

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made this 30th day of August, 2011, by and between **BEN W. SMITH and GAIL M. SMITH**, husband and wife, having a mailing address of 4208 Garden Road, Southaven, MS 38672 ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("GSA IV").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in DeSoto County, Mississippi by grant or conveyance described in the Office of the Chancery Clerk of DeSoto County, Mississippi at Book 317, Page 463, 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 Seventy Thousand Dollars (\$170,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants, bargains, sells and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 60 feet by 60 feet parcel within Grantor's Property, 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 "**Easement Area**"). The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, an 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 thirty foot wide 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 GSA IV 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 GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "**Additional**

Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded in the office of the Chancery Clerk of DeSoto County, Mississippi. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), the exact location of which shall be subject to the approval of Grantor (such agreement not to be unreasonably withheld conditioned or delayed). GSA IV shall restore such portion of Grantor's Property to its original condition after 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 communications facilities, including, without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV'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 GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

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

5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason; provided, however, that no such termination shall relieve GSA IV of its obligation to pay the purchase price and all property taxes attributable to any period during which (i) the Easement remains in force or (ii) GSA IV's equipment or improvements remain on the Easement Area. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. 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 except as otherwise expressly provided herein. Upon termination of this Easement, GSA IV shall, within a reasonable time, cause the building(s), tower and above ground property or the Easement Area to be removed and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

(a) GSA IV 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, GSA IV 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 GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) 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 GSA IV 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 GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best

knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means 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, GSA IV, 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 GSA IV's business upon the Easement Area and shall name Grantor an additional insured on all such policies. At a minimum, GSA IV shall carry general liability insurance in an amount not less than \$1,000,000.00 and shall name Grantor as an additional insured on such policy.

8. **Security of GSA IV's Communications Facilities.** GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

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

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that Crown Castle South LLC, a Delaware limited liability company ("Crown"), as lessee, is in possession of the Easement Area pursuant to that certain Option and Lease Agreement dated November 15, 2005, originally by and between Grantor and Tower Management and Construction, LLC, a Mississippi limited liability company ("Tower"), as tenant, of which a memorandum was recorded in Book 111, Page 509 in the Office Chancery Clerk of DeSoto County, Mississippi (as amended or assigned, the "Lease"). Pursuant to an Assignment and Assumption of Site Lease dated November 6, 2007, and recorded in Book 125, Page 114 in the Office Chancery Clerk of DeSoto County, Mississippi, Tower assigned its right title and interest in and to the Lease to Crown. Grantor hereby assigns to GSA IV 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; and/or (iii) in any other manner deemed necessary by GSA IV.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** GSA IV shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the Easement Area or any improvements constructed by GSA IV on the Easement Area. GSA IV shall request that the taxing authority separately assess the Easement Area and any improvements located thereon and send such separate assessment directly to GSA IV. Until such assessment is made, as between Grantor and GSA IV,

GSA IV shall pay for any ad valorem real estate taxes levied against Grantor's Property which is directly attributable to the Easement Area or the improvements constructed thereon by GSA IV on the Easement Area and is not separately levied or assessed by the taxing authorities against GSA IV or the improvements of GSA IV. Grantor shall pay all other ad valorem real property taxes levied against the Grantor's Property on or before the date such taxes become delinquent, including, but not limited to, any and all greenbelt or rollback taxes assessed against the Property. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV 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 GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

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.** In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV 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 GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV'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.

15. **Limitation on Damages.** In no event shall GSA IV 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 GSA IV 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 GSA IV against all damages asserted against or incurred by GSA IV 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 GSA IV or its agents. GSA IV 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 GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, 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) that 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, GSA IV 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 GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV 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 or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. 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 and improvements so taken shall belong to GSA IV.

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 communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV. In the event Grantor plans to develop or otherwise use or permit the use of Grantor's Property for a use that is not consistent with its current use (as of the date of this Easement), Grantor shall provide no less than thirty (30) days prior notice to GSA IV and the party's shall cooperate to ensure any such development or use shall in no way adversely affect GSA IV's Permitted Use of the Easement Area. GSA IV acknowledges that the communication facility located on the Easement Area is subject to a special use permit issued by the City of Southaven and that the Grantor is not responsible for the issuance or maintenance of such permit; provided, however, Grantor shall cooperate in all ways (at no cost to Grantor) with any application to maintain, renew or revive such conditional use permit. The non-renewal, revocation or withdrawal of such permit (unless due to breach of this Easement by Grantor) shall not relieve GSA IV of its obligation to pay the Purchase Price as set forth in Section 2 hereinabove.

22. **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV 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 GSA IV 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 Grant of 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 Agreement shall be DeSoto County, Mississippi.

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 Ben W. Smith and Gail Smith
4208 Garden Road
Southaven, MS 38672

GSA IV: Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal 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. GSA IV 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, GSA IV 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 GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV 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 GSA IV'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 GSA IV 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 the Grantor's Property for the benefit of GSA IV 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 GSA IV'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. **Memorandum of Easement.** At GSA IV's option, GSA IV and Grantor and GSA IV will execute a memorandum of this Grant of Easement and Assignment of Lease to be recorded in the public

records in the county in which Grantor's Property is located.

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IN WITNESS WHEREOF, Grantor and GSA IV, 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:

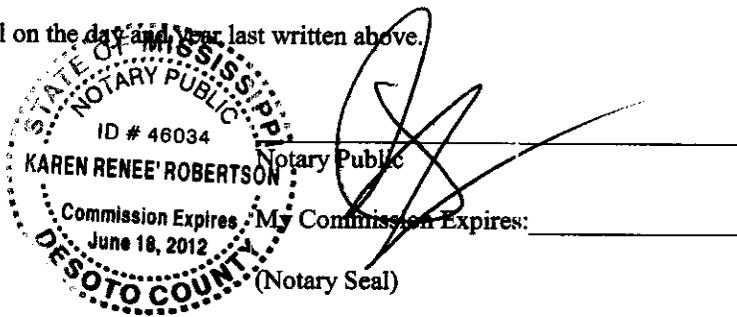
BEN W. SMITH
BEN W. SMITH

GAIL M. SMITH
GAIL M. SMITH

STATE OF MISSISSIPPI)
Desoto COUNTY)

30th Personally appeared before me, the undersigned authority, in and for the said county and state, on this day of August, 2011, within my jurisdiction, the within named **BEN W. SMITH**, who acknowledged that he executed the above and foregoing instrument as his voluntary act and deed.

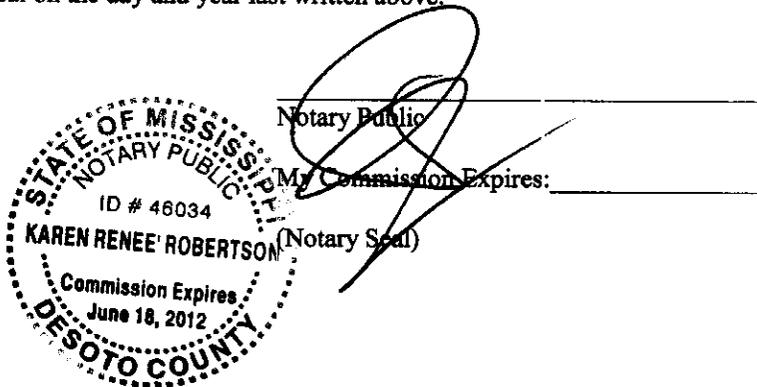
Given under my hand and seal on the day and year last written above.


KAREN RENEE' ROBERTSON Notary Public
Commission Expires June 18, 2012 My Commission Expires: _____
(Notary Seal)

STATE OF MISSISSIPPI)
Desoto COUNTY)

30th Personally appeared before me, the undersigned authority, in and for the said county and state, on this day of August, 2011, within my jurisdiction, the within named **GAIL M. SMITH**, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.


KAREN RENEE' ROBERTSON Notary Public
Commission Expires June 18, 2012 My Commission Expires: _____
(Notary Seal)

GSA IV:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: [Signature]
Name: Tracy Van Swol
Title: Real Estate Transaction Manager

STATE OF Texas)
Harris COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of August, 2011, within my jurisdiction, the within named Tracy Van Swol, who acknowledged that he/she is the RET manager of GLOBAL SIGNAL ACQUISITIONS IV 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.

Given under my hand and seal on the day and year last written above.

[Signature]
Notary Public

My Commission Expires: 8.8.15

(Notary Seal)



EXHIBIT "A"

Legal Description of Grantor's Property

Lot 2B, Division of Lot 2 Rayburn 2-Lot Subdivision, situated in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi

ALSO: A 30' non-exclusive Ingress and Egress Easement across existing roadway located on Lot 2A, Division of Lot 2, Rayburn 2-Lot Subdivision, as recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi; together with the right of Grantees to alter the curb as necessary to extend said drive to the south. Grantor shall be responsible for maintenance of said roadway located on Lot 2A.

EXHIBIT "B"

Site Plan

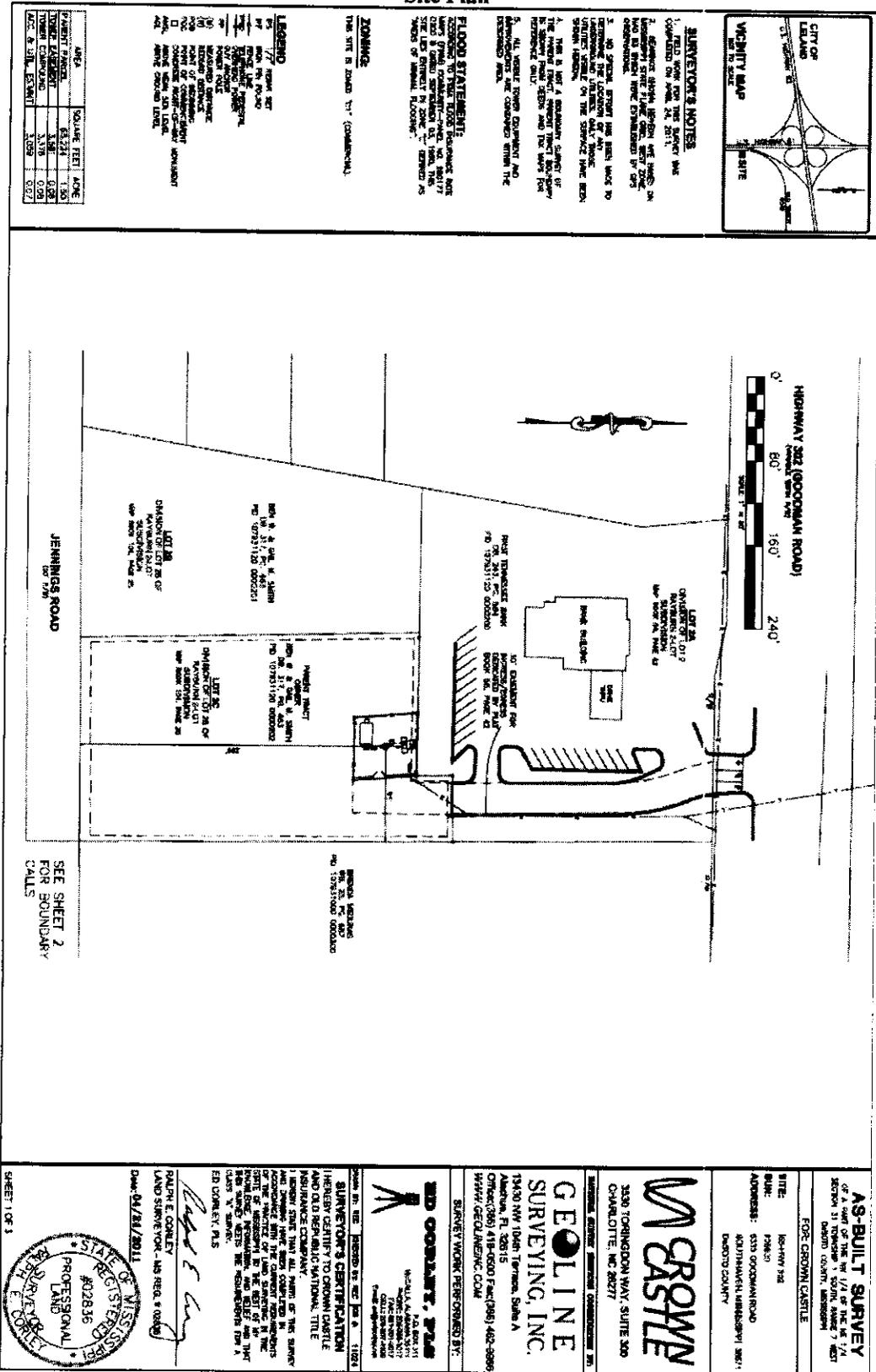


EXHIBIT "C"**EASEMENT AREA:**

A PARCEL OF LAND SITUATED IN THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, SAID PARCEL ALSO BEING A PART OF LOT 2C, DIVISION OF LOT 2B OF RAYBURN 2-LOT SUBDIVISION AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK, OF SAID DeSOTO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ½" CONDUIT IN PLACE AT THE NORTHEAST CORNER OF SAID LOT 2C AND RUN SOUTH 89°39'22" WEST ALONG THE NORTH LINE OF SAID LOT 2C A DISTANCE OF 63.54 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN SOUTH 00°25'08" EAST ALONG THE WEST LINE OF SAID LOT 2C A DISTANCE OF 34.59 FEET TO A ½" CONDUIT IN PLACE AND THE POINT OF BEGINNING; THENCE RUN SOUTH 04°33'45" EAST A DISTANCE OF 59.88 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN NORTH 89°24'50" WEST A DISTANCE OF 60.00 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN NORTH 04°29'25" WEST A DISTANCE OF 60.04 FEET TO A ½" CONDUIT IN PLACE ON THE NORTH LINE OF SAID LOT 2C; THENCE RUN SOUTH 89°15'35" EAST ALONG SAID NORTH LINE OF LOT 2C A DISTANCE OF 59.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,581 SQUARE FEET (0.08 ACRES) MORE OR LESS.

Together with:

ACCESS & UTILITY EASEMENT:

A PARCEL OF LAND FOR INGRESS, EGRESS AND UTILITIES SITUATED IN THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, SAID PARCEL ALSO BEING A PART OF LOT 2C, DIVISION OF LOT 2B OF RAYBURN 2-LOT SUBDIVISION AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK, OF SAID DeSOTO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ½" CONDUIT IN PLACE AT THE NORTHEAST CORNER OF SAID LOT 2C AND RUN SOUTH 89°39'22" WEST ALONG THE NORTH LINE OF SAID LOT 2C A DISTANCE OF 26.61 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°30'05" WEST A DISTANCE OF 94.95 FEET; THENCE RUN NORTH 89°12'49" WEST A DISTANCE OF 31.04 FEET TO A ½" CONDUIT IN PLACE AT THE SE CORNER OF THE TOWER EASEMENT; THENCE RUN NORTH 04°33'45" WEST ALONG THE EAST LINE OF THE TOWER EASEMENT A DISTANCE OF 59.88 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN SOUTH 89°15'35" EAST A DISTANCE OF 6.33 FEET; THENCE RUN NORTH 00°30'05" EAST A DISTANCE OF 35.17 FEET TO A POINT ON SAID NORTH LINE OF LOT 2C; THENCE RUN NORTH 89°39'22" EAST ALONG SAID NORTH LINE OF LOT 2C A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,059 SQUARE FEET (0.07 ACRES) MORE OR LESS.

AND

ALSO: A 30' non-exclusive Ingress and Egress Easement across existing roadway located on Lot 2A, Division of Lot 2, Rayburn 2-Lot Subdivision, as recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi