

**CITY OF CLINTON  
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
TUESDAY, FEBRUARY 21, 2012 - 7:00 P.M.  
MUNICIPAL COURTROOM – 305 MONROE STREET**

**WELCOME AND CALL TO ORDER** Mayor Rosemary Aultman

**INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

The invocation was led by Alderman Hisaw followed by the pledge of allegiance to the flag led by Alderman Greer.

**ROLL CALL** City Clerk, Russell Wall

Present:       Jehu Brabham – Alderman-at-Large  
                  Tony Hisaw – Alderman Ward 1  
                  Tony Greer – Alderman Ward 2  
                  William O Barnett – Alderman Ward 3  
                  Kathy Peace – Alderwoman Ward 4  
                  Mike Morgan – Alderman Ward 5  
                  Mike Cashion – Alderman Ward 6

**APPROVAL OF CONSENT AGENDA ITEMS A - I**

**MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-I. Item C will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

**CONSTRUCTION – 205 W LEAK STREET, LULA’S CAFÉ – PITT FARRAR**

This item was removed from the agenda and no action was taken

### **DEMOLITION – 409 MCDONALD DRIVE**

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Greer the board approved a resolution determining the necessity for demolishing the building on private property located at 409 McDonald Drive, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

### **APPROVAL AND ACCEPTANCE OF 2 (TWO) HOMELAND SECURITY GRANTS AWARDED TO THE POLICE DEPARTMENT BOMB SQUAD FOR 2012**

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved and accepted 2 (two) Homeland Security Grants awarded to the Police Department bomb Squad for 2012. **MOTION CARRIED UNANIMOUSLY**

### **APPROVE THE ACCEPTANCE OF 8 (EIGHT) YOUTH BASKETBALLS DONATED BY THAD HARPER FOR THE CHALLENGER LEAGUE**

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board approved the acceptance of 8 (eight) youth Basketballs donated by Thad Harper for the Challenger League. **MOTION CARRIED UNANIMOUSLY**

### **AUTHORIZE THE MAYOR TO EXECUTE A GROUND LEASE BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND GLOBAL TOWER, LLC FOR A COMMUNICATIONS TOWER**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan the board approved the ground lease with the exception of Sections 3b, 3e, 6a, 6b and 6c. And furthermore authorized the Mayor to execute the lease without approving Sections 3b, 3e, 6a, 6b and 6c between the City of Clinton, Mississippi and Global Tower, LLC for a communications tower **MOTION CARRIED UNANIMOUSLY**

**ADJOURN 7:17 P.M.**

**MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held March 6, 2012 at 7:00 p.m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: \_\_\_\_\_

*Rosemary G. Aultman*  
Rosemary G. Aultman, Mayor

\_\_\_\_\_  
Date

*February 22, 2012*

ATTEST: \_\_\_\_\_

*Russell L. Wall*  
Russell L. Wall, City Clerk

\_\_\_\_\_  
Date

*February 22, 2012*



**ALDERMEN**  
**Tony Hisaw**  
Ward One

**Tony M. Greer**  
Ward Two

**William O. Barnett**  
Ward Three

**Kathy Peace**  
Ward Four

# City of Clinton Mississippi

**Rosemary Aultman, Mayor**

**ALDERMEN**  
**Mike Morgan**  
Ward Five

**Mike Cashlon**  
Ward Six

**Jehu Brabham**  
Alderman-At-Large

**Russell L. Wall**  
City Clerk

December 19, 2011

Mr. Pitt Farrar  
5014 Williamson Road  
Clinton, MS 39056

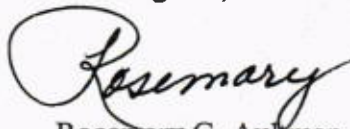
Dear Pitt:

This letter is a follow up to our phone conversation regarding the installation of a sprinkler system in the addition you propose for Lula's restaurant. I have researched your concerns and have found that the building codes specifically address the requirements for a sprinkler system.

As outlined in Sections 1903.2 and 1903.2.1 of the I Codes in the adopted Building Codes, because of the seating capacity, square footage, and the fact that history indicates that the upstairs is used for dining, a sprinkler system is required along with an additional second floor exit.

As you know the Community Development office is available to assist you with any questions you may have.

With regards,

  
Rosemary G. Aultman  
Mayor

RGA:ll

cc: Jerry "JB" Bounds, Director of Community Development ✓

City of Clinton  
Mississippi  
*Community Development*

December 5, 2011

Mr. Pitt Farrar  
5014 Williams Road  
Clinton, MS 39056

Mr. Farrar:

I have received your request to build an addition to Lula's Café located at 205 West Leake Street. I have you on schedule to appear before the Planning and Zoning Commission on December 20, 2011 at 6:30 and the Mayor and Board of Alderman on January 3, 2011 at 7:00. Both meetings will be held in the Municipal Courtroom at the Police Department, 305 Monroe Street. If you would make a note of these dates and time, you or your representative must be present at the Planning and Zoning and The Mayor and Board of Alderman meetings.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,



Jerry "J.B." Bounds  
Director  
Community Development

205 West Leake  
Clinton, MS

Phase A and B

Foundation (conventional)

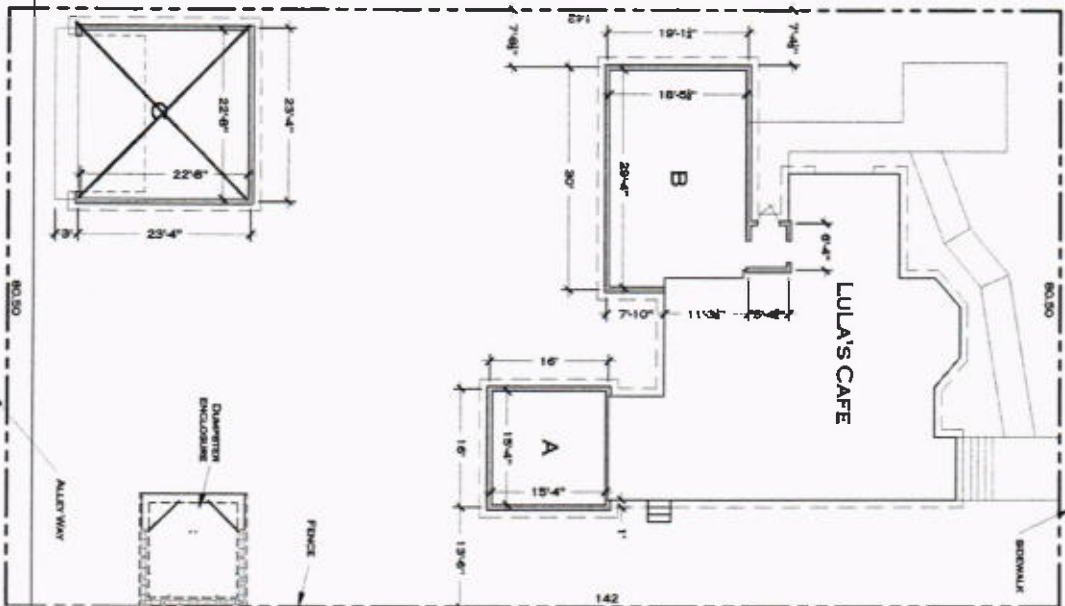
Siding (same as existing)

Windows (same as existing)

Exterior colors (same as existing)

Roofing (Weatheredwood GAF / same as existing)

WEST LAKE ST.



U

DATE: 08/08/08  
DRAWN BY: J. M. CROOK  
CHECKED BY: J. M. CROOK

Site Plan  
**LULA'S CAFE**  
Clinton, Mississippi

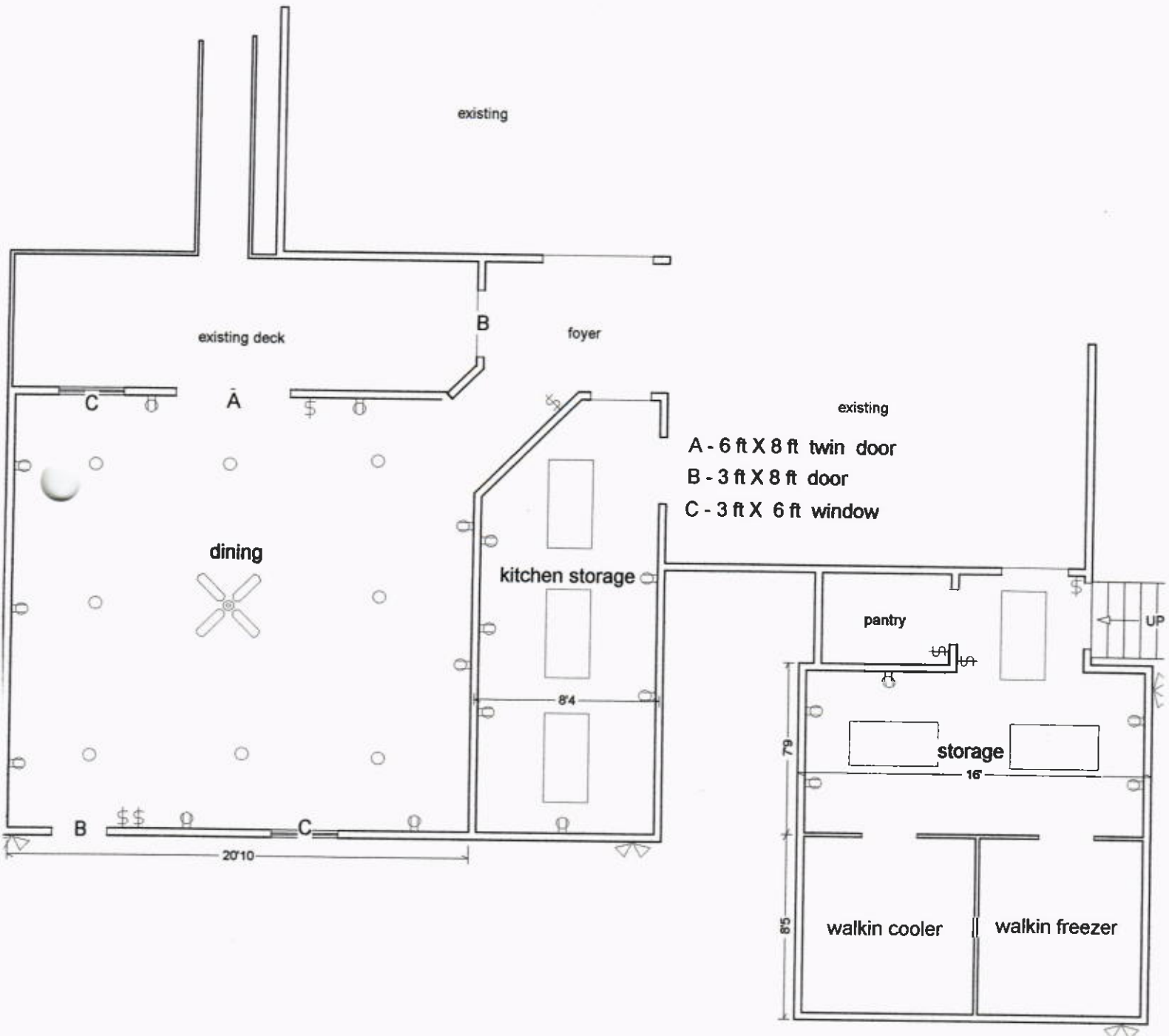
REVISIONS



**McCrorry & Associates**  
land planning consultants

P.O. BOX 2425  
MADISON, MISSISSIPPI 39103  
601-906-3477 PHONE  
662-907-8584 FAX  
WWW.MCCROURYDESIGNS.COM

205 West Leake



SITE PLAN REVIEW CHECKLIST PAGE 2

Other

Construction Type \_\_\_\_\_

Architectural Stamp McCrory

Fire Lane \_\_\_\_\_

Grease Trap (750 Gal Min) \_\_\_\_\_

Erosion Control \_\_\_\_\_

Retention Plan \_\_\_\_\_

Sprinkled Must be Sprinkled

Dumpster Location Rear

Back Flow: Make \_\_\_\_\_

Model \_\_\_\_\_

Storm Water Calculation \_\_\_\_\_

Board Approval

OTC Review Approved \_\_\_\_\_

Architectural Review Approved \_\_\_\_\_

Site Plan Review Approved \_\_\_\_\_

Planning & Zoning Approved \_\_\_\_\_

Mayor & Board of Alderman Approved \_\_\_\_\_

Dept. Representative Signature

Public Works [Signature]

Engineering [Signature]

Zoning Administrator [Signature]

Utilities Manager [Signature]

Fire Department [Signature]

Building Inspector [Signature]

DATE 12-12-11

Notes

All A-2 Occupancy Classification must be Sprinkled, and have monitoring system.

Must have Secondary Egress for the upstairs dining area outside of structure. (Outside Staircase)

Post all Exit Signs

Must have Grease trap Specs.

# SITE PLAN REVIEW CHECKLIST

## Basic Information

New Business \_\_\_\_\_ Townhouse/Zero Lot Line \_\_\_\_\_

Multi-Family \_\_\_\_\_ # of Units \_\_\_\_\_ Occ. Class \_\_\_\_\_

Addition/Remodel Addition

Project Location 205 W. Leake

Business Name Lula's Cafe

Owner Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Architect Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Contractor Address \_\_\_\_\_

Phone No. \_\_\_\_\_

## Public Works and Utilities

Water meter size requested \_\_\_\_\_ Avail? \_\_\_\_\_

Road Bore etc. needed \_\_\_\_\_

Sewer Available \_\_\_\_\_ Road Bore etc. needed? \_\_\_\_\_

Is proposed drainage okay? \_\_\_\_\_ Y \_\_\_\_\_ N

Improvements needed \_\_\_\_\_

# of Curb Cuts None Parking lot layout okay? \_\_\_\_\_ Y \_\_\_\_\_ N

ADA Parking \_\_\_\_\_ Y \_\_\_\_\_ N ADA Accessible \_\_\_\_\_ Y \_\_\_\_\_ N

Improvements Needed \_\_\_\_\_

Changes Needed \_\_\_\_\_

Fireplugs on site \_\_\_\_\_ Y \_\_\_\_\_ N

DATE 12-12-11

## Architectural Standards

Square Footage 600 # of Stories \_\_\_\_\_

Roof Material Asphalt Single Color Same

Trim Material Wood Siding Color Same

Ext. Fin. Mat. Wood Siding Color Same

Other Materials \_\_\_\_\_ Color \_\_\_\_\_

Explanation of Material and Color, if needed Must be approved by Olde Town Architectural Review

Other Information \_\_\_\_\_

Landscaping Plans/Suggestions \_\_\_\_\_

## Zoning Information

Current Zoning of Property \_\_\_\_\_ Flood Plain \_\_\_\_\_

Rezoning Required \_\_\_\_\_ Requested Rezoning \_\_\_\_\_

Is this type of business allowed in this zoning classification? Y N

Setbacks Required? \_\_\_\_\_ Y \_\_\_\_\_ N

If yes—

Front Yard Setbacks Required \_\_\_\_\_ Proposed \_\_\_\_\_

Side Yard Setbacks Required \_\_\_\_\_ Proposed \_\_\_\_\_

Rear Yard Setbacks Required \_\_\_\_\_ Proposed \_\_\_\_\_

Height of Bldg \_\_\_\_\_ Proposed \_\_\_\_\_

Is an accessory building proposed? \_\_\_\_\_ Y \_\_\_\_\_ N

Proposed Sign Location \_\_\_\_\_

Is screening required for this type of land use? \_\_\_\_\_ Y \_\_\_\_\_ N

Proposed type of screening to be used \_\_\_\_\_

# of Parking Spaces Required \_\_\_\_\_ Proposed \_\_\_\_\_

**RESOLUTION FOR THE DEMOLITION OF PROPERTY IN THE CITY OF CLINTON, MS**

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 409 McDonald, Clinton, Mississippi, and after full consideration of the matter, Alderman CASHION Offered the following Resolution:

**Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the demolition and debris removal, of the property located at 409 McDonald, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances.**

**WHEREAS**, it has come to the attention of the Mayor and Board of Aldermen that the property located at 409 McDonald, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

**WHEREAS**, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

**WHEREAS**, a public hearing was held at 7:00 p.m. February 21, 2012, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

**WHEREAS**, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to have the property demolished and debris removed at 409 McDonald, Clinton, Mississippi.

**NOW BE IT RESOVLED**, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 409 McDonald, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statues and ordinances to have the property demolished and debris removed from 409 McDonald, Clinton, MS 39056.

3. The Director of Community Development is hereby directed that upon completion of this demolition that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in demolition of the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman GREER and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

|                         |            |
|-------------------------|------------|
| Alderman Brabham voted: | <u>AYE</u> |
| Alderman Hisaw voted:   | <u>AYE</u> |
| Alderman Greer voted:   | <u>AYE</u> |
| Alderman Barnett voted: | <u>AYE</u> |
| Alderwoman Peace voted: | <u>AYE</u> |
| Alderman Morgan voted:  | <u>AYE</u> |
| Alderman Cashion voted: | <u>AYE</u> |

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21<sup>ST</sup> day of FEBRUARY 2012.

CITY OF CLINTON

BY: Rosemary G. Aultman  
ROSEMARY G. AULTMAN, Mayor

ATTEST: Russell L. Wall  
Russell L. Wall, City Clerk (SEAL)

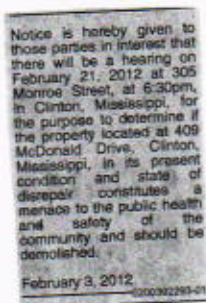


**PROOF OF PUBLICATION  
THE STATE OF MISSISSIPPI  
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

**PASTE PROOF HERE**

C19341  
CITY OF CLINTON-LEGALs,  
0200392293  
409 McDonald Drive Hearing



ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/3/2012

Size: 76 words / 1.00 col. x 18.00 lines

Published: 1 time(s)

Total: \$17.62

Signed *Ann Middeke*  
Authorized Clerk of  
The Clarion-Ledger

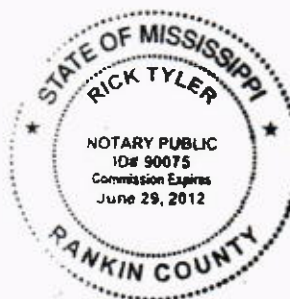
SWORN to and subscribed before me on 2/3/2012.

*Rick Tyler*  
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru  
Notary Public Underwriters

(SEAL)



City of Clinton  
Mississippi  
*Community Development*

February 13, 2012

Mr. Bobby Lee  
Huntcliff Manor Apt.  
500 East Northside Drive  
Clinton, MS 39056

Mr. Lee:

I have talked to you on several occasions concerning your house located at 409 McDonald in Clinton. Knowing your dilemma with the insurance Company, I can see it taking longer than normal to get the property back to a livable condition. I know you are aware that it been 10 months since the tornado came through and I have had several neighbors complain about the lack of activity on the property. I am aware that you have several potential buyers for the property, however due to that lack of inactivity the City would like for you to be at the Mayor and Board of Alderman meeting on February 21, 2012 to discuss the property and your intentions. This meeting will held in the Municipal Court Room, 305 West Monroe Street, start at 7:00 pm.

If you have any questions I can be reached at (601) 924-2256.

Sincerely,

Jerry "J.B." Bounds  
Director  
Community Development

## Designation of Subgrantee Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Subgrantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subgrantee*.

Name: Todd Peterson Title: Sergeant Training & Grants  
(Subgrantee Grant Administrator)

Organization Name: City of Clinton

Mailing Address: 305 Monroe Street

City: Clinton Zip Code 39056

Telephone Number: (601) 924-5252 Fax Number: (601) 924-7867

Cellular Number: (601) 951-2170 Pager Number: (601) NA

Email Address: peterson218@clintonpd.org

Appointed by: Rosemary Aultman  
(Print Subgrantee Official's Name)

Date: February 08<sup>th</sup>, 2012

Signed: Rosemary G. Aultman  
(Signature)

Title: MAYOR



# City Of Clinton 2011 Homeland Security Grant Funding

## City of Clinton: Law Enforcement Bomb Squad

| Equipment Category             | Item                                                                  | Qty | Total Cost  | Items to Discipline | Allocation to each Discipline |
|--------------------------------|-----------------------------------------------------------------------|-----|-------------|---------------------|-------------------------------|
| Explosive Mitigation Equipment | Response Trailer Team Equipment transport                             | 1   | \$14,000.00 | 1LE                 | \$14,000.00                   |
| Intervention Equipment         | Cheverolet Utility Vehicle EOD K9 Transport, w/trailer Towing package | 1   | \$24,750.00 | 1LE                 | \$24,750.00                   |
| Interoperable Communications   | Continued Mobile Communications For EOD Team                          | 1   | \$9,000.00  | 1LE                 | \$9,000.00                    |
| Explosive Mitigation Equipment | Response Apparel & individual tech Tools                              | 1   | \$2,250.00  | 1LE                 | \$2,250.00                    |
| Total                          |                                                                       | 1   | \$50,000.00 | 1LE                 | \$50,000.00                   |

## **CITY OF CLINTON**

### **MISSISSIPPI HOMELAND SECURITY TERRORISM PREVENTION PROGRAM, for Certified Bomb Squads Homeland Security Grant Program, Grant NO: 11LE147BS**

#### **Scope of Work**

##### **Project**

The City of Clinton intends to utilize the Law Enforcement Terrorism Prevention Program Grant for Fiscal Year 2011 to enhance our terrorism response capabilities. We intend to do this by purchasing new equipment to augment equipment and training, which we have already purchased and equipment and training we intend to purchase with future funds.

##### **Goal**

Reduce the City of Clinton's vulnerability to terrorism through preparedness and protective efforts.

Prepare and train the City of Clinton's Bomb Squad for Statewide response to incidents related to terrorism and questionable devices as related to explosives.

##### **Objectives**

Improve the City of Clinton's response capabilities by purchasing needed equipment to effectively respond to and mitigate a terrorist event.

##### **Special Note**

The City of Clinton as of September 2004 has a Certified EOD Team in place for statewide response as needed.



STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HOMELAND SECURITY

HALEY R. BARBOUR  
GOVERNOR

STEPHEN B. SIMPSON  
COMMISSIONER

January 19, 2012

Sgt. Todd Peterson  
Clinton Police Department  
305 Monroe St.  
Clinton, MS 39056

Dear Sgt. Peterson:

Enclosed you will find a grant award letter for the Clinton Police Department Bomb Team. This award letter is for the purchase of a Segway. Representatives from your bomb team and the other three bomb teams met in Jackson and determined that the Segway that is listed on the enclosed quote is what would be purchased with this special grant award.

As per our telephone conversation on January 19, 2012 please have the award letter signed and returned to our office along with a request for advance payment (and the required documentation) of these grant funds as soon as possible. This grant award is time sensitive so this needs to occur in order for your bomb team to secure this piece of equipment. Please return the signed award letter and the request for advance payment to my attention at the following address:

Mississippi Office of Homeland Security  
1230 Raymond Rd.  
Jackson, MS 39204

Please do not hesitate to contact me if you should have any questions or need any assistance with this matter. You may reach me at 601-346-1500 or you may e-mail me at [pcorn@dps.ms.gov](mailto:pcorn@dps.ms.gov).

Regards,

Penny N. Corn  
Grants Director



HALEY R. BARBOUR  
GOVERNOR

STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF HOMELAND SECURITY

ALBERT SANTA CRUZ  
COMMISSIONER

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LAW ENFORCEMENT TERRORISM PREVENTION GRANT PROGRAM AWARD

DATE OF AWARD: January 12, 2012 GRANT NO: 08LE147  
SUB-GRANTEE: CITY OF CLINTON Bomb Squad  
PROGRAM NAME: Fiscal Year 08 ODP Homeland Security Grant Program  
GRANT PERIOD: 01/12/2012 to 02/12/2012  
AWARD AMOUNT: \$9,417.00

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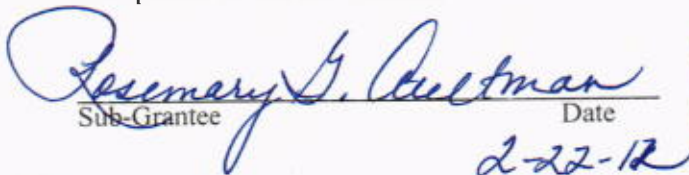
Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at [www.dhs.gov](http://www.dhs.gov). These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

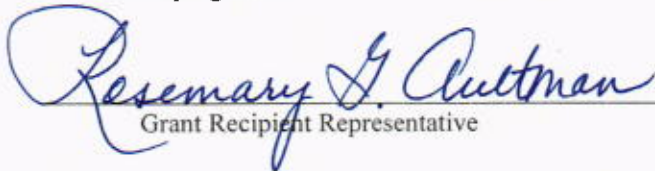
Acceptance for the Sub-Grantee:

  
Sub-Grantee Date 2-22-12

  
J.W. Ledbetter Date  
Director

### GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

  
Grant Recipient Representative

  
Date

**Article IX. Execution**

**IN WITNESS WHEREOF**, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

**ATTEST:**  
Clerk



**SUBGRANTEE: CITY OF CLINTON**

By: \_\_\_\_\_

*Rumitha Wall*

By: \_\_\_\_\_

*Rosemary J. Auctman*

Title: \_\_\_\_\_

Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

*Kenneth R. Duh*

City Attorney

Date: \_\_\_\_\_

*2.22.12*

**DUNS Number: 969956366**

**GRANTEE: STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY**

By: \_\_\_\_\_

Commissioner

Date: \_\_\_\_\_

RECEIVED

JAN 04 2012

DPS-MS OFFICE OF  
HOMELAND SECURITY

Patroller\_Sales\_Agreement

Quote is valid for 30 days

The Customer identified below ("Customer") submits this Segway Inc. Sales Agreement to Segway Inc., a Delaware corporation of 14 Technology Drive, Bedford, NH 03110 USA ("Segway Inc."). This Sales Agreement is valid only if the Segway Personal Transporters, Accessories, and Services - Terms and Conditions of Sale are attached hereto. Customer hereby offers and agrees to purchase from Segway Inc. the products and services described below on the terms stated in this Sales Agreement and the Terms and Conditions of Sale attached below. If Segway Inc. accepts this offer, an agreement shall exist between Customer and Segway Inc. on the terms stated herein. Please fax the Sales Agreement and signed Terms and Conditions of Sale to 1-803-222-8601.

|                     |                                           |
|---------------------|-------------------------------------------|
| Customer Name       | Clinton MS Police Dept.                   |
| Contact Name        | Todd Peterson                             |
| Contact Title       | Sgt.                                      |
| Contact e-mail      |                                           |
| Contact Phone       | 801-261-2179 cell / 501-424-8632 - office |
| Submitted Date      | 18-Nov-11                                 |
| Requested Ship Date | Ship within 45 days                       |
| Bill to Address     | 324 Monroe<br>Clinton, MS 39056           |
| Ship to Address     | 1448 Horseshoe Dr<br>Clinton, MS 39056    |
| Quote #             | 532-112911                                |
| Dealer of Record    | Segway of Nashville                       |
| Payment Method      | PO / Wire Transfer / Credit Card / Check  |

| Order Summary       |    |          |  |
|---------------------|----|----------|--|
| PT's                | \$ | 7,810.00 |  |
| PT Shipping         | \$ | 120.00   |  |
| Parts & Accessories | \$ | 834.13   |  |
| Accessory Shipping  | \$ | 62.56    |  |
| Tax                 | \$ | -        |  |
| Order Total         | \$ | 8,826.71 |  |

STEP 1 - Select Models

Segway PT X2 Patrol Models

| Model       | Color | Quantity | Price       | Total       |
|-------------|-------|----------|-------------|-------------|
| 20145-00008 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00008 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00008 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00008 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |

Segway PT X2 Patrol Models

| Model       | Color | Quantity | Price       | Total       |
|-------------|-------|----------|-------------|-------------|
| 20145-00007 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00007 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00007 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00007 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |

Segway PT X2 Patrol Models

| Model       | Color | Quantity | Price       | Total       |
|-------------|-------|----------|-------------|-------------|
| 20145-00009 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00009 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00009 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |
| 20145-00009 | White | 1        | \$ 7,810.00 | \$ 7,810.00 |

Segway PT Patrol Upgrade Kits

| Model       | Color | Quantity | Price     | Total     |
|-------------|-------|----------|-----------|-----------|
| 22194-00001 | White | 1        | \$ 834.13 | \$ 834.13 |
| 22194-00001 | White | 1        | \$ 834.13 | \$ 834.13 |
| 22194-00001 | White | 1        | \$ 834.13 | \$ 834.13 |
| 22194-00001 | White | 1        | \$ 834.13 | \$ 834.13 |

STEP 2 - Select Language Labels

Individual Language Labels (select One per Patrol Model Ordered)

| Language                | Quantity | Price     | Total |
|-------------------------|----------|-----------|-------|
| Police - English/French | 1        | NO CHARGE |       |
| Police - Spanish        | 1        | NO CHARGE |       |
| Police - Italian        | 1        | NO CHARGE |       |
| Police - German         | 1        | NO CHARGE |       |
| Security - English      | 1        | NO CHARGE |       |

Comments or Special Instructions

Volume discounts start at 6 units.  
Order shipped to local dealer for assembly and test prior to delivery.

Gen 2 Parts and Accessories

| Category  | Subcategory   | Part #      | Name                                  | Price    | Order Qty | Line Total |
|-----------|---------------|-------------|---------------------------------------|----------|-----------|------------|
| Accessory | Cargo         | 20413-00001 | 32 Low Cargo Frame Kit (2)            | \$174.85 | 1         | \$ 174.85  |
| Accessory | Cargo         | 20413-00001 | Universal Cargo Rack Kit (2)          | \$174.85 | 1         | \$ 174.85  |
| Accessory | Cargo         | 20418-00001 | Segway Hard Side Case & Structure (2) | \$325.00 | 1         | \$ 325.00  |
| Accessory | Lock          | 20401-00001 | Segway Lock Kit                       | \$51.45  | 1         | \$ 51.45   |
| Accessory | Parking Stand | 22309-00002 | Segway Modular Parking Stand Kit - x2 | \$65.85  | 1         | \$ 65.85   |

|                           |             |
|---------------------------|-------------|
| Customer Signature: _____ | Date: _____ |
|---------------------------|-------------|

Hitch & Tow Barz - \$590.00

8826.71  
590.00

\$9416.71



# City Of Clinton 2008 Homeland Security Grant Funding

## City of Clinton: Law Enforcement Bomb Squad

| Equipment<br>Category             | Item                          | Qty | Total Cost | Items to<br>Discipline | Allocation to<br>each<br>Discipline |
|-----------------------------------|-------------------------------|-----|------------|------------------------|-------------------------------------|
| Explosive Mitigation<br>Equipment | Segway 2/wheel<br>transporter | 1   | \$9,417.00 | 1LE                    | \$9,417.00                          |
| Total                             |                               | 1   | \$9,417.00 | 1LE                    | \$9,417.00                          |

## **CITY OF CLINTON**

### **MISSISSIPPI HOMELAND SECURITY TERRORISM PREVENTION PROGRAM, for Certified Bomb Squads Homeland Security Grant Program, Grant NO: 08LE147BS**

#### **Scope of Work**

##### **Project**

The City of Clinton intends to utilize the Law Enforcement Terrorism Prevention Program Grant for Fiscal Year 2008 to enhance our terrorism response capabilities. We intend to do this by purchasing new equipment to augment equipment and training, which we have already purchased and equipment and training we intend to purchase with future funds.

##### **Goal**

Reduce the City of Clinton's vulnerability to terrorism through preparedness and protective efforts.

Prepare and train the City of Clinton's Bomb Squad for Statewide response to incidents related to terrorism and questionable devices as related to explosives.

##### **Objectives**

Improve the City of Clinton's response capabilities by purchasing needed equipment to effectively respond to and mitigate a terrorist event.

##### **Special Note**

The City of Clinton as of September 2004 has a Certified EOD Team in place for statewide response as needed.

*From the Desk of*  
**THAD HARPER**



Thad Harper  
106 Murial St.  
Clinton, MS 39056  
January 31, 2012

City of Clinton Parks and Recreation Department  
200 Soccer Row  
Clinton, MS 39056

To Whom It May Concern:

Please allow this letter to serve as official notification of my intent to donate 8 eight (8) youth basketballs to the Challenger League of Clinton Parks and Recreation. The approximate value for this donation is \$65.00. I have/will not receive any money from the City of Clinton or any of its employees for this donation. Thank you for offering this wonderful opportunity for the mentally challenged of our city.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thad Harper', is written over the 'Sincerely,' line. The signature is fluid and stylized.

Thad Harper

A small, handwritten mark or initials in blue ink, possibly 'JH', is located to the right of the signature line.

MS-17025

TV5 LLC  
4091 Viscount Ave.  
Memphis, TN 38118  
(901) 794-9494

January 23, 2012

City of Clinton  
PO Box 156  
Clinton, MS 39060

It is with great pleasure that TV5 LLC announces the sale of certain tower assets to Global Tower Partners ("GTP").

We would like to take this opportunity to thank you for the professional relationship we have formed and want to introduce GTP, based in Boca Raton, FL as the largest privately-owned tower operator in the U.S. and the fourth largest independent owner and operator of towers in the U.S. GTP currently owns, operates or manages over 4,000 towers and 9,200 rooftops. GTP owns many towers in the Southeast in Louisiana, Alabama and Mississippi and we believe makes an ideal purchaser of our Towers. GTP leases space on towers and rooftops to telecommunications carriers and other users of wireless technology.

Attached is an estoppel certificate ("Agreement Regarding Ground Lease") required by GTP to consummate the sale. Please execute and send to GTP's attention at:

Global Tower, LLC  
750 Park of Commerce Blvd.  
Boca Raton, FL 33487  
Attn: Maya Levine

If you have any questions or concerns on this estoppel, please contact Jay Lindy at (901) 794-9494 ext. 121.

We are confident you will find this transition goes smoothly and causes very little disruption and GTP will make a great tenant on your property.

Sincerely,



William Orgel, President

**When Recorded Return To:**

Fidelity National Title Insurance Corp.\CLSS  
7130 Glen Forest Drive, Suite 300  
Richmond, VA 23226

**Prepared By:**

GTP Structures IV, LLC  
750 Park of Commerce Blvd., Suite 300  
Boca Raton, FL 33487

**AGREEMENT REGARDING GROUND LEASE**

THIS AGREEMENT REGARDING GROUND LEASE (this "**Agreement**") is made as of February 21, 2012, between the party identified as "Landlord" on the signature page hereof ("**Landlord**") and Global Tower, LLC, through one of its affiliates, subsidiaries and/or assigns (such entity, "**Global Tower**").

**RECITALS:**

- A. Landlord and Tower Ventures V, LLC, a Delaware limited liability company ("**Existing Tenant**") are parties to a certain Lease dated January 17, 2007, (the "**Lease**"), covering certain real property more particularly described on Exhibit A attached hereto (the "**Property**");
- B. Pursuant to an Asset Purchase Agreement dated as of December 12, 2011, by and between the Existing Tenant and Global Tower, or one of its subsidiaries, affiliates or assigns, Global Tower has acquired or intends to acquire the Existing Tenant's interest in the Lease, and Global Tower requests that Landlord consent to (if required) and acknowledge the acquisition by the Global Tower of the Existing Tenant's interest in the Lease;
- C. Global Tower (or an affiliate of Global Tower) is issuing notes (the "**Note**") pursuant to an Indenture by and among Toronto Dominion (Texas) LLC, as administrative agent (together with its successors and assigns, the "Administrative Agent") and various lenders from time to time party thereto ("collectively, the "Lenders"), secured by a mortgage or other security instrument encumbering all of Global Tower Tenant's interest in the Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto hereby agrees as follows:

1. Landlord Consent. To the extent any such consent is required by the Lease, Landlord hereby consents to the acquisition by Global Tower, directly or indirectly, of Existing Tenant's interest in the Lease.

2. Estoppel Certificate. Landlord certifies to Global Tower (and Leasehold Lender, as defined below, which Leasehold Lender may rely on such statements) that the following statements are true as of the date hereof:

(a) Existing Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto is annexed as Exhibit B) and the Lease is in full force and effect and contains the entire agreement between Landlord and the Existing Tenant with respect to the Property.

(b) No default exists under the Lease on the part of Existing Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Existing Tenant under the Lease.

(c) The Existing Tenant may use the tower and related improvements located on the Property for the subleasing / sublicensing of space for the collocation of communications equipment.

3. Agreement with Respect to the Lease. Following the consummation of the acquisition of the Lease by Global Tower:

(a) The Administrative Agent and any other administrative agent or any Lender (each a "**Leasehold Lender**") under any note or loan secured by a mortgage (or deed of trust) lien on Global Tower's (or any successor to Global Tower by foreclosure or otherwise) interest in the Lease (each, as amended or modified from time to time, a "Leasehold Mortgage") shall have all of the rights of Global Tower under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and to assign the Lease as permitted in the Lease.

*KW* (b) ~~Landlord shall deliver to the Leasehold Lender (at the address specified herein, or at such other address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Global Tower under the Lease. No default notice from Landlord to Global Tower shall be deemed effective as against Leasehold Lender unless received by Leasehold Lender.~~

(c) If Global Tower defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, and then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Property and to cure such default.

(d) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Leasehold Lender.

**GLOBAL TOWER SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s), has duly executed, acknowledged and delivered this instrument as its true act and deed.

|  |                                                                                                                                           |
|--|-------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p><b>GTP Structures IV, LLC</b><br/>a Delaware limited liability company</p> <p>By: _____<br/>Name: Shawn Ruben<br/>Title: Secretary</p> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------|

STATE OF FLORIDA:

COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by Shawn Ruben as Secretary of GTP Structures IV, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name: \_\_\_\_\_

My commission Expires:

EXHIBIT A  
Property Description

**CLINTON TOWER SITE MS0901**  
**LEGAL DESCRIPTIONS:**

Tower Ventures V, LLC Lease Area described as follows:  
Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 for a point of beginning; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar (set); thence run South 84 degrees 17 minutes 22 seconds East for a distance of 100.50 ft. to a ½ inch rebar; thence run SOUTH for a distance of 40.00 ft. to a ½ inch rebar; thence run WEST for a distance of 100.00 ft. to the point of beginning.

All lying and being in the Northeast Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 4500.00 square feet, 0.103 acres.

17 minutes 22 seconds East for a distance of 86.42 ft.; thence run South 05 degrees 42 minutes 38 seconds West for a distance of 30.00 ft. to a sip; thence run North 84 degrees 17 minutes 22 seconds West for a distance of 100.50 ft. to the point of beginning.

Lying and being part in the Northeast and part in the Northwest Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

GTP Site ID: US-MS-5148  
GTP Site Name: South Clinton

EXHIBIT B  
Lease

AWW

~~(e) If the Lease is terminated for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.~~

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit B annexed hereto and made a part hereof.

5. Notices. All notices sent to Leasehold Lender shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address (or at such other address notified in writing by Leasehold Lender to Landlord):

Toronto Dominion (Texas) LLC  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Att: Admin Agent

Attention: GTP Deal Manager  
Fax: (416) 590-4336

AWW

~~6. Miscellaneous.~~

- ~~(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.~~
- ~~(b) This Agreement shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Global Tower and Leasehold Lender.~~
- ~~(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, Global Tower and the Leasehold Lender. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.~~

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

**LANDLORD SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned, by its member, pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

|  |                                                                                                                            |
|--|----------------------------------------------------------------------------------------------------------------------------|
|  | <p>a(n) _____</p> <p>By: <u>Rosemary G. Aultman</u></p> <p>Name: <u>Rosemary G. Aultman</u></p> <p>Title: <u>Mayor</u></p> |
|--|----------------------------------------------------------------------------------------------------------------------------|

STATE OF:

COUNTY OF:

On the 22 day of February, in the year 2014, before me, the undersigned, personally appeared Rosemary G. Aultman, Mayor, of City of Clinton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument and that such individual(s) made such appearance before the undersigned in the State of MS, County of Hinds.

Jackie K. Barnett  
Notary Public  
Print Name: Jackie K. Barnett  
My Commission Expires \_\_\_\_\_



STATE OF Mississippi  
COUNTY OF Hinds

GROUND LEASE

2007 BE IT KNOWN AND REMEMBERED that effective this 17<sup>th</sup> day of January  
the following contract of lease is hereby entered by and between the following  
parties:

LESSOR:

CITY OF CLINTON, a Mississippi Municipal Corporation, herein represented by  
Rosemary Aultman, its duly authorized Mayor, whose mailing address is P.O. Box 156,  
Clinton, Mississippi 39060, (hereinafter referred to as "Lessor").

And

LESSEE:

Tower Ventures V, LLC, a limited liability company herein represented by William  
Orgel, its duly authorized chief manager, whose mailing address is 4091 Viscount Avenue,  
Memphis, Tennessee 38118, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon,  
use and occupy for the sole purpose and on the conditions herein set forth, a certain parcel of  
land located in Clinton, Hinds County, Mississippi as described on Exhibit "A" together with  
an easement for ingress, egress and utilities, as more fully described on Exhibit "B".

2.

TERM. The primary term of this agreement shall be for five (5) years commencing  
on the date construction begins. The parties will confirm this date by letter agreement. Rent  
as set out below will be due on the date construction begins (the "Commencement Date") and  
annually on the anniversary of the date thereafter. Construction must begin within 180 days  
of the date of execution of this lease or the lease shall be deemed terminated, all rights and  
privileges granted under this lease shall be deemed completely surrendered, and Lessee shall  
have no further obligations hereunder.

OPTIONS TO RENEW. Lessee shall have the option to renew and extend the  
primary term of this Lease as set out below. Each such option period shall be deemed  
exercised by the Lessee unless the Lessee notifies the Lessor in writing not less than ninety  
(90) days prior to the expiration of the term then in effect, or the expiration of a renewal or  
extension period thereof then in effect, that Lessee does not wish to exercise this option.

Options 2 through 5 shall be at a rental as set forth in Section 3 Lessor shall have the right to cancel the lease prior to year 11, year 16, year 21 by giving 90 days notice.

3.

RENT. Lessee shall pay rental under this Lease on the Commencement Date and annually on the anniversary of the Commencement Date during the Term, and any Option Period, if exercised, as follows:

|                               |                                                      |
|-------------------------------|------------------------------------------------------|
| Primary (5 yrs.)              | \$ 12,000 for year 1 plus a 3% increase each year    |
| 1 <sup>st</sup> Option 5 yrs. | \$ 13,911 for year 1 plus a 3% increase each year    |
| 2 <sup>nd</sup> Option 5 yrs. | \$ 16,127 for year 1 plus a 3% increase each year    |
| 3 <sup>rd</sup> Option 5 yrs. | \$ 18,695 for year 1 plus a 3% increase each year    |
| 4 <sup>th</sup> Option 5 yrs. | \$ 21,673.33 for year 1 plus a 3% increase each year |
| 5 <sup>th</sup> Option 5 yrs. | \$ 25,125.34 for year 1 plus a 3% increase each year |

4.

LAWS AND REGULATIONS. Lessee agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of its business on the Leased Premises. Lessee further covenants and agrees to keep all improvements situated on the Leased Premises and facilities in compliance with all rules and regulations of the city, county, state, and the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") as well as their successor organizations.

Should the FCC or the FAA terminate Lessee's right to operate its facilities then Lessee shall have the option to cancel this Lease after giving 30 days notice to Lessor with no further obligation to make any further lease payments to Lessor.

Lessee further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property which would create a hazard or nuisance to the surrounding area.

Lessee agrees that it will maintain its cellular telephone facilities as its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and FAA, and their successors, and in the event that Lessee fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease upon 30 days written notice.

5.

USE OF THE PREMISES. Lessee, its employees or agents, shall have the right to use the Leased Premises only for the purpose expressed herein and shall not have the right to permit others, either directly or indirectly to use the Leased Premises for any other purpose without having obtained the prior written consent of Lessor.

Lessee shall use the Leased Premises for a communications tower ("Intended Use"). Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises a communications tower and related communication equipment and facilities, together with such other equipment and facilities as may be necessary or convenient to Lessee's Intended Use of the Leased Premises. Lessee's improvements are shown on Exhibit "C". Only the improvements shown on Exhibit "C" will be located at the Leased Premises, without the prior written consent of the Lessor.

Lessee understands that the Premises are rented without any utilities including, but not limited to, water, electricity, sewage, drainage and telephone services, however, Lessee may install such utilities, as it desires at its sole expense subject to prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

Lessor agrees that Lessee may maintain a generator on the site to provide emergency power to operate equipment on the site. Lessee may also replace, upgrade and add to its onsite equipment provided Lessee notifies Lessor of these equipment changes and such changes do not interfere with the rights of adjacent property owners.

Lessor agrees that Lessor shall not construct any communications tower, or otherwise allow any communication tower to be constructed, on lands of Lessor adjacent and contiguous to the Leased Property or lands of Lessor adjacent and contiguous to the property of which the Leased Property is a part that interfere with Lessee's Intended Use.

6.

LIGHTING. Lessee shall provide and use lighting on its facilities which is approved by the Federal Aviation Administration and as may be changed and approved by the Federal Aviation Administration from time to time during the Lease. Lessee further agrees to insure that the cellular telephone facilities aviation obstruction marking and lighting equipment, if required, complies with the obstruction lighting and marking requirements designated by the FCC on Lessee's radio license and the compliance with such requirement shall be in the manner prescribed by the FCC rules and policies.

7.

INTERFERENCE. Lessee's cellular antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If, in the opinion of Lessor, the operation of Lessee's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of additional equipment such as filters, isolation traps, etc. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then Lessee's obligation to pay future rental payments shall cease and this Lease shall be terminated.

**LIENS.** Lessee shall keep all of the Leased Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics and material men's liens for or arising out of or in connection with work or labor done on the Leased Premises at the request of Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims for labor or materials on which any such lien may or could be based, and to indemnify Lessor and all of the Leased Premises and all improvements thereon against all such liens and claims of liens, suits or other proceedings caused by Lessee. If Lessee desires to contest any such lien it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (or other evidence of financial responsibility acceptable to Lessor) against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until twenty (20) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting there from.

11.

**DEFAULT.** In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to (a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its right to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

**PARTIES.** This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns. Lessee has the right to sublease to users of the communications tower the Leased Property and its rights herein, in whole or in part, without the Lessor's consent. Lessee may assign its lease to an affiliate or merger successor or any legal entity with a minimum \$20,000,000 net worth.

13.

**INDEMNIFICATION AND HOLD HARMLESS.** Lessee shall indemnify and hold Lessor harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising or alleged to arise from the negligent acts or omissions or willful misconduct of Lessee or Lessee's agents, employees, licensees, invitees or contractors occurring in or about the Leased Premises. In no event shall the liability of Lessee or Lessor under this agreement include damages for lost profits, consequential or punitive damages. This paragraph shall survive expiration or termination of this Agreement.

14.

**DAMAGE OR DESTRUCTION CAUSED BY THIRD PARTIES.** Lessor shall not be liable to Lessee for damages arising from interference, discontinuance or interruption of Lessee's operations on the Leased Premises under this Lease, which are due to acts of God or circumstances beyond Lessor's control or, the acts of other Lessees who have entered into a written lease with Lessor prior to this Lease. "Circumstances beyond its control" shall include but shall not be limited to interference whether electrical, radiation or physical.

15.

**REMOVAL OF IMPROVEMENTS.** Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have thirty (30) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of weather, public disorder or natural disaster, Lessor shall grant such additional times as shall be reasonable under the circumstances. After the aforementioned period all improvements not removed by Lessee shall become the property of Lessor. Cost of removal of improvements shall be borne by Lessee.

16.

**WAIVER.** No waiver by Lessor or failure by it to require strict and punctual performance by Lessee of any of the terms, conditions, provisions or obligations of the Lease, or any other forbearance, sufferance of indulgence, however long continued or under whatsoever conditions, shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of Lessee's obligations hereunder.

17.

**INSURANCE.** The Lessee shall, at its cost and expense, take out and maintain during the term of the Lease, not less than the following insurance coverage: Comprehensive General Liability Insurance against claims for bodily injury, including personal injury and accidental death; as well as from claims for injury or destruction of property. The policy shall be written to include the Lessor as an additional named insured. Not less than the following limit shall be provided; bodily injury liability, including death at \$1,000,000.00 each occurrence; property damage liability \$1,000,000.00 each occurrence, \$1,000,000.00 each accident. The policy shall be written by a reputable company approved by Lessor and shall provide a thirty (30) day written notice of cancellation or change in coverage to Lessor. All policies shall include a waiver of subrogation against Lessor and include coverage for contractual liability to specifically include the hold harmless and indemnification provisions under paragraph 13 of this Lease. Lessee shall furnish certificates of insurance or other evidence satisfactory to Lessor of compliance by Lessee with the provisions hereof at the execution of this Lease.

The insurance coverage limits set out above shall be subject to increase prior to the beginning of each option period of this Lease provided that Lessor has requested such increase by notice to Lessee at least thirty (30) days prior to such date. Upon such request the parties shall attempt to agree for such option period on reasonable and adequate limits for the nature of the risk.

18.

**SEVERABILITY.** Each Paragraph of this Lease Agreement is severable from all other Paragraphs. In the event any court of competent jurisdiction determines that any Paragraph or subparagraph is invalid or unenforceable for any reason, all remaining Paragraphs will remain in full force and effect.

19.

**INTERPRETATION.** This Lease shall be interpreted according to and enforced under the laws of the State of Mississippi.

20.

**ENTIRE AGREEMENT.** This Lease Agreement contains the entire Agreement of both parties hereto, and no other oral or prior written agreement shall be binding on the parties hereto. This Lease supersedes all prior agreements, contracts and misunderstandings of any kind between the parties relating to the subject matter hereof.

21.

**INTEREST ON ARREARS.** Lessee shall pay to Lessor on demand interest at the rate of 10% per annum on the amount of any payment not made when due hereunder from the date due here of until payment is received by Lessor.

22.

**NOTICES.** All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when deposited in the United States mail, certified mail, postage prepaid or reliable overnight carrier addressed as follows:

LESSOR:                      City of Clinton  
                                    P.O. Box 156  
                                    Clinton, MS 39060  
                                    Attention: Mayor

8.

**SPECIAL PROVISIONS.**

Lessee shall provide to Lessor:

- (1) Completed copy of FAA form 7460 or study number, if applicable.
- (2) Copies of current cellular FCC license on the site.
- (3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.
- (4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review.
- (5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.
- (6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
  - (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;
  - (b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or
  - (c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.

9.

**TAXES.** Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises.

10.

LESSEE: TOWER VENTURE V, LLC  
4091 Viscount Ave.  
Memphis, TN 38118  
Attention: William Orgel

23.

ORDINANCES. Lessor and Lessee agree that the Wireless Communications Ordinance of the City of Clinton as adopted on September 9, 1999, shall be considered a part of this Lease Agreement. A copy of said Ordinance is attached as Exhibit "E". Lessee may sublet to other entities under the provisions of this Ordinance.

24.

Lessor and Lessee agree that either party may record a memorandum of lease in the land records of Hinds County, Mississippi, at its own expense.

25.

A short-form memorandum of this Lease Agreement may be recorded at Lessor or Lessee's option.

26.

Estoppel Agreement. Within fifteen (15) days after a request by Lessor or Lessee, as the case may be, Lessor or Lessee shall execute and deliver to the other an estoppel statement in such reasonable form as the other may request. The Estoppel Agreement shall include representations (i) that this Lease is in full force and effect, (ii) that there are no uncured defaults in the other party's performance hereunder, and/or (iii) that not more than one (1) annual installment of the rental has been paid in advance.

In Testimony Whereof, Lessor has executed this act in Clinton, Hinds County, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the 17 day of January, 2007.

LESSOR:

CITY OF CLINTON

By: Rosemary G. Aultman  
Mayor

Attest:

Carol Wanner, Deputy  
City Clerk

#### ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of January, 2007, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

Beth Anne Lunceford  
NOTARY PUBLIC  
SAID COUNTY AND STATE

In Testimony Whereof, Lessee has executed this act in \_\_\_\_\_, \_\_\_\_\_, in the presence of the undersigned Notary Public and attesting witnesses on the 17th day of January, 2007.



Exhibit "A"  
(Legal Description of Lease Parcel)

CLINTON TOWER SITE MS0901  
LEGAL DESCRIPTIONS:

Tower Ventures V, LLC Lease Area described as follows:  
Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 for a point of beginning; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar (set); thence run South 84 degrees 17 minutes 22 seconds East for a distance of 100.50 ft. to a ½ inch rebar; thence run SOUTH for a distance of 40.00 ft. to a ½ inch rebar; thence run WEST for a distance of 100.00 ft. to the point of beginning.

All lying and being in the Northeast Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 4500.00 square feet, 0.103 acres.

17 minutes 22 seconds East for a distance of 86.42 ft.; thence run South 05 degrees 42 minutes 38 seconds West for a distance of 30.00 ft. to a sip; thence run North 84 degrees 17 minutes 22 seconds West for a distance of 100.50 ft. to the point of beginning.

Lying and being part in the Northeast and part in the Northwest Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

Exhibit "B"  
(Legal Description of Easement)

CLINTON TOWER SITE MS0901  
LEGAL DESCRIPTIONS:

30 ft. Easement for Utilities, Ingress and Egress described as follows:  
Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar for a point of beginning; thence run North 33 degrees 59 minutes 38 seconds West for a distance of 74.95 ft.; thence run North 04 degrees 50 minutes 39 seconds West for a distance of 112.69 ft.; thence run North 00 degrees 37 minutes 02 seconds East for a distance of 447.54 ft.; thence run North 13 degrees 16 minutes 42 seconds East for a distance of 65.87 ft.; thence run North 35 degrees 05 minutes 00 seconds East for a distance of 69.93 ft.; thence run North 05 degrees 35 minutes 42 seconds East for a distance of 111.36 ft.; thence run North 89 degrees 33 minutes 57 seconds West for a distance of 289.33 ft.; thence run South 87 degrees 36 minutes 10 seconds West for a distance of 461.95 ft.; thence run South 85 degrees 45 minutes 27 seconds West for a distance of 237.48 ft.; thence run North 89 degrees 04 minutes 51 seconds West for a distance of 432.07 ft. to the east edge of Springridge Road; thence run North 02 degrees 20 minutes 12 seconds East for a distance of 30.00 ft.; thence run South 89 degrees 04 minutes 50 seconds East for a distance of 429.66 ft.; thence run North 85 degrees 45 minutes 46 seconds East for a distance of 236.88 ft.; thence run North 87 degrees 36 minutes 12 seconds East for a distance of 463.40 ft.; thence run South 89 degrees 33 minutes 57 seconds East for a distance of 322.73 ft.; thence run South 05 degrees 35 minutes 42 seconds West for a distance of 152.08 ft.; thence run South 35 degrees 05 minutes 00 seconds West for a distance of 72.05 ft.; thence run South 13 degrees 16 minutes 42 seconds West for a distance of 56.61 ft.; thence run South 00 degrees 37 minutes 09 seconds West for a distance of 443.11 ft.; thence run South 04 degrees 50 minutes 39 seconds East for a distance of 103.28 ft.; thence run South 33 degrees 59 minutes 38 seconds East for a distance of 53.06 ft.; thence run South 84 degrees 17 minutes 22 seconds East for a distance of 86.42 ft.; thence run South 05 degrees 42 minutes 38 seconds West for a distance of 30.00 ft. to a sip; thence run North 84 degrees 17 minutes 22 seconds West for a distance of 100.50 ft. to the point of beginning.

Lying and being part in the Northeast and part in the Northwest Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

Exhibit "C"  
(Complete Site and Equipment Plan)

WITNESSES:

Karl Davis  
Chapel

LESSEE:

Tower Ventures V, LLC

By: W. Orgel

Title: Chief Manager

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

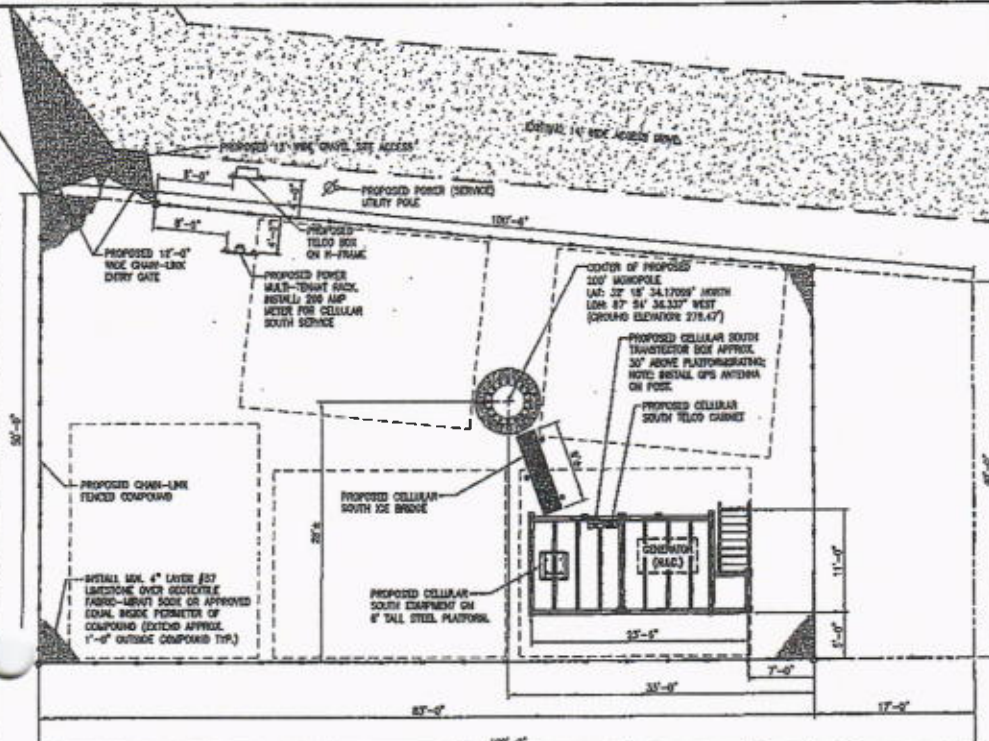
Personally appeared before me, the undersigned authority in and for the said county and state, on this 29<sup>th</sup> day of December, 2006, within my jurisdiction, the within named William Orgel, who acknowledged that he is chief manager of Tower Ventures V, LLC, a Limited Liability Company, and that for and on behalf of Tower Ventures V, LLC, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by Tower Ventures V, LLC so to do.

My Commission Expires Sept 18, 2009

Patricia Ann Blackwell  
NOTARY PUBLIC  
SAID COUNTY AND STATE



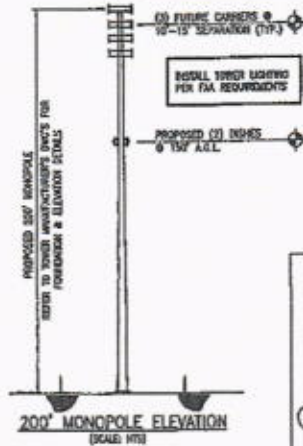
(Complete Site and Equipment Plan)



DETAILED SITE LAYOUT  
(SCALE: 1" = 10'-0")

- NOTES:

1. BOUNDARY AND PROPOSED SITE FEATURES ARE BASED ON FIELD MEASUREMENTS. CONTRACTOR SHALL MANFULLY NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND THE DRAWING.
2. CONTRACTOR SHALL FURNISH ALL MATERIALS FOR 100 AMP SERVICE.
3. GUARDING OF ADJACENT ROADS, CREEK AND EQUIPMENT SHALL BE IN ACCORDANCE WITH CALIFORNIA SAFETY SPECIFICATIONS.
4. ANY MATERIALS STORAG ON SITE SHALL BE STORED IN CLOSED OR COVERED CONTAINERS AND ALL EXCESS WASTE MATERIALS WILL BE PROPERLY DISPOSSED OF.
5. ALL IMPROVEME TO BE SURFLESS STEEL, NO PLATED METAL, NO REINFORC
6. NO OUTCROPS SHALL BE INSTALLED.
7. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTION & MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADS, AND WATERWAYS.
8. CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING SITE FREE OF DRAINAGE PROBLEMS.
9. CONTRACTOR AND/OR DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING A PROPER TRAFFIC CONTROL PLAN FOR PUBLIC SAFETY ADJACENT TO CONSTRUCTION SITE. THE TRAFFIC CONTROL PLAN MAY BE IN ACCORDANCE WITH LATEST CALIFORNIA CODE.
10. ALL UTILITIES WITHIN ROWWAY SHALL BE SHIELDED WITH STONE.



|      |           |    |         |      |                                                                                     |                                                                                                                                                          |                                                                          |                                                                                                                                                                                                                                                               |                                               |                                                           |
|------|-----------|----|---------|------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------|
| ITEM | REVISIONS | BY | CHK. BY | DATE | <b>Tower Ventures V, LLC.</b><br>401 PINEHURST AVENUE, JEFFERSON, MISSISSIPPI 39201 | <br>12000 PINEHURST AVENUE, SUITE 100<br>JEFFERSON, MISSISSIPPI 39201 | DRAWN BY: <b>C.E. PERSONS</b><br>DATE: <b>11/01/06</b>                   |  <b>HARDY ENGINEERING, INC.</b><br>ENGINEERING AND CONSULTING<br>280 LEXINGTON STREET, P.O. BOX 700<br>TOWNEVILLE, AL 36688<br>PHONE: (205) 655-1477 FAX: (205) 881-9007 | SHEET NO. <b>11</b><br>TOTAL SHEETS <b>11</b> | PROJECT NO. <b>060001</b><br>DRAWING NO. <b>060001-C1</b> |
|      |           |    |         |      |                                                                                     |                                                                                                                                                          | <b>TOWER VENTURES V, LLC. / CELLULAR SOUTH</b><br>JEFFERSON, MISSISSIPPI | PROJECT NO. <b>060001</b><br>DRAWING NO. <b>060001-C1</b>                                                                                                                                                                                                     | SHEET NO. <b>11</b><br>TOTAL SHEETS <b>11</b> | PROJECT NO. <b>060001</b><br>DRAWING NO. <b>060001-C1</b> |

This Instrument Prepared By And After Recording, Return to:

Jay H. Lindy

Burch, Porter & Johnson, PLLC

130 North Court Ave.

Memphis, TN 38103

## MEMORANDUM OF LEASE

1084041

LEASE AGREEMENT, dated January 17, 2007 by and between City of Clinton (the "Lessor") and Tower Ventures V, LLC, a Tennessee limited liability company, ("Lessee") covering that certain premises located in the County of Shelby, State of Tennessee (the "Premises"), which tower site is more particularly described on Exhibit "A", attached hereto and made a part hereof by reference.

## AGREEMENT

1. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessor leases the Premises, together with all easements, rights, improvements and appurtenances thereto, to Lessee and Lessee leases the Premises from Lessor for the Terms and subject to the conditions contained in the unrecorded Land Lease Agreement dated January 17, 2007 between Lessor and Lessee (the "Lease").

2. The terms, provisions, covenants, conditions and agreements set forth in the Lease are incorporated herein as if fully set forth.

3. Lessee has the exclusive right to operate a communications tower on the Premises.

4. The Initial Term of the Lease is to commence February 27, 2007 and shall continue for a period of five (5) years. Lessee has the right to extend the Initial Term of the Lease by exercising five (5) options of five (5) years each.

5. This Agreement is executed for recording purposes only and is not intended to be a summary of the Lease, and is subject to the terms of that the Lease. In the event of conflict between this Agreement and the Lease, the Lease shall control.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

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

## LESSEE:

Tower Ventures V, LLC  
4091 Viscount Avenue  
Memphis, TN 38118

By: \_\_\_\_\_

William Orgel

Its: Chief Manager

## Lessor:

City of Clinton  
P.O. Box 156  
Clinton, MS 39060

By: \_\_\_\_\_

Rosemary G. Aultman

Its: Mayor

Attest:

Rosemary G. Aultman  
City Clerk



**Acknowledgement by Limited Liability Company:**

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of Tower Ventures V, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 26<sup>th</sup> day of April, 2007.

*Patricia Ann Blackwell*  
Notary Public

My Commission Expires: My Commission Expires Sept 18, 2009

**Acknowledgement by Municipal Corporation:**

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Rosemary Aultman, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Mayor of the City of Clinton, and that she executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by herself as such officer and individually.

Witness my hand, at office, this 1 day of May, 2007.

*Gerldine Sledge*  
Notary Public

My Commission Expires: April 10, 2010

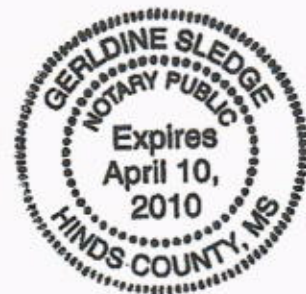


EXHIBIT "A"  
(Legal Description of Lease Parcel)

CLINTON TOWER SITE MS0901  
LEGAL DESCRIPTIONS:

Tower Ventures V, LLC Lease Area described as follows:  
Commencing at an old fence corner post that is the apparent Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 5 South, Range 1 West, Hinds County, Mississippi, at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 and run thence North for 81.78 ft.; thence run East for 67.13 ft. to a ½ inch rebar (set) at State Plane Coordinate, Mississippi West Zone, Nad83 of North 1,021,761.95 and East 2,300,147.80 for a point of beginning; thence run NORTH for a distance of 50.00 ft. to a ½ inch rebar (set); thence run South 84 degrees 17 minutes 22 seconds East for a distance of 100.50 ft. to a ½ inch rebar; thence run SOUTH for a distance of 40.00 ft. to a ½ inch rebar; thence run WEST for a distance of 100.00 ft. to the point of beginning.

All lying and being in the Northeast Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 4500.00 square feet, 0.103 acres.

EXHIBIT "B"  
(Legal Description of Lease Easement)

CLINTON TOWER SITE MS0901  
LEGAL DESCRIPTIONS:

30 ft. Easement for Utilities, Ingress and Egress described as follows:  
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Lying and being part in the Northeast and part in the Northwest Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

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Lying and being part in the Northeast and part in the Northwest Quarter of Section 5, Township 5 South, Range 1 West, City of Clinton, Hinds County, Mississippi, and contains 72349.61 square feet, 1.661 acres.

NE-NW  
5-5-1W

STATE OF MS  
COUNTY OF HINDS  
FILED - RECORDED  
1ST DISTRICT

MAY 11 3 03 PM '07

BOOK 6687  
PAGE 847  
EDDIE JEAN GARR  
CHANCERY CLERK