

STATE OF MISSISSIPPI )

DE SOTO COUNTY )

RECORDING PLEASE RETURN TO:  
LandAmerica Com'l Lender & Search  
5600 Cox Road  
Richmond, VA 23060

Attn: Hope Trainer

**ASSIGNMENT OF LEASE**

11/27/07 10:00:12  
BK 123 PG 107  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This Assignment of Lease (this "Agreement") is made effective as of October 18, 2007, by **ELIZABETH T. GARTRELL**, an unmarried woman ("Assignor"), and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor (as successor in interest to Albert Gartrell) is the Landlord under that certain Option and Lease Agreement dated January 25, 1988, which was recorded in Deed Book 61, Page 738 in the Office of the Chancery Clerk of DeSoto County, Mississippi, a copy of which is attached hereto as Exhibit "A" between Assignor and BellSouth Mobility Inc., as tenant, (the "Tenant Lease"); and

WHEREAS, the Assignor has agreed to transfer and assign the Tenant Lease to the Assignee.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** The Assignor does hereby transfer, sell, convey and assign the Tenant Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof.

2. **Assumption.** The Assignee hereby assumes all of the obligations of the Assignor as landlord under the Tenant Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Tenant Lease.

3. **Miscellaneous.**

(a) Amendments. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.

(b) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

Durable POA recorded 10/27/07 Deed BK 120, Pg 584

11051561

16

- (c) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.
- (d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Mississippi.
- (e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or enforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.
- (f) No Delay or Waiver. No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.
- (g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.
- (h) Entire Agreement. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

**ASSIGNOR:**

*William A. Gartrell as attorney in fact*  
**ELIZABETH T. GARTRELL** *Elizabeth T. Gartrell*  
Date: 10/16/07

**ACKNOWLEDGMENT**

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of October, 2007, within my jurisdiction, the within named ~~ELIZABETH T. GARTRELL, an unmarried woman, who acknowledged that she executed the above and foregoing instrument.~~ William A. Gartrell, Attorney in Fact for Elizabeth G. Gartrell, an unmarried woman, who acknowledged he executed the above and foregoing instrument.

*Janis L. Britt*  
Notary Public

My Commission Expires:

4-11-2010  
[Affix Notarial Seal]



**ASSIGNEE:**

**CROWN CASTLE SOUTH LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

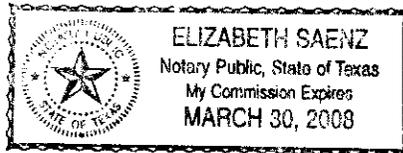
COUNTY OF HARRIS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18 day of October, 2007, within my jurisdiction, the within named Jay Brown, who acknowledged that (he)(she) is VP of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Elizabeth Saenz  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

(Affix official seal, if applicable)



INSTRUMENT PREPARED BY:

MATTHEW W. BARNES, ESQ.  
BAKER, DONELSON, BEARMAN, CALDWELL  
& BERKOWITZ, PC  
420 NORTH 20<sup>TH</sup> STREET  
WACHOVIA TOWER SUITE 1600  
TELEPHONE: (205) 328-0480

AFTER RECORDING RETURN TO:

LAND MERICA LAWYERS TITLE  
LTIC / COMMERCIAL LENDER SERVICES  
ATTN: POLLY CASEY  
5600 COX ROAD  
GLEN ALLEN, VA 23060

GRANTOR'S ADDRESS & TELEPHONE NUMBER:

ELIZABETH T. GARTRELL  
7345 CHURCH ROAD  
WALLS, MS 38680  
(662) 781-0209

GRANTEE'S ADDRESS & TELEPHONE NUMBER:

CROWN CASTLE SOUTH LLC  
2000 CORPORATE DRIVE  
CANONSBURG, PA 15317  
(724) 416-2339

INDEXING INSTRUCTIONS:

SITE 7 IN HERNANDO INDUSTRIAL PARK, FIRST REVISION, PHASE 1, IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 7 WEST, AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 23, PAGE 6-9 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

SOURCE OF TITLE:

DEED BOOK 206, PAGE 170

PARCEL ID:

3074-1902.0-00007.00

**EXHIBIT "A"**  
Recorded Lease

File Designation Supplement  
 Memorandum of Sublease  
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
 BOOK 80-040-100-108  
 NO. 79  
 THIS THE 2 DAY OF JANUARY 1988  
 SIGNED AND DELIVERED BY  
 [Signature]

OPTION AND LEASE AGREEMENT  
 This Agreement, made this 25<sup>th</sup> day of January, 1988 between Albert [Signature] (Optionor/Lessor) and BELLSOUTH MOBILITY INC. (Optionee-Tenant) hereinafter called TENANT.

RECITALS:

LESSOR is the owner of certain real property located in Haranda in Ma Sata County, State of Mississippi, and TENANT desires to obtain an Option to lease a portion of said real property (hereinafter called Property), with a right of way for access thereto, containing approximately 2475 square feet more specifically described in and as substantially shown outlined in red on Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of a sum of [Redacted] Dollars (\$ [Redacted]), hereinafter referred to as Option Money, to be paid by TENANT to the LESSOR, which TENANT will provide upon its execution of this Agreement, the LESSOR hereby grants to TENANT the right and option to lease said Property including a right of way for access thereto for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to April 25, 1988.

~~At TENANT's election, and upon TENANT's prior written notification to LESSOR, the time during which the Option may be exercised may be further extended for one additional period of   months, through and including  , 19 , with an additional payment of   Dollars (\$  ) by TENANT to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto, he shall immediately notify TENANT in writing so that TENANT can take steps necessary to protect TENANT's interest in the Property.~~

This Option may not be sold, assigned, or transferred, at any time except to TENANT's principal, affiliates or subsidiaries of its principal. As to other parties, this Option may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

Should TENANT fail to exercise this Option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

The LESSOR shall permit TENANT during the Option Period, free ingress and egress to the Property to conduct such surveys, structural strength analysis, subsurface boring tests and other activities of similar nature, as TENANT may deem necessary, at the sole cost of TENANT.

Notice of the exercise of the Option shall be given by TENANT to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following Agreement shall take effect:

O/L Guyed Fixed  
 12/87

## LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of Property, containing approximately 2475 square feet, situated in De Soto County, State of Mississippi, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a Twenty foot (20) wide right of way extending from the nearest public right of way Hidden Lane, to the demised premises, said Property and right of way for access being substantially as described herein in Exhibit "A" and as shown enclosed within red lines on Exhibit "A" attached hereto and made a part hereof. LESSOR shall cooperate with TENANT in its effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an additional right of way either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". Cost for such work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the date the option is exercised by TENANT at an annual rental of [REDACTED]

or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

4. TENANT shall have the option to extend this lease for four (4) additional five (5) year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

5. The annual rental for the [REDACTED]

6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension.

7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Mobile Communications Facility and uses incidental thereto, consisting of one building of approximately 600 square feet and one free standing or guyed antenna structure of approximately 220' feet in height and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the Property (not including the access easement). All improvements shall be at TENANT's expense. TENANT will maintain the property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the rezoning procedure. LESSOR agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT in its sole discretion will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

8. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

9. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the property. TENANT shall reimburse LESSOR as additional rent for any increase in real estate taxes levied against the leased property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

11. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear excepted. At LESSOR's option when this Agreement is terminated and upon LESSOR's advance written notice

to TENANT, TENANT will leave the foundation and security fence to become property of LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than TENANT, such sale shall be under and subject to this Lease Agreement and TENANT's rights hereunder, and any sale by the LESSOR of the portion of this property underlying the right of way herein granted shall be under and subject to the right of the TENANT in and to such right of way. LESSOR agrees not to sell, lease or use any other areas of the entire parcel upon which property is situated for placement of other communications facilities if, in TENANT's sole judgment, such installation would interfere with the facilities in use by TENANT.

13. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property.

15. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any disputes, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

16. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Mississippi.

17. This lease may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

18. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: BellSouth Mobility Inc  
5600 Glenridge Drive  
Suite 500  
Atlanta, Georgia 30342

Attn: Assistant Manager  
Real Estate & Building  
Network North

LESSOR: Albert J. Strickland  
7345 Church Hill W.  
Wells, Mo 64680  
64781-0018

19. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

20. At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Property or right of way; provided, however, every such mortgage shall recognize the validity of the Agreement in the event of a foreclosure of LESSOR's interest and also TENANT's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. TENANT shall execute whatever instruments as may reasonably be required to evidence this subordination clause. In the event the leased property is encumbered by a mortgage, the LESSOR immediately after this option is exercised, will obtain and furnish to TENANT, a non-disturbance instrument for each such mortgage in recordable form.

21. If the whole of the leased premises or such portion thereof as will make the premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's leasehold interest hereunder.

22. TENANT, at TENANT's option may erect either a self supporting tower or a guyed tower suitable for his proposed use. Should TENANT choose to erect a guyed tower, Lessor grants TENANT easements for the purpose of anchoring and mounting guy wires extending from TENANT's tower. Said easement shall extend 224 feet in all directions from the leased parcel.

23. LESSOR grants that TENANT has the following rights:

- A. Twenty-four hour, seven day a week right of ingress and egress to said guy anchors for purposes of maintenance, inspections, and installation to insure the proper installation and operation of the TENANT's facility. Such inspection, maintenance and installation shall be TENANT's sole responsibility and all such costs shall be borne by TENANT.
- B. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon TENANT's tower or tower's guy wires.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSOR: Albert Gastall

Jesse D. Brewer  
WITNESS

BY: \_\_\_\_\_

NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

TENANT: BellSouth Mobility Inc

Christine Tompkins  
WITNESS

Frederick W. Johnson  
BY: Frederick W. Johnson  
Vice President & General Counsel

APPROVED AS TO FORM  
Carl McVay  
CONTRACT MANAGER  
DATE 3-9-88

STATE OF Miss

COUNTY OF Desoto

Jan 26, 1988

On this 26 day of Jan, 1988 before me, the undersigned, a Notary Public in and for said County and State personally appeared Albert Hartwell

known to me to be the person/persons whose name/names subscribed to within instrument and knowledged that he/she/they executed the same.

Signature James D Brewer

J D Brewer  
(Typed or printed)



Commission Expires: 7-16-88

STATE OF GEORGIA

COUNTY OF FULTON

I, Rebecca F. May, a Notary Public in and for the State and County aforesaid, hereby certify that Frederick W. Johnson personally known to me to be the Vice President of BellSouth Mobility Inc appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of BellSouth Mobility and his free act and deed as such officer thereof.

REBECCA F. MAY  
Notary Public, Cobb County, Georgia  
My Commission Expires Dec. 17, 1990

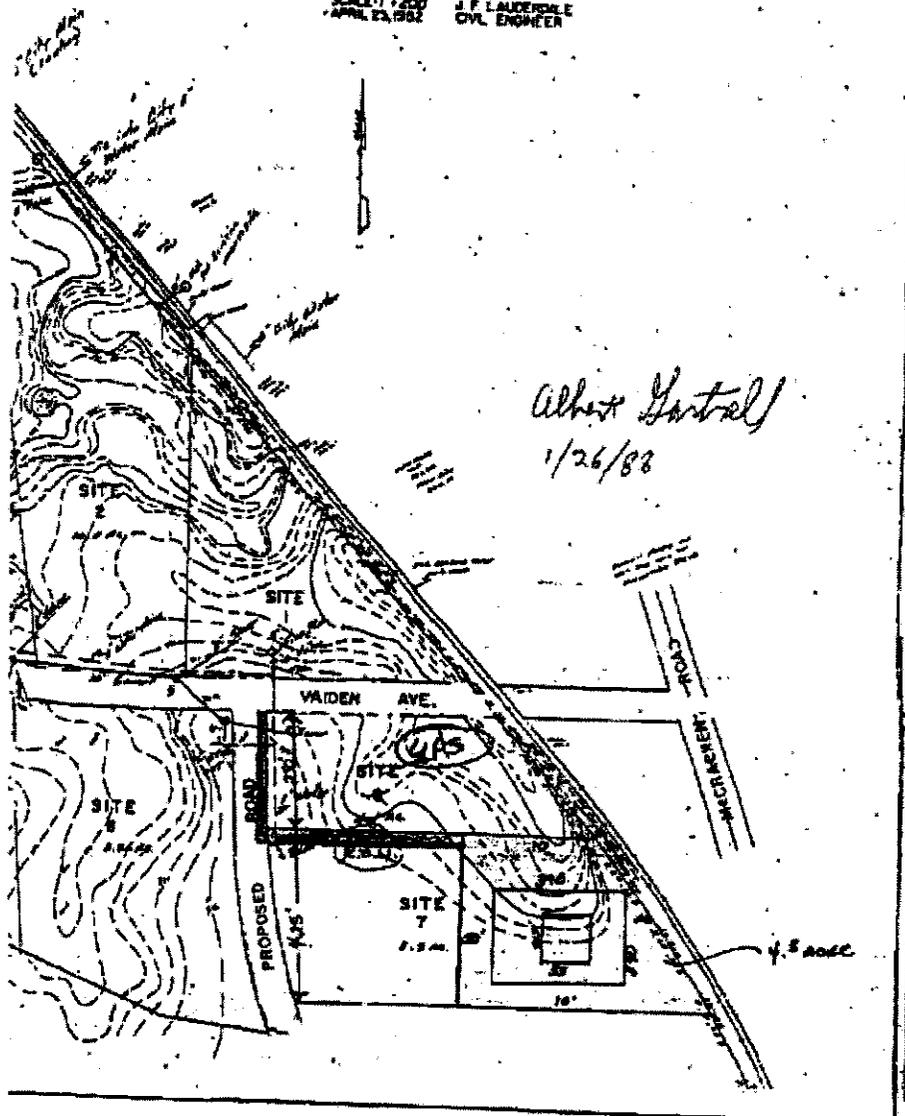
My Commission expires

WITNESS MY HAND and notarial seal this 9th day  
of March, 19 88.

*Rebecca F. May*  
Notary Public



TOPOGRAPHIC SURVEY OF  
HERNANDO INDUSTRIAL PARK  
SECTIONS 18 & 19, TOWNSHIP 3  
SOUTH, RANGE 7 WEST IN  
DESOTO COUNTY, MISS.  
SCALE: 1" = 200'  
APRIL 23, 1982 J.F. LAURENCE  
CIVIL ENGINEER



VICINITY MAP  
SCALE: NONE

LEGAL DESCRIPTION (SITE 2)

A certain portion of ground situated in Hernando, DeSoto County, Mississippi, also being a portion of Site 7 Hernando Industrial Park Subdivision Section 19, Township 9 South, Range 7 West as recorded in Plat Book 21, Page 10-11 and more fully described as follows:

Proposed Site 2:

Commencing at a point in the intersection of the south line of Police Avenue (200 feet wide) and the east line of Industrial Drive (200 feet wide) thence South 2 degrees 17 minutes 54 seconds West (S 2° 17' 54" W) along the east line of Industrial Drive a distance of 278.00 feet to an existing iron fence rail in the northwest corner of Site 1; thence South 27 degrees 20 minutes 44 seconds East (S 27° 20' 44" E) along the north line of Site 1 a distance of 212.00 feet (measured) to an iron pin and post being the point of beginning; thence South 27 degrees 20 minutes 44 seconds West along the north line of Site 1 a distance of 278.12 feet (measured) to an existing iron fence rail in the west line of the Illinois Central and Gulf Railroad; thence southeasterly along said west line of the Illinois Central and Gulf Railroad the following courses:

- S 24° 17' 48" E 120.00 feet
- S 77° 24' 15" E 212.12 feet
- S 27° 26' 46" E 22.62 feet

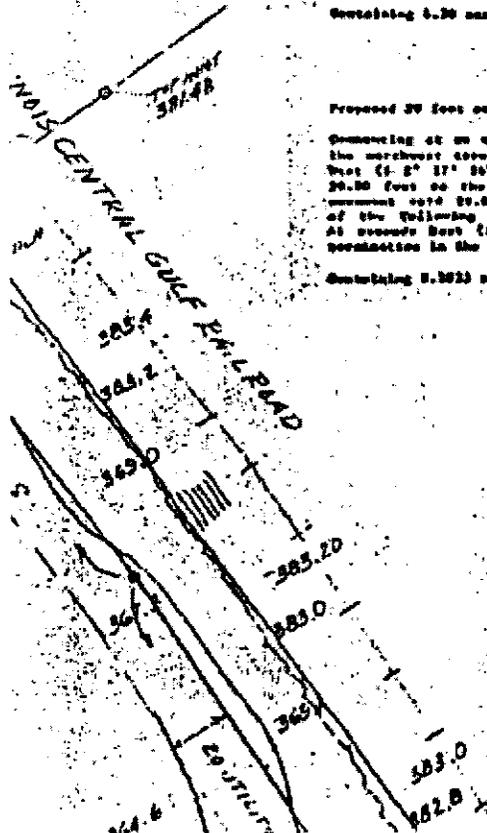
To an existing iron fence rail in the southeast corner of Site 7, thence north 28 degrees 20 minutes 44 seconds West (N 28° 20' 44" W) along the south line of Site 7 a distance of 124.21 feet to an iron pin thence North 12 degrees 20 minutes 44 seconds East (N 12° 20' 44" E) 122.00 feet to the point of beginning.

Containing 0.20 acres.

Proposed 20 foot access easement:

Commencing at an existing iron rail in the east line of Industrial Drive and the northwest corner of Site 7 thence South 2 degrees 17 minutes 54 seconds West (S 2° 17' 54" W) along the east line of Industrial Drive a distance of 20.00 feet to the point of beginning in the centerline of a 20 foot access easement with 20.00 feet access easement being located 20.00 feet each side of the following described centerline; thence South 27 degrees 20 minutes 44 seconds East (S 27° 20' 44" E) a distance of 209.16 feet to a point of termination in the east line of proposed Site 2.

Containing 0.2023 square feet.



STATE MS. - DESOTO CO.  
FILED  
JUN 25 10 05 AM '91  
RECORDED 6/25/91  
DEED BOOK 67 P. 14  
PAGE 228  
W.E. DAVIS CH. CLK.