BOOK 11665 PAGE 290

Site No.: 03976A
Site Name: Nashville, TN

This instrument prepared by
And when recorded return by mail to:

HOLLAND & KNIGHT LLP
2100 Pennsylvania Avenue, N.W.
Suite 400
Washington, D.C. 20037

Attn: Lawrence J. Wolk, Esq.

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99 SEP 17 AM 11:15

TENNESSEE
LIMITED WARRANTY DEED

For and in consideration of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged,

MOTOROLA, INC., a Delaware corporation, the Grantor herein, has as of this day bargained and sold, and does hereby transfer and convey unto the said **PINNACLE TOWERS INC.**, a Delaware corporation, the Grantee herein, its successors and assigns, certain real estate located in Davidson County, described on Schedule A attached hereto, incorporated herein and made a part hereof, together with Grantor's right, title and interest in and to all improvements located upon said real estate (including without limitation any and all communications towers), being the premises reserved by the Grantor by deed dated May 21, 1990, and recorded on May 23, 1990, in Deed Book 8115, Page 15, in the Register's Office for Davidson County, Tennessee, subject to the encumbrances described in Schedule B attached hereto, incorporated herein and made a part hereof.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever; the Grantor covenants that the same is unencumbered, except as set forth above and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but none other.

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Witness my hand as of this 31st day of August, 1999, the corporate party having caused its name to be signed hereto by its duly authorized officers as of and on said day and date.

MOTOROLA, INC., a Delaware corporation

By: _____

Print name: Bob Kell

Title: Corporate Vice President

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State of New York)
) ss.:
County of New York)

Before me, LINDA M. WILKENS, a Notary Public of the State of New York and County of Queens aforesaid, personally appeared Bob Kell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Corporate V.P. of MOTOROLA, INC., the within named bargain or, a corporation, and that Bob Kell as such Corporate V.P. being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Corporate V.P..

Witness my hand and official seal, at New York this 30 day of August 1999.

Linda M. Wilkens
Notary Public, State of New York

My commission expires: Sept. 30, 2000

(Affix Notary's Seal)

LINDA M. WILKENS
Notary Public, State of New York
No. 41-9672455
Qualified in Queens County
Cert. Filed in New York County
Term Expires Sept. 30, ~~1999~~ 2000

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STATE OF TENESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 847,908.00 .

Affiant

Subscribed and sworn to before me this the 16th day of September, 1999.

Notary Public

My commission expires: 1-26-2003
(Affix Seal)

Address new owner as follows:

Pinnacle Towers Inc.
Name

1549 Ringling Boulevard, 3rd Floor
Street Address or Route Number

Sarasota, FL 34236
City, State, Zip

Send Tax Bills To:

Pinnacle Towers Inc.
Name

1549 Ringling Boulevard, 3rd Floor
Street Address or Route Number

Sarasota, FL 34236
City, State, Zip

Map parcel numbers

Map 40-0, Parcel 171

NYC1 #178171 v1

NYC1 #178171 v1

NYC1 #178171 v1

NYC1 #178691 v1

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EXHIBIT "A"

Property Description

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, and being more fully described as follows:

Beginning at an iron pin set in the northerly property line of a tract of land conveyed to Tommy H. Huff, as recorded in Deed Book 4998, page 973, R.O.D.C., Tennessee, said pin being N 84°19'30" W, 668.39 feet from an existing iron pin being northeast corner of Tommy H. Huff by aforesaid conveyance; thence,

1. With said northerly property line, N 84°19'30" W, 51.84 feet to an iron pin set; thence,

2. With a line severing the lands of Tommy H. Huff by deed recorded in Book 7543, page 171, R.O.D.C., Tennessee, N 65°06'10" W, 382.79 feet to an iron pin set in the easterly line of a tract of land conveyed to Bobby Boner by deed recorded in Book 6451, page 109, R.O.D.C., Tennessee; thence,

3. With Boner's easterly line, N 08°59'35" E, 781.27 feet to an existing iron pin, said pin being the southwest corner of a tract of land conveyed to I-24 Northwest Partners by deed recorded in Book 7468, page 944, R.O.D.C., Tennessee; thence,

4. Leaving the easterly line of Boner and with the southerly line of I-24 Northwest Partners, S 81°16'38" E, 999.95 feet to an existing iron pin set; thence,

5. Leaving the said southerly property line and with a line severing the lands of Tommy H. Huff, S 42°08'57" W, a distance of 1060.56 feet to the point of beginning and containing 609,839 square feet or 14.00 acres, more or less.

Being a portion of Parcel 147, on Metropolitan Tax Map 40 and also being a portion of the same property conveyed to Tommy H. Huff by deed recorded in Book 7543, page 171, R.O.D.C., Tennessee.

EXHIBIT "A"
CONTINUED

PROPERTY DESCRIPTION
50-FOOT INGRESS/EGRESS EASEMENT

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee and being more fully described as follows:

Beginning at an iron pin set in the north property line of a tract of land conveyed to Tommy M. Huff as recorded in Deed Book 4998, page 973, R.O.D.C., Tennessee, said pin being N 84° 19' 30" W, 668.39 feet from an existing iron pin being the northeast property corner of Tommy M. Huff by aforesaid conveyance; thence,

1. Leaving said northerly line and with the easterly line of proposed 50-foot ingress/egress easement and a 396.61-feet radius curve to the left, southeasterly a distance of 295.69 feet to an iron pin set, said curve has a chord bearing and distance of S 31° 57' 31" E, 288.70 feet; thence,
2. S 53° 18' 09" E, 203.53 feet to an iron pin set; thence,
3. S 31° 10' 47" W, 23.18 feet to an iron pin set in the north end of a 50-foot radius cul-de-sac of a proposed future right-of-way as shown on an unrecorded plat of the property of Tommy Huff by Nellis S. Petty, dated May 22, 1986; thence,
4. With the north end of said cul-de-sac and a 50-foot radius curve to the left northwesterly a distance of 50.00 feet to an iron pin set; said curve has a chord bearing and distance of N 87° 28' 05" W, 47.94 feet; thence,
5. Leaving said right-of-way line and with the westerly side of a proposed 50-feet ingress/egress easement, N 53° 18' 09" W, 166.09 feet to an iron pin set; thence,
6. With a 446.61-foot radius curve to the right, northwesterly a distance of 347.29 feet to an iron pin set, said curve has a chord bearing and distance of N 31° 01' 32" W, 338.60 feet; thence,
7. With the northerly line of Huff, S 84° 19' 30" E, 51.84 feet to the point of beginning and containing 25,598 square feet or 0.59 of an acre, more or less.

Being a portion of Parcel 91 on Metropolitan Tax Map 40 and also being a portion of the same property conveyed to Tommy M. Huff by deed recorded in Book 4998, page 973, R.O.D.C., Tennessee.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

SCHEDULE B

(i) Materialmen's, mechanics', carriers', workmen's, reparimen's and other like liens arising in the ordinary course of business;

(ii) Liens for current taxes not yet due or payable or any taxes being contested in good faith by Grantor or the party of the first part, as the case may be;

(iii) Any other covenants, conditions and restrictions, of record or otherwise, affecting title to the real estate being conveyed that could not reasonably be expected to result in a material adverse effect on the use or marketability of such real estate; and

(iv) Matters that were caused by Grantee, the party of the second part (as the case may be), or any other party claiming through or on behalf of Grantee or the party of the second part.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

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0636604

REFERENCE

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RECORDED IN THE

CAMT
847908.00
CON TX 3137.26
PRFEE 1.00
WDEED 32.00
CFEE 2.00
TOTAL 3172.26
CHECK 3172.26

09/17/99 01 09:18 0001 9287

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1517248