# MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
W.E. "Sluggo" Davis, Chancery Clerk

| Instrument Type | Book | Page | Lot & SD | Date | Deputy Clerk |
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| age | 131 | 499 | | 04/24/2009 | mh |
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SW¼ of S19, T3S, R7W

BOOK 71 PAGE 365

Telesite Services, L.L.C.
2100 Riverdale Rd.
Little Rock, AR 72202
ATTN: CLOSING DEPT.
501-666-1300

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum") is executed this 29 day of November 1995 , by Martha Oliver ("Lessor") and **PowerTel PCS Partners, L. P.. a Delaware limited Partnership, by its general partner InterCel, Inc.** ("Lessee") and evidences that on the ___day of _____, 199_ a Tower Site Lease Agreement ("Lease") was entered into by and between Lessor and Lessee.

1. **Lease Term**. The terms of the Lease shall be five (5) years commencing on the earlier of the date that Lessor has completed contstruction of the Tower Facilities, as that term is defined in the Lease, or the 2nd day of April, 1996 ("Commencement Date") and terminating at midnight on the fifth anniversary of the Commencement Date ("Initial Term"). Lessee has the right under the terms of the Lease to extend the Lease for four (4) additional five (5) year terms ("Renewal Terms").

2. **Property**. Subject to the terms of the Lease Lessor has leased to Lessee the use ~~of a portion of~~ the real property described in Exhibit "A" attached hereto ("Property") and Lessor has granted unto Lessee for the Initial Term and any Renewal Term an easement for ingress, egress and utilities over that property described in Exhibit "B" attached hereto ("Easement").

3. **Notices**. All notices, requests, demands, and other communications to the Lessor or Lessee shall be made at the following addresses:

| **Lessor**: | **Lessee**: |
|---|---|
| Martha Oliver | PowerTel PCS Partner |
| 1175 Stateline Road | 1239 O. G. Skinner Drive |
| Southhaven, Mississippi 38671 | West Point, GA 31833 |
| | Attn.: Real Estate Department |

4. **Right of First Refusal**. Lessor has granted Lessee a right of first refusal to purchase the Property and the Easement upon the same terms and conditions as contained in a bona fide offer from a third party to purchase the Property and the Easement. The Lease shall continue according to the terms expressed herein and in this Lease if Lessee fails or refuses to exercise this right of first refusal to purchase the Property.

5. **Exclusive Use**. Lessee shall have the exclusive right to operate a facility involved in the receipt and transmission of wireless communications on real property owned by Lessor within one-half (½) mile of the Property.

STATE MS.-DESOTO CO.
FILED

APR 23 1 10 PM '96

BK 71 PG 365
W.E. DAVIS CH. CLK.

**IN WITNESS WHEREOF,** the parties have executed this Memorandum as of the date first set forth above.

**LESSOR:**

By: Martha Oliver
Martha Oliver

: _____

**LESSEE:**

**PowerTel PCS Partners, L. P.**
**a Delaware limited partnership,**
**by its general partner InterCel, Inc.**

By: David P. Allen
~~**J. Harold Gwin**~~
DAVid P. Allen

Title: **Vice President Operations**

**[ACKNOWLEDGMENTS]**

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of April, 19 96, within my jurisdiction, Dave Allen, the within named Vice President of Operations who acknowledged that he is the Vice President of InterCel Memphis MTA, Inc. and that for and on behalf of the said corporation, and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Roger D. Church (NOTARY PUBLIC)

My Commission expires:

My Commission Expires Sept. 14, 1999

ROGER D. CHURCH NOTARY PUBLIC AT LARGE SHELBY COUNTY

**MISSISSIPPI ACKNOWLEDGMENT FORMS**

***For natural persons acting in their own right:***

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28th day of November, 1995, within my jurisdiction, the within named [ Martha Oliver ], who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

Tracey M. Statler (NOTARY PUBLIC)

My Commission expires:
5/9/99

(Affix official seal, if applicable)

TRACEY M. STATLER NOTARY PUBLIC DESOTO CO. MS

***For Corporations:***

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 19___, within my jurisdiction, the within named [ _____ ] and [ _____ ], who acknowledged that they are the [ _____ ] and [ _____ ], of _____ , a _____ corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

_____ (NOTARY PUBLIC)

My Commission expires:

_____

(Affix official seal, if applicable)

# EXHIBIT A

LEGAL DESCRIPTION - PROPOSED POWERTEL PCS TOWER COMPOUND LEASE AREA

BEING A LEGAL DESCRIPTION OF A PROPOSED POWERTEL PCS TOWER COMPOUND LEASE AREA BEING PART OF THE H. CLYDE BREEDLOVE AND WIFE, BEATRICE R. BREEDLOVE PROPERTY RECORDED IN DEED RECORD NUMBER 42, PAGE 59 AT THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPERTY BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SW 1\4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 7 WEST DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST AS SHOWN ON THE FINAL PLAT OF PINE OAK SUBDIVSION (PLAT BOOK 16 - PAGE 38); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 1305.60 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST -553.02 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST - 380.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 330.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST - 380.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST - 330.00 FEET TO THE POINT OF BEGINNING CONTAINING 125,400 SQUARE FEET OR 2.879 ACRES MORE OR LESS.

# EXHIBIT B

LEGAL DESCRIPTION - PROPOSED MUTUAL USE NON-EXCLUSIVE INGRESS UTILITY EASEMENT

BEING A LEGAL DESCRIPTION OF A PROPOSED MUTUAL USE NON-EXCLUSIVE INGRESS/EGRESS EASEMENT ACROSS PART OF THE H. CLYDE BREEDLOVE AND WIFE. BEATRICE R. BREEDLOVE PROPERTY RECORDED IN DEED RECORD NUMBER 42, PAGE 59 AT THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID PROPERTY SITUATED IN DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SW 1/4 OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 7 WEST AS SHOWN ON THE FINAL PLAT OF PINE OAK SUBDIVISION (PLAT BOOK 16 - PAGE 38) THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 1305.60 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST - 933.02 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST - 26.99 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EASEMENT; THENCE SOUTH 71 DEGREES 00 MINUTES 29 SECONDS WEST - 670.80 FEET; THENCE NORTH 86 DEGREES 2: MINUTES 58 SECONDS WEST - 230.32 FEET; THENCE NORTH 55 DEGREES 09 MINUTES 31 SECONDS WEST - 74.33 FEET; THENCE NORTH 25 DEGREES 17 MINUTES 39 SECONDS WEST - 39.98 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 13 SECONDS WEST - 60.94 FEET; THENCE SOUTH 66 DEGREES 51 MINUTES 38 SECONDS WEST - 94.46 FEET; THENCE SOUTH 44 DEGREES 51 MINUTES 37 SECONDS WEST - 266.90 FEET A FOUND IRON PIN AT THE NORTHEAST CORNER OF THE SYLVIA W. SKELTON AND HUSBAND, JAMES LOUIS SKELTON TRACT (WARRANTY DEED BOOK 93, PAGE 382); THENCE NORTH 89 DEGREES 18 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF SAID SKELTON PROPERTY 209.63 FEET TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID SKELTON PROPERTY; THENCE SOUTH 0 DEGREES 09 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID SKELTON PROPERTY (PASSING A FOUND IRON PIN AT 208.00 FEET) 209.93 FEET TO THE NORTH LINE OF THE HAROLD L. HERL, ET UX PROPERTY (WARRANTY DEED BOOK 91, PAGE 145); THENCE NORTH 89 DEGREES 31 MINUTES 46 SECONDS ALONG THE SAID NORTH LINE OF THE HERL PROPERTY 150.76 FEET TO THE EASTERLY RIGHT OF WAY LINE OF OLD HIGHWAY 51 (100 FOOT R.O.W.); THENCE NORTH 00 DEGREES 50 MINUTES 49 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 40.01 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 46 SECONDS EAST (LEAVING SAID LINE) 91.19 FEET; THENCE NORTH 0 DEGREES 09 MINUTES 31 SECONDS WEST - 230.17 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 20 SECONDS EAST - 273.04 FEET; THENCE NORTH 44 DEGREES 51 MINUTES 37 SECONDS EAST - 229.88 FEET; THENCE NORTH 66 DEGREES 51 MINUTES 37 SECONDS 229.88 FEET - THENCE NORTH 66 DEGREES 51 MINUTES 38 SECONDS EAST - 115.39 FEET; THENC SOUTH 76 DEGREES 43 MINUTES 13 SECONDS EAST - 93.36 FEET; THENCE SOUTH 25 DEGREES 17 MINUTES 39 SECONDS EAST - 48.57 FEET; THENCE SOUTH 55 DEGREES 09 MINUTES 31 SECONDS EAST - 52.50 FEET THENCE SOUTH 86 DEGREES 20 MINUTES 58 SECONDS EAST -211.15 FEET; THENCE NORTH 71 DEGREES 00 MINUTES 29 SECONDS EAST - 676.56 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST - 42.30 FEET TO THE POINT OF BEGINNING , CONTAINING 89,824 SQUARE FEET OR 2.062 ACRES, MORE OR LESS.