

PREPARED BY KOLL TELECOMMUNICATION SERVICES
9047 Executive Park Dr. #227
Knoxville, Tn. 37923
(423)693-2960
EXHIBIT C

BOOK **76** PAGE **745**
Market: Tennessee
Site Name: Tunica Connector
Site No.: T-1562-B

CLERK: **RETURN TO** document to:

TAYLOR LAW FIRM
P.O. BOX 188
961 STATELINE RD. W.
SOUTHAVEN, MS 38671
(601) 342-1300

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 9th day of October, 1997, by and between Warren W. Sullivan, (hereinafter referred to as "Lessor") and Dial-Gate, Inc., a Georgia Corporation d/b/a Nextel Communications with an office at 8000 Regency Park, Suite 600, Cary, NC 27511, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 9th day of October 1997, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for Five (5) years commencing on November 1, 1997 or issuance of all permits, whichever first occurs ("Commencement Date"), and terminating on the Fifth (5th) anniversary of the Commencement Date with Four (4) successive Five (5) year options to renew.

3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

[Signatures Follow]

BC STATE MS. - DE SOTO CO.
FILED

MAR 10 11 31 AM '98

BK 716 PG 745
W.E. DAVIS CH. CLK.

LESSOR:

LESSEE: Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications

By: Warren W. Sullivan

By: Scott E. Hoganson

Name: Warren W. Sullivan

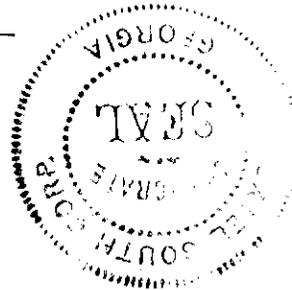
Name: Scott E. Hoganson

Title: Owner

Title: President, Cardinals Mkt.

Date: 10/2/97

Date: 10-9-97



STATE OF Mississippi

COUNTY OF DeSoto

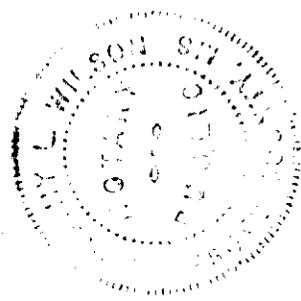
On 10/02/97, before me, DOROTHY L. WILSON, Notary Public, personally appeared Warren W. Sullivan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dorothy L. Wilson (SEAL)
Notary Public

MY COMMISSION EXPIRES AUG. 21, 2000

My commission expires: _____



STATE OF Mississippi

COUNTY OF DeSoto

North Carolina
Wake County

BOOK

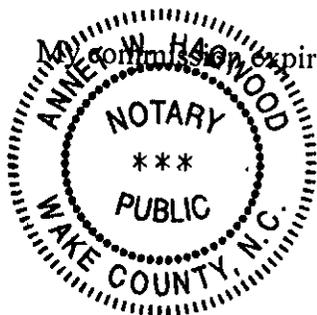
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Market: Tennessee
Site Name: Tunica Connector
Site No.: T-1562-B

On Oct. 9, 1997, before me, Annet W. Hagwood
Notary Public, personally appeared SCOTT E. HOGANSON personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the
instrument, the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Annet W. Hagwood (SEAL)
Notary Public



My commission expires: 2-18-2001

Market: Tennessee
Site Name: Tunica Connector
Site No.: T-1562-B

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 10-9, 1997, by and between
Warren W. Sullivan as Lessor, and Dial Cell, Inc., d/b/a Nextel Communications,
as Lessee. Nextel South Corp. *(Ed)*

The Land is described and/or depicted as follows (metes and bounds description):

Tract 2: All of the fractional Section Twenty-eight (28), Township One (1), Range Nine (9) West, less that part conveyed to the Yazoo Mississippi Levee Board and less that part conveyed to Louis Frits by deed in Book 13, page 83, and less that part within the right of way of the Illinois Central Railroad containing 441 acres, more or less.

Also a strip of land off the North side of Section Thirty-three (33), Township One (1), Range Nine (9) West, described as beginning at a point on the South line of Section Twenty-eight (28), Township One (1), Range Nine (9) West 17 1/2 chains East of the West line of Section Twenty-eight (28), Township One (1), Range Nine (9) West, and running along the said South line of said Section Twenty-eight (28) East to the Y and M V Railroad Company right-of-way; thence running Southwesterly along said right-of-way 17.375 chains, more or less, to an iron pointer; thence West 60 chains, more or less, to a point 17.5 chains East of the West line of Section Thirty-three (33), Township One (1), Range Nine (9) West; running thence North 17.375 chains to the point of beginning on the South line of said Section Twenty-eight (28). The above described land is the same land conveyed by Mrs. Mattie C. Williams and others to H. P. Sullivan by deed in Book 21, page 53, less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 89 at page 301 described above.

EXHIBIT B**DESCRIPTION OF PREMISES**

to the Agreement dated 10-9, 1997, by and between
Warren W. Sullivan, as Lessor, and ~~Dial Call, Inc.~~ d/b/a Nextel Communications,
as Lessee. Nextel South Corp. *(ES)*

The Premises are described and/or depicted as follows:

See Attached

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

