MARGINAL NOTATION FORM

Book	596	Page	551

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

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
AGE	748	600		11/13/2014	BF

10/29/08 9:13:40
BK 596 PG 551
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
After recording return to:
Stacy Porter
Stewart Title NTS
1980 Post Oak, Suite 610
Houston, Texas 77056
SN# 08-333321

THIS INSTRUMENT PREPARED BY:
Jim Murphy
Boult Cummings Conners & Berry PLC
1600 Division Street, Suite 700
Nashville, Tennessee 37203

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facility:	Southaven/813031
Street Address:	7149 Hungry Fisherman Drive
City:	Southaven
County:	DeSoto
State:	Mississippi

between

Goodman-55, LTD., L.P., a Tennessee limited partnership, grantor

and

Crown Castle South LLC,
a Delaware limited liability company, grantee

1858548 v2
100462-1342 10/27/2008

13

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this 27 day of Oct., 2008, by and between Goodman-55 LTD., L.P., a Tennessee limited partnership ("Grantor"), having a mailing address of c/o Morris Kriger, 355 Shady Woods Cove, Memphis, Tennessee 38120 and Crown Castle South LLC, a Delaware limited liability company ("Crown"), with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. **Description of Grantor's Property**. Grantor is the owner of that certain land and premises in Southaven, DeSoto County, State of Mississippi, shown as Lot 4A on the replat of Lot 4, Goodman I-55 subdivision described in Plat Book 90, Page 20 as recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi, being a portion of the property described in said Clerk's Office in Book 104, Page 559, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being One Hundred Eighty-Five Thousand and No/100's Dollars ($185,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 65 feet by 65 feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Crown, its successors and assigns, in addition to this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty foot right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event Crown or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Crown, to Crown or at Crown's request, directly to a public utility, at no cost and in a location acceptable to Crown (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the public records of DeSoto County, Mississippi. Also, Grantor hereby grants to Crown, its successors and assigns, a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Crown's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Crown shall restore such portion of Grantor's Property to its original condition after completing its use of the construction and maintenance easement.

3. **Easement Area.** The Easement Area, excluding the Access Easement, shall be used for constructing, maintaining and operating a wireless communications facility and uses incidental thereto for Crown's use and the use of its lessees, licensees and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Crown's communications facility shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Crown on the Easement Area, excluding the Access Easement. If requested by Crown, Grantor will execute, at Crown's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, excluding the Access Easement, including documents necessary to petition the appropriate public bodies for certificates,

permits, licenses and other approvals deemed necessary by Crown in Crown's absolute discretion to utilize the Easement Area, excluding the Access Easement, for the Permitted Use. Grantor agrees to be named applicant if requested by Crown, but at no expense to Grantor. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use. Crown shall maintain the Easement Area in a reasonable condition, however, Grantor shall reimburse Crown for the cost to repair any damage to the Easement Area (or to improvements on the Easement Area) caused by Grantor, its agents, guests, licensees and/or invitees.

4. **Perpetual Easement.** This Easement and Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **Crown's Right to Terminate**. Crown shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Crown providing written notice of termination to Grantor. Crown shall have the right to record a notice of termination in the public records. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Crown shall, within six (6) months, unless a shorter timeframe is required pursuant to state or local zoning laws, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.** Crown shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Crown shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Crown harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

For purposes of this Easement, the term "Hazardous Materials" shall be defined as any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, and the Clean Water Act, 33 U.S.C. Sections 1251, *et seq.*, as said laws have been supplemented or amended to date, the regulations promulgated

pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, Crown, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Crown's business upon the Easement Area. Crown shall provide evidence of such insurance upon request, and such evidence shall name Grantor as an additional insured.

8. **Security of Communications Facility.** Crown may construct a chain link or comparable fence around the perimeter of the wireless communications facility.

9. **Removal of Obstructions.** Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area. Crown shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease.** The parties hereby acknowledge that New Cingular Wireless PCS LLC ("Cingular") and Grantor are the current parties to that certain Option and Lease Agreement ("Lease Agreement") dated March 10, 1995 by and between Grantor, as original lessor, and BellSouth Mobility Inc ("BellSouth"), as original lessee, as evidenced by a Memorandum of Option and Lease Agreement of record in Book 69, Page 451 in the Office of the Chancery Clerk of DeSoto County, Mississippi. Cingular is the successor by merger to BellSouth Mobility LLC, dated December 31, 2004, the successor by corporate election to BellSouth. Grantor hereby assigns to Crown all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area, excluding the Access Easement; and/or (iii) in any other manner deemed necessary by Crown and not interfering with any other.

11. **Right of First Refusal.**

[Paragraph Intentionally Omitted]

12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Crown agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the improvements constructed by Crown. Grantor shall provide Crown with prompt notice of any such increase in real estate taxes. Grantor agrees to provide Crown any documentation evidencing the increase and how such increase is attributable to Crown's use. Crown reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Crown in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against Grantor's Property with respect thereto.

In the event Grantor desires the Easement Area to become a separately assessed tax parcel, Grantor agrees to have the Easement Area separately assessed in Crown's name and Crown shall pay all real estate taxes on the Easement Area..

13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such

insurance is now or hereafter carried by the parties.

14. **Enforcement.**

(a) In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Crown, Crown shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Crown's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown's reasonable attorneys fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

(b) In the event Crown fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of Crown's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

15. **Limitation on Damages.** In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. **Recording.** Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. **Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend Crown against all damages asserted against or incurred by Crown by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Crown or its agents. Crown hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Crown of any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) except for the Lease Agreement, this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Crown shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Crown's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required. Notwithstanding anything herein to the contrary, Crown recognizes that the use of the Access Easement is non-exclusive.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Crown, and its lessees, licensees and/or sub-easement holders, shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (iii) any condition on Grantor's Property which interferes with Crown's ability to use or to access the Easement Area or the Access Easement or which interferes with Crown's Permitted Use. Crown shall have access to the Easement Area and the Access Easement in accordance with the terms in Section 2 of this Easement. Grantor shall not permit any prohibition of access to the Easement Area or the Access Easement. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area, excluding the Access Easement, and improvements so taken shall belong to Crown.

21. **Grantor's Property**. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any wireless communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it may not, and shall not, take any action which would adversely affect the status of the Grantor's Property with respect to Crown's Permitted Use, or otherwise adversely affects Crown's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Crown from using the Easement Area for the uses intended by Crown.

22. **Entire Agreement.** Grantor and Crown agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** Grantor and Crown acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be the jurisdiction where the Easement Area is located.

25. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor:
Goodman-55 LTD., L.P.

c/o Morris T. Kriger
355 Shady Woods Cove
Memphis, TN 38120

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

26. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Crown has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Crown has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Crown's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Crown a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with Grantor's Property for the benefit of Crown and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Crown's rights hereunder.

30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. **Attorney's Fees.** The prevailing party in any action or proceeding in court to enforce the terms of the Easement will be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

32. **Rule Against Perpetuities Savings Clause:** If any of the terms of this Easement are unlawful, void, or voidable because they violate the rule against perpetuities, then such terms shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. The terms of this Easement are intended to be of a duration that is now permissible under the relevant application of the rule against perpetuities, and this Easement shall be so construed.

IN WITNESS WHEREOF, Grantor and Crown, 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.

GRANTOR:

Goodman-55 LTD., L.P., a Tennessee limited partnership

By: _____
Name: MORRIS J. KRIGER
Title: GENERAL PARTNER

STATE OF Tennessee)
COUNTY OF Shelby)

Before me, Sandra Bond the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Morris Kriger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be General Partner of Goodman-55 LTD., L.P., a Tennessee limited partnership, the within named bargainor, and that he/she, as such General Partner being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership by himself/herself as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27th day of October, 2008.

_____
Notary Public
My Commission Expires: _____

SANDRA BOND
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY, TENNESSEE
MY COMMISSION EXPIRES FEB. 24, 2009

IN WITNESS WHEREOF, Grantor and Crown, 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.

CROWN:

Crown Castle South LLC, a Delaware limited liability company

By: _____
Name: Barbara Howard
Title: RET Manager

STATE OF Texas)
COUNTY OF Harris)

Before me, Jesahel Trujillo the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Barbara Howard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be RET Manager of Crown Castle South LLC, the within named grantee, a Delaware limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27 day of October, 2008.

JESAHEL TRUJILLO
Notary Public, State of Texas
My Commission Expires
December 10, 2008

Notary Public
My Commission Expires: 12-10-08

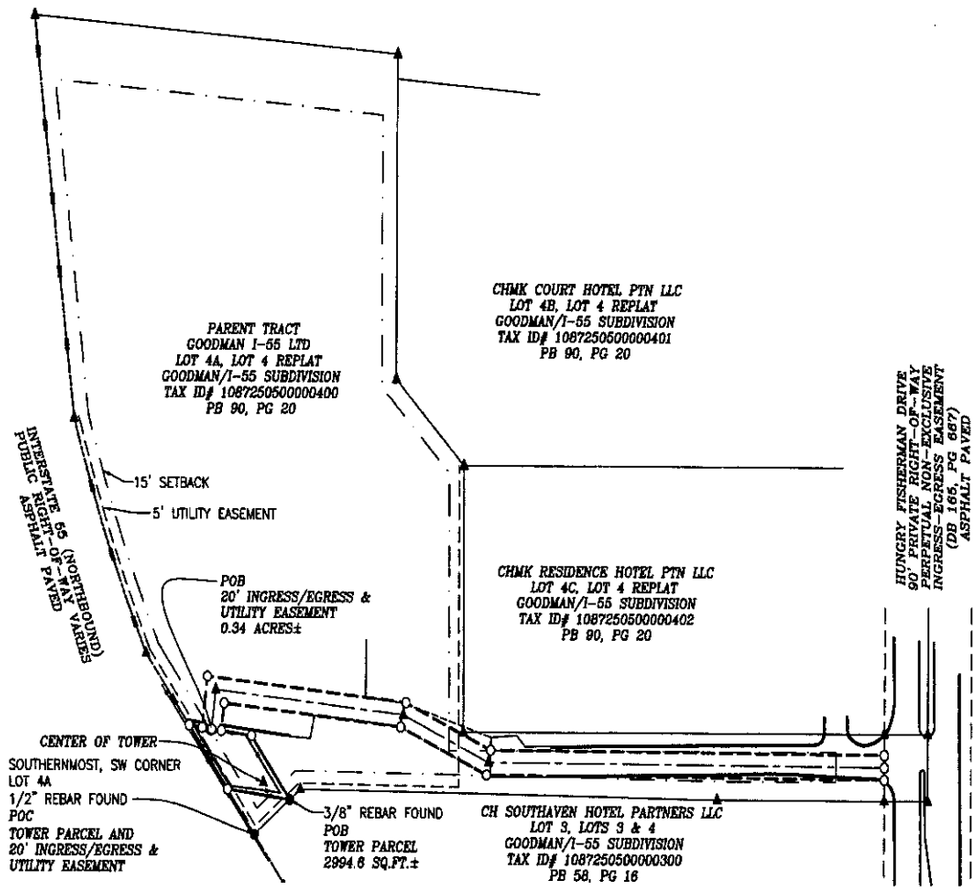
EXHIBIT "A"

Description of Grantor's Property

Lot 4A on the replat of Lot 4 as shown on the Goodman – I-55 Subdivision Plat of record in Plat Book 90, page 20, DeSoto County, Mississippi Clerk's Office.

EXHIBIT "B"

Site Plan



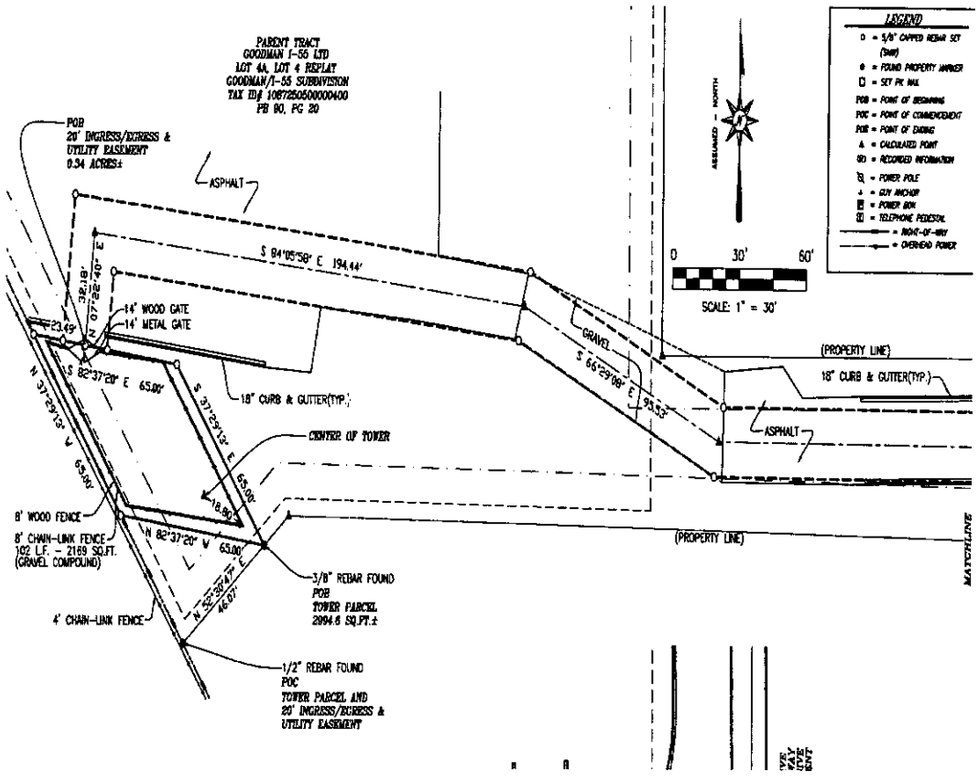

PARENT TRACT
GOODMAN I-55 LTD
LOT 4A, LOT 4 REPLAT
GOODMAN/I-55 SUBDIVISION
TAX ID# 108725050000400
PB 90, PG 20
POB
20' INGRESS/EGRESS &
UTILITY EASEMENT
0.34 ACRES±
ASPHALT
S 84°05'58" E 194.44'
N 07°26'40" E
38.18'
14' WOOD GATE
14' METAL GATE
23.49'
S 82°37'20" E 65.00'
N 37°29'12" W 65.00'
S 37°29'12" E 65.00'
18" CURB & GUTTER(TYP.)
CENTER OF TOWER
18.90'
8' WOOD FENCE
8' CHAIN-LINK FENCE
102 L.F. - 2169 SQ.FT.
(GRAVEL COMPOUND)
N 82°37'20" W 65.00'
N 52°38'47" E 46.07'
4' CHAIN-LINK FENCE
3/8" REBAR FOUND
POB
TOWER PARCEL
2994.6 SQ.FT.±
1/2" REBAR FOUND
POC
TOWER PARCEL AND
20' INGRESS/EGRESS &
UTILITY EASEMENT
GRAVEL
S 66°29'09" E 93.93'
(PROPERTY LINE)
18" CURB & GUTTER(TYP.)
ASPHALT
(PROPERTY LINE)
MATCHLINE
ASSUMED - NORTH
0 30' 60'
SCALE: 1" = 30'
LEGEND
= 5/8" CAPPED REBAR SET (TMK)
= FOUND PROPERTY MARKER
= SET PK NAIL
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POE = POINT OF ENDING
= CALCULATED POINT
(R) = RECORDED INFORMATION
= POWER POLE
= GUY ANCHOR
= POWER BOX
= TELEPHONE PEDESTAL
= RIGHT-OF-WAY
= OVERHEAD POWER

EXHIBIT "C"

Metes and Bounds Description of Easement Area

SOUTHAVEN
BUN 813031
DESOTO COUNTY, MS

TOWER PARCEL LEGAL DESCRIPTION (AS SURVEYED)

All that certain parcel or tract of land situated in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, being a portion of Lot 4A, Replat of Lot 4, Goodman/I-55 Subdivision described in Plat Book 90, Page 20 as recorded in the Office of the Clerk of Chancery Court for DeSoto County, Mississippi, being more particularly described as follows:

Commence at a ½" rebar found in place at the southernmost southwesterly corner of Lot 4A, Replat of Lot 4, Goodman/I-55 Subdivision described in Plat Book 90, Page 20 as recorded in the Office of the Clerk of Chancery Court for DeSoto County, Mississippi, and on the easterly right-of-way line of Interstate 55; thence run North 52°30'47" East for a distance of 46.07 feet to a 3/8" rebar found and the Point of Beginning; thence run North 82°37'20" West for a distance of 65.00 feet to a 5/8" capped rebar set (SMW);
thence run North 37°29'13" West for a distance of 65.00 feet to a 5/8" capped rebar set (SMW); thence run South 82°37'20" East for a distance of 65.00 feet to a 5/8" capped rebar set (SMW); thence run South 37°29'13" East for a distance of 65.00 feet to the Point of Beginning.

The above described parcel contains 2994.6 square feet, more or less.

20' INGRESS/EGRESS & UTILITY EASEMENT LEGAL DESCRIPTION (AS SURVEYED)

All that easement situated in Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, being a portion of Lot 4A, Replat of Lot 4, Goodman/I-55 Subdivision described in Plat Book 90, Page 20 as recorded in the Office of the Clerk of Chancery Court for DeSoto County, Mississippi, being more particularly described as follows:

Commence at a ½" rebar found in place at the southernmost southwesterly corner of Lot 4A, Replat of Lot 4, Goodman/I-55 Subdivision described in Plat Book 90, Page 20 as recorded in the Office of the Clerk of Chancery Court for DeSoto County, Mississippi, and on the easterly right-of-way line of Interstate 55; thence run North 52°30'47" East for a distance of 46.07 feet to a 3/8" rebar found; thence run North 82°37'20" West for a distance of 65.00 feet to a 5/8" capped rebar set (SMW) on the easterly right-o-way line of Interstate 55; thence along said easterly right-of-way line run North 37°29'13" West for a distance of 65.00 feet to a point; thence leaving said easterly right-of-way line run South 82°37'20" East for a distance of 23.49 feet to a 5/8" capped rebar set (SMW) and the Point of Beginning of an Ingress/Egress & Utility Easement being 20.00 feet in width and lying 10.00 feet on each side of the following described centerline; thence run North 07°22'40" East for a distance of 32.18 feet to a point; thence run South 84°05'58" East for a distance of 194.44 feet to a point; thence run South 66°29'08" East for a distance of 95.53 feet to a point; thence run South 89°42'39" East for a distance of 408.26 feet to a 5/8" capped rebar set (SMW) and the Point of Ending.

The above described parcel contains 0.34 acres, more or less.

PROPERTY OWNER: Goodman I-55 LTD

PROPERTY ADDRESS: 7149 Hungry Fisherman Drive
Southaven, MS 38671

TAX PARCEL NO. 1087250800000400