

Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") is entered into this _____ day of _____, 201__ (the "Effective Date"), by and between, Middle Tennessee Electric Membership Corporation, Inc., ("Landlord"), a Tennessee corporation and Rutherford County, a Tennessee Municipal corporation ("Tenant").

WHEREAS Landlord is in possession of a portion of real property ("Property") located at 2419 Rock Springs Road, Smyrna, 37167, in Rutherford County, State of Tennessee, as a lessee under a lease ("Underlying Lease Agreement") whereby Landlord has constructed, owns and operates a telecommunications tower (the "Tower") which includes a leased area and rights of utility and access to such, known as the Premises ("Premises").

WHEREAS Landlord wishes to make space available on the Tower to Tenant at the location and on the terms and conditions as are herein set forth. The Premises is more specifically described in **Exhibit A** attached hereto and made a part hereof. Tenant desires to lease from Landlord certain space on Landlord's Tower at above ground mounting levels of eighty, ninety, one-hundred twenty, one-hundred forty, and one-hundred eighty (80', 90', 120', 140' and 180') feet, together with a sublease area for Tenant's base station and related equipment inside Landlord's existing building/shelter, and an appurtenant non-exclusive easement for access, ingress and egress thereto The Premises for the placement and operation of Tenant's base station equipment, cables, connectors, antennas, dishes, and related transmission and reception equipment (the "Antenna Facilities") solely for its own emergency communications purposes, but no further or otherwise.

WHEREAS the Premises and the Tower space is more specifically described in **Exhibit B** by Landlord's construction drawings showing the Landlord-approved location for Tenant's Antenna Facilities, which is attached hereto and made a part hereof when marked "approved" by Landlord. Landlord's construction drawings shall be supplemented by construction drawings and any needed post-installation "as-built" drawings which Tenant is to provide when available and are also attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

Definitions:

"Antenna Facilities" - Tenant's base station and tower equipment including cables, connectors, antennas, dishes and any related transmission and reception equipment located on Landlord's Premises.

"Collocation" - a pre-defined space(s) on the Tower and Premises for Tenant to perform a one-time install of Antenna Facilities in return for a monthly rent. Any future adjustment to Antenna Facilities is not included in this definition.

"Documentation for Landlord's Approval" - (a) FCC License(s)/Filings for the Tower facilities; (b) a Collocation Application; (c) a site RF Compatibility Analysis (Intermodulation Study and RF Interference Analysis); (d) a copy of the construction drawing site plans for this installation; (e) a copy of any and all jurisdiction-required zoning and permitting application materials and approvals, or written letter from the

relevant zoning and permitting authority verifying that no such approval is required for Tenant's installation on Tower if applicable; (f) a tower and foundation structural capacity study be performed at Tenant's sole cost which reveals sufficient tower capacity for Tenant's Antenna Facilities. In cases of Modifications amended/ revised versions of the original Documents For Landlord's Approval will suffice. All plans and studies shall be performed by professionals licensed to perform such in the state of Tennessee.

"Effective Date" - the date seen in the first sentence of this Lease, inserted only when Landlord countersigns and therefore fully-executes the Lease. The first day of the Term of this Lease.

"Lease" - This Site Lease Agreement

"Underlying Lease Agreement" - The Lease from which Landlord derives its rights at this Property and for this Premises, which may contain restrictions on use of the same, as referenced in Paragraph 15 below.

"Modifications" - any adjustment to the approved frequencies, technology protocol, or power levels, or any adjustment, alteration, addition, repair, and/or removal of any of the approved Antenna Facilities.

"Premises" - only that portion of the Property specified on Exhibits A and B which is leased by Landlord and contains Landlord's Tower, equipment shelter, surrounding leased area, and access and utility easement rights extending to and from the main right of way.

"Property" - that portion of surrounding real property which comprises a parent parcel of land within which the Landlord's Premises is located.

"Rent" - the consideration given by Tenant to Landlord in return for space upon and within the Premises for Tenant's Antenna Facilities.

"Tower Space" - all mountable surfaces at all levels on Landlord's Tower.

1. Tower. Subject to the following terms and conditions, Landlord leases to Tenant a single Collocation on the tower for Tenant's _____ as set forth above together with (a) such rights of way and easement on, over, under, across, and through the Property, extending from the Premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the Premises; (b) the right to park vehicles on or about the Premises during periods of construction, site inspection, and at times of necessary maintenance and repair work.

2. Use. Tenant may use the Premises for the transmission and reception of radio communication signals for its emergency response agencies, for the construction and maintenance of such facilities and antennas as are necessary for operation of a wireless facility. Tenant's radio communication signals are to remain in the frequency ranges seen on **Exhibit C**, which is attached hereto and made a part hereof, which also more specifically describes Tenant's antennas and related equipment on the Tower. In addition, Tenant specifically agrees to comply with all reasonable conditions imposed by all relevant jurisdictions on the Tenant's use of the Premises. All such plans and studies shall be

performed by professionals licensed to perform such in the state of Tennessee. All installations, operations, and maintenance of the Antenna Facilities must be in accordance with Landlord's policies set forth in **Exhibit D** attached hereto and made a part hereof.

3. Approvals and Documents. Tenant shall, prior to the Installation of the Antenna Facilities, and prior to any Modifications of same, provide to Landlord a copy of the Documentation For Landlord's Approval which must be approved by Landlord in writing before any Installation or Modification of Antenna Facilities shall occur on Landlord's Tower.

4. Term. The term of this Lease shall be for the period commencing upon the Effective Date of this Lease set forth above and terminating on the tenth (10th) anniversary of said Effective Date. Tenant shall not commence any Installation prior to the beginning of the Term. Notwithstanding the foregoing, the Landlord shall have the unfettered right to terminate this Lease with or without cause in its sole and exclusive discretion without approval of the Tenant, upon six (6) months written notice to Tenant at any time during the term of this Lease or any renewal. If Landlord should exercise its right of termination during the term of this Lease any prepaid rent shall be prorated to the termination date and the excess amount refunded and paid to the Tenant.

5. Rent.

a. Within thirty (30) days following the Effective Date, Tenant shall pay annually to Landlord, as rent, the sum of Two-Thousand, Two-Hundred Dollars and no/100 cents (\$2,200.00) ("Rent"). Thereafter, Rent shall be payable in annual lump sums on each anniversary date of the Effective Date, in advance, to Landlord at Landlord's address specified in Paragraph 11 below.

b. If this Lease is terminated at a time other than on the last day of the Term, Rent shall be prorated as of the date of termination, and, in the event of termination for any reason other than nonpayment of Rent, such prorated, prepaid Rent shall be refunded to Tenant.

c. Rent shall be increased annually by an amount equal to five percent (5%) of the Rent for the immediate previous year.

6. Interference. If Tenant's Antenna Facilities are found to be operating outside of the permitted frequency ranges seen on Exhibit C and/or cause interference to Landlord, other lessees, licenses or tenants of Landlord existing on the Premises, Landlord shall notify Tenant in writing of such interference and Tenant shall precede, at its own expense, to eliminate or correct such interference. If, within ten (10) days from receipt of notice of interference, Tenant has failed to eliminate or correct such interference, then Landlord may require that Tenant cease operation of the Antenna Facilities, until such interference can be corrected or eliminated, at which time, Tenant may resume operation of the Antenna Facilities. Landlord shall permit Tenant to test the Antenna Facilities periodically in order to correct such interference.

7. Improvements; Liability; Utilities; Access.

a. The Antenna Facilities shall remain the exclusive property of Tenant, and Tenant shall have the right to remove the Antenna Facilities following any termination of this Lease. All trade fixtures and trade equipment installed by Tenant, if any,

for its business purposes, whether or not attached to the Tower, will remain the property of Tenant and will be removable as such, at any time and from time to time during the term of this Lease or at the expiration or prior termination thereof.

b. Landlord shall provide Tenant ingress, egress and access over and under the Property to the Tower adequate to service the Antenna Facilities during this Agreement at no additional charge to Tenant provided Tenant shall provide advance notice to Landlord of Tenant's access to the Premises, which access may be denied by Landlord if Landlord so requires, but access cannot be unreasonably withheld provided advance notice has been given to Landlord by Tenant.

8. Termination. In addition to the other provisions of this Lease which provide for termination, this Lease may be terminated, without any penalty or further liability as follows: (a) by Landlord in the event of a failure or refusal by Tenant to pay rent or any other payment within ten (10) days after receipt of written notice that such payment is past due; (b) by either party upon a default of any covenant or term by the other party which is not cured within sixty (60) days following receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease); (c) by Landlord upon six (6) months advance written notice.

9. Removal of Antenna Facilities Upon Termination. Following the expiration or earlier termination of this Lease, Tenant shall remove all of the Antenna Facilities. If Tenant fails to remove such Antenna Facilities within sixty (60) days after expiration or earlier termination of this Lease, Landlord may remove and dispose of the Antenna Facilities, and Tenant shall reimburse Landlord for the reasonable costs of such removal and restoration of the Premises. Moreover, Landlord may deem the Antenna Facilities abandoned, in which event, the Antenna Facilities shall become Landlord's property.

10. Insurance.

a. Tenant will provide Comprehensive General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any policy of liability insurance Tenant may maintain.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Destruction of Premises. If the Premises or the Antenna Facilities are destroyed or damaged so as, in Landlord's sole judgment, to hinder the effective use of the Antenna Facilities, Landlord may elect to terminate this Lease as of the date of the damage or destruction by notifying Tenant not more than forty-five (45) days following the date of damage. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant.

12. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

If to Landlord: Middle Tennessee Electric Membership Corporation
555 New Salem Road
Murfreesboro, TN 37129
Attn: President

With a copy to: Vice President of Information Technology
Middle Tennessee Electric Membership Corporation
555 New Salem Road
Murfreesboro, TN 37129

For Emergencies: 24 hours/7 days per week:

If to Tenant: Rutherford County
1220 West College Street
Murfreesboro, TN 37127
Attn: Joe Gourley

13. Assignment or Subletting. Tenant shall not assign this Lease nor sublet any portion of the Tower or the property.

14. As Built Drawings. Tenant shall provide Landlord, after installation of Tenant's facilities on the Tower, the redlined versions of Tenant's Landlord-approved construction drawings which will show any actual changes made from the said construction drawings during actual installation of Antenna Facilities. Said redlined drawings to be referred to as "as built drawings" of the installation, and are to be redlined by the General Contractor who performed the Installation on Tenant's behalf.

15. Approvals Denied. Parties acknowledge that this Lease is a Site Lease Agreement subject to the terms of the underlying Lease Agreement ("Underlying Lease Agreement") between the Landlord and The Town of Smyrna, in Tennessee. Tenant agrees to be bound by and to perform any and all of the duties and responsibilities as set forth in the Underlying Lease Agreement to the extent they are applicable and relevant to the access and use of the Premises by Tenant. If The Town of Smyrna challenges the right of the Landlord to sublease to the Tenant, Landlord retains the right to terminate this Lease effective immediately in Landlord's sole discretion.

16. Miscellaneous.

a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements between the parties with respect to the subject matter hereof. There are no representations or understanding of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

b. This Lease shall be construed in accordance with the laws of the state of Tennessee.

c. If any term of this Lease is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

d. This Lease is and shall be absolutely subject to all mortgages

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which now or hereafter be secured upon the Premises/Property and to any and all renewals, modifications, consolidations, replacements, and extensions thereof.

e. The place of the making and execution of this Lease is Rutherford County, Tennessee. Jurisdiction and venue for any legal action shall lie only in Rutherford County, Tennessee.

f. The following exhibits are attached hereto and made a part hereof: Exhibit A: (Property Description), Exhibit B: (Premises and Tower Space Depiction), Exhibit C: (Antenna and Related Equipment List), and Exhibit D: (Minimum Site Installation, Occupancy and Maintenance Requirements), and Exhibit E: (Memorandum of Lease).

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Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

TENANT:

Rutherford County, a Tennessee Municipal Corporation

By: _____

Printed Name: _____

Its: _____

Date: _____

TENANT NOTARY BLOCK:

STATE OF TENNESSEE)
)
COUNTY OF RUTHERFORD)

I, _____ a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ with _____, a _____, its _____, personally appeared before me this day in person and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this ____ day of _____, 201__.

Notary Public for Tennessee

My Commission Expires: _____

(SEAL)

LEGAL DESCRIPTION: PROPOSED MTEMC ACCESS/UTILITY EASEMENT

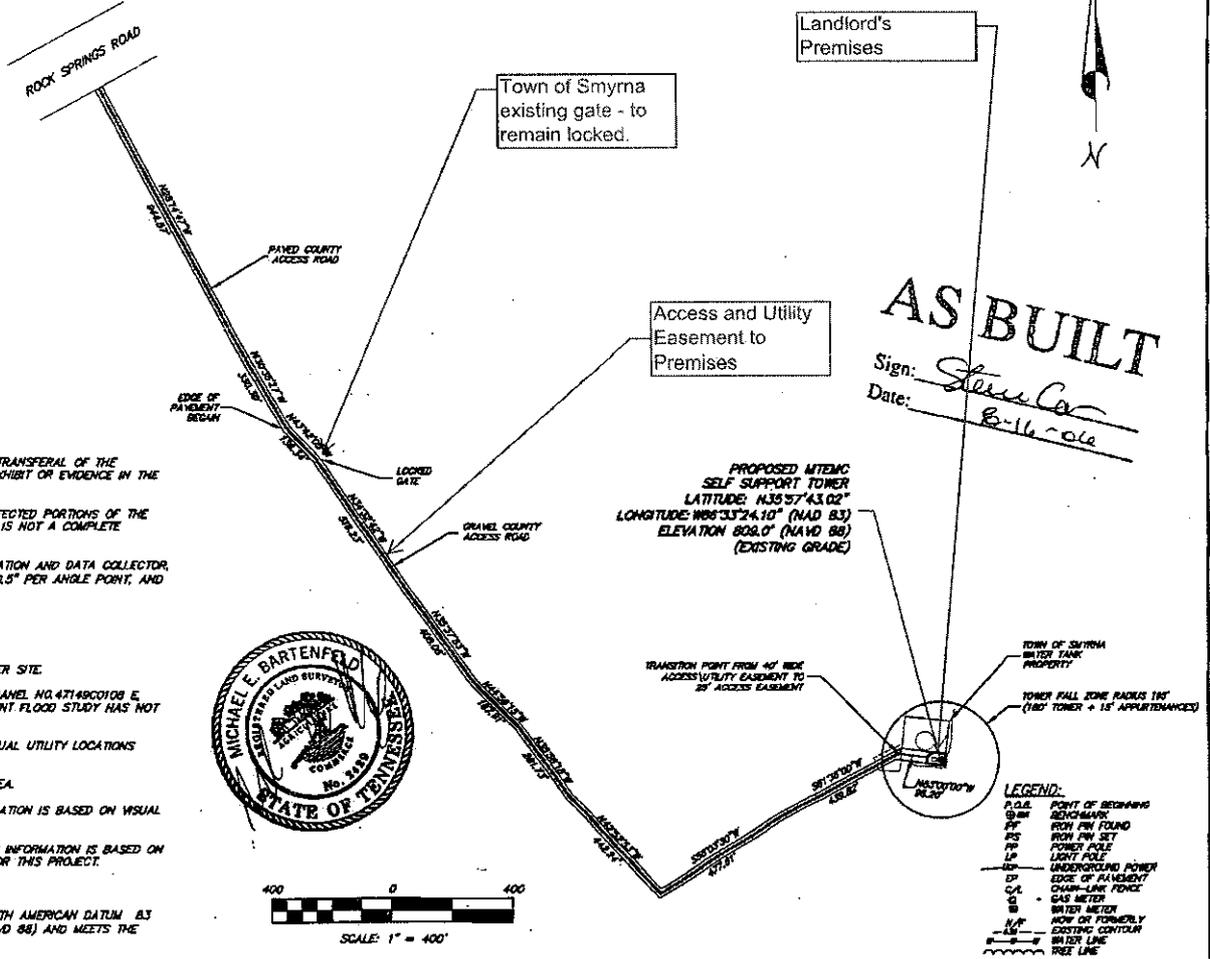
THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ESTABLISHED PARENT TRACT; THENCE PROCEED N83°00'00"W FOR A DISTANCE OF 60.00 FEET TO AN IRON PIN SET; THENCE CONTINUE N07°23'38"E FOR A DISTANCE OF 20.00 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING OF A 40 WIDE FOOT ACCESS/UTILITY EASEMENT AND BEING DESCRIBED FOR ALONG THE CENTERLINE AS FOLLOWS; THENCE CONTINUE N83°00'00"W FOR A DISTANCE OF 348.90 FEET TO A POINT BEING CENTERLINE OF EXISTING AN EXISTING COUNTY ACCESS ROAD. SAID POINT ALSO BEING THE TRANSITION POINT FROM A 40 FOOT WIDE ACCESS/UTILITY EASEMENT TO A 25 FOOT WIDE ACCESS EASEMENT, AND BEING DESCRIBED ALONG THE CENTERLINE OF SAID ROAD AS FOLLOWS; THENCE CONTINUE S81°36'00"W FOR A DISTANCE OF 439.82 FEET TO A POINT; THENCE CONTINUE S58°03'30"W FOR A DISTANCE OF 477.81 FEET TO A POINT; THENCE CONTINUE N42°52'53"W FOR A DISTANCE OF 442.24 FEET TO A POINT; THENCE CONTINUE N33°56'18"W FOR A DISTANCE OF 281.73 FEET TO A POINT; THENCE CONTINUE N44°56'15"W FOR A DISTANCE OF 187.91 FEET TO A POINT; THENCE CONTINUE N35°37'53"W FOR A DISTANCE OF 408.06 FEET TO A POINT; THENCE CONTINUE N34°32'42"W FOR A DISTANCE OF 316.23 FEET TO A POINT; THENCE N43°42'08"W FOR A DISTANCE OF 138.34 FEET TO A POINT; THENCE CONTINUE N30°53'27"W FOR A DISTANCE OF 330.30 FEET TO A POINT; THENCE CONTINUE N28°14'47"W FOR A DISTANCE OF 844.57 FEET TO A POINT THE POINT OF ENDING OF CENTERLINE OF SAID ROAD AND ACCESS EASEMENT, SHORTEN OR EXTEND SIDE LINES SO AS TO TERMINATE AT THE RIGHT OF WAY OF ROCK SPRINGS ROAD.

SAID TRACT CONTAINS 106,154 SQUARE FEET (2.48 ACRES), MORE OR LESS.

GENERAL NOTES:

- 1.) THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF MTEMC, AND EXCLUSIVELY FOR THE TRANSFERAL OF THE LEASEHOLD AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE TRANSFERAL OF THE SUBJECT PROPERTY NOR ANY PORTION OR PORTIONS THEREOF.
- 2.) THE SURVEY DEPICTED IS FOR THE PURPOSE OF SHOWING PROPOSED LEASE AREAS AND AFFECTED PORTIONS OF THE PARENT TRACT TOGETHER WITH METES AND BOUNDS TIES TO THE PARENT TRACT. THIS SURVEY IS NOT A COMPLETE RESURVEY OF THE PARENT TRACT.
- 3.) THE FIELD DATA FOR THIS SURVEY WAS COLLECTED USING A TOPCON GTS SERIES TOTAL STATION AND DATA COLLECTOR, AND HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 0.5" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 4.) THIS PLAT HAS A CLOSURE PRECISION OF GREATER THAN 1 FOOT IN 100,000 FEET.
- 5.) DATE OF FIELD SURVEY: 6/28/2004.
- 6.) THE SURVEY INFORMATION SHOWN HEREON PERTAINS TO THE LEASED COMMUNICATIONS TOWER SITE.
- 7.) THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD ZONE AS PER F.I.R.M. COMMUNITY PANEL NO.47149C0108 E DATED MAY 18, 1998; THIS DETERMINATION IS BASED ON GRAPHICAL PLOTTING ONLY. A CURRENT FLOOD STUDY HAS NOT BEEN CONDUCTED.
- 8.) THE UTILITIES SHOWN HEREON ARE BASED UPON AN ABOVEGROUND FIELD SURVEY. THE ACTUAL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED BY THE CONTRACTOR BEFORE ANY CONSTRUCTION BEGINS.
- 9.) THERE ARE NO LAKES, STREAMS, OR OTHER WATERWAYS LOCATED ON PROPOSED LEASE AREA.
- 10.) THERE ARE NO APPARENT CEMETERIES LOCATED ON PROPOSED LEASE AREAS. THIS INFORMATION IS BASED ON VISUAL OBSERVATION.
- 11.) THERE ARE NO APPARENT WETLAND AREAS LOCATED WITHIN PROPOSED LEASE AREAS. THIS INFORMATION IS BASED ON VISUAL INFORMATION AND IS NOT BASED ON A WETLANDS DETERMINATION STUDY PERFORMED FOR THIS PROJECT.
- 12.) THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A CURRENT TITLE PACKAGE.
- 13.) THE HORIZONTAL DATUM FROM WHICH THIS SURVEY WAS PREPARED IS BASED ON THE NORTH AMERICAN DATUM 83 (NAD 83) AND THE VERTICAL DATUM IS BASED ON NORTH AMERICAN VERTICAL DATUM 88 (NAVD 88) AND MEETS THE REQUIREMENTS FOR FAA 2-C STANDARDS.



AS BUILT
 Sign: *Steve Car*
 Date: *8-16-04*

NO.	DATE	REVISION
0	7/8/04	ISSUED FOR PRELIMINARY
1	7/21/04	ISSUED FOR ZONING
2	8/31/04	ADDED A 40' WIDE PORTION TO THE PROPOSED 25' WIDE ACCESS/UTILITY EASEMENT FOR UTILITIES

MACTEC
 MACTEC ENGINEERING AND CONSULTING, INC.
 3200 TOWN POINT DRIVE NW, SUITE 100
 KENNESAW, GA 30144
 PHONE: (770) 421-3400 FAX: (770) 421-3486



MOTOROLA
 SOUTHERN DIVISION
 1000 ABERNATHY ROAD, NE
 ATLANTA, GEORGIA 30328
 PHONE: (770) 873-5000
 FAX: (770) 873-5154

Middle Tennessee Electric
 Membership Corporation

 555 NEW SALEM ROAD
 MURFREESBORO, TN 37139
 PHONE: 815-853-7570 FAX: 815-848-2155

SMYRNA
 2419 ROCK SPRINGS ROAD
 SMYRNA, TN 37167
 MACTEC PROJECT NO: 6314-04-0042.02.503
 CFS CHECKED: MEB
 APPROVED: FDS DATE: 07/9/04

**SR1
 SITE SURVEY**

LEGAL DESCRIPTION: PARENT TRACT (BY OTHERS)

DESCRIBED REAL ESTATE, SITUATED IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, TO-WIT:
 COMMENCE AT A POINT 15 FEET NORTHEAST OF THE NORTHEAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 24 AT HIGHWAY CENTER LINE STATION 221+54, SAID POINT BEING WHERE A WATER-LINE AND ACCESS ROAD EASEMENT DIVERGES FROM SAID I-24;
 THENCE 62° 45' LEFT, AS MEASURED FROM SAID NE RIGHT-OF-WAY LINE OF I-24, A DISTANCE OF 483 FEET; THENCE 7° 06' RIGHT A DISTANCE OF 488 FEET; THENCE 123° 30' RIGHT A DISTANCE OF 25 FEET, TO A POINT OF BEGINNING; THENCE 90° LEFT A DISTANCE OF 150 FEET; THENCE 90° LEFT A DISTANCE OF 150 FEET; THENCE 90° LEFT A DISTANCE OF 150 FEET; THENCE 90° LEFT A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, CONTAINING 0.52 ACRES.
 BEING A PART OR PORTION OF THE PROPERTY CONVEYED TO SAM B. COLEMAN AND WIFE, PEGGY F. COLEMAN, JOHN A. LEE, AND WIFE, MARY H. LEE AND SWIMY P. PATTERSON AND WIFE, MARGARET C. PATTERSON OF RECORD IN DEED BOOK 181, PAGE 237 OF THE REGISTER'S OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

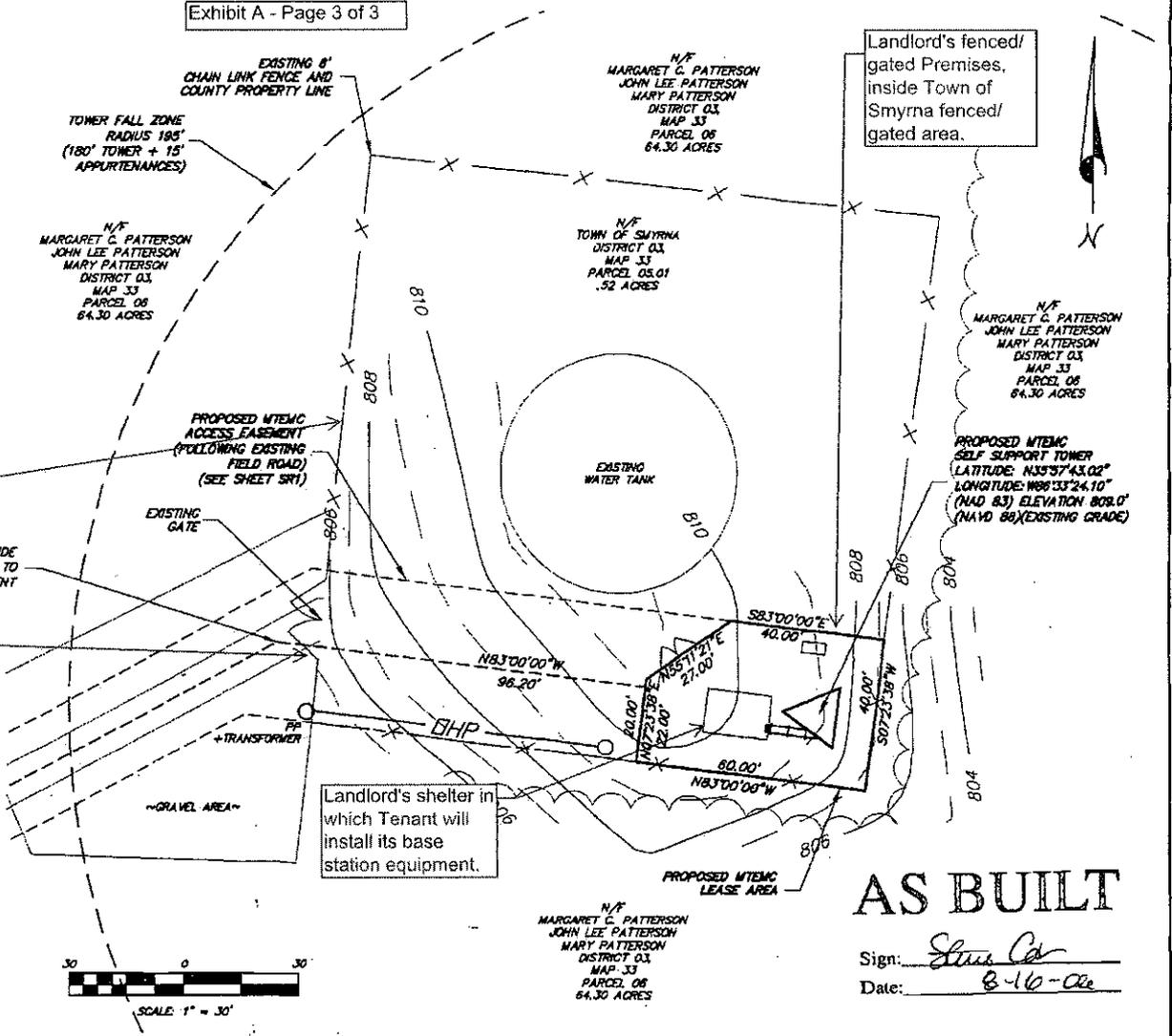
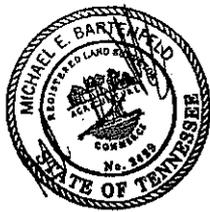
LEGAL DESCRIPTION: PROPOSED MTEMC LEASE AREA

THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF THE ESTABLISHED PARENT TRACT SAID POINT BEING POINT OF BEGINNING OF NEW MTEMC LEASE AREA AND BEING DESCRIBED AS FOLLOWS: THENCE PROCEED N83°00'00"W FOR A DISTANCE OF 60.00 FEET TO AN IRON PIN SET; THENCE CONTINUE N07°23'38"E FOR A DISTANCE OF 22.00 FEET TO A POINT; THENCE CONTINUE N55°11'21"E FOR A DISTANCE OF 27.00 FEET TO A POINT; THENCE CONTINUE S83°00'00"E FOR A DISTANCE OF 40.00 FEET TO POINT OF BEGINNING.
 SAID TRACT CONTAINS 2219.95 SQUARE FEET (.05 ACRES), MORE OR LESS, LESS.

Town of Smyrna fenced/gated area

Existing gate for Town of Smyrna, to remain locked at all times.

- LEGEND:**
- P.O.B. POINT OF BEGINNING
 - BLN BOUNDARY
 - IRON PIN FOUND IRON PIN FOUND
 - IRON PIN SET IRON PIN SET
 - PP POWER POLE
 - LP LIGHT POLE
 - ENR ENR/ENCLOSING POWER
 - OP EDGE OF PAVEMENT
 - CL CHAIN-LINK FENCE
 - GA GAS METER
 - WM WATER METER
 - WOF WORK OF FORMERLY
 - EC EXISTING CONTOUR
 - WL WATER LINE
 - TL TREE LINE



AS BUILT

Sign: *Steve Co*
 Date: *8-16-04*

NO.	DATE	REVISION
1	7/8/04	ISSUED FOR PRELIMINARY
1	1/27/04	ISSUED FOR ZONING
2	10/21/04	ADDED A 40' WIDE PORTION TO THE PROPOSED 25' WIDE ACCESS/UTILITY EASEMENT FOR UTILITIES (SRI)

MACTEC
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 3200 TOWN POINT DRIVE NW, SUITE 100
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 PHONE: (770) 873-8000
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Middle Tennessee Electric Membership Corporation

 555 NEW SALEM ROAD
 MURFREESBORO, TN 37159
 PHONE: 818-883-7570 FAX: 818-548-2185

SMYRNA
 2419 ROCK SPRINGS ROAD
 SMYRNA, TN 37167
 MACTEC PROJECT NO: 6314-04-0042.02.503
 CFS
 APPROVED: FDS
 CHECKED: WEB
 DATE: 07/9/04

SR2 SITE SURVEY

Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

Exhibit A

Premises Description

Address of the Property: 2419 Rock Springs Rd, Smyrna, TN 37167

This Exhibit A is comprised of a legal description of Landlord's leased area, and a legal description of Landlord's access and utility easement areas, as well as a survey of the same.
(Three pages)

The Premises is legally described as follows:

Leased Area Description:

THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ESTABLISHED PARENT TRACT (the Property) SAID POINT BEING POINT OF BEGINNING OF MTEMC LEASED AREA AND BEING DESCRIBED AS FOLLOWS; THENCE PROCEED N83°00'00"W FOR A DISTANCE OF 60.00 FEET TO AN IRON PIN SET; THENCE, CONTINUE N07°23'38"E FOR A DISTANCE OF 22.00 FEET TO A POINT; THENCE CONTINUE N55°11'21"E FOR A DISTANCE OF 27.00 FEET TO A POINT; THENCE CONTINUE S83°00'00"E FOR A DISTANCE OF 40.00 FEET TO POINT OF BEGINNING. SAID TRACT CONTAINS 2219.95 SQUARE FEET (.05 ACRES, MORE OR LESS).

Access and Utility Easement Description:

THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN THE 3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ESTABLISHED PARENT TRACT (the Property) THENCE PROCEED N83°00'00"W FOR A DISTANCE OF 60.00 FEET TO AN IRON PIN SET; THENCE, CONTINUE N07°23'38"E FOR A DISTANCE OF 20.00 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING OF A 40 FOOT WIDE ACCESS/UTILITY EASEMENT AND BEING DESCRIBED ALONG THE CENTERLINE AS FOLLOWS: THENCE CONTINUE N83°00'00"W FOR A DISTANCE OF 96.20 FEET TO A POINT BEING CENTERLINE OF EXISTING COUNTY ACCESS ROAD SAID POINT ALSO BEING THE TRANSITION POINT FROM A 40 FOOT WIDE ACCESS/UTILITY EASEMENT TO A 25 FOOT WIDE ACCESS EASEMENT, AND BEING DESCRIBED ALONG THE CENTERLINE OF SAID ROAD AS FOLLOWS: THENCE CONTINUE S61°36'00"W FOR A DISTANCE OF 439.82 FEET TO A POINT; THENCE CONTINUE S58°03'30"W FOR A DISTANCE OF 477.61 FEET TO A POINT; THENCE CONTINUE N42°52'53"W FOR A DISTANCE OF 442.24 FEET TO A POINT; THENCE CONTINUE N35°56'18"W FOR A DISTANCE OF 281.73 FEET TO A POINT; THENCE CONTINUE N44°56'15"W FOR A DISTANCE OF 187.91 FEET TO A POINT; THENCE CONTINUE N35°37'53"W FOR A DISTANCE OF 408.06 FEET TO A POINT; THENCE CONTINUE N34°32'42"W FOR A DISTANCE OF 516.23 FEET TO A POINT; THENCE CONTINUE N43°42'05"W FOR A DISTANCE OF 136.34 FEET TO A POINT; THENCE CONTINUE N30°35'27"W FOR A DISTANCE OF 330.30 FEET TO A POINT; THENCE CONTINUE N28°14'47"W FOR A DISTANCE OF 944.57 FEET TO A POINT THE POINT OF ENDING OF CENTERLINE OF SAID ROAD AND ACCESS EASEMENT. SHORTEN OR EXTEND SIDELINES SO AS TO TERMINATE AT THE RIGHT OF WAY OF ROCK SPRINGS ROAD.

See survey/site plan on following page.

THIS PAGE IS PAGE 1 OF 3 FOR EXHIBIT A

(see attached pages)

Tenant Initials: _____

Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

Exhibit B

Premises and Antenna Facilities Depiction

The location of the Antenna Facilities within the Premises is more particularly described or depicted on construction drawing site plans as follows:

This Exhibit B is comprised of:

Landlord's approved location for Tenant's base station and related equipment – 2 pages

Landlord's approved location for Tenant's antennas and related tower equipment – 1 page

*when complete and available the above three pages shall be supplemented and/or replaced by the pages supplied by Tenant for Tenant's proposed base station and related equipment and antennas and related equipment on the Tower, as seen listed below. Any pages to this Exhibit valid only when marked "Approved" by Landlord.

Tenant-supplied drawing of location of Tenant's base station and related equipment – 1 page

Tenant-supplied drawings of location of Tenant's antennas and related tower equipment – 1 page

* if applicable supplement this exhibit with any needed "as-built" construction drawing site plan pages which reflect necessary changes made from the Landlord-approved construction drawings during installation.

THIS PAGE IS PAGE 1 OF 4 FOR EXHIBIT B

(See attached pages)

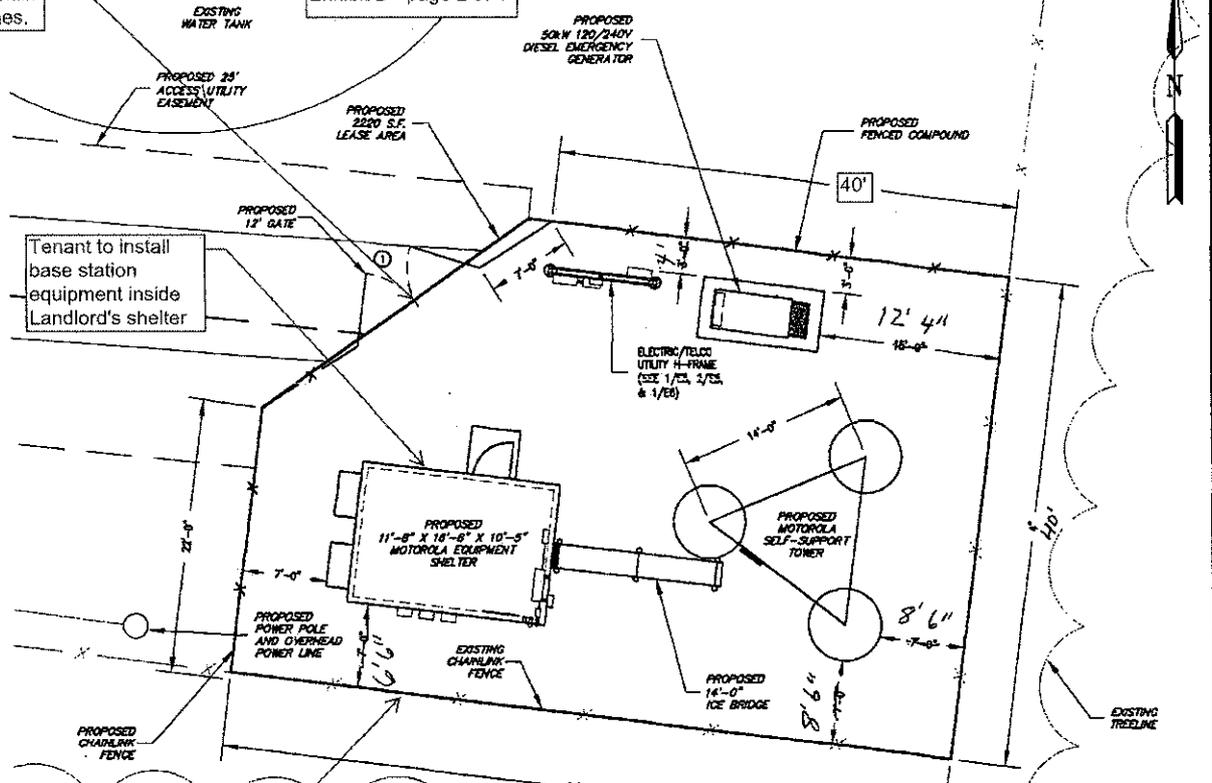
Tenant Initials: _____

NOTES:

1. PRIOR TO COMMENCING ANY EXCAVATION OR GRADING, THE CONTRACTOR SHALL SATISFY THE ACCURACY OF ALL SURVEY DATA AS INDICATED IN THE PLANS AND SPECIFICATIONS AND/OR AS REQUIRED BY THE LOCAL AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ALL ESTABLISHED SURVEY CONTROL POINTS. IF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS MOVE OR DESTROY ANY SURVEY CONTROL POINTS, THE COST INCURRED BY THE OWNER OR MOTOROLA TO RE-ESTABLISH THEM WILL BE BORNE BY THE CONTRACTOR.
3. THE ACCESS ROAD SHALL BE CLEARED AS REQUIRED WITHIN RIGHT OF WAY ON EITHER SIDE OF, AND ABOVE THE ROAD.
4. BEFORE CLEARING, THE CONTRACTOR SHALL ENSURE THAT THE AREA TO BE CLEARED HAS BEEN PROPERLY MARKED BY THE SURVEYORS AND ANY APPROVALS REQUIRED FROM THE LOCAL AUTHORITIES HAVE BEEN OBTAINED.
5. THE CONTRACTOR SHALL ENSURE THAT ALL THE TREES, SHRUBS, STUMPS AND OTHER SURFACE OBSTRUCTIONS ARE REMOVED AND DISPOSED OF AT AN APPROVED DUMP SITE. ANY BURRING SHALL BE DONE ONLY WHERE PERMITTED, AND IN ACCORDANCE WITH ALL STATE AND LOCAL FIRE ORDINANCES.
6. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL, AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
7. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS AND EQUIPMENT NOT SHOWN IN THE BILL OF MATERIALS AS OWNER FURNISHED, AND ALL LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.
8. THE CONTRACTORS SHALL VISIT THE JOB SITE PRIOR TO PERFORMING WORK TO FAMILIARIZE THEMSELVES WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCES WHICH AFFECT THE WORK OF THIS CONTRACT.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/OWNER'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK BY THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBS, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
12. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, VEGETATION, AND RUBBISH, AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
13. SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS IN ACCORDANCE WITH THE SPECIFICATIONS.
14. ANY PROPERTY DAMAGE CAUSED BY THE CONTRACTOR OR HIS OPERATIONS SHALL BE CORRECTED AND/OR RESTORED TO THE SATISFACTION OF THE PROPERTY OWNER(S) AND MOTOROLA AT NO ADDITIONAL COST TO THE PROPERTY OWNER OR MOTOROLA.

Gate for Landlord's Premises to remain locked at all times.

Exhibit B - page 2 of 4



AS BUILT

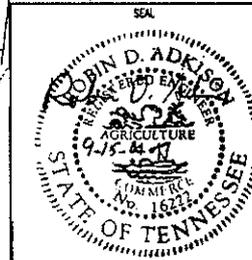
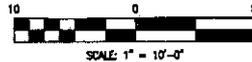
Sign: Steve Car
Date: 8-16-06

Landlord's 22' x 60' x 40' x 27' fenced Premises

CONSTRUCTION NOTES (X)

- ① 1" THK. (MIN.) COMPACTED STONE WITHIN MARKED AREA. SEE DETAIL 1 ON SHEET C1.

① SITE LAYOUT PLAN
SCALE: 1" = 10'-0"



NO.	DATE	REVISION
A	07/21/04	ZONING DRAWINGS
B	07/28/04	ZONING DRAWINGS
C	08/10/04	REVIEW DRAWINGS
1	08/15/04	CONSTRUCTION DRAWINGS

MACTEC
MACTEC ENGINEERING AND CONSULTING, INC.
3200 TOWN POINT DRIVE NW, SUITE 100
KENNESAW, GA 30144
PHONE: (770) 421-3400 FAX: (770) 421-3486



MOTOROLA
SOUTHERN DIVISION
1000 ABERNATHY ROAD, NE
ATLANTA, GEORGIA 30328
PHONE: (770) 873-5000
FAX: (770) 873-5154

Middle Tennessee Electric Membership Corporation
MEM
555 NEW SALEM ROAD
MURFREESBORO, TN 37129
PHONE: 615-993-7870 FAX: 615-948-2163

SMYRNA
2419 ROCK SPRINGS ROAD
SMYRNA, TN 37167
MACTEC PROJECT NO: 6314-04-0042.03.511
DRAWN BY: TAP CHECKED: FDS
APPROVED: FDS DATE: 07/21/04

C1
SITE LAYOUT PLAN

INTERIOR FOLDOUT

- 5 FRONT OF EQUIPMENT IS IDENTIFIED BY RACK IDENTIFICATION LABEL (AS SHOWN ON FLOOR PLAN)
- b. LABEL FACE OF ALL ELECTRICAL EQUIPMENT WITH PHENOLIC LABELS. BLACK WITH WHITE LETTERS. EX. PP1, PP2, EXTERNAL BYPASS, T1, SD1, & LA1.
- 6 CIRCUITS: TP2 CKTS 37, 38, 39, & 40.
- 7 CONNECT CIRCUITS PP1-22 & PP1-24 TO THE EXTERIOR SURGE PROTECTOR AND LABEL.
- 8 COIL AND TAG 50' OF ALARM WIRE FOR GENERATOR ALARMS.
- 9 CONNECT GENERATOR ALARMS TO SURGE PROTECTION MODULES. REFER TO SHEET 1 FOR WIRING DIAGRAM. ALL GENERATOR ALARMS SHALL CONNECT TO THE DSMPDS, EXCEPT FOR THE REMOTE START. THE REMOTE START SHALL CONNECT TO THE IOR-ICP45W MODULE.
- 10 COIL AND TAG 12" OF #10 WIRE FOR CIRCUITS, PP1-2 & 4.
- 11 COIL 12" OF ALARM WIRE FOR TOWER LIGHT ALARM. TBI-25 & 26.
- 12 WHEN OPTIONAL WAVEGUIDE IS IMPLEMENTED RIPPLE THRU END WALL FOR TOWER LIGHT CONNECTION. SEE SHEET 5 FOR PART A.
- 13 COIL AND TAG 5' OF 1/2" LIQUIDITE, W/1' OF WIRE PAST END. CKT# PP1-9

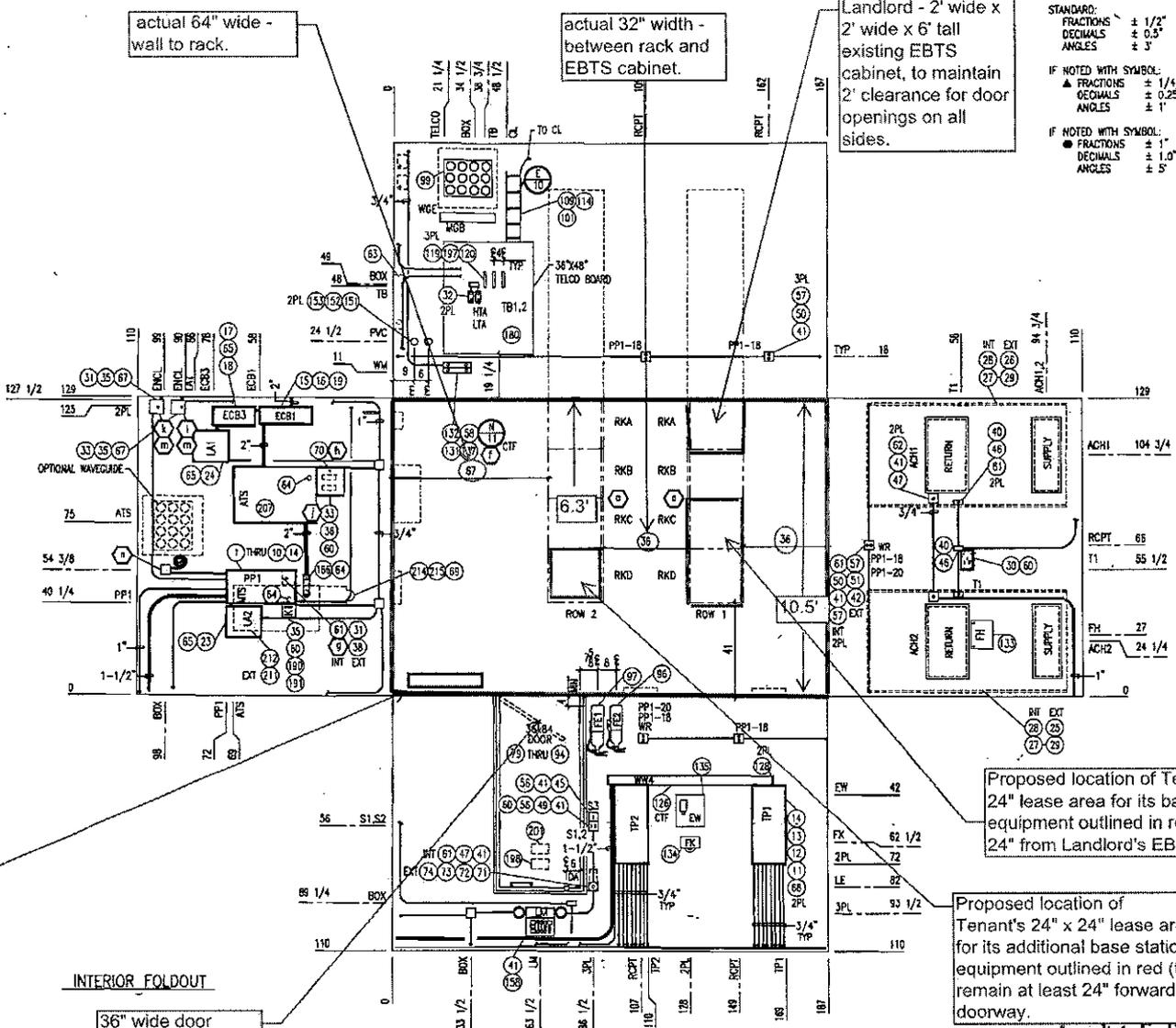
NOTE: Tenant is installing in two (2) different locations inside Landlord's shelter.

TOLERANCES
ALL DIMENSIONS ARE IN INCHES UNLESS SPECIFIED OTHERWISE

STANDARD:
FRACTIONS ± 1/2"
DECIMALS ± 0.5"
ANGLES ± 3°

IF NOTED WITH SYMBOL:
▲ FRACTIONS ± 1/4"
▲ DECIMALS ± 0.25"
▲ ANGLES ± 1°

IF NOTED WITH SYMBOL:
● FRACTIONS ± 1"
● DECIMALS ± 1.0"
● ANGLES ± 5°



Aprx. 20" deep x 40" wide x 42" tall filing cabinet

INTERIOR FOLDOUT

36" wide door

Proposed location of Tenant's 48" x 24" lease area for its base station equipment outlined in red (to remain 24" from Landlord's EBTS cabinet).

Proposed location of Tenant's 24" x 24" lease area for its additional base station equipment outlined in red (to remain at least 24" forward of doorway).

REVISIONS			
CHG. BY	APPR. BY	DATE	REV

WILLIAM J. BLANKENSHIP, PE
5810 CRISPIN STREET, APT. 2C
ROANOKE, VIRGINIA 24019
PE LICENSE STATE OF VA
TN # 107554

VFP, INC.

CORPORATE OFFICE
176 EastPark Drive
Roanoke, Virginia 24019
(540)977-0500 (540)977-5555 fax

CONCRETE SHELTERS (PLANT #2)
4854 Industrial Park
Huffield, Virginia 24244
(276)431-4000 (276)431-4220 fax

DESIGNED BY: T.E. SCOTT DATE: 4/24/04
DRAWN BY: *Ben Bendish* DATE: 5/19/04
CHECKED BY: *Ben Bendish* DATE: 5/19/04
DO NOT SCALE DRAWING

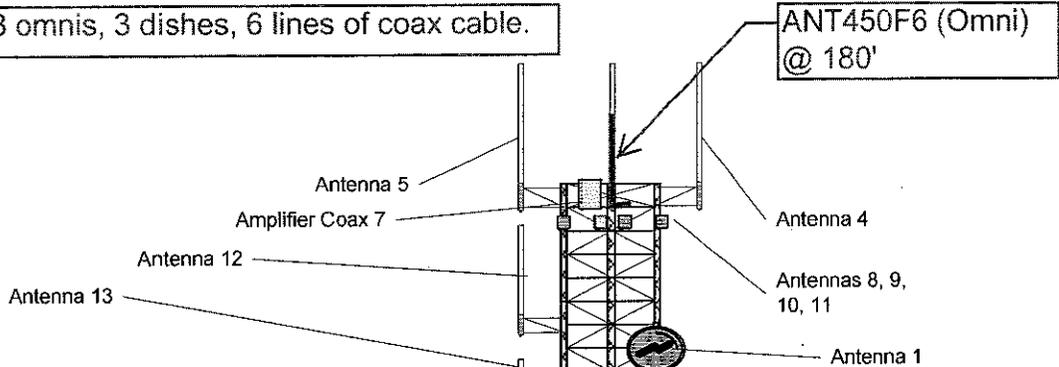
SIZE	B	DATE NO.	53223	REV	-
SCALE	1/4"=1'-0"	MODEL	2913		
TITLE	11'8" x 16'6" x 9'2" CONCRETE SHELTER INTERIOR LAYOUT				
COMPANY NO.	202913				
SHEET	6 of 12				

VFP, INC. ENGINEERING

MTEMC / Smyrna / 180 ft. Self Support Tower

Exhibit B - Page 4 of 4

Tenant's Proposed Antennas: 3 omnis, 3 dishes, 6 lines of coax cable.



Coax /Antenna Number	Coax Size	Antenna Elevation	Antenna Azimuth	Antenna Make / Model	Frequencies
1	2 1/4	157	15	Andrew PAR6-65-P7A	6GHz
2	2 1/4	127	15	Andrew PAR6-65-P7A	6GHz
3	2 1/4	120	280	Andrew PAR8-65-P7A	6GHz
4	1 1/4	179	Omni	Andrew DB810KE-XT	806-869MHz
5	1 1/4	179	Omni	Andrew DB810KE-XT	
6	1 1/4	179	Omni	Andrew DB810KE-XT	
7	1/2	Control Cable	N/A	Test Cable	
8	Cat 5	177	300	Motorola 5730 BH	ISM 5725 - 5850 MHz
9	Cat 5	177	60	Motorola 5730 BH	ISM 5725 - 5850 MHz
10	Cat 5	177	120	Motorola 5730 BH	ISM 5725 - 5850 MHz
11	Cat 5	177	180	Motorola 5730 BH	ISM 5725 - 5850 MHz
12	7/8	163	Omni	SL11-940/DT2	TX 952.59375 RX 928.59375
13	7/8	149	Omni	SL11-915/DT2	902-928 MHz

ANT450D6-9 @ 140'

DB-222 @ 120'

PS(A)R6-65-P7A @ 90'

Tower legs below are numbered.

all existing coax

Amp/Coax: 7

PROPOSED:
MPRC3649 @ 90',
and ANT450D6-9
(Omni) @140'

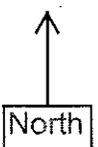
129'-0"

MPRC3649 @ 80'
and @ 90'

PROPOSED:
MPRC3649 @ 80',
and PS(A)R6-65-P7A @ 90',
and DB-222 (Omni) @120'.

PROPOSED:
ANT450F6 (Omni) @180'

PROPOSED: six
(6) lines coax



Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

Exhibit C

Antenna and Related Equipment List:

(See attached Landlord-approved Collocation Application - 2 pages)

THIS PAGE IS PAGE 1 OF 3 FOR EXHIBIT C

(See attached pages).

Tenant Initials: _____



COLLOCATION APPLICATION

<p>PLEASE RETURN APPLICATION TO: Middle Tennessee Electric Membership Corporation 555 New Salem Road Murfreesboro, TN 37129 Attn: Shawn Long, Telecommunications Supervisor Phone: 615-494-1512 Email: shawn.long@mtemc.com</p> <p>With a copy to: Scott Jackson – Wireless site mgmt. for MTEM C Phone: 615-714-4478 Email: sjackson@boonetimbay.com</p>	<p>Please make \$2,000.00 Collocation Application Fee payable to: Middle Tennessee Electric Membership Corporation</p> <p>Collocation Application Fee is due at time of application submittal. Applications must be complete before MTEM C approval process will commence. Please advise MTEM C if Purchase Order or Check Requests are required before fee payment can be made.</p> <p>Please note that all proposed frequencies must be specific and actual operating frequencies. MTEM C must be notified prior to modification of any frequencies. Please contact Shawn Long or Scott Jackson to arrange a visit to the subject site prior to submittal of application if needed.</p>
--	---

SITE INFORMATION – Section A

Tenant Site Name:	Smyrna MTEM C	Tenant Site #:	None entered
MTEM C Site Name:	Smyrna	MTEM C Site #:	8
Street Address, City, State, Zip:		2419 Rock Springs Rd., Smyrna, TN, 37169	
Latitude:	35 57 43.02	Structure Type:	Self-Support tower
Longitude:	86 33 24.10	Structure Height:	180'
Date of Application Submittal:	February 26, 2013	Desired Install Date:	As soon as possible

TENANT CONTACT INFORMATION – Section B

Tenant Legal Entity Name:		Rutherford County, a Tennessee Municipal Corporation	
Physical Street Address:		1220 West College Street	
City:	Murfreesboro	State:	TN
Zip:	37127		
Primary Contact for Tenant:		Joe Gourley	
Title:	Communications Coordinator		
Phone:	615-898-7764	Email:	jgourley@rutherfordcountyttn.gov
Secondary Contact:		Tharrel Kast	
Title:	Director of EMA		
Phone:	615-898-7764	Email:	tkast@rutherfordcountyttn.gov
Consultant Contact:		n/a	
Company Name:	n/a		
Phone:	n/a		
Email:	n/a		
Signatory Name for Lease:		Ernest Burgess	
Title:	Mayor		
Legal Notice Contact:		Ernest Burgess	
Title:	Mayor		
Legal Notice Mailing Street Address:		County Courthouse, Room 101	
City:	Murfreesboro	State:	TN
Zip:	37130		
*Copy Tenant "Primary Contact" on Legal Notices if not the same? (Y or N): None entered			
Emergency Contact Name & Number For Tenant:		Rutherford Co. Sheriff's Office: 615-898-7770	
Accounts Payable Contact:		Lisa Nolan	
Title:	Finance Director		
Phone:	615-898-7795	Email:	lnolan@rutherfordcountyttn.gov
Construction Manager Contact (if MTEM C is not doing the construction):		Joe Gourley	
Phone:	615-898-7764	Email:	jgourley@rutherfordcountyttn.gov
DELIVERABLES (Check/PO Requests, Collocation Approval, Lease Draft, Notice to Proceed, etc.) to be sent to:			
Name:	Joe Gourley		Title: Communications Coordinator
Phone:	615-898-7764	Email:	jgourley@rutherfordcountyttn.gov
Additional Info.:			

PROPOSED ANTENNA SPECIFICATIONS – Section C

Antenna/Equipment Type:	Omni (A)	Omni (B)	Omni (C)	Dish (A+B)	Dish (C)	Other
Antenna Quantity:	One (1)	One (1)	One (1)	Two (2)	One (1)	
Mounting Height (ft):	120'	140'	180'	80'; 90'	90'	
Radiation Center Height (ft):	125'	143'	184'	80'; 90'	90'	
Location (Sector / Leg):	Leg 3 (south leg)	Leg 2 or 3 (N or S)	Leg 2 (north leg)	80'-Leg 3; 90'-Leg 2	Leg 3 (south leg)	
Azimuths (degrees):	360 degrees	360 degrees	360 degrees	TBD	TBD	
Antenna Manufacturer:	Commscope	Telewave	Telewave	PCTEL	Commscope	
Antenna Model:	DB-222	ANT450D6-9	ANT450F6	MPRC3649	PSR6-65-P7A	
Antenna Dimensions (ft):	127" (10.5')	71" (6')	94" (7.8')	36" (3')	72" (6')	
Antenna Weight (lbs.):	16lbs.	18lbs.	21lbs	25lbs	154lbs	
TX Freq. (start-stop):	n/a	n/a	460.200 - 460.425	4.4 - 6.0 GHz	6.425-7.125GHz	
RX Freq. (start-stop):	155.79 - 155.985	458.837-467.975	n/a	n/a	n/a	
Unlicensed freq.? (Y or N)	No	No	No	No	No	
Antenna Gain:	5.1 dBi	6-9 dBd	6 dBd	30.4 - 32 dBi	38.8 dBi	
Tower Mount Type:	18" stand off	18" stand off	?	?	?	
Tower Mount Dimensions:	?	?	?	?	?	
Tower Mount Weight:	?	?	?	?	?	
Mount Mounting Height:	?	?	?	?	?	
No. of Lines (each antenna):	One (1)	One (1)	One (1)	One (1) each (Two total)	One (1)	
Line Type (coax, CAT5, etc.):	coax	coax	coax	coax	coax	
Line Manufacturer:	?	?	?	?	?	
Line Diameter or Model #:	7/8"	7/8"	7/8"	2.25"	2.25"	

*Misc. Installation/Configuration Notes for Antennas/Lines:

TENANT GROUND SPACE REQUIRED – Section D

Tenant Equipment to be installed:	Inside MTEMC shelter	Tenant-provided outdoor cabinet	Tenant-provided shelter
Dimensions (Dims) of equip. footprint (L x W x H):	48"x24"84" & 24"x24"x24"	n/a	n/a
Dims of excess space for pad, stoop or door swing:	n/a	n/a	n/a
Dims of existing MTEMC empty rack space req'd:	Possibly 24"x24"x24" (combiner)	n/a	n/a
Dims of excess space req'd for batteries/generator:	n/a	n/a	n/a

*Misc. Installation/Configuration Notes for Ground Equipment: The additional 24"x24"x24" equipment (a UHF Combiner) referenced above is in addition to the two 48"x24"84" racks...which will sit in front of MTEMC's EBTS racks. As of this collocation application an exact placed to install this combiner inside shelter.

BASE STATION EQUIPMENT – Section E

Base Stations (if multi w/diff. tech):	Station 1 (qty: 2)	Station 2 (qty: 1)	Station 3	Station 4
Transmitter Manufacturer:	Motorola	Motorola RX	Aviat	Carlson
Transmitter Model:	GTR-8000	MTR3000	Eclipse: Intelligent Node Unit	Longhaul
Type of Technology:	Analog	Narrow-band FM Receiver	Broadband FM	?
TX Power Output:	100 W	n/a	1 W	1W
ERP/EIRP (Watts):	?	?	?	?

*Misc. Installation/Configuration Notes for Base Station Equipment: Station 1 will run Omnis B&C; Station 2 will run Omnis A,B & C; Station 3 will run Dishes ___; Station 4 will run Dishes ___.

POWER/TELCO & BACKUP POWER REQUIRED – Section F

Backup Power:	Generator	Batteries	Power:	Tel Co: "X"	Power Source: "X"
Manufacturer:	n/a	n/a	VAC: 120/208	T1: n/a	Tenant Separate: X
Model Name/Number:	n/a		Phase: single	Micro: n/a	MTEMC Provided: X
Qty:	n/a		Amps: Apprx. 15	Fiber: n/a	Avg. Mo. Use (kw):
Fuel Type:	n/a		Misc. Notes: Tenant to use MTE's open outlets, breakers, circuits		

Tenant Printed Name Joe A. Gourley

MTEMC Printed Name Robert Shawn Long

Joe A. Gourley 8-7-2013
Tenant Final Submittal Signature Date

Robert Shawn Long 8-7-2013
MTEMC Final Approval Signature Date

(an inserted electronic signature is sufficient)

Exhibit D

Minimum Site Installation, Occupancy and Maintenance Requirements:

Pre-Installation and Modification Standards

1. **Prior to installation and/or any modifications**, Tenant must provide Landlord with complete plans for approval, including list of proposed equipment and subcontractors. No work may be performed until approval has been given by Landlord and all criteria have been met. All equipment must be placed in approved locations only, and Landlord must approve any changes before the installation begins. The Landlord or its representative shall have the right to be on site during any work on the Premises. Landlord to provide price quote for installation services based on Tenant's scope of work.

Installation

2. (a) The following minimum protective devices must be properly installed:
- (1) Lightning arrestors in feedline at wall feedthru ports (Landlord multi-tenant buildings). (PCS providers install jumpers to extend/connect to cabinet like enclosures).
 - (2) Surge protectors in any AC & phone line circuit.
 - (3) Transmitter RF shielding. (Must be in place during operation)
 - (4) Isolator/harmonic filter. (Must be in place during operation)
 - (5) Duplexer or cavity bandpass filter. (Must be in place during operation)
- (b) All Equipment, including transmitters, duplexers, isolators and multicouplers, must be housed in a metal cabinet or rack mounted. No control stations or inverted transmit/receive frequency pairs are allowed on repeater sites.
- (c) All transmission lines entering the shelter must be 1/2" Heliac/Wellflex or better via a wall feedthru plate and must terminate in a properly installed lightning arrestor with an ID tag on both ends of the line.
- (d) Solid outer shield cable such as Superflex or Heliac/Wellflex must be used for all intercabling outside the cabinet. Under no circumstances will the use of foil shielded or braided RF cable (e.g; RGB) be permitted outside the cabinet except for RG-6 quad shield cable installed on satellite **receive only** systems.
- (e) All antenna, power and phone cables will be routed and properly supported to the base station in a neat manner using routes provided for that purpose. Tenant will provide individual Transient (SAD) surge protection to each circuit used. All phone lines will have (SAD) transient surge protection installed. All wiring and installation will be by means of clamping or strapping and in no event will any members or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered.
- (f) All Tenants are to obtain power from the power panel and/or AC receptacle provided for their specific use.
- (g) All outside RF equipment cabinets must be grounded to the Property and Tower ground system using #2 solid tinned wire with cadweld, silver solder connections, or 2 hole lugs with Burndy type compression fittings. All inside RF equipment cabinets must be grounded to the Property and Tower ground system using #2, or #6 green jacketed stranded wire with silver solder connections, or 2 hole lugs with Burndy type compression fittings.
- (h) All antenna lines will be electrically bonded to the tower at the antenna and at the bottom of the tower using grounding kits installed per manufacturer specifications and all antenna brackets must be pre-approved. All antenna

Landlord Site Name: Smyrna
Landlord Site Number: 8

Tenant Site Name:
Tenant Site Number:

lines entering the Property and Tower will have COAX center pin lightning protection installed within two feet from the entry port and grounded to master ground bar in the Property and Tower ground system.

- (i) All equipment cabinets will be identified with a typed label under plastic on which the Tenant's name, address, 24 hour phone number, call sign, and frequencies will be inscribed, in addition to a copy of Tenant's FCC license.
- (j) Monitor speakers will be disabled except when maintenance is being performed. All antenna lines will be tagged within 12 inches of the termination of the feeder cable at both ends, at the entrance to the building, at repeater or base station cabinet, and at the multicoupler/combiner ports.
- (k) All ferrous metals located outside of the building or on the tower will be either stainless steel or hot dipped galvanized, not plated. Painted towers will require the painting of feedlines by the Tenant, unless installed by Landlord, prior to or before completion of the install. All transmission lines are to be secured with factory hoist grips every 150' and secured to the tower or cable ladder with stainless steel and/or hot dipped galvanized hardware. Plastic wraps and/or bandit type hangers will not be accepted.

General

3. Tenant must comply with any applicable instructions regarding any Property and Tower security system.

- (a) Gates will remain closed at all times unless entering or exiting the Property and Premises. When leaving the shelter, ensure that all doors are locked and, if there is a security system, it is armed.
- (b) Any tower elevator may be used only after receiving proper instruction on its use, signing a waiver and receiving authorization from the Landlord.
- (c) This Sublease does not guarantee parking space. If space is available, park only in the designated areas. Do not park so as to block any ingress or egress except as may be necessary to load or unload equipment. Parking is for temporary use while working at the Site.
- (d) Do not adjust or tamper with thermostats or HVAC systems.
- (e) Access to the shelter roof is restricted to authorized maintenance personnel.

Tenant Initials: _____

SURVEY - performed for Wilson Emergency Management Agency tower site.

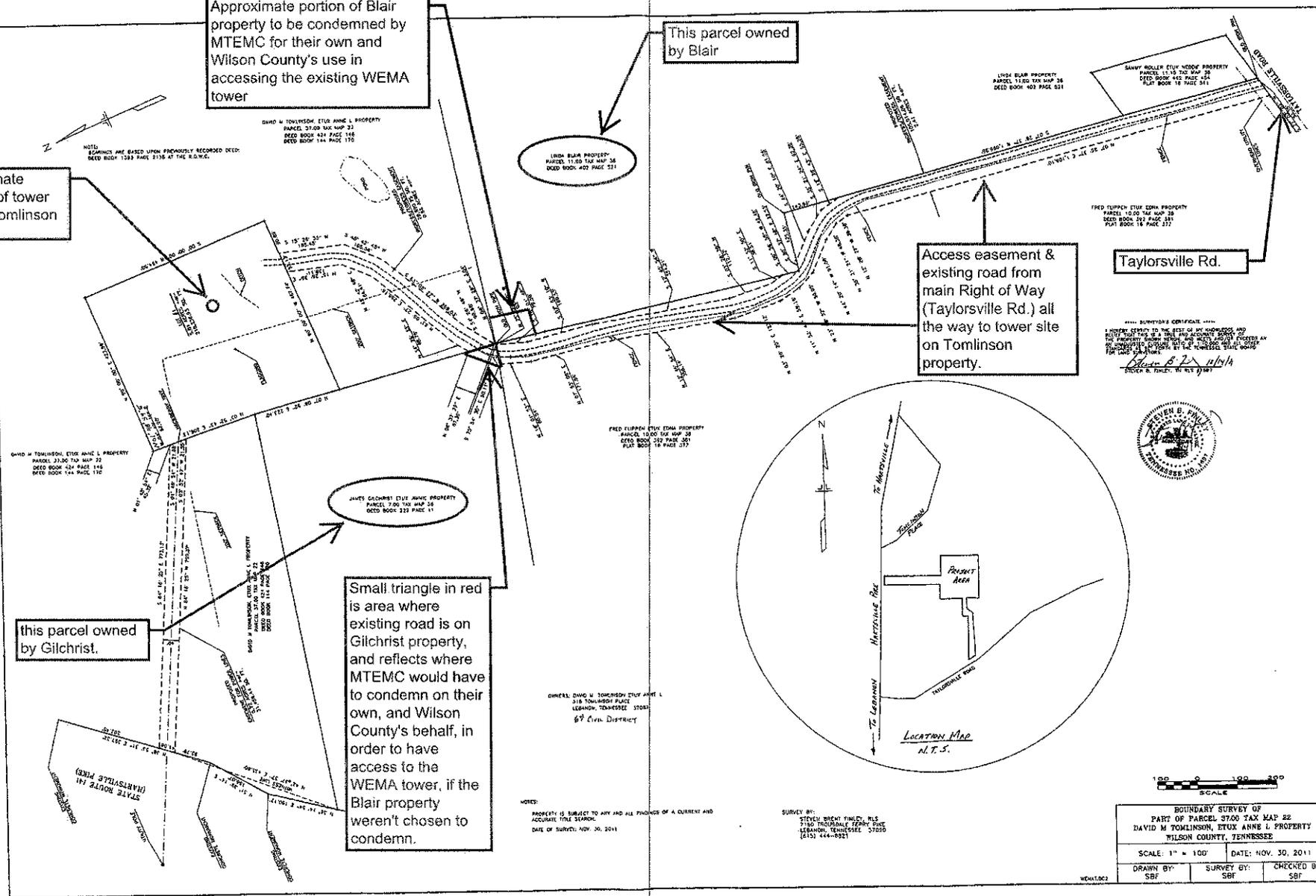
Approximate portion of Blair property to be condemned by MTEMC for their own and Wilson County's use in accessing the existing WEMA tower

This parcel owned by Blair

Approximate location of tower site on Tomlinson parcel

Access easement & existing road from main Right of Way (Taylorsville Rd.) all the way to tower site on Tomlinson property.

Taylorsville Rd.



NOTE: DIMENSIONS ARE BASED UPON PREVIOUSLY RECORDED DEEDS. DEED BOOK 1389 PAGE 2138 AT THE R.O.W.C.

DAVID M TOMLINSON, ETUX ANNE L. PROPERTY
PARCEL: 37.00 100 MAP 23
DEED BOOK 424 PAGE 148
DEED BOOK 144 PAGE 170

LINDA BLAIR PROPERTY
PARCEL: 11.00 104 MAP 34
DEED BOOK 402 PAGE 321

LINDA BLAIR PROPERTY
PARCEL: 11.00 104 MAP 34
DEED BOOK 402 PAGE 321

SARAH MULLER ETUX WOODIE PROPERTY
PARCEL: 11.15 742 MAP 38
DEED BOOK 442 PAGE 354
PLAT BOOK 18 PAGE 341

FRED TUPPEN ETUX EDNA PROPERTY
PARCEL: 10.00 742 MAP 38
DEED BOOK 382 PAGE 319
PLAT BOOK 18 PAGE 377

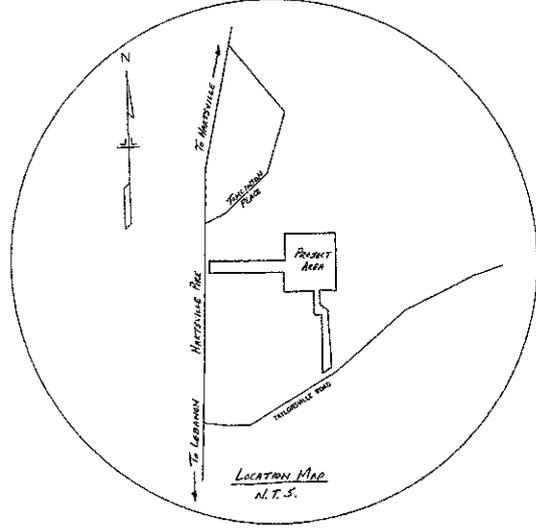
DAVID M TOMLINSON, ETUX ANNE L. PROPERTY
PARCEL: 37.00 100 MAP 23
DEED BOOK 424 PAGE 148
DEED BOOK 144 PAGE 170

JAMES GILCHRIST ETUX ANNE PROPERTY
PARCEL: 700 100 MAP 24
DEED BOOK 223 PAGE 11

FRED TUPPEN ETUX EDNA PROPERTY
PARCEL: 10.00 742 MAP 38
DEED BOOK 382 PAGE 319
PLAT BOOK 18 PAGE 377

OWNER: DAVID M TOMLINSON ETUX ANNE L.
318 TOWNHOMY PLACE
LEASING, TENNESSEE 37083
69 Civil District

*** SURVEYOR'S CERTIFICATE ***
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE COPY OF THE PROPERTY FROM A FIELD AND INSTRUMENT AND PLANNED CONVEYANCE AT THE CORNER STAKE WORK THE CASE 34/14.
Steven B. Finley
STEVEN B. FINLEY, M.S. 9187



this parcel owned by Gilchrist.

Small triangle in red is area where existing road is on Gilchrist property, and reflects where MTEMC would have to condemn on their own, and Wilson County's behalf, in order to have access to the WEMA tower, if the Blair property weren't chosen to condemn.

NOTES:
PROPERTY IS SUBJECT TO ANY AND ALL PROVISIONS OF A CURRENT AND ACCURATE TITLE SEARCH.
DATE OF SURVEY: NOV. 30, 2011

SURVEY BY:
STEVEN BROWN FINLEY, RLS
7150 THOUSANDS TERRY BLVD
LEASMAN, TENNESSEE 37083
(615) 444-9921



BOUNDARY SURVEY OF PART OF PARCEL 3700 TAX MAP 23 DAVID M TOMLINSON, ETUX ANNE L. PROPERTY WILSON COUNTY, TENNESSEE		
SCALE: 1" = 100'	DATE: NOV. 30, 2011	
DRAWN BY: SBF	SURVEY BY: SBF	CHECKED BY: SBF

WCA102