



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

RECEIVED

August 10, 2007

AUG 10 2007

PUBLIC SERVICE
COMMISSION

VIA HAND DELIVERY

Kentucky Public Service Commission
Attn: Michael F. Burford
Director, Division of Filings
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

RE: Application to Construct Wireless Communications Facility
Location: 149 Evans Road, Olive Hill, Kentucky 41164
Applicant: Cellco Partnership d/b/a Verizon Wireless
Site Name: Soldier
Case No.: 2007-00341

Dear Mr. Burford:

On behalf of our client, Cellco Partnership d/b/a Verizon Wireless, we are submitting the enclosed original and five (5) copies of an Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility in an area of Carter County outside the jurisdiction of a planning commission. I have also enclosed two (2) additional copies of this cover letter. Thank you for your assistance and do not hesitate to contact me if you have any comments or questions concerning this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'DAP', is written over a large, faint circular watermark.

David A. Pike
Attorney for Verizon Wireless

enclosures

RECEIVED

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

AUG 10 2007

**PUBLIC SERVICE
COMMISSION**

In the Matter of:

| | | |
|---|---|----------------------|
| THE APPLICATION OF |) | |
| CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS |) | |
| FOR ISSUANCE OF A CERTIFICATE OF PUBLIC |) | CASE NO.: 2007-00341 |
| CONVENIENCE AND NECESSITY TO CONSTRUCT |) | |
| A WIRELESS COMMUNICATIONS FACILITY AT |) | |
| 149 EVANS ROAD, OLIVE HILL, KENTUCKY 41164 |) | |
| IN THE WIRELESS COMMUNICATIONS LICENSE AREA |) | |
| IN THE COMMONWEALTH OF KENTUCKY |) | |
| IN THE COUNTY OF CARTER |) | |

SITE NAME: SOLDIER

**APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY**

Cellco Partnership, a Delaware General Partnership d/b/a, d/b/a Verizon Wireless ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless telecommunications services.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant:

Cellco Partnership, d/b/a Verizon Wireless

180 Washington Valley Road
Bedminster, New Jersey, 07921

2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) that applicant submit a certified copy of articles of incorporation is inapplicable.

4. *The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.*

5. *The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Applicant's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.*

6. To address the above-described service needs, Applicant proposes to construct a WCF at 149 Evans Road, Olive Hill, Kentucky 41164 (38-17-30.78 North latitude, 83-18-45.40 West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Gloria Madeline Sparks pursuant to a Deed recorded at Deed Book 235, page 195 in the office of the Carter County Clerk. The proposed WCF will consist of a 305-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 309-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map

area, along with a map key showing the owner of such other facilities.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, and which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.

9. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the

telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit E**. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site.

10. FAA notice is required for the proposed construction; and lighting or marking requirements may be applicable to this facility. A copy of the Determination of No Hazard to Air Navigation from the FAA is attached as **Exhibit F**.

11. A copy of the Kentucky Airport Zoning Commission ("KAZC") approval for the proposed WCF is attached as **Exhibit G**.

12. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the

Commonwealth of Kentucky, is attached as **Exhibit H**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** is included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.

16. *Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced.* Valmont ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of William R. Heiden, III, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.

17. The Project Manager and Contractor for the proposed facility is Chris Dodd, Verizon Wireless Construction Manager, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached

letter submitted as part of **Exhibit C**.

18. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has noted in **Exhibit B** that the proposed WCF is not located within any flood hazard area.

19. The possibility of high winds has been considered in the design of this tower. The tower 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. The tower design is in accordance with ANSI/EIA-222-F standards, for a wind load of 75 m.p.h. basic wind speed with 1/2" radial ice.

20. The site survey was performed by Frank L. Sellinger, Jr.. Sheet 1 of 2 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as **Exhibit K**

and **Exhibit L**, respectively.

22. Applicant has notified the Carter County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Carter County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit M**.

23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), that measure at least two (2) feet in height and four (4) feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

24. The general area where the proposed facility is to be located is rural. There are no residential structures located within a 500-foot radius of the proposed tower location.

25. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

27. All responses and requests associated with this Application may be directed to:

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6

P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410

WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



David A. Pike
Pike Légal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Attorney for Celco Partnership
d/b/a Verizon Wireless

LIST OF EXHIBITS

- A - Business Entity and FCC License Documentation
- B - Site Development Plan:
 - 500' Vicinity Map
 - Legal Descriptions
 - Flood Plain Certification
 - Site Plan
 - Vertical Tower Profile
- C - Tower and Foundation Design
- D - Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
- E - Copy of Radio Frequency Design Search Area
- F - FAA Determination of No Hazard
- G - Kentucky Airport Zoning Commission Approval
- H - Geotechnical Report
- I - Directions to WCF Site
- J - Copy of Real Estate Agreement
- K - Notification Listing
- L - Copy of Property Owner Notification
- M - Copy of County Judge/Executive Notice
- N - Copy of Posted Notices

EXHIBIT A
BUSINESS ENTITY AND FCC LICENSE DOCUMENTATION

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy Only)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Celco Partnership

ATTN Regulatory
Celco Partnership
1120 Sanctuary Pkwy, #150 GASA5REG
Alpharetta, GA 30004

| | |
|--|----------------------------|
| FCC Registration Number (FRN): 0003290673 | |
| Call Sign: WPOJ803 | File Number: 0000560449 |
| Radio Service: CW - PCS Broadband | |

| | | | |
|--------------------------|------------------------------|-------------------------------|--------------------------|
| Grant Date 06/30/1999 | Effective Date 03/21/2007 | Expiration Date 06/30/2009 | Print Date 07/14/2007 |
|--------------------------|------------------------------|-------------------------------|--------------------------|

| | | |
|---|------------------|--------------------------|
| Market Number: BTA197 | Channel Block: C | Sub-Market Designator: 0 |
| Market Name: Huntington, WV-Ashland, KY | | |

| | | | |
|----------------------------------|----------------------------------|--------------------|--------------------|
| 1st Build-out Date 06/30/2004 | 2nd Build-out Date 06/30/2009 | 3rd Build-out Date | 4th Build-out Date |
|----------------------------------|----------------------------------|--------------------|--------------------|

Special Conditions or Waivers/Conditions This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

Conditions
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at <http://wireless.fcc.gov/uls/> and select "License Search". Follow the instruction on how to search for license information

EXHIBIT B

SITE DEVELOPMENT PLAN:

**500' VICINITY MAP
LEGAL DESCRIPTIONS
FLOOD PLAIN CERTIFICATION
SITE PLAN
VERTICAL TOWER PROFILE**

EXHIBIT C
TOWER AND FOUNDATION DESIGN

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST
AND MAP OF LIKE FACILITIES IN VICINITY

EXHIBIT E
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



EXHIBIT F
FAA DETERMINATION OF NO HAZARD



Federal Aviation Administration
 Air Traffic Airspace Branch, ASW-520
 2601 Meacham Blvd.
 Fort Worth, TX 76137-0520

Aeronautical Study No.
 2006-ASO-1371-OE

Issued Date: 04/03/2006

Kathryn Bovee
 Cellco Partnership-NY
 175 Calkins Rd
 Rochester, NY 14623

**** 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:

Structure: Antenna Tower
 Location: Olive Hill, KY
 Latitude: 38-17-30.78 N NAD 83
 Longitude: 83-18-45.4 W
 Heights: 315 feet above ground level (AGL)
 1573 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 AC 70/7460-1K Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

At least 10 days prior to start of construction
 (7460-2, Part I)

Within 5 days after the construction reaches its greatest height
 (7460-2, Part II)

This determination expires on 10/3/2007 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 2006-ASO-1371-OE.

Signature Control No: 454819-450596

(DNE)

Vivian Vilaro
Technician

Attachment(s)
Case Description
Frequency Data

7460-2 Attached

Case Description for ASN 2006-ASO-1371-OE

Proposal to construct new telecommunications tower.

Frequency Data for ASN 2006-ASO-1371-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 |
| 5800 | 5800 | MHz | 70 | dBm |

**EXHIBIT G
KENTUCKY AIRPORT ZONING COMMISSION
APPROVAL**



Kentucky Airport Zoning Commission
200 Mero Street
Frankfort, KY 40622

(502) 564-4480
fax: (502) 564-7953
No.: AS-022-212-06-037

May 17, 2006

APPROVAL OF APPLICATION

APPLICANT:

Cellco Partnership
Kathryn Bovee
175 Calkins Road
Rochester, NY 14623

SUBJECT: AS-022-212-06-037

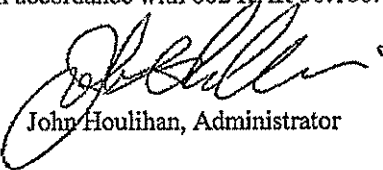
STRUCTURE: Antenna Tower
LOCATION: Olive Hill, KY
COORDINATES: 38-17-30.78 N / 83-18-45.4 W
HEIGHT: 315'AGL/1573'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 315'AGL/1573'AMSL Antenna Tower near Olive Hill, KY 38-17-30.78 N / 83-18-45.4 W.

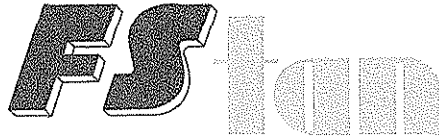
This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Dual obstruction lighting is required in accordance with 602 KAR 50:100.


John Houlihan, Administrator

**EXHIBIT H
GEOTECHNICAL REPORT**



Land Surveyors & Consulting Engineers

GEOTECHNICAL ENGINEERING STUDY

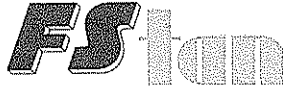
**Proposed Soldier Tower Site
N38° 17' 30.78" W83° 18' 45.40"
149 Evans Road,
Olive Hill, Carter County, Kentucky
Project No. 05-3741**

**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. Candy Hendry
Cellco Partnership
7575 Commerce Court
Lewis Center, OH 43035**

**Date: March 28, 2006
Revised: May 24, 2007**



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

May 24, 2007

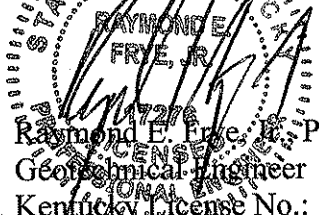
Ms. Candy Hendry
Celco Partnership
7575 Commerce Court
Lewis Center, OH 43035

Re: Geotechnical Engineering Study
Proposed 305-foot Self-Support Tower
Site Name: Soldier
N38° 17' 30.78" W83° 18' 45.40"
149 Evans Road, Olive Hill, Carter County, Kentucky 41164
FStan Project No. 05-3741

Dear Ms. Hendry:

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

Cordially,
FStan Land Surveyors and Consulting Engineers



RAYMOND E.
FRYE, JR.
17276
Raymond E. Frye, Jr., P.E.
Geotechnical Engineer
Kentucky License No.: 17276

Copies submitted: (3) Ms. Candy Hendry

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APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 305-foot Self Supported Telecommunications Tower

Cellco Partnership Site Name: Soldier PCS
149 Evans Road, Olive Hill, Carter County, Kentucky 41164
FStan Project No. 05-3741

1. PURPOSE AND SCOPE

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

2. PROJECT CHARACTERISTICS

Cellco Partnership is proposing to construct a 305 feet tall self-supported communications tower on property owned by Bill and Madeline Sparks, located at 149 Evans Road, Olive Hill Carter County, Kentucky. The site explored was located approximately 2500 feet north of Evans Road and consisted of a gently sloping weed and grass-covered hilltop. The topographic site relief of the lease area was about 8 feet. The access road for the site traverses a very steeply sloping and wooded terrain. The total site relief of the access road is about 280 feet. Surface water runoff was directed by the topography toward the south. The elevation of the tower center is approximately 1,258 feet msl. The location of the proposed tower is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a self-support communications tower 305 feet tall. We have assumed the following structural information:

- Compression = 500 kips
- Uplift = 400 kips
- Total shear = 50 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 1975 Geologic Map of the Soldier Quadrangle Northeastern Kentucky indicates that the site is underlain by Pennsylvanian aged Breathitt Formation. The geologic map indicated that the site was directly underlain by a sandstone deposit consisting of light gray fine to medium grained, thin to thickly bedded, sandstone. The sandstone weathers rapidly when exposed. The sandstone typically grades in to the shale of the Breathitt formation, which is medium gray to black, is partially carbonaceous and evenly laminated. The geologic map indicated that cuts in the hillsides of the quadrangle are commonly unstable.

3. SUBSURFACE CONDITIONS

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

In general, the topsoil encountered by the borings was about 1 to 2 inches thick. Below the topsoil, the borings generally encountered tan, white or brown weathered sandstone to a depth of 13.0 to 18.5 feet. As an exception, Boring B-1 encountered Tan sandy lean clay to a depth of 3.5 feet below the ground surface. The Standard Penetration Test Values (N values) of the weathered sandstone ranged from 9 blows per foot (bpf) to more than 50 blows per 6-inch increment. With the typical value greater than 50 blows per 6 increments.

Below this level the borings encountered black weathered shale to refusal. The N-values of the shale ranged from 35 to more than 5 blows per 6-inch increment. Refusal was encountered in each boring ranging from 18 to 30 feet below the ground surface.

The refusal materials were explored in boring B-1 from 30 feet to 40 feet below the ground surface. The rock sampled consisting of soft black shale. The recovery of the rock samples ranged from 96 to 98 percent and the Rock Quality Designation ranged from 70 to 92 percent.

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

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

4. GEOTECHNICAL DESIGN RECOMMENDATIONS

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

4.1. Tower

4.1.1 General

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

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

4.1.2 Mat Foundation

A mat foundation is suitable for support of the proposed tower foundation. We recommend the mat foundation be designed to act as a rigid structure. The mat foundation should bear on the weathered sandstone that was encountered below about 5.0 feet in the borings. An allowable static net bearing pressure of 3.0 kips per square foot (ksf) is available in the sandstone. The mat foundation should be buried sufficiently deep to resist overturning forces.

The following table summarizes the recommended values for use in analyzing lateral resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured.

| Depth Below Ground Surface, feet | Unit Weight Pcf | Allowable Passive Soil Pressure, Psf/one foot of depth |
|----------------------------------|-----------------|--|
| 0 – 5.0 | 125 | Neglect |
| 5.0+ | 125 | 192(D-5) |

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

Modulus of Subgrade Reaction: Based on the conditions encountered by the borings and our experience, we recommend sizing the mat foundation for a modulus of subgrade reaction (k_s) of 42 pci. The k_s value was determined using the estimated total settlement of about 1/2 inch and the total contact pressure applied to the foundation subgrade. The total pressure applied to the foundation subgrade beneath the mat was assumed to be distributed uniformly across the plan dimension of the mat. A more rigorous analysis, such as using the computer program *PCA-Mats*, was beyond the scope of our services.

Surface run-off water should be drained away from the excavation and not allowed to pond. The following guides address protection of footing.

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

4.2. Equipment Building

We recommend that foundation inspections be performed at the time of foundation construction in an effort to identify unsuitable soils and remove them prior to foundation construction. The equipment building may be supported on shallow spread footings bearing in the stiff clay or dense gravel sized for a maximum allowable soil pressure of 3,000 pounds per square foot. The footings should be at least 12 inches wide. The footings should bear at a depth of at least 36 inches. All existing fill, 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.

4.3. Earthwork Considerations

Earthwork activities to bring the site to finished grades are unknown. The geologic quadrangle map and our experience indicates that earthwork activities may cause settlement or instability of slopes. Once the grading plan is known, we recommend FStan be retained to review the grading plan to determine whether the planned earthwork will impact the performance of project foundations. We recommend that cuts and fills be limited to 5 feet. If more than 5 feet of fill or cut is required to achieve planned grades, the geotechnical engineer should be contacted.

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

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.

4.4. 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.

We believe that the groundwater encountered in the borings will have sufficient depth to have little effect on the construction at the site. Therefore, no special provisions regarding groundwater control are considered necessary for the proposed equipment building and tower.

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

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

5.1. Shallow Foundations

We recommend the foundation subgrades be protected from exposure to water. Surface run-off water should be drained away from the excavation and not allowed to pond. If possible, all concrete should be placed that same day the excavation is made. If this is not practical, the excavation should be adequately protected. The following guides address protection of footing subgrades and our recommended remediation for any soft soils encountered.

- Protect foundation support materials exposed in open excavations from freezing weather, severe drying, and water accumulation.
- Remove any soils disturbed by exposure prior to foundation concrete placement.

- Place a "lean" concrete mud-mat over the bearing soils if the excavations must remain open overnight or for an extended period of time.
- Level or suitably bench the foundation bearing area.
- Remove loose soil, debris, and excess surface water from the bearing surface prior to concrete placement.
- Retain the geotechnical engineer to observe all foundation excavations and provide recommendations for treatment of any unsuitable conditions encountered.

5.2. Construction Dewatering

No serious dewatering problems are anticipated for shallow excavations. At the time of our investigation, ground water was not encountered. Depending upon seasonal conditions, some minor seepage into excavations may be experienced in shallow excavations. It is anticipated that any such seepage into shallow excavations can be handled by conventional dewatering methods such as pumping from sumps.

6. FIELD AND LABORATORY INVESTIGATION

The soil test borings were drilled at the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test borings. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

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

7. LIMITATIONS OF STUDY

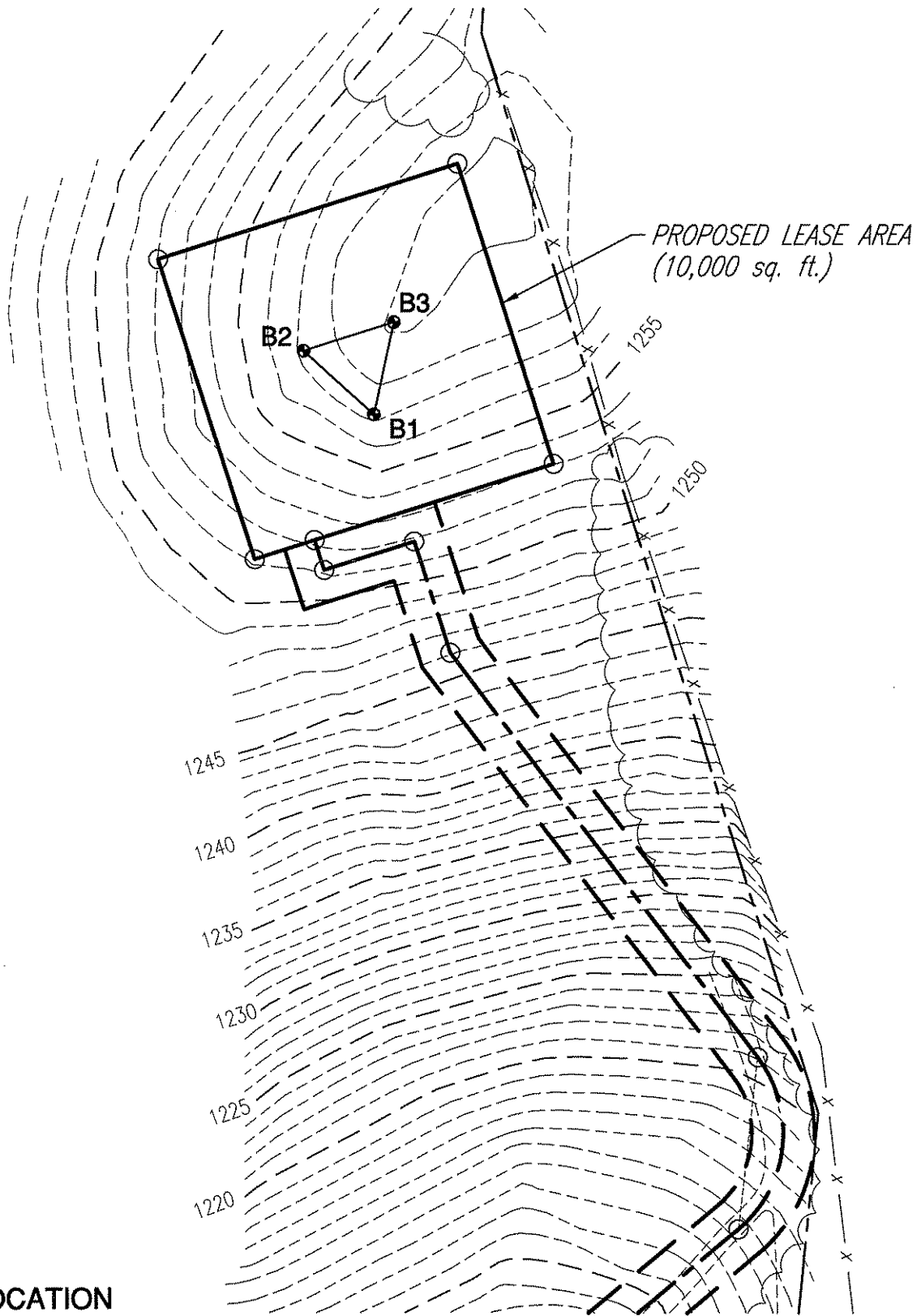
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. FStan is not responsible for the independent conclusions, opinions or recommendations made by others based on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

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

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

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION



● BORING LOCATION

BORING LOCATION PLAN

SITE NAME: SOLDIER
 PROPOSED 305' SELF-SUPPORT TOWER
 N 38° 17' 30.78", W 83° 18' 45.40"

NOT TO SCALE

FSTAN PROJECT #:

05-3741

DATE:

05.24.07



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



FStan Land Surveyors and Consulting Engineers
 P.O. Box 17546
 2315 Crittenden Drive
 Louisville, KY 40217
 (502) 636-5866
 (502) 636-5263

Geotechnical Boring Log

Boring No: **B-1**

| | |
|--|--------------------------------------|
| Client: Cellco Partnership | Project Number: 05-3741 |
| Project: Proposed Soldier Tower | Drilling Firm: Central Star Drilling |
| Location: N38° 17' 30.78" /W83° 18' 45.40" | Project Manager: Ray Frye |
| Date Started: 3/16/2006 | Total Depth of Boring: 40 ft |
| Date Completed: 3/16/2006 | DRY on rods |
| Boring Method: 3 1/4 HSA | ▼ 16 ft at completion |
| Surface Elevation: NA | NA NA hours after completion |

| Layer Depth ft | Legend | Material Description | Depth Scale ft | Sample Data | | | | | Remarks | |
|----------------|--------|--|----------------|-------------|----------|-------|--------|-----------|---------|--|
| | | | | No. | Type | Blows | Rec. % | PP tsf | | W % |
| 0.2 | | TOPSOIL Stiff tan sandy CLAY (CL) | | | | | | | | Surface Vegetation: Woods Driller: Central Star Drilling Drill Rig: CME-55 Hammer: Manual |
| 3.5 | | Tan weathered SANDSTONE | 1 | SS | 3-4-5 | 72 | | | | |
| 6.0 | | White weathered SANDSTONE | 2 | SS | 40-50/4" | 80 | | | | |
| 8.5 | | Tan weathered SANDSTONE | 3 | SS | 50/5" | 100 | | | | |
| | | | 4 | SS | 50/5" | 100 | | | | |
| | | | 5 | SS | 50/3" | 100 | | | | |
| | | | 6 | SS | 31-50/2" | 88 | | | | |
| | | | 7 | SS | 50/5" | 100 | | | | |
| | | | 8 | SS | 50/4" | 100 | | | | |
| | | | 9 | RC | | 99 | | RQD = 99% | | |
| | | | 10 | RC | | 98 | | RQD = 70% | | |
| | | | 11 | RC | | 96 | | RQD = 92% | | |
| 30.0 | | Auger Refusal at 30.0 feet begin coring. Soft black SHALE | | | | | | | | |
| 40.0 | | Bottom of Boring at 40 ft | | | | | | | | |

GEOTECHNICAL BORING LOG 05-3741.GPJ FSTAN.GDT 3/28/06



FStan Land Surveyors and Consulting Engineers
 P.O. Box 17546
 2315 Crittenden Drive
 Louisville, KY 40217
 (502) 636-5866
 (502) 636-5263

Geotechnical Boring Log

Boring No: **B-2**

| | |
|--|--------------------------------------|
| Client: Celco Partnership | Project Number: 05-3741 |
| Project: Proposed Soldier Tower | Drilling Firm: Central Star Drilling |
| Location: N38° 17' 30.78" /W83° 18' 45.40" | Project Manager: Ray Frye |
| Date Started: 3/16/2006 | Total Depth of Boring: 18 ft |
| Date Completed: 3/16/2006 | DRY on rods |
| Boring Method: 3 1/4 HSA | DRY at completion |
| Surface Elevation: NA | NA NA hours after completion |

| Layer Depth ft | Legend | Material Description | Depth Scale ft | Sample Data | | | | | | Remarks |
|----------------|--------|---------------------------|----------------|-------------|------|-----------------|--------|--------|-----|---|
| | | | | No. | Type | Blows | Rec. % | PP tsf | W % | |
| 0.2 | | TOPSOIL | | | | | | | | Surface Vegetation: Woods Driller: Central Star Drilling Drill Rig CME-55 Hammer: Manual |
| | | Tan weathered SANDSTONE | | 1 | SS | 9-9-12 | 89 | | | |
| 3.0 | | White weathered SANDSTONE | | | | | | | | |
| 4.0 | | Tan weathered SANDSTONE | | 2 | SS | 23-37 -50/5" | 59 | | | |
| | | | 5 | 3 | SS | 45-50/3" | 89 | | | |
| | | | | | | | | | | |
| | | | 10 | 4 | SS | 20-50/4" | 60 | | | |
| | | | | | | | | | | |
| 13.0 | | Weathered black SHALE | | | | | | | | |
| | | | 15 | 5 | SS | 12-16-19 | 72 | | | |
| | | | | | | | | | | |
| 18.0 | | Bottom of Boring at 18 ft | | | | | | | | |
| | | | 20 | | | | | | | |
| | | | | | | | | | | |
| | | | 25 | | | | | | | |
| | | | | | | | | | | |
| | | | 30 | | | | | | | |
| | | | | | | | | | | |
| | | | 35 | | | | | | | |
| | | | | | | | | | | |
| | | | 40 | | | | | | | |

GEOTECHNICAL BORING LOG 05-3741.GPJ FSTAN.GDT 3/28/06



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 2315 Crittenden Drive
 Louisville, KY 40217
 (502) 636-5866
 (502) 636-5263

Geotechnical Boring Log

Boring No: **B-3**

| | |
|--|--------------------------------------|
| Client: Cellco Partnership | Project Number: 05-3741 |
| Project: Proposed Soldier Tower | Drilling Firm: Central Star Drilling |
| Location: N38° 17' 30.78" /W83° 18' 45.40" | Project Manager: Ray Frye |
| Date Started: 3/16/2006 | Total Depth of Boring: 18 ft |
| Date Completed: 3/16/2006 | DRY on rods |
| Boring Method: 3 1/4 HSA | DRY at completion |
| Surface Elevation: NA | NA NA hours after completion |

| Layer Depth ft | Legend | Material Description | Depth Scale ft | Sample Data | | | | | Remarks | |
|----------------|--------|---------------------------|----------------|-------------|-----------------|-------|--------|--------|---------|---|
| | | | | No. | Type | Blows | Rec. % | PP tsf | | W % |
| 0.2 | | TOPSOIL | | | | | | | | |
| | | Tan weathered SANDSTONE | | | | | | | | Surface Vegetation: Woods Driller: Central Star Drilling Drill Rig: CME- 55 Hammer: Manual |
| | | | 1 | SS | 3-9-12 | 61 | | | | |
| | | | 2 | SS | 28-50 | 83 | | | | |
| | | | 3 | SS | 38-40 -50/2" | 100 | | | | |
| | | | 4 | SS | 30-50/5" | 91 | | | | |
| 13.0 | | Weathered SHALE | | | | | | | | |
| | | | 5 | SS | 15-19-20 | 83 | | | | |
| 18.0 | | Bottom of Boring at 18 ft | | | | | | | | |

GEOTECHNICAL BORING LOG 05-3741.GPJ FSTAN.GDT 3/28/06

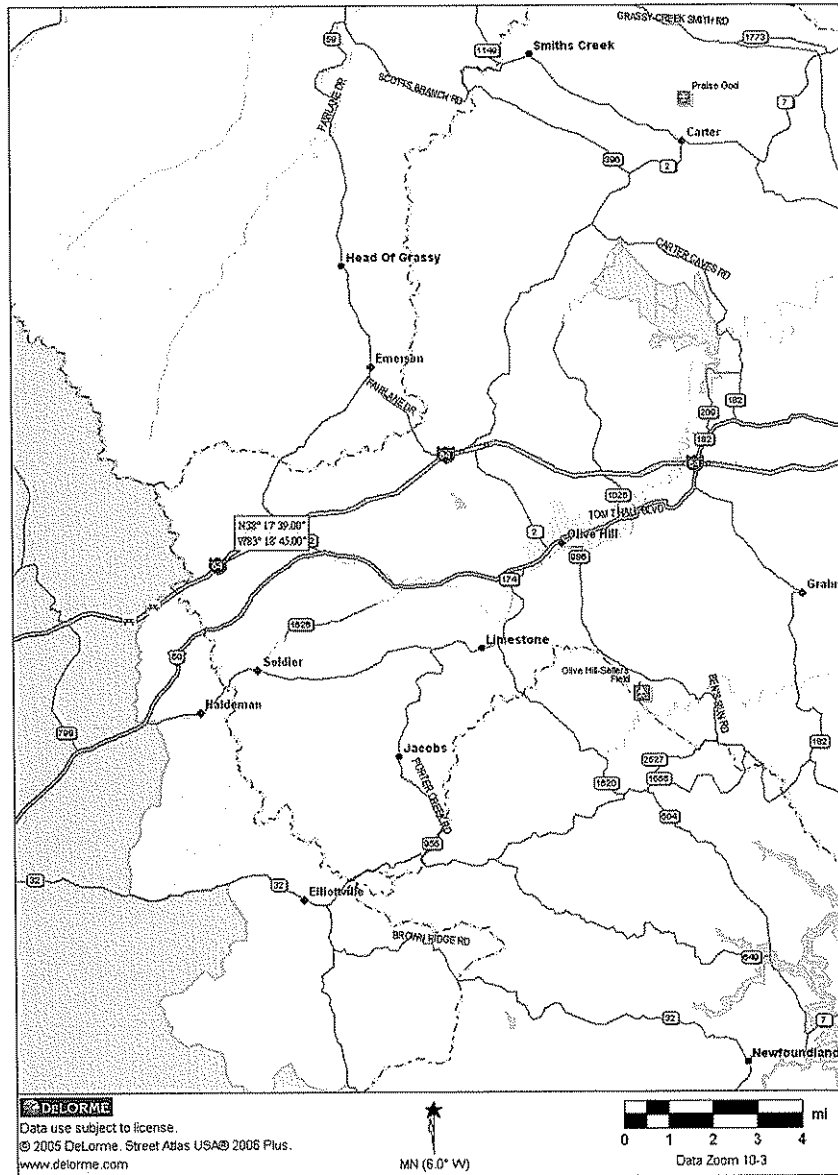
SOIL CLASSIFICATION CHART

| MAJOR DIVISIONS | | | SYMBOLS | | TYPICAL DESCRIPTIONS | |
|---|--|---|--|-----------|--|---|
| | | | GRAPH | LETTER | | |
| <p>COARSE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</p> | <p>GRAVEL AND GRAVELLY SOILS</p> | <p>CLEAN GRAVELS</p> <p>(LITTLE OR NO FINES)</p> | | GW | WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES | |
| | | <p>GRAVELS WITH FINES</p> <p>(APPRECIABLE AMOUNT OF FINES)</p> | | GP | POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES | |
| | | <p>MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE</p> | <p>CLEAN SANDS</p> <p>(LITTLE OR NO FINES)</p> | | SW | WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES |
| | | | <p>SANDS WITH FINES</p> <p>(APPRECIABLE AMOUNT OF FINES)</p> | | SM | SILTY SANDS, SAND - SILT MIXTURES |
| | <p>FINE GRAINED SOILS</p> <p>MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE</p> | <p>SILTS AND CLAYS</p> <p>LIQUID LIMIT LESS THAN 80</p> | | ML | INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY | |
| | | | | CL | INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS | |
| | | | | OL | ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY | |
| | | <p>SILTS AND CLAYS</p> <p>LIQUID LIMIT GREATER THAN 80</p> | | MH | INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS | |
| | | | | CH | INORGANIC CLAYS OF HIGH PLASTICITY | |
| | | | | OH | ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS | |
| <p>HIGHLY ORGANIC SOILS</p> | | | | PT | PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS | |

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

EXHIBIT I
DIRECTIONS TO WCF SITE

Site Name: Soldier
Property Owner: Gloria Sparks
Property address: 149 Evans Road, Olive Hill, KY 41164
Parcel #: 54



Directions from Grayson, KY (Carter County Seat): Take US-60 west to Greasy Creek Road. Make a right. Follow Greasy Creek road until Evans Road. Just before Evans Road is the proposed access road. If you make a right onto Evans Road, the Sparks house is house straight ahead.

Prepared by: Pike Legal Group, PLLC

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

LAND LEASE AGREEMENT

This Agreement, made this 8th day of November, 2006, between BILL SPARKS and MADELINE SPARKS AKA GLORIA MADELINE SPARKS, husband and wife, with a mailing address located at 149 Evans Road, Olive Hill, Kentucky 41164, Social Security # 570-34-1511 and Social Security # 453-66-5813, hereinafter designated LESSOR, and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located in the City of Olive Hill, County of Carter, State of Kentucky, and being described as a 100' x 100' parcel containing approximately ten thousand (10,000) square feet, and being further described in Deeds recorded in Volume 235, Page 195, Carter County, Kentucky Records, 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 right-of-way extending from the nearest public right-of-way, Evans Road, to the demised premises, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

(commonly known as 149 Evans Road, Olive Hill, Kentucky 41164)

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

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

3. **TERM.** This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 149 Evans Road, Olive Hill, Kentucky 41164 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 Commencement Date is defined as the first (1st) day of the month following the date LESSEE commences construction at the Premises or the first (1st) day of the month following the date which is eighteen (18) months after this Agreement is fully signed by both parties, whichever event is the earlier to occur.

4. **EXTENSIONS.** This Agreement shall automatically be extended for five (5) 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. **RENTAL PAYMENTS.** During the initial term, and during any renewal term, the rental payment due under this Agreement shall be increased _____ annually, effective on each anniversary of the Commencement Date.

6. **ADDITIONAL EXTENSIONS.** If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least 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.

12/12/05

1387994v3

Annual rental for each such additional five (5) year term shall be determined in accordance with Paragraph 5 of this Agreement.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facilities 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 (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental 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 Premises 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 be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the 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. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and 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. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted. LESSOR

agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property is 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 the notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

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

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

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

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

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

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

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

LESSOR: Bill and Madeline Sparks
149 Evans Road
Olive Hill, Kentucky 41164

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 actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

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

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

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

25. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or

industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

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

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

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

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

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

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

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

32. TAXES. LESSOR shall pay all real property taxes assessed against the LESSOR's Property. LESSEE shall pay personal property taxes assessed against its equipment and all increases in LESSOR's real property taxes directly attributable to the improvements constructed thereon by LESSEE. In the event that the real estate tax assessment on LESSOR's Property reflects LESSEE's improvements, LESSOR agrees to provide to LESSEE, in a timely manner, a copy of the assessment. LESSEE may contest, at its expense, any assessment imposed on the Premises or LESSEE's activities.

Signed and acknowledged
in the presence of:

LESSOR:

Malenda S. Haynes
Witness
Print Name Malenda S. Haynes
Cynthia B. McCuan
Witness
Print Name Cynthia B. McCuan

Bill Sparks
BILL SPARKS

Malenda S. Haynes
Witness
Print Name Malenda S. Haynes
Cynthia B. McCuan
Witness
Print Name Cynthia B. McCuan

Madeline Sparks
MADELINE SPARKS

STATE OF Kentucky
COUNTY OF Carter, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Bill Sparks, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Evansville,
Kentucky, this 18 day of August, 2006

Cecilia Lewis
NOTARY PUBLIC

(Seal)

My commission expires 12/14/2009

STATE OF Kentucky
COUNTY OF Carter, SS:

12/12/05

1387994v3

BEFORE ME, a Notary Public in and for said county and state, personally appeared Madeline Sparks, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Evanson,
Kentucky, this 18 day of August, 2006.

Cecilia Lewis
NOTARY PUBLIC

(Seal)

My commission expires 12/14/2009

LESSEE:

CELLCO PARTNERSHIP, a Delaware general partnership,
d/b/a Verizon Wireless

By: 

Name: Howard H. Bower

Title: Midwest Area Vice President - Network


ACKNOWLEDGMENT

STATE OF INDIANA,

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 8th day of November, 2006 by
Howard H. Bower, the Midwest Area Vice President - Network of Cellco Partnership, a Delaware general
partnership, d/b/a Verizon Wireless, on behalf of the partnership.

Signature:



My commission expires:

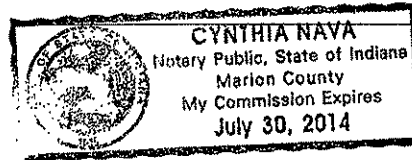


Exhibit "A"

(Legal Description)

the following described real property lying
and being in Carter County, Kentucky, and more particularly described as follows, to-wit:

Lying and being on the waters of Greasy Creek a tributary to Tygart's
Creek and being more particularly described as follows:

BEGINNING at an iron pin in the line of Rodney Evans; thence with the
Evans line North 42 Deg 22 Min 48 Sec West, a distance of 163.34 feet to
an iron pin; thence North 49 Deg 12 Min 08 Sec East, a distance of 666.16
feet to a 28" White Oak in the line of Gloria Madeline Sparks; thence with
the Sparks line South 17 Deg 31 Min 54 Sec East, a distance of 148.61
feet to a Forked Hickory; thence South 24 Deg 53 Min 46 Sec East, a
distance of 103.00 feet; thence South 21 Deg 23 Min 46 Sec East, a
distance of 278.00 feet; thence South 17 Deg 06 Min 02 Sec East, a
distance of 403.50 feet; thence South 20 Deg 53 Min 46 Sec East, a
distance of 775.00 feet; thence South 8 Deg 51 Min 14 Sec West, a
distance of 252.00 feet; thence South 15 Deg 21 Min 14 Sec West, a
distance of 77.00 feet; thence South 17 Deg 53 Min 46 Sec East, a
distance of 55.00 feet to a fence post; thence South 73 Deg 50 Min 45 Sec
West, a distance of 77.92 feet to a 20" White Oak; thence North 86 Deg
08 Min 05 Sec West, a distance of 51.66 feet to a 20" White Oak; thence
South 51 Deg 21 Min 05 Sec West, a distance of 18.32 feet to an iron pin
at a Hickory Stump a corner to Rodney Evans; thence with the Evans line
North 36 Deg 41 Min 46 Sec West, a distance of 56.34 feet to an iron pin;
thence North 45 Deg 15 Min 12 Sec West, a distance of 97.89 feet to an
iron pin; thence North 88 Deg 11 Min 26 Sec West, a distance of 94.61
feet to an iron pin; thence North 83 Deg 19 Min 56 Sec West, a distance of
138.28 feet to an iron pin; thence North 80 Deg 26 Min 33 Sec West, a
distance of 57.15 feet to an iron pin; thence North 64 Deg 50 Min 00 Sec
West, a distance of 101.77 feet to an iron pin; thence North 34 Deg 28
Min 21 Sec West, a distance of 110.30 feet to an iron pin; thence North 18
Deg 23 Min 00 Sec West, a distance of 193.14 feet to an iron pin; thence
North 0 Deg 21 Min 45 Sec East, a distance of 282.15 feet to an iron pin;
thence North 46 Deg 18 Min 56 Sec West, a distance of 133.44 feet to an
iron pin; thence North 18 Deg 15 Min 56 Sec West, a distance of 132.55
feet to an iron pin; thence North 30 Deg 49 Min 07 Sec West, a distance of
42.17 feet to an iron pin; thence North 2 Deg 59 Min 42 Sec West, a
distance of 158.11 feet to an iron pin; thence North 11 Deg 28 Min 05 Sec
West, a distance of 88.86 feet to an iron pin; thence North 38 Deg 50 Min
39 Sec West, a distance of 44.79 feet to an iron pin; thence North 6-Deg

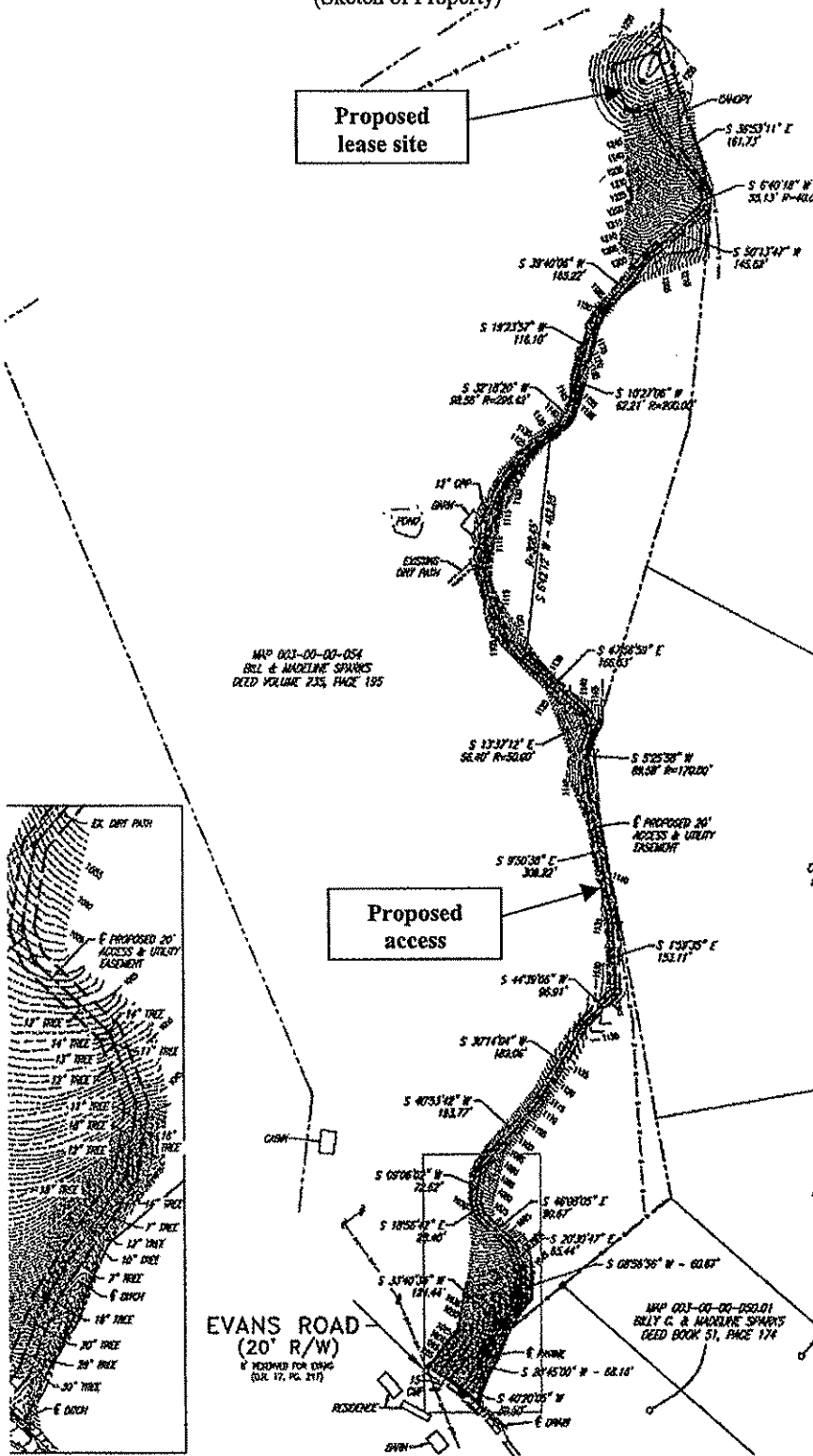
50 Min 05 Sec West, a distance of 79.03 feet to an iron pin; thence North 18 Deg 14 Min 11 Sec East, a distance of 103.33 feet to the point of beginning, said described tract containing 26.72 Acres.

This tract is more fully shown on a map or plat as surveyed, drawn, and dated May 19, 1998, by Markus Johnson Professional Land Surveyor, No. 3303, and attached hereto and made a part hereof by reference.

(Sketch of Property)

Proposed lease site

Proposed access



12/12/05

1387994v3

Exhibit "B"
(Survey)

**EXHIBIT K
NOTIFICATION LISTING**

SOLDIER LANDOWNER NOTICE LISTING

Gloria Madeline Sparks
149 Evans Road
Olive Hill, KY 41164

Rodney Evans & Rebecca Evans - Cochran
76 Evans Road
Olive Hill, KY 41164

Louie & Melodie Keaton
19572 W. US Highway 60
Olive Hill, KY 41164

Bill & Madeline Sparks
149 Evans Road
Olive Hill, KY 41164

Wilbur Oney
324 Timberwood Drive
Olive Hill, KY 41164

Clifford & Virginia Burton
484 Greasy Creek
Olive Hill, KY 41164

Grady Evans
455 Greasy Creek
Olive Hill, KY 41164

Grady & Bessie Jo Evans
455 Greasy Creek
Olive Creek, KY 41164

Roxanne Evans
Rt. 4 Box 583
Olive Hill, KY 41164

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION



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

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Soldier**

Dear Landowner:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 149 Evans Road, Olive Hill, Kentucky 41164 (38-17-30.78 North latitude, 83-18-45.40 West longitude). The proposed facility will include a 305-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 309-feet. This facility is needed to provide improved coverage for wireless communications in the area.

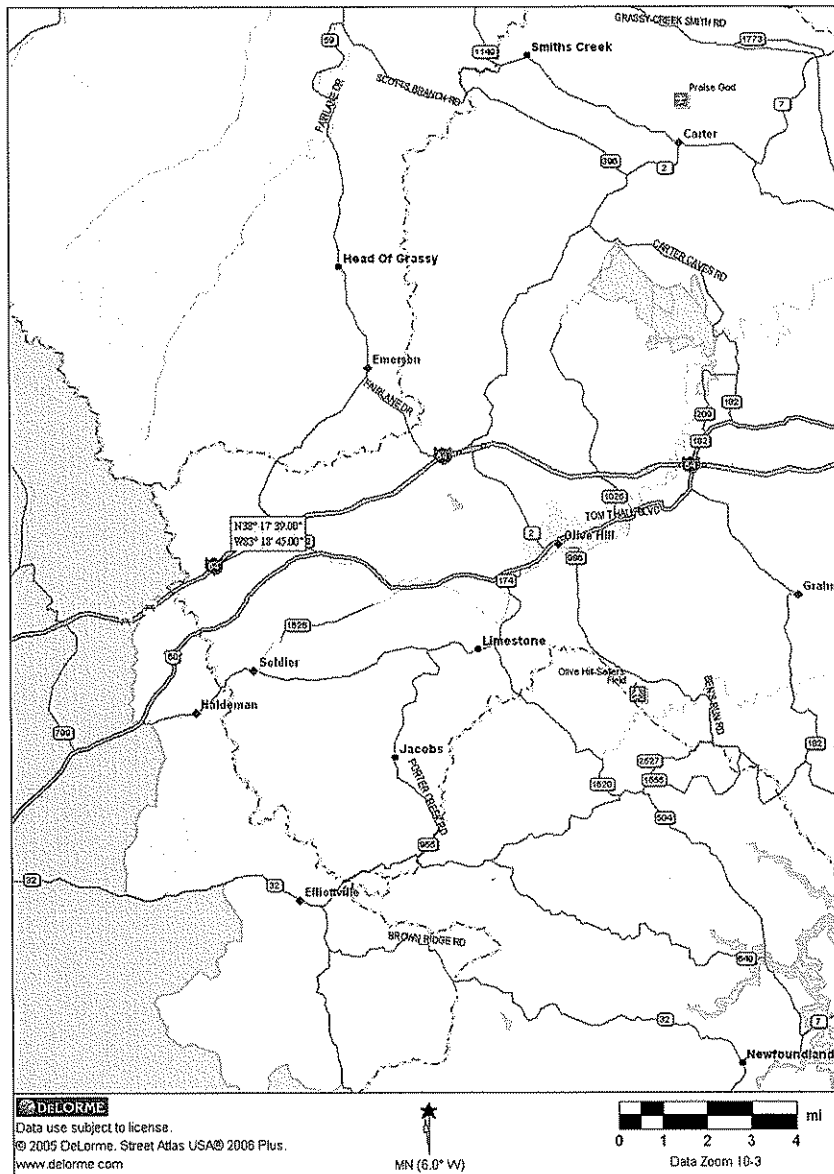
This notice is being sent to you because the Carter County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00341 in any correspondence sent in connection with this matter.

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

Sincerely,
David A. Pike
Attorney for Verizon Wireless

enclosure

Site Name: Soldier
Property Owner: Gloria Sparks
Property address: 149 Evans Road, Olive Hill, KY 41164
Parcel #: 54



Directions from Grayson, KY (Carter County Seat): Take US-60 west to Greasy Creek Road. Make a right. Follow Greasy Creek road until Evans Road. Just before Evans Road is the proposed access road. If you make a right onto Evans Road, the Sparks house is house straight ahead.

Prepared by: Pike Legal Group, PLLC

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

August 10, 2007

VIA CERTIFIED MAIL

Hon. Charles Wallace
Carter County Judge Executive
Courthouse
300 West Main Street
Grayson, Kentucky 41143

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2007-00341
Site Name: Soldier

Dear Judge Stevens:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 149 Evans Road, Olive Hill, Kentucky 41164 (38-17-30.78 North latitude, 83-18-45.40 West longitude). The proposed facility will include a 305-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 309-feet. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00341 in any correspondence sent in connection with this matter.

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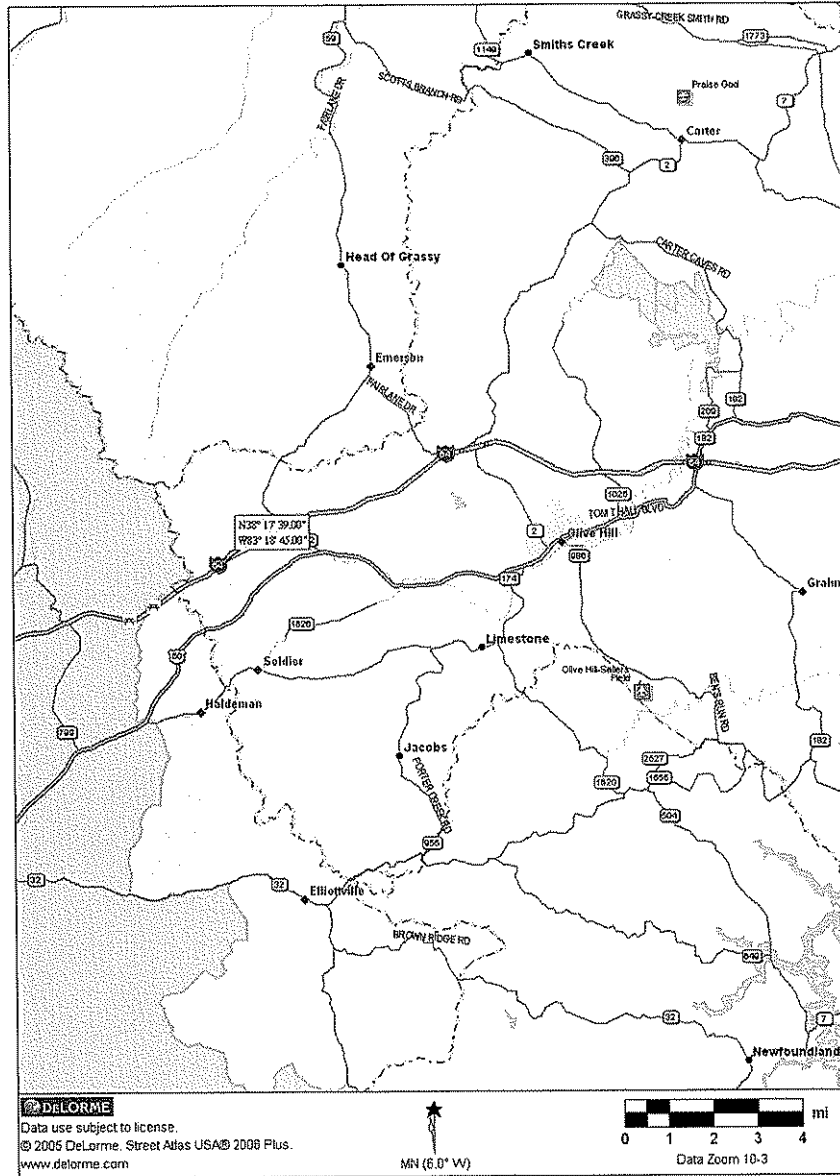
Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike
Attorney for Verizon Wireless

enclosure

Site Name: Soldier
Property Owner: Gloria Sparks
Property address: 149 Evans Road, Olive Hill, KY 41164
Parcel #: 54



Directions from Grayson, KY (Carter County Seat): Take US-60 west to Greasy Creek Road. Make a right. Follow Greasy Creek road until Evans Road. Just before Evans Road is the proposed access road. If you make a right onto Evans Road, the Sparks house is house straight ahead.

Prepared by: Pike Legal Group, PLLC



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

August 10, 2007

VIA CERTIFIED MAIL

Carter County Fiscal Court
c/o Hon. Charles Wallace
Courthouse
300 West Main Street
Grayson, Kentucky 41143

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2007-00341
Site Name: Soldier

Dear Magistrates:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 149 Evans Road, Olive Hill, Kentucky 41164 (38-17-30.78 North latitude, 83-18-45.40 West longitude). The proposed facility will include a 305-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 309-feet. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00341 in any correspondence sent in connection with this matter.

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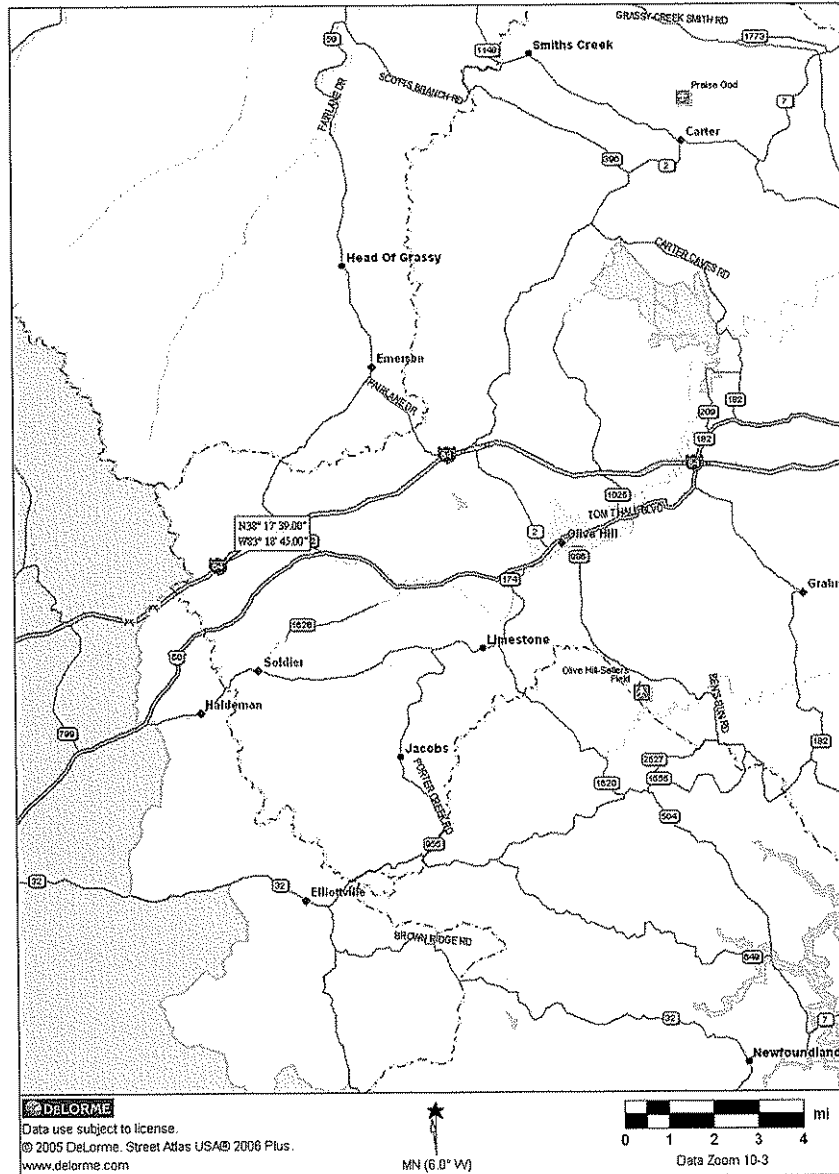
Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike
Attorney for Verizon Wireless

enclosure

Site Name: Soldier
Property Owner: Gloria Sparks
Property address: 149 Evans Road, Olive Hill, KY 41164
Parcel #: 54



Directions from Grayson, KY (Carter County Seat): Take US-60 west to Greasy Creek Road. Make a right. Follow Greasy Creek road until Evans Road. Just before Evans Road is the proposed access road. If you make a right onto Evans Road, the Sparks house is house straight ahead.

Prepared by: Pike Legal Group, PLLC

EXHIBIT N
COPY OF POSTED NOTICES

SOLDIER NOTICE SIGNS

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

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00341 in your correspondence.

Cellco Partnership, d/b/a Verizon Wireless proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00341 in your correspondence.