

MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Master Bill of Sale, Assignment, and Assumption Agreement ("**Bill of Sale**") is entered into as of March 30th, 2000, by and between **HINDS-CAMPBELL PROPERTIES**, an Alabama partnership ("**Seller**"), and **PINNACLE TOWERS INC.**, a Delaware corporation ("**Purchaser**"), pursuant to the Purchase Agreement dated as of March 30th, 2000, between Purchaser and Seller (the "**Purchase Agreement**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

Seller desires to assign, transfer, convey, and deliver to Purchaser all right, title and interest of Seller in and to the Property in accordance with the terms of the Purchase Agreement. The Purchase Agreement also provides for certain representations and warranties of the Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller hereby sells, transfers, assigns, conveys, and delivers to Purchaser and its successors and assigns, forever, all of Seller's right, title, and interest in and to all of the Property, including, without limitation the Property described in Exhibit "A" and the ground leases described in Exhibit "B", both of which are attached hereto and made a part hereof, to have and to hold the same and each and all thereof unto Purchaser and its successors and assigns forever, to its and their own use and benefit forever.

(b) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect, and receive for the account of Purchaser all of the Property; to institute or prosecute, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect, and receive for the account of Purchaser all of the Property; to institute or prosecute, in the name of Seller or otherwise, all proceedings which Purchaser may deem necessary or convenient in order to realize upon, affirm, or obtain title to or possession of or to collect, assert, or enforce any claim, right, or title of any kind in or to the Property; and to defend and compromise any and all actions, suits, or proceedings in respect of any of the Property. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.

2. Purchaser hereby assumes and agrees to perform, discharge, and satisfy, after the date hereof, all leases, contracts and agreements assigned to Purchaser hereby, and hereby completely and forever releases Seller and agrees to hold Seller harmless from and against any and all liabilities or obligations arising thereunder. Purchaser shall not have any obligation, duty, or liability under the leases, contracts or agreements assigned hereby, arising or accruing on or before the date hereof.

3. Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title, and other documents as may be necessary more fully to sell, transfer, assign, and convey to and vest in Purchaser the Property hereby sold, transferred, assigned, and conveyed or intended so to be.

4. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

03/31/2000-10559
02:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 MMS 41.00

5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

HINDS-CAMPBELL PROPERTIES,
an Alabama partnership

By:



Billy R. Hinds, Partner

By:



Kenneth K. Campbell, Partner

PURCHASER: .

PINNACLE TOWERS INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

HINDS-CAMPBELL PROPERTIES,
an Alabama partnership

By: _____
Billy R. Hinds, Partner

By: _____
Kenneth K. Campbell, Partner

PURCHASER:

PINNACLE TOWERS INC.,
a Delaware corporation

By: _____
Name: JAMES BOKISH
Title: ASSISTANT SECRETARY

ACKNOWLEDGEMENT
(HINDS-CAMPBELL PROPERTIES)

STATE OF ALABAMA

COUNTY OF Jefferson

I hereby certify that on this day, before me, a Notary Public duly authorized in the county and state aforesaid to take acknowledgements, personally appeared BILLY R. HINDS and KENNETH K. CAMPBELL whose names as general partners of Hinds-Campbell Properties, a General Partnership, are signed to the foregoing instrument, and who are known to me to be the persons described in and who executed the foregoing instrument on behalf of said partnership, acknowledged before me on this day that, being informed of the contents of the instrument and with full authority, they executed and delivered the same voluntarily on this day for and as the act of said Partnership.

GIVEN under my hand and seal on this 29 day of March, 2000.

AFFIX SEAL

Theresa D. Aldridge
NOTARY PUBLIC, JEFF. Co., AL
MY COMMISSION EXPIRES: 7/15/02

ACKNOWLEDGEMENT
(PINNACLE TOWERS INC.)

STATE OF FLORIDA

COUNTY OF SARASOTA

I hereby certify that on this day, before me, a Notary Public duly authorized in the county and state aforesaid to take acknowledgements, personally appeared James Bedush, whose name as Assistant Secretary of PINNACLE TOWERS INC. is signed to the foregoing instrument, and who is known to me to be the person described in and who executed the foregoing instrument on behalf of said corporation, acknowledged before me on this day that, being informed of the contents of the instrument, he (she) as such officer, and with full authority, executed and delivered the same voluntarily on this day for and as the act of said corporation.

GIVEN under my hand and seal on this 27 day of March, 2000.

AFFIX SEAL



NOTARY PUBLIC, Sarasota Co., FL
MY COMMISSION EXPIRES: _____

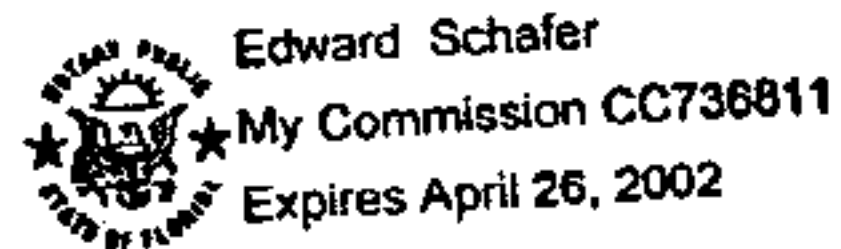


EXHIBIT "A"

PROPERTY

All of Seller's right, title and interest in and to the communications towers, guy wires, anchors, mounting equipment, personal property, buildings, structures, fixtures and tower leases and intangible property owned by Seller and related or located on the following parcels of real property: Capitol, Parsons, Pine Mountain, Palisades, Alexander, Alabaster, Ruffner Mountain, and Oak Mountain. All as more fully described hereinbelow:

CAPITOL
(legal description)

A parcel of land in city of Montgomery, Alabama and being described as follows:
Commencing at an existing survey marker surveyed by Kenneth White of Pilgreen and White Engineers in April 1987 and described as the Northeast corner of 12 of the Bruce Property in Plat Book 8 on Page 67 and lot 8 of the replat of lots 13 and 19 of the Bruce property in plat book 34 on page 140 and being at street address 326 Cory Street and run along the westerly right of Way of Cory Street North 23 degrees, 51 minutes, 05 seconds East a distance of 191.55 feet to an existing iron pin set behind existing sidewalk; thence South 85 degrees, 35 minutes, 28 seconds East a distance of 53.12 feet to a point on the Easterly side of Cory Street and the Southerly side of Mt. Meigs Road; thence South 23 degrees, 52 minutes, 35 seconds West along the Easterly right of way of Cory Street a distance of 129.53 feet to the point of beginning; thence South 66 degrees, 19 minutes, 41 seconds East a distance of 19.95 feet to a point on an existing fence; thence continue same course South 66 degrees, 19 minutes, 41 seconds East a distance of 41.00 feet; thence North 23 degrees, 59 minutes, 20 seconds East a distance of 31.38 feet to the end of concrete pad; thence South 43 degrees, 42 minutes, 43 seconds East a distance of 23.13 feet to a point on an existing asphalt drive; thence South 68 degrees, 54 minutes, 59 seconds East a distance of 17.52 feet to an existing fence; thence South 24 degrees, 06 minutes, 23 seconds West a distance of 48.18 feet to an existing fence corner; thence North 85 degrees, 40 minutes, 32 seconds West a distance of 105.79 feet to the Easterly right of way of Cory Street; thence along said right of way North 23 degrees, 52 minutes, 35 seconds East a distance of 59.94 feet to the point of beginning.

All as more fully shown on survey of Veston W. Bush, Jr., Registered Professional Land Surveyor, dated 3/10/99, last revised 3/7/00.

PARSONS
(legal description)

Leased Area:

A parcel of land being a part of Lot 4, Bluff Park Acres as recorded in Bessemer Division Book 11, Page 15 and being situated in the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:
Commence at the Northwest Corner of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 19, South, Range 3 West, and thence run South 88 degrees, 30 minutes, 52 seconds East along the north boundary of said 1/4-1/4 section a distance of 175.07 feet to a point; thence run South 00 degrees, 16 minutes, 06 seconds East a distance of 102.33 feet to an existing iron pin; thence South 03 degrees, 30 minutes, 54 seconds East a distance of 43.39 feet to the POINT OF BEGINNING; thence South 04 degrees, 20 minutes, 25 seconds East a distance of 81.85 feet; thence North 85 degrees, 34 minutes, 21 seconds East a distance of 51.40 feet; thence North 44 degrees, 55 minutes, 05 seconds East a distance of 28.00 feet; thence North 24 degrees, 42 minutes, 10 seconds West a distance of 10.20 feet; thence North 55 degrees, 48 minutes, 13 seconds West a distance of 44.94 feet; thence North 42 degrees, 58 minutes, 39 seconds West a distance of 32.87 feet; thence South 86 degrees, 44 minutes, 25 seconds West a distance of 13.39 feet to the POINT OF BEGINNING.

20 foot Ingress and Egress Easement

A parcel of land being a part of Lot 4, Bluff Park Acres as recorded in Bessemer Division Book 11, Page 15, and being situated in the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:
Commence at the Northwest Corner of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 3 West, and thence run South 88 degrees, 30 minutes, 52 seconds East along the north boundary of said 1/4-1/4 section a distance of 175.07 feet to a point; thence run South 00 degrees, 16 minutes, 06 seconds East a distance of 102.33 feet to an existing iron pin; thence South 03 degrees, 30 minutes, 54 seconds East a distance of 43.39 feet to the Northwest corner of the Leased Area described above; thence South 04 degrees, 20 minutes, 25 seconds East a distance of 81.85 feet; thence North 85 degrees, 34 minutes, 21 seconds East a distance of 38.16 feet to the POINT OF BEGINNING of the Centerline of a 20 foot Easement; thence along an existing gravel road South 11 degrees, 40 minutes, 24 seconds East a distance of 53.40 feet; thence continue along said gravel road South 10 degrees, 11 minutes, 05 seconds East a distance of 58.02 feet to the North right-of-way of Farley Circle (a 50 foot right-of-way). said point being the terminus of said easement.

All as more fully shown on survey of Veston W. Bush, Jr., Registered Professional Land Surveyor, dated 3/18/99, last revised 5/20/99.

PINE MOUNTAIN
(legal description)

Legal Description of Tower Site:

A parcel of land located in Blount County, Alabama and being more particularly described as follows: Commence at the Southwest corner of Section 25, Township 14 South, Range 1 West and run thence North 59 degrees, 52 minutes, 42 seconds East 196.81 feet to a point; thence South 13 degrees, 48 minutes, 27 seconds East 35.93 feet to an iron pin and the point of beginning; thence, North 13 degrees, 48 minutes, 27 seconds West 100.00 feet to an iron pin; thence North 76 degrees, 11 minutes, 33 seconds East 100.00 feet to an iron pin; thence South 13 degrees, 48 minutes, 27 seconds East 100.00 feet to an iron pin; thence, South 76 degrees, 11 minutes, 33 seconds West 100.00 feet to the point of beginning and containing 0.2296 acres, more or less.

Guy Wire Easement #1

A 30 foot easement for access to Guy Wires described as follows: Begin at the Southwest corner of Section 25, Township 14 South, Range 1 West and from said point of beginning run South 00 degrees, 00 minutes, 00 seconds East 29.89 feet; thence North 59 degrees, 52 minutes, 42 seconds East 166.57 feet to a point; thence North 13 degrees, 48 minutes, 27 seconds West 31.26 feet; thence South 59 degrees, 52 minutes, 42 seconds West 192.50 feet; thence South 00 degrees, 00 minutes, 00 seconds West 17.34 feet to the point of beginning and ending.

Guy Wire Easement #2

A 30 foot easement for access to Guy Wire described as follows: Commencing at the Southwest corner of Section 25, Township 14 South, Range 1 West and thence run North 00 degrees, 00 minutes, 00 seconds East 241.35 feet to the point of beginning; thence South 59 degrees, 02 minutes, 47 seconds East 184.90 feet; thence North 13 degrees, 48 minutes, 27 seconds West 15.18 feet to the Northwest corner of the above described leased property; thence North 76 degrees, 11 minutes, 33 seconds East 27.30 feet; thence North 59 degrees, 02 minutes, 47 seconds West 211.58 feet; thence South 00 degrees, 00 minutes, 00 seconds West 34.98 feet to the point of beginning and ending.

Guy Wire Easement #3

A 30 foot easement for access to Guy Wire described as follows: Commencing at the Southwest corner of Section 25, Township 14 South, Range 1 West and thence run South 90 degrees, 00 minutes, 00 seconds East 440.00 feet to the Southeast Corner of the Parent Tract as described in a survey and legal by Ray W. Sport (LS# 11281 3/31/89, which is the point of beginning; thence along the said described East line of said Parent tract North 00 degrees, 00 minutes, 00 seconds East 17.32 feet; thence North 60 degrees, 01 minute, 19 seconds West 197.43 feet; thence South 13 degrees, 48 minutes, 27 seconds East to the Southeast corner of the above described leased area; thence South 76 degrees, 11 minutes, 33 seconds West 13.03 feet; thence South 60 degrees, 01 minute, 19 seconds East 169.38 feet; thence South 90 degrees, 00 minutes, 00 seconds East 30.02 feet to the point of beginning and ending.

Guy Wire Easement #4

A 30 foot easement for access to Guy Wires described as follows: Commencing at the Southwest corner of Section 25, Township 14 South, Range 1 West and thence run South 90 degrees, 00 minutes, 00 seconds East 440.00 feet to the Southeast Corner of the Parent Tract as described in a survey and legal by Ray W. Sport (LS# 11281) 3/31/89; thence along the said described East line of said Parent Tract North 00 degrees, 00 minutes, 00 seconds East 250.06 feet to the point of beginning; thence continue along said course North 00 degrees, 00 minutes, 00 seconds East 35.57 feet; thence South 57 degrees, 29 minutes, 51 seconds West 218.07 feet; thence South 13 degrees, 48 minutes, 27 seconds East 31.67 feet; thence North 57 degrees, 29 minutes, 51 seconds East 209.11 feet to the point of beginning and ending.

Also a 20 foot right of ingress and egress easement being 10 feet each side of a center line and the center line being described as follows: Commence at the Southwest corner of Section 25, Township 14 South, Range 1 West and run thence EAST 440.00 feet to an iron pipe; thence North 216.48 feet to the center of an existing road and the point of beginning; thence South 76 degrees, 07 minutes, 08 seconds West 50.83 feet to a point; thence, South 68 degrees, 01 minutes, 25 seconds West 34.34 feet to a point; thence, South 35 degrees, 36 minutes, 58 seconds West 43.15 feet to a point; thence, South 61 degrees, 40 minutes, 38 seconds West 43.59 feet to a point; thence, South 50 degrees, 10 minutes, 30 seconds West 22.95 feet to the point of ending.

All as more fully shown on survey of Veston W. Bush, Jr., Registered Professional Land Surveyor, dated 3/20/99, last revised 3/7/00.

Palisades Site

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF TOWER SITE

A parcel of land located in Blount County, Alabama and being more particularly described as follows:
Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 12 South, Range 2 East and run thence South 89 degrees, 32 minutes, 53 seconds West 377.81 feet to POINT OF BEGINNING; thence, along said described line South 89 degrees, 32 minutes, 53 seconds West 32.32 feet; thence, South 22 degrees, 17 minutes, 38 seconds West 262.39 feet to a point; thence, South 50 degrees, 04 minutes, 37 seconds West 52.44 feet to an iron pin set in a tree stump; thence run South 39 degrees, 55 minutes, 23 seconds East 36.70 feet; thence South 37 degrees, 20 minutes, 17 seconds West 223.06 feet; thence South 52 degrees, 39 minutes, 43 seconds East 30.00 feet; thence North 37 degrees, 20 minutes, 17 seconds East 216.27 feet; thence South 39 degrees, 55 minutes, 23 seconds East 32.54 feet; thence North 50 degrees, 04 minutes, 37 seconds East 94.38 feet; thence South 84 degrees, 37 minutes, 04 seconds East 197.74 feet; thence North 5 degrees, 22 minutes, 56 seconds East 30.00 feet; thence North 84 degrees, 37 minutes, 04 seconds West 220.07 feet; thence, North 39 degrees, 55 minutes, 23 seconds West 63.03 feet; thence, South 50 degrees, 04 minutes, 37 seconds West 16.10 feet; thence, North 22 degrees, 17 minutes, 38 seconds West to the Point of Beginning and containing 0.6956 acres, more or less.

Also a 30 foot right of ingress and egress easement being 15 feet each side of a center line and the center line being described as follows: Commence at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 12 South, Range 2 East and run thence South 89 degrees, 32 minutes, 53 seconds West 449.50 feet to the centerline of Palisades Park Road; thence run along the centerline of said road South 46 degrees, 54 minutes, 41 seconds West 295.57 feet to the POINT OF BEGINNING; thence run along the center of a concrete drive South 35 degrees, 11 minutes, 51 seconds East 364.73 feet; thence North 40 degrees, 37 minutes, 29 seconds East 226.73 feet to a point on the Southwest boundary line of the above described leased area, and ending.

All in accordance with the survey of Veston W. Bush, Jr., Registered Land Surveyor, dated 3/16/99, last revised 3/7/00.

ALEXANDER
(legal description)

A tract of land located in Coosa County, Alabama and being more particularly described as follows: Commencing at the Northwest corner of Section 15, Township 22 North, Range 20 East and run South 89 degrees 31 minutes 34 seconds East along the north boundary of Section 15 931.98 feet to the point of beginning. thence North 00 degrees 54 minutes 11 seconds West, 260.48 feet; thence South 89 degrees 31 minutes 34 seconds East a distance of 589.88 feet; thence South 00 degrees 54 minutes 11 seconds East a distance of 260.48 feet to an iron pin on a fence line and also on the north boundary of Section 15; thence run south 00 degrees 54 minutes 11 seconds east a distance of 290.29 feet; thence North 89 degrees 31 minutes 33 seconds West a distance of 589.88 feet; thence North 00 degrees 54 minutes 11 seconds West a distance of 290.29 feet to the point of beginning more or less. The above described land is located in the Northwest 1/4 of Section 15, and the Southwest 1/4 of the Southwest 1/4 of Section 10, all lying in Township 22 North, Range 20 East, Coosa County, Alabama.

EASEMENT NUMBER 1-EXISTING EASEMENT SHOWN ON PLAT BY LONDON SURVEYING 11/29/90

Also, a 30 foot easement being described as follows: Commence at the Northeast corner of the South 1/2 of the Northwest 1/4 of Northwest 1/4 of Section 15, Township 22 North, Range 20 East, Coosa County, Alabama for the POINT OF BEGINNING; thence run South 89 degrees, 31 minutes, 34 seconds east for 30.0 feet; thence run South 01 degrees, 55 minutes, 00 seconds West, 1023.32 feet to a point on the north right of way line of County Road No. 63 (also known as County Road No 91; thence run South 84 degrees, 14 minutes, 30 seconds west along said right of way line, 30.0 feet to an iron pipe on the west boundary of the East 1/2 of the Northwest 1/4 of said section 15; thence run North 01 degree, 54 minutes, 08 seconds east (North 01 degree, 55 minutes east by deed) for a distance of 1026.57 feet to the point of beginning.

EASEMENT NUMBER 2-30' INGRESS-EGRESS EASEMENT

Also a 30 foot easement being described as follows: Commence at the Northeast corner of the South 1/2 of the Northwest 1/4 of Northwest 1/4 of Section 15, Township 22 North, Range 20 East, Coosa County, Alabama for the point of beginning; thence run North 1 degrees 57 minutes 34 seconds West for 163.28 feet; thence North 2 degrees 52 minutes 33 seconds West a distance of 215.80 feet to the South boundary line of the above described Leased Property; thence along said boundary South 89 degrees 31 minutes 33 seconds East a distance of 30.00 feet; thence leaving said boundary South 2 degrees 52 minutes 33 seconds East a distance of 215.80 feet; thence South 1 degrees 57 minutes 34 seconds East for 163.28 feet; thence run North 89 degrees 31 minutes 34 seconds West, 30.00 feet to the point of beginning and ending.

All as more fully shown on survey of Veston W. Bush, Jr., Registered Professional Land

Alabaster Site

LEGAL DESCRIPTION

EXISTING LEASED AREA DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, Township 21 South, Range 3 West Shelby County, Alabama, being part of LOTS 3 & 4, BLOCK 2 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in Map Book 3, Page 9 in the Office of the Probate Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commencing at the Southeast Corner of Lot 4 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in map Book 3, Page 9, in the Office of the Judge of Probate of Shelby County Alabama, being a found rebar, thence run Westerly N90°00'00"W along the South line of Lot 4 a distance of 287.01 feet to the Point of Beginning at an existing rebar bearing the Cap # CA-00010; thence continue Westerly along the South line of Lot 4 N90°00'00"W a distance of 50.00 feet to an existing rebar bearing the Cap # CA-00010; thence Northeasterly N9°55'01"E a distance of 101.69 feet to the Northeasterly line of Lot 3 and an existing rebar bearing the Cap # CA-00010; thence Easterly S89°44'18"E a distance of 50.00 feet along the North line of Lot 3 to a set rebar bearing the Cap # 9676; thence Southwesterly S9°56'20"W a distance of 101.46 feet to the Point of Beginning. Said Parcel contains 5004.55 Square feet, 0.115 Acres more or less.

EXISTING 20' INGRESS-EGRESS EASEMENT DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, Township 21 South, Range 3 West Shelby County, Alabama, being part of LOTS 1 & 2, BLOCK 2 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in Map Book 3, Page 9 in the Office of the Probate Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commencing at the Southeast Corner of Lot 4 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in map Book 3, Page 9, in the Office of the Judge of Probate of Shelby County Alabama, being a found rebar, thence run Westerly N90°00'00"W along the South line of Lot 4 a distance of 287.01 feet to an existing rebar bearing the Cap # CA-00010; thence Northeasterly N9°56'20"E a distance of 101.46 feet to the POINT OF BEGINNING and a set rebar bearing the Cap # 9676; thence N5°21'11"E a distance of 100.45 feet to the North line of Lot 1, said BUCK CREEK COTTON MILL SUBDIVISION; thence Westerly along said Lot 1 N89°52'48"W a distance of 19.64 feet; thence S5°35'44"W a distance of 100.44 feet to the Northeasterly line of Lot 3; thence Easterly along said line S89°44'18"E a distance of 20.06 feet to the POINT OF BEGINNING and ending.

CENTERLINE OF A 15' GRAVEL ROAD EASEMENT DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, the Northwest Quarter of Section 1, the west 1/2 of Section 36, and the Southeast 1/4 of Section 35 Township 21 South, Range 3 West Shelby County, Alabama, as shown on a plat titled BUCK CREEK COTTON MILL SUBDIVISION as recorded in Map Book 3, Page 9 in the Office of the Probate Judge of Probate of Shelby County, Alabama, more particularly described, as follows:

Commencing at the Southeast Corner of Lot 4 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in map Book 3, Page 9, in the Office of the Judge of Probate of Shelby County Alabama, being a found rebar, thence run Westerly N90°00'00"W along the South line of Lot 4 a distance of 287.01 feet to an existing rebar bearing the Cap # CA-00010; thence Northeasterly N9°56'20"E a distance of 101.46 feet to a set rebar bearing the Cap # 9676; thence N5°21'11"E a distance of 100.45 feet to the North line of Lot 1, said BUCK CREEK COTTON MILL SUBDIVISION and the POINT OF BEGINNING; thence along an existing gravel road N7°19'55"E a distance of 67.67 feet; thence N5°22'06"W a distance of 85.63 feet; thence N0°04'18"W a distance of 102.21 feet; thence N10°15'36"E a distance of 86.98 feet; thence N31°50'51"E a distance of 102.52 feet; thence N8°08'15"E a distance of 105.07 feet; thence N27°45'16"E a distance of 150.30 feet; thence N8°31'46"E a distance of 293.15 feet; thence N34°59'36"E a distance of 66.09 feet; thence N11°49'01"E a distance of 75.84 feet; thence N4°21'41"E a distance of 184.03 feet; thence N17°50'01"E a distance of 377.82 feet; thence N10°28'16"E a distance of 517.09 feet; thence N22°44'16"E a distance of 455.58 feet; thence N30°59'35"E a distance of 225.95 feet to the centerline of 3rd Street NE, and Whitestone Drive to the terminus of said easement.

All in accordance with the survey of Veston W. Bush, Jr., Registered Land Surveyor, dated 3/16/99, last revised 3/7/00.

Ruffner Mountain:
Jefferson County
(Lat 33-33-35 & Long 86-42-10)

Oak Mountain:
Shelby County
(Lat 33-23-34 & Long 86-39-51)

EXHIBIT "B"

Alabaster:

That certain Antenna Site Lease (Land Lease) agreement by and between Ann Walker "Landlord" and Hinds-Campbell Properties, an Alabama general partnership "Tenant", dated November 4, 1996, as evidenced by the Memorandum of Ground Lease Agreement recorded in the Office of the Judge of Probate of Shelby County, Alabama in _____.

Palisades:

That certain Ground Lease Agreement by and between Rebecca Slade Campbell wife/of and Kenneth K. Campbell "Landlord", and Hinds-Campbell Properties, an Alabama general partnership "Tenant", dated _____, 2000, as evidenced by the Memorandum of Ground Lease Agreement recorded in the Office of the Judge of Probate of Blount County, Alabama, Birmingham Division in _____.

SELLER'S ADDRESS:

Hinds and Campbell Properties
4116 First Avenue North
Birmingham, Alabama 35222

PURCHASER'S ADDRESS:

Pinnacle Towers Inc.
3rd Floor, 1549 Ringling Blvd.
Sarasota, Florida, 34236

Instrument prepared by:
Victoria M. de Lisle, Esq.
Locke Liddell & Sapp LLP
Pan American Life Center, Suite 2400
601 Poydras Street
New Orleans, Louisiana 70130
(504) 558-5146

Inst # 2000-10559

03/31/2000-10559
02:48 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
014 HHS 41.00