



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

December 7, 2007

**VIA HAND DELIVERY**

**RECEIVED**

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

DEC 07 2007

PUBLIC SERVICE  
COMMISSION

RE: Application to Construct Wireless Communications Facility  
Location: 699 Twilight Drive, Olive Hill, Kentucky 41164  
Applicant: Cellco Partnership d/b/a Verizon Wireless  
Site Name: Rose Hill  
Case No.: 2007-00504

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 dark ink, appearing to read 'DAP', written over a large, faint circular watermark.

David A. Pike  
Attorney for Verizon Wireless

enclosures

**COMMONWEALTH OF KENTUCKY  
BEFORE THE 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.: 2007-00504  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY AT )  
699 TWILIGHT DRIVE, OLIVE HILL, KENTUCKY 41164 )  
IN THE WIRELESS COMMUNICATIONS LICENSE AREA )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF CARTER )

**RECEIVED**

DEC 07 2007

SITE NAME: ROSE HILL

PUBLIC SERVICE  
COMMISSION

\*\*\*\*\*

**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 699 Twilight Drive, Olive Hill, Kentucky 41164 (38-19-49.02 North latitude, 83-12-6.41 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 Stanley and Judith Belcher, husband and wife, pursuant to a Deed recorded at Deed Book 94, Page 66 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..

20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Michael E. Jones. 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.

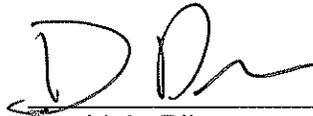
27. All responses and requests associated with this Application may be directed

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,



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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  
Attorney for Cellco 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: Cellco Partnership

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

<b>FCC Registration Number (FRN):</b> 0003290673	
<b>Call Sign:</b> KNLH252	<b>File Number:</b> 0002978412
<b>Radio Service:</b> CW - PCS Broadband	

<b>Grant Date</b> 05/30/2007	<b>Effective Date</b> 05/30/2007	<b>Expiration Date</b> 04/28/2017	<b>Print Date</b> 08/13/2007
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<b>Market Number:</b> BTA197	<b>Channel Block:</b> F	<b>Sub-Market Designator:</b> 0
<b>Market Name:</b> Huntington, WV-Ashland, KY		

<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>
04/28/2002			

**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.

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

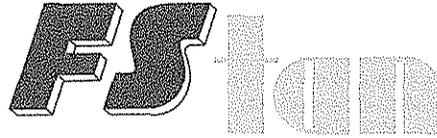
**Conditions**  
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated 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**



**Land Surveyors & Consulting Engineers**

***GEOTECHNICAL ENGINEERING STUDY***

Proposed Rose Hill Tower Site  
N38° 19' 49.02" W83° 12' 06.41"  
699 Twilight Drive,  
Olive Hill, Carter County, Kentucky  
Project No. 06-4316

**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: April 18, 2007  
Revised: October 16, 2007**



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

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October 16, 2007

Candy Hendry  
CELLCO Partnership  
7575 Commerce Court  
Lewis Center, Ohio 43035

Re: Geotechnical Engineering Study  
Proposed 300-foot Self Support Tower  
CELLCO Partnership Name: Rose Hill  
N38° 19' 49.02" / W83° 12' 06.41"  
699 Twilight Drive, Olive Hill, Carter County, Kentucky  
Project No. 06-4316

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,

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



Copies submitted: (3) Ms. Candy Hendry

## LETTER OF TRANSMITTAL

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### APPENDIX

BORING LOCATION PLAN  
GEOTECHNICAL BORING LOG  
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION  
**Proposed 300-foot Self Support Tower**  
CELLCO Partnership Name: Rose Hill  
N38° 19' 49.02" / W83° 12' 06.41"  
699 Twilight Drive, Olive Hill, Carter County, Kentucky  
Project No. 06-4316

**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 300 feet tall self-support communications tower on property owned by Stanley and Judith Belcher, located at N38° 19' 49.02" / W83° 12' 06.41", 699 Twilight Drive, Olive Hill, Carter County, Kentucky. The proposed lease area will be 100 feet x 100 feet with an access road winding down a hillside to Armstrong Road. The site is located on a hillside surrounded by a farm. The topographical site relief within the lease area about 10 feet. The elevation of the site is approximately 1058 feet msl. A detailed evaluation of long-term slope stability was beyond the scope of this study. 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 self-support communications tower 300 feet tall. We have assumed the following structural information:

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

The development will also include a small equipment shelter near the base of the tower. The wall and floor loads for the shelter are assumed to be less than 4 kip/ln.ft. and 200 lbs/sq.ft., respectively.

### Site Geology

The Olive Hill, Kentucky Geologic Quadrangle map indicates that the Pennsylvanian aged Breathitt Formation underlay the site. The Breathitt formation consists of interbedded sandstone, siltstone, shale, coal and limestone. The sandstone is generally yellowish gray and weathers the same, fine to medium grained, generally friable, micaceous and locally firmly cemented. There are mainly three zones of sandstone that range in thickness from 30 to 45 feet. There are two economic coal beds within this formation, the Blue Gem and the Lily. Strip mining activities were not noted on the geologic map within a mile of the proposed tower site; however, an evaluation of mining activities, both surface and underground, beneath the lease area was beyond the scope of this project.

### **3. SUBSURFACE CONDITIONS**

The subsurface conditions were explored by drilling three test borings at the base of the proposed tower that was staked in the field by the project surveyor. The Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring log is also included in the Appendix. The general subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

About 3 to 4 inches of topsoil was encountered at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low plasticity to depths of about 3.5 to 6 feet. The SPT N-values in the clayey soils generally ranged from 9 to 16 blows per foot indicating a medium stiff to very stiff consistency. Highly weather shale was encountered below the silty clay to auger refusal depths ranging from 7.9 to 10 feet. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

The refusal material was cored in Boring 1 from 10 to 40 feet below the ground surface. From 10 to about 21 feet, core runs generally revealed sandstone that was hard, slightly weathered and tan. However, mud seams and soft sandstone were encountered at about 21 feet. At 22 feet, the sandstone became slightly hard, weathered, dark gray and tan with thin mud seams. Shale was encountered at about 31 feet that was soft, weathered and gray with mud seams to the termination depth of 40 feet. The recoveries of the rock core were 98, 74 and 72 percent and the RQD values were 76, 12 and 6 percent. These values generally represent poor to good quality rock from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated the borings to be dry. It must be noted, 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 "B". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

#### **4. FOUNDATION DESIGN RECOMMENDATIONS**

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 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.

##### 4.1.1. Drilled Piers

Drilled piers that bear in the sandstone bedrock between a depth of about 10 feet can be designed for a net allowable end bearing pressure of 30,000 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 40 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, $\phi$ , degrees	Total Unit Weight, pcf	Allowable Passive Soil Pressure, psf/one foot of depth	Allowable Side Friction, psf
0 - 5	500	0	120	$350 + 40(D)$	0
5 - 10	2000	0	120	$1,250 + 40(D-5)$	500
10 - 40	15,000	0	135	$10,000 + 45(D-10)$	3,000

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**

As an alternative, the tower could be supported on a common mat foundation bearing at a depth of at least 6 feet in the weathered shale. A net allowable bearing pressure of up to 5,000 pounds per square foot may be used. 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 shale. 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 weathered shale 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 98 percent of the standard Proctor maximum dry density (ASTM D698). The compaction should be accomplished by placing the fill in about eight inch loose lifts and mechanically compacting each lift to at least the specified density. Field tests should be performed on each lift as necessary to insure that adequate compaction is being achieved.

#### **4.3. Drainage and Groundwater Considerations**

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

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

## **5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS**

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

### **5.1. Foundation Excavation Inspection**

#### **5.1.1 Drilled Piers**

The following recommendations are recommended for drilled pier construction:

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

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

## 5.2 Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This 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 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being achieved.

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

### **5.3 Construction Dewatering**

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

## **6 FIELD INVESTIGATION**

Three soil test borings were drilled based on the tower center location established in the field by the project surveyor. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in the test boring. The borings were extended to the auger refusal depths between 7.9 and 10 feet. A sample of the refusal material was cored in Boring 1 from 10 to 40 feet below the ground surface and returned to our laboratory. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory. The split-spoon and rock core samples were inspected and visually classified by a geotechnical engineer.

The boring logs are included in the Appendix along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs 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**

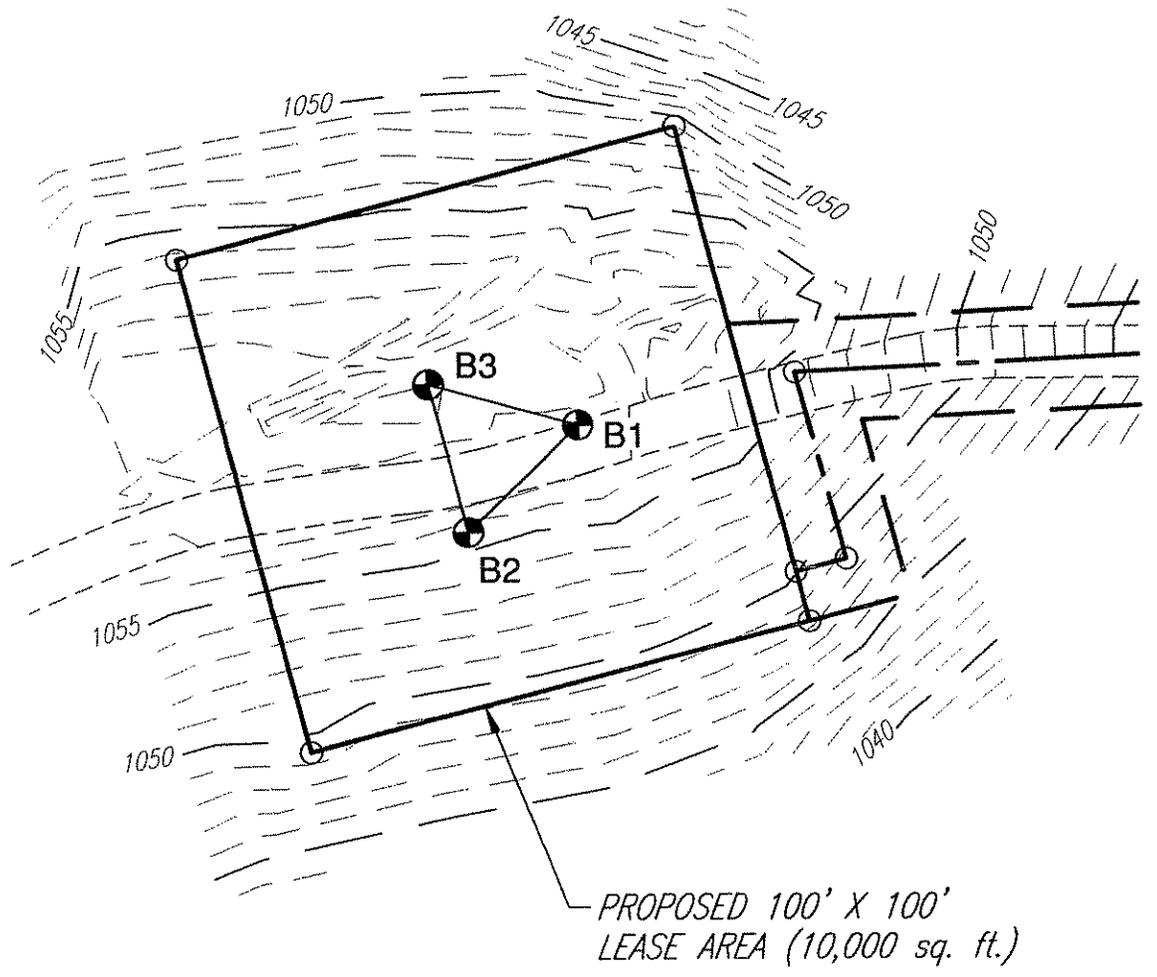
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. FStan is not responsible for the 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



● BORING LOCATION

# BORING LOCATION PLAN

SITE NAME: ROSE HILL PCS  
 PROPOSED 300' SELF-SUPPORT TOWER  
 N 38° 19' 49.02', W 83° 12' 06.41"

NOT TO SCALE

FSTAN PROJECT #:

06-4316

DATE:

04.19.07



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



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: 06-4316
Project: Proposed Rose Hill Tower	Drilling Firm: Greenbaum Associates, Inc
Location: 38° 19' 49.02" / 83° 12' 06.41"	Project Manager: Beth Stuber
Date Started: 4/16/2007	Total Depth of Boring: 40 ft
Date Completed: 4/16/2007	NA on rods
Boring Method: HSA - Manual Hammer	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 %	
0.0 - 3.5		SILTY CLAY (CL) - very stiff, moist, brown with black shale fragments	0	1	SS	2-7-8	100			About 4 inches of topsoil were encountered at the existing ground surface.
3.5 - 5.0		SHALE - highly weathered, brown, black and gray	5	2	SS	8-8-9	100			
5.0 - 10.0			10	3	SS	13-21-21	83			
10.0 - 31.0		SANDSTONE - hard, slightly weathered, tan  - gray  - mud seams and soft sandstone  - slightly hard, weathered, dark gray and tan with thin mud seams	10							The borehole was dry at the completion of soil drilling operations.  RQD = 76 percent
15.0 - 20.0			15	4	RC		98			
20.0 - 25.0			25	5	RC		74			
25.0 - 31.0		SHALE - soft, weathered, gray with thin mud seams	30							RQD = 12 percent
31.0 - 35.0			35	6	RC		72			
35.0 - 40.0			40							RQD = 6 percent
40.0		Bottom of Boring at 40 ft	40							

GEOTECHNICAL BORING LOG 07-4316.GPJ FSTAN.GDT 4/19/07



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

# Geotechnical Boring Log

Boring No: **B-2**

Client: Celco Partnership	Project Number: 06-4316
Project: Proposed Rose Hill Tower	Drilling Firm: Greenbaum Associates, Inc
Location: 38° 19' 49.02" / 83° 12' 06.41"	Project Manager: Beth Stuber
Date Started: 4/16/2007	Total Depth of Boring: 8.1 ft
Date Completed: 4/16/2007	NA on rods
Boring Method: HSA - Manual Hammer	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 %	
		SILTY CLAY (CL) - very stiff, moist, brown with black shale fragments	0-3	1	SS	2-4-6	100			About 3 inches of topsoil were encountered at the existing ground surface.
			3-5	2	SS	4-4-5	100			
6.0		SHALE - highly weathered, brown, orange brown and black	5-8.1	3	SS	18-32-50	67			
8.1		Bottom of Boring at 8.1 ft	8.1							The borehole was dry at the completion of soil drilling operations.
			10							
			15							
			20							
			25							
			30							
			35							
			40							
			45							
			50							

GEO TECHNICAL BORING LOG 07-4316.GPJ FSTAN.GDT 4/19/07



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-3**

Client: Cellco Partnership	Project Number: 06-4316
Project: Proposed Rose Hill Tower	Drilling Firm: Greenbaum Associates, Inc
Location: 38° 19' 49.02" / 83° 12' 06.41"	Project Manager: Beth Stuber
Date Started: 4/16/2007	Total Depth of Boring: 7.9 ft
Date Completed: 4/16/2007	NA on rods
Boring Method: HSA - Manual Hammer	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 %	
0.0 - 0.4		SILTY CLAY (CL) - very stiff, moist, brown with black shale fragments	0	1	SS	3-7-9	67			About 4 inches of topsoil were encountered at the existing ground surface.
0.4 - 3.5		SHALE - highly weathered, brown, black and gray	5	2	SS	2-6-8	67			
3.5 - 7.9		Bottom of Boring at 7.9 ft	10	3	SS	6-8-18	100			
			15							The borehole was dry at the completion of soil drilling operations.
			20							
			25							
			30							
			35							
			40							

GEOTECHNICAL BORING LOG 07-4316.GPJ FSTAN.GDT 4/19/07

# SOIL CLASSIFICATION CHART

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

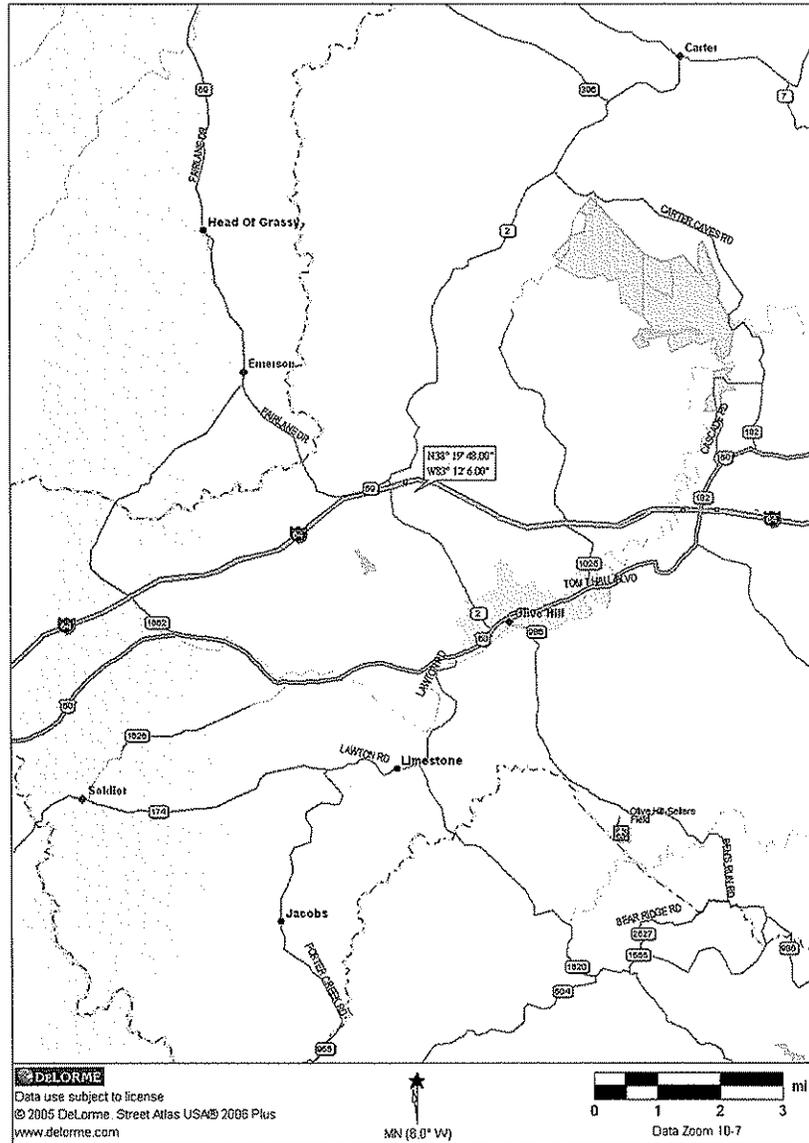
NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS



**EXHIBIT I**  
**DIRECTIONS TO WCF SITE**

# Driving Directions

Site Name: Rose Hill  
Address: 699 Twilight Drive, Olive Hill KY 41164



- Start out going EAST on US-60 / W MAIN ST toward HILLVIEW ST. Turn LEFT onto KY-1 / KY-7 / RAILROAD ST. Merge onto I-64 W via the ramp on the LEFT. Take the US-60 exit- EXIT 161- toward OLIVE HILL. Merge onto US-60 via the ramp on the LEFT toward OLIVE HILL. Turn RIGHT onto KY-2. Turn right on Armstrong Road. The site is located at the end of Armstrong Road on Twilight Drive.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. 502-955-4400.

**EXHIBIT J**  
**COPY OF REAL ESTATE AGREEMENT**

LAND LEASE AGREEMENT

This Agreement, made this 10 day of Nov, 2007, between STANLEY BELCHER and JUDITH BELCHER, husband and wife, with a mailing address located at 214 Jones Ford Road Stee tucky 41524, Social Security # \_\_\_\_\_ and Social Security # \_\_\_\_\_ hereinafter designated LESSOR, and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, 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 at 699 Twilight Drive, Olive Hill, Carter County, State of Kentucky, and being described as a 100' x 100' parcel containing ten thousand (10,000) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way of appropriate width as reflected in the survey to be attached as Exhibit "B" extending from the nearest public right-of-way, Armstrong Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is further described in Deed Book 94, Page 66, Carter County, Kentucky Records.

In the event any public utility is unable to use the Rights 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 shall commence and be due at a total annual rental of \_\_\_\_\_ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 699 Twilight Drive, Olive Hill, Kentucky 41164, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or upon 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 occurs first. In the event the date LESSEE commences installation of the equipment on the Premises is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing 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, if applicable, being the "Commencement Date").

LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving 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 three (3) 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 three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be determined in accordance with Paragraph 5 of this Agreement. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. 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, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. 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 thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of 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 LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by 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, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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 negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the 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. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSEE agrees that at its own cost and expense, it will maintain comprehensive general liability and property liability insurance with liability limits of not less than \_\_\_\_\_ any to or death of one or more persons in any one occurrence and \_\_\_\_\_ destruction to property in any one occurrence. The foregoing notwithstanding, should LESSOR begin commercial operations on the Property at anytime during the initial term or extension terms of this Agreement, LESSOR agrees to maintain comprehensive general liability and property liability insurance with liability

limits of not less than \_\_\_\_\_ or injury to or death of one or more persons in any one occurrence and \_\_\_\_\_ or destruction to property in any one occurrence.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 8 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. 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 equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). 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.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 13 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 13 shall be increased to one hundred and ten percent (110%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term 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 during the Term that there are no 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 or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either 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 signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect 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, in law or in equity.

20. 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.

21. 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 or 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. 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, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. 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.

22. 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: Stanley Belcher  
Judith Belcher  
214 Jones Fork Road  
Steele, Kentucky 41524

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.

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

24. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize 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 beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, (3) agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, (4) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR, (5) agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance and (6) agrees that no material modification or material amendment of the Agreement will be binding on Lender unless it has been consented to in writing by Lender. LESSOR and LESSEE agree that, for the purposes of Paragraph 24, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Agreement, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than

the amount then prescribed by the unamended Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property 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 other real property interest and 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.

25. RECORDING. LESSOR agrees to execute a Memorandum of this 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 the Term or rent payments.

26. DEFAULT.

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

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR 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 LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. 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 specific activities of LESSEE in the Premises.

(b) LESSOR shall hold LESSEE harmless and indemnify 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 non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

29. 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 prior 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 Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, 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. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. 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.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. 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.

34. 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.

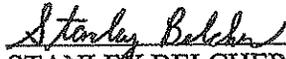
35. REAL ESTATE TAXES. LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the leased Property which are directly attributable to the improvements constructed by LESSEE. LESSOR shall provide to LESSEE a copy of any notice, assessment or billing relating to real estate taxes for which LESSEE is responsible under this Agreement within ten (10) days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate taxes until LESSEE has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by LESSOR to LESSEE.

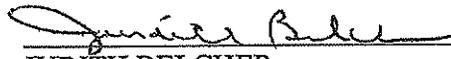
LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which LESSEE is wholly or partly responsible for payment under this Agreement. LESSOR shall reasonably cooperate with LESSEE in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

[Signature Page Follows]

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

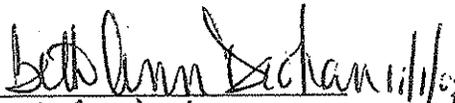
LESSOR:

  
STANLEY BELCHER

  
JUDITH BELCHER

LESSEE:

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

By:   
Name: Beth Ann Drohan  
Title: Midwest Area Vice President - Network

STATE OF Kentucky  
COUNTY OF Pike, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Stanley Belcher, 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 Pikeville, Kentucky, this 25<sup>th</sup> day of June, 2008.

Karen Sue Jackett  
NOTARY PUBLIC

(Seal)

My commission expires August 25, 2008

STATE OF Kentucky  
COUNTY OF Pike, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Judith Belcher, 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 Pikeville, Kentucky, this 25<sup>th</sup> day of June, 2008.

Karen Sue Jackett  
NOTARY PUBLIC

(Seal)

My commission expires August 25, 2008

ACKNOWLEDGMENT

STATE OF INDIANA,

COUNTY OF HAMILTON, SS:

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of NOV,  
2007 by Beth Ann Drohan, 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:

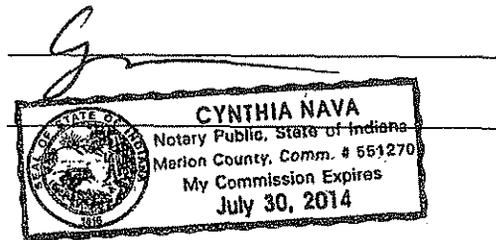


Exhibit "A"  
(Sketch of Premises within Property)

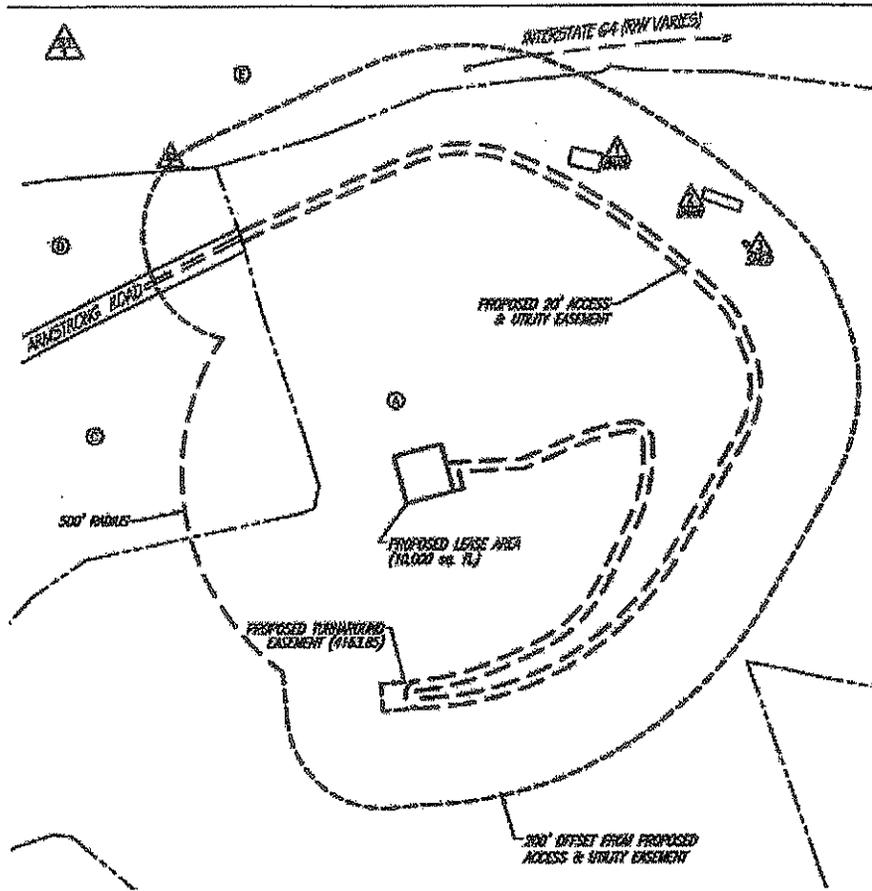
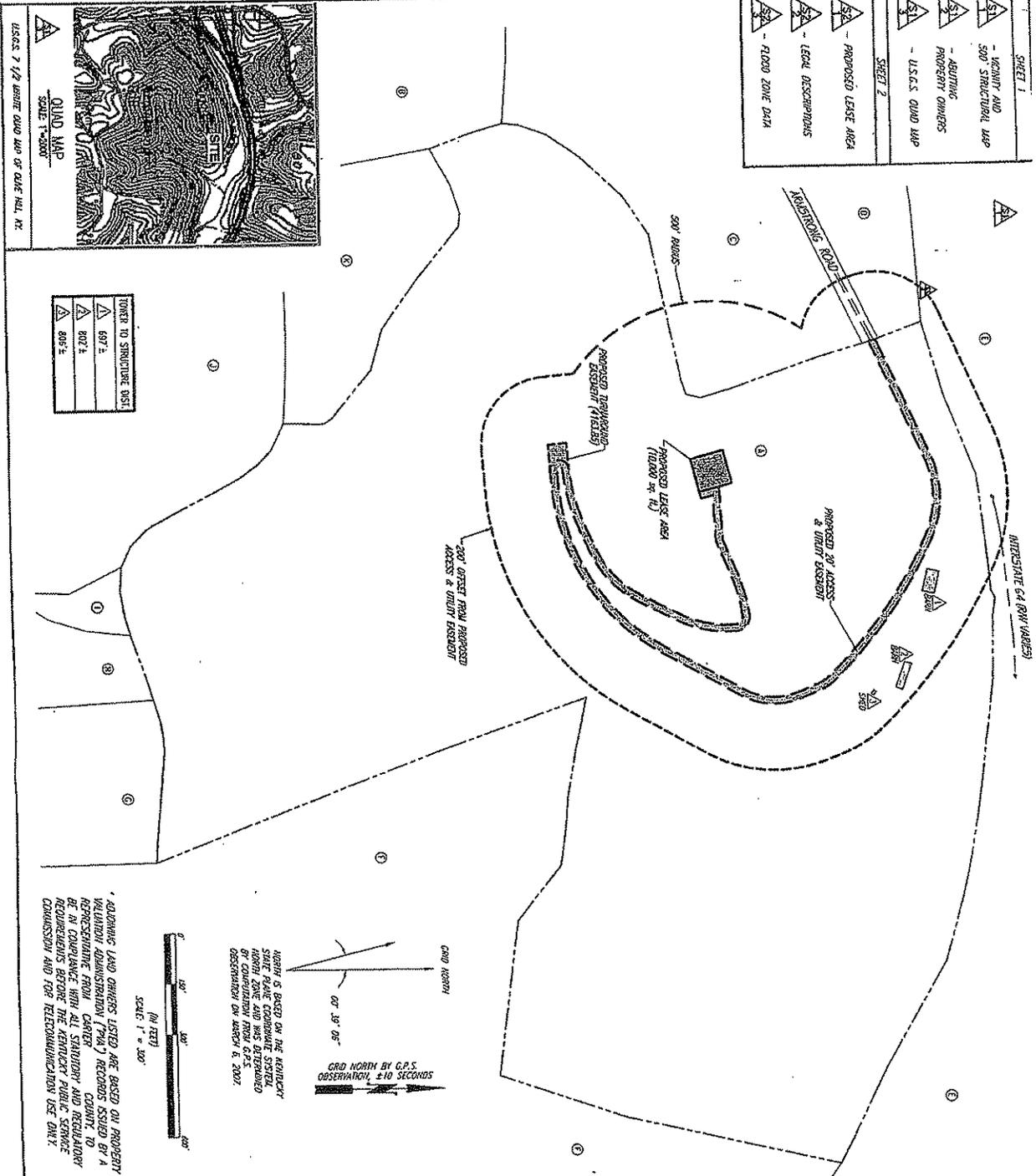


Exhibit "A"

Exhibit "B"  
(Survey)

Exhibit "B"

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



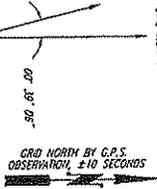
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\* ADJOINING LAND OWNERS LISTED ARE BASED ON PROPOSED VACANT AND 500' STRUCTURAL (P.M.) RECORDS ISSUED BY A REPRESENTATIVE FROM CERTAIN ADJOINING COUNTY. TO BE IN COMPLIANCE WITH ALL APPLICABLE AND REGULATORY REQUIREMENTS BEFORE ANY COMMERCIAL PUBLIC SERVICE COMMISSION AND FOR TELECOMMUNICATION USE ONLY.

SCALE 1" = 300'



NOTE: NORTH IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM HORIZON ZONE AND WAS DETERMINED BY COMPARISON WITH GPS OBSERVATION BY SURVEY IN 2002.



- ① MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ② MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ③ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ④ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ⑤ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
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- ㊹ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ㊺ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ㊻ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ㊼ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ㊽ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ㊾ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING
- ㊿ MAP 021-00-00, PARCEL 023105, 500' BUFFER, 100' PACE 147, NO ZONING

<p><b>F.S. Land Company</b> T. Alan Neal Company Land Surveyors and Consulting Engineers PO Box 17546 • 813721515 • Glenarden Office Louisville, KY 40217 Phone: (502) 825-5888 • (502) 636-5111 Fax: (502) 636-2223</p>		<p><b>CELLCO PARTNERSHIP</b></p>	
<p><b>SITE NAME:</b> ROSE HILL PCS</p> <p><b>SITE ADDRESS:</b> END OF ABINGDON ROAD, OLIVE HILL, KY 41164</p> <p><b>PROPOSED LEASE AREA:</b> AREA = 10,000 sq. ft.</p> <p><b>PROPERTY OWNER:</b> STEWART &amp; ALVIN BEECHER, 314 ADAMS FERRY, STEELE, KY 41566</p> <p><b>TAX MAP NUMBER:</b> 021-00-00</p> <p><b>PARCEL NUMBER:</b> 023105</p> <p><b>SOURCE OF TITLE:</b> RECD 94, PAGE 66</p> <p><b>DWG BY:</b> CHAD BR.      <b>DATE:</b> 5.10.07</p> <p><b>DR:</b> PSJ</p> <p><b>ESIAN PROJECT NO.:</b> 06-4315</p>		<p><b>REVISIONS:</b></p> <p>C1</p>	



**EXHIBIT K  
NOTIFICATION LISTING**

## ROSE HILL LANDOWNER NOTICE LISTING

Stanley & Judith Belcher  
PO Box 158  
Steele, KY 41566

Qualls Oil  
PO Box 580  
Olive Hill, KY 41164

Melinda Smith &  
Phyllis Bond Goodan  
12 Twilight Dr.  
Olive Hill, KY 41164

Brenda Oney  
1588 Smith Br.  
Grayson, KY 41143

Olive Hill Investment Corp  
PO Box 13070  
Lexington, KY 40583

Claude & Mary Bond  
2792 Blueberry Rdg  
Olive Hill, KY 41164

Edison Thomas  
PO Box 408  
Olive Hill, KY 41164

Timmy Littleton  
Olive Hill, KY 41164

Shane Allen Johnson  
PO Box 1039  
Grayson, KY 41143

Christine Reynolds  
PO Box 966  
Olive Hill, KY 41164

Rachel Henderson  
PO Box 244  
Olive Hill, KY 41164

Charles F. Reynolds  
3633 Blueberry Ridge  
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: Rose Hill**

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 699 Twilight Drive, Olive Hill, Kentucky 41164 (38-19-49.02 North latitude, 83-12-6.41 West longitude). The proposed facility will include a 309-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the 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 2007-00504 in any correspondence sent in connection with this matter.

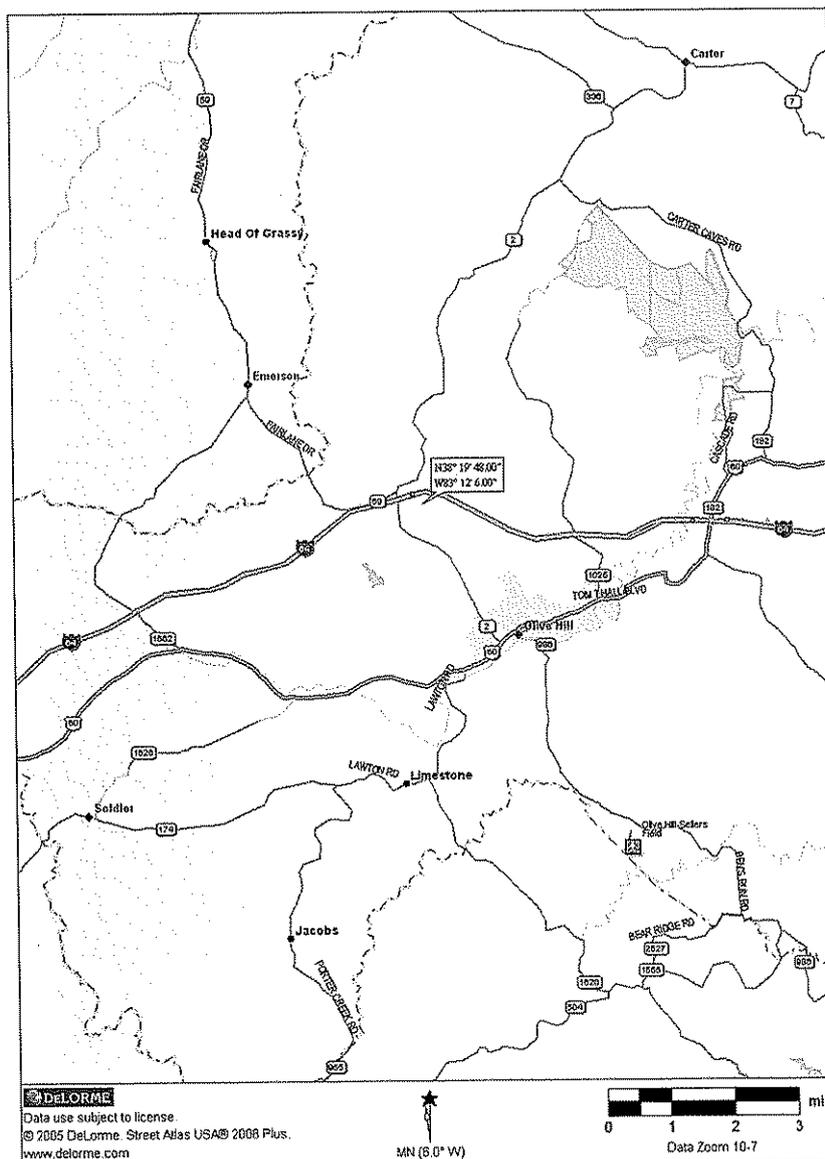
We have attached a map showing the site location for the proposed tower. Verizon Wireless' radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,  
David A. Pike  
Attorney for Verizon Wireless

enclosure

# Driving Directions

Site Name: Rose Hill  
Address: 699 Twilight Drive, Olive Hill KY 41164



- Start out going EAST on US-60 / W MAIN ST toward HILLVIEW ST. Turn LEFT onto KY-1 / KY-7 / RAILROAD ST. Merge onto I-64 W via the ramp on the LEFT. Take the US-60 exit- EXIT 161- toward OLIVE HILL. Merge onto US-60 via the ramp on the LEFT toward OLIVE HILL. Turn RIGHT onto KY-2. Turn right on Armstrong Road. The site is located at the end of Armstrong Road on Twilight Drive.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. 502-955-4400.

**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

December 7, 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. 2007-00504  
Site Name: Rose Hill

Dear Judge Wallace:

Celco 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 699 Twilight Drive, Olive Hill, Kentucky 41164 (38-19-49.02 North latitude, 83-12-6.41 West longitude). The proposed facility will include a 309-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00504 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 with any comments or questions you may have.

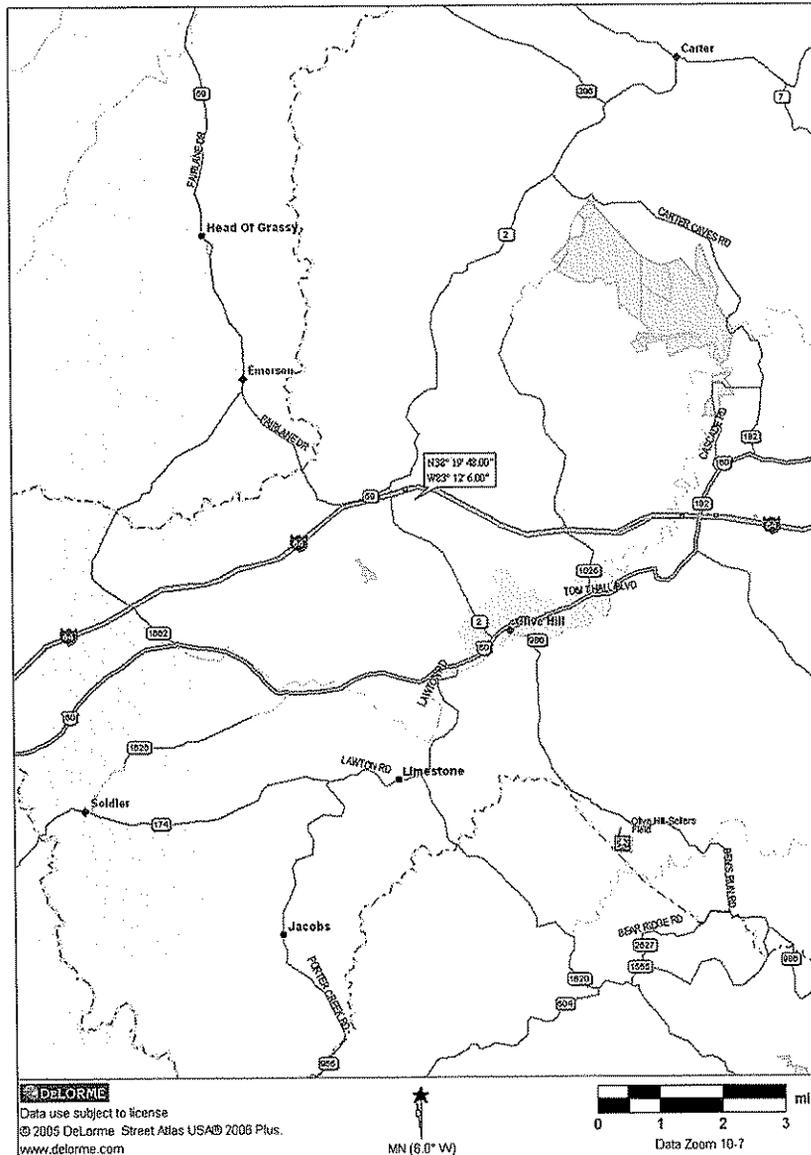
Sincerely,

David A. Pike  
Attorney for Verizon Wireless

enclosure

# Driving Directions

Site Name: Rose Hill  
Address: 699 Twilight Drive, Olive Hill KY 41164



- Start out going EAST on US-60 / W MAIN ST toward HILLVIEW ST. Turn LEFT onto KY-1 / KY-7 / RAILROAD ST. Merge onto I-64 W via the ramp on the LEFT. Take the US-60 exit- EXIT 161- toward OLIVE HILL. Merge onto US-60 via the ramp on the LEFT toward OLIVE HILL. Turn RIGHT onto KY-2. Turn right on Armstrong Road. The site is located at the end of Armstrong Road on Twilight Drive.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. 502-955-4400.



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

December 7, 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. 2007-00504  
Site Name: Rose Hill

Dear Magistrates:

Celco 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 699 Twilight Drive, Olive Hill, Kentucky 41164 (38-19-49.02 North latitude, 83-12-6.41 West longitude). The proposed facility will include a 309-foot tall antenna tower, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2007-00504 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 with any comments or questions you may have.

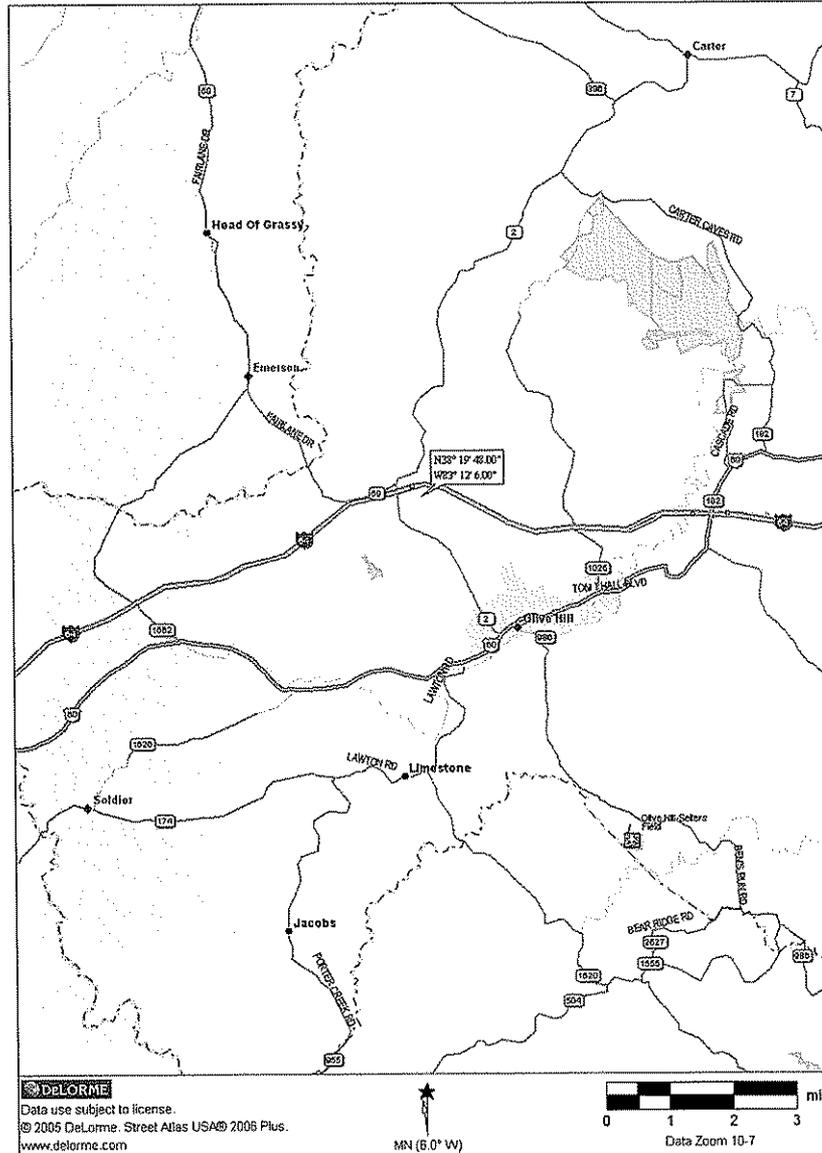
Sincerely,

David A. Pike  
Attorney for Verizon Wireless

enclosure

# Driving Directions

Site Name: Rose Hill  
Address: 699 Twilight Drive, Olive Hill KY 41164



- Start out going EAST on US-60 / W MAIN ST toward HILLVIEW ST. Turn LEFT onto KY-1 / KY-7 / RAILROAD ST. Merge onto I-64 W via the ramp on the LEFT. Take the US-60 exit- EXIT 161- toward OLIVE HILL. Merge onto US-60 via the ramp on the LEFT toward OLIVE HILL. Turn RIGHT onto KY-2. Turn right on Armstrong Road. The site is located at the end of Armstrong Road on Twilight Drive.
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. 502-955-4400.

**EXHIBIT N**  
**COPY OF POSTED NOTICES**

## ROSE HILL 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 2007-00504 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 2007-00504 in your correspondence.