

\$58.00
SCA

Inst # 1998-12494

This instrument was prepared by:
Lexie L. Craveh, Esq.
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Atlanta, Georgia 30308-2216

And after recording should be returned to:
Tracey Gerges
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400 North Ashley Drive, 20th Floor
Tampa, Florida 33602

CONSIDERATION:

\$39,100.00

Pelham A9476

LIMITED WARRANTY DEED
Made By
SOUTHERN COMMUNICATIONS SERVICES, INC.
TO
PINNACLE TOWERS INC.

THIS LIMITED WARRANTY DEED is made as of the 4th day of March, 1998 by and between SOUTHERN COMMUNICATIONS SERVICES, INC., a Delaware corporation, whose address is 64 Perimeter Center East, 1st Floor - Bin #049A, Atlanta, GA 30346 (hereinafter referred to as "Grantor"), and PINNACLE TOWERS INC., a Delaware corporation, whose address is 1549 Ringling Boulevard - Third Floor, Sarasota Florida 34236 (hereinafter referred to as "Grantee"). The terms Grantor and Grantee shall include the respective successors and assigns thereof.

WITNESSETH:

FOR AND IN CONSIDERATION of the premises, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and transferred, and by these presents does grant, bargain, sell, alien, convey and transfer unto Grantee the "Property" (as that term is hereinafter defined). "Property" shall mean the "Land" (as that term is hereinafter defined) and "Grantor's Interests" (as that term is hereinafter defined), LESS AND EXCEPT the "Excluded Property" (as that term is hereinafter defined). "Excluded Property" shall mean the "Reserved Rights" (as that term is hereinafter defined), and the "Equipment" (as that term is hereinafter defined). "Land" shall mean the property described on Exhibit "A" attached hereto and by reference made a part hereof. "Grantor's Interests" shall mean all right, title and interest of Grantor in and to the tower described in the Bill of Sale and located on the Land, together with all right, title and interest of Grantor, if any, in and to any other improvements located on the Land, together with all of the rights, benefits, interests, and options of Grantor (including without limitation all rent now due or to become due thereunder) as the "Lessor" or "Landlord" or otherwise arising under the leases and agreements identified on Exhibit "C" to the Bill of Sale ("Bill of Sale") between Grantor and Grantee of even date herewith. "Equipment" shall mean (i) any and all property, real, personal or mixed (including without limitation fixtures or equipment), constituting all or any portion of any existing electrical transmission or distribution lines or communications lines of Grantor or any affiliates of

Grantor, including without limitation lines, poles, towers, frames, manholes, conduits, fixtures, appliances, wires, cables or equipment, or protective wires or devices, or communications lines, cables or equipment (but excluding the tower and other property identified in and transferred pursuant to the Bill of Sale), and (ii) any and all equipment buildings, equipment, systems or facilities (other than the property identified in the Bill of Sale) used by Grantor for or in connection with wireless communications (including without limitation radio and microwave communications), including without limitation, transmitters, receivers, antennas, multiple address system radios or power line carrier equipment, conduit, waveguides, fixtures, appliances, communications lines, wire, cable and equipment, and any other physical connections between Grantor's antennas and Grantor's equipment (such as but not limited to transmitters and receivers), any building housing all or any portion thereof, and any permits, licenses or leases relating to any one or more of the foregoing (but excluding the tower and other property identified in and transferred pursuant to the Bill of Sale). "Reserved Rights" shall mean the rights of Grantor or any affiliates of Grantor under or pursuant to (a) licenses, permits, agreements, covenants, easements, and restrictions of record relating to the transmission or distribution of electricity (all of which are and shall remain in full force and effect, and shall not be or be deemed to have been extinguished or otherwise merged into the fee title in and to the Property notwithstanding the fact that Grantor may own or have held both the interest created by such licenses, permits, agreements, covenants, easements, and restrictions and the fee estate in the Property or any interest therein), (b) Alabama Power Company Master Antenna Site Lease Agreement dated on or about even date herewith between Alabama Power Company and Pinnacle Towers Inc. and (c) Southern Communications Services, Inc. Master Antenna Site Lease Agreement dated on or about even date herewith between Grantor and Pinnacle Towers Inc.

TOGETHER WITH all and singular the rights, members and appurtenances in and to the Property anywise appertaining or belonging thereto.

The Property is conveyed by Grantor subject to the Permitted Exceptions (as hereinafter defined). Permitted Exceptions shall mean (i) taxes for the year 1998 and subsequent years; (ii) riparian rights of owners of adjoining properties or upstream users; (iii) general utility, roadway and other easement(s) in favor of any telephone, gas or other utility company, the County in Alabama in which the Property is situated, or any other local, state or federal governmental agency or entity; (iv) such matters as would be disclosed by a current and accurate survey of the Property and such items as would be set forth in an inspection report for the Property prepared by the surveyor who prepared such survey; (v) rights of the occupants under the leases and other agreements, if any, identified on Exhibit "C" to the Bill of Sale; and (vi) the matters set forth in Exhibit "B" hereto. By accepting this Limited Warranty Deed, Grantee assumes and agrees to perform and discharge all of Grantor's duties and obligations under the leases and other agreements identified on Exhibit "C" to the Bill of Sale arising on or after the date hereof, and Grantee agrees to save Grantor harmless from any claims against Grantor in connection with such leases and other agreements arising on or after the date of this Limited Warranty Deed.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in fee simple, subject to the Permitted Exceptions.

AND Grantor shall warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, excepting only those claims arising by reason of the Permitted Exceptions.

This instrument shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and its corporate seal to be affixed hereunto by its duly authorized officers as of the day and year first above written.

WITNESS

Diane W. Richmond
(Print Name) Diane W. Richmond

"GRANTOR"

SOUTHERN COMMUNICATIONS
SERVICES, INC.

By:

R. Craig Elder
Vice President and Treasurer

Attest:

Patricia L. Roberts
Print Name: PATRICIA L. ROBERTS
Title: ASSISTANT SECRETARY

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Fulton

I, Sara Beth Waldron, a Notary Public in and for said County in said State, hereby certify that R. Craig Elder, whose name as Vice President and Treasurer of Southern Communications Services, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 4th day of March 1998.

Sara Beth Waldron
Notary Public

My commission expires: _____



My Commission Expires
November 5, 2001

EXHIBIT A

Pelham

Legal Description

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 17, Township 20 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the northwest corner of the of the Southeast Quarter of the Northwest Quarter of Section 17, Township 20 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run South $86^{\circ}49'47''$ East along the north line of said quarter-quarter section for a distance of 367.93 feet to the POINT OF BEGINNING; thence continue South $86^{\circ}49'47''$ East along said north line for a distance of 210.00 feet; thence leaving said north line run South $03^{\circ}10'13''$ West for a distance of 121.49 feet to the northeasterly line of a transmission line right-of-way for Alabama Power Company (total width of right-of-way: 200 feet); thence run North $75^{\circ}23'36''$ West along said northeasterly right-of-way line for a distance of 214.25 feet; thence leaving said northeasterly right-of-way line run North $03^{\circ}10'13''$ East for a distance of 79.01 feet to the POINT OF BEGINNING. Containing 21.052 square feet (0.48 acres) more or less.

Legal Description Proposed 20-foot Easement for Ingress and Egress

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 17, Township 20 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the northwest corner of the of the Southeast Quarter of the Northwest Quarter of Section 17, Township 20 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run South $86^{\circ}49'47''$ East along the north line of said quarter-quarter section for a distance of 566.75 feet to the centerline of an existing dirt road and the POINT OF BEGINNING of a 20-foot easement for ingress and egress lying 10 feet to each side of the following described line; thence leaving said quarter-quarter section line run North $57^{\circ}29'45''$ East along the centerline of said dirt road for a distance of 11.40 feet to the Point of Curvature of a tangent curve to the right having a central angle of $26^{\circ}24'40''$, a radius of 118.51 feet, and a chord of 58.17 feet which bears North $81^{\circ}42'04''$ East; thence run along the centerline of said dirt road and along the arc of said curve for a distance of 58.77 feet to the Point of tangency; thence run South $84^{\circ}05'36''$ East along the centerline of said dirt road for a distance of 144.48 feet to the Point of Curvature of a tangent curve to the left having a central angle of $50^{\circ}15'26''$, a radius of 63.96 feet, and a chord of 54.32 feet which bears North $70^{\circ}46'40''$ East; thence run along the centerline of said dirt road and along the arc of said curve for a distance of 56.10 feet to the Point of tangency; thence run North $45^{\circ}38'56''$ East along the centerline of said dirt road for a distance of 111.55 feet to the southwesterly right-of-way line of a county road (right-of-way width: 40 feet) and the ENDING POINT of said easement.

Exhibit "B"
Permitted Exceptions

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1. Taxes for the year 1998 and subsequent years, not yet due and payable.
2. Any and all matters which would be revealed by a current and accurate survey.
3. Indenture dated as of January 1, 1942, between Alabama Power Company and The Chase Manhattan Bank, as successor trustee, as supplemented by various supplemental indentures from time to time.

Inst # 1998-12494

04/08/1998-12494
09:33 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NEL 38.00