

SEND TAX NOTICE TO:

Southern Towers, LP  
620 Cherokee Blvd., Suite 105  
Chattanooga, Tennessee 37405

STATE OF ALABAMA                    )  
  :  
COUNTY OF SHELBY                )

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED (this "Deed") is executed and delivered on this 14<sup>th</sup> day of June, 2017 by **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company ("Grantor"), in favor of **SOUTHERN TOWERS, LP**, a Tennessee limited partnership ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain real property (the "Property") situated in Shelby County, Alabama which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

The Property is conveyed subject to the following (collectively, the "Permitted Exceptions"):

1. Ad valorem taxes and assessments for the current tax year and for all subsequent tax years thereafter.
2. All easements, restrictions, reservations, rights-of-way and other matters of record.
3. Mining and mineral rights not owned by Grantor.
4. Government actions, including zoning ordinances and restrictions and building and use restrictions, including variances.
5. All matters which a current and accurate survey and a physical inspection of the Property would reveal.
6. Easement recorded in Inst. No. 20151230000443770 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").
7. Assignment of Easement Rights by Riverwoods Holdings, LLC to Blackridge Partners, LLC as recorded in Inst. No. 20151230000443770 in the Probate Office.
8. Covenants, conditions, maintenance obligations and relocation rights contained in that certain Reciprocal Easement Agreement by and between Riverwoods Holdings, LLC and Blackridge Partners, LLC as recorded in Inst. No. 20151230000443730 in the Probate Office.
9. The remaining terms and provisions of this Deed.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees, for itself and its successors and assigns, that the Property is conveyed subject to all of the following terms, covenants and restrictions:

(a) Uses. The Property shall be used solely for (a) the installation, construction, maintenance, operation, repair, replacement and upgrade of a communication tower and fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beam, equipment shelters or cabinets and fencing (collectively, the "Communication Facility"), (b) the transmission and reception of communications signals, and (c) the installation and operation of transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter, or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Grantee's use of the Communication Facility, including the construction of a fence around the Property and any other appropriate means to secure the Communication Facility (collectively, the "Purchaser Improvements"). In no event shall the Property be used for any other purposes or uses whatsoever.

(b) Fencing and Landscaping. Grantee shall install fencing and landscaping around the perimeter of the Property in accordance with a fencing and landscaping plan to be approved by Grantor.

(c) Maintenance Obligations. Grantee, its successors and assigns, shall at all times operate, maintain, and repair the Communication Facility and all fencing and landscaping on the Property in good condition and repair and in accordance with all applicable federal, state, county and local governmental and quasi-governmental statutes, laws, regulations, rules and regulations (collectively, the "Governmental Requirements").

(d) Compliance with Governmental Requirements. Grantee, its successors and assigns, will be allowed to make such alterations to the Property which may be required to satisfy any Governmental Requirements.

(e) Term. The foregoing terms, covenants, and conditions shall constitute covenants running with the Property which shall be binding on the Property and Grantee (and its successors and assigns) forever.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever; subject, however, to the Permitted Exceptions.

[Signature on the following page]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of the day and year first above written.

**BLACKRIDGE PARTNERS, LLC**, an Alabama  
limited liability company

By: SB HOLDING CORP., an Alabama corporation,  
Its Managing Member

By: [Signature]  
Printed Name: Scott Rohrer  
Title: V.P. Marketing & Sales

STATE OF ALABAMA                    )  
  :  
COUNTY OF JEFFERSON            )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that whose name as Vice President Marketing & Sales of SB Holding Corp., an Alabama corporation, as Managing Member of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Managing Member of the aforesaid limited liability company.

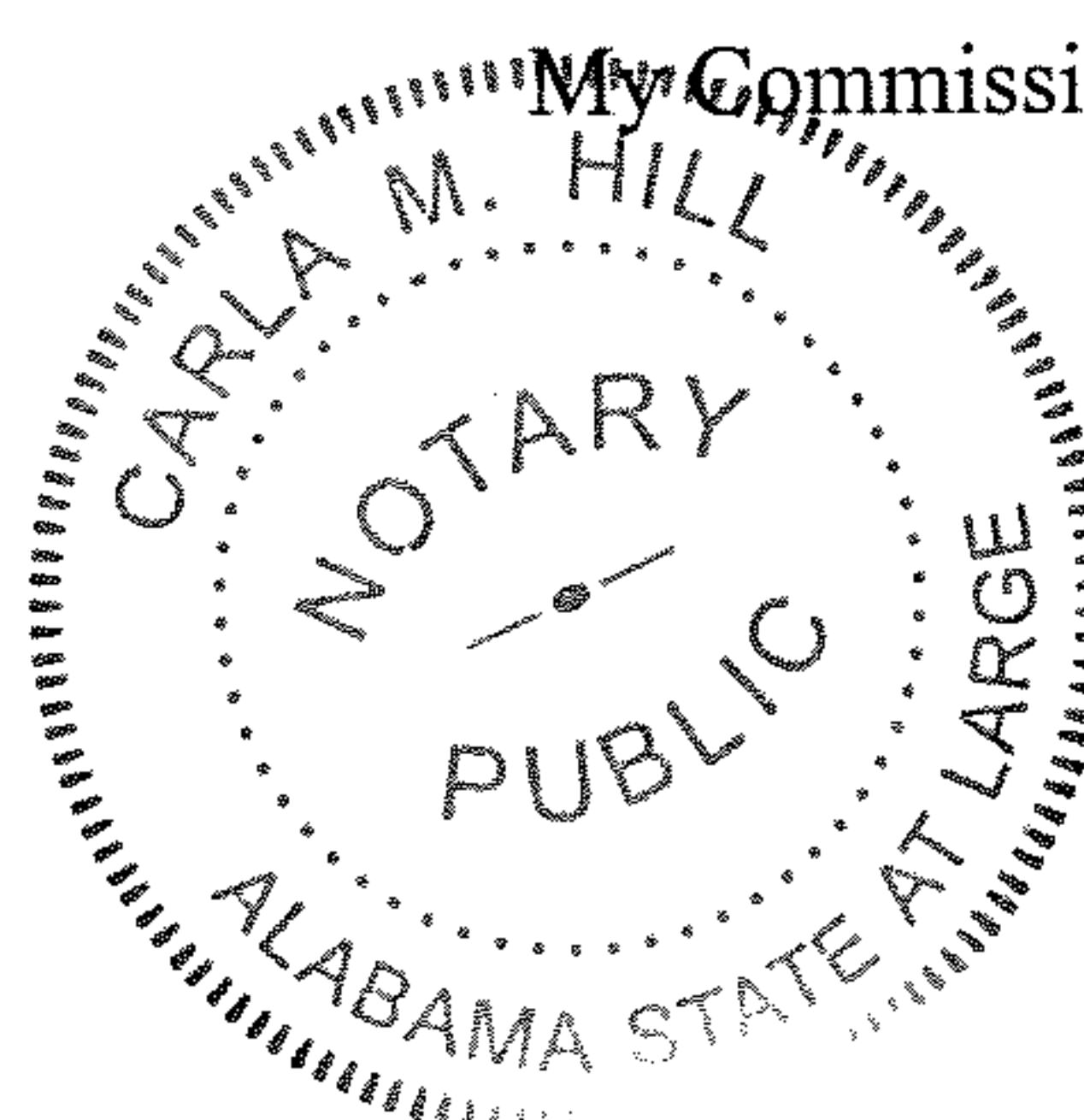
Given under my hand and official seal, this the 14th day of June, 2017.

[Signature]  
Notary Public

[NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk, Esq.  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203



My Commission Expires: 3/23/19

**TITLE NOT EXAMINED BY PREPARER**

**Exhibit A**

**Legal Description of Property**

Lot 1, according to the Blackridge-Tower Lot subdivision plat, as recorded in Map Book 47, Page 27 in the Office of the Judge of Probate of Shelby County, Alabama.



**Real Estate Sales Validation Form***This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name Blackridge Partners, LLC

Mailing Address 3545 Market Street  
Hoover, AL 35226

Grantee's Name Southern Towers, LP

Mailing Address 620 Cherokee Blvd, Suite 105  
Chattanooga, TN 37405

Property Address Acreage in Shelby County, AL

Date of Sale June 14, 2017

Total Purchase Price \$120,000.00

or Actual Value \$

or Assessor's Market Value \$



Filed and Recorded  
 Official Public Records  
 Judge James W. Fuhrmeister, Probate Judge,  
 County Clerk  
 Shelby County, AL  
 06/15/2017 10:24:14 AM  
 \$147.00 CHERRY  
 20170615000211170

A handwritten signature in black ink, likely belonging to Judge James W. Fuhrmeister.

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one)

|                                     |                   |                          |           |
|-------------------------------------|-------------------|--------------------------|-----------|
| <input type="checkbox"/>            | Bill of Sale      | <input type="checkbox"/> | Appraisal |
| <input type="checkbox"/>            | Sales Contract    | <input type="checkbox"/> | Other     |
| <input checked="" type="checkbox"/> | Closing Statement |                          |           |

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

**Instructions**

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total Purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 §40-22-1 (h).

Date June 14, 2017

Print: Joshua L. Hartman

Unattested

(verified by)

Sign:

(Grantor/Grantee/Owner/Agent) circle one