OWNERS CONSENT AND DESIGNATION OF AGENCY – CONDITIONAL USE

I, Rose Marie Luke, the fee simple owner of the following described property (give legal description):

Lot 28 Shamrock Court Subdivision

hereby petition to the City of Gautier to *Grant a Conditional Use* of a wireless transmission in facility & associated equipment and affirm that Belinda Bodie & Mark Lydon is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

Rose Marie Luke
(Owner's Signature)

The foregoing instrument was acknowledged before me this 29th day of June, 20 13 by Rose Marie Luke, who is personally known to me or has produced known to me as identification and who did take an oath.

Charlotte Kinsey
(Printed Name of Notary Public)

Charlotte Kinsey
(Signature of Notary Public)

Commission # 25397. My commission expires 4-26-2017

(Notary's Seal)

STATE OF MISSISSIPPI
CHARLOTTE KINSEY
ID No
25397
NOTARY PUBLIC
Comm Expires
April 26, 2017
JACKSON COUNTY

OWNERS CONSENT AND DESIGNATION OF AGENCY – CONDITIONAL USE

I, Dr. Royce Luke, the fee simple owner of the following described property (give legal description):

Lot 28 Shamrock Court Subdivision

hereby petition to the City of Gautier to *Grant a Conditional Use* of a Wireless transmission facility & associated equipment and affirm that Belinda Bodie & Mark Lydon is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

Royce B Luke
(Owner's Signature)

The foregoing instrument was acknowledged before me this 29th day of June, 2013 by Royce B. Luke, who is personally known to me or has produced Known to me as identification and who did take an oath.

Charlotte Kinsey
(Printed Name of Notary Public)

Charlotte Kinsey
(Signature of Notary Public)

Commission # 25397. My commission expires 4-24-2017

(Notary's Seal)

STATE OF MISSISSIPPI
CHARLOTTE KINSEY
ID No
25397
NOTARY PUBLIC
Comm Expires
April 26, 2017
JACKSON COUNTY

V 317539

MISSISSIPPI VALLEY TITLE INSURANCE COMPANY
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued By Mississippi Valley Title Insurance Company and Old Republic National Title Insurance Company

Mississippi Valley Title Insurance Company, a Mississippi corporation and Old Republic National Title Insurance Company, a Minnesota corporation (collectively, the "Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Mississippi Valley Title Insurance Company and Old Republic National Title Insurance Company have caused their corporate names and seals to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

Authorized Signatory

MISSISSIPPI VALLEY TITLE INSURANCE COMPANY

By: James M. Sellars President

Attest: Mark B. Hall Secretary

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: President

Attest: David Wold Secretary

MVT Form 07-1
ALTA Commitment For Title Insurance 6-17-06

MISSISSIPPI VALLEY TITLE
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

Mississippi Valley Title Insurance Company
124 One Madison Plaza, Suite 2100 (39110)
P.O. Box 2901
Madison, Mississippi 39130-2901
Telephone 601-961-4838
(FAX 601-969-2219)

Issued for: Mississippi Valley Title Insurance, 525592

Address: 124 One Madison Plaza, Ste 2100, P.O. Box 2901, Madison, MS 39130

File Number: V317539

Commitment No: V317539

SCHEDULE A

1. Effective Date: April 4, 2013 at 8:00 A.M.

2. Policy or Policies to be issued:

   a. Loan Policy: N/A Amount: N/A

   Proposed Insured: N/A

   b. Owner's Policy: Owner's Policy (06-17-06) Amount: $150,000.00

   Proposed Insured: Cellular South Real Estate, Inc.

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

   Royce B. Luke and wife, Rose Marie Luke

5. Purchaser/Borrower: Cellular South Real Estate, Inc.

6. The Land referred to in this Commitment is situated in Jackson County State of MS and is described as follows:

THAT CERTAIN TRACT, PIECE OR PARCEL SITUATED IN JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT 28, SHAMROCK COURT SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 2, RECORD OF PLATS ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MS. BEING THE SAME PROPERTY AS THAT CONVEYED IN BOOK 1534, PAGE 199, LAND DEED RECORDS OF JACKSON COUNTY, MISSISSIPPI

MISSISSIPPI VALLEY TITLE
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

Mississippi Valley Title Insurance Company
124 One Madison Plaza, Suite 2100 (39110)
P.O. Box 2901
Madison, Mississippi 39130-2901
Telephone 601-961-4838
(FAX 601-969-2219)

V317539

SCHEDULE B - SECTION I
Requirements

Showing defects and objections to be removed or eliminated; liens and encumbrances to be satisfied and discharged of record and requirements to be complied with before policy of title insurance can be issued without exception thereto.

Item 1. Proper instrument creating the interest or estate to be insured must be executed and duly filed for record, to wit:

Execution and recordation without intervening rights of a Warranty deed by Royce B. Luke and wife, Rose Marie Luke conveying the property described in Schedule "A" above to Cellular South Real Estate, Inc..

Item 2. Full consideration for the interest or estate to be insured must be paid to or for the account of grantors or mortgagors.

Item 3. Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. Examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.

Item 4. Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

SCHEDULE B - SECTION II
Exceptions

Schedule B of the Owner's Policy (06-17-06) policy to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Item 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Item 2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.

Item 3. Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

Item 4. Any encroachment, encumbrance, violation, variation or adverse circumstance, including lack of access, affecting the Title that would be disclosed by an accurate and complete survey of the Land.

Item 5. Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the Public Records.

Item 6. Rights or claims of parties in possession not shown by Public Records.

Item 7. Terms and conditions contained in Short Form of Option to Purchase Real Estate by Sandra G. Poyner to Cellular South Real Estate, Inc., recorded in Book 1688 at Page 778.

Item 8. Any mortgage, deed of trust, lease or lien created or assumed by the insured.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: http://www.alta.org/.*

COMMITMENT
FOR
TITLE INSURANCE

MISSISSIPPI VALLEY TITLE INSURANCE COMPANY
A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

MISSISSIPPI VALLEY TITLE INSURANCE COMPANY
HOME OFFICE: MADISON, MISSISSIPPI

AFFIDAVIT AND AGREEMENT

State of _____

County of _____

(OWNERS AND CONTRACTORS)
(FINAL)

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the undersigned owner, purchaser and/or contractor, who after being first duly sworn states on oath:

They are/he is the owner and/or general or _____ contractor in connection with improvements on the real property situated in the County of _____ known as

more particularly described in the Deed of Trust, Mortgage or other Security Instrument in favor of _____ dated _____, securing the sum of $ _____, and filed or to be filed for record in the office of the recorder of the county in which the above land is located, which Deed of Trust, Mortgage or other Security Instrument is a valid first lien on said premises: and,

The undersigned owner states that of his personal knowledge, no other contracts have been let or guarantees of payment made by the undersigned owner to anyone other than: (List each contract let or guarantee made and obtain affidavit and agreement for each)

The owner has no interest or ownership in the contracting firm or firms and the contractor has no interest in the real property described above, except:

The undersigned owner has inspected the premises before making this affidavit and found all work satisfactory to owner, and that the undersigned owner is in possession of the subject premises, unless otherwise stated: (List discrepancies and nature of possession other than by owner)

The contractor has been paid in full for all amounts due for work or services performed and materials furnished on the above project and does hereby waive, release and surrender any and all lien or claim or right of lien to the date for which payment is made, for labor, services, and/or materials furnished by the undersigned upon the premises described above, except: (If none, state "None")

The owner and/or contractor has/have paid in full any and all amounts due architects, engineers, surveyors, attorneys, sub-contractors, materialmen and laborers for work or services performed and materials furnished to the undersigned in connection with the construction of the improvements on the above property, except: (If none, state "None")

The owner has received no notice of any unpaid bills or claims for labor or services performed or materials furnished on above project, except: (If none, state "None")

The owner and/or contractor states that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, personal property leases or the like have been given or are now outstanding as to any materials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon the aforesaid premises or improvements thereon, and that all plumbing, heating, lighting, refrigerating and other equipment is fully paid for; and,

The owner and/or contractor hereby request(s) Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company to issue its policy or policies of title insurance, or endorsements thereto, upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's lien, and in consideration thereof, and as an inducement therefor, the undersigned does hereby agree to indemnify and hold harmless the said Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company of and from any and all loss, cost, damage and expense of every kind including attorney's fees, which said Mississippi Valley Title Insurance Company/Old Republic National Title Insurance Company shall suffer or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or a new policy anytime issued upon said real estate, part thereof or interest therein arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's liens, claim or claims as a result of the undersigned's unpaid bills or in connection with its enforcement of its rights under this agreement.

The undersigned purchaser(s) (if applicable) state(s) that he/they has/have no notice of any unpaid bills or claims for labor or services performed or materials furnished on the above described land, except: (If none, state "None").

_____
Contractor

_____ _____

_____ _____
Purchaser (If applicable) Owner (Or Seller)

SWORN TO AND SUBSCRIBED before me, by the owner(or seller), contractor or purchaser, whose signature appears above, this _____.

My Commission Expires: _____ Notary Public _____

MVT 11.01

RECORD DESCRIPTION:

THAT CERTAIN TRACT, PIECE OR PARCEL SITUATED IN JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

LOT/28, SHAMROCK COURT SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 2, RECORD OF PLATS ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MS. BEING THE SAME PROPERTY AS THAT CONVEYED IN BOOK 1534, PAGE 199, LAND DEED RECORDS OF JACKSON COUNTY, MISSISSIPPI

LEGEND:

- ΦBENCH MARK
- ⓔELECTRICAL PANEL
- FIRE HYDRANT
- ⓖGAS METER
- GUY ANCHOR
- MAIL BOX
- SECURITY LIGHT
- ⓢSEWER MAN HOLE
- ☒TELEPHONE PEDESTAL
- TREE
- ⓦWATER METER
- WATER FAUCET
- WELL
- PP/T POWER POLE/TRANSFORMER
- OVER HEAD ELEC. LINE
- SET ½ø IRON PIN UNLESS OTHER WISE NOTED
- x FENCE
- BOARD FENCE
- TREE LINE
- GAS GAS LINE
- CONC. PAVING
- ASPHALT PAVING
- (P.O.C.)=POINT OF COMMENCEMENT
- (P.O.B.)=POINT OF BEGINNING
- (T.B.M.)=TEMPORY BENCH MARK
- AMSL = ABOVE MEAN SEA LEVEL
- ℄ = CENTERLINE
- R/W = RIGHT-OF-WAY
- (S) = SURVEY
- (R) = RECORD
- (N/F) = NOW OR FORMERLY

OWNER INFORMATION:
DR. & MRS. ROYCE B. LUKE
1321 HOMESTEAD BLVD.
GAUTIER MS. 39553
PHONE# 228-327-5231

CONTACT INFORMATION:
SAME AS OWNER

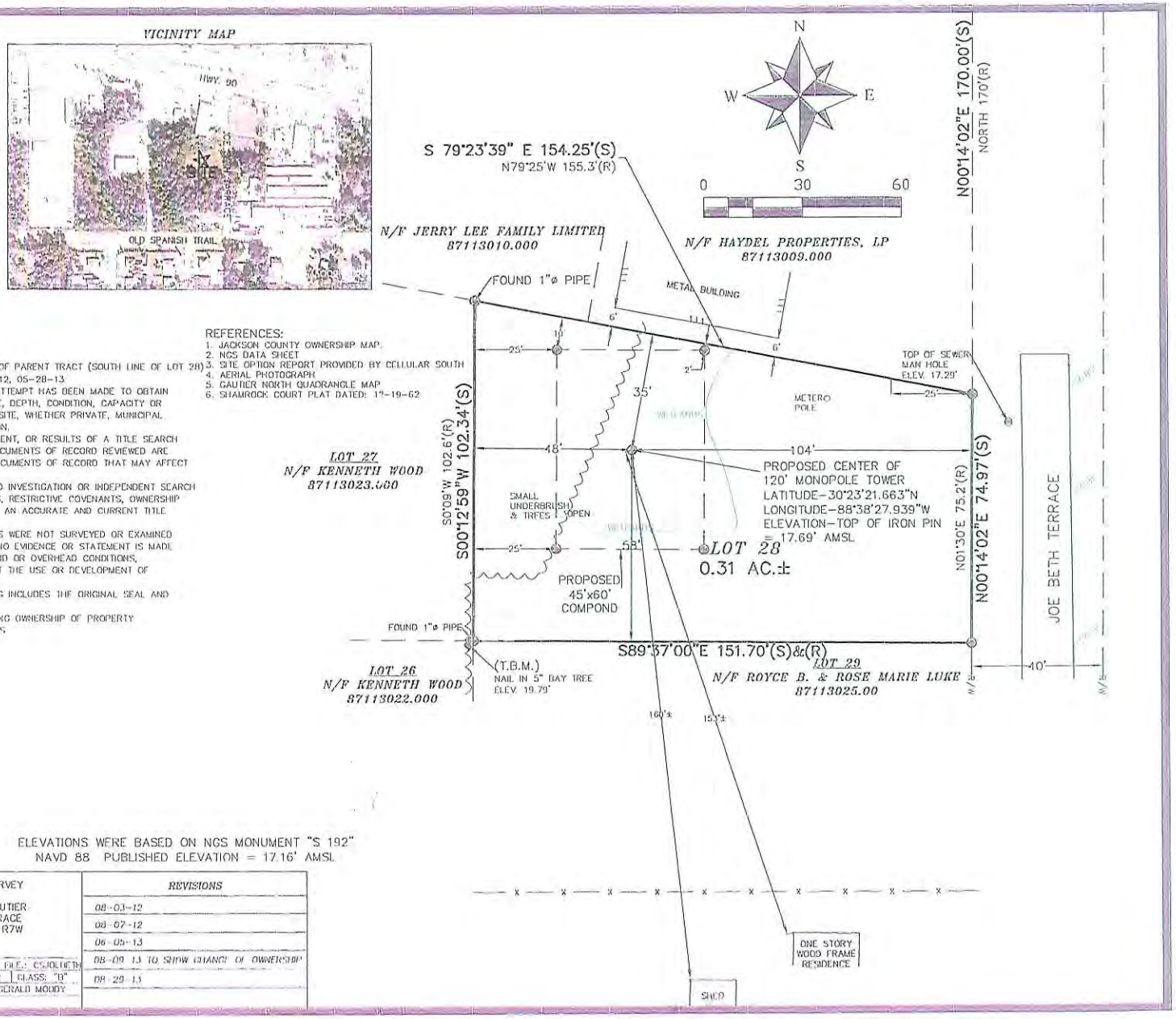
SITE ADDRESS:
3958 JOE BETH TERRACE
GAUTIER, MS. 39553
PARCEL ID# 87113024.000

ZONING:
TC-TOWN CENTRAL
SET BACKS:
FRONT 25', REAR 0', SIDE 0'

FLOOD STATEMENT:
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X SHADED" (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) ACCORDING TO FLOOD INSURANCE RATE MAP CITY OF GAUTIER NO. 280332 0319 G EFFECTIVE DATE: MARCH 16, 2009

NOTES:
1. ALL BEARINGS BASED ON RECORD BEARING OF PARENT TRACT (SOUTH LINE OF LOT 28)
2. DATE OF FIELD SURVEY 06-22-12, 08-03-12, 05-28-13
3. IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREON.
4. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. SUBSURFACE AND ENVIROMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
7. THIS SURVEY IS VAID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.
8. SURVEYOR MAKES NO STATEMENT CONCERNING OWNERSHIP OF PROPERTY
9. WETLANDS SHOWN WERE FLAGGED BY OTHERS

VICINITY MAP



REFERENCES:
1. JACKSON COUNTY OWNERSHIP MAP.
2. NGS DATA SHEET
3. SITE OPTION REPORT PROVIDED BY CELLULAR SOUTH
4. AERIAL PHOTOGRAPH
5. GAUTIER NORTH QUADRANGLE MAP
6. SHAMROCK COURT PLAT DATED: 12-19-62

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

GERALD MOODY P.S. 1723
LICENSED PROFESSIONAL SURVEYOR

DATED

ELEVATIONS WERE BASED ON NGS MONUMENT "S 192"
NAVD 88 PUBLISHED ELEVATION = 17.16' AMSL

THIS SURVEY & SURVEY PLAT WAS PREPARED FOR CELLULAR SOUTH REAL ESTATE, A MISSISSIPPI CORPORATION

MOODY & ASSOCIATES, INC.
REGISTERED PROFESSIONAL SURVEYORS
ALABAMA, LOUISIANA, MISSISSIPPI
281 RATLIFF STREET
LUCEDALE, MS. 39452
601-947-4499
FAX - 601-947-4282
EMAIL - moodyasc@bellsouth.net

COMMUNICATION TOWER SITE SURVEY
SITE: MS-1923
NAME OF TOWER SITE: EAST GAUTIER
NAME OF ROAD: JOE BETH TERRACE
LOCATED IN: SECTION 36 T7S, R7W
JACKSON COUNTY, MISSISSIPPI

DRAWING NO.: 4824-01	ORD. FILE: CS/JOE/TH		
SCALE: 1" = 30'	DATE: 06-25-12	CLASS: "B"	
DRAWN BY: DAVIS	CHECKED BY: GERALD MOODY		

SHEET 1 OF 4

REVISIONS
08-03-12
08-07-12
06-05-13
08-09-13 TO SHOW CHANGE OF OWNERSHIP
08-29-13