

RECEIVED

JUL 14 2017

APPLICATION FOR SPECIAL EXCEPTION

<b>Name and Address of Applicant:</b> GST Capital Partners, LLC 330 Marshall Street Shreveport, LA 71101	<b>Street Address of Property (if different address):</b> 5238-Z Hwy 51 Canton, MS 39046
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APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
08/07/17	C-2	See (Exhibit A)	103B-04-004/00.00	X	See (Exhibit B)

Other Comments: As per Article 2605 of the Madison County Zoning Ordinance.

Comments

Request is for approval of a 320' self -support wireless telecommunications facility with space for a total of four (4) carriers and their associated ground equipment.

Respectfully Submitted

*Belinda Godie*  
 \_\_\_\_\_  
*Zoning Specialist*  
 \_\_\_\_\_

Petition submitted to Madison County Planning and Development Commission on \_\_\_\_\_

Recommendation of Madison County Planning and Development Commission on Petition \_\_\_\_\_

Public Hearing date as established by the Madison County Board of Supervisors \_\_\_\_\_

Final disposition of Petition \_\_\_\_\_

BOOK 3285 PAGE 989 DOC 37 TY W  
INST # 774718 MADISON COUNTY MS.  
This instrument was filed for  
record 12/16/15 at 3:29:24 PM  
RONNY LOTT, C.C. BY: KAA D.C.

Prepared by:

GST Capital Partners, LLC  
650 Olive Street  
Shreveport, LA 71101

Return to:

GST Capital Partners, LLC  
Attn: John Bean  
650 Olive Street  
Shreveport, LA 71101

22<sup>00</sup> ②  
#601

Re: Cell Site # MS2015025, Cell Site Name: Canton  
State: Mississippi  
County: Madison

#### MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 4<sup>th</sup> day of November, 2015, by and between Tip R. Hailey, with address of 260 Fox Ln, Canton, MS 39046, address ( hereinafter referred to as "Landlord") and GST Capital Partners, LLC, a Delaware limited liability company, having a mailing address of 650 Olive Street, Shreveport, LA 71101 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into an Option and Lease Agreement ("Agreement") on the 4<sup>th</sup> day of November, 2015, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option with six (6) successive five (5) year options to renew.
3. The portion of the landlord's property being leased to Tenant and all easements that are associated are described in Exhibit A and B that is attached.
4. The Agreement is not amended or modified by this Memorandum of Lease and furthermore all the provisions of the Agreement are hereby ratified and affirmed. The Agreement shall control any conflict that might arise from this Memorandum of Lease. The Agreement is binding to the parties and their heirs, successors and assigns.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 6th day of November, 2015.

**OWNER:**

By: [Signature]  
Print: TIP R. HAILEY  
Title: OWNER  
Date: 11/6/15

**Witnesses for Owner:**

By: [Signature]  
Print Name: C.C. Montgomery  
By: [Signature]  
Print Name: Susan Egan

**TENANT:**

**GST Capital Partners, LLC**  
a Delaware limited liability company

By: [Signature]  
Print: J MATTHEW HUFFY  
Its: VICE PRESIDENT  
Date: 11-6-2015

**Witnesses for Tenant:**

By: [Signature]  
Print Name: John R Bowman III  
By: [Signature]  
Print Name: Joseph T. Bowman

LANDLORD ACKNOWLEDGMENT

STATE OF Mississippi

COUNTY OF Madison

On the 6<sup>th</sup> day of November, 2015, before me personally appeared Joseph H. Hedges, who acknowledged under oath that he/she is the individual named in the within instrument, and that they executed the same in their stated capacity as the voluntary act and deed of the landlord for the purposes therein contained.



Susan F. Edgar  
Notary Public: \_\_\_\_\_

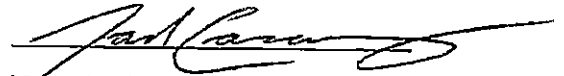
My Commission Expires: 02/20/2016

TENANT ACKNOWLEDGMENT

STATE OF LOUISIANA,

PARISH OF CADDO,

On the 6 day of NOVEMBER, 2015, before me personally appeared J. MATTHEW HUFFY, who acknowledged under oath that he/she is the VICE PRESIDENT of GST Capital Partners, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: \_\_\_\_\_

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



Exhibit A

Property Description: Legal

## TRACT I:

Sixty one (61) acres off of the South side of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi.

## TRACT II:

All that part of the West Half of the Northeast Quarter lying East of a concrete Highway No. 51, Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, containing 14 acres in all, more or less. LESS AND EXCEPT a lot or parcel of land fronting 295.2 feet on the East side of U.S. Highway No. 51, containing 2 acres, more or less, lying and being situated in the NE1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the South line of the NE1/4 of said Section 4 with the East R.O.W. line of U.S. Highway 51 and run North 09°03' East along said East R.O.W. line for 955 feet to a point Highway Station No. 45168.3 and the Point of Beginning of the property herein described; thence South 80°57' East for 295.2 feet to a point; thence North 09°3' East for 295.2 feet to a point; thence 80°57' West for 295.2 feet to a point on said East R.O.W. line; thence South 09°3' West along said East R.O.W. line for 295.2 feet to the Point of Beginning.

AND FURTHER LESS AND EXCEPT, a parcel of land lying and situated in the NW1/4 of the NE1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, more particularly described as follows: For a Point of Beginning, commencing at the NE corner of the NW1/4 of the NE1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, and run thence West along the North line of Section 4 for a distance of 92.7 feet to an iron pin on the East right of way line of U.S. Highway No. 51 as in use (circa October 1995), thence run South 9°02'20" West along said right of way line for a distance of 634.88 feet to an iron pin; thence run East for a distance of 192.48 feet to an iron pin; thence run North along the East line of the NW1/4 of the NE1/4 of Section 4 for a distance of 627.00 feet to the Point of Beginning. This parcel contains 2.05 acres, more or less.

Exhibit B

Site sketch



**PREPARED BY:**  
Don A. McGraw, Jr. - MSBN 2621  
Montgomery McGraw, PLLC  
P. O. Box 1039  
Canton, MS 39046  
601-859-3616

**RETURN TO:**  
Don A. McGraw, Jr. *12<sup>00</sup>  
#610*  
Montgomery McGraw, PLLC  
P. O. Box 1039  
Canton, MS 39046  
601-859-3616

**INDEXING:** NE1/4 of Section 4, T10N, R3E, Madison County, MS

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

**GRANTOR:**  
**LANIER CHAMPION**  
24 Dickens Court  
Jackson, MS 39206  
Phone: 601-668-5201

does hereby sell, convey and forever warrant unto

**GRANTEE:**  
**TIP R. HAILEY**  
P.O. Box 67  
Canton, MS 39046  
Phone: 601-859-6333

the following described real property lying and being situated in Madison County, Mississippi, to wit:

**TRACT I:**

Sixty one (61) acres off of the South side of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi.



## TRACT II:

All that part of the West Half of the Northeast Quarter lying East of a concrete Highway No. 51, Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, containing 14 acres in all, more or less. LESS AND EXCEPT a lot or parcel of land fronting 295.2 feet on the East side of U.S. Highway No. 51, containing 2 acres, more or less, lying and being situated in the NE1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the South line of the NE1/4 of said Section 4 with the East R.O.W. line of U.S. Highway 51 and run North 09°03' East along said East R.O.W. line for 955 feet to a point Highway Station No. 45168.3 and the Point of Beginning of the property herein described; thence South 80°57' East for 295.2 feet to a point; thence North 09°03' East for 295.2 feet to a point; thence 80°57' West for 295.2 feet to a point on said East R.O.W. line; thence South 09°03' West along said East R.O.W. line for 295.2 feet to the Point of Beginning.


AND FURTHER LESS AND EXCEPT, a parcel of land lying and situated in the NW1/4 of the NE1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, more particularly described as follows: For a Point of Beginning, commencing at the NE corner of the NW1/4 of the NE1/4 of Section 4, Township 10 North, Range 3 East, Madison County, Mississippi, and run thence West along the North line of Section 4 for a distance of 92.7 feet to an iron pin on the East right of way line of U.S. Highway No. 51 as in use (circa October 1995), thence run South 9°02'20" West along said right of way line for a distance of 634.88 feet to an iron pin; thence run East for a distance of 192.48 feet to an iron pin; thence run North along the East line of the NW1/4 of the NE1/4 of Section 4 for a distance of 627.00 feet to the Point of Beginning. This parcel contains 2.05 acres, more or less.

**WARRANTY OF THIS CONVEYANCE** is subject to the following exceptions, to wit:

1. County of Madison, Mississippi, ad valorem taxes for the year 2013, which are liens, but are not yet due or payable, and which shall be pro-rated to the date hereof.
2. County of Madison, Mississippi, Zoning and Subdivision Regulations Ordinances, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

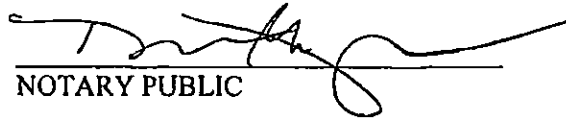
The subject property is no part of the homestead of Grantor.

WITNESS MY SIGNATURE, on this the 15<sup>th</sup> day of November, 2013.

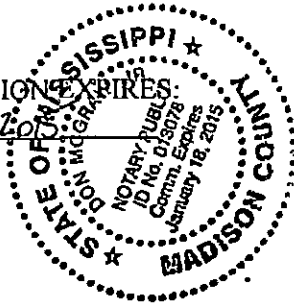
  
Lanier Champion

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of November, 2013, within my jurisdiction, the within named **Lanier Champion**, who acknowledged that he executed the above and foregoing instrument.

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

MY COMMISSION EXPIRES:  
1-18-2015  
(SEAL)



ACCESS PERMISSION LETTER

November 5, 2015

GST Capital Partners, LLC  
650 Olive Street  
Shreveport, LA 71101

Re: Access Permission granted to Gulf South Towers

To Whom It May Concern,

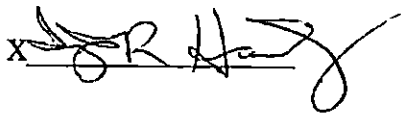
This letter notifies you that GST Capital Partners, LLC has been granted permission to locate, operate and maintain a telecommunications site on this property. Gulf South Towers and its representatives or subcontractors has 24 hours per day, 7 days a week to access the lease area.

GST Capital Partners, LLC will work with its contractors and representatives to have as low impact as possible on the site.

Please grant the bearer of a copy of this letter access to the property as shown in exhibit "A" below, so that they can access the leased area.

Thank you,

Tip R. Hailey

A handwritten signature in black ink, appearing to read 'Tip R. Hailey', is written over a horizontal line. The signature is stylized and includes a long horizontal stroke extending to the right.