APPLICATION FOR SPECIAL EXCEPTION

[Type of Application] Request Conditional Use Approval to construct a self-supporting cellular telephone tower 220' in height on A-1 (Agricultural) zoned property

Name and Address of Applicant:
David McGehee, CMI Acquisitions
624 Ridgewood Road, Ridgeland, MS 39157
authorized Agent for Jackson Cellular Telephone
Co., Inc., d/b/a Verizon Wireless, Applicant

Street Address of Property (if different address):

2668-Z Highway 43 Canton, Mississippi 39046

Other Comments: As per Article 2605 of the Madison County Zoning Ordinance. Occurrents Also as per Section 402 (b) and 502 A	APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
Other Comments: As per Article 2605 of the Madison County Zoning Ordinance. floodplain Comments] Also as per Section 402 (b) and 502 A	July 1st, 2013	A-1 Agricultural		See (Exhibit B		
	Other Comments: As	s per Article 2605 of	the Madison County Z			
Wast / = Bla	lespectfully Submitte	ed /				

Petition submitted to Madison County Planning and Development Commission on	· · · · · ·
Recommendation of Madison County Planning and Development Commission on Petition	<u> </u>
Public Hearing date as established by the Madison County Board of Supervisors	
Final disposition of Petition	

Sharon, Mississippi, United States ON Coek-Rd Davis=Crossing=Rd/ Rob Pro Ro 51 Cobbville Branscong Rd Sharon 32.64618°N 89.96... Proposed Site Highway 16 E 16 Robinson Rd Avondale Rd E Peace St Kearney Rd 0.5

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Certain mapping and direction data © 2009 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: ©
Her Majosty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2009 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, inc. © 2009 by Applied Geographic Systems. All rights reserved.

Exhibit "A"

PROPOSED LEASE AREA VERIZON WIRELESS "SHARON"

All that tract or parcel of land lying and being in the North 1/2 of the Northwest 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, being more particularly described as follows:

To find the point of beginning, commence at a point on the northwesterly right-of-way line of Mississippi Highway 43 (having a variable width right-of-way), said point having a Mississippi State Planes (Western Zone) coordinate value of N=1144237.47, E=2410287.27; thence leaving said northwesterly right-of-way line of Mississippi Highway 43 and running, North 17°40'45" West, 80.61 feet to a point; thence, North 33°40'31" West, 86.78 feet to a point; thence, North 04°15'44" West, 120.41 feet to a point; thence, South 86°24'40" West, 20.00 feet to a point; thence, North 03°35'20" West, 15.00 feet to a point, South 86°24'40" West, 45.00 feet to a point and the true POINT OF BEGINNING; Thence running, North 03°35'20" West, 80.00 feet to a point; Thence, North 86°24'40" East, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point and the true POINT OF BEGINNING.

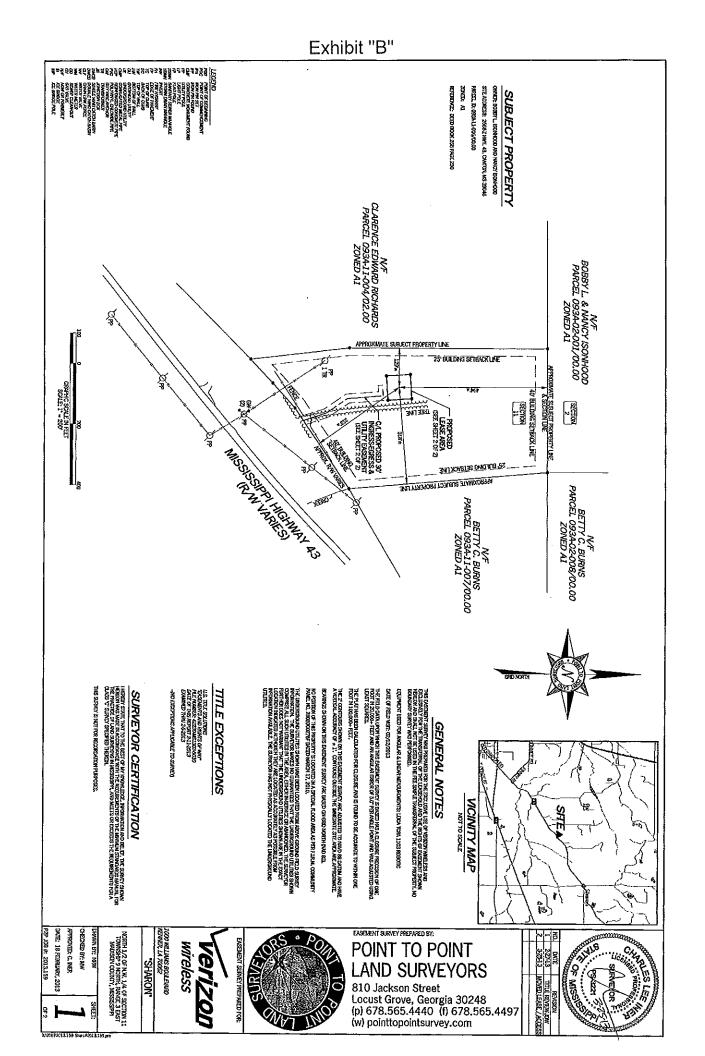
Said tract contains 0.1469 ACRES (6,400 square feet), more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated February 18, 2013, and last revised March 25, 2013.

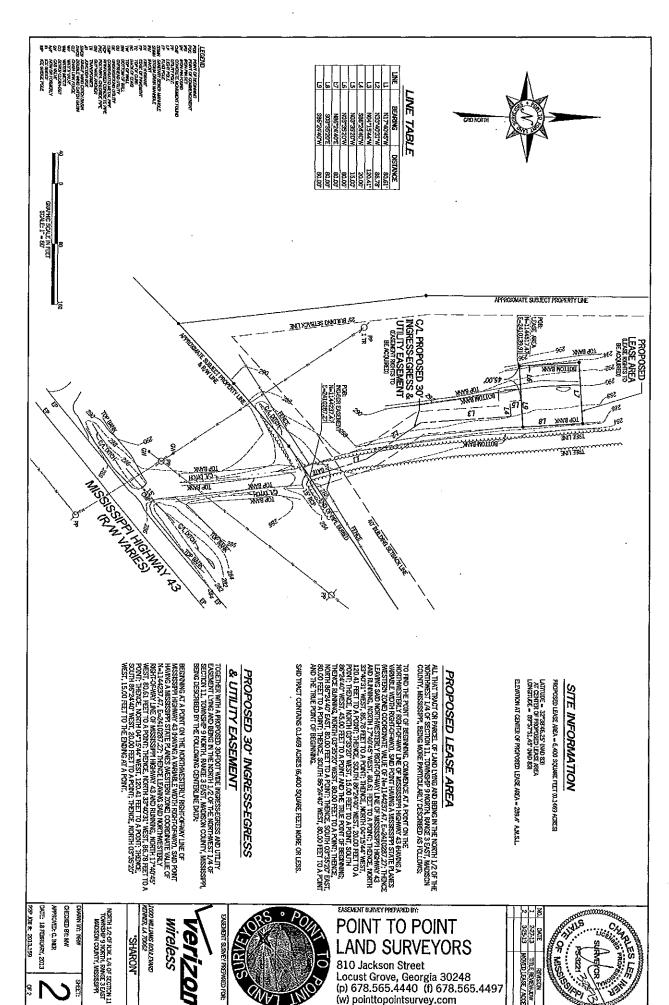
PROPOSED 30' INGRESS-EGRESS & UTILITY EASEMENT VERIZON WIRELESS "SHARON"

Together with a proposed 30-foot wide ingress-egress and utility easement lying and being in the North 1/2 of the Northwest 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, being described by the following centerline data:

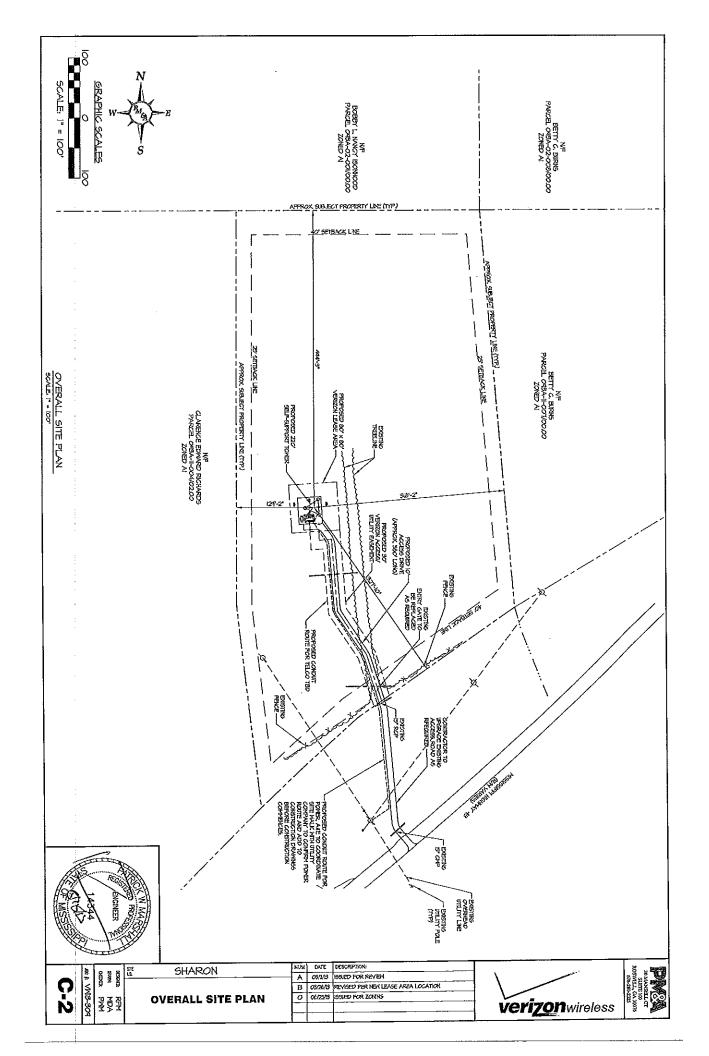
BEGINNING at a point on the northwesterly right-of-way line of Mississippi Highway 43 (having a variable width right-of-way), said point having a Mississippi State Planes (Western Zone) coordinate value of N=1144237.47, E=2410287.27; Thence leaving said northwesterly right-of-way line of Mississippi Highway 43 and running, North 17°40'45" West, 80.61 feet to a point; Thence, North 33°40'31" West, 86.78 feet to a point; Thence, North 04°15'44" West, 120.41 feet to a point; Thence, South 86°24'40" West, 20.00 feet to a point; Thence, North 03°35'20" West, 15.00 feet to the ENDING at a point.

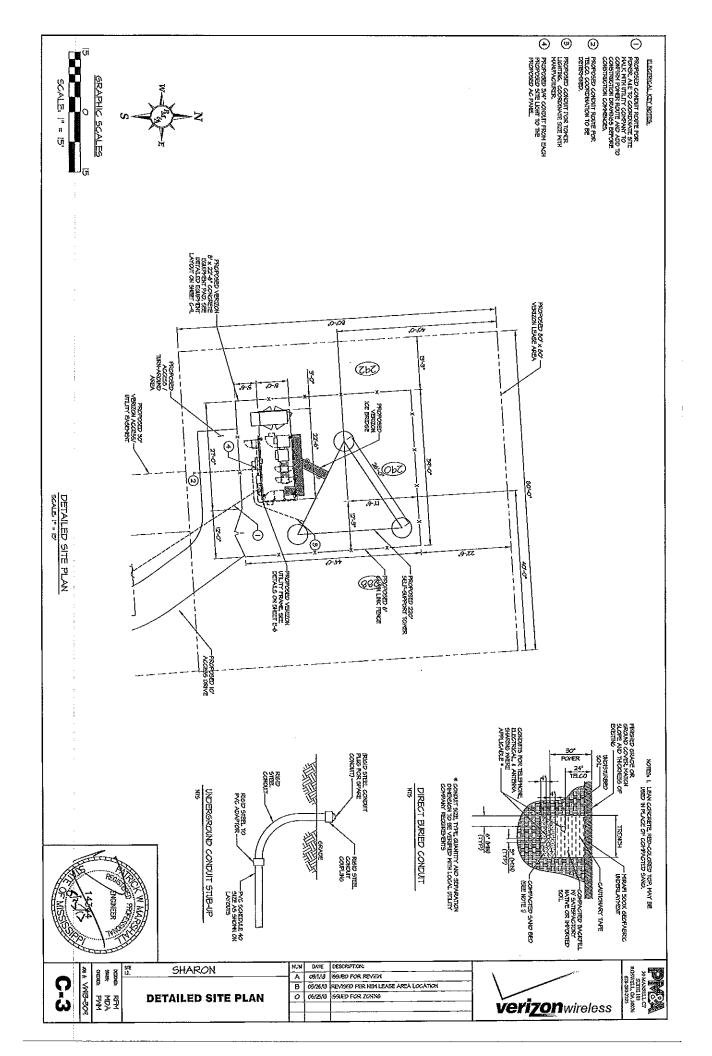
As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated February 18, 2013, and last revised March 25, 2013.



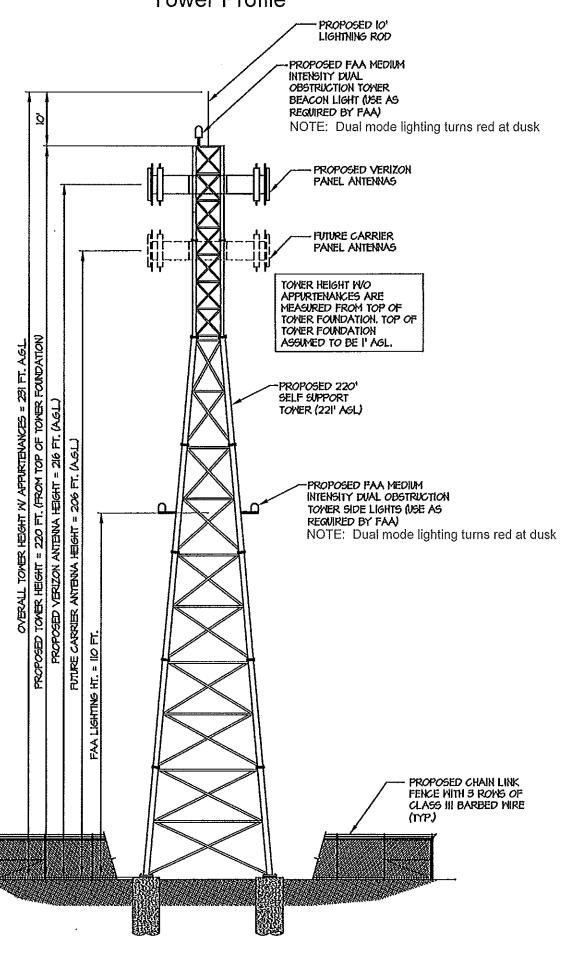


OR GELETSSAME GELLESSESS





Tower Profile



TOWER ELEVATION

NTS



edium intensity Strobe Systems

oduct Categories > Medium Intensity Strobe Obstruction Lighting System > Dual Red/White FAA Type L-864/L-865





Dual Red/White FAA Type L-864/L-865

Medium Intensity DualRed/White FAA Strobe Obstruction Lighting

Specifications

Obstruction lighting Medium Intensity 360° Horizontal Coverage Vertical Beam 3° Min

320 mm Lens (Patent Pending) Fresnel Optics

2-Xenon Flashtube Lamp Description

20,000 ± 25% Effective Candelas Day

2,000 ± 25% Effective Candelas Night 40 ± 2 FPM Number Flashes Per Minute Day 22 ± 2 FPM Number Flashes Per Minute Night

28" x 17.5" (71.12 x 44.45 cm) Flashhead Dimensions

Flashhead Material

Aluminum / Blue Powder Coat Flashhead Base Material 120V / 230V AC 50/60 Hz Power Requirements

95 Watts Wattage Daymode 230 Watts Red Nightmode White Nightmode (Backup) 35 Watts

36 lbs. (16.36 kg) Weight -55°C to +55°C

Operating Temperature CAAA 2.1 ft² Wind Load

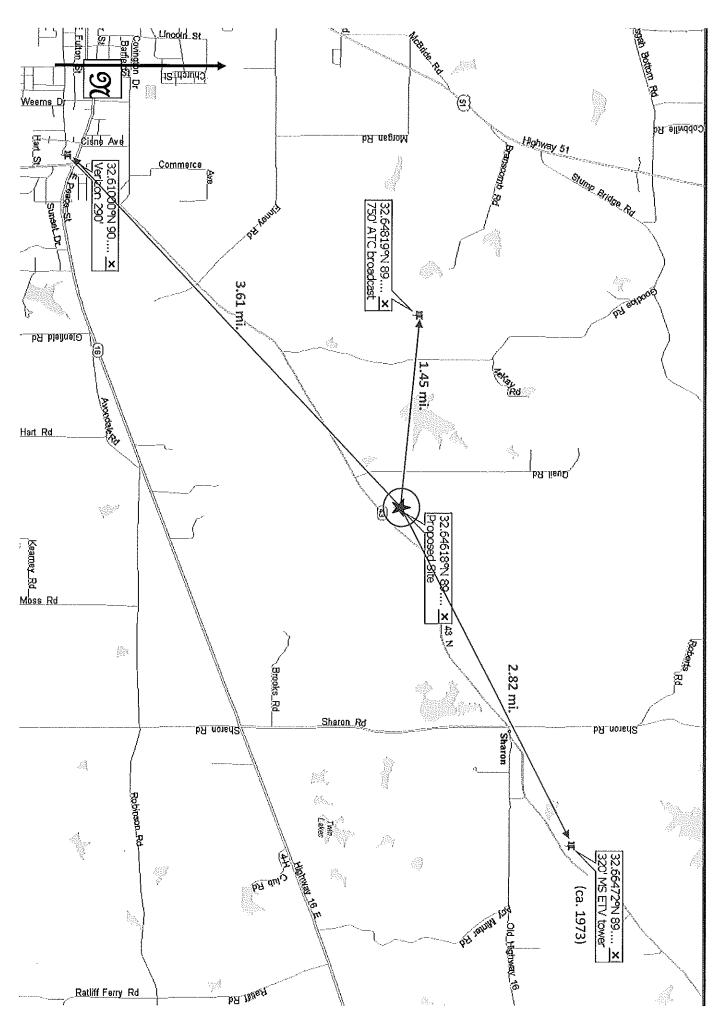
4- 11/16" holes spaced 90° on 13.25" (33.65 cm) bolt Mounting Holes

circle

The use of non-OEM parts or modifications to original equipment design will void the manufacturer warranty and could invalidate the assurance of complying with FAA requirements as published in Advisory Circular 150/5345-43.

Call 713-973-6905 for a quote and availability

Medium Intensity DualRed/White FAA Strobe Obstruction Lighting





STATEMENT OF INTENT

Jackson Cellular Telephone Co. Inc., d/b/a and referred to herein as *Verizon Wireless*, whose principal office is located in Basking Ridge, New Jersey, and with a regional office in Kenner, Louisiana, is one of the Nation's top wireless providers, and one that has a substantial customer base throughout Mississippi. They pride themselves with extraordinary and reliable service. At the present time, Verizon has limited and weak signal coverage along Highway 43 Northeast of Canton, near the community of Sharon in Madison County. This will provide much needed incar and in-building wireless service coverage along the Highway and for the homes and businesses in and around the area as well, and will address numerous coverage issue complaints. The only existing tower in the greater area is an American Tower broadcast tower 1.45 miles to the West of the proposed site, which is too close to existing antenna sites in Canton to provide adequate improvement (please see letter from Verizon Wireless Principal RF Engineer Erin Peschlow for further details and evidence of Verizon Wireless' proof of need for coverage). Therefore, in order to provide continuous voice and data coverage, it is necessary to construct a tower site.

It is for this reason that we now submit our application to Madison County to allow for a <u>Conditional Use</u> for the construction of a new Wireless Communications Facility (tower) 220' in height on the subject property location. Verizon Wireless has obtained a Lease agreement with the owner of the subject tract, which is 7.7 acres in size and located in the Northwest ¼ of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi and specifically located at 2668-Z Highway 43, Canton, Mississippi 39046. This property is zoned **Agricultural**, and will be located in a heavily wooded area located 563' off of the Highway 43 right-of-way, with only minimal clearing proposed to allow room for the tower and its fenced compound, which will be contained within an 80'x80' square lease area.

The proposed wireless tower facility will be secured within a 39'x44' fenced compound connected by a 12' wide all weather access road for vehicular and utility access off of Highway 43. This facility will be unmanned. Necessary Utilities will be electric power and telephone. The construction of this facility will be in compliance with all local, state, and federal codes and regulatory compliance, including FAA, FCC, and all other applicable governing agencies. This tower is designed to accommodate a future wireless antenna array (see construction drawings provided as part of this application package). Note that there are no guy wires used to support this tower.

Verizon Wirelesses' business practices and those of its agents and contractors are in strict compliance with all city and state laws. Proof of all licenses and bonds necessary to demonstrate Verizon's activities will be presented for the County's approval upon submittal to the County's Building Official when application for permit is made.

1/23/13

Subject Parcel

Property Parcel Details

Parcel Details

Parcel number

093A-11-006/00.00

Owner's name

ISONHOOD BOBBY L & NANCY

Physical street number

- 0

Physical street name

Mailing address

182 QUAIL RD

Mailing city

CANTON

Mailing state

MS

Mailing zip

39046

True Values

Land

1690

Improvement

0

Total

Assessed Values

Land

254

Improvements

0

mprovement

254

Total Acres

7.70

Legal description

7.7A IN N1/2 NW1/4

Taxing District:

5 C

Supervisor District

5

Municipality

School District

CANTON SEPARAT

Special Assessment District

NONE

Book / Page

268/230

[View Deed]

[Search By Legal Description]

Date

1990-05-23

Homestead

NO

Available Maps

• 093A.PDF

Notice: Map files are very large and may take several minutes to download.

No Improvements For This Parcel

Return to Parcel Search

Adjacent Parcel-North (same owner)

Parcel Details

Parcel number

093A-02-001/00.00

PPIN

28181

Owner's name

ISONHOOD BOBBY L & NANCY

Physical street number

182

Physical street name

QUAIL RD

Mailing address

182 QUAIL RD

Mailing city

CANTON

Mailing state

MS

Mailing zip

39046

True Values

Land

27890

Improvement

154700

Total

182590

Assessed Values

Land

3184

Improvements

16687

Total

19871

Acres

35.92

Legal description

35.92A IN W1/2 SW1/4

Taxing District:

5 C

Supervisor District

5

Municipality

School District

CANTON SEPARAT

Special Assessment District

NONE

Book / Page

249 / 18

[View Deed]

[Search By Legal Description]

Date

1989-01-10

Homestead

YES

Available Maps

• 093A.PDF

Notice: Map files are very large and may take several minutes to download.

Improvements

No. Structure Type Basic Adj Year Value Sq Ft Sq Ft Built

1 SINGLE RESIDENCE

3,024

3,595

1981

126,690.00

2	B52	2,940	2,940	1982	23,860.00
3	DECK/DOCK WOOD	448	448	1982	1,550.00
4	CARPORT-WOOD HAS	400	400	1981	2,130.00
	FLOOR				
5	B21	504	504	2011	470.00

Return to Parcel Search

Need Help?

Contact Us

Adjacent Lanowner-Northeast

Parcel Details

Parcel number

093A-02-008/00.00

PPIN

28187

Owner's name

BURNS BETTY C

Physical street number

2719

Physical street name

HWY 43

Mailing address

2719 HWY 43

Mailing city

CANTON

Mailing state

MS

Mailing zip

39046

True Values

Land

20930

Improvement

115400

Total

136330

Assessed Values

Land

2140

Improvements

11999

Total

14139

Acres

5.30

Legal description

5.3A IN S1/2 SW1/4

Taxing District:

5 C

Supervisor District

5

Municipality

School District

CANTON SEPARAT

Special Assessment District

NONE

Book / Page

298 / 499

[View Deed]

[Search By Legal Description]

Date

1992-04-14

Homestead

YES

Available Maps

• 093A.PDF

Notice: Map files are very large and may take several minutes to download.

Improvements

No.	Structure Type	Basic	Adj	Year	Value
		Sq Ft	Sq Ft	Built	
3	B41	1,800	1,800	1984	3,900.00

4	UTILITY SHED WOOD	200	200	1979	1,000.00
	HAS FLOOR(AV)				
5	SINGLE RESIDENCE	2,527	3,111	1984	105,220.00
6	B41	3.250	3.250	1979	5.280.00

Return to Parcel Search

Need Help? Contact Us

Adjacent Parcel-East

Parcel Details

Parcel number

093A-11-007/00.00

PPIN

28566

Owner's name

BURNS BETTY C

Physical street number

Physical street name

Mailing address

2719 HWY 43

Mailing city

CANTON

Mailing state

MS

Mailing zip

39046

True Values

Land

2520

Improvement

Total

2520

Assessed Values

Land

378

Improvements

0

Total Acres 378

7.20

Legal description

7A IN N1/2 NW1/4

Taxing District:

5 C

Supervisor District

Municipality

School District

CANTON SEPARAT

Special Assessment District

NONE

Book / Page

298 / 499

[View Deed]

[Search By Legal Description]

Date

1992-04-14

Homestead

YES

Available Maps

• 093A.PDF

Notice: Map files are very large and may take several minutes to download.

No Improvements For This Parcel

Return to Parcel Search

Adjacent Parcel-South

Parcel Details

Parcel number

093A-11-005/00.00

PPIN

28564

Owner's name

KRAFT JANICE & MARY E

Physical street number

Λ

Physical street name

Mailing address

2594 HWY 43 N

Mailing city

CANTON

Mailing state

MS

Mailing zip

39046

True Values

Land

29000

Improvement

Λ

Total

29000

Assessed Values

Land

4351

Improvements

۸

Total

4351

Acres

139.00

Legal description

134A OUT E1/2 W1/2

Taxing District:

5 C

Supervisor District

5

Municipality

School District

CANTON SEPARAT

Special Assessment District

NONE

Book / Page

226 / 100

[View Deed]

[Search By Legal Description]

Date

1987-04-14

Homestead

NO

Available Maps

• 093A.PDF

Notice: Map files are very large and may take several minutes to download.

No Improvements For This Parcel

Return to Parcel Search

Adjacent Parcel-West

Parcel Details

Parcel number

093A-11-004/02.00

PPIN

28561

Owner's name

RICHARDS CLARENCE EDWARD

Physical street number

718

Physical street name

COLEMAN ST

Mailing address

1005 WYNNE AVENUE

Mailing city

SAN ANGELO

Mailing state

ΤX

Mailing zip

76905

True Values

Land

22700

Improvement

11650

Total

34350

Assessed Values

Land

3406

Improvements

1748

Total

5154

Acres

15.60

Legal description

15.6A IN E1/2 W1/2 NW1/4 N OF HWY 4

Taxing District:

5 C

Supervisor District

5

Municipality

School District

CANTON SEPARAT

Special Assessment District

NONE

Book / Page

199 / 674

[View Deed]

[Search By Legal Description]

Date

1985-05-30

Homestead

NO

Available Maps

• 093A.PDF

Notice: Map files are very large and may take several minutes to download.

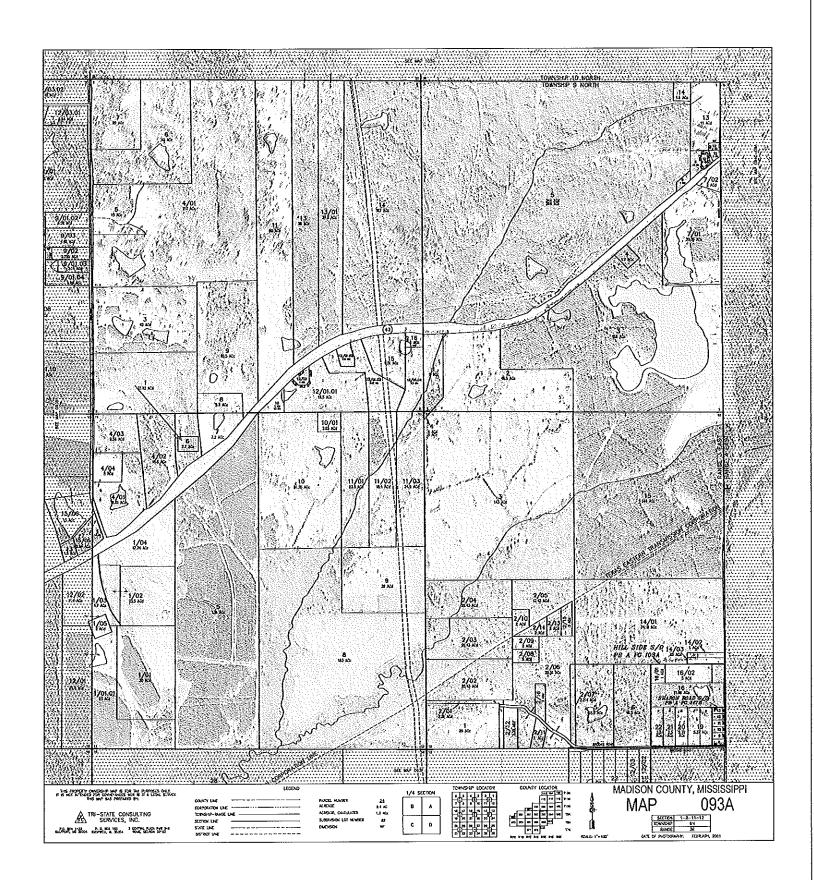
Improvements

No.	Structure Type	Basic	Adj	Year	Value
		Sq Ft	Sq Ft	Built	
1	B42	972	972	1950	1,460.00

2	MOBILE HOME	1,280	1,280	1996	10,140.00
3	DECK/DOCK WOOD	36	36	1950	50.00

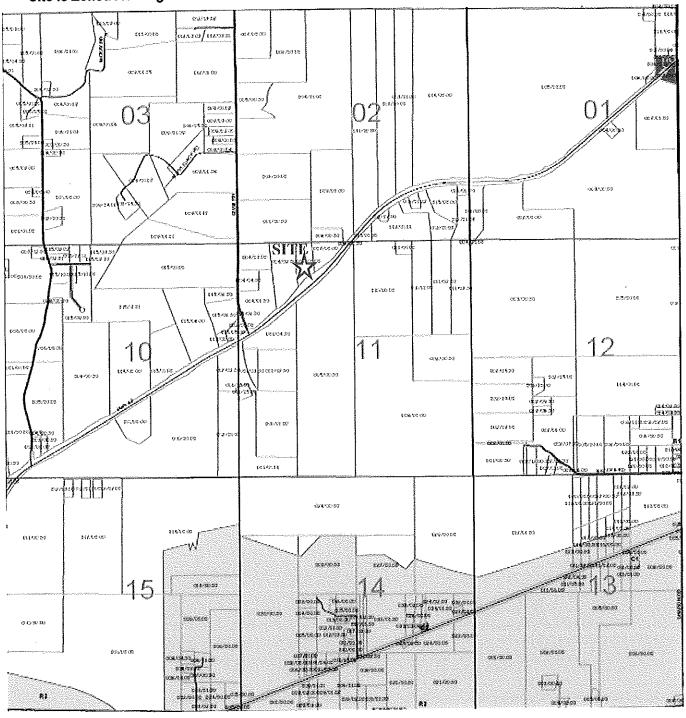
Return to Parcel Search

Need Help? Contact Us



ZONING MAP

Site is Zoned A1 – Agricultural District. Located in Section 11 – T09N, R03E – Madison County, MS



Legend						Madison County, Mississipp
¢i_2(0)	Zone		Ĉ2	ЙÅ	fcs	Zoning T9N-R3E
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ZONE_09	(<u>)</u> cı		PuD	ĤŹ	lž	Panel 093
() retotur ret. 1937						

800K 268 PAGE 230

STATE OF MISSISSIPPI COUNTY OF MADISON

1.44

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, We, RANDY MIGGINS and PHILLIP TAYLOR, JR., do hereby convey and specially warrant unto BOBBY L. ISONHOOD and NANCY ISONHOOD, as joint tenants with full right of survivorship and not as tenants in common, the following described real property situated in Madison County, Mississippi, to wit:

A parcel of land containing 29.2 acres, more or less, fronting on the North side of Mississippi State Highway No. 43, lying and being situated in the S 1/2 of the SW 1/4 of Section 2 and the N 1/2 of the NW 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows:

Commencing at the intersection of the East margin of a county public road with the South fence line of said Section 2 (said road being the West boundary of said Section 2) and run South 89 degrees 30 minutes East along said fence for 653.2 feet to the SE fence corner of the Isonhood property and the point of beginning of the property herein described; thence North along the east fence line of the Isonhood property for 957.2 feet to a fence corner on the South line of the Smith property; thence East for 1010 feet to an iron pin at the SE corner of said Smith property; thence South for 1647.3 feet to a point on the North margin of Mississippi State Highway No. 43; thence Southwesterly along the tangent and curve of the North margin of said Highway for 455.2 feet to a point on the East fence line ext. of the Richards property; thence North 01 degrees 25 minutes East along Richards East fence line for 214.2 feet to a point; thence North 01 degrees 35 minutes West along Richards East fence line for 726 feet to Richards NE fence corner thence North 89 degrees 41 minutes West along Richards North fence line for 6524.5 feet to the point of beginning.

LESS AND EXCEPT the following described property:

Begin at a point 660 feet east of the southwest corner of Section 2, Township 9 North, Range 3 East, being the southeast corner of the Isonhood lot and using this as the point of beginning proceed thence east along the south line of Section 2 a distance of 227.53 feet to a point; thence north 957.2 feet, more or less, to a point on the south line of the Smith property; thence west 227.53 feet to a fence corner on the south line of the Smith property and being the northeast corner of the Isonhood lot; thence south 957.2 feet, more or less, to the point of beginning containing 5.0 acres, more or less.

THE WARRANTY OF THIS CONVEYANCE IS SUBJECT ONLY TO THE FOLLOWING:

- 1. Subject to the payment of ad valorem taxes for the year 1990 to Madison County, Mississippi, which are neither due nor payable until January, 1991.
- Subject to all applicable zoning ordinances and subdivision regulations for Madison County, Mississippi.
- 3. Prior reservation or conveyance of oil, gas, or other minerals which may lie in, on, or under the captioned property.
- 4. Those restrictions and/or covenants set forth in Warranty Deed of record in Book 162 at Page 632 in the office of the Chancery Clerk of Madison County, Mississippi.

WITNESS OUR SIGNATURES this 23 day of /

STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me the undersigned authority, in and for the above county and state, the within named RANDY MIGGINS who acknowledged that he did sign, execute, and deliver the above and foregoing Special Warranty Deed as and for his free act and deed on the day and date therein mentioned.

ISSUED UNDER MY HAND AND OFFICIAL SEAL this 23day of

. 1990 ر

My Commission Expires:

3-21-19941

STATE OF MISSISSIPPI COUNTY OF MANISON

Personally appeared before me the undersigned authority; in and for the above county and state, the within named PHILLIP TAYLOR, JR., who acknowledged that he did sign, execute, and deliver the above and foregoing Special Warranty Deed as and for his free act and deed on the day and date therein mentioned.

ISSUED UNDER MY HAND AND OFFICIAL SEAL this X Jday of

_, 1990.

Thinnman of

My Commission Expires:

800X 268 PAGE 232

GRANTORS: RANDY MIGGINS
Route 4, Box 143
Canton, MS 39046
(601) 859-4085

PHILLIP TAYLOR, JR. 210 Nest Street Canton, MS 39046 (601) 859-6141

GRANTEES: BOBBY L. ISONHOOD NANCY ISONHOOD Rt. 4, Box 4-A Canton, MS 39046 (601) 859-2407



STATE OF MISSISSIPPI, County of Madison:		
I certify that the within instrument was filed for record in my office this_	_ 23	day
of May 1940 at 5:00 o'clock A M and v	uae dulu	recorded
on the 1000 23 1990 , Book No. 268	, Page _	<u> 230.</u>
BILLY V. COOPER, CHANGERY CLERK BY: KONGON		D.C,

SITE NAME: Sharon / 263867 LCS / 4.10.13

Upon Recording, Return to:

Pennington Law Firm, L.L.C.
Post Office Box 2844
Columbia, South Carolina 29202

STATE OF MISSISSIPPI
)
COUNTY OF MADISON

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of LAND LEASE AGREEMENT is made this day of June, 2013, between Bobby L. Isonhood and Nancy Isonhood, husband and wife, with a mailing address of 182 Quail Road, Canton, MS 39046, hereinafter collectively referred to as "LESSOR", and Jackson Cellular Telephone Co., Inc. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1

Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

LESSOR hereby leases to LESSEE a portion of that certain parcel of property 2. (the entirety of LESSOR's property is referred to hereinafter as the Property), located at and having an E-911 address of 2668-Z Hwy 43, Canton, MS 39046, and being described as a 80' by 80' parcel containing approximately Six Thousand Four Hundred (6,400) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a Thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Highway 43, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the County of Madison, Mississippi as Parcel No. 093A-11-006/00.00 and is further described in Deed Book 268 at Page 230 as recorded in the official records of Madison County, Mississippi.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

- 3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").
- 4. If LESSOR elects, during the initial term or any renewal term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days

after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[SIGNATURES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

WITNESSES:	LESSOR:
By: Tabl Savkins	Bobby L. Isonhood and Nancy Isonhood By: Name: Bobby L. Isonhood Date: 4-18-13
By: Tall Tenkins	By: Y Quech Chouhood Name: Nancy Isonhood Date: 4-18-2013
By: What have	Jackson Cellular Telephone Co., Inc. d/b/a Verizon Wireless By: Name: Hans F. Leutenegger Title: Area Vice President Network Date: (2020)

COUNTY OF MADISON	ACKNOWLEDGEMENT
certify that Bobby L. Isonhood per	Public for said County and State, do hereby sonally came before me this day and egoing instrument as his own act and deed.
WITNESS my hand and official Notarial	Seal, this 187 day of AMIL, 2013.
My Commission Expires:	Notary Public ID # 47629 WILLIAM D. McGEHEE Commission Expires Feb. 7, 2015
STATE OF MISSISSIPPI) COUNTY OF MADISON)	ACKNOWLEDGEMENT
I, WILLIA D. M. GEHEC, a Notary certify that Nancy Isonhood personally that she executed the foregoing instrum	Public for said County and State, do hereby came before me this day and acknowledged ent as her own act and deed.
certify that Nancy Isonhood personally	came before me this day and acknowledged ent as her own act and deed.

STATE OF NORTH CAROLINA) COUNTY OF MECKLENBURG)	ACKNOWLEDGEMENT
of North Carolina, do hereby certify known, who, being by me duly swo Network of Jackson Cellular Telephone as Area Vice President Network, being	that Hans F. Leutenegger, to me personally orn, did say that he is Area Vice Presiden Co., Inc. d/b/a Verizon Wireless, and that he authorized to do so, executed the foregoing ar Telephone Co., Inc. d/b/a Verizon Wireless.
Sworn to and subscribed before me this 20th day of <u>June</u> , 20	1 乙
Kimberly 7. Uluch	ري
Notary Public)	KIMBERLY F. ULRICH
My Commission Expires: 12/27/20	NOTARY PUBLIC UNION COUNTY NORTH CAROLINA MY COMMISSION EXPIRES 12/27/2016

EXHIBIT A

[DESCRIPTION OF PROPERTY AND PREMISES]

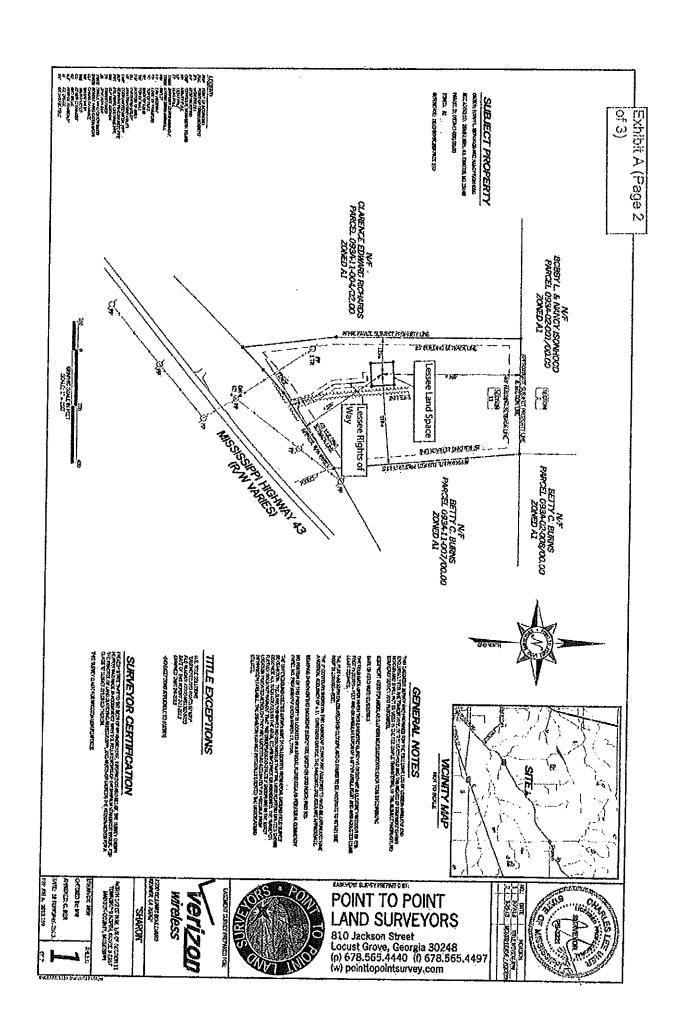
EXHIBIT A PAGE 1 OF 3

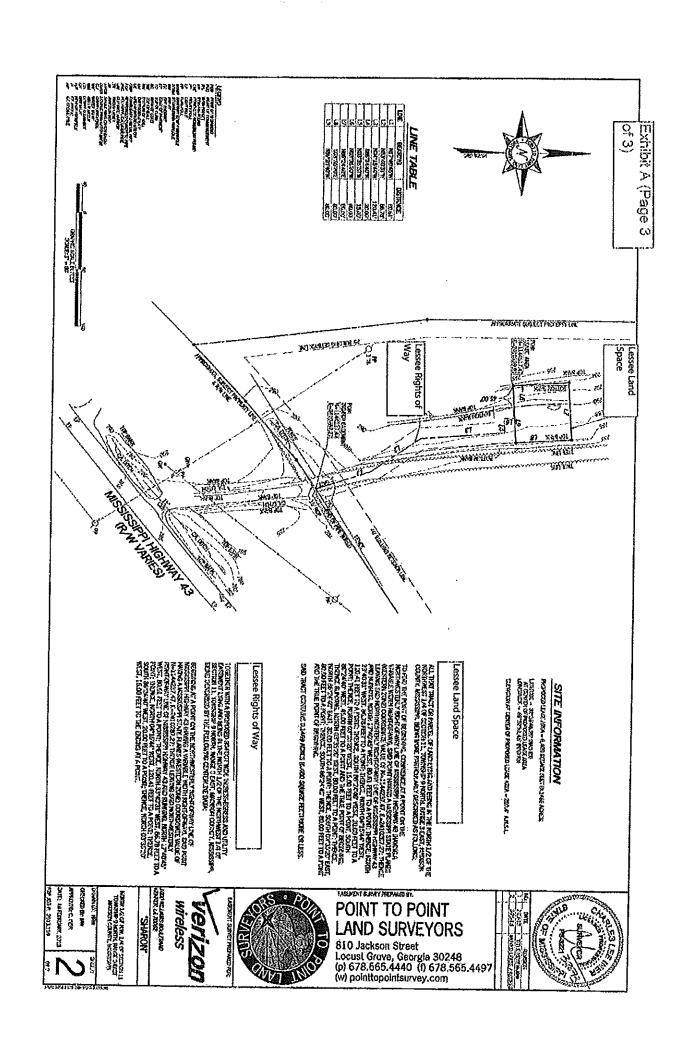
LEGAL DESCRIPTION OF PROPERTY

A parcel of land containing 29.2 acres, more or less, fronting on the North side of Mississippi State Highway No. 43, lying and being situated in the S 1/2 of the SW 1/4 of Section 2 and the N 1/2 of the NW 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows: Commencing at the intersection of the East margin of a county public road with the South fence line of said Section 2 (said road being the West boundary of said Section 2) and run South 89 degrees 30 minutes East along said fence for 653.2 feet to the SE fence corner of the Isonhood property and the point of beginning of the property herein described; thence North along the fence line of the Isonhood property for 957.2 feet to a fence corner on the South line of the Smith property; thence East for 1010 feet to an iron pin at the SE corner of said Smith property; thence South for 1647.3 feet to a point on the North margin of Mississippi State Highway No. 43; thence Southwesterly along the tangent and curve of the North margin of said Highway for 455.2 feet to a point on the East fence line ext. of the Richards property; thence North 01 degrees 25 minutes East along Richards East fence line for 726 feet to Richards NE fence corner thence North 89 degrees 41 minutes West along Richards North fence line for 6524.5 feet to the point of beginning.

LESS AND EXCEPT the following described property:

Begin at a point 660 feet east of the southwest corner of Section 2, Township 9 North, Range 3 East, being the southeast corner of the Isonhood lot and using this as the point of beginning proceed thence east along the south line of Section 2 a distance of 227.53 feet to a point; thence north 957.2 feet, more or less, to a point on the south line of the Smith property; thence west 227.53 feet to a fence corner on the south line of the Smith property and being the northeast corner of the Isonhood lot; thence south 957.2 feet, more or less, to the point of beginning containing 5.0 acres, more or less.





LAND LEASE AGREEMENT

This Agreement, made this O day of ONE, 2013 between Bobby L. Isonhood and Nancy Isonhood, husband and wife, with a mailing address of 182 Quail Road, Canton, MS 39046, hereinafter collectively designated LESSOR and Jackson Cellular Telephone Co., Inc. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. <u>PREMISES</u>. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at and having an E-911 address of 2668-Z Hwy 43, Canton, MS 39046, and being described as a 80' by 80' parcel containing approximately Six Thousand Four Hundred (6,400) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a Thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Highway 43, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the County of Madison, Mississippi as Parcel No. 093A-11-006/00.00 and is further described in Deed Book 268 at Page 230 as recorded in the official records of Madison County, Mississippi.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. <u>SURVEY</u>. LESSOR also has granted to LESSEE the right to survey the Property and the Premises, and said survey is attached hereto as Exhibit "B" and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls

between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the b. "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

- 5. <u>EXTENSION RENTALS</u>. The annual rent for each five (5) year extension term shall percent over the annual rent due for the immediately preceding five (5) year term.
- 6. <u>ADDITIONAL EXTENSIONS</u>. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".
- TAXES. LESSEE shall have the responsibility to pay any personal property, real 7. estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. <u>USE; GOVERNMENTAL APPROVALS</u>. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses

incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. <u>INDEMNIFICATION</u>. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance

obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSOR hereby acknowledges that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. In the event that the current use of the Insurance Buffer changes during the Term, LESSOR and LESSEE each agree that at such time and in the future, and at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.
- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.
- 13. INTERFERENCE, LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

- 14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.
- 15. <u>HOLDOVER</u>. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.
- otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.
- 17. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest

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in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

- 18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.
- 20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.
- 22. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and

shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. <u>NOTICES</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Bobby L. Isonhood and Nancy Isonhood

182 Quail Road Canton, MS 39046

LESSEE: Jackson Cellular Telephone Co., Inc. d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.
- 25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if

Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.
- In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.
- 30. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the

10

Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

- 31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.
- 32. <u>SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

- 33. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.
- 34. <u>SURVIVAL</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 35. <u>CAPTIONS</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:	LESSOR:
By: MAN Print Name: 1000 TENKINS	Bobby L. Isonhood and Nancy Isonhood By: Name: Bobby L. Isonhood
By: TOO TENKING	By: Mancy Isonhood Date: 4-18-2013
By: Miche Alasa Print Name: Deloth Brush	Jackson Cellular Telephone Co., Inc. d/b/a Verizon Wireless By: Name: Hans F. Leutenegger Title: Area Vice President Network Date: 620203

Exhibit "A"

(Description of Property and Premises within Property)

EXHIBIT A PAGE 1 OF 3

LEGAL DESCRIPTION OF PROPERTY

A parcel of land containing 29.2 acres, more or less, fronting on the North side of Mississippi State Highway No. 43, lying and being situated in the S 1/2 of the SW 1/4 of Section 2 and the N 1/2 of the NW 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, and more particularly described as follows: Commencing at the intersection of the East margin of a county public road with the South fence line of said Section 2 (said road being the West boundary of said Section 2) and run South 89 degrees 30 minutes East along said fence for 653.2 feet to the SE fence corner of the Isonhood property and the point of beginning of the property herein described; thence North along the fence line of the Isonhood property for 957.2 feet to a fence corner on the South line of the Smith property; thence East for 1010 feet to an iron pin at the SE corner of said Smith property; thence South for 1647.3 feet to a point on the North margin of Mississippi State Highway No. 43; thence Southwesterly along the tangent and curve of the North margin of said Highway for 455.2 feet to a point on the East fence line ext. of the Richards property; thence North 01 degrees 25 minutes East along Richards East fence line for 234.2 feet to a point; thence North 01 degrees 35 minutes West along Richards East fence line for 726 feet to Richards NE fence corner thence North 89 degrees 41 minutes West along Richards North fence line for 6524.5 feet to the point of beginning.

LESS AND EXCEPT the following described property:

Begin at a point 660 feet east of the southwest corner of Section 2, Township 9 North, Range 3 East, being the southeast corner of the Isonhood lot and using this as the point of beginning proceed thence east along the south line of Section 2 a distance of 227.53 feet to a point; thence north 957.2 feet, more or less, to a point on the south line of the Smith property; thence west 227.53 feet to a fence corner on the south line of the Smith property and being the northeast corner of the Isonhood lot; thence south 957.2 feet, more or less, to the point of beginning containing 5.0 acres, more or less.

EXHIBIT A PAGE 2 OF 3

LESSEE LAND SPACE

"SHARON"

All that tract or parcel of land lying and being in the North 1/2 of the Northwest 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, being more particularly described as follows:

To find the point of beginning, commence at a point on the northwesterly right-of-way line of Mississippi Highway 43 (having a variable width right-of-way), said point having a Mississippi State Planes (Western Zone) coordinate value of N=1144237.47, E=2410287.27; thence leaving said northwesterly right-of-way line of Mississippi Highway 43 and running, North 17°40'45" West, 80.61 feet to a point; thence, North 33°40'31" West, 86.78 feet to a point; thence, North 04°15'44" West, 120.41 feet to a point; thence, South 86°24'40" West, 20.00 feet to a point; thence, North 03°35'20" West, 15.00 feet to a point, South 86°24'40" West, 45.00 feet to a point and the true POINT OF BEGINNING; Thence running, North 03°35'20" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point; Thence, South 86°24'40" West, 80.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.1469 ACRES (6,400 square feet), more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated February 18, 2013, and last revised March 25, 2013.

EXHIBIT A PAGE 3 OF 3

LESSEE RIGHTS OF WAY

"SHARON"

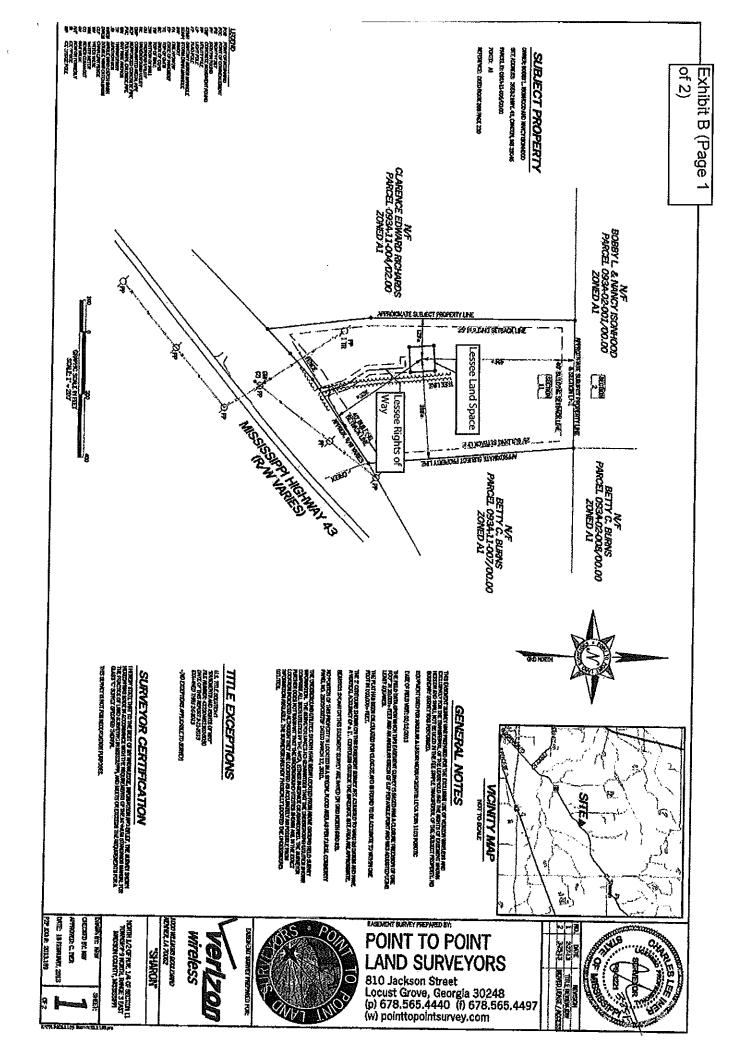
Together with a proposed 30-foot wide ingress-egress and utility easement lying and being in the North 1/2 of the Northwest 1/4 of Section 11, Township 9 North, Range 3 East, Madison County, Mississippi, being described by the following centerline data:

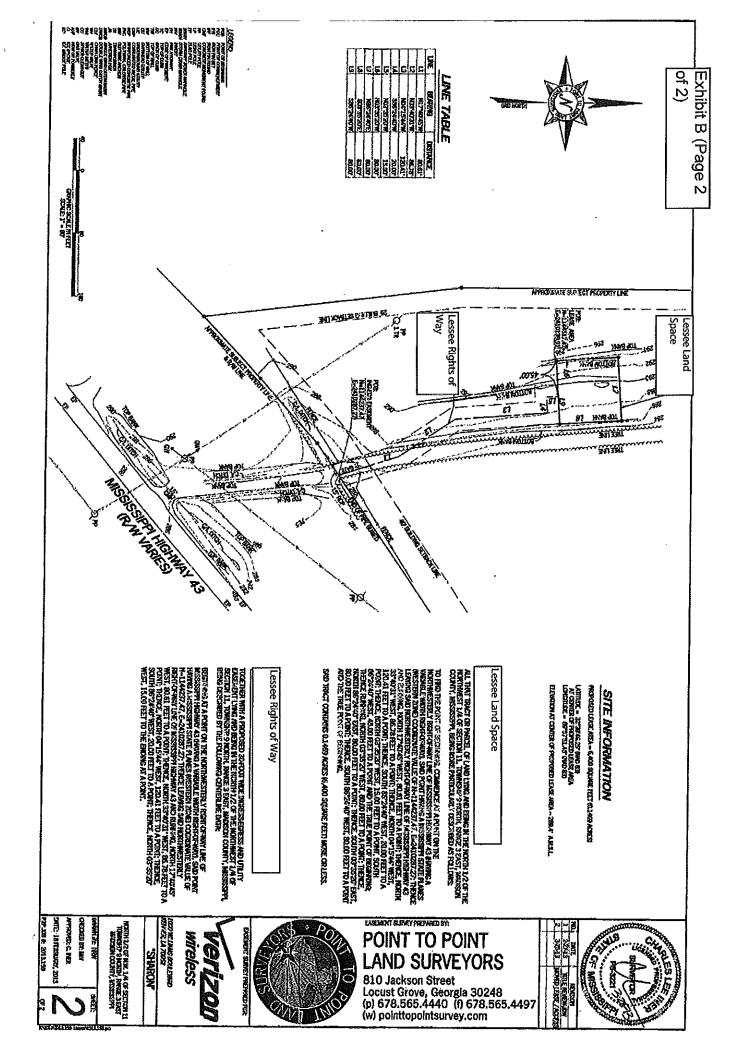
BEGINNING at a point on the northwesterly right-of-way line of Mississippi Highway 43 (having a variable width right-of-way), said point having a Mississippi State Planes (Western Zone) coordinate value of N=1144237.47, E=2410287.27; Thence leaving said northwesterly right-of-way line of Mississippi Highway 43 and running, North 17°40'45" West, 80.61 feet to a point; Thence, North 33°40'31" West, 86.78 feet to a point; Thence, North 04°15'44" West, 120.41 feet to a point; Thence, South 86°24'40" West, 20.00 feet to a point; Thence, North 03°35'20" West, 15.00 feet to the ENDING at a point.

As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated February 18, 2013, and last revised March 25, 2013.

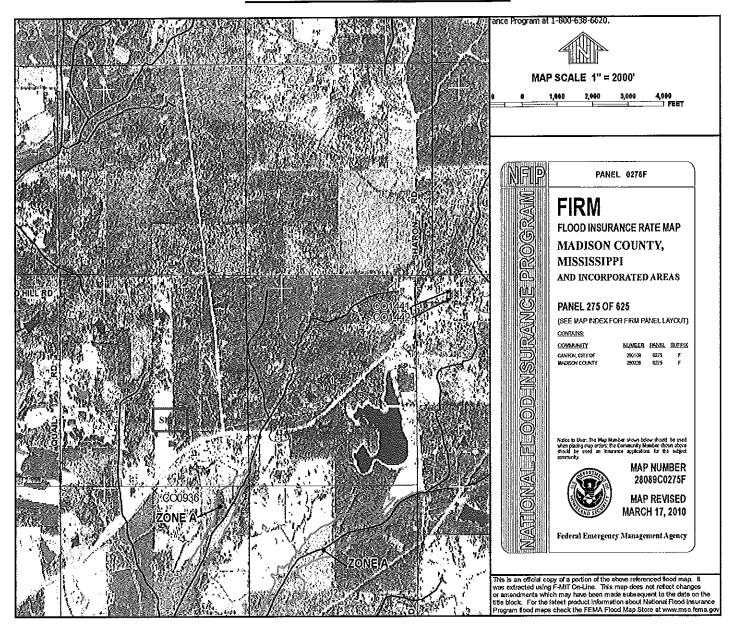
Exhibit "B"

(Survey of Premises within Property)





100 YEAR FLOOD PLAIN MAP



100 YEAR FLOOD PLAIN LEGEND

LEGEND



SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A No Base Flood Elevations determined.

ZONE AE Base Flood Elevations determined.

Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations **ZONE AH**

determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths

determined. For areas of altuvial fan flooding, velocities also determined.

Special Flood Hazard Area formerly protected from the 1% annual chance flood by ZONE AR

a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the

1% annual chance or greater flood.

Areas to be protected from 1% annual chance flood event by a Federal flood **ZONE A99**

protection system under construction; no Base Flood Elevations determined.

Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations **ZONE V**

determined.

Coastal flood zone with velocity hazard (wave action); Base Flood Elevations **ZONE VE**

determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in

flood heights.

OTHER FLOOD AREAS

ZONE X

Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X

Areas determined to be outside the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible. rance Program at 1-800-638-6620.



MAP SCALE 1" = 2000'

3,000 1.008 FEST

PANEL 0276F FIRM

FLOOD INSURANCE RATE MAP MADISON COUNTY, MISSISSIPPI

AND INCORPORATED AREAS

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

80

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(11)

NUMBER PANEL SUFFIX

COMMUNITY CANTON, CITY OF

290109

MASON COUNTY

PANEL 275 OF 625

2275



MAP NUMBER 28089C0275F

MAP REVISED MARCH 17, 2010

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MiT On-Une. This map does not reflect changes or amendments which may have been made subsequent to the date on the Ette block. For the latest product information about National Flood Insurance Program food maps check the FEMA Flood Map Store at www.msc.fema.go

E-911 Physical Address Confirmation



624 Ridgewood Road Ridgeland, MS 39157 Phone: (601)605-9214 Fax (601)605-9218

E-911 Office	Madison County E.O.C.			
Fax Number	601-859-4743	Date: 1-31-13		
E-911 Contact	Jennifer Taylor	Phone: 601-859-6485		

Verizon Wireless would like confirmation of the physical address of the following cellular tower. Please			
verify by signing and faxing this completed form to 601-605-9218.			
Site Name and Number	Sharon - 20120844868		

Your address is: 2668-Z Hwy 43, Canton, MS 39046

The state of the s	
Tower Owner	Verizon Wireless

Address	2668-2 Hwy 43
(City/State/Zip):	Canton, MS 39046
	(If this address is incorrect, please strike through the incorrect parts, and write in the correct address.)

County	Madison

	Latitude:	32° 38' 46.8" N
Coordinates:	Longitude:	89° 57' 51.6" W

Please sign and date.			
Name: Jennifer Taylor	Date:	1/31/13	
Please print name below.			
Name: Jennifer Taylor			and the second of the second o

If you have questions please contact Daniel Pitts at (601)946-8223 or dpitts@emiacquisitions.com



Verizon Wireless
Houston Gulf Coast Region
1000 Williams Blvd.
Kenner, LA 70062
Phone (504) 303-7858
Fax (504) 712-0396

To whom it may concern:

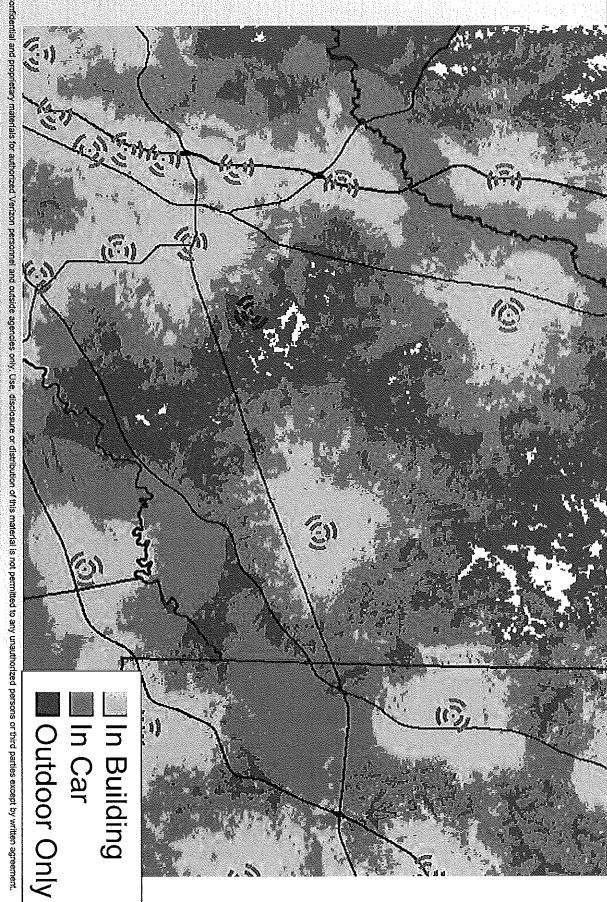
This site is in a great location right off of Hwy 43 just northeast of Canton. This site will expand our voice and data coverage north of Canton heading up to Kosciusko. This will also add coverage along a possible alternate hurricane evacuation route out of Jackson. The RF coverage need is for both voice and LTE data coverage. Verizon Wireless is in the process of building out white space areas (little to no cell phone coverage) within Mississippi. This highway has weak outdoor coverage. There is an existing American Tower Site just 1.5 miles west of our ring that will not meet our coverage objective. This tower is located within coverage, and it will not help expand our coverage closer to the community of Sharon up Hwy 43. Site placement is key for expanding our coverage further east. We also plan on adding additional capacity for future technologies such as AWS for LTE growth. This will allow customers in the area to have other data connection options if cable service is not working for them. When we don't own the tower, the process to amend our lease could be lengthy and costly. It's important to Verizon Wireless to provide good voice and data coverage for our new customers and existing customers. Verizon Wireless has high standards, and we test our network constantly by running in-house baseline route tests for both data and voice coverage. We've noticed this area has little to no coverage, and due to the cost of building a new tower or collocating on an existing cell tower, we need to insure we make the proper choices for our valued customers.

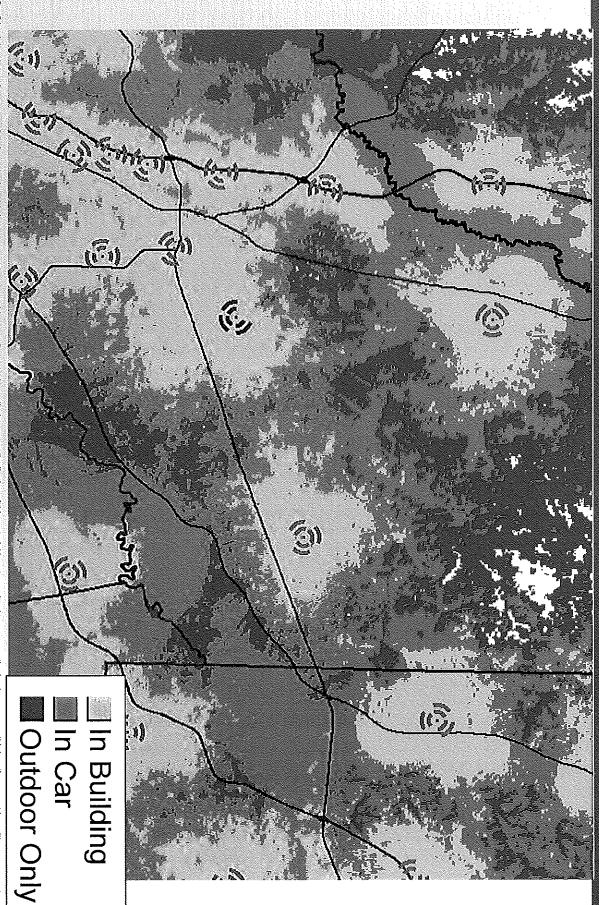
Thank you, Erin A Peschlow Principal RF Engineer Sharon



Verizon Wireless Erin Peschlow, Principal RF Engineer

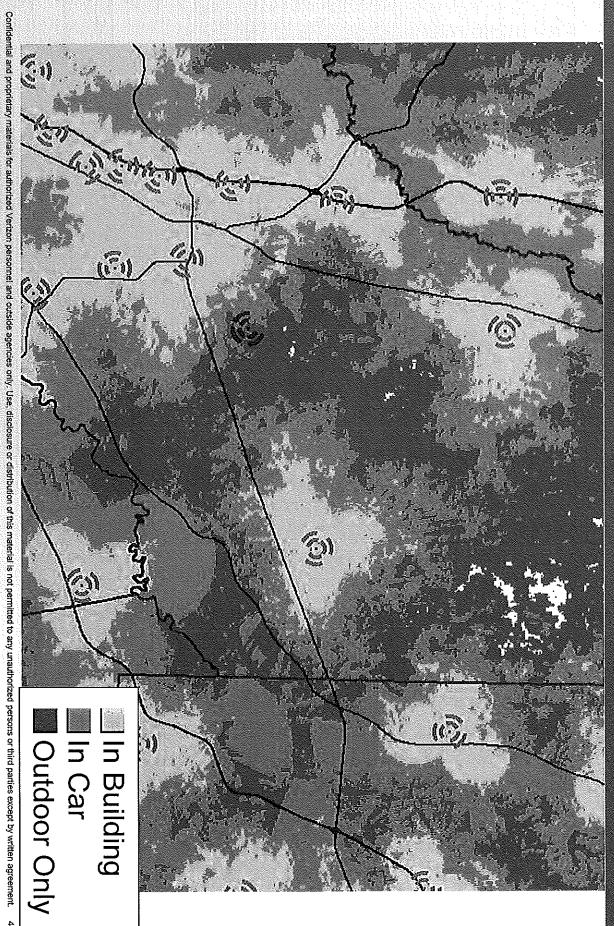
Current Voice Coverage

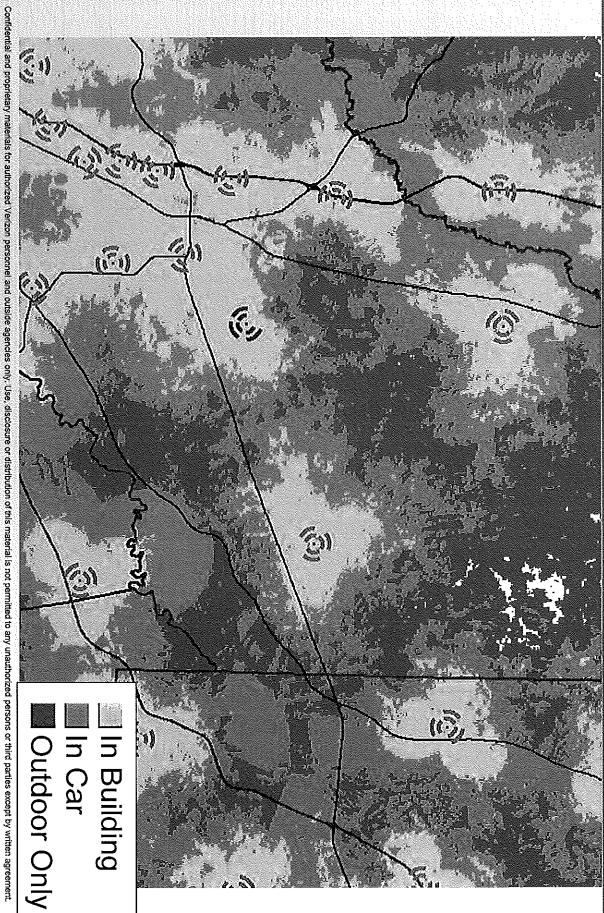


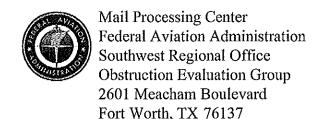




Current LTE Coverage







Issued Date: 05/09/2013

Jim O'Dowd Verizon Wireless 180 Washington Valley Rd Bedminster, NJ 07921

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:

Antenna Tower - Sharon

Location:

Canton, MS

Latitude:

32-38-46.25N NAD 83

Longitude:

89-57-51.45W

Heights:

290 feet site elevation (SE)

231 feet above ground level (AGL) 521 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

At least 10 days prior to start of construction (7460-2, Part I)

X Within 5 days after the construction reaches its greatest height (7460-2, Part II)

This determination expires on 11/09/2014 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6558. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-ASO-2318-OE.

Signature Control No: 186840939-189377680

(DNE)

LaDonna James Technician

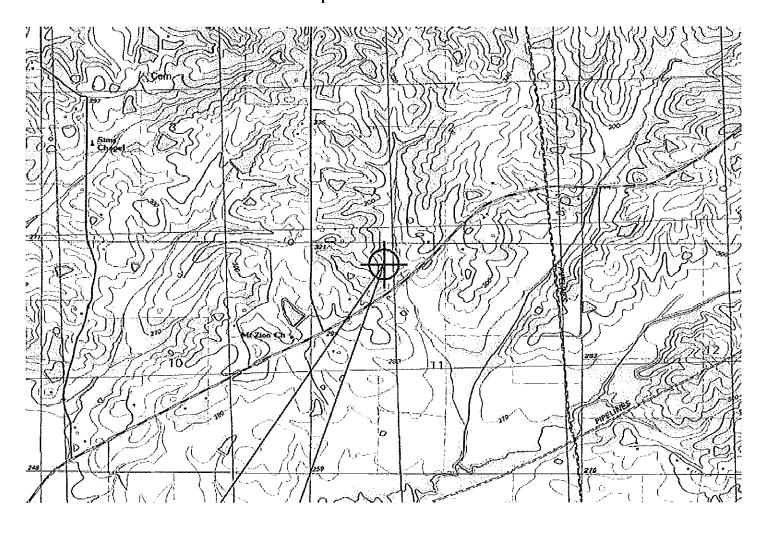
Attachment(s) Frequency Data Map(s)

cc: FCC

Frequency Data for ASN 2013-ASO-2318-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
600	006	NIT	1000	W
698	806	MHz	1000	W
806	824	m MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

Verified Map for ASN 2013-ASO-2318-OE



Certificate of AM Regulatory Compliance

Site Name Sharon

Location N32-38-46.25 W89-57-51.45

Client Verizon Wireless

Certification Date 6/30/2013



According to the Federal Communications Commission (FCC) Rules and Regulations

"Sec. 22.371 Disturbance of AM broadcast station antenna patterns"

Public Mobile Service licensees that construct or modify towers in the immediate vicinity of AM broadcast stations are responsible for measures necessary to correct disturbance of the AM station antenna pattern which causes operation outside of the radiation parameters specified by the FCC for the AM station, if the disturbance occurred as a result of such construction or modification,

Mobile Service licensee must notify the licensee of the AM broadcast station in advance of the planned construction or modification. Measurements must be made to determine whether the construction or modification affected the AM station antenna pattern. The Public Mobile Service licensee is responsible for the installation and continued maintenance of any detuning apparatus necessary to restore proper performance of the AM station array." installation and continued maintenance of any detuning apparatus necessary to restore proper non-directional performance of the AM station tower. Public Mobile Service licensee must notify the licensee of the AM broadcast station in advance of the planned construction or modification. Measurements must be made to determine whether the construction or modification affected the AM station antenna pattern. The Public Mobile Service licensee is responsible for the (b) Directional AM stations. If tower construction or modification is planned within 3 kilometers (1.9 miles) of a directional AM broadcast station array, the Public (a) Non-directional AM stations. If tower construction or modification is planned within 1 kilometer (0,6 mile) of a non-directional AM broadcast station tower, the

currently licensed to operate within the FCC mandated coordination distances. No further AM coordination actions are warranted at this time. This certificate verifies that the site at the above location has been screened and found to have no AM broadcast stations

Certified by:

Matthew Butcher, PE VP, RF Engineering and Development Sitesafe, Inc.

Siles - Compliance experts

200 North Glebe Rd, Suite 1000 Arlington, VA 22203 703-276-1100 www.sitesafe.com ©2008 Sitesafe, Inc.



Verizon Wireless Houston Gulf Coast Region 1000 Williams Blvd. Kenner, LA 70062 Phone (504) 303-7858 Fax (504) 712-0396

June 24, 2013

Madison County Planning and Development Mr. Brad Sellers, Zoning Administrator 125 West North Street Canton, MS 39046

RE: Proposed Verizon Wireless Communication Tower / Facility

Mr. Sellers:

This letter is to notify Madison County that Verizon Wireless allows and encourages colocations onto our towers. This proposed tower is designed to accommodate additional carriers. Verizon Wireless will allow co-location onto this tower site proposed at 2668-Z Highway 43 in Canton, Mississippi.

Sincerely,

Jana Luecke Network Real Estate Manager Verizon Wireless

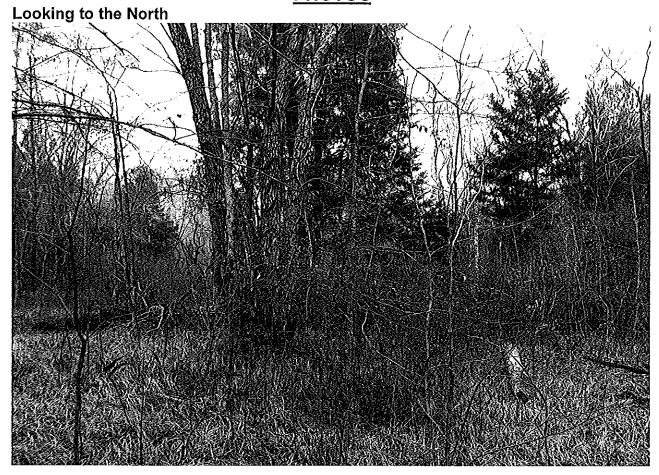
PHOTOS

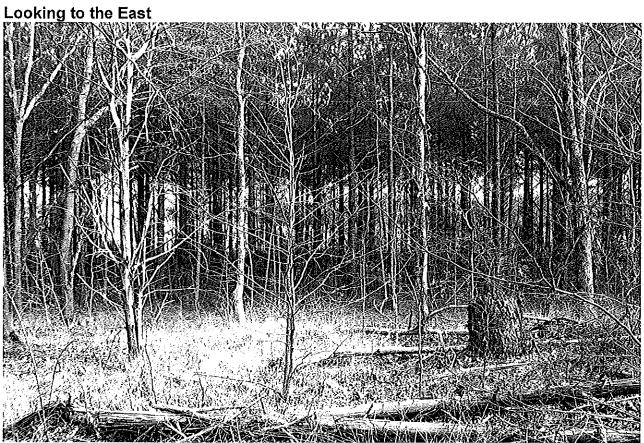
Ingress





PHOTOS





PHOTOS

