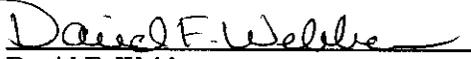


Site Name: Pleasant Hill/812861

THIS INSTRUMENT PREPARED:

David F. Webber  
Singleton Cooksey LLP  
Attorneys at Law  
6363 Woodway, Suite 610  
Houston, Texas 77057  
713-532-6200

  
David F. Webber

After recording return to:

Index: Southwest ¼ of Section 15, Township 2 South, Range 7 West  
Legal Description Attached As Exhibit "C"

**ACCESS, USE AND UTILITY EASEMENT  
AGREEMENT AND OPTION TO LEASE PROPERTY**

THIS ACCESS, USE AND UTILITY EASEMENT AGREEMENT (the "Agreement") is made as of the 8 day of September, 2009 by and among DeSoto County School Board as Trustee for the DeSoto County School District, a \_\_\_\_\_ ("DeSoto"), Dudley B. Bridgforth and wife Donna Kay Bridgforth (collectively, "Bridgforth"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("AT&T"), the successor by merger with BellSouth Mobility LLC, a Georgia limited liability company, dated December 31, 2004, the successor by corporate election to BellSouth Mobility Inc with a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004, Attention Lease Administration. When used herein the term, "Grantees" shall refer to Bridgforth and AT&T collectively.

**RECITALS:**

**WHEREAS**, Bridgforth ("Bridgforth") owned property described in Deed Book 224, page 726, DeSoto County Chancery Clerk's Office (the "Bridgforth Tract"); and

**WHEREAS**, Bridgforth leased AT&T a 6,650 square foot parcel of land (the "Tower Lease Area") together with a 20' access easement (the "Original Access Easement") pursuant to an Option and Lease Agreement dated December 20, 1994 (the "Lease"), evidenced by a Memorandum of Option and Lease Agreement of record in Book 69, page 441, said Clerk's Office for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, replacing, removing modifying,

substituting, expanding, and relocating a wireless communications facility, including, without limitation, related antenna equipment, fixtures and appurtenant and/or necessary utilities more particularly described on Exhibit "A" attached hereto; and

**WHEREAS**, Bridgforth conveyed the Bridgforth Tract to DeSoto by that certain Warranty Deed dated December 10, 2008, recorded in Deed Book 599, page 449, said Clerk's Office, which conveyance included a reservation by Bridgforth of an exclusive perpetual easement over a 70' by 108' parcel of property, more specifically described on Exhibit "B" attached hereto (the "**Tower Easement Area**"); the Tower Easement Area includes the Tower Lease Area; the Bridgforth Tract, as conveyed to DeSoto by such Warranty Deed, subject to the Tower Easement Area and to all easements and rights-of-way of record is hereinafter referred to as the "**DeSoto Parcel**"; and

**WHEREAS**, in consideration of the Grantees termination and release of the Original Access Easement, DeSoto has agreed to grant, transfer, and convey to Grantees, and to their successors, sublessees and assigns, a new access, use and utility easement upon, over, under, through and across a portion of the DeSoto Parcel; and

**WHEREAS**, in consideration of DeSoto's grant, transfer, and conveyance to Grantees, and to their successors, sublessees and assigns of the new access, use and utility easement, Grantees have agreed to terminate their rights in the Original Access Easement.

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00), the receipt and legal sufficiency of which is hereby acknowledged, the parties covenant, contract and agree that the foregoing premises are true and correct and form the basis for this Agreement. Further, the parties agree as follows:

1. **Grant of Easement.** DeSoto hereby grants unto Grantees and their successors, sublessees and assigns, a perpetual non-exclusive access, use and utility easement (the "**Easement**") over, upon, under, through and across the portion of the DeSoto Parcel described on Exhibits "C" and "D", attached hereto and incorporated herein by reference as if copied verbatim herein (the "**Easement Area**"). Grantees, together with their successors, sublessees, assigns, contractors, agents and representatives, may use the Easement for purposes of accessing, installing, constructing, maintaining, repairing, operating, altering, inspecting, replacing, removing, modifying, substituting, expanding, and relocating a personal communications service system and wireless communications service system on the Tower Lease Area (referred to herein as the "**Facilities**"), including, without limitation, the placement of poles, antennas, antenna equipment, cables, cable wiring, conduit, receivers, transmitters, fixtures, fences, underground utility and cable lines, and other related facilities, equipment and appurtenances necessary for the Facilities. Grantees and their agents, successors, sublessees and assigns will have access to the Easement twenty-four (24) hours per day, seven (7) days per week.

2. **Construction of the Easement by DeSoto.** Prior to construction, DeSoto shall submit plans and specifications for the new access drive to AT&T for its approval, such approval not to be unreasonably withheld, conditioned or delayed. During construction of the Easement by DeSoto, Grantees and their agents, successors, sublessees and assigns shall have uninterrupted vehicular and pedestrian access to the Tower Lease Area over the Original Access Easement and construction of the Easement by DeSoto shall not interfere with Grantees and their agents, successors, sublessees and assigns access to the Tower Lease Area. DeSoto shall pay all costs and expenses associated with the construction of the Easement. DeSoto warrants that there are no conditions, restrictions encumbrances, easements, or third party interests that could result in reduction or termination of Grantees' access over the Easement Area. Notwithstanding anything to the contrary herein, Grantees' non-exclusive utility easement shall not be relocated.

3. **Maintenance and Repair.** DeSoto shall maintain the Easement Area in a good and safe condition, however, AT&T and/or Bridgforth, as applicable, shall reimburse DeSoto for the cost to repair any damage to the Easement Area (or to improvements on the Easement Area) caused by AT&T and/or Bridgforth, or their agents, guests, licensees, and/or invitees, as applicable.

4. **Relocation of Gate.** Prior to completion of construction of the new access drive, AT&T shall relocate the existing gate from the western perimeter of the Tower Easement Area to the northern perimeter of the Tower Easement Area and DeSoto shall bear all costs and expenses to relocate the gate and repair existing fencing.

5. **Use of Easement.** The consents and rights granted herein are granted only to Grantees, their successors, agents, sublessees and assigns, and shall exist for only so long as the Tower Easement Area is utilized or owned by Grantees, or their successors, agents, sublessees or assigns and used to maintain and operate the Facilities, and this Agreement shall terminate automatically upon the permanent removal of the Facilities from the Tower Lease Area. Grantees covenant to utilize the Easement and the Easement Area only for the purposes set forth herein. DeSoto covenants not to do or permit any act or acts that will unreasonably prevent or hinder Grantees', or their agents', sublessees', assignees', contractors' or representatives' use of the Easement or the Easement Area for the aforementioned purposes.

6. **Termination of Original Access Easement.** Upon completion of construction of the access road to be built within the Easement Area granted herein, Grantees' rights in the Original Access Easement shall terminate, provided however, that such termination shall in no way result in a termination of Grantees' existing, non-exclusive utility easement.

7. **Tower Site.** In the event any improvements related to the operation of the cellular communications tower may encroach into the Easement Area, DeSoto consents to such improvements being located in the Easement Area. In the event any portion of the Facilities and/or improvements related to the operation of the Facilities is located outside of the Tower Easement Area, DeSoto consents to such encroachment and waives any right to receive rent or other compensation for such encroachment other than as provided in this Agreement.

8. **Option to Lease Additional Property.** During the term of this Agreement, AT&T shall have the irrevocable option ("**Option**") to lease a 20' x 70' tract of land within the DeSoto Parcel that is located contiguous to and situated along the eastern boundary of the Tower Easement Area (the "**Additional Lease Area**") on the same terms and conditions set forth in the Lease. AT&T may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Agreement. If AT&T elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), AT&T shall pay the same rent per square foot for the Additional Lease Area ("**Additional Lease Area Rent**") to DeSoto as the rent paid per square foot by AT&T for the Lease at the time of full execution of the Additional Lease Area Documents. On the first anniversary of AT&T's exercise of the Option and on the anniversary of that date each year thereafter (the "**Adjustment Date**"), the Additional Lease Area Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("**CPI-U**") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the lease rental amount of the most recent rent. In no event shall the increase in rent calculated for any one (1) year period exceed 3% of the most recent rent.

AT&T may exercise the Option by providing written notice to DeSoto at any time; provided, however, that following AT&T's delivery of notice to DeSoto, AT&T may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if AT&T discovers or obtains any information of any nature regarding the Additional Lease Area which AT&T determines to be unfavorable, in its sole discretion. Within 30 days after AT&T's exercise of the Option, DeSoto agrees to execute and deliver a lease agreement, a memorandum of lease, and any other documents necessary to grant and record AT&T's interest in the Additional Lease Area ("**Additional Lease Area Documents**"). In addition, within 30 days after AT&T's exercise of the Option, DeSoto shall obtain and deliver any documentation necessary to remove, subordinate or satisfy from any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to AT&T's satisfaction.

To the extent that Bridgforth has any rights in the Additional Lease Area, Bridgforth agrees that their rights in the Additional Lease Area are subject to the Option. Bridgforth agrees that: (i) their rights are subject to the Option; (ii) the Option can be exercised pursuant to the above paragraph without further notice to Bridgforth; and (iii) Bridgforth will not be entitled to any rent payable by AT&T with regard to the Additional Lease Area.

9. **Indemnification.** DeSoto agrees to indemnify and hold Grantees, their successors and assigns, harmless from and against any and all liability, loss, damage or expense, which Grantees, their successors, assigns, sublessees or affiliates may or might incur under or by reason of this Agreement, and from and against any and all claims and demands whatsoever which may be asserted against Grantees, their successors, assigns, sublessees and affiliates by reason of any alleged obligation or undertaking on the part of DeSoto to perform or discharge any of the terms, covenants or agreements contained in this Agreement.

10. **No Public Use Dedication.** Nothing contained in this Agreement will be deemed to be a dedication of any portion of the Easement Area to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes set forth herein.

11. **Successors and Assigns.** The terms, conditions, covenants and agreements contained herein, and the Easement granted herein, shall be binding on and inure to the benefit of DeSoto, AT&T and Bridgforth and their respective heirs, successors, sublessees and assigns. AT&T and/or Bridgforth may assign, sublease or transfer this Agreement and the Easement, or any portion of the Easement, without the consent of DeSoto. Each and all of the covenants and provisions contained herein (a) are made as an appurtenance for the benefit of the Tower Easement Area; (b) will create mutual equitable servitudes upon the Tower Lease Area and DeSoto Parcel and shall be covenants running with the land; and (c) will bind every person having any fee, leasehold or other interest in any portion of the Tower Lease Area or DeSoto Parcel to the extent that such portion is affected or bound by any term, covenant or provision set forth herein. Any references to "**DeSoto,**" "**AT&T,**" "**Bridgforth,**" and "**Grantees**" shall be deemed to mean and include their respective heirs, successors, sublessees and assigns as though they had been original parties to this Agreement.

12. **Attorneys' Fees.** In the event that DeSoto, AT&T or Bridgforth shall institute legal proceedings to enforce or construe any of the terms, provisions, covenants, conditions or restrictions set forth in this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party.

13. **Notices.** All notices required or permitted hereunder must be in writing and are effective only when deposited in the U.S. Mail, certified and postage prepaid, or when sent via overnight

delivery to the following addresses (or such other address as the parties may designate and provide notice of in writing in accordance with the terms and provisions of this paragraph):

If to DeSoto                      DeSoto County School Board  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

If to Bridgforth                Dudley B. and Donna Kay Bridgforth  
 c/o Bridgforth & Buntin  
 P.O. Box 241  
 Southaven, MS 38671  
 (662) 393-4450

If to AT&T                        New Cingular Wireless PCS, LLC  
 Attention: Network Real Estate Administration  
 Re: Cell Site #812861; Cell Site Name: Pleasant Hill MEM097  
 Fixed Asset No. \_\_\_\_\_  
 12555 Cingular Way, Suite 1300  
 Alpharetta, GA 30004  
 Telephone Number: \_\_\_\_\_

With a required copy of the notice to:  
 New Cingular Wireless PCS, LLC  
 Attn: Legal Department  
 Re: Cell Site # 812861; Cell Site Name: Pleasant Hill MEM097  
 Fixed Asset No. \_\_\_\_\_  
 1025 Lenox Park Blvd., 5<sup>th</sup> Floor  
 Atlanta, GA 30319-5309

with copies to:                 Crown Castle USA Inc.  
 E. Blake Hawk, General Counsel  
 Attn: Real Estate Department  
 2000 Corporate Drive  
 Canonsburg, PA 15317

Notice shall be deemed given upon receipt or upon refusal to accept delivery.

14.        **Subordination and Non-Disturbance.** This Agreement and the Easement are subordinate to any mortgage or deed of trust now of record against the Easement Area. However, promptly after the Agreement is fully executed, DeSoto will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to AT&T and Bridgforth from the holder of any such mortgage or deed of trust.

15.        **Governing Law.** This Agreement is governed by the laws of the state where the Easement Area is located.

16.        **Entire Agreement; Amendments; Headings.** This Agreement (together with the exhibit) constitutes the entire agreement between the parties and supersedes all prior written and

verbal agreements, representations, promises, or understandings between the parties. Any amendments to the Agreement must be in writing and executed by both parties. The headings appearing on this Agreement are intended only for convenience of reference and are not to be considered in construing this Agreement.

[Remainder of Page Intentionally Left Blank]

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

DeSOTO:

DeSoto County School Board, as Trustee for the DeSoto County School District

By: Ann O. Jolley  
Name: ANN O. JOLLEY  
Title: President Board

STATE OF MISSISSIPPI )  
COUNTY OF DeSoto )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of September, 2009, within my jurisdiction, the within named Ann O. Jolley, who acknowledged that he/she is President of DeSoto County School Board, as Trustee for the DeSoto County School District, a \_\_\_\_\_, and that for and on behalf of the said entity, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Corrie H. Scott  
NOTARY PUBLIC

My Commission Expires: Mar. 9, 2010

NOTARY PUBLIC STATE OF MISSISSIPPI  
AT LARGE MY COMMISSION EXPIRES  
MARCH 9, 2010. BONDED THRU THE  
OHIO CASUALTY INSURANCE.



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

BRIDGFORTH:

Dudley B. Bridgforth  
Dudley B. Bridgforth

Donna Kay Bridgforth  
Donna Kay Bridgforth

STATE OF MISSISSIPPI     )  
COUNTY OF DESOTO     )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of September, 2009, within my jurisdiction, the within named Dudley B. Bridgforth and wife, Donna Kay Bridgforth, who acknowledged that they executed the above and foregoing instrument.

Janet R. O'Daniel  
NOTARY PUBLIC

My Commission Expires: 4/27/2011



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

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation, a Delaware corporation, its Manager

By: \_\_\_\_\_  
Name: Nellie Jabbari, Senior Manager- Partnerships/MLAs

STATE OF GEORGIA                    )  
COUNTY OF DEKALB                )

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_ day of \_\_\_\_\_, 2009, within my jurisdiction, the within named Nellie Jabbari, who acknowledged that she is the Senior Manager – Partnerships/MLAs of AT&T Mobile Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

\_\_\_\_\_  
NOTARY PUBLIC

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

This Instrument Prepared by:  
James L. Murphy III  
Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, TN 37203

**EXHIBIT A****TOWER LEASE AREA**

A PARCEL OF LAND SITUATED IN THE NW ¼ OF THE SW ¼ OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID NW ¼ OF SW ¼, SAID POINT BEING IN THE CENTER OF GETWELL ROAD; THENCE RUN SOUTH 89°56'05" EAST ALONG THE SOUTH LINE OF SAID ¼-¼ A DISTANCE OF 53.00 FEET TO THE EAST R/W LINE OF SAID GETWELL ROAD AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 70.00 FEET; THENCE RUN SOUTH 89°56'05" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID ¼-¼ A DISTANCE OF 95.00 FEET; THENCE RUN SOUTH 00°09'00" WEST ALONG A LINE PARALLEL TO SAID EAST R/W LINE OF GETWELL ROAD A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ¼-¼ ; THENCE RUN NORTH 89°56'05" WEST ALONG SAID SOUTH ¼-¼ LINE A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,650 SQUARE FEET (0.15 ACRES) MORE OR LESS.

**ORIGINAL ACCESS EASEMENT**

Commencing at a point in the Southwest corner of the proposed site MS-Pleasant Hill; thence North 00 degrees 59 minutes 05 seconds West along the West line of the proposed site a distance of 35.00 feet to a point in the centerline of the proposed 20 foot access easement; the point of beginning; thence South 89 degrees 37 minutes 20 seconds West along the centerline of the proposed 20 foot access easement a distance of 53.00 feet to a point of termination in the centerline of Getwell Road.

Containing 1,060 square feet.

**EXHIBIT B**

**LEGAL DESCRIPTION - TOWER EASEMENT AREA**

A 70' x 108' parcel of land within that certain portion of land situated in the Southwest  $\frac{1}{4}$  of Section 15, Township 2 South, Range 7 West, DeSoto County, Mississippi, conveyed to Dudley B. Bridgforth, Jr., in Deed Book 224, Page 726 in the Chancery Clerk's office of Desoto County, Mississippi. Which parcel's westerly border runs along the existing East right-of-way line of Getwell Road.

EXHIBIT CLEGAL DESCRIPTION - RELOCATED ACCESS EASEMENT

A PARCEL OF LAND FOR INGRESS AND EGRESS SITUATED IN THE NW ¼ OF THE SW ¼ OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID NW ¼ OF SW ¼, SAID POINT BEING IN THE CENTER OF GETWELL ROAD; THENCE RUN SOUTH 89°56'05" EAST ALONG THE SOUTH LINE OF SAID ¼ -¼ A DISTANCE OF 53.00 FEET TO THE EAST R/W LINE OF SAID GETWELL ROAD; THENCE RUN NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°09'00" EAST ALONG SAID EAST R/W LINE A DISTANCE OF 55.00 FEET; THENCE RUN SOUTH 89°51'00" EAST A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 00°09'00" WEST ALONG A LINE THAT IS PARALLEL TO SAID EAST R/W LINE OF GETWELL ROAD A DISTANCE OF 54.96 FEET; THENCE RUN NORTH 89°56'05" WEST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,375 SQUARE FEET (0.03 ACRES) MORE OR LESS.

**EXHIBIT D**  
**SURVEY DRAWING**

Pleasant Hill BU#812861

