Pendleton Road Olympia, KY 40358

Moores Ferry Church of Christ Route 1 Salt Lick, KY 40371

Deward and Alice Razor 255 Isle Mill Road Salt Lick, KY 40371

Dennis Wade and Reppie Shrout 2388 Mt. Pleasant Road Owingsville, KY 40360

Mrs. Earl Shrout 2366 Moores Ferry Road Salt Lick, KY 40371

James T. and Jean Smith 336 Uckleberry Road Morehead, KY 40357

Mr. Brooks Triplett 2312 Moores Ferry Road Salt Lick, KY 40371

Randall and Donna Williams 205 Isle Mill Road Salt Lick, KY 40371

MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC

ATTORNEYS-AT-LAW

W. BRENT RICE brice@mmlk.com 201 E. Main Street, Suite 1000 Lexington, Kentucky 40507 (859) 231-8780 (859) 231-6518

May 2, 2007

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Randall and Donna Williams 205 Isle Mill Road Salt Lick, KY 40371

RE: Public Notice – Public Service Commission of Kentucky Case No. 2007-00170 (The Snedegar Facility)

Dear Property Owner:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 310' self-supporting tower including attached antennas and an equipment shelter to be located at 57 Iles Mill Road, Salt Lick, Bath County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2007-00170** in your correspondence.

Sincerely, L. Sent Min

W. Brent Rice Counsel for Verizon Wireless

WBR/dkw Enclosure

LEXINGTON, KENTUCKY

FRANKFORT, KENTUCKY

GREENUP, KENTUCKY

ASHLAND, KENTUCKY

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

OPTION AND LEASE AGREEMENT

This Agreement made this ______ day of ______, 2005, between Dennis McKenzie and Cheryl McKenzie, husband and wife, having an address of 911 Pendleton Road, Olympia, Kentucky 40358, Social Security # 402-78-9452 hereinafter 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 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 Bath County, State of Kentucky, as shown on the Tax Map of the City of Salt Lick as Map No: 74, Parcel 14.04 and being further described in Deed Book 168 at Page 589 as recorded in the Office of the Clerk of the County Court of Bath 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 (10,000)square feet, and as substantially shown on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum o

The option may be exercised at any time on or prior to One Hundred Eighty (180) days from full execution of this Agreement. 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 (6) months, with an additional payment of the option may be exercised may be further extended 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.

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. <u>PREMISES</u>. 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 Ten Thousand (10,000) square feet situated on Map No: 74, Parcel 14.04 all as shown on the Tax Map of the County Clerk of Bath 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 foot(30') foot wide right-of-way extending from the nearest public right-of-way, lles Mill Road, to the demised premises, said demisted 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 LESSEB or to the public utility at no cost to the LESSEE.

2. <u>SURVEY</u>. 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. <u>TERM</u>. 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 the month 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. <u>EXTENSIONS</u>. 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. <u>EXTENSION RENTALS</u>. The annual rental for the first (1st) five (5) year extension term shall be increased to the second (2nd) five (5) year extension five (5) year extension term shall be increased to five (5) year extension term shall be increased to the fourth (4th) five (5) year extension shall be increased to the fourth (4th) five (5) year extension shall be increased to

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6. <u>ADDITIONAL EXTENSIONS</u>. 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.

USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of 7. 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. <u>INDEMNIFICATION</u>. 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 \$500,000 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; provided, however, that in the event LESSOR conducts, maintains, or operates any commercial enterprise pursuant to which LESSOR makes any part of the Premises available for access or use to members of the public at large, LESSOR shall maintain at its own cost and expense, comprehensive general liability insurance with limits of not less that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. <u>ANNUAL TERMINATION</u>. 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.

11. <u>INTERFERENCE</u>. 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. <u>REMOVAL UPON TERMINATION</u>. 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. <u>RIGHT OF FIRST REFUSAL</u>. 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. <u>RIGHTS UPON SALE</u>. 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.

15. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. <u>TITLE</u>. 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. <u>GOVERNING LAW</u>. 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. <u>ASSIGNMENT</u>. 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. <u>NOTICES</u>. 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:	Dennis and Cheryl McKenzie 911 Pendleton Road Olympia, KY 40358
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. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. <u>SUBORDINATION AND NON-DISTURBANCE</u>. 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 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. <u>RECORDING</u>. 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. <u>DEFAULT</u>. 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.

<u>a</u>. 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 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 are caused by the LESSEE.

26. <u>CASUALTY</u>. 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. <u>CONDEMNATION</u>. 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 07/13/05

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. <u>SUBMISSION OF LEASE</u>. 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. <u>APPLICABLE LAWS</u>. 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. <u>SURVIVAL</u>. 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. <u>CAPTIONS</u>. 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:

Dennis McKenzie and Cheryl McKenzie, husband and wife

BY: Dennis McKenzie

BY: Chervl Mc

LESSEE:

Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless

BY:

Howard H. Bower Midwest Area Vice President

WITNESS

LESSOR ACKNOWLEDGEMENT

STATE OF Kentuck () COUNTY OF Bath

This instrument was subscribed, sworn to, and acknowledged before me by Dennis McKenzie, Lessor, on this $\underline{18}$ day of $\underline{5uly}$, 2005. My commission expires: $\underline{5une}$ 10, $\underline{2009}$.

STATE OF Kersfucky COUNTY OF Bash

This instrument was subscribed, sworn to, and acknowledged before me by Cheryl McKenzie, Lessor, on this <u>18</u> day of <u>Tuly</u>, 2005. My commission expires: <u>Tune 10</u>, 2009</u>

Panala J. Josep Notary Public, State at Large

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this, the ______ day of ______, 2005, before me, the subscriber, a Notary Public, in and for the State of ______, personally appeared to me Howard H. Bower, Midwest Area Vice President, 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 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:

Notary Public, State at Large C:\My Documents\WBR\verizon wireless\snedegar\option and lease agreement.doc

