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October 16, 2008

VIA EXPRESS MAIL

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

OCT 1 7 2008

PUBLIC SERVICE

COMMUNICATION

RE: Application to Construct Wireless Communications Facility

Location: 497 McCord Lane, Milton, Kentucky 40045 Applicant: Cellco Partnership d/b/a Verizon Wireless

Site Name: Milton

Case No.: 2008-00444

Dear Ms. Smith:

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

Sincerely,

David A. Pike

Attorney for Verizon Wireless

enclosures

www.pikelegal.com

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF)
CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC) CASE NO.: 2008-00444
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY AT)
497 MCCORD LANE, MILTON, KENTUCKY 40045)
IN THE WIRELESS COMMUNICATIONS LICENSE AREA)
IN THE COMMONWEALTH OF KENTUCKY) RECEIVED
IN THE COUNTY OF TRIMBLE)
	OCT 1 7 2008
SITE NAME: MILTON	PUBLIC SERVICE

* * * * * * *

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

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

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

1. The complete name and address of the Applicant:

Cellco Partnership, d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey, 07921

- 2. Applicant proposes construction of an antenna tower for cellular telecommunications services or personal communications services which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the Commission for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.
- 3. Applicant entity is not a corporation and, therefore, the requirements of 807 KAR 5:001(8) and 807 KAR 5:001(9) that applicant submit a certified copy of articles of incorporation is inapplicable.
- 4. The proposed WCF will serve an area completely within the Applicant's Federal Communications Commission ("FCC") licensed service area in the Commonwealth of Kentucky. A copy of the Applicant's FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**.
- 5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless telecommunications services. The WCF will provide a necessary link in the Applicant's telecommunications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications licensed area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

- 6. To address the above-described service needs, Applicant proposes to construct a WCF at 497 McCord Lane, Milton, Trimble County, Kentucky 40045 (38°42'06.922" North latitude,85°22'01.858" West longitude), in an area located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by James & Ruth Overton pursuant to a Deed recorded at Deed Book 81, Page 714 in the office of the Trimble County Clerk. The proposed WCF will consist of a 250-foot tall tower, with an approximately 9-foot tall lightning arrestor attached at the top, for a total height of 259-feet. The WCF will also include concrete foundations to accommodate the placement of the Applicant's proprietary radio electronics equipment. The equipment will be housed in a prefabricated cabinet or shelter that will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Applicant's users in Kentucky, (ii) telephone lines that will link the WCF with the Applicant's other facilities, (iii) battery back-up that will allow the Applicant to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as Exhibit B and Exhibit C. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.
- 7. A list of competing utilities, corporations, or persons is attached as **Exhibit D**, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map

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

- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant and future antenna mounts, has also been included as part of **Exhibit B**. Foundation design plans and a description of the standards according to which the tower was designed, and which have been signed and sealed by a professional engineer registered in Kentucky, are included as part of **Exhibit C**.
- 9. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. Applicant has attempted to co-locate on suitable existing structures such as telecommunications towers or other suitable structures capable of supporting Applicant's facilities, and no other suitable or available co-location site was found to be located in the vicinity of the site. Information regarding the Applicant's efforts to achieve co-location in the vicinity is presented as **Exhibit E**.
- 10. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit F**.
- 11. A copy of the Kentucky Airport Zoning Commission ("KAZC") Approval of Application to construct the tower is attached as **Exhibit G**.
 - 12. The WCF will be registered with the FCC pursuant to applicable federal

requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

- 13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit H**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.
- 14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** is included as part of this exhibit.
- 15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit J**. Also included as part of **Exhibit J** is the portion of the full agreement demonstrating that in the case of abandonment a method is provided to dismantle and remove the cellular antenna tower, including a timetable for removal.
- 16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Tower Innovations ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and

- stamp of W. Gray Hodge, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations.
- 17. The Construction Manager for the proposed facility is Chris Dodd, and the identity and qualifications of each person directly responsible for construction of the proposed tower are contained in the attached letter submitted as part of **Exhibit C**.
- 18. Based on a review by the registered land surveyor there are no Federal Emergency Management Agency Flood Insurance Rate Maps available for review for the area in which the WCF is proposed.
- 19. The possibility of high winds has been considered in the design of this tower. The tower has been designed and engineered by professional engineers using computer assistance and the same accepted codes and standards as are typically used for high-rise building construction.
- 20. The site development plan signed and sealed by a professional engineer registered in Kentucky was prepared by Woodrow W. Marcum, Jr. The site survey was performed by John M. Thomas. Page C-1 of **Exhibit B** is drawn to a scale of no less than one (1) inch equals 200 feet, and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.
- 21. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the

proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as **Exhibit K** and **Exhibit L**, respectively.

- 22. Applicant has notified the Trimble County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the Trimble County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit M**.
- 23. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), that measure at least two (2) feet in height and four (4) feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two (2) weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.
- 24. The general area where the proposed facility is to be located is rural farmland. There are no residential structures located within a 500-foot radius of the proposed tower location.

- 25. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to serve the Federal Communications Commission licensed service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. Before beginning the site acquisition process, Applicant carefully evaluated locations within the search area for co-location opportunities on existing structures, and no suitable towers or other existing tall structures were found in the immediate area that would meet the technical requirements for the element of the telecommunications network to be provided by the proposed facility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as Exhibit O.
- 26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.
- 27. All responses and requests associated with this Application may be directed to:

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400

(502) 543-4410

Telefax:

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400 Telefax: (502) 543-4410

Attorney for Cellco Partnership

d/b/a Verizon Wireless

LIST OF EXHIBITS

Α	-	FCC License Documentation
В	-	Site Development Plan:
		500' Vicinity Map Legal Descriptions Flood Plain Certification Site Plan Vertical Tower Profile
С	-	Tower and Foundation Design
D	-	Competing Utilities, Corporations, or Persons List and Map of Like Facilities in Vicinity
Е	-	Co-location Report
F	-	FAA Approval
G	-	Kentucky Airport Zoning Commission Approval
Н	-	Geotechnical Report
1	-	Directions to WCF Site
J	-	Copy of Real Estate Agreement
K	-	Notification Listing
L	-	Copy of Property Owner Notification
М	-	Copy of County Judge/Executive Notice
N	-	Copy of Posted Notices
0	-	Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

REFERENCE COPY

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



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY CELLCO PARTNERSHIP 1120 SANCTUARY PKWY, #150 GASA5REG ALPHARETTA, GA 30004

Longitude

Call Sign KNKN837	File Number				
Radio :	Service				
CL - C	ellular				
Market Numer	Channel Block				
CMA449	A				
Sub-Market Designator 0					

Ground Elevation Structure Hgt to Tip Antenna Structure

FCC Registration Number (FRN): 0003290673

Market Name Kentucky 7 - Trimble				
Grant Date 10-16-2001	Effective Date 06-20-2008	Expiration Date 10-01-2011	Five Yr Build-Out Date	Print Date

Site Information: Location Latitude

Location Datitude	Longitude	(m	eters)	(m	eters)		Registratio	n No.	
1 38-10-37.0 N	085-06-25.0 W	36	0.0	90.	8		1036601		
Address: Top of Shelbyville Mountain									
City: Shelbyville County	: SHELBY State:	KY Cor	struction	Deadline:					
Antenna: 4 Azimuth (from t	rue north) 0	45	90	135	180	225	270	315	
Antenna Height AAT (met	ers) 188.400	190.600	203.000	190.500	202.900	218.800	217.100	203.300	
Transmitting ERP (watts)	27.480	50.000	19.910	2.510	0.210	0.100	0.440	3.790	
Antenna: 5 Azimuth (from t	rue north) 0	45	90	135	180	225	270	315	
Antenna Height AAT (met	ers) 188.400	190.600	203.000	190.500	202.900	218.800	217.100	203.300	
Transmitting ERP (watts)	0.100	0.100	1.440	2.380	0.480	2.380	1.580	0.100	
Antenna: 6 Azimuth (from t	rue north) 0	45	90	135	180	225	270	315	
Antenna Height AAT (met	ers) 188.400	190.600	203.000	190.500	202.900	218.800	217.100	203.300	
Transmitting ERP (watts)	51.690	14.230	1.140	0.300	0.570	8.130	41.390	69.660	

Conditions:

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

Antenna: 6 Azimuth (from true north) 0

Antenna Height AAT (meters)

Transmitting ERP (watts)

Call Sign: KNKN837 File Number: **Print Date:** Structure Hgt to Tip **Ground Elevation** Location Latitude Longitude Antenna Structure (meters) (meters) Registration No. 38-12-25.9 N 084-51-45.2 W 211.2 56.9 1051445 Address: 400C Clifton Avenue **Construction Deadline:** City: FRANKFORT County: FRANKLIN State: KY Antenna: 4 Azimuth (from true north) 0 90 225 270 45 135 180 315 Antenna Height AAT (meters) 62.300 35.800 23.200 8.600 71.400 29.500 60.100 36.900 Transmitting ERP (watts) 55.320 50.990 15.260 1.540 0.340 1.580 15.980 54.030 Antenna: 5 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 62.300 35.800 23.200 8.600 71.400 29.500 60.100 36.900 **Transmitting ERP (watts)** 3.530 29.600 58.750 55.210 43.890 7.580 0.410 0.240 Antenna: 6 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 62.300 35.800 23.200 8.600 71.400 29,500 60.100 36.900 Transmitting ERP (watts) 29.400 3.590 0.240 0.490 7.700 44.940 57.490 54.760 **Ground Elevation** Structure Hgt to Tip Location Latitude Longitude Antenna Structure (meters) (meters) Registration No. 085-15-56.5 W 252.9 90.5 1036602 38-28-54.3 N Address: 4920 Fallen Timber Drive City: SULPHUR County: HENRY **Construction Deadline:** State: KY Antenna: 4 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 126.900 85.200 102.800 77.800 84.300 95.500 105.400 97.100 Transmitting ERP (watts) 0.200 0.200 0.390 10.470 67.610 87.100 22.910 1.150 Antenna: 5 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 126.900 85.200 102.800 77.800 84.300 95.500 105.400 97.100 Transmitting ERP (watts) 0.370 0.200 0.200 1.260 23.990 87.100 66.070 10.000

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Can Sign: KINKINGJ	riie	Number:				int Date.	•	
Location Latitude Long 4 38-38-10.0 N 085-0 Address: 312 Whites Run Road	itude 05-53.5 W	(m	ound Elev eters) 5.3		ructure Hgt eters) 2	to Tip	Antenna St Registratio 1036425	
City: CARROLLTON County: CA	RROLL	State: KY	Constr	uction Dea	ıdline:			
Antenna: 2 Azimuth (from true north)	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	156.300 0.200	107.900 11.220	120.600 72.440	148.800 91.200	94.800 25.700	91.100 0.370	112.600 0.200	147.700 0.200
Antenna: 3 Azimuth (from true north) , 0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	156.300 0.200	107.900 0.200	120.600 0.200	148.800 0.940	94.800 18.570	91.100 33.150	112.600 30.890	147.700 10.840
Antenna: 4 Azimuth (from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	156.300 33.110	107.900 26.080	120.600 3.390	148.800 0.200	94.800 0.200	91.100 0.200	112.600 4.070	147.700 24.940
Location Latitude Long	itude	Mana Barasa	ound Elev eters)		ructure Hgt eters)	t to Tip	Antenna St Registratio	
Address: 120 Boone Trail (off Highw			6.9	90	.8		1036424	
City: Sparta County: GALLATIN	State: K	Y Cons	truction D	eauline.				
		NAME OF THE PERSON NAME OF THE P	generali. Da variotist	admic.				
Antenna: 2 Azimuth (from true north) 0	45	90	135	180	225	270	315
Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)) 0 127.200 0.200	45 119.000 0.500	90 114,900 11,300	7	180 80.600 19.990	225 140.600 13.040		315 133.300 0.200
Antenna Height AAT (meters)	127.200 0.200	119.000	114.900	135 96.300	80.600	140.600	110.100	133.300
Antenna Height AAT (meters) Transmitting ERP (watts)	127.200 0.200	119.000 0.500	114.900 11.300	135 96.300 20.180	80.600 19.990	140.600 13.040	110.100 0.740 270	133.300 0.200
Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true north Antenna Height AAT (meters)	127.200 0.200) 0 127.200 6.850	119.000 0.500 45 119.000	114.900 11.300 90 114.900	135 96.300 20.180 135 96.300	80.600 19.990 180 80.600	140.600 13.040 225 140.600	110.100 0.740 270 110.100	133.300 0.200 315 133.300

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A STATE OF THE STA	3-29.0 W	(m	round Elev neters) 15.2	(Structure Hgt (meters) 90.8	to Tip	Antenna St Registratio 1036179	
Address: 3000 Dry Ridge Mount Zion								
City: DRY RIDGE County: GRAN	T State	:KY Co	nstruction	n Deadlir	1e:			
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	112.100	115.000	114.500	92.600	110.000	136.400	142.300	143.700
Transmitting ERP (watts)	0.360	9.930	41.040	48.250	18.580	1.120	0.200	0.200
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	112.100	115.000	114.500	92.600	110.000	136.400	142.300	143.700
Transmitting ERP (watts)	0.350	0.200	0.200	1.230	19.460	48.290	40.110	9.480
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	112.100	115.000	114.500	92.600	110.000	136.400	142.300	143.700
Transmitting ERP (watts)	51.290	30.370	3.550	0.200	0.200	0.200	3.980	31.080
Location Latitude Longin		(m	round Elev eters)	(Structure Hgt (meters)	to Tip	Antenna St Registratio	
	4-38.2 W	28	6.5	Ġ	91.7		1036600	
Address: 8162 Dixie Highway City: Williamstown County: GRAN	IT State	e: KY C	onstructio	n Deadli	ne•			
City. Williamstown County. Great	· Diate	K. 1	onser ucero	n Denan				
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	99.800	117.800	153.400	131.20	0 103.300	124.100	129.900	133.100
Transmitting ERP (watts)	0.200	14.790	79.430	87.100	21.880	0.200	0.200	0.200
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	99.800	117.800	153.400	131.20	0 103.300	124.100	129.900	133.100
Transmitting ERP (watts)	0.200	0.200	0.200	1.660	32.360	95.500	66.070	7.760
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	99.800	117.800	153.400	131.20	0 103.300	124.100	129.900	133.100
Transmitting ERP (watts)	100.000	41.690	1.950	0.200	0.200	0.200	6.030	56.230

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Location Latitude 10 38-24-39.0 N Address: 0.4 KM NE OF SR	Longitude 084-19-07.0 W 36 2.9 KM NE	(m 24	round Elev neters) 14.0		Structure Hgt (meters) 129.0	to Tip	Antenna S Registration 1044001	
City: Cynthiana County: F	IARRISON State	e: KY C	onstructio	n Deadli	ine:			
Antenna: 2 Azimuth (from tr Antenna Height AAT (meter Transmitting ERP (watts)		45 106.200 12.030	90 91.500 75.920	135 96.400 91.280		225 87.700 0.960	270 83.600 0.200	315 113.900 0.200
Antenna: 3 Azimuth (from tr Antenna Height AAT (meter Transmitting ERP (watts)	rs) 106.300 - 0.350	45 106.200 0.200	90 91.500 0.200	135 96.400 1.000	180 97.000 26.940	22587.70093.400	270 83.600 74.190	315 113.900 10.720
Antenna: 4 Azimuth (from tr Antenna Height AAT (meter Transmitting ERP (watts)		45 106.200 50.160	90 91.500 3.980	96.400 0.270	180 97.000 0.200	225 87.700 0.200	270 83.600 4.080	315 113.900 50.160
Location Latitude 11 38-09-19.0 N Address: 396 OLD HARROI City: FRANKFORT Coun		(m	round Elev neters) 13.8 Constru	(Structure Hg (meters) 67.1 eadline:	t to Tip	Antenna S Registratio 1036604	
Antenna: 3 Azimuth (from tr Antenna Height AAT (mete Transmitting ERP (watts)	87.400 3.550	45 89.800 22.910	90 61.900 39.810	135 68.700 22.390	3.310	225 57.900 0.270	270 65.300 0.100	315 79.300 0.300
Antenna: 4 Azimuth (from tr Antenna Height AAT (mete Transmitting ERP (watts)		45 89.700 6.310	90 61.900 0.490	135 68.700 0.200	180 66.700 0.980	225 57.900 12.030	270 65.200 64.600	315 79.300 97.770
Location Latitude 12 38-39-42.6 N Address: 211 Davis Lane	Longitude 085-11-59.5 W	(m 26	round Elev neters) 50.6		Structure Hg (meters) 64.0 Deadline:	to Tip	Antenna S Registratio 1235824	
Antenna: 2 Azimuth (from tr Antenna Height AAT (mete Transmitting ERP (watts)	•	45 128.900 0.540	90 117.200 3.890	135 91.100 24.550	180 74.000	225 95.900 81.280	270 63.500 21.380	315 115.500 2.750

Print Date: Call Sign: KNKN837 File Number: Ground Elevation Structure Hgt to Tip Longitude Antenna Structure Location Latitude (meters) (meters) Registration No. 12 38-39-42.6 N 085-11-59.5 W 260.6 64.0 1235824 Address: 211 Davis Lane City: CARROLLTON County: CARROLL State: KY **Construction Deadline:** Antenna: 3 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 100.800 128.900 117.200 91.100 74.000 95,900 63.500 115.500 Transmitting ERP (watts) 0.420 0.580 3.090 20.420 77.620 87.100 25.700 3.550 **Ground Elevation** Structure Hgt to Tip Antenna Structure Location Latitude Longitude (meters) (meters) Registration No. 13 1000357 38-34-31.7 N 085-10-49.7 W 254.8 92.0 Address: 1299 MILL CREEK RD State: KY **Construction Deadline:** City: TURNERS CORNER County: HENRY Antenna: 2 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 149.700 134.900 75.600 92.700 100.700 106.700 138.900 105.800 Transmitting ERP (watts) 0.390 10.470 67.610 87.100 22.910 1.150 0.200 0.200 Antenna: 3 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 149.700 134.900 138.900 75.600 92.700 100.700 106.700 105.800 Transmitting ERP (watts) 0.370 0.200 0.200 1.260 23.990 87.100 66.070 10.000 Antenna: 4 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 149.700 138.900 105.800 75.600 92.700 100.700 106.700 134.900 Transmitting ERP (watts) 95.500 3.550 0.200 0.200 0.200 3.980 44.670 43.650 **Ground Elevation** Structure Hgt to Tip Antenna Structure Location Latitude Longitude (meters) (meters) Registration No. 14 38-40-30.2 N 084-58-18.8 W 245.7 91.1 1000358 Address: 7238 KENTUCKY HWY 47 State: KY **Construction Deadline:** City: SANDERS County: CARROLL Antenna: 2 Azimuth (from true north) 0 90 135 180 225 270 315 45 135.500 116.800 Antenna Height AAT (meters) 113.800 90.000 115.700 134.700 115.100 130.100 Transmitting ERP (watts) 0.200 0.200 0.910 26.300 91.200 74.130 12.020 0.200 Antenna: 3 Azimuth (from true north) 90 135 180 225 270 315 0 45 Antenna Height AAT (meters) 135.500 134.700 130,100 116.800 113.800 90.000 115.700 115.100 Transmitting ERP (watts) 3.390 0.200 0.200 0.200 4.070 24.940 33.110 26.080

Call Sign: KNKN837 File Number: Print Date:

Location Latitude 14 38-40-30.2		8-18.8 W	(n	round Elev neters) 45.7	ation	Structure Hgg (meters) 91.1	t to Tip	Antenna St Registratio 1000358	
Address: 7238 KEN City: SANDERS			e: KY (Constructio	n Dead	line:			
Antenna: 4 Azimuth Antenna Height AA Transmitting ERP ((from true north) T (meters)		45 116.800 33.150	90 113.800 18.280	135 90.00 0.380	180 0 115.700	225 134.700 0.200	270 115.100 0.200	315 130.100 10.140
Location Latitude 15 38-22-31.0 Address: 474 ELM S City: EMINENCE	- 1	0-05.6 W	(n 27	round Elev neters) 71.3		Structure Hg (meters) 126.2 ne:	t to Tip	Antenna St Registratio 1000277	
Antenna: 4 Azimuth Antenna Height AA Transmitting ERP (T (meters)	0 93.400 0.350	45 115.800 3.550	90 125.100 37.150	135 97.50 93.33		225 108.400 18.620	270 102.900 1.740	315 96.500 0.200
Antenna: 5 Azimuth Antenna Height AA Transmitting ERP (T (meters)	0 93.400 8.320	45 115.800 0.680	90 125.100 0.200	97.50 0.740		225 108.400 57.540	270 102.900 100.000	315 96.500 56.230
Antenna: 6 Azimuth Antenna Height AA Transmitting ERP (T (meters)	0 93.400 77.620	45 115.800 93.330	90 125.100 35.480	135 97.50 3.390		225 108.400 0.200	270 102.900 1.860	315 96.500 19.500

Control Points:

Control Pt. No. 3

Address: 500 W. Dove Rd

City: Southlake County: TARRANT State: TX Telephone Number: (800)264-6620

Waivers/Conditions:

NONE

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

CELLCO PARTNERSHIP

verizon wireless

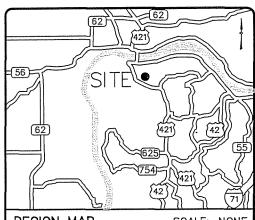
MILTON

497 MCCORD LANE TRIMBLE COUNTY MILTON, KENTUCKY 40045

PROPOSED 250' SELF-SUPPORT TOWER WITH MULTIPLE CARRIERS

UTILITY PROTECTION NOTE

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION CENTER, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE UTILITY PROTECTION CENTER 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. ALL NEW SERVICE AND GROUNDING TRENCHES PROVIDE A WARNING TAPE @ 12 INCHES ABOVE THE UNDERGROUND INSTALLATION (SEE



REGION MAP

SCALE: NONE



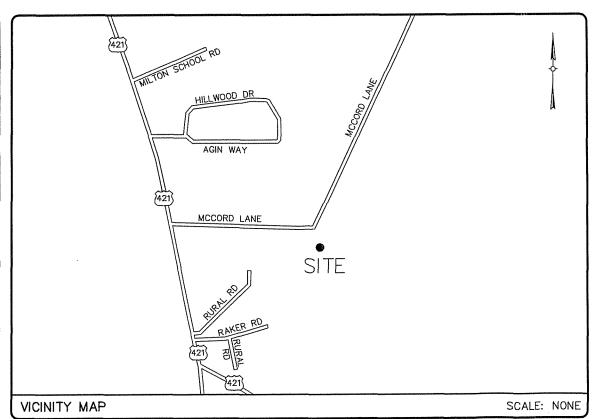
3001 TAYLOR SPRINGS DRIVE LOUISVILLE, KENTUCKY 40220 (502) 459-8402 PHONE (502) 459-8427 FAX

DESIGN ENGINEER



3001 TAYLOR SPRINGS DRIVE LOUISVILLE, KENTUCKY 40220 (502) 459-8402 PHONE (502) 459-8427 FAX

SURVEYOR



DIRECTIONS FROM COUNTY SEAT: STARTING IN BEDFORD AT THE CORNER OF US 42 AND US 421, PROCEED NORTH ON US 42 APRX .20 OF A MILE TO US 421 AND TURN LEFT. CONTINUE ON US 421 APRX 9.50 MILES TO MCCORD LANE AND TURN RIGHT. FOLLOW MCCORD LANE APRX .30 MILES TO SITE ON RIGHT.

DIRECTIONS FROM LOUISVILE CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS MTSO: STARTING AT 2441 HOLLOWAY RD PROCEED TO PLANTSIDE DR TURN LEFT. FOLLOW PLANTSIDE DR TO BLANKENBAKER PKWY TURN LEFT. CONTINUE ON BLANKENBAKER PKWY TO 1-64 EAST TURN RIGHT. PROCEED ON 1-64 EAST APRX 1.50 MILES TO EXIT 19B (I-265) AND TURN RIGHT, CONTINUE ON I-265 APRX 9 MILES TO EXIT 35A (I-71 NORTH) AND TURN RIGHT, PROCEED ON I-71 APRX 23.75 MILES TO EXIT 37 (US 421) AND TURN LEFT. CONTINUE ON US 421 APRX 17.20 MILES TO MCCORD LANE AND TURN RIGHT, FOLLOW MCCORD LANE APRX .30 MILES TO SITE ON RIGHT.

DIRECTIONS TO SITE



SITE ADDRESS

497 MCCORD LANE MILTON, KY 40045

COORDINATES

LATITUDE: 38° 42' 06.922"N LONGITUDE: 85' 22' 01.858"W

PROPERTY OWNER

JAMES & RUTH OVERTON 2636 LIBERTY ROAD MILTON, KY 40045 PHONE: (502) 268-5263

APPLICANT

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS 2441 HOLLOWAY RD LOUISVILLE KY 40299 CONTACT: AMY HARPER PHONE: (502) 552-0330 FAX: (502) 266-7548

TAX MAP NO.

PARCEL NO.

SOURCE OF TITLE

DEED BOOK 81, PAGE 714

LEASE AREA

10,000 S.F.

PROJECT INFORMATION

SHEET NO. **DESCRIPTION**

TITLE SHEET

SURVEY

C-1-1A 500' RADIUS VICINITY MAP SITE SURVEY

ARCHITECTURAL

OVERALL SITE LAYOUT Z--3 SITE LAYOUT Z-4

NORTH & SOUTH ELEVATIONS Z-5 EAST & WEST ELEVATIONS 7-6

SHEET INDEX

POLICE DEPARTMENT PHONE: (502) 255-7138 TRIMBLE CO SHERIFF

FIRE DEPARTMENT

PHONE: (502) 268-3016 MILTON VOL. FD

ELECTRIC COMPANY SHELBY ENERGY CO-OP

PHONE: (502) 633-5900 ext: 523 CONTACT: WAYNE ANDERSON (ENGR)

TELEPHONE COMPANY

PHONE: (502) 523-0272 CONTACT: DAVE MIRACLE (ENGR)

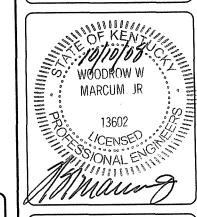
CONTACT INFORMATION



2441 HOLLOWAY RD LOUISVILLE, KY 40299 PHONE (502) 552-0330



3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459-8402 FAX (502) 459-8427



MILTON

497 McCORD LANE MILTON, KY 40045

85° 22' 01.858" W

LEASE AREA:

10,000 SQ. FT.

REVISION/ISSUE DATE

TOWER TYPE: SELF-SUPPORT

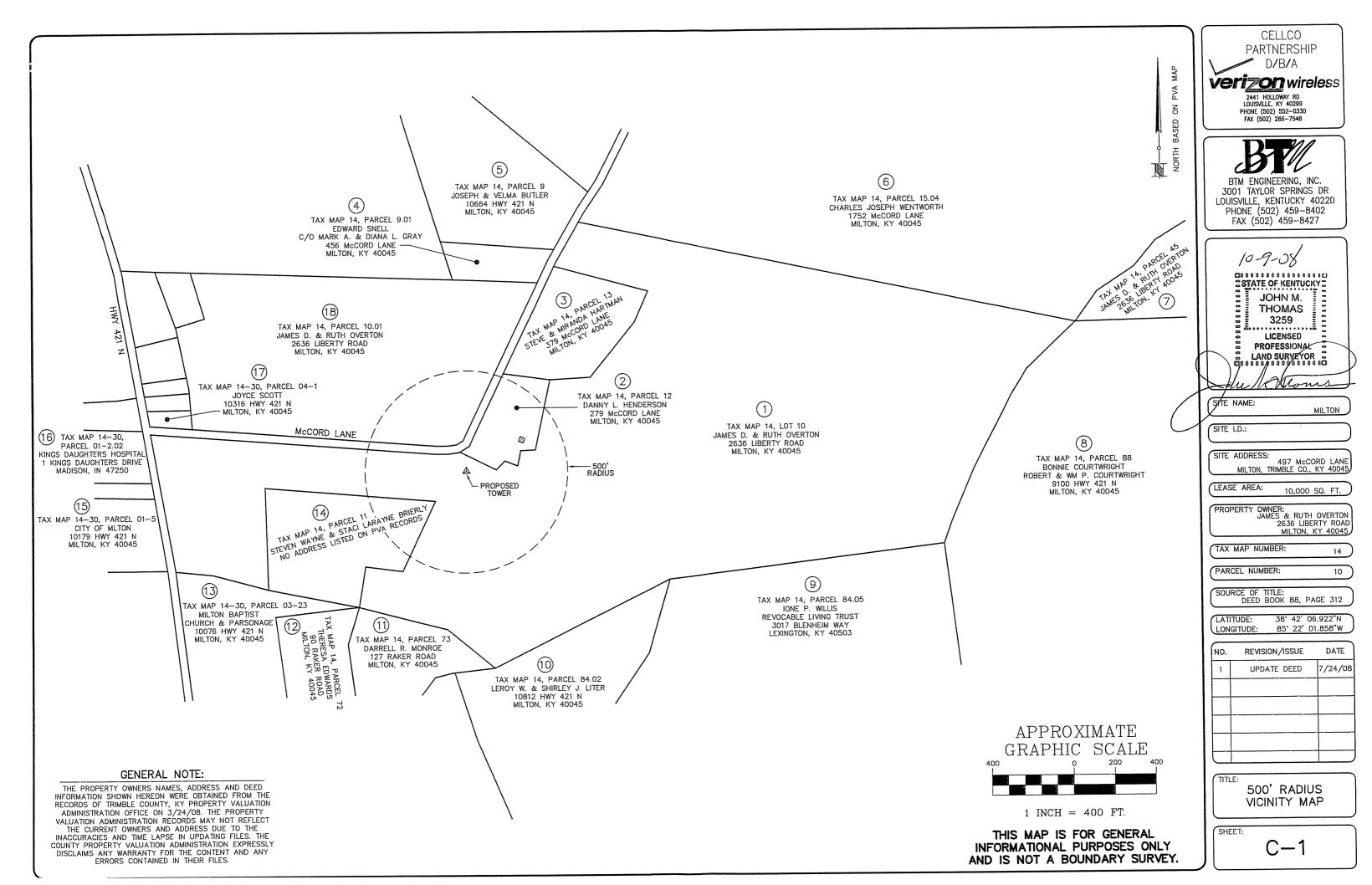
TOWER HEIGHT: 250'

1	ISSUE FOR ZONING	10/09/0
\Box		

TITLE SHEET

SHEET:

T-1



(1)

TAX MAP 14, LOT 10 JAMES D. & RUTH OVERTON 2636 LIBERTY ROAD MILTON, KY 40045

(2)

TAX MAP 14, PARCEL 12 DANNY L. HENDERSON 279 McCORD LANE MILTON, KY 40045

(3)

TAX MAP 14, PARCEL 13 STEVE & MIRANDA HARTMAN 379 McCORD LANE MILTON, KY 40045

(4)

TAX MAP 14, PARCEL 9.01 EDWARD SNELL C/O MARK A. & DIANA L. GRAY 456 McCORD LANE MILTON, KY 40045

(5)

TAX MAP 14, PARCEL 9 JOSEPH & VELMA BUTLER 10664 HWY 421 N MILTON, KY 40045

(6)

TAX MAP 14, PARCEL 15.04 CHARLES JOSEPH WENTWORTH 1752 McCORD LANE MILTON, KY 40045

(7)

TAX MAP 14, PARCEL 45 JAMES D. & RUTH OVERTON 2636 LIBERTY ROAD MILTON, KY 40045

(8)

TAX MAP 14, PARCEL B8 BONNIE COURTWRIGHT ROBERT & WM P. COURTWRIGHT 9100 HWY 421 N MILTON, KY 40045

(9)

TAX MAP 14, PARCEL 84.05 IONE P. WILLIS REVOCABLE LIVING TRUST 3017 BLENHEIM WAY LEXINGTON, KY 40503 10

TAX MAP 14, PARCEL 84.02 LEROY W. & SHIRLEY J. LITER 10812 HWY 421 N MILTON, KY 40045

(11)

TAX MAP 14, PARCEL 73 DARRELL R. MONROE 127 RAKER ROAD MILTON, KY 40045

(12)

TAX MAP 14, PARCEL 72 THERESA EDWARDS 90 RAKER ROAD MILTON, KY 40045

(13)

TAX MAP 14-30, PARCEL 03-23 MILTON BAPTIST CHURCH & PARSONAGE 10076 HWY 421 N MILTON, KY 40045

(14)

TAX MAP 14, PARCEL 11 STEVEN WAYNE & STACI LARAYNE BRIERLY NO ADDRESS LISTED ON PVA RECORDS

(15)

TAX MAP 14-30, PARCEL 01-5 CITY OF MLTON 10179 HWY 421 N MILTON, KY 40045

(16)

TAX MAP 14-30, PARCEL 01-2.02 KINGS DAUGHTERS HOSPITAL 1 KINGS DAUGHTERS DRIVE MADISON, IN 47250

(17

TAX MAP 14-30, PARCEL 04-1 JOYCE SCOTT 10316 HWY 421 N MILTON, KY 40045

(18)

TAX MAP 14, PARCEL 10.01 JAMES D. & RUTH OVERTON 2636 LIBERTY ROAD MILTON KY 40045 CELLCO PARTNERSHIP D/B/A

verizon wireless

2441 HOLLOWAY RD LOUISVILLE, KY 40299 PHONE (502) 552-0330 FAX (502) 266-7548

BM

BTM ENGINEERING, INC. 3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459—8402 FAX (502) 459—8427

SITE NAME:

MILTON

SITE I.D.:

SITE ADDRESS:

497 McCORD LANE MILTON, TRIMBLE CO., KY 40045

LEASE AREA:

10,000 SQ. FT.

14

10

PROPERTY OWNER:
JAMES & RUTH OVERTON
2636 LIBERTY ROAD
MILTON, KY 40045

TAX MAP NUMBER:

PARCEL NUMBER:

PARCEL NUMBER:

SOURCE OF TITLE:
DEED BOOK 88, PAGE 312

LATITUDE: 38' 42' 06.922"N LONGITUDE: 85' 22' 01.858"W

NO.	REVISION/ISSUE	DATE
1	UPDATE DEED	7/24/0

TITLE:

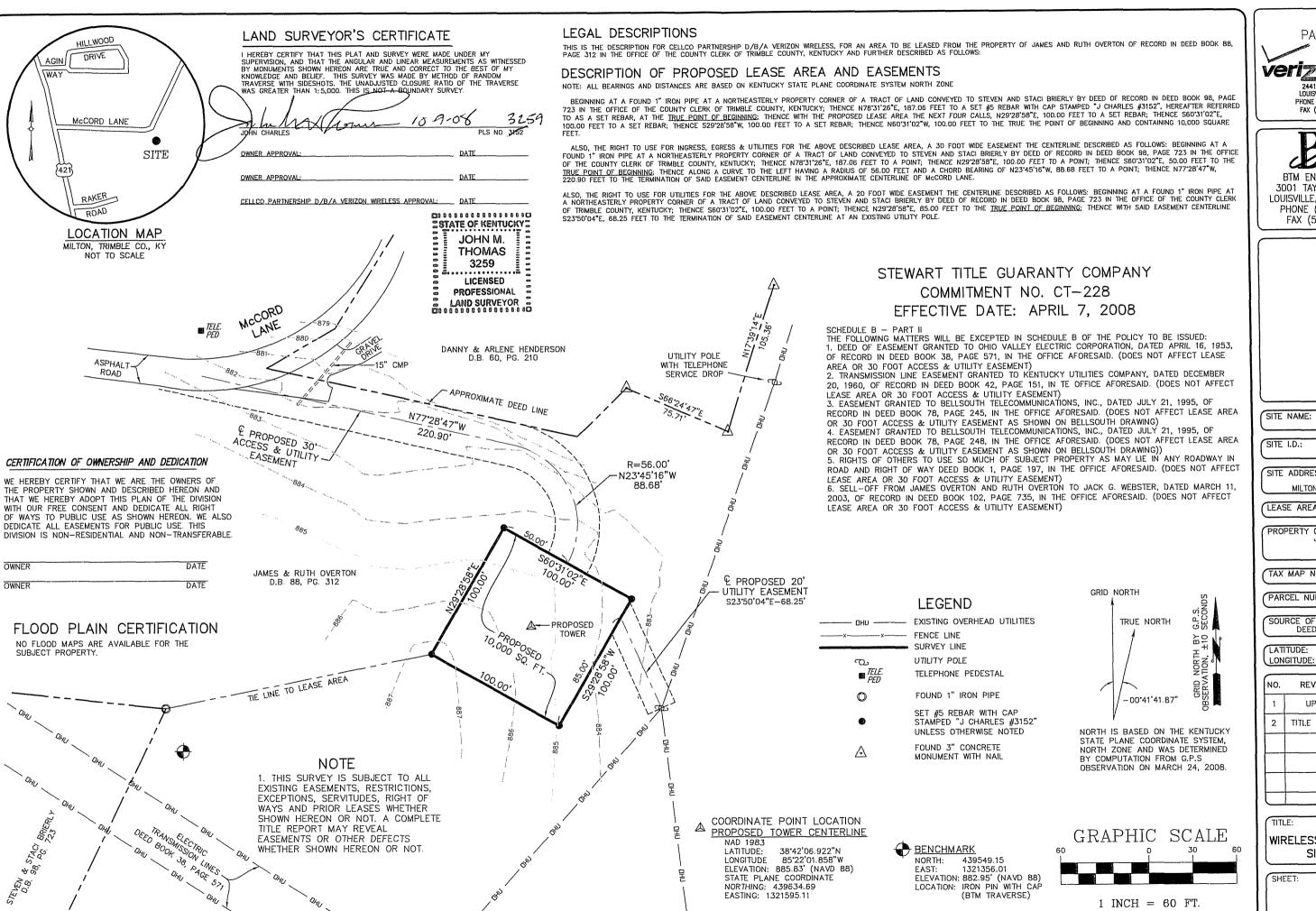
500' RADIUS OWNER LIST

SHEET:

C-1A

GENERAL NOTE:

THE PROPERTY OWNERS NAMES, ADDRESS AND DEED INFORMATION SHOWN HEREON WERE OBTAINED FROM THE RECORDS OF TRIMBLE COUNTY, KY PROPERTY VALUATION ADMINISTRATION OFFICE ON 3/24/08. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESS DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.



CELLCO PARTNERSHIP D/B/A

verizon wireless

2441 HOLLOWAY RD IDUISVILLE, KY 40299 PHONE (502) 552-0330 FAX (502) 266~7548

3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459-8402 FAX (502) 459-8427

MILTON

SITE ADDRESS:

ADDRESS: 497 McCORD LANE MILTON, TRIMBLE CO., KY 40045

LEASE AREA:

10,000 SQ. FT.

PROPERTY OWNER: JAMES & RUTH OVERTON 2636 LIBERTY ROAD MILTON, KY 40045

TAX MAP NUMBER:

PARCEL NUMBER:

SOURCE OF TITLE:
DEED BOOK 88, PAGE 312

14

10

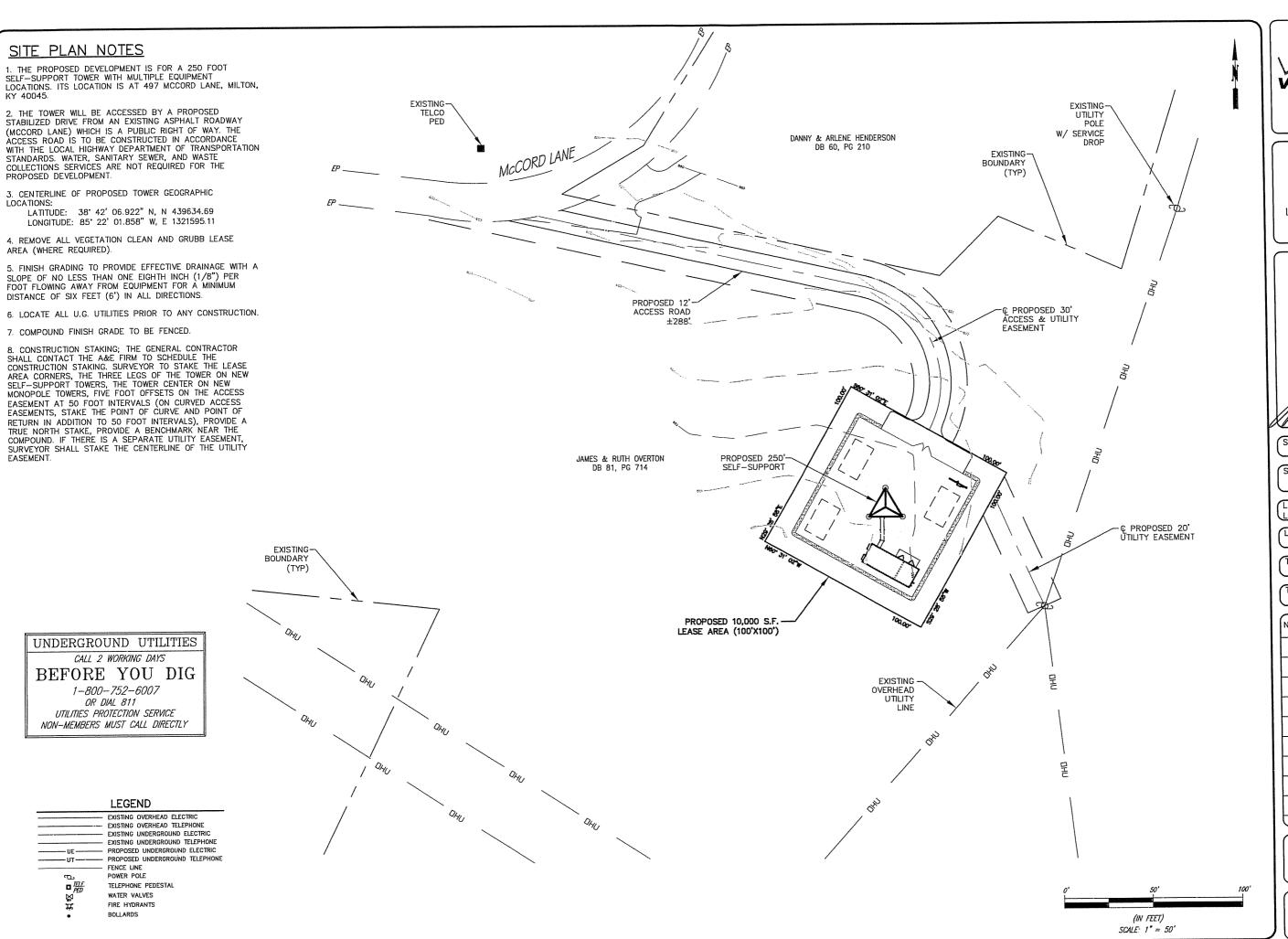
38' 42' 06.922"N 85° 22' 01.858"W

REVISION/ISSUE DATE UPDATE DEED 7/24/08 7/2/08 TITLE COMMENTS

WIRELESS COMMUNICATION SITE SURVEY

SHEET:

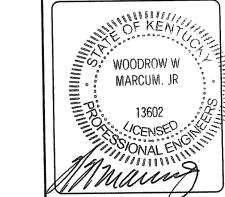
C-2







BTM ENGINEERING, INC. 3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459-8402 FAX (502) 459-8427



SITE NAME:

SITE ADDRESS:

497 McCORD LANE MILTON, KY 40045

SELF-SUPPORT

250'

MILTON

38° 42' 06.922" N 85° 22' 01.858" W LONGITUDE:

LEASE AREA:

10,000 SQ. FT.

TOWER TYPE:

TOWER HEIGHT:

NO	REVISION/ISSUE	DATE
1	ISSUE FOR ZONING	10/09/08
<u> </u>		
		<u> </u>
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(1

OVERALL SITE LAYOUT

SHEET:

SITE PLAN NOTES

- 1. THE PROPOSED DEVELOPMENT IS FOR A 250 FOOT SELF-SUPPORT TOWER WITH MULTIPLE EQUIPMENT LOCATIONS ITS LOCATION IS AT 497 MCCORD LANE, MILTON, KY 40045.
- 2. THE TOWER WILL BE ACCESSED BY A PROPOSED STABILIZED DRIVE FROM AN EXISTING ASPHALT ROADWAY (MCCORD LANE) WHICH IS A PUBLIC RIGHT OF WAY. THE ACCESS ROAD IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL HIGHWAY DEPARTMENT OF TRANSPORTATION STANDARDS. WATER, SANITARY SEWER, AND WASTE COLLECTIONS SERVICES ARE NOT REQUIRED FOR THE PROPOSED DEVELOPMENT.
- 3. CENTERLINE OF PROPOSED TOWER GEOGRAPHIC LOCATIONS: LATITUDE: 38° 42' 06.922" N, N 439634.69 LONGITUDE: 85° 22' 01.858" W, E 1321595.11
- 4. REMOVE ALL VEGETATION CLEAN AND GRUBB LEASE AREA (WHERE REQUIRED).
- 5 FINISH GRADING TO PROVIDE EFFECTIVE DRAINAGE WITH A SLOPE OF NO LESS THAN ONE EIGHTH INCH (1/8") PER FOOT FLOWING AWAY FROM EQUIPMENT FOR A MINIMUM DISTANCE OF SIX FEET (6") IN ALL DISPOSIONS
- 6. LOCATE ALL U.G. UTILITIES PRIOR TO ANY CONSTRUCTION.
- 7. COMPOUND FINISH GRADE TO BE FENCED.
- B CONSTRUCTION STAKING; THE GENERAL CONTRACTOR SHALL CONTACT THE A&E FIRM TO SCHEDULE THE CONSTRUCTION STAKING. SURVEYOR TO STAKE THE LEASE AREA CORNERS, THE THREE LEGS OF THE TOWER ON NEW SELF—SUPPORT TOWERS, THE TOWER CENTER ON NEW MONOPOLE TOWERS, FIVE FOOT OFFSETS ON THE ACCESS EASEMENT AT 50 FOOT INTERVALS (ON CURVED ACCESS EASEMENTS, STAKE THE POINT OF CURVE AND POINT OF RETURN IN ADDITION TO 50 FOOT INTERVALS), PROVIDE A TRUE NORTH STAKE, PROVIDE A BENCHMARK NEAR THE COMPOUND. IF THERE IS A SEPARATE UTILITY EASEMENT, SURVEYOR SHALL STAKE THE CENTERLINE OF THE UTILITY EASEMENT.

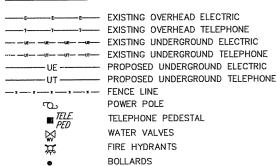
UNDERGROUND UTILITIES

CALL 2 WORKING DAYS

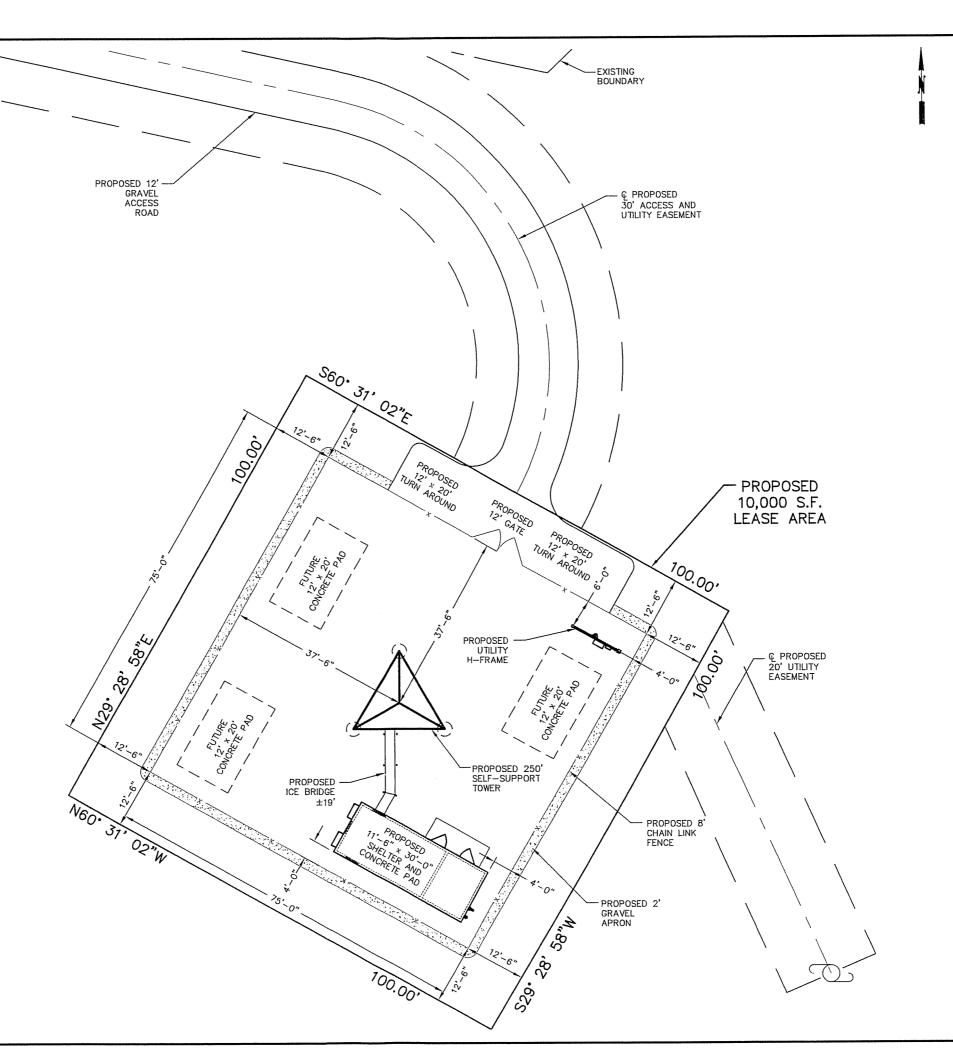
BEFORE YOU DIG

1-800-752-6007 OR DIAL 811 UTILITIES PROTECTION SERVICE NON-MEMBERS MUST CALL DIRECTLY

LEGEND





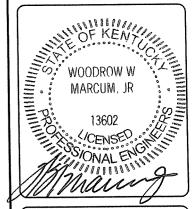




2441 HOLLOWAY RD LOUISVILLE, KY 40299 PHONE (502) 552-0330 FAX (502) 266-7548



BTM ENGINEERING, INC. 3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459-8402 FAX (502) 459-8427



SITE NAME:

SITE ADDRESS:

497 McCORD LANE MILTON, KY 40045

MILTON

LATITUDE: 38' 42' 06.922" N LONGITUDE: 85' 22' 01.858" W

LEASE AREA:

10,000 SQ. FT.

SELF-SUPPORT

250'

TOWER TYPE:

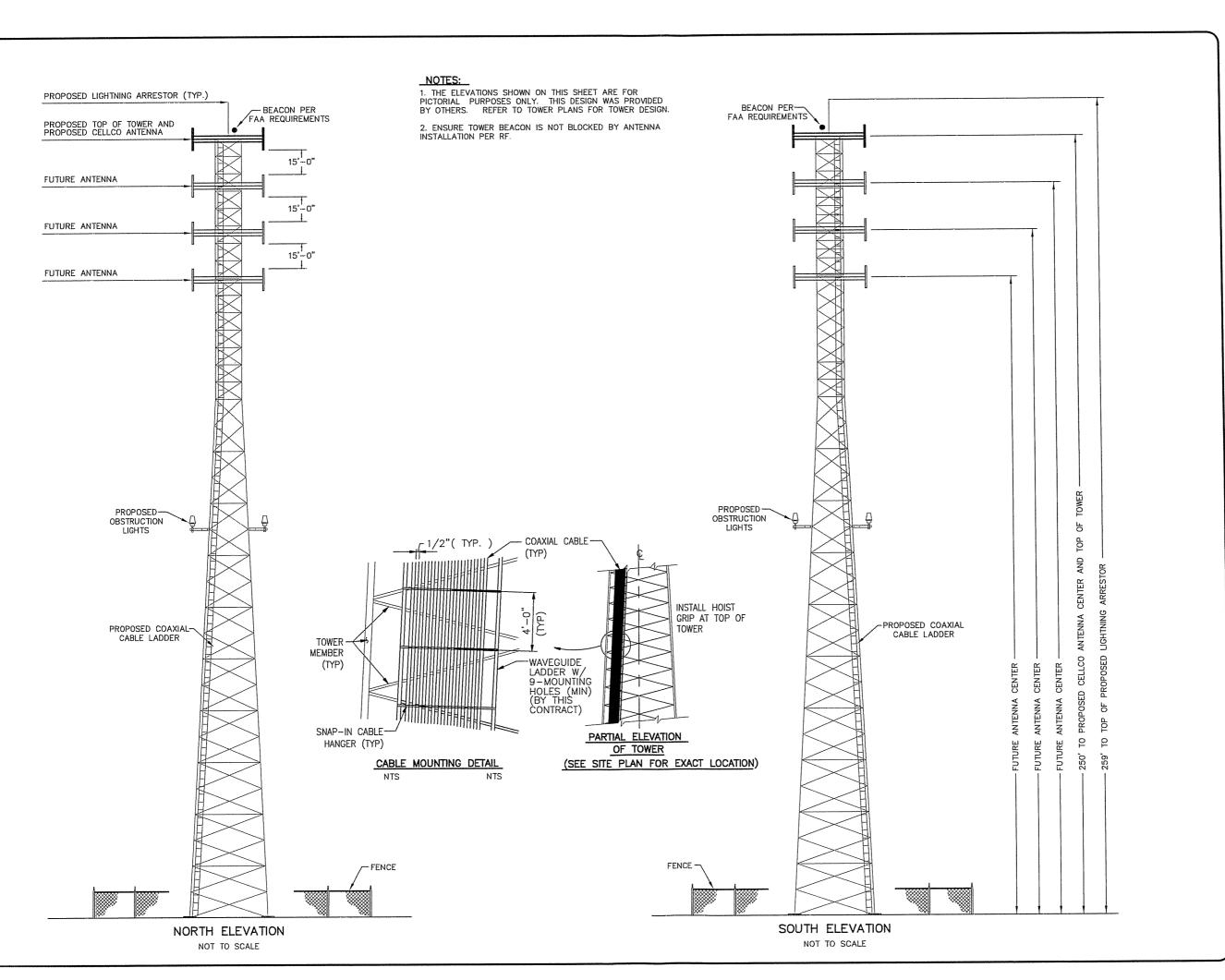
TOWER HEIGHT:

NO	REVISION/ISSUE	DATE
1	ISSUE FOR ZONING	10/09/08
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TITLE:

SITE LAYOUT

SHEET:





2441 HOLLOWAY RD LOUISVILLE, KY 40299 PHONE (502) 552-0330 FAX (502) 266-7548



BTM ENGINEERING, INC. 3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459-8402 FAX (502) 459-8427



SITE NAME:

MILTON

SITE ADDRESS:

497 McCORD LANE MILTON, KY 40045

SELF-SUPPORT

250'

LATITUDE: 38° 42′ 06.922″ N LONGITUDE: 85° 22′ 01.858″ W

LEASE AREA:

10,000 SQ. FT.

TOWER TYPE:

TOWER HEIGHT:

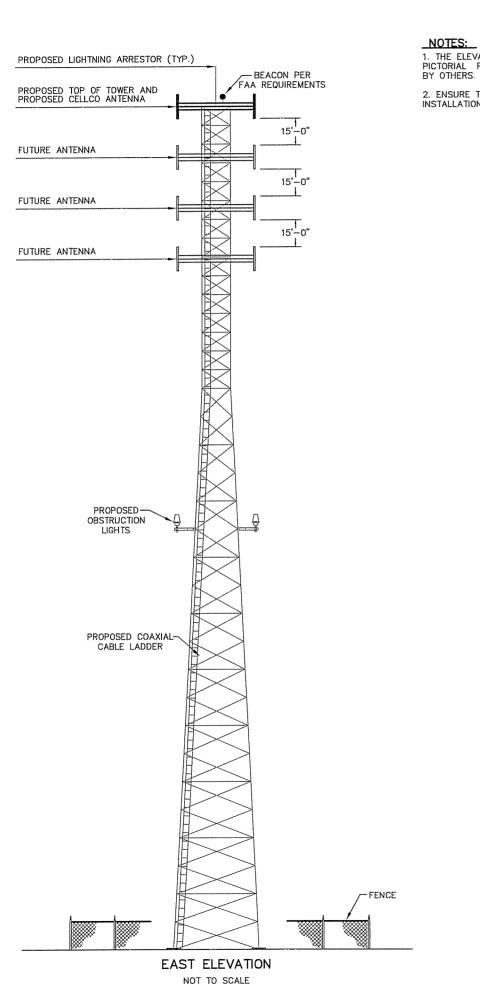
NO REVISION/ISSUE DATE

1 ISSUE FOR ZONING 10/09/08

TITLE:

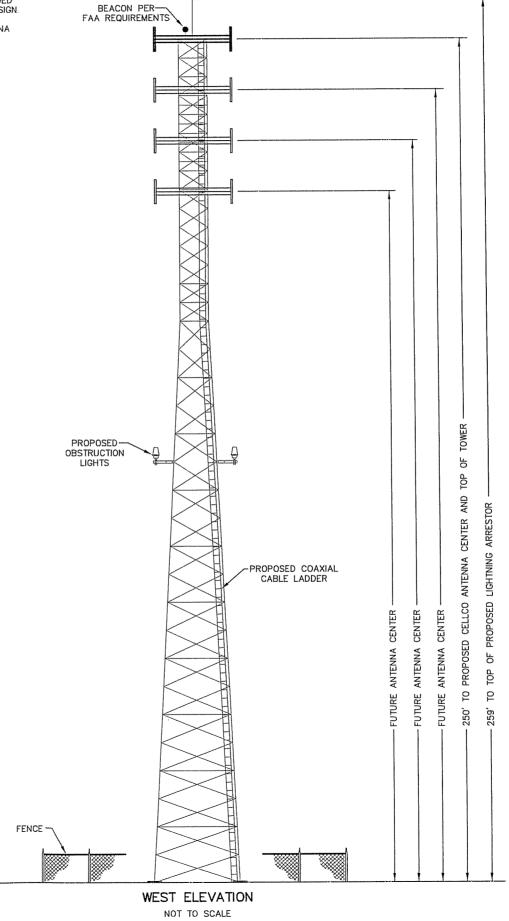
NORTH & SOUTH ELEVATIONS

SHEET:



1. THE ELEVATIONS SHOWN ON THIS SHEET ARE FOR PICTORIAL PURPOSES ONLY. THIS DESIGN WAS PROVIDED BY OTHERS. REFER TO TOWER PLANS FOR TOWER DESIGN.

2. ENSURE TOWER BEACON IS NOT BLOCKED BY ANTENNA INSTALLATION PER RF.

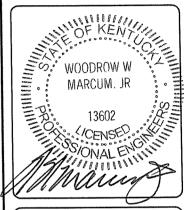




2441 HOLLOWAY RD LOUISVILLE, KY 40299 PHONE (502) 552-0330 FAX (502) 266-7548



BTM ENGINEERING, INC. 3001 TAYLOR SPRINGS DR LOUISVILLE, KENTUCKY 40220 PHONE (502) 459-8402 FAX (502) 459-8427



SITE NAME:

MILTON

SITE ADDRESS:

497 McCORD LANE MILTON, KY 40045

10,000 SQ. FT.

SELF-SUPPORT

250'

LATITUDE: 38° 42′ 06.922″ N LONGITUDE: 85° 22′ 01.858″ W

LEASE AREA:

TOWER TYPE:

TOWER HEIGHT:

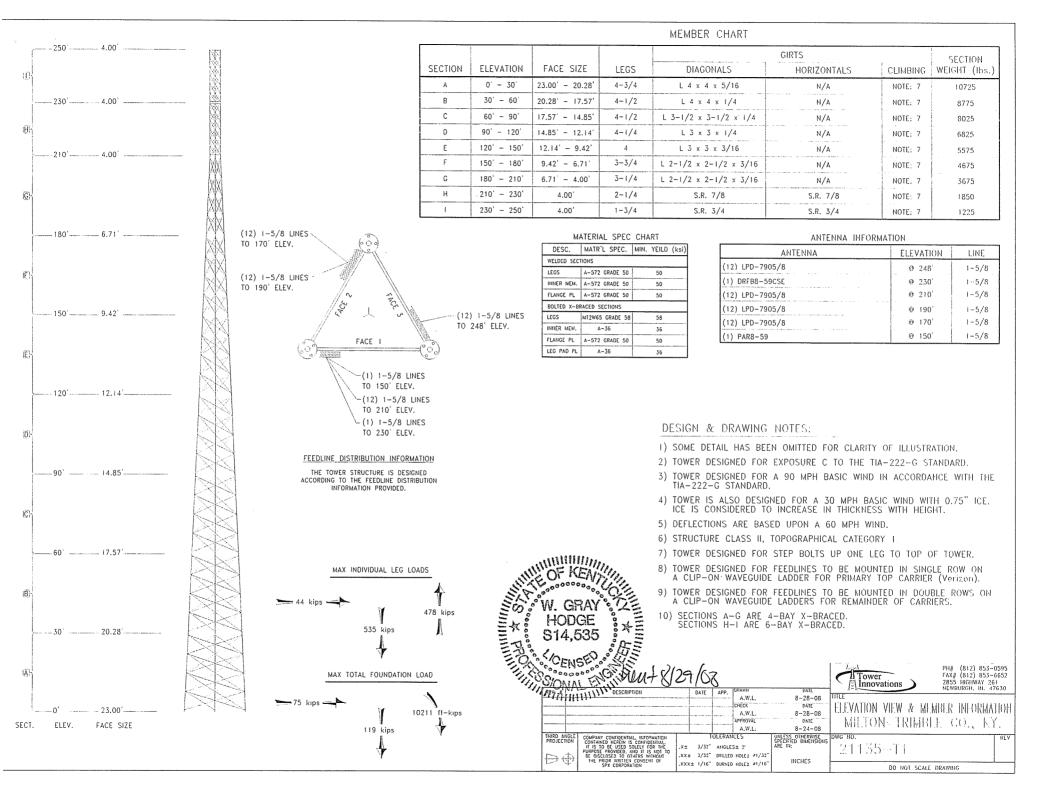
ИО	REVISION/ISSUE	DATE
1	ISSUE FOR ZONING	10/09/08
⊢		

TITLE:

EAST & WEST ELEVATIONS

SHEET:

EXHIBIT C TOWER AND FOUNDATION DESIGN



PAD

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#9 GRADE 60	39'	188	7332'

PIER (verts) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D	
#9 GRADE 60	7'-11"	72	570	

PIER (ties) (Total for 3 Piers)

REBAR SIZE	REBAR LENGTHS	# OF REBAR	TOTAL FT. REQ'D
#4 GRADE 60	42" ø	27	297'

APPROXIMATE CONCRETE REQ'D = 125 yd⁵

REBAR SPLICING CHART

BAR SIZE	SPLICE LENGTH BOTTOM BARS	SPLICE LENGTH TOP BARS
#3	19"	25"
#4	25"	33"
#5	31"	41"
#6	37"	49"
#7	#7 54"	
#8	62"	81"
#9	70"	91"
#10	78"	102"
#11	85"	111"

SPLICING NOTES:

- STAGGER ALL SPLICES.
- 2) SPLICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPLICE.
- 3) SPLICE REBAR ONLY WHEN NECESSARY.

TOWER AXIS 20 AT CENTER OF THE PAD 10 **VERTS** 71" BEND RADIUS PER ACI 318-05 USE EPOXY BONDING AGENT IF PIERS & PAD ARE POURED SEPARATELY GRADE |-(24) PCS #9 VERTS PER PIER #3 SPIRAL WRAP OR TIES @ 9" C-C CAN 6'~6" FOR PIER REBAR 4" APP PH# (812) 853-0595 FAX# (812) 853-6652 2855 HIGHWAY 261 Ţower Innovations NEWBURGH, IN. 47630 With the state of A.W.L. 8-28-08 PAD & PIER FOUNDATION (OPT CHECK A.W.L. 8-28-08 APPROVAL MICTON-TRIMBLE CO., KY A.W.L. 8-28-08 TOLFRANCES 21135 F1 x± 3/32" ANGLES+ 7 XX± 3/32" DRILLED HOLE± #1/32

INCHES

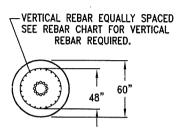
DO NOT SCALE DRAWING

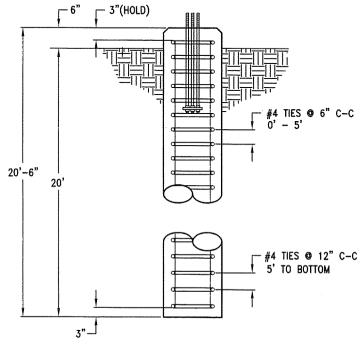
XXX± 1/16" BURNED HOLE± #1/16

10"

NOTES:

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACI 301 AND ACI318.
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-05 AND ANSI/TIA-222-G STANDARDS UTILIZING THE SOILS REPORT PREPARED BY FStan. PROJ. NO. 08-5188. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
- 3) ALL CONCRETE SHALL BE 4000 PSI AT 28 DAYS. CYLINDERS SHALL BE PROPERLY CAST WITH COPIES OF THE TEST REPORTS GOING TO THE RESIDENT ENGINEER/INSPECTOR.
- 4) ALL ADMIXTURES MUST BE ADDED SEPARATELY INTO FRESH CONCRETE AND SUFFICIENTLY MIXED. A NON-CORROSIVE CONCRETE SET ACCELERATE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE C. A WATER REDUCING ADMIXTURE MAY BE UTILIZED IN COMPLIANCE WITH ASTM 494 TYPE A.
- 5) ALL BACKFILL SHALL BE PLACED IN 9 INCH LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY AS MEASURED BY ASTM D-698 UNLESS MORE STRINGENT COMPACTION IS REQUIRED BY THE SOIL REPORT.
- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES I INCH.





REBAR SPLICING CHART

BAR SIZE	SPLICE LENGTH	
3	25"	
4	33"	
5	41"	
6	49" 71"	
7		
8	81"	
9	91"	
10	102"	
11	111"	

SPLICING NOTES:

- 1) STAGGER ALL SPLICES.
- 2) SPLICE CHART IS BASED ON 4000 PSI CONCRETE AND CLASS B SPLICE.
- 3) SPLICE REBAR ONLY WHEN NECESSARY.

REBAR CHART (1)-CAISSON

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	20'	N/A	24	480'
TIES	#4 GRADE 60	N/A	48" ø	24	302'

REBAR CHART (3)-CAISSONS

REBAR	REBAR SIZE	REBAR LENGTHS	REBAR DIA.	pcs. OF REBAR	TOTAL FT.
VERTS	#9 GRADE 60	20'	N/A	72	1440'
TIES	#4 GRADE 60	N/A	48" ø	72	906'

APPROXIMATE CONCRETE REO'D PER CAISSON = 15 YD3 TOTAL CONCRETE = 45 YD^3

NOTES:

WANTED THE

- 1) ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ACL 301 AND ACI318
- 2) THIS FOUNDATION IS DESIGNED TO CONFORM ACI 318-05 AND ANSI/TIA-222-G STANDARDS UTILIZING THE SOILS REPORT PREPARED BY FStan, PROJ NO. 08-5188. A COPY SHALL BE PROVIDED TO THE FOUNDATION CONTRACTOR. SOIL CONDITIONS THAT DIFFER FROM THOSE DESCRIBED IN THE REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER/INSPECTOR. ALL COMMENTS OR RECOMMENDATIONS REGARDING CONSTRUCTION TESTING OR CONSTRUCTION MONITORING SHALL BE STRICTLY FOLLOWED.
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- 6) MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
- 7) CROWN TOP OF PIER FOR DRAINAGE AND CHAMFER ALL EXPOSED CONCRETE EDGES 1 INCH.

PH# (812) 853-0595 FAX# (812) 853-6652 2855 HIGHWAY 261 NEWBURGH, IN. 47630

- 8) SEE TEMPLATE DRAWING & TEMPLATE DESIGN CHART FOR TOWER LAYOUT DIMENSIONS. USE OF TEMPLATE IS REQUIRED TO INSURE PROPER LOCATION AND ORIENTATION OF
- 9) LIMESTONE BEDROCK WILL BE ENCOUNTERED AT APPOXIMATELY 13' BELOW GRADE. SEE GEOTECHNICAL ENGINEERING STUDY.

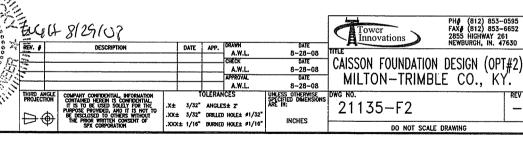


EXHIBIT D COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST AND MAP OF LIKE FACILITIES IN VICINITY

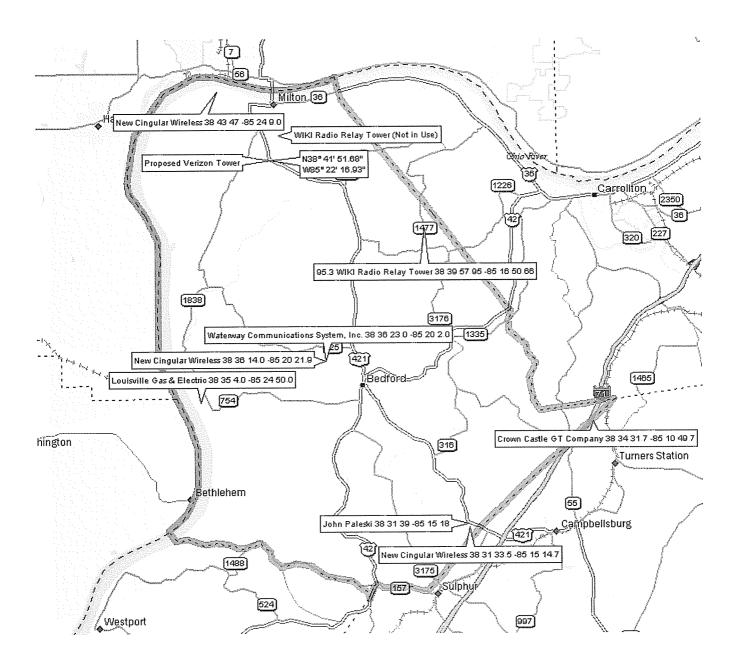


EXHIBIT E CO-LOCATION REPORT



Verizon Wireless 250 E 96th St Ste 175 Indianapolis, IN 46240

October 6, 2008 Kentucky PSC

RE:

Proposed Verizon Wireless Communications Facility

Site Name: Milton

To Whom It May Concern:

As a radio frequency engineer for Verizon Wireless, I am providing this letter to state the need for the Verizon Wireless site called Milton and its compliance to RF emission standards as set by FCC. The Milton cell site is necessary to improve our ability to achieve intra-network handoff between the Campbellsburg and IN9_Madison_HD sites by increasing the RF level on US 421 N highway i.e. handoff between KY7 RSA and IN9 Decatur RSA by increasing RF level on US 421 N highway & neighborhood roads. This site is necessary to provide coverage that cannot be established in any other manner. It is designed to provide coverage along US 421 N highway & State Highway 36, as well as most of the surrounding area. The site provides contiguous coverage between Milton and Madison city.

Each cellular site covers a limited area, depending on site configuration and the surrounding terrain. Cell sites are built in an interconnected network. This means each cell site must be located so that their respective coverage areas are contiguous. This provides uninterrupted communications throughout the coverage area.

Verizon Wireless makes every effort to investigate the feasibility for using existing towers or other tall structures for collocation when designing a new site or system expansion, since collocation is generally the most cost-effective means for prompt deployment of new facilities. However, collocation on an existing tower or tall structure is not always possible. In some cases limitations present themselves that make a collocation on an existing tower impossible. In the Milton case, the City of Milton Water Tank was available to pursue, but after extensive testing revealed that the collocation water tower is much lower in height and would not provide adequate coverage on US 421 N highway to carry on the handoff mentioned above.

The Milton site will allow Verizon Wireless to provide contiguous service on US 421 N highway & State Highway 36 in the Milton City area. The site will provide the quality coverage our customers expect and rely on. Customers will experience access to mobile voice and wireless data services previously unavailable, and support Homeland Security through enhanced 911 services.

This cell site has been designed, and will be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

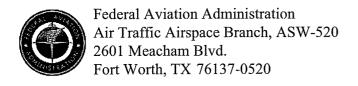
Sincerely,

Andy Parimi

Contract RF Engineer for Verizon Wireless

cc: Pike Legal Group, PLLC

EXHIBIT F FAA APPROVAL



Issued Date: 07/22/2008

Gail Crider Cellco Partnership 1120 Sanctuary Pkwy, Ste 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 Milton

Location: Milton, KY

Latitude: 38-42-06.92N NAD 83

Longitude: 85-22-01.86W

Heights: 259 feet above ground level (AGL)

1145 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:

<u></u>	At least 10 days prior to start of construction (7460-2, Part I)
\mathbf{X}	Within 5 days after the construction reaches its greatest height (7460-2, Part II

This determination expires on 01/22/2010 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-3802-OE.

Signature Control No: 584825-102343688 (DNE)

Katie Venticinque Technician

Attachment(s)
Frequency Data

Frequency Data for ASN 2008-ASO-3802-OE

	LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
-	TREQUERCE	TREQUERTOR	OILL	AAA.	OTIL
	824	849	MHz	500	W
	869	894	MHz	500	W
	1850	1910	MHz	1640	W
	1930	1990	MHz	1640	W

EXHIBIT G KENTUCKY AIRPORT ZONING COMMISSION APPROVAL

milton



KENTUCKY AIRPORT ZONING COMMISSION

STEVE BESHEAR **GOVERNOR**

90 AIRPORT ROAD FRANKFORT, KY

www.transportation.ky.gov/aviation 502 564-4480

September 19, 2008

APPROVAL OF APPLICATION

APPLICANT: CELLCO PARTNERSHIP CELLCO PARTNERSHIP 1120 Sanctuary Pkwy, Suite 150 Alpharetta, GA 30009

SUBJECT: AS-112-LOU-2008-133

STRUCTURE:

Antenna Tower

LOCATION:

Milton, KY

COORDINATES: 38° 42' 6.92" N / 85° 22' 1.86" W

HEIGHT:

259' AGL/1144.8'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 259' AGL/ 1144.8' AMSL Antenna Tower near Milton, KY 38° 42' 6.92" N / 85° 22' 1.86" W.

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

M-Dual Lighting is required.

JOHN HOULIHAN **ADMINISTRATOR**



EXHIBIT H GEOTECHNICAL REPORT



GEOTECHNICAL ENGINEERING STUDY

Proposed Milton Tower Site N38° 42' 06.922" W85° 22' 01.858" 497 McCord Lane, Milton, Trimble County, Kentucky Project No. 08-5188

FStan Land Surveyors & Consulting Engineers 2315 Crittenden Drive PO Box 17546 Louisville, KY 40217 Phone: (502) 636-5111 Fax: (502) 636-5263

Prepared For:

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

Date: March 27, 2008 Revised: October 6, 2008 Revised: October 13, 2008



March 27, 2008

Amy Harper CELLCO Partnership dba Verizon Wireless 2441 Holloway Road Louisville, Kentucky 40299

Re: Geotechnical Engineering Study

Proposed 250-foot Self-Support Tower with a 9' Lightening Arrestor

CELLCO Partnership dba Verizon Wireless Site Name: Milton

N38° 42' 06.922" / W85° 22' 01.858"

497 McCord Lane, Milton, Trimble County, Kentucky

Project No. 08-5188

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,

Elizabeth W. Stuber, P.E. Geotechnical Engineer

Kentucky License No.: 21636

Copies submitted: (3) Ms. Amy Harper

LETTER OF TRANSMITTAL

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APPENDIX

BORING LOCATION PLAN GEOTECHNICAL BORING LOG SOIL SAMPLE CLASSIFICATION

GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed 250-foot Telecommunications Self-Support Tower with a 9' Lightening Arrestor

CELLCO Partnership dba Verizon Wireless Site Name: Milton N38° 42' 06.922" / W85° 22' 01.858"
497 McCord Lane, Milton, Trimble County, Kentucky
Project No. 08-5188

1. PURPOSE AND SCOPE

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

2. PROJECT CHARACTERISTICS

CELLCO Partnership dba Verizon Wireless is proposing to construct a 250 feet tall communications self-support tower with a 9 foot lightening arrestor on property located at N38° 42' 06.922" / W85° 22' 01.858", 497 McCord Lane, Milton, Trimble County, Kentucky. The site is located in a gently rolling corn field. The proposed tower location is shown on the Boring Location Plan in the Appendix.

Preliminary information provided us indicates that this project will consist of constructing a communications self-support tower 259 feet tall. We have assumed the following structural information:

- Compression (per leg) = 400 kips
- Uplift (Per Leg) = 300 kips
- Total shear = 80 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.

Milton March 27, 2008 Revised: October 6, 2008 Revised: October 13, 2008

Site Geology

The Kentucky Geologic Quadrangle map indicates that the site was underlain by the Middle Silurian aged Louisville Limestone Formation. This formation is typically shades of light-gray to light-olive-gray, fine to very coarse grained dolomitc limestone with some shale partings. The Louisville Limestone formation is known for some karst activity, however, no depressions or

sinkholes were shown mapped on the topographic map of the quadrangle.

3. SUBSURFACE CONDITIONS

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

paragraphs.

About 3 to 4 inches of topsoil were encountered at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low to medium plasticity to auger refusal depths ranging from 13 to 13.5 feet below the existing ground surface. The SPT N-values in the clayey soils ranged from 6 to 27 blows per foot indicating a medium stiff to very stiff consistency that generally increased with depth. Chert fragments were encountered near auger refusal. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling

method.

The refusal material was cored from 13.5 to 40 feet below the ground surface in Boring 1. The core runs generally revealed hard, light gray limestone that was slightly weathered and vuggy with depth. Some chert fragments were encountered between about 13.5 and 25 feet. The recoveries of the rock cores were 100 percent and the RQD values ranged from 51 to 77 percent. These values generally

represent good to very good quality rock from a foundation support viewpoint.

Milton March 27, 2008 Revised: October 6, 2008 Revised: October 13, 2008

Observations made at the completion of drilling operations indicated the boring to be dry. It must

be noted, however, that short-term water readings in test borings are not necessarily a reliable

indication of the actual groundwater level. Furthermore, it must be emphasized that the

groundwater level is not stationary, but will fluctuate seasonally.

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of

the 2002 Kentucky Building Code, the site class is considered "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. FOUNDATION DESIGN RECOMMENDATIONS

The following design recommendations are based on the previously described project

information, the subsurface conditions encountered in our borings, the results of our laboratory

testing, empirical correlations for the soil types encountered, our analyses, and our experience. If

there is any change in the project criteria or structure location, you should retain us to review our

recommendations so that we can determine if any modifications are required. The findings of

such a review can then be presented in a supplemental report or addendum.

We recommend 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. Tower

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a

common mat foundation.

4.1.1. Drilled Piers

Drilled piers that bear in the limestone bedrock below a depth of about 15 feet can be designed for a net allowable end bearing pressure of 40,000 pounds per square foot (psf). The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The values provided for undrained shear strength and total unit weight are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 40 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below	pth Below Undrained Angle of Total Unit		Allowable Passive	Allowable	
Ground	Shear	Internal	Weight,	Soil Pressure,	Side Friction,
Surface, feet	Strength,	Friction,	pcf	psf/one foot of depth	psf
	psf	Ø, degrees			
0-5	2,000	0	120	1,200 + 40D	500
5 – 15	3,000	0	120	2,000 + 45(D-5)	800
15 - 40	20,000	0	135	12,500 + 45(D-15)	5000

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

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

Geotechnical Engineering Study Project Number 08-5188 Milton March 27, 2008 Revised: October 6, 2008

Revised: October 13, 2008

4.1.2. Mat Foundation

As an alternative, the tower could be supported on a common mat foundation bearing at a depth of

at least 5 feet in the very stiff clay. A net allowable bearing pressure of up to 4,000 pounds per

square foot may be used. This value may be increased by 30 percent for the maximum edge

pressure under transient loads. A friction value of 0.30 may be used between the concrete and the

underlying silty clay. The passive pressures given for the drilled pier foundation may be used to

resist lateral forces.

It is important that the mat be designed with an adequate factor of safety with regard to overturning

under the maximum design wind load.

4.2. Equipment Building

The equipment building may be supported on shallow spread footings bearing in the shallow silty

clay and designed for a net allowable soil pressure of 3,000 pounds per square foot. The footings

should be at least ten inches wide. If the footings bear on soil they should bear at a depth of at

least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil

should be removed beneath footings.

The floor slab for the new equipment building may be subgrade supported on a properly prepared

subgrade. The slab should be designed and adequately reinforced to resist the loads proposed.

The exposed subgrade should be carefully inspected by probing and testing as needed. Any

organic material still in place, frozen or excessively soft soil and other undesirable materials

should be removed.

Once the subgrade has been properly prepared and evaluated, fill may be placed to attain the

desired final grade. Any non-organic, naturally occurring, non-expansive soils can be used for

structural fill, including those encountered on this site, pending evaluation by the geotechnical

engineer.

Milton March 27, 2008 Revised: October 6, 2008

Revised: October 13, 2008

All engineered fill should be compacted to a dry density of at least 98 percent of the standard

Proctor maximum dry density (ASTM D698). The compaction should be accomplished by

placing the fill in about eight inch loose lifts and mechanically compacting each lift to at least the

specified density. Field tests should be performed on each lift as necessary to insure that adequate

compaction is being achieved.

4.3. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the

shelter building and not allowed to pond. It is recommended that all foundation concrete be

placed the same day the excavation is made.

At the time of this investigation, groundwater was not encountered. Therefore, no special

provisions regarding groundwater control are considered necessary for the proposed structures.

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction.

Although only minor variations that can be readily evaluated and adjusted for during construction

are anticipated, it is recommended the geotechnical engineer or a qualified representative be

retained to perform continuous inspection and review during construction of the soils-related

phases of the work. This will permit correlation between the test boring data and the actual soil

conditions encountered during construction.

5.1. Foundation Excavation Inspection

5.1.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

• Clean the foundation bearing area so it is nearly level or suitably benched and

is free of ponded water or loose material.

- Provide a minimum drilled shaft diameter of 36 inches to reasonably enter the drilled shaft excavation for cleaning, bottom preparation and inspection.
- Make provisions for ground water removal from the drilled shaft excavation.
 While the borings were dry prior to rock coring and significant seepage is not
 anticipated, the drilled pier contractor should have pumps on hand to remove
 water in the event seepage into the drilled pier is encountered.
- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion, and to allow workers to safely enter, clean and inspect the drilled shaft.
- Inspect the drilled shaft excavation after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Clean the socket "face" prior to concrete placements. Cleaning will require hand cleaning or washing if a mud smear forms on the face of the rock. The geotechnical engineer should approve the rock socket surface prior to concrete placement.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

Milton March 27, 2008 Revised: October 6, 2008

Revised: October 13, 2008

5.2 **Fill Compaction**

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being

achieved.

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

5.3 **Construction Dewatering**

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

FIELD INVESTIGATION

Three soil test borings were drilled based 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 all test borings. The borings were extended to auger refusal depths ranging between 13 and 13.5 feet. A sample of the refusal material was cored in Boring 1 from

Milton March 27, 2008 Revised: October 6, 2008 Revised: October 13, 2008

13.5 to 40 feet below the ground surface. 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 sheet defining the terms and symbols

used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs

present visual descriptions of the soil strata encountered, Unified System soil classifications,

groundwater observations, sampling information, laboratory test results, and other pertinent field

data and observations.

7 WARRANTY AND LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations

prepared in accordance with generally accepted geotechnical engineering principles and practices.

This warranty is in lieu of all other warranties, either express or implied. FStan is not responsible

for the independent conclusions, opinions or recommendations made by others based on the field

exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed

from information obtained from test borings, which depict subsurface conditions only at the

specific locations, times and depths shown on the log. Soil conditions at other locations may differ

from those encountered in the test borings, and the passage of time may cause the soil conditions to

change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not

become evident until the course of construction. Construction monitoring by the geotechnical

engineer or a representative is therefore considered necessary to verify the subsurface conditions

and to check that the soils connected construction phases are properly completed. If significant

variations or changes are in evidence, it may then be necessary to reevaluate the recommendations

of this report. Furthermore, if the project characteristics are altered significantly from those

Geotechnical Engineering Study Project Number 08-5188 Milton March 27, 2008 Revised: October 6, 2008 Revised: October 13, 2008

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

FS and

FStan Land Surveyors and Consulting Engineers P.O. Box 17546 2315 Crittenden Drive

Louisville, KY 40217 (502) 636-5866 (502) 636-5263

Geotechnical **Boring Log**

Boring No: **B-1**

Client: Cellco Partnership dba Verizon Wireless Project Number: 08-5188 Project: Proposed Milton Tower Drilling Firm: Hoosier Drilling Location: 38° 42' 06.922" / 85° 22' 01.858" Project Manager: Elizabeth Stuber Date Started: 3/24/2008 Total Depth of Boring: 40 ft Date Completed: 3/24/2008 DRY on rods Boring Method: HSA 3 1/4" NA at completion

Surface Elevation: NA				NA N	NA h	ours afte	n			
Layer Depth	Legend	Material Description	Depth Scale		L	Sample I		PP	W	Remarks
ft 0.3		- TOPSOIL - SILTY CLAY (CL) Medium stiff, light brown	ft -	No.	Type SS	3-2-4	Rec. %	tsf	%	
3.0-		- stiff, light brown, gray mottled	- 5-	2	ss	7-9-6	100			
			-	3	ss	5-6-9	33			
			- 10- -	4	ss	5-7-9	22			
13.0 13.5		- CHERT with limestone fragments - LIMESTONE hard, slightly weathered, light gray,	-							
		some chert fragments.	15- - -							
			- - 20-	5	RC		100			RQD = 70%
			-							
25.0		- vuggy	25 -							
			30-	6	RC		100			RQD = 77%
			-							
			35-							
			-	7	RC		154			RQD = 51%
40.0		Bottom of Boring at 40 ft	40-	-						
			_							



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Geotechnical **Boring Log**

Boring No: **B-2**

Client: Cellco Partnership dba Verizon Wireless				Project Number: 08-5188							
Project: Proposed Milton Tower						n: Hoos	****************		ng		
Location: 38° 42' 06.922" / 85° 22' 01.858"					Project Manager: Elizabeth Stuber						
Date Started: 3/24/2008					Total Depth of Boring: 13 ft						
Date C	ompl	eted: 3/24/2008		DRY	on '	rods					
Boring	Meth	od: HSA 3 1/4"		NA a	at co	mpletior	1				
Surfac	T	vation: NA		1 AN	NA h	ours afte	er co	ompl	letio	n	
Layer Depth	Legend	Material Description	Depth Scale		·	Sample I				Remarks	
ft			ft	No.	Туре	Blows	Rec.	PP tsf	W %	remains	
0.4-		- TOPSOIL - SILTY CLAY (CL) medium stiff, moist, light brown to gray mottled.	_	1	SS	4-4-5	100				
3.5-			-			4-4-3	100				
0.0		- Very stiff	- 5-	_ 2	ss	5-7-9	100				
			-	3	SS	7-8-10	89				
8.5-			_	1		7-0-10	09				
0.0		- trace chert fragments.	- 10-	4	ss	11-12-15	100				
			-								
13.0-		Bottom of Boring at 13 ft	-								
			- 15 - - -				***************************************				
			-								
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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**

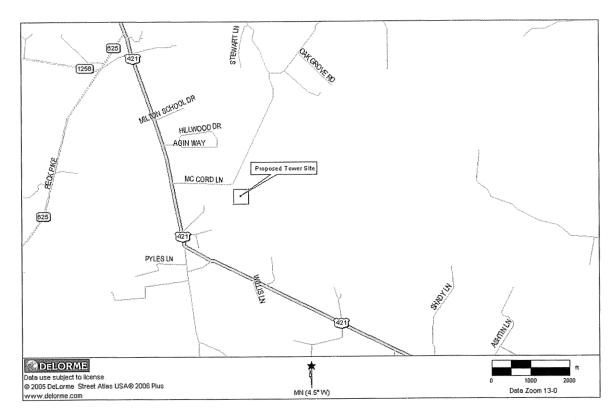
Boring No: **B-3**

Client: Cellco Partnership dba Verizon Wireless	Project Number: 08-5188					
Project: Proposed Milton Tower	Drilling Firm: Hoosier Drilling					
Location: 38° 42' 06.922" / 85° 22' 01.858"	Project Manager: Elizabeth Stuber					
Date Started: 3/24/2008	Total Depth of Boring: 13 ft					
Date Completed: 3/24/2008	DRY on rods					
Boring Method: HSA 3 1/4"	NA at completion					
Surface Elevation: NA	NA NA hours after completion					

Date Statted: 3/24/2006				Total Depth of Boring: 13 ft						
Date Completed: 3/24/2008				DRY on rods						
Boring Method: HSA 3 1/4"				NA	at co	mpletio	n			
	-	vation: NA		NA NA hours after completion						n
Layer Depth	Legend	Material Description	Depth Scale				Depth	Remarks		
ft			ft	No	э. Тур	Blows	Rec.	PP tsf	W %	remarks
0.4-		- TOPSOIL - SILTY CLAY (CL) -Medium stiff, moist, light brown		<u> </u>	ss	3-3-4	100			
3.5-		- very stiff, light brown to brown mottled			ss	6-7-13	100			
			5	3	ss	6-8-9	100			
				4		7-9-9	100			
10.0-		- trace chert fragments.	10			7-3-3	100			
13.0		Bottom of Boring at 13 ft								
		Bottom of Bonng at 13 ft								
			15	3						
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			20	=						
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EXHIBIT I DIRECTIONS TO WCF SITE

SITE NAME: MILTON DRIVING DIRECTIONS AND MAP



- From the Trimble County seat in Bedford at the corner of US 42 and US 421 travel north on US 42 approximately .2 of a mile
- Turn left on US 421
- Travel on US 421 approximately 9.5 miles to McCord Lane
- Turn Right onto McCord Lane
- Take McCord lane approximately .3 miles to 497 McCord Lane
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293

EXHIBIT J COPY OF REAL ESTATE AGREEMENT

LAND LEASE AGREEMENT

This Agreement, made thisday of	, 20between James D.
Overton and Ruth Overton, husband and wife, whose address is 2	2636 Liberty Road, Milton, KY
40045, hereinafter designated LESSOR and Cellco Partnership d	/b/a Verizon Wireless, with its
principal office located at One Verizon Way, Mail Stop 4AW10	0, Basking Ridge, New Jersey
07920 (telephone number 866-862-4404), hereinafter designated	LESSEE. The LESSOR and
LESSEE are at times collectively referred to hereinafter as the '	'Parties" or individually as the
"Party".	

- 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 497 McCord Lane, Milton, Trimble County, Kentucky 40045 and being described as a 100' x 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, McCord Lane, 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 shown on the Tax Map of the County of Trimble as parcel number 014-00-00-010.00 and is further described in Deed Book 88, Page 312 as recorded in the Office of the Clerk of Trimble County, Kentucky. 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. <u>SURVEY</u>. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. 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 James D. Overton and Ruth Overton 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 24 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the

date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

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.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. <u>EXTENSIONS</u>. 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 Land Lease Agreement-Milton (7/22/08)
011808LandLeaseAgreement

giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

- 5. <u>EXTENSION RENTALS</u>. Commencing on the fifth (5th) annual anniversary of the Commencement Date, and on each fifth (5th) annual anniversary thereafter during the Term, annual rental for each such additional five (5) year term shall be increased by an amount equal to all the experiment (15) of the annual rental payable with respect to the immediately preceding five (5) year term.
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least 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 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. LESSEE shall have the responsibility to pay any personal property, real TAXES. estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a

SITE NAME: Milton ATTY: Robert W. Grant

reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

- 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.
- 9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 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.

Land Lease Agreement-Milton (7/22/08) 011808LandLeaseAgreement

10. 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 injury to or death of one or more persons in any one occurrence and destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.
- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, 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.
- 12. <u>ANNUAL TERMINATION</u>. 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.
- 13. <u>INTERFERENCE</u>. 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

Land Lease Agreement-Milton (7/22/08) 011808LandLeaseAgreement

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.

- 14. 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 33 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.
- 15. <u>HOLDOVER</u>. 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 14 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 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to the time of the expiration or earlier termination.
- 16. <u>RIGHT OF FIRST REFUSAL</u>. 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) 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, 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.

- 17. <u>RIGHTS UPON SALE</u>. 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.
- 18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. 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.
- 20. <u>INTEGRATION</u>. 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.
- 21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

SITE NAME: Milton ATTY: Robert W. Grant

- 22. 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.
- 23. 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: James D. Overton

> Ruth Overton 2636 Liberty Road Milton, KY 40045

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.

- 24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however,

Land Lease Agreement-Milton

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 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 and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. 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.

26. <u>RECORDING</u>. 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.

27. 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.
- 28. 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.

29. 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 noncompliance 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.
- 30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within 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.
- 31. <u>CONDEMNATION</u>. 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.

- 32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. 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.
- 33. <u>APPLICABLE LAWS</u>. 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.
- 34. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 35. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

SITE NAME: Milton ATTY: Robert W. Grant

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

LESSOR:
James D. Overton
Date: 7-31-08
Date: 7-31-68
I ECCOD.
LESSOR:
Ruth Overton
Pan
Date: 7-31-08
1000. 7 27-00
LESSEE:
Cellco Partnership d/b/a Verizon Wireless
d/o/a verizon wireless
Ву:
Name: Beth Ann Drohan
Title: Midwest Area Vice President - Network
Date

[Acknowledgment Page Follows]

LESSOR ACKNOWLEDGMENT

STATE OF KENTUCKY			
COUNTY OF TRIMBLE) ss:)		
James D. Overton, who acknowle	ablic in and for said county and state, personally appeared dged that he did sign the foregoing instrument and that the BOF, I have hereunto set my hand and official seal this 31 mottant Public My commission expires 4.6.0		
LESSOR ACKNOWLEDGMENT			
STATE OF KENTUCKY)) ss:		
COUNTY OF TRIMBLE	,)		
Overton, who acknowledged that free act and deed. IN TESTIMONY WHERE	ablic in and for said county and state, personally appeared Ruth she did sign the foregoing instrument and that the same is his EOF, I have hereunto set my hand and official seal this		
day of	NOTARY PUBLIC My commission expires knowledgment Page Continues]		

Land Lease Agreement-Milton (7/22/08) 011808LandLeaseAgreement

LESSEE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)
Ann Drohan, the Midwest Area Vi	ablic in and for said county and state, personally appeared Beth ice President - Network of Cellco Partnership d/b/a Verizon she did sign the foregoing instrument and that the same is his
IN TESTIMONY WHERE day of	OF, I have hereunto set my hand and official seal this
	NOTARY PUBLIC
(Seal)	My commission expires

[Exhibit Pages Follow]

Land Lease Agreement-Milton (7/22/08) 011808LandLeaseAgreement

EXHIBIT 66A99

PARCEL NO. I: (140 acre Crim place)

That certain real estate located near Milton, Trimble County, Kentucky, abutting U. S. 421 and Welty or McCord lane, bounded as follows:

Tract #1:

Located in Trimble County, Kentucky on the waters of Canip Creek, bounded as follows: Beginning at a poplar stump at the mouth of Isom Overton's land, Northeast corner of Bird's Military survey; thence N. 83 W. 62 poles to a stone; thence N. 16 W. 90 poles to a beech; thence N-97 E. 284 poles to a stone in Ward's line; thence S. 26 W. 31-1/3 poles to a hickory; thence S. 30 W. 42-1/2 poles to an elm near a branch; thence S. 11-1/2 W. 16 poles to an ash stump; thence S. 79 W. 160 poles to the beginning, containing One Hundred Forty-Five (145) Acres and 96 poles, more or less, ALSO: A small piece of land on which there is a spring cut off of the northeast corner of Elliott Vawter's old tract, supposed to contain seven (7) acres and 70 poles, more or less, and adjoins the first tract, this being a sale in gross is taken for more or less.

There is EXCEPTED from Tract #I, the following two tracts.

Exception No. 1: BEGINNING at a stone, corner to A. G. Browning and John Neal; thence in an Easternly course 100 yards, more or less; thence North 150 yards; thence West 100 yards, more or less to the Barth (now Conn) corner between Conn and Browning; thence South with Barn (now Conn) line 32-1/2 poles to the beginning, containing Two (2) Acres, more or less and includes a spring within said boundary.

Exception No. 2: BEGINNING at a stone in J. B. Conn's North line known as the Barth place; thence north 177 steps or yards to a stone; thence East 295 steps or yards to a stone; thence South 218 steps or yards to a sycamore stump in J. B. Conn's line; thence West with said line 187 steps or yards to the place of beginning, containing nine (9) acres, more or less. A passway, ten (10) feet wide beginning at the Milton and Bedford Pike running with J. B. Conn's north line to the above described real estate is hereby given to Jerry Fox. Said Fox to put up line fence between him and Browning, should one be needed as his and said Fox's expense.

Tract #II:

There is hereby conveyed by this deed the following: BEGINNING at an Ash stump in Weatherbee's line; thence N. 11-1/2 E. 16 poles to an elm near a branch; thence down said branch to the Ward corner; thence up the hill to the top of said hill to a stone on a ridge in the Mary Winter's line; thence with said Mary Winter's line to the Weatherbee line to the beginning, containing Twenty (20) Acres, more or less.

There is EXCEPTED from Tracts I & II the five following exceptions.

Exception No. 1: BEGINNING at a point in the County Road and corner to Ruby Mae Crim; thence S. 72 E. 15.59 poles to another corner; thence N. 18 E. 24.40 poles; thence N. 87 W. 13.44 poles; thence S. 28-1/2 W. 16.92 poles to the beginning.

A passway 30 feet wide leading from the County Road to the above described property where the same is now located, is granted these Grantees for the use and benefit of said property. Being the same real estate that was conveyed to Noble W. Henderson and wife by Ruby Mae Crim and husband by deed dated the 22nd day April, 1952, as shown by deed recorded in Deed Book 38, Page 272, Trimble County Court Clerk's Office.

Exception No. 2: BEGINNING at a point in the right of way of U. S. Highway No. 421 and corner to Lizzie Agin; thence with the right of way of U. S. Highway No. 421 in a southernly direction 757-1/2 feet and corner in the County road known as the Welty Road; thence with said road in an easternly direction 150 feet and corner in line of Lizzie Agin; thence with her line in a Westernly direction 153-1/2 feet to the place of beginning. Being the same real estate conveyed to Kenneth W. Burkhardt and wife by Ruby Mae Crim and husband

The second secon

File #: CT-228

by deed dated the 2nd day of January, 1953, as shown by deed recorded in Deed Book No. 38, Page 417, Trimble County Clerk's Office.

Exception No. 3: BEGINNING at a stake in the edge of the right of way of the County Road, said stake is fifteen (15) feet from the center of said road and corner to the land of N. W. Henderson; thence with his line and with an old fence S. 87 E. 13.44 poles to a stake, corner to said Henderson and other lands of Crim's; thence with the Crim line and with meanders of the Creek N. 88 E. 10 poles and 20 links to a large locust tree in Crim's line; thence continuing with Crim's line N. 84 E. 20 poles and 8 links to an elm tree on bank of creek and corner to Crim; thence N. 89 W. 10 poles and 18 links; thence N. 89 W. 10 poles to a stake; thence N. 66-1/2 W. 8 poles to a stake on the edge of the County Road; thence with said Road S. 21 W. 23 poles and 10 links to the point of beginning, containing 3.7 acres, more or less, according to a survey of said property made by Don Tandy, Surveyor, on April 21, 1959. Being the same real estate conveyed to Harold E. Rhoads and wife by said Ruby Mae Crim and husband by deed dated the 25th day of April, 1959, as shown by deed recorded in Deed Book No. 41, Page 249, Trimble County Court Clerk's Office.

Exception No. 4: COMMENCING at a stake in the east right of way line of McCord lane Road, said stake being fifteen feet from the centerline of said road and corner to the Northwest corner of a lot now owned by second parties (Harold E. Rhoads and wife) thence with their line S. 89 E. 10 poles and 18 links; thence S. 89 E. 10 poles; thence S. 66-1/2 E. 8 poles to a point, corner to other lands of said Crim's; thence a new line Northwardly one hundred twenty-five (125) feet to a point and corner in other lands of said Crim's; thence a new line Westwardly four hundred ninety (490) feet to a stake in the eastern right of way of said McCord Lane Road; thence Southwardly with said right of way of said road one hundred seventy-five (175) feet to the point of beginning. Being the same real estate conveyed to Harold E. Rhoads and wife by Ruby Mae Crim and husband by deed dated the 16th day of April, 1960, and recorded in Deed Book No. 41, Page No. 578, in the Trimble County Clerk's Office.

Exception No. 5: A certain tract of land located in Trimble County, Kentucky on the east side of McCord Lane approximately 1483 feet northeast of its intersection with U. S. Highway No. 421 at the South edge of the Town of Milton and further described as follows:

BEGINNING at a spike in the center of the McCord land (said spike being located 1483.0 feet along the center of McCord Lane northeast of the center of Highway U. S. 421); corner to other land of John Crim; thence along the center of McCord Lane N. 58 degrees 43 minutes E. 54.0 feet, and N 31 degrees 03 minutes E. 128.37 feet to a spike in the center of McCord Lane, corner to N. W. Henderson; thence in line with N. W. Henderson S. 72 degrees E. 246.92 feet to a hub, corner to N. W. Henderson and other land of John Crim; thence in line with other lands of John Crim S. 16 degrees 37 minutes W. 105.66 feet to a hub N. 67 degrees 18 minutes W. 75.72 feet to a hub, S. 44 degrees 36 minutes S. 47.20 feet to a hub, and N. 78 degrees 22 minutes W. 218.32 feet to the point of beginning, containing 0.84 acres, more or less, according to survey of same that was made by Jerry P. Hoagland, Reg. # 542, on November 12, 1966. Being the same real estate that was conveyed to N. W. Henderson and wife by Ruby Mae Willis Crim and John W. Crim, by deed dated the 3 day of November, 1966, duly of record in Deed Book No. 45, Page 110, in the Trimble Court Clerk's Office.

The above two parcels of real estate are SUBJECT to the following:

- 1. That easement to Kentucky Utilities Company from John W. & Ruby Mae Crim dated December 20, 1960, recorded in Deed Book No. 43, page 151.
- 2. That easement to Ohio Valley Electric Corporation from John W. & Ruby Mae Crim, dated April 16, 1955, recorded in Deed Book No. 38, page 571.
- 3. Right of way for Welty or McCord Lane.
- 4. Right of way for U.S. Highway 421 in Roads and Right of way Deed Book No. 1, page 197, Trimble County Court Clerk's Office.

BEING part of the same property conveyed to James D. Overton and Ruth Overton, by Deed dated April 8, 1999, of record in Deed Book 88, Page 312, in the Office of the Clerk of the County Court of Trimble County, Kentucky.

EXHIBIT "B"

(Sketch of Premises within Property)

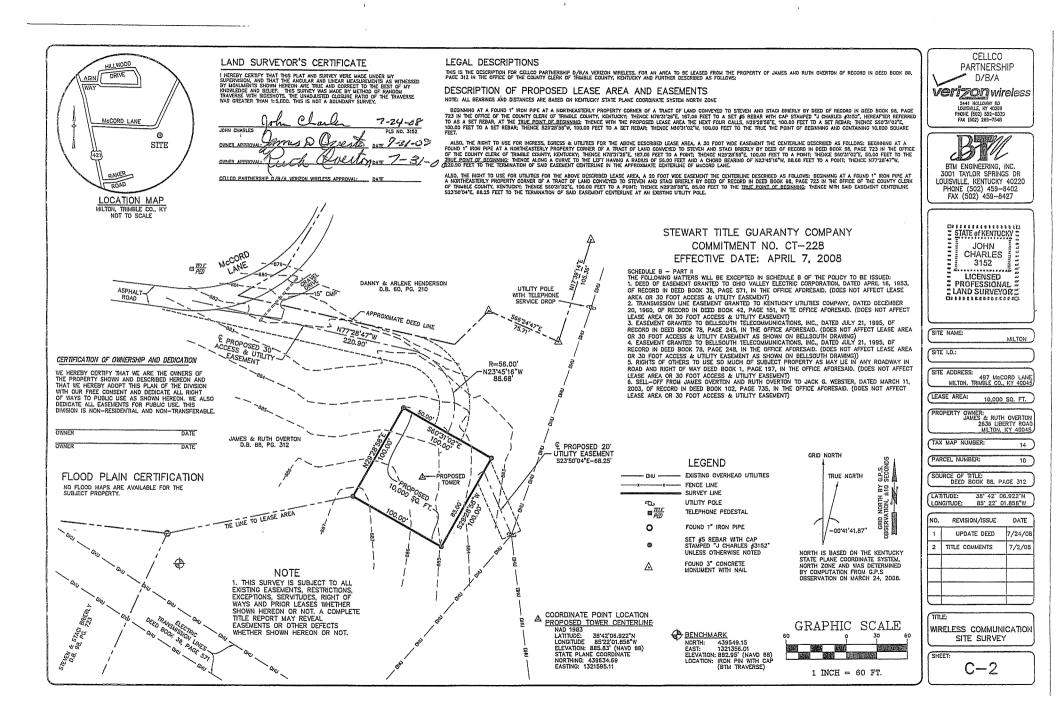


EXHIBIT K NOTIFICATION LISTING

MILTON LANDOWNER NOTICE LISTING

James D. & Ruth Overton 2636 Liberty Road Milton, KY 40045

Danny L. Henderson 279 McCord Lane Milton, KY 40045

Steve & Miranda Hartman 379 McCord Lane Milton, KY 40045

Edward Snell c/o Mark A. & Diana L. Gray 456 McCord Lane Milton, KY 40045

Joseph & Velma Butler 10664 HWY 421 N Milton, KY 40045

Charles Joseph Wentworth 1752 McCord Lane Milton, KY 40045

Bonnie Courtwright Robert & Wm P. Courtwright 9100 HWY 421 N Milton, KY 40045

Ione P. Willis Revocable Living Trust 3017 Blenheim Way Lexington, KY 40503

Leroy W. & Shirley J. Liter 10812 HWY 421 N Milton, KY 40045

Darrell R. Monroe 127 Raker Road Milton, KY 40045

Theresa Edwards 90 Raker Road Milton, KY 40045

Milton Baptist Church & Parsonage 10076 HWY 421 N Milton, KY 40045

City of Milton 10179 HWY 421 N Milton, KY 40045

Kings Daughters Hospital 1 Kings Daughters Drive Madison, IN 47250 Joyce Scott 10316 HWY 421 N Milton, KY 40045

Steven Wayne & Staci Larayne Brierly No PVA Address Listed General Delivery Milton, KY 40045

EXHIBIT L COPY OF PROPERTY OWNER NOTIFICATION



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

Notice of Proposed Construction of Wireless Communications Facility Site Name: Milton

Dear Landowner:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 497 McCord Lane, Milton, Trimble County, Kentucky 40045 (38°42'06.922" North latitude,85°22'01.858" West longitude). The proposed facility will include a 250-foot tall antenna tower, plus a 9-foot lightening arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

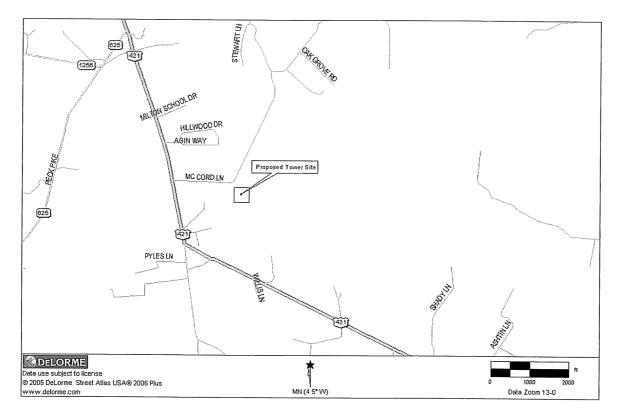
This notice is being sent to you because the Trimble County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00444 in any correspondence sent in connection with this matter.

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

Sincerely, David A. Pike Attorney for Verizon Wireless

enclosure

SITE NAME: MILTON DRIVING DIRECTIONS AND MAP



- From the Trimble County seat in Bedford at the corner of US 42 and US 421 travel north on US 42 approximately .2 of a mile
- Turn left on US 421
- Travel on US 421 approximately 9.5 miles to McCord Lane
- Turn Right onto McCord Lane
- Take McCord lane approximately .3 miles to 497 McCord Lane
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293

EXHIBIT M COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

October 16, 2008

VIA CERTIFIED MAIL

Hon. Randy Stevens Trimble County Judge Executive Courthouse 30 Hwy. 42 W P.O. Box 251 Bedford, KY 40006-0251

RE: Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2008-00444

Site Name: Milton

Dear Judge Stevens:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 497 McCord Lane, Milton, Trimble County, Kentucky 40045 (38°42'06.922" North latitude,85°22'01.858" West longitude). The proposed facility will include a 250-foot tall antenna tower, plus a 9-foot lightening arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00444 in any correspondence sent in connection with this matter.

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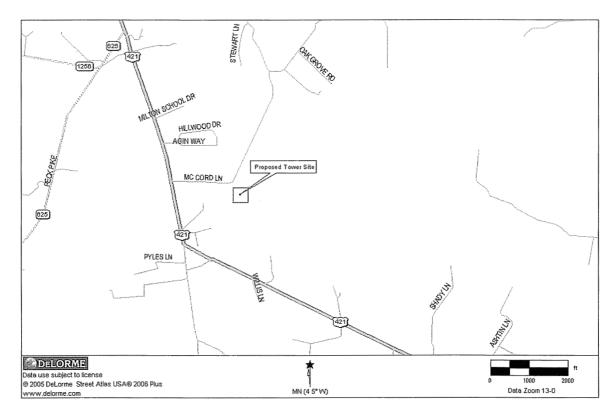
Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike Attorney for Verizon Wireless

enclosure

SITE NAME: MILTON DRIVING DIRECTIONS AND MAP



- From the Trimble County seat in Bedford at the corner of US 42 and US 421 travel north on US 42 approximately .2 of a mile
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1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-0369 Phone (502) 955-4400 or (800) 516-4293 Fax (502) 543-4410 or (800) 541-4410

October 16, 2008

VIA CERTIFIED MAIL

Trimble County Fiscal Court c/o Hon. Randy Stevens Trimble County Judge Executive Courthouse 30 Hwy. 42 W P.O. Box 251 Bedford, KY 40006-0251

RE: Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2008-00444

Site Name: Milton

Dear Magistrates:

Cellco Partnership d/b/a Verizon Wireless has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 497 McCord Lane, Milton, Trimble County, Kentucky 40045 (38°42'06.922" North latitude,85°22'01.858" West longitude). The proposed facility will include a 250-foot tall antenna tower, plus a 9-foot lightening arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00444 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.

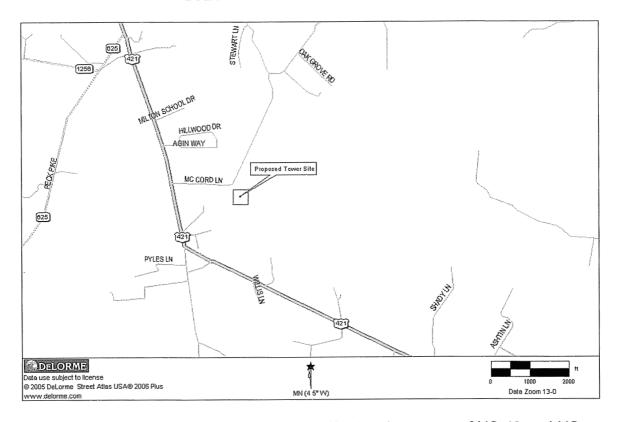
Please feel free to contact us with any comments or questions you may have.

Sincerely,

David A. Pike Attorney for Verizon Wireless

enclosure

SITE NAME: MILTON DRIVING DIRECTIONS AND MAP



- From the Trimble County seat in Bedford at the corner of US 42 and US 421 travel north on US 42 approximately .2 of a mile
- Turn left on US 421
- Travel on US 421 approximately 9.5 miles to McCord Lane
- Turn Right onto McCord Lane
- Take McCord lane approximately .3 miles to 497 McCord Lane
- Prepared by: Robert W. Grant, Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, Kentucky 40165. Telephone: 1-800-516-4293

EXHIBIT N COPY OF POSTED NOTICES

SITE NAME: MILTON NOTICE SIGNS

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

Cellco Partnership, d/b/a Verizon Wireless, proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165. (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00444 in your correspondence.

Cellco Partnership, d/b/a Verizon Wireless proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2008-00444 in your correspondence.

EXHIBIT O COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

