

BOOK

81 PAGE 294
STATE MS. - DESOTO CO.
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W.E. DAVIS CH. CLK.

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DeSoto County, Mississippi
Site ID TN-1562 / Name Tunica Connector

ASSIGNMENT OF LEASES

20 This Assignment of Leases ("Assignment") is made and entered into effective as of the day of April, 1999, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), and Tower Parent Corp., a Delaware corporation and an affiliate of Nextel ("Parent Co.").

WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub"), and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which contemplates, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets;

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain October 9, 1997 lease by and between Warren W. Sullivan as landlord and Nextel South Corporation, a Georgia Corporation, d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease");

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in DeSoto County, Mississippi (the "Property"), and all subleases and sublicenses between Nextel or its predecessor in interest as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases");

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WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Nextel desires to assign to Parent Co., and Parent Co. desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.

3. Assignment. Nextel does hereby assign, transfer, set over, and deliver to Parent Co. all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Parent Co. does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

Site ID TN-1562

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

Nextel South Corp.,
a Georgia corporation

[Signature]
Witness

By: [Signature] [SEAL]
Name: Richard J. Byrne
Its: Vice President

[Signature]
Witness

By: [Signature] [SEAL]
Name: Ried Zulager
Its: Secretary

Tower Parent Corp.,
a Delaware corporation

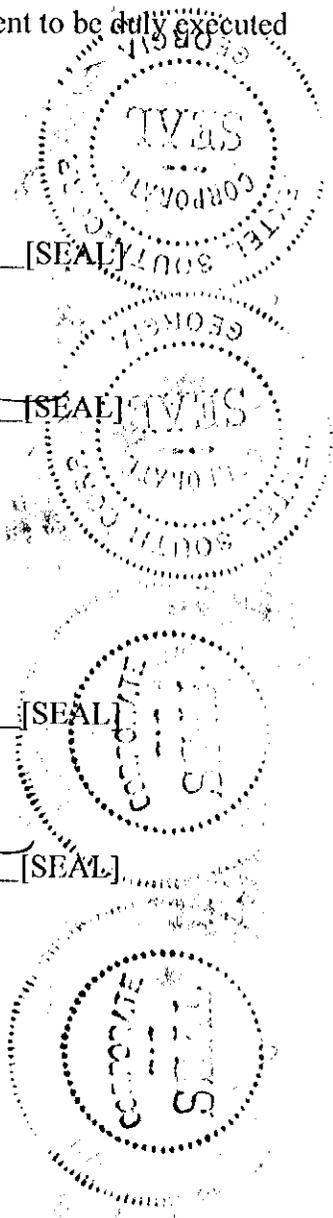
[Signature]
Witness

By: [Signature] [SEAL]
Name: Glen F. Spivak
Its: Vice President

[Signature]
Witness

By: [Signature] [SEAL]
Name: Ried Zulager
Its: Secretary

Address of Assignee/Grantee:
c/o Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, VA 22102
Attn: Corporate Secretary



Corporate Acknowledgment

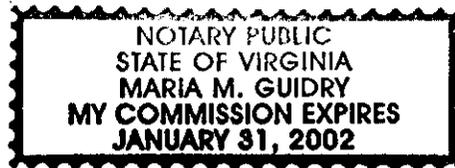
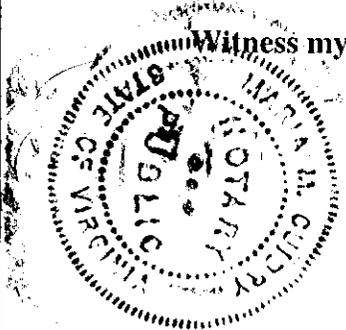
Site ID TN-1562

State of Virginia)
) ss:
County of Fairfax)

On April 16, 1999, before me, the undersigned officer, personally appeared:
(a) Richard J. Byrne, with an address at 1505 Farm Credit Drive, McLean, VA 22102,
and
(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the
[a] Vice President, and
[b] (Assistant) Secretary,
respectively of Nextel South Corp., (hereinafter, the "Corporation") and that as such officer(s),
being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors,
executed, subscribed and acknowledged the foregoing instrument for the purposes therein
contained, by signing the name of the Corporation by himself/herself/themselves in his/her/their
authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the
free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Maria M. Guidry [SEAL]
Notary Public
My commission expires:



Corporate Acknowledgment

Site ID TN-1562

State of Virginia)
) ss:
County of Fairfax)

On April 16, 1999, before me, the undersigned officer, personally appeared:
(a) Glen F. Spivak, with an address at 1505 Farm Credit Drive, McLean, VA 22102,
and

(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the

[a] Vice President, and

[b] (Assistant) Secretary,

respectively of Tower Parent Corp., a Delaware corporation, (hereinafter, the "Corporation") and
that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its
board of directors, executed, subscribed and acknowledged the foregoing instrument for the
purposes therein contained, by signing the name of the Corporation by
himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/their
free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:



Maria M. Guidry [SEAL]
Notary Public

My commission expires:

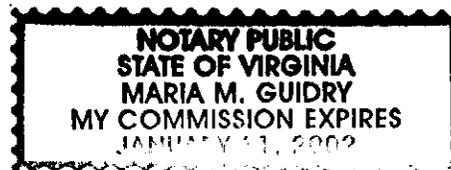


EXHIBIT A

Site ID TN-1562Site Name Tunica ConnectorLegal Description

The description(s) below or attached hereto identifies the following:

- Underlying Parcel Owned by Landlord.
- Leased Property.

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. 

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 Fritz by deed in Book 13, page 93, and less that part within the right of way of the Illinois Central Railroad containing 441 acres, more or less.

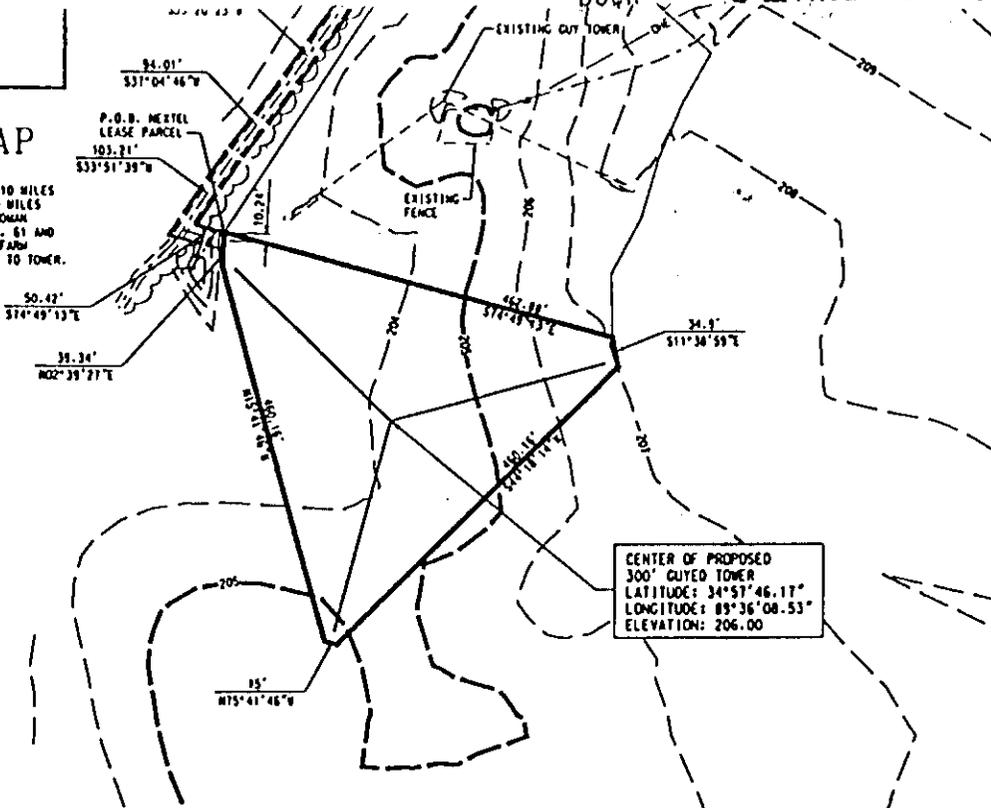
Also a strip of land off the North side of Section Thirty-three (33), Township One (1), Range Nine (9) West, described as beginning at a point on the South line of Section Twenty-eight (28), Township One (1), Range Nine (9) West 17 1/2 chains East of the West line of Section Twenty-eight (28), Township 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 17.8 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 69 at page 391 described above.

LOCATION MAP

DIRECTIONS:
 FROM MEMPHIS, TAKE I-55 SOUTH FROM I-240 APPROX. 10 MILES TO HWY. 302, TAKE HWY. 302 WEST AND GO APPROX. 10 MILES TO BALLS, MS. STAY ON HWY. 302 WHICH BECOMES GOODMAN RD. 1. GO OVER THE NEW HWY. 61, THEN OVER OLD HWY. 61 AND OVER THE RAILROAD TRACKS. TURN RIGHT ON THE BIRT FARM ROAD & GO ABOUT 400' & TURN LEFT. GO ANOTHER 400' TO TOWER.

LEGEND

- EASEMENT LINE
- BUILDING
- EDGE OF PAVEMENT
- - - FENCE LINE
- LEASE PARCEL LINE
- RIGHT OF WAY LINE
- - - SECTION LINE
- - - OVERHEAD TELEPHONE LINE
- - - OVERHEAD POWER LINE
- - - INDEX CONTOUR
- - - INTERMEDIATE CONTOUR
- - - STORM PIPE
- 523.00 SPOT ELEVATION
- CONCRETE MONUMENT, FOUND
- CONCRETE MONUMENT, SET
- PROPERTY CORNER, FOUND
- PROPERTY CORNER, SET
- UTILITY POLE



CENTER OF PROPOSED
 300' GUYED TOWER
 LATITUDE: 34°57'46.11"
 LONGITUDE: 89°36'08.53"
 ELEVATION: 206.00

DESCRIPTION OF NERTEL LEASE PARCEL TUNICA CONNECTOR SITE T-1562-B

A parcel of land situated in the Southeast quarter of Section 28, Township 1 South, Range 9 West, DeSoto County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of Section 28, Township 1 South, Range 9 West, (as determined from Mississippi Department of Transportation plan), run on a relative bearing North 90°00'00" East for a distance of 526.66 feet to a point thence run North 0°00'00" East for a distance of 46.64 feet to a point, said point lying in the centerline of pavement of Goodman Road and being 15.00 feet Northwesterly as measured perpendicular to the westerly right of way line of the Illinois Central Gulf Railroad (as determined from records); thence run North 02°22'53" East for a distance of 73.06 feet to a point; thence run North 17°06'22" East for a distance of 362.63 feet to a point; thence run North 18°32'03" East for a distance of 109.72 feet to a point; thence run North 21°10'18" East for a distance of 113.37 feet to a point; thence run North 38°07'49" East for a distance of 692.80 feet to a point; thence run North 19°38'33" East for a distance of 94.58 feet to a point; thence run North 21°43'56" East for a distance of 103.86 feet to a point; thence run North 58°48'44" East for a distance of 77.83 feet to a point; thence run North 73°03'52" East for a distance of 117.21 feet to a point; thence run North 73°49'11" East for a distance of 299.20 feet to a point; thence run North 81°56'45" East for a distance of 83.36 feet to a point; thence run South 88°00'45" West for a distance of 67.11 feet to a point; thence run North 11°27'28" West for a distance of 202.52 feet to a point; thence run North 70°16'54" East for a distance of 61.54 feet to a point; thence run North 75°41'52" East for a distance of 124.12 feet to a point; thence run North 72°54'53" East for a distance of 86.87 feet to a point; thence run South 28°12'21" West for a distance of 182.66 feet to a point; thence run South 29°45'35" West for a distance of 129.55 feet to a point; thence run South 30°33'02" West for a distance of 115.30 feet to a point; thence run South 35°20'23" West for a distance of 105.87 feet to a point; thence run South 37°04'46" West for a distance of 94.01 feet to a point; thence run South 33°51'39" West for a distance of 103.21 feet to a point; thence run South 24°49'13" East for a distance of 50.42 feet to a point; thence run North 02°39'27" East for a distance of 10.24 feet to a point, said point being the Point of Beginning; thence run South 74°49'13" East for a distance of 467.88 feet to a point; thence run South 11°38'59" East for a distance of 34.90 feet to a point; thence run South 44°18'14" West for a distance of 460.16 feet to a point; thence run North 75°41'46" West for a distance of 15.0 feet to a point; thence run North 15°41'46" West for a distance of 460.16 feet to a point; thence run North 02°39'27" East for a distance of 39.34 feet to a point, said point being the Point of Beginning.

Said parcel contains 2.62 acres.

ADDITIONAL INFORMATION

SITE ADDRESS
615 HIGHWAY 811
GOODMAN ROAD
TUNICA MISSISSIPPI 38868
BUILDING PERMIT
ADAMS COUNTY
PLANNING COMMISSION
2536 HWY 51 SOUTH
MEMPHIS, TN 38139
PHONE: (901) 426-3400
BALING POINT & BEARS
POWER
UTILITY
P.O. BOX 2000
JACKSON, MS 39201
CONTACT: STEVE NERTEL
PHONE: (601) 342-7571
TELEPHONE
811-3000
615 HIGHWAY 811
CLANDONVILLE, MS 38868
CONTACT: BILLY GARDNER
PHONE: (601) 426-9527

DESCRIPTION OF NERTEL 20' INGRESS/EGRESS EASEMENT TUNICA CONNECTOR SITE T-1562-B

An easement situated in the Southeast quarter of Section 28, Township 1 South, Range 9 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 1 South, Range 9 West, (as determined from Mississippi Department of Transportation plan), run on a relative bearing North 90°00'00" East for a distance of 526.66 feet to a point; thence run North 0°00'00" East for a distance of 46.64 feet to a point, said point being the Point of Beginning; thence run North 02°22'53" East for a distance of 73.06 feet to a point; thence run North 17°06'22" East for a distance of 362.63 feet to a point; thence run North 18°32'03" East for a distance of 109.72 feet to a point; thence run North 21°10'18" East for a distance of 113.37 feet to a point; thence run North 38°07'49" East for a distance of 692.80 feet to a point; thence run North 19°38'33" East for a distance of 94.58 feet to a point; thence run North 21°43'56" East for a distance of 103.86 feet to a point; thence run North 58°48'44" East for a distance of 77.83 feet to a point; thence run North 73°03'52" East for a distance of 117.21 feet to a point; thence run North 73°49'11" East for a distance of 299.20 feet to a point; thence run North 81°56'45" East for a distance of 83.36 feet to a point; thence run South 88°00'45" West for a distance of 67.11 feet to a point; thence run North 11°27'28" West for a distance of 202.52 feet to a point; thence run North 70°16'54" East for a distance of 61.54 feet to a point; thence run North 75°41'52" East for a distance of 124.12 feet to a point; thence run North 72°54'53" East for a distance of 86.87 feet to a point; thence run South 28°12'21" West for a distance of 182.66 feet to a point; thence run South 29°45'35" West for a distance of 129.55 feet to a point; thence run South 30°33'02" West for a distance of 115.30 feet to a point; thence run South 35°20'23" West for a distance of 105.87 feet to a point; thence run South 37°04'46" West for a distance of 94.01 feet to a point; thence run South 33°51'39" West for a distance of 103.21 feet to a point; thence run South 24°49'13" East for a distance of 50.42 feet to a point; thence run North 02°39'27" East for a distance of 10.24 feet to a point, said point being the Point of Beginning; thence run South 74°49'13" East for a distance of 467.88 feet to a point; thence run South 11°38'59" East for a distance of 34.90 feet to a point; thence run South 44°18'14" West for a distance of 460.16 feet to a point; thence run North 75°41'46" West for a distance of 15.0 feet to a point; thence run North 15°41'46" West for a distance of 460.16 feet to a point; thence run North 02°39'27" East for a distance of 39.34 feet to a point, said point being the Point of Beginning.

