

This instrument was prepared by:

Send Tax Notice to:

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420 North 20th Street
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Lake Woodmere, Inc.
P.O. Box 531031
Birmingham, Alabama 35253-1031

**QUITCLAIM DEED
AND NOTICE OF AMENDMENT TO RESTRICTIVE COVENANTS**

STATE OF ALABAMA)
SHELBY COUNTY)

WHEREAS, Grantor acquired title to certain realty pursuant to that certain Warranty Deed recorded as Instrument #1994-31904 in the Office of the Judge of Probate of Shelby County, Alabama and such realty is described on Exhibit "A" attached hereto and incorporated herein by reference ("Grantor's Land");

WHEREAS, Grantor desires to convey certain property to Grantee described more particularly on Exhibit B attached hereto and incorporated herein by reference (the "Property") but to retain all other portions of Grantor's Land ("Grantor's Remaining Land"); and

WHEREAS, Grantor subjected Grantor's Remaining Land to certain easements and related rights set forth more particularly in that certain Land Lease Agreement dated and effective May, 1999, by and between Sarah D. Mizerany and World Tower Company, Inc., as predecessor in interest to Continental Towers, L.L.C. (the "Lease");

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ten and no/100 Dollars and other good and valuable consideration, **SARAH D. MIZERANY**, a unmarried individual ("Grantor"), in hand paid by **LAKE WOODMERE, INC.**, an Alabama corporation ("Grantee"), the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby remise, release, quitclaim, and convey unto Grantee all of Grantor's right, title and interest, if any, in that certain real estate (the "Property") situated in Shelby County, Alabama, being more particularly described in Exhibit B attached hereto and incorporated herein by reference, **TOGETHER WITH** all appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to any and all easements, roads, alleys and ways bounding said premises.

Subject, however, to current taxes, easements, restrictions, covenants and rights of way of record, mineral and mining rights, any related choses in action and the Lease; provided, however, Grantee has released the Property from those certain covenants set forth in Book 204, pp. 206-208; Book 226, pp. 619-621; Book 243, pp. 117-119; Book 252, pp. 767-768; Instrument No. 1993-14510; and Instrument Number 1994-30788 all as recorded in the Office of the Judge of Probate of Shelby County, Alabama, and administered by Grantee as evidenced by that certain Joint Resolution of Grantee attached hereto as Exhibit C and incorporated herein by reference.

The foregoing Property does not constitute the homestead of Grantor.

TO HAVE AND TO HOLD unto the said Grantee, Grantee's successors and assigns forever.

Grantor's Remaining Property shall be subject to any easements or provisions of the Lease expressly applicable to Grantor's Remaining Land.

IN WITNESS WHEREOF, the said GRANTOR has set her hand and seal this the 3rd day of July, 2000.


SARAH D. MIZERANY

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Joey D. Duke, a Notary Public, in and for said County in said State, do hereby certify that Sarah D. Mizerany, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of July, 2000.



Notary Public
My Commission expires: 10-21-2007

EXHIBIT A

BEGIN at the NW Corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 21 South, Range 2 West, said point being the POINT OF BEGINNING; thence S 3deg-00'-56" E along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 500.92'; thence S 89deg-31'-47" E a distance of 1325.82'; thence S 2deg-44'-57" E a distance of 450.76'; thence N 89deg-26'-27" W a distance of 744.46'; thence S 2deg-44'-57" E a distance of 375.04'; thence S 2deg-57"-37" E a distance of 21.27'; thence S 88deg-19'-14" W a distance of 119.09'; thence S 70deg-17'-17" W a distance of 477.63'; thence S 2deg-58'-34" W a distance of 128.27'; thence S 89deg-26'-27" E a distance of 602.68'; thence N 2deg-58'-34" W a distance of 320.00'; thence N 2deg-44'-57" W a distance of 350.00'; thence S 89deg-26'-27" E a distance of 744.46'; thence N 2deg-44'-57" W a distance of 976.63'; to the NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence N 89deg-31'-47" W a distance of 1353.19' to the Point of Beginning. Said parcel contains 19.64 acres more or less.

EXHIBIT B

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at 1" crimp pipe at the Northeast Corner of said Quarter-Quarter; thence run N 89°31'47" W a distance of 303.90 feet to a 5/8" capped rebar set being the Point of Beginning; thence run S 06°57'04" W a distance of 74.42 feet to a 5/8" capped rebar set; thence run S 68°08'29" W a distance of 174.46 feet to a 5/8" capped rebar set; thence run S 06°57'04" W a distance of 179.27 feet to a 5/8" capped rebar set; thence run N 83°02'56" W a distance of 60.00 feet to a 5/8" capped rebar set; thence run N 06°57'04" E a distance of 185.47 feet to a 5/8" capped rebar set; thence run N 52°44'15" W a distance of 158.97 feet to a 5/8" capped rebar set; thence run N 06°57'04" E a distance of 32.29 feet to a 5/8" capped rebar set on the north line of said Quarter-Quarter; thence run S 89°31'47" E along said north line a distance of 352.35 feet to the Point of Beginning, having an area of 1.09 acres, more or less and lying in the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

TOGETHER WITH:

An easement for ingress and egress being 30 feet in width, encompassing an existing gravel drive and lying in the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at 1" crimp pipe at the Northeast Corner of the Southwest Quarter of said Southeast Quarter; thence run N 89°31'47" W a distance of 303.90 feet to a 5/8" capped rebar set being the Point of Beginning of an easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence run along the centerline of an existing gravel drive the following courses and distances: N 60°35'37" E a distance of 41.01 feet to a point; thence N 74°13'37" E a distance of 128.78 feet to a point; thence N 34°17'52" E a distance of 330.44 feet to a point; thence N 64°18'51" E a distance of 84.53 feet, more or less, to a point on the west right-of-way of Shelby County Highway 331 being the Point of Ending, having an area of 0.38 acres, more or less and lying in the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

EXHIBIT C

JOINT RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS AND SHAREHOLDERS OF LAKE WOODMERE, INC.

I. At a meeting duly convened in accordance with all requirements, including, without limitation, notice requirements, at law or as otherwise set forth in the corporate governance documents, the Board of Directors of Lake Woodmere, Inc. on May 7, 2000 adopted the resolution set forth below which was authorized by the Articles of Incorporation and the Bylaws of the Corporation as an action of the Board of Directors and not in contravention of the Articles of Incorporation or the Bylaws of the Corporation and which resolution remains in full force in effect and has not been modified or amended to date hereof:

"The officers and directors determined to recommend to the shareholders at the annual meeting that Bruce Burttram and Walter Monroe be authorized to negotiate with Sarah Mizerany and Continental Towers, L.L.C. an arrangement which would result in transferring the lease entered into by Sarah Mizerany with Continental Towers, L.L.C. to the corporation simultaneously with the transfer of ownership of the land leased by Sarah Mizerany to Continental Towers, L.L.C. to the corporation. Bruce Burttram was authorized to oversee the future arrangements between the Corporation and Continental Towers, L.L.C. on behalf of the officers and directors of the corporation."

II. At a meeting duly convened in accordance with all requirements, including, without limitation, notice requirements, at law or as otherwise set forth in the corporate governance documents, the shareholders of Lake Woodmere, Inc. (the "Corporation") adopted the following resolution which action of the shareholders was authorized by the Articles of Incorporation and Bylaws of the Corporation and not in contravention of the Articles of Incorporation or the Bylaws of the Corporation and which resolution remains in full force in effect and has not been modified or amended to date hereof:

"Upon motion made by Bruce Burttram and seconded by Ed Lindley, the shareholders agreed to empower Bruce Burttram and Walter Monroe to act on behalf of the Corporation to enter into such agreements as necessary on behalf of the Corporation in order for the Corporation to take title to approximately one acre of property currently owned by Sarah Mizerany; assume the lease agreement between Sarah Mizerany and Continental Towers, L.L.C. by assignment from Sarah Mizerany to the Corporation with consent of Continental Towers, L.L.C.; execute such necessary documents, including releases, settlement agreements and acknowledgements to effectuate the transfer of all rent proceeds from the tower lease from Sarah Mizerany to the Corporation. In addition, the Corporation has instructed Bruce Burttram and Walter Monroe to obtain repayment of all attorney's fees incurred by the corporation in connection with this matter."

Inst. # 2000-26958

08/08/2000-26958
03:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 C31 28.50