

Case 1481

Applicant: ForeSite Towers, LLC
Request: Special Exception
Location: 400 Tyler Avenue
Zoning: (RB) Two Unit Residential

Planners Comments: The subject property is currently a vacant lot located at the end of Tyler Avenue on the south side of the street and adjacent to university property. The applicant is requesting a special exception to locate a temporary tower (cell on wheels or COW) not to exceed 40' in height, on property located at 400 Tyler Avenue for no more than seven days during the Presidential Debate in September to supplement service provided by AT&T. The applicant has received in writing, permission in the form of a lease from the property owner and clearance from the secret service via e-mail.

Recommendation: Approve the request to locate a temporary tower on 400 Tyler Avenue on the follow condition:

1. The special exception for a temporary tower on 400 Tyler Avenue valid for seven days to begin on 9/20/08 and end on 9/27/08

The University of Mississippi

Office of Information Technology
Powers Hall 302
University, MS 38677
Phone: (662)915-7206 Fax: (662)915-7180



Thursday, May 15, 2008

Mr. Tim Akers
Oxford Planning Commission
107 Courthouse Square
Oxford, MS 38655

Re: AT&T Mobility Cell on Wheels (COW) for Presidential Debate

Dear Mr. Akers:

I am writing in support of the AT&T request to temporarily locate Cell on Wheels (COW) units on the property of Mr. Sanford Thomas and the Miller Beer Distributorship near the University of Mississippi (UM) campus. Both COWs will need to be in place one week in advance of the Presidential Debate on September 26, 2008.

A location has been identified on the UM campus for the placement of COWs; however, there is a problem with the AT&T COW due to proximity to an existing AT&T stadium cell site. Other on-campus sites that are good candidates for COW placement have already been claimed for other debate uses. This leaves the two locations specified above as being the most ideal for ensuring good cell reception for AT&T customers during the Presidential Debate.

I appreciate your consideration and support of this request. As you might imagine, there are numerous issues related to technology that must be properly addressed in order for this important event to be successful. Please do not hesitate to contact me if additional information is required.

Sincerely,



Kathy Gates
Chief Information Officer



July 16, 2008

Planning Commission
City Of Oxford
107 Courthouse Square
Oxford, MS 38655

RE: Special Exception request for a temporary tower and box truck located at 400
Tyler Avenue

Dear Members of the Planning Commission:

ForeSite, on behalf of AT&T Mobility is respectfully requesting a Special Exception under Ordinance 134.026 to allow a temporary tower for 7 days to provide additional capacity and redundancy for AT&T's network during the Presidential Debate being held in Oxford, Mississippi on September 26, 2008.

The enclosed package includes an aerial photograph showing the location of the proposed temporary tower for your reference. We have also included pictures of the tower and box truck along with letters of support from both the University and AT&T's Engineering Manager for Mississippi.

This tower will be placed in an empty lot bordering University property and is designed to be unmanned. The tower will not exceed forty feet. We have cleared the location with the United States Secret Service and will be working closely with them to ensure compatibility with their technology.

We thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Beasley", is written over a light blue horizontal line.

Paul Beasley



Image © 2008 DigitalGlobe
© 2008 Tele Atlas

©2007 Google™

Pointer 34°21'55.80" N 89°31'44.00" W elev 471 ft

Streaming ||||| 100%

Eye alt 3186 ft





03/07/2006



AT&T Mobility
371 Highland Colony Parkway
Ridgeland, MS 39157

May 14, 2008

Mr. Tim Akers
Oxford Planning Commission
107 Courthouse Square
Oxford, MS 38655

Re: AT&T Mobility Temporary Cell on Wheels – Presidential Debate

Dear Mr. Akers:

AT&T Mobility wishes to locate temporary Cell on Wheels (COW) on the property of Mr. Sanford Thomas and the Miller Beer Distributorship near the University of Mississippi campus. Both COW's will need to be positioned and set up a week in advance of the September 26 Presidential Debate.

Mr. Thomas's property was chosen for two reasons. First, the original on-campus locations were reserved for the national media thus not available for our use. Secondly, the alternate on-campus site near the stadium does not adequately distribute the mobile phone traffic load from our existing stadium cell site. The Miller Beer location was selected primarily for redundancy purposes but will also provide capacity relief to both the COW and our stadium site.

Our goal is to provide capacity, in-building signal and network redundancy for this important event. Mr. Thomas's lot and the Miller Distributorship meet all of these requirements.

Should you have any questions regarding the information contained herein, please do not hesitate to contact me directly (601.978.7812).

Once again, thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Thomas F. Gandy".

Thomas F. Gandy
Manager of RF Engineering
Mississippi Network Operations

Cc: Paul Beasley

Cingular Site: Presidential Debate COW

TEMPORARY ANTENNA SITE LICENSE

OWNER: Sanford C. Thomas

LICENSEE: NEW CINGULAR WIRELESS, PCS, LLC,
a Delaware limited liability company

TERM: September 21, 2008 through October 4, 2008 and
thereafter pursuant to the provisions of paragraph 3.

LICENSE FEE: [REDACTED]

COMMENCEMENT DATE: Upon installation of Licensee's equipment

LICENSED SITE: The area depicted on Exhibit A attached hereto,
which is a portion of Owner's property described on
Exhibit B, attached hereto.

1. **License of Site.** During the Term, Owner grants a license to Licensee to install, operate and maintain at Licensee's expense and risk, temporary cellular telephone transmitting and receiving equipment and antennas, including an antenna pole or mast, transmission line and accessories ("Equipment") on the Licensed Site. Licensee shall at all times have the unrestricted right to enter or leave the Licensed Site twenty-four (24) hours a day, seven (7) days a week. Licensee agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.

2. **License Fee.** Within ten (10) days of the Commencement Date, Licensee shall pay Owner the License Fee.

3. **Removal of Equipment and Site Condition.** Licensee takes the Site as it finds it and Owner shall have no responsibility for its conditions or damage suffered by Licensee or any other person due to such condition. Unless otherwise mutually agreed by the parties, Licensee shall remove all of the Equipment prior to the end of the Term, or as applicable, the Extended Term, and shall leave the Licensed Site in substantially the same condition that existed as of the date of this License, ordinary wear and tear and occurrences for which Licensee is not responsible hereunder, excepted.

4. **Liability.** Except for its own acts and the acts of its employees, agents or invitees, Owner shall not be liable to Licensee or to any other person for any loss or

Cingular Site: Presidential Debate COW

damage, regardless of cause. Specifically, but without limiting the generality of the foregoing, Owner shall have no liability for any loss or damage due to personal injury, property damage, libel or slander, or imperfect or unsatisfactory communications experienced by Licensee, unless such loss or damage is due to the negligent or willful acts or omissions of Owner, its agents, employees, or invitees. Licensee shall indemnify, defend and save Owner harmless from any loss, damage or liability, consequential or otherwise, occasioned by, growing out of or arising or resulting in connection with, this License or any act or failure to act by Licensee, its agents or employees. Owner shall indemnify, defend and save Licensee harmless from any loss, damage or liability, consequential or otherwise, occasioned by, growing out of or arising or resulting from the negligent or willful misconduct of Owner, its agents, employees, or invitees.

5. **Operation of Equipment.** Licensee will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Licensee's Equipment causes interference with other radio or television transmissions, Licensee will promptly take all reasonable steps necessary to correct and eliminate the same. If Licensee is unable to eliminate the interference within a reasonable period of time, Licensee agrees to remove the Equipment from the Licensed Site and this License shall be terminated.

6. **Personal License.** This License is personal to Licensee and no assignment or sublicense in whole or in part, except to an affiliate of Licensee, shall be valid without the written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned.

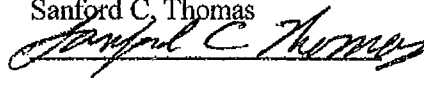
7. **Electrical Service/Telephone Service.** Licensee, at its sole expense, shall, furnish electrical and telephone service to the Equipment.

8. **Damage to Licensed Site.** If the Licensed Site or any portion thereof is damaged for any reason so as to render the Licensed Site unusable for Licensee's intended purpose, the License Fee shall abate for such period as the Licensed Site is unusable. In addition, Licensee may, at its option, elect to terminate this License.

9. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid, addressed to:

OWNER:

Sanford C. Thomas



Cingular Site: Presidential Debate COW

LICENSEE: New Cingular Wireless PCS, LLC
6100 Atlantic Boulevard
Norcross, GA 30071
Attn: Network Real Estate Administration

And: New Cingular Wireless PCS, LLC
5565 Glenridge Connector, Suite 1700
Atlanta, Georgia 30342
Attn: Legal Department

10. Waiver. Failure or delay on the part of Owner or the Licensee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

11. Prior Negotiations. This License constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

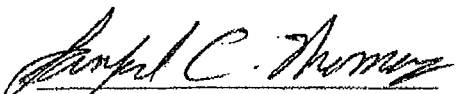
12. Amendment. No revision of this contract shall be valid unless made in writing and signed by authorized officers of Licensee and Owner.

13. Owner's Representations. Owner represents and warrants that it owns the Licensed Site and has full authority to execute and deliver this License.

14. Construction. This Agreement shall be construed and governed in accordance with the laws of the state in which the Licensed Site is located.

15. Effective Date. The Effective date shall be the date of execution by the last party signing.

OWNER



Sanford C. Thomas

Date: 6-11, 2008

LICENSEE

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

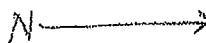
Name: Karen Roth

Title: Manager of Real Estate and Construction

Date: _____, 2008

Exhibit A

SAN FORDS THOMAS PROPOSED SITE



NOT TO SCALE

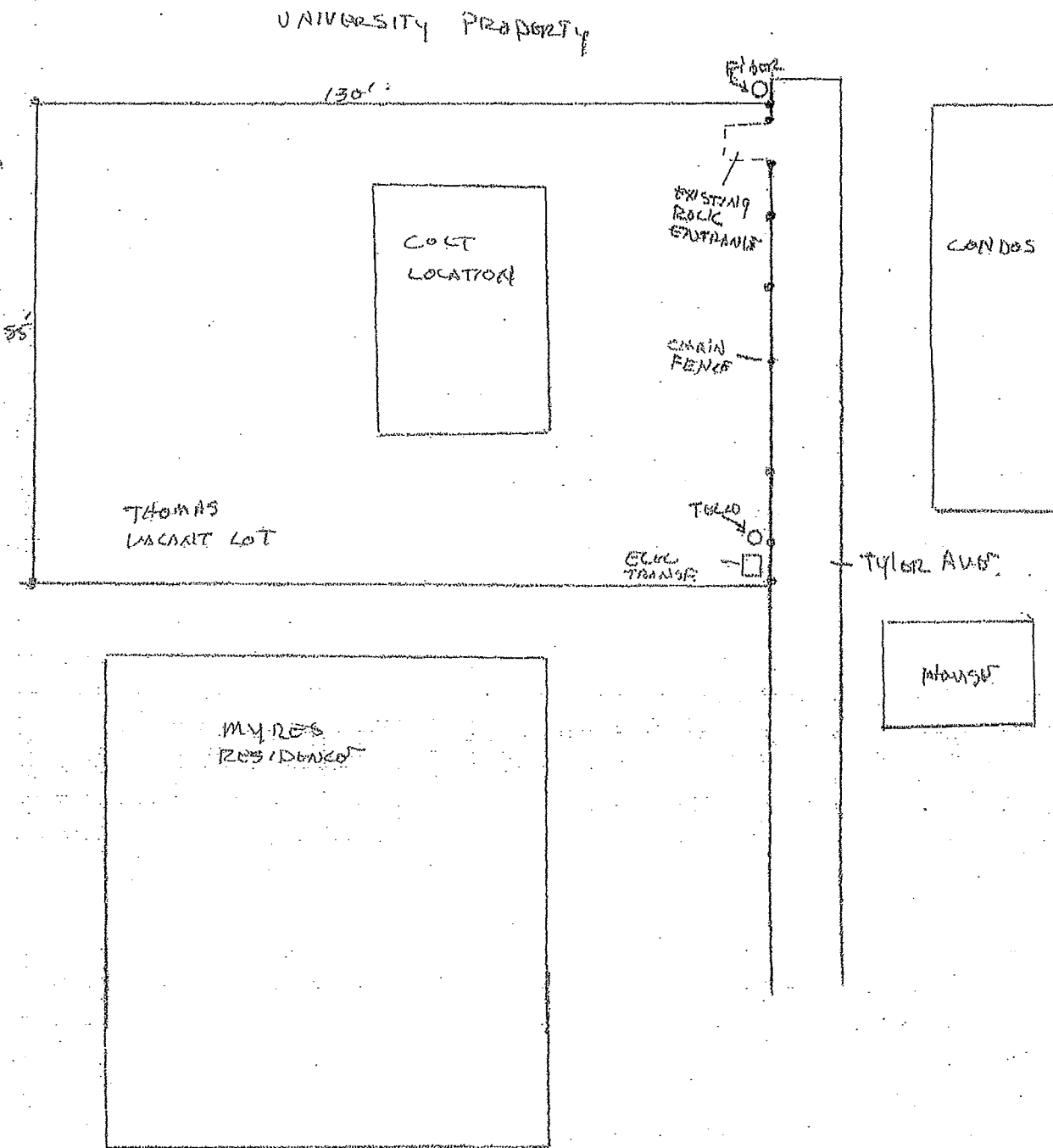


Exhibit B

The Licensed Site is a portion of the property described and/or depicted as follows:

A parcel of land located in the Southwest Quarter of Section 21, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi, and also being a portion of City of Oxford Lot No. 83, as per the original plat of the City of Oxford recorded in the Office of the Chancery Clerk of Lafayette County, Mississippi, and being more particularly described as follows:

Commencing at a chiseled mark in concrete found at the intersection of the South right of way line of Tyler Avenue and the West right of way line of South 5th Street marking the Northeast corner of said City of Oxford Lot No. 83; run thence North 79° 60' 00" West, along said South right of way line, for a distance of 286.00 feet to a 3/8" rebar set at the point of beginning of this description; run thence South 10° 24' 00" West for a distance of 126.26 feet to a 3/8" rebar set; run thence North 79° 36' 00" West for a distance of 90.50 feet to a 1/2" rebar found; run thence due North for a distance of 128.37 feet to a 1/2" rebar found on the South right of way line of Tyler Avenue; run thence South 79° 36' 00" East, along said South right of way line, for a distance of 113.68 feet to the point of beginning of the herein described parcel of land. Said parcel contains .030 acre, more or less.