

Land Surveyors & Consulting Engineers

GEOTECHNICAL ENGINEERING STUDY

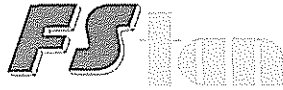
Proposed Haldeman Tower Site
N36° 15' 25.57" W83° 20' 17.42"
Box 8030 US-60 East,
Morehead, Rowan County, Kentucky
Project No. 07-4921

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

**Ms. Amy Harper
Cellco Partnership dba Verizon Wireless
2441 Holloway Road
Louisville, KY 40299**

Date: November 29, 2007



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

November 29, 2007

Ms. Amy Harper
Cellco Partnership dba Verizon Wireless
2441 Holloway Road
Louisville, Kentucky 40299

Re: Geotechnical Engineering Study
Proposed 300-foot Self-Support Tower
Site Name: Haldeman SST
N38° 15' 25.57" W83° 20' 17.42"
Box 8030 U.S.-60 East, Morehead, Rowan County, Kentucky
FStan Project No. 07-4921

Dear Ms. Harper:

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

Cordially,
FStan Land Surveyors and Consulting Engineers


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

Copies submitted: (3) Ms. Amy Harper

TABLE OF CONTENTS

	<u>Page</u>
LETTER OF TRANSMITTAL	
1. PURPOSE AND SCOPE.....	1
2. PROJECT CHARACTERISTICS.....	1
3. SUBSURFACE CONDITIONS.....	2
4. GEOTECHNICAL DESIGN RECOMMENDATIONS.....	3
4.1. Tower.....	3
4.2. Equipment Building.....	5
4.3. Earthwork Considerations.....	5
4.4. Drainage and Groundwater Considerations.....	6
5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS.....	6
5.1. Shallow Foundations.....	7
5.2. Construction Dewatering.....	7
6. FIELD AND LABORATORY INVESTIGATION.....	8
7. LIMITATIONS OF STUDY.....	8

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 300-foot Self Supported Telecommunications Tower
Cellco Partnership dba Verizon Wireless Site Name: Haldeman SST
Box 8030 U.S. 60 East, Morehead, Rowan County, Kentucky
FStan Project No. 07-4921

1. PURPOSE AND SCOPE

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

2. PROJECT CHARACTERISTICS

Cellco Partnership dba Verizon Wireless is proposing to construct a 300 feet tall self-supported communications tower on property owned by Marty and Lois Ann Stevens, located at Box 8030 U. S. 60 East, Morehead, Rowan County, Kentucky. The site explored was located approximately 1,400 feet west of U.S. 60 East and consisted of a nearly level, broad hilltop within a recreational campground area. The topographic site relief of the lease area was about 6 feet. The access road for the site traverses down steeply sloping terrain to U.S. 60 East. The total site relief of the access road is about 165 feet. Surface water runoff of the lease area was directed by the topography to the southwest. The elevation of the tower center is approximately 1065 feet msl. The location of the proposed tower is shown on the Boring Location Plan in the Appendix.

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

- Compression = 400 kips
- Uplift = 300 kips
- Total shear = 40 kips

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

Site Geology

The 1975 Geologic Map of the Soldier Quadrangle Northeastern Kentucky indicates that the site is underlain by the Mississippian aged Borden Formation, specifically the Renfro and Nada Members. These members consist of limestone, shale and siltstone. The limestone is typically greenish gray, fossiliferous and crystalline. The siltstone is typically greenish gray and thinly bedded. The shale is very dark red to gray and is plastic when wet. The formation is prone to slope movements, particularly resulting from earthwork activity to bring the site to grade.

3. SUBSURFACE CONDITIONS

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

In general, below the surface vegetation the borings generally encountered a thin veneer of brown clayey fine sand to sandy lean clay. Siltstone pieces were observed in some of the soil samples. Our engineer using standard visual-manual soil identification techniques classified the soil as CL or SC according to the Unified Soil Classification System, USCS. The Standard Penetration Test Resistance values (N-values) ranged from 64 blows per foot (bpf) to more than 50 blows per 6-inch increment. Refusal was encountered in each boring at a shallow depths ranging from 1.9 to 47 feet below the existing ground surface.

Refusal materials were sampled in boring B-1. In general, the boring encountered medium hard to hard shaley siltstone to the predetermined boring termination level of 41.0 feet. The recovery of the rock samples ranged from 98 to 100 percent. The Rock Quality Designation (RQD) for

the core runs ranged from 25 to 97 percent. These values represent poor quality rock from a foundation support view point.

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

According to the 2005 Kentucky Building Code, Rowan County, Kentucky is within seismic design category B. In this system, Zone E is the most seismically active while Zone B has the lowest earthquake potential. Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the building code, the site class is considered C. Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

4. GEOTECHNICAL DESIGN RECOMMENDATIONS

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

4.1. Tower

4.1.1 General

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

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

4.1.2 Mat Foundation

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

Modulus of Subgrade Reaction: Based on the conditions encountered by the borings and our experience, we recommend sizing the mat foundation for a modulus of subgrade reaction (k_s) of 65 pci. The k_s value was determined using the estimated total settlement of about ½ inch and the total contact pressure applied to the foundation subgrade. The total pressure applied to the foundation subgrade beneath the mat was assumed to be distributed uniformly across the plan dimension of the mat. A more rigorous analysis, such as using the computer program *PCA-Mats*, was beyond the scope of our services.

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

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

4.2. Equipment Building

We recommend that foundation inspections be performed at the time of foundation construction in an effort to identify unsuitable soils and remove them prior to foundation construction, if required. The equipment building may be supported on shallow spread footings bearing in the stiff soils or siltstone rock encountered by the borings and sized for a maximum allowable soil pressure of 2,500 pounds per square foot. The footings should be at least 12 inches wide. The footings should bear at a depth of at least 30 inches. All existing fill, topsoil or soft natural soil should be removed beneath footings.

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

4.3. Earthwork Considerations

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

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

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

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

4.4. Drainage and Groundwater Considerations

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

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

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

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

5.1. Shallow Foundations

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

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

5.2. Construction Dewatering

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

6. FIELD AND LABORATORY INVESTIGATION

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

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

7. LIMITATIONS OF STUDY

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

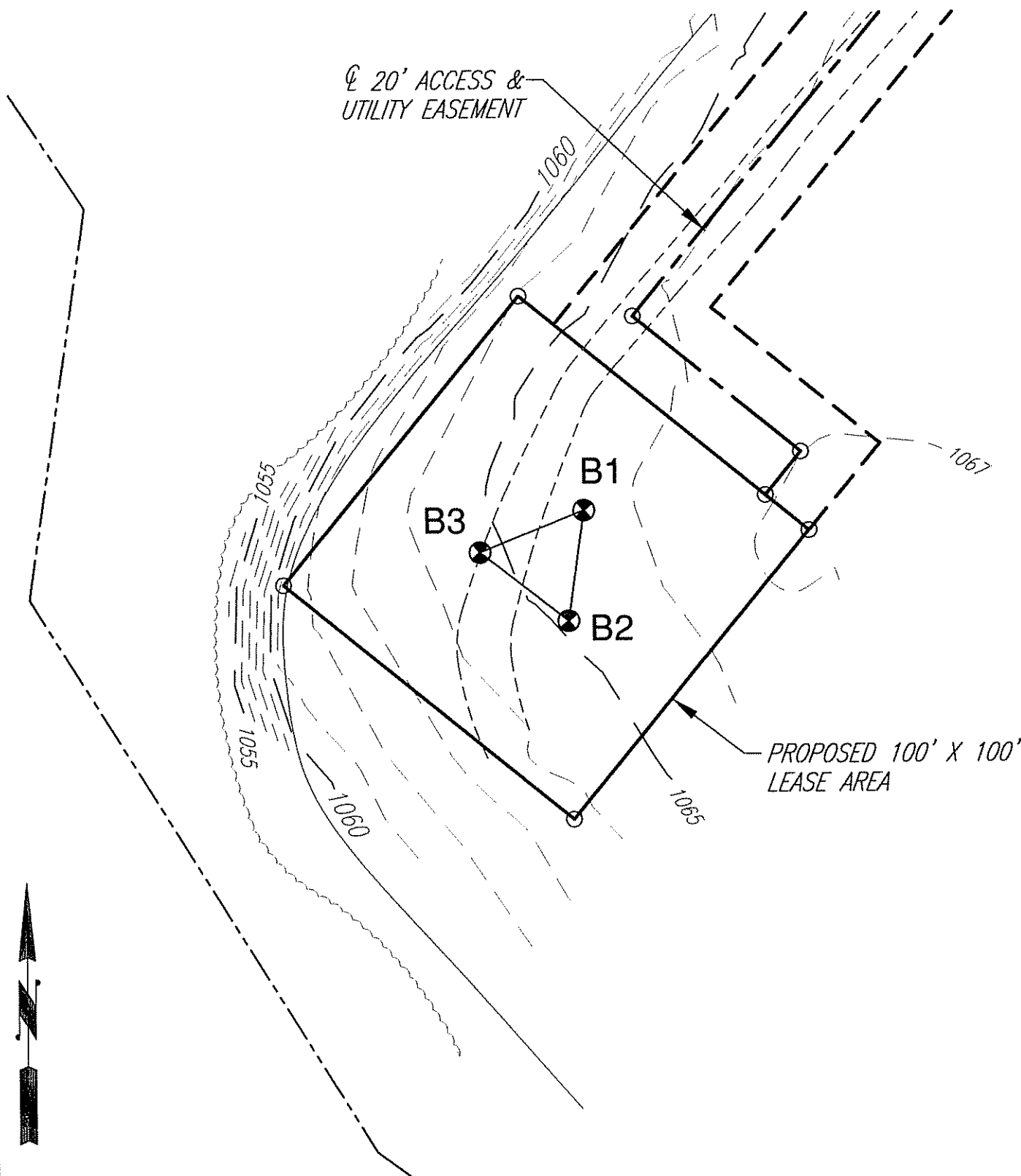
This geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings that only depict subsurface conditions at that specific location, time and depths shown on the log. Soil conditions at other locations may differ from those encountered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

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

APPENDIX

BORING LOCATION PLAN
GEOTECHNICAL BORING LOG
SOIL SAMPLE CLASSIFICATION

20' ACCESS & UTILITY EASEMENT



● BORING LOCATION

BORING LOCATION PLAN

SITE NAME: HALDEMAN
 PROPOSED 300' SELF-SUPPORT TOWER
 N 36° 15' 25.57", W 83° 20' 17.42"

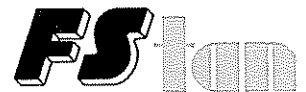
NOT TO SCALE

FSTAN PROJECT #:

07-4921

DATE:

11.29.07



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
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 P.O. Box 17546
 2315 Crittenden Drive
 Louisville, KY 40217
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Geotechnical Boring Log

Boring No: **B-1**

Client: Cellco Partnership dba Verizon Wireless	Project Number: 07-4921
Project: Proposed Haldeman Tower	Drilling Firm: American Engineering Services
Location: 38° 15' 25.57" / 83° 20' 17.42"	Project Manager: Ray Frye
Date Started: 11/20/2007	Total Depth of Boring: 41 ft
Date Completed: 11/20/2007	DRY on rods
Boring Method: HSA 2 3/4	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 %	
3.0		Dense tan CLAYEY SAND with siltstone pieces (SC)	1	SS	6-50/2"	8				Rig: Mobile B-61HD Hammer: Manual Dry Auger refusal at 3.0 feet begin coring
5.0		Medium hard brown SILTSTONE with clay stringers								
5.0		Medium hard brown shaly SILTSTONE medium hard.	2	RC		98			RQD = 44%	
10.0		Medium brown hard fine grained SILTSTONE								
15.0		Medium hard olive shaly SILTSTONE	3	RC		100			RQD = 25%	
23.0		Hard gray fine grained SILTSTONE								
29.0		Hard brown fine to medium grained SILTSTONE	4	RC		100			RQD = 68%	
41.0		Bottom of Boring at 41 ft	5	RC		100			RQD = 97%	

GEOTECHNICAL BORING LOG 074921.GPJ FSTAN.GDT 11/20/07



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-2**

Client: Cellco Partnership dba Verizon Wireless	Project Number: 07-4921
Project: Proposed Haldeman Tower	Drilling Firm: American Engineering Services
Location: 38° 15' 25.57" / 83° 20' 17.42"	Project Manager: Ray Frye
Date Started: 11/19/2007	Total Depth of Boring: 1.9 ft
Date Completed: 11/19/2007	DRY on rods
Boring Method: HSA 2 3/4	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 %	
1.9		Stiff tan sandy LEAN CLAY (CL) to clayey fine SAND (SC). Bottom of Boring at 1.9 ft	0-40	1	SS	7-50/4"	100			Rig: Mobile B-61HD Hammer: Manual Drive sampler refusal at 1.9 feet

GEOTECHNICAL BORING LOG 074921.GPJ FSTAN.GDT 11/30/07



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 dba Verizon Wireless	Project Number: 07-4921
Project: Proposed Haldeman Tower	Drilling Firm: American Engineering Services
Location: 38° 15' 25.57" / 83° 20' 17.42"	Project Manager: Ray Frye
Date Started: 11/19/2007	Total Depth of Boring: 4.7 ft
Date Completed: 11/19/2007	DRY on rods
Boring Method: HSA 2 3/4	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 %	
4.7		Dense tan CLAYEY SAND with siltstone pieces (SC)	0						Rig: Mobile B-61HD Hammer: Manual Drive sampler refusal at 4.7 feet	
			1	SS	10-22-42	67				
		Bottom of Boring at 4.7 ft	5	2	SS	13-37-50/2"	107			
			10							
			15							
			20							
			25							
			30							
			35							
			40							

GEOTECHNICAL BORING LOG 074921.GPJ FSTAN.GDT 11/30/07

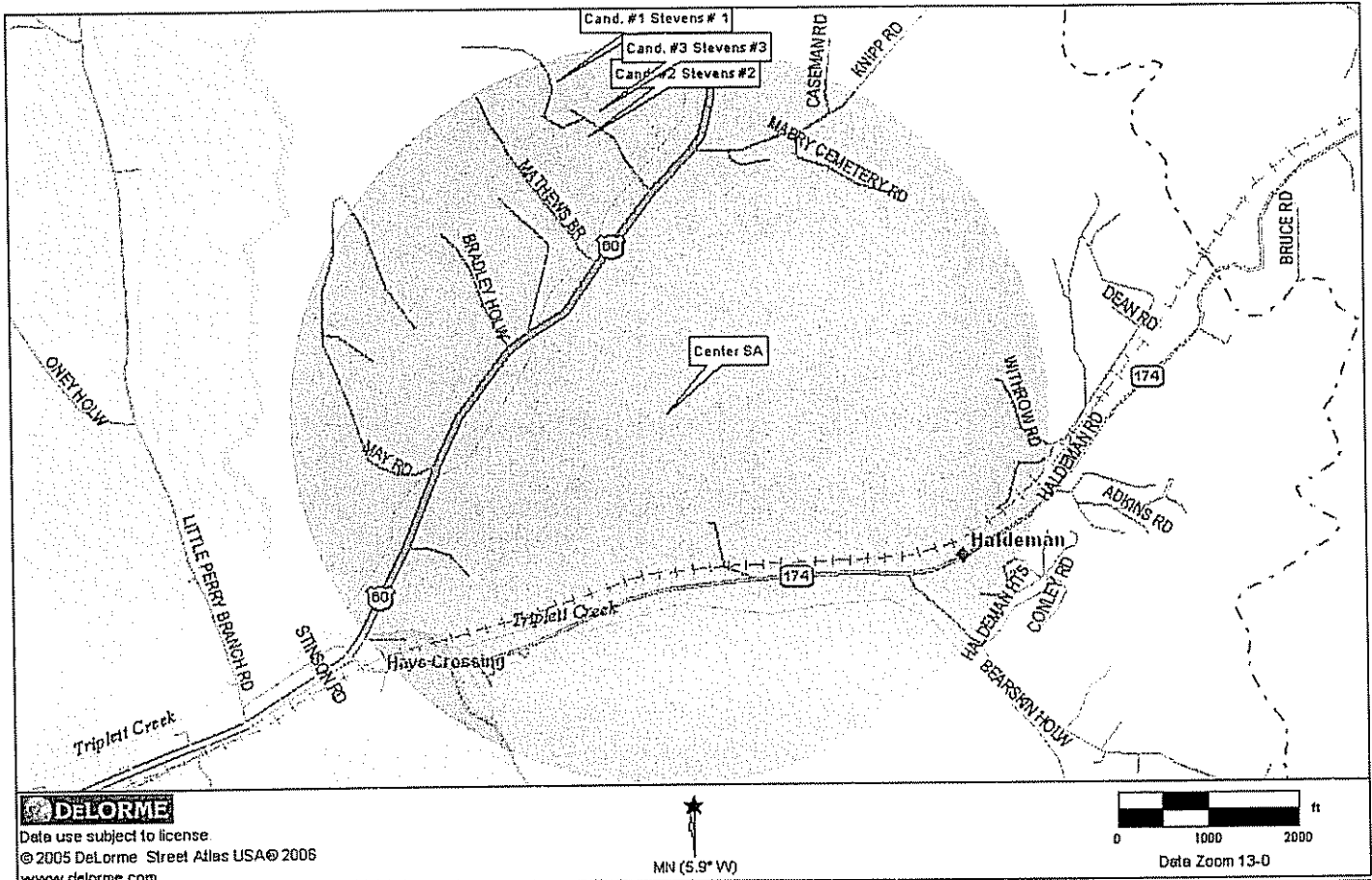
SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NOT FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
		SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
			SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SP	POORLY - GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY	
				CL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY	
				OL	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
		SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50		MH	INORGANIC CLAYS OF PLASTICITY	
			CH	INORGANIC CLAYS OF HIGH PLASTICITY		
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Site Name: Verizon, Lex-Haldeman

CANDIDATE LOCATION MAP





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

Aeronautical Study No.
 2008-ASO-3696-OE

Issued Date: 07/16/2008

Veleta Wilson
 Celco Partnership (VW)
 1120 Sanctuary Pkwy #150
 MC:GASA5REG
 Alpharetta, GA 30004

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

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

Structure: Antenna Tower Haldeman
 Location: Morehead, KY
 Latitude: 38-15-25.57N NAD 83
 Longitude: 83-20-17.42W
 Heights: 300 feet above ground level (AGL)
 1365 feet above mean sea level (AMSL)

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

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

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

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

This determination expires on 01/16/2010 unless:

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-4542. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2008-ASO-3696-OE.

Signature Control No: 583824-102327494

(DNE)

Katie Venticinque
Technician

Attachment(s)
Frequency Data

Frequency Data for ASN 2008-ASO-3696-OE

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

Kentucky Transportation Cabinet, Kentucky Airport Zoning Commission, 200 Mero Street, Frankfort, KY 40622

Kentucky Aeronautical Study Number

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

INSTRUCTIONS INCLUDED

1. APPLICANT -- Name, Address, Telephone, Fax, etc
 Celco Partnership - Attn: Regulatory
 1120 Sanctuary Pkwy #150
 MC: GASA5REG
 Alpharetta, GA 30009
 770-797-1070 Offc 770-797-1034 Fax

9 Latitude: 38 ° 15 ' 25.6 "
 10 Longitude: 083 ° 20 ' 17.4 "
 11 Datum: NAD83 NAD27 Other _____
 12 Nearest Kentucky City: Morehead County Rowan

2. Representative of Applicant -- Name, Address, Telephone, Fax
 Veleta Wilson - MTS VZW Network Compliance
 1120 Sanctuary Pkwy #150
 MC: GASA5REG
 Alpharetta, GA 30009 770-797-1076 Offc 770-797-1034 Fax
 veleta.wilson@verizonwireless.com

13 Nearest Kentucky public use or Military airport:
212: Olive Hill-Seller's Field
 14 Distance from #13 to Structure: 9.2238 NM.
 15 Direction from #13 to Structure: 91.36
 16 Site Elevation (AMSL): 1,065.00 Feet

3. Application for: New Construction Alteration Existing

17 Total Structure Height (AGL): 300.00 Feet

4. Duration: Permanent Temporary (Months _____ Days _____)

18 Overall Height (#16 + #17) (AMSL): 1,365.00 Feet

5. Work Schedule: Start _____ End _____

19 Previous FAA and/or Kentucky Aeronautical Study Number(s):
N/A

6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other _____

7. Marking/Painting and/or Lighting Preferred:
 Red Lights and Paint Dual - Red & Medium Intensity White
 White - Medium Intensity Dual - Red & High Intensity White
 White - High Intensity Other _____

20. Description of Location: (Attach USGS 7.5 minute Quadrangle Map or an Airport layout Drawing with the precise site marked and any certified survey)
US 60 East, Box 3715
Morehead, KY 40351
Rowan County

8. FAA Aeronautical Study Number: 2008-ASO-3696-OE

21. Description of Proposal:
New tower with antennas

22. Has a "NOTICE OF CONSTRUCTION OR ALTERATION" (FAA Form 7460-1) been filed with the Federal Aviation Administration?
 No Yes, When July 02, 2008

CERTIFICATION: I hereby certify that all the above statements made by me are true, complete and correct to the best of my knowledge and belief

Veleta Wilson, MTS - Network Compliance *Veleta Wilson* 7/2/2008
 Printed Name and Title Signature Date

PENALTIES: Persons failing to comply with Kentucky Revised Statutes (KRS 183.861 through 183.990) and Kentucky Administrative Regulations (602 KAR 050:Series) are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Non-compliance with Federal Aviation Administration Regulations may result in further penalties

Commission Action: Chairman, KAZC Administrator, KAZC
 Approved _____ Date _____
 Disapproved _____ Date _____

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Hon. Jim Nickell
Rowan County Judge Executive
627 East Main Street
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

Dear Judge Nickell:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence. If I can be of assistance to you, please do not hesitate to call me.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

Cellco Partnership d/b/a Verizon Wireless
Haldeman Site
Adjoining Property Owners

Mr. and Mrs. Marty W. Stevens
Box 8030 US 60 East
Morehead, KY 40351

Ms. Charlotte Marie Dailey
Mr. Ira Dailey, Jr.
895 Glenwood Road
Morehead, KY 40351

Mr. and Mrs. Robert Fultz
175 Glenwood Fork
Morehead, KY 40351

Mr. and Mrs. Hobert E. Thomas
8125 US 60 East
Morehead, KY 40351

Ms. Shirley Thomas Johnson
8075 US 60 East
Morehead, KY 40351

Mr. and Mrs. Jesse Dehart
7955 US 60 East
Morehead, KY 40351

Mr. and Mrs. Cledith Barker
7910 US 60 East
Morehead, KY 40351

Mr. Gary R. Hatton
7888 US 60 East
Morehead, KY 40351

Mr. and Mrs. Mardoqueo E. Picazo
7935 US 60 East
Morehead, KY 40351

Ms. Ethel Fultz
7870 US 60 East
Morehead, KY 40351

Ms. Marcelean Gosper
Mr. Richard Brian Stevens
7780 US 60 East
Morehead, KY 40351

Mr. Elmer Mathews
Mr. Lloyd Mathews
624 North Feltzer Street
Crestwine, OH 44827

Mr. and Mrs. Roger Hilderbrand
8190 US 60 East
Morehead, KY 40351

Mr. and Mrs. William B. Click
8120 US 60 East
Morehead, KY 40351

Haldeman-Hayes Crossing & Fire
Department
Morehead, KY 40351

Mr. and Mrs. Bill Mathews
612 Dry Creek Road
Clearfield, KY 40313

Ms. Wilma Stevens
7410 US 60 E
Morehead, KY 40351

Mr. Claude Messer
Mr. Gary Messer
Mr. Roger Messer
407 Mabry Dr.
Morehead, KY 40351

Mr. and Mrs. Larry Turner
3512 N. Forville Pk.
Greenfield, IN 46140

Ms. Queen Juanita Gladys Slayers
Mr. Curtis L. Slayers
Mr. Willis Earl Slayers
7218 Village Dr.
Prairie Village, KS 66208

Mr. Alpha Hutchinson
Ms. Susan Neff
544 Forest Hills Dr.
Morehead, KY 40351

Fraley Cemetary
U.S. Highway 60
Morehead, KY 40351

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Marty W. Stevens
Box 8030 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

Dear Mr. and Mrs. Stevens:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

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Lexington, Kentucky 40507
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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Charlotte Marie Dailey
Mr. Ira Dailey, Jr.
895 Glenwood Road
Morehead, KY 40351

RE: **Public Notice -- Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

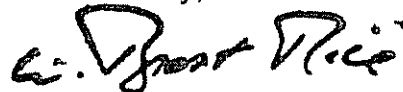
Dear Property Owners:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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W. Brent Rice
Counsel for Verizon Wireless

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Lexington, Kentucky 40507
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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Robert Fultz
175 Glenwood Fork
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

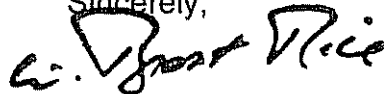
Dear Mr. and Mrs. Fultz:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Hobert E. Thomas
8125 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

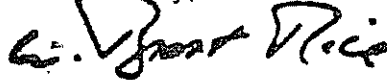
Dear Mr. and Mrs. Thomas:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Shirley Thomas Johnson
8075 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

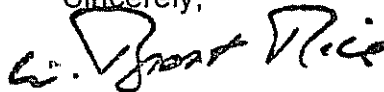
Dear Ms. Johnson:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

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Enclosure

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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Jesse Dehart
7955 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

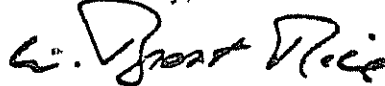
Dear Mr. and Mrs. Dehart:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Cledith Barker
7910 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

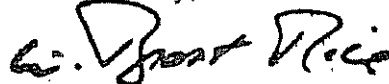
Dear Mr. and Mrs. Barker:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

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(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Gary R. Hatton
7888 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

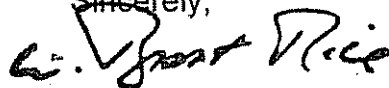
Dear Mr. Hatton:

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Sincerely,



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Counsel for Verizon Wireless

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Enclosure

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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Mardoqueo E. Picazo
7935 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

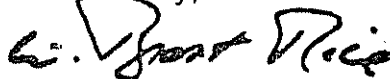
Dear Mr. and Mrs. Picazo:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



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Counsel for Verizon Wireless

WBR/dkw
Enclosure

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ATTORNEYS-AT-LAW

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brice@mmlk.com

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Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Ethel Fultz
7870 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

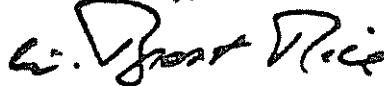
Dear Ms. Fultz:

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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Marcelean Gosper
Mr. Richard Brian Stevens
7780 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

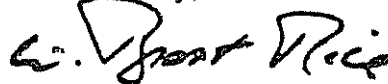
Dear Ms. Gosper and Mr. Stevens:

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Counsel for Verizon Wireless

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July 23, 2008

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Mr. Elmer Mathews
Mr. Lloyd Mathews
624 North Feltzer Street
Crestwine, OH 44827

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

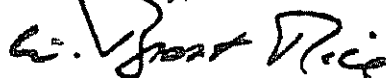
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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Roger Hilderbrand
8190 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

Dear Mr. and Mrs. Hilderbrand:

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Counsel for Verizon Wireless

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July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. William B. Click
8120 US 60 East
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**


Dear Mr. and Mrs. Click:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Haldeman-Hayes Crossing & Fire Department
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

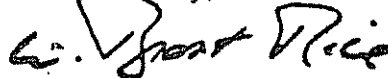
Dear Property Owner:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

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Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND,^{PLLC}
ATTORNEYS-AT-LAW

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brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Bill Mathews
612 Dry Creek Road
Clearfield, KY 40313

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

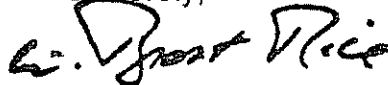
Dear Mr. and Mrs. Mathews:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
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W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Wilma Stevens
7410 US 60 E
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

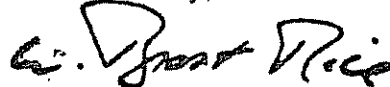
Dear Ms. Stevens:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Claude Messer
Mr. Gary Messer
Mr. Roger Messer
407 Mabry Dr.
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

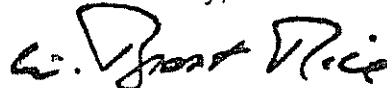
Dear Property Owners:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

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ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. and Mrs. Larry Turner
3512 N. Forville Pk.
Greenfield, IN 46140

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

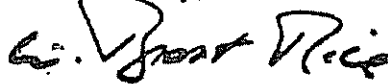
Dear Mr. and Mrs. Turner:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, PLLC
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Fraley Cemetary
U.S. Highway 60
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

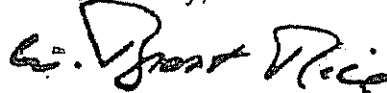
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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

McBRAYER, McGINNIS, LESLIE & KIRKLAND, ^{PLLC}
ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Ms. Queen Juanita Gladys Slayers
Mr. Curtis L. Slayers
Mr. Willis Earl Slayers
7218 Village Dr.
Prairie Village, KS 66208

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

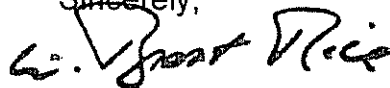
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Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

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ATTORNEYS-AT-LAW

W. BRENT RICE
brice@mmlk.com

201 E. Main Street, Suite 1000
Lexington, Kentucky 40507
(859) 231-8780
(859) 231-6518

July 23, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Alpha Hutchinson
Ms. Susan Neff
544 Forest Hills Dr.
Morehead, KY 40351

RE: **Public Notice – Public Service Commission of Kentucky
Case No. 2008-00282 (The Haldeman Facility)**

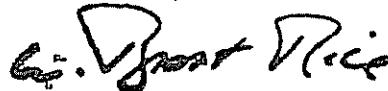
Dear Mr. Hutchinson and Ms. Neff:

Cellco Partnership d/b/a Verizon Wireless has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate an additional cell facility. The facility will be comprised of a 300' self-supporting tower including attached antennas and an equipment shelter to be located at 8030 U.S. 60 East, Morehead, Rowan County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you own property within a 500' radius of the proposed facility or are a contiguous property owner.

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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No. 2008-00282** in your correspondence.

Sincerely,



W. Brent Rice
Counsel for Verizon Wireless

WBR/dkw
Enclosure

OPTION AND LAND LEASE AGREEMENT

This Agreement made this 13 day of March, 2008, between **MARTY and LOIS ANN STEVENS** having a mailing address of 3740 U.S. 60 East, Morehead, Kentucky 40351, Social Security Nos. 405-80-5314 and 402-82-6613 hereinafter designated LESSOR and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR is the owner of that certain real property located at 8030 Hwy. 60 East, Morehead, Rowan County, Kentucky, Tax Parcel No. 123-00-00-093.00 of the City of Morehead, and being further described in Deed Book 153 at Page 546 as recorded in the Office of the Rowan County Clerk (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 100' by 100' parcel containing 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 thirty foot (30') wide right-of-way extending from the nearest public right-of-way, U.S. 60 East, 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.

NOW THEREFORE, in consideration of the sum of Dollars _____ to be paid by LESSEE to the LESSOR, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of Dollars _____ to LESSOR. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

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

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

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

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

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

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

LAND LEASE AGREEMENT

This Agreement, made this 13 day of March, 2008 between **MARTY and LOIS ANN STEVENS** having a mailing address of U.S. 60 East, P.O. Box 3715, Morehead, Kentucky 40351, Social Security Nos. 405-80-5314 and 402-82-6613 hereinafter designated LESSOR and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way,

Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 8030 Hwy. 60 East, Morehead, Rowan County, Kentucky, and being described as a 100' by 100' parcel containing 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 thirty foot (30') wide right-of-way extending from the nearest public right-of-way, U.S. 60 East, 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 also identified as being Tax Parcel No. 123-00-00-093.00 of the City of Morehead and is further described as a portion of the property described in Deed Book 153 at Page 546 as recorded in the Office of the Rowan County Clerk.

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 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 upon notice of the exercise of the option, as set forth above, by LESSEE to the LESSOR in writing by certified mail, return receipt requested and shall be deemed effective on the date it is posted. In the event the date LESSEE gives notice of the exercise of the option between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the notice is given between the 16th and 31st of the month, then the

Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

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

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least 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 equal to one hundred fifteen percent (115%) of the annual rental payable with respect to the immediately preceding five (5) year term. 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. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

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: Marty and Lois Ann Stevens
3740 U.S. 60 East
Morehead, KY 40351

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. 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.

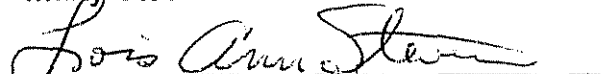
33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement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

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

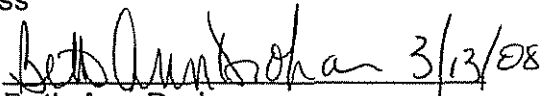
LESSOR:


Marty Stevens


Lois Ann Stevens

LESSEE:

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

BY: 
Beth Ann Drohan

ITS: Midwest Area Vice
President-Network

- SHEET 1**
- PROPOSED LEASE AREA
 - LEGAL DESCRIPTIONS
 - FLOOD ZONE DATA

COORDINATE POINT LOCATION

NAD 1983
 LATITUDE: 35° 15' 25.51"
 LONGITUDE: 85° 20' 17.42"
 MOID 1988
 ELEVATION: 1065.4651'
 KENTUCKY STATE PLANE COORDINATE NORTH ZONE
 (BELL, WHEELER GEOGRAPHIC CALCULATOR VERSION 1.0)
 NORTING: 3770211.861
 EASTING: 1902733.792

POWER POLE

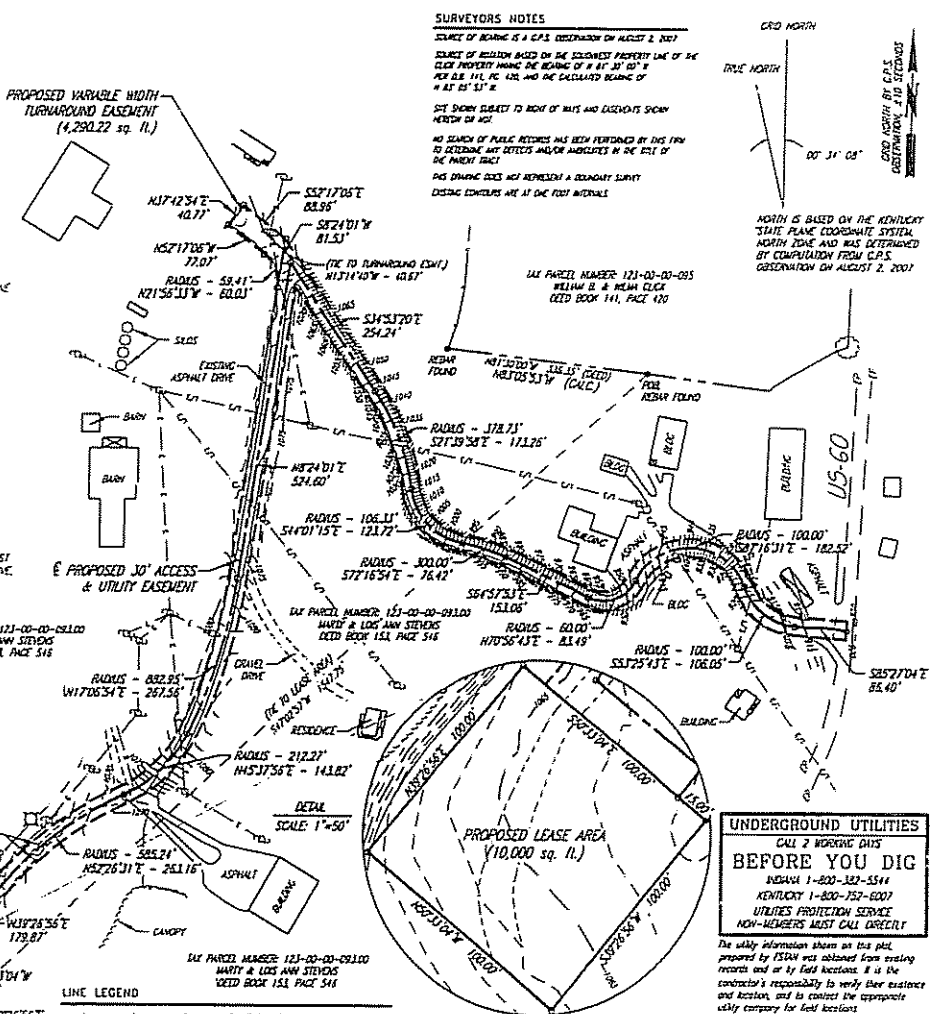
UTILITY COMPANY: KENTUCKY UTILITIES
 IDENTIFICATION #: 104

PROJECT BENCHMARK

NORTH: 277441.835
 EAST: 1002668.217
 ELEVATION: 1078.818
 LOCATION: BEING A 7" x 11" NAIL SET IN THE WEST EDGE OF AN EXISTING ASPHALT DRIVE AND 119' NORTHEAST OF THE PROPOSED LEASE AREA

- SYMBOL LEGEND**
- ⊕ WOOD POWER POLE
 - ⊕ CONCRETE POWER POLE
 - ⊕ METAL TRAFFIC POLE
 - ⊕ WOOD POLE
 - ⊕ CUT POLE
 - ⊕ TELEPHONE PENDING
 - ⊕ CUT AND/OR
 - ⊕ SWARTY SINKER HANDLE
 - ⊕ DRAW SINKER HANDLE
 - ⊕ HANDLE
 - ⊕ WATER VALVE
 - ⊕ WATER METER
 - ⊕ FIRE HYDRANT
 - ⊕ ELECTRICAL BOX
 - ⊕ FENCE POST
 - ⊕ SET JS REBAR (THRESH CROSSING METERS)
 - ⊕ EXISTING JS REBAR (FENCE CROSSING METERS)

- LINE LEGEND**
- OVERHEAD ELECTRIC
 - UNDERGROUND GAS LINE
 - UNDERGROUND WATER LINE
 - OVERHEAD ELECTRIC & TELEPHONE LINE
 - OVERHEAD TELEPHONE LINE
 - DRAINAGE/STORM SINKER LINE
 - CONCRETE
 - EXISTING FENCE
 - PROPOSED FENCE
 - SUBJECT PROPERTY BOUNDARY
 - RIGHT OF WAY CENTERLINE
- ABBREVIATIONS**
- EP EDGE OF ALIGNMENT
 - ROW RIGHT OF WAY
 - C CENTERLINE
 - RCR REINFORCED CONCRETE PIPE
 - CONC CONCRETE
 - CUP CORRUGATED METAL PIPE
 - RS SUBJECT PROPERTY LINE
 - IC TOP OF CURB
 - BC BOTTOM OF CURB
 - POD POINT OF BEGINNING
 - PC ROW PIN CAPPED
- NOTE:** SYMBOLS, ABBREVIATIONS OR LINES/STYLES DO NOT NECESSARILY APPEAR ON DRAWINGS USE ONLY AS APPLICABLE



SURVEYOR'S NOTES

SOURCE OF BEARING IS A GPS OBSERVATION ON AUGUST 2, 2007

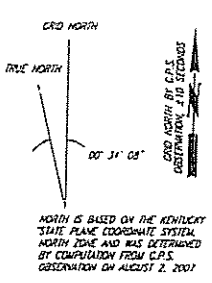
SOURCE OF BEARING BASED ON THE SOUTHWEST PROPERTY LINE OF THE CLEAR PROPERTY HAVING THE BEARING OF N 87° 20' 10" W PER A.S. 141, FC 106, AND THE CALCULATED BEARING OF N 87° 20' 10" W

SEE DRAWING SHEET TO RIGHT OF THIS AND EXISTENTS SHOW HEREON OR NOT

NO SEARCH OF PUBLIC RECORDS HAS BEEN FURNISHED BY THIS FIRM TO DETERMINE ANY EASEMENTS AND/OR ENCUMBRANCES IN THE TITLE OF THE PROPERTY HEREON

THIS DRAWING DOES NOT REPRESENT A GUARANTEED SURVEY

EXISTING CONDITIONS ARE AT THE FOOT INTERVALLS



LEGAL DESCRIPTIONS:

This is a description of an area to be leased from the property of Wilson B & Wanda Clark and Lois Ann Stevens being in the City of Morehead, County of Wayne, State of Kentucky and 2.6 miles Northeast of the intersection of US-60 and SR-739 (Big Ferry Road), which is further described as follows:

PROPOSED LEASE AREA

Beginning of a rebar found on the South line of the property conveyed to Wilson B & Wanda Clark in Deed Book 141, Page 420 in the Office of the Clerk of Rowan County, Kentucky, said rebar being S 87°20'31" E - 136.15' from a rebar found at the Southwest corner of said Clark property; thence S 47°02'57" W - 154.75' to a set JS rebar with a cap stamped T514N J1282' and the TRUE POINT OF BEGINNING OF THE PROPOSED LEASE AREA; thence S 37°26'55" W - 100.00' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 100.00' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 100.00' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 100.00' to the true point of beginning, containing 10,000 square feet as per survey by Frank L. Selinger, a PLS No. 3282 with FSI/Ten Land Surveyors & Consulting Engineers, dated September 26, 2007

CENTERLINE OF PROPOSED 30' ACCESS & UTILITY EASEMENT

Beginning of a rebar found on the South line of the property conveyed to Wilson B & Wanda Clark in Deed Book 141, Page 420 in the Office of the Clerk of Rowan County, Kentucky, said rebar being S 87°20'31" E - 136.15' from a rebar found at the Southwest corner of said Clark property; thence S 47°02'57" W - 154.75' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 100.00' to a set JS rebar with a cap stamped T514N J1282' and the TRUE POINT OF BEGINNING OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT; thence N 50°11'04" W - 15.00' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 52.82' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 118.87' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the right having a radius of 385.24', chord being N 52°25'31" E - 263.18' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the left having a radius of 212.27', chord being N 45°37'26" E - 143.82' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the left having a radius of 882.85', chord being N 17°06'31" E - 267.55' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the right having a radius of 100.00', chord being N 02°24'01" E - 374.60' to a "WAC" not set; thence S 37°26'55" W - 294.24' to a "WAC" not set; thence with a curve to the right having a radius of 374.60', chord being S 21°38'58" E - 112.25' to a "WAC" not set; thence with a curve to the left having a radius of 105.00', chord being S 44°01'15" E - 123.72' to a "WAC" not set; thence with a curve to the right having a radius of 300.00', chord being S 77°18'34" E - 76.44' to a "WAC" not set; thence S 87°20'31" E - 151.05' to a "WAC" not set; thence with a curve to the left having a radius of 60.00', chord being N 70°56'11" E - 83.48' to a "WAC" not set; thence with a curve to the right having a radius of 100.00', chord being S 87°16'31" E - 182.52' to a "WAC" not set; thence with a curve to the left having a radius of 100.00', chord being S 57°25'43" E - 106.05' to a "WAC" not set; thence S 87°20'31" E - 25.00' to a "WAC" not set; thence S 87°20'31" E - 151.05' to a "WAC" not set; thence with a curve to the centerline of US-60 and the end of the easement as per survey by Frank L. Selinger, a PLS No. 3282 with FSI/Ten Land Surveyors & Consulting Engineers, dated September 26, 2007.

PROPOSED VARIABLE WIDTH TURNAROUND EASEMENT

Beginning of a rebar found on the South line of the property conveyed to Wilson B & Wanda Clark in Deed Book 141, Page 420 in the Office of the Clerk of Rowan County, Kentucky, said rebar being S 87°20'31" E - 136.15' from a rebar found at the Southwest corner of said Clark property; thence S 47°02'57" W - 154.75' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 100.00' to a set JS rebar with a cap stamped T514N J1282' and the TRUE POINT OF BEGINNING OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT; thence N 50°11'04" W - 15.00' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 52.82' to a set JS rebar with a cap stamped T514N J1282'; thence N 50°11'04" W - 118.87' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the right having a radius of 385.24', chord being N 52°25'31" E - 263.18' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the left having a radius of 212.27', chord being N 45°37'26" E - 143.82' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the left having a radius of 882.85', chord being N 17°06'31" E - 267.55' to a set JS rebar with a cap stamped T514N J1282'; thence with a curve to the right having a radius of 100.00', chord being N 02°24'01" E - 374.60' to a "WAC" not set; thence S 37°26'55" W - 294.24' to a "WAC" not set; thence with a curve to the right having a radius of 374.60', chord being S 21°38'58" E - 112.25' to a "WAC" not set; thence with a curve to the left having a radius of 105.00', chord being S 44°01'15" E - 123.72' to a "WAC" not set; thence with a curve to the right having a radius of 300.00', chord being S 77°18'34" E - 76.44' to a "WAC" not set; thence S 87°20'31" E - 151.05' to a "WAC" not set; thence with a curve to the left having a radius of 60.00', chord being N 70°56'11" E - 83.48' to a "WAC" not set; thence with a curve to the right having a radius of 100.00', chord being S 87°16'31" E - 182.52' to a "WAC" not set; thence with a curve to the left having a radius of 100.00', chord being S 57°25'43" E - 106.05' to a "WAC" not set; thence S 87°20'31" E - 25.00' to a "WAC" not set; thence S 87°20'31" E - 151.05' to a "WAC" not set; thence with a curve to the centerline of US-60 and the end of the easement as per survey by Frank L. Selinger, a PLS No. 3282 with FSI/Ten Land Surveyors & Consulting Engineers, dated August 21, 2007.

"CELLULAR COMMUNICATION TOWER SITE SURVEY"
 REFERENCED AS "EXHIBIT B"

OWNER APPROVAL: _____ DATE _____

LESSEE APPROVAL: _____ DATE _____

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 2186200000E, DATED 01/18/83 AND THE PROPOSED LEASE AREA DOES NOT APPEAR TO BE IN A FLOOD HAZARD AREA. THE PROPOSED LEASE AREA IS LOCATED IN ZONE C

CELLCO PARTNERSHIP

d.b.a. VENTURA WIRELESS

FS

F.S. Land Company
 T. Alan Hiral Company
 Land Surveyors and Consulting Engineers
 1011 13th Street, Morehead, KY 40351
 Phone: (606) 336-1888, (606) 336-1910
 Fax: (606) 336-1912

SITE NUMBER:

SITE NAME: HALDEMAN

SITE ADDRESS: BOX 8030 US-60 EAST MOREHEAD, KY 40351

PROPOSED LEASE AREA: AREA = 10,000 sq. ft.

PROPERTY OWNER: MARTY & LOIS ANN STEVENS 3740 U.S. 60 EAST MOREHEAD, KY 40351

TAX PARCEL NUMBER: 123-00-00-091.00

SOURCE OF TITLE: DEED BOOK 151, PAGE 546

CHG BY: CHD BY: DATE
 DUC FSI 08.21.07

FS/TEN PROJECT NO.: 07-4400

SHEET 1 OF 1

REVISIONS:

LEASE AREA ACCESS (07-4317) - 09.26.07

OWNER RFD - 10.28.07

C2

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY UNLAWFUL PRACTICE (EXERCISE BETTER THAN 1 IN 30,000 TO ALL PARTIES INTERESTED IN TITLE TO PROPOSED SURVEYED)

I hereby certify that this plot and survey were made under my supervision, and that the engineer and survey measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief.

This survey and plot maps or extracts the minimum standards of the governing authorities of this territory of subject to any recorded encumbrances or restrictions of ways not shown hereon.

Frank L. Selinger, II KY PLS No. 3282