Please Return to:
Intercounty Clearance Corporation
440 Ninth Avenue
New York, NY 10001-1686

881551

This Document Prepared By and After Recordation, Return To:

Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
Attn: Sander Ash, Esq.

Transfer Tax Due: $ 593.48

STATE OF GEORGIA

COUNTY OF FULTON

TENNESSEE
QUITCLAIM DEED

Instr:200004240040101 Page: 1 OF 8
REC'D FOR REC 04/24/2000 10:56:44AM
RECORD FEE: $35.00
M. TAX: $0.00 T. TAX: $593.37

PEGRAM - TN1150

THIS INDENTURE is made this 28th day of February, 2000 between **AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.,** a Delaware corporation ("Grantor"), and **AMERICAN TOWER MANAGEMENT, INC.,** a Delaware corporation, having as its address c/o American Tower Corporation, 116 Huntington Avenue, Boston, MA 02116 (hereinafter referred to as "Grantee")(the words "Grantor" and "Grantee" to include their respective heirs, successors, legal representatives and assigns where the context permits or requires).

W I T N E S S E T H:

GRANTOR, for and in consideration of the sum of One Hundred Sixty Thousand Three Hundred Seventy AND 46/100 DOLLARS ($160,370.46) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency whereof are hereby acknowledged, does by these presents remise, release and forever quit-claim unto Grantee all of Grantor's right, title and interest in and to:

ALL THE TRACT(S) OR PARCEL(S) OF LAND being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

GRANTOR RESERVES UNTO ITSELF, and excepts from the above conveyance, the easements, rights and privileges hereinafter set forth:

(a) By its acceptance of this Deed, Grantee acknowledges and agrees Grantor has and hereby does reserve an exclusive, perpetual easement and right-of-way (the "Reserved

112 09-C
Davidson, TN
C05026

Easement") for the benefit of Grantor, its Affiliates[8] and its and their respective transferees, successors and assigns, for the purpose of installing, operating, maintaining, repairing, removing and replacing underground telecommunication cables and conduits of Grantor, its Affiliates and its and their respective transferees, successors and assigns, together with manholes, markers and surface testing terminals and any regeneration huts or other above-surface improvements existing upon, over and under the Property as of the date first above written (collectively, the "Easement Area Equipment"), in such locations (the "Easement Area") where (i) the Easement Area Equipment is currently located and with respect to subsurface installations, as is marked by utility installation markers, and (ii) should there be no existing Easement Area Equipment installed on the date hereof, Easement Area Equipment may be installed within an Easement Area, the location of which Grantee may hereafter approve, which approval shall not be unreasonably withheld, conditioned or delayed (taking into account Grantee's then current use of the burdened Property and the reasonable future use thereof). By its acceptance of this Deed, the Grantee acknowledges its intent to find at least one location for the Reserved Easement. Such Easement Area shall be a minimum of sixteen and one-half (16½) feet in width and a maximum of thirty (30) feet in width. Should the Easement Area Equipment now installed (or that initially installed in the future) not encumber the maximum Easement Area, additional Easement Area Equipment may be constructed or installed within such Easement Area and, with respect to any underground cabling, conduits, wires, lines or similar improvements, such additional Easement Area Equipment shall be installed in a line parallel to and equidistant from the first cable laid; provided sufficient area is available for the installation of the additional Easement Area Equipment in the reasonable discretion of Grantee, taking into account Grantee's then current use of the burdened Property and the reasonable future use thereof. Grantor shall install, maintain and replace, as appropriate, surface markers indicating the location of the Easement Area Equipment.

(b) Grantor further reserves the following rights and powers incidental to the Easement Area and the "Temporary Easement Area" (as hereinafter defined):

(i) A non-exclusive temporary right-of-way and easement (the "Temporary Easement") to be used solely for the purpose of installing, repairing, removing or replacing Easement Area Equipment upon a strip of land ten (10) feet wide on either side of the Easement Area (the "Temporary Easement Area"), provided sufficient area is then available for the installation of the additional Easement Area Equipment, taking into account Grantee's then current use of the burdened Property. Subject to the foregoing limitation, Grantor shall be entitled to park its vehicles and store its materials in the Temporary Easement Area in connection with the Grantor's exercising its rights under the Temporary Easement.

---

[8] Affiliates. Shall mean, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first person or entity. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or polices (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

(ii) If the Easement Area or the Temporary Easement Area is not accessible other than by crossing over other portions of the Property, the right of vehicular and pedestrian ingress and egress over such portion of the Property as Grantee shall from time to time designate for such purposes to and from the Easement Area or the Temporary Easement Area, as the case may be, in connection with the exercise of the Temporary Easement rights or the Reserved Easement rights;

(iii) The right to clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of the Easement Area and, in connection with the exercise of the Temporary Easement rights, the surface or subsurface of the Temporary Easement Area.

(c) Except as provided in paragraph (a) above, no excavation, building, structure or obstruction will be constructed, erected, built or permitted in or on the surface of the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area. Provided there is no interference with above ground installations located upon or across the Easement Area, Grantee shall have the right to use the surface of the Easement Area for vehicular and pedestrian ingress and egress, except that such use shall exclude heavy trucks, equipment and construction vehicles which could impair the use of or damage the Easement Area Equipment. Should Grantee or Grantee's designees desire to use a portion of the Easement Area, Grantor shall not unreasonably withhold, delay or condition its consent to a proposed use, taking into account Grantor's existing use and the planned reasonable future use thereof; and provided, further, Grantor may condition its consent to Grantee's use of the Easement Area being subject to the same conditions respecting the use thereof by Grantor as are set forth in subparagraph (e) hereinbelow.

(d) Any party seeking to construct, install or maintain any subsurface installations shall call the appropriate utility line location service (e.g., Miss Dig) to determine the location of any Grantor- or Grantee-installed communications systems and utilities prior to the commencement of any work on the Property.

(e) The foregoing reservations are intended to benefit Grantor, its Affiliates, and its and their respective transferees, successors and assigns, and are subject to the following terms and conditions, each of which shall be binding upon Grantor, its Affiliates, and its transferees, successors and assigns, as the case may be (each of which of the foregoing parties is for the purpose of this subparagraph (e) referred to as a "Beneficiary" or collectively, if applicable, the "Beneficiaries;" and each Beneficiary by its exercising of any right reserved to it hereunder shall have agreed to be bound by the following), and each of which shall be effective only from and after the date hereof:

(i) Except to the extent caused by or resulting from the negligence or willful misconduct of Grantee, from and after the date hereof, the Beneficiaries shall defend, indemnify and hold harmless Grantee, its officers, directors, employees,

partners, tenants, invitees, licensees and contractors from all costs, damages, expenses (including, without limitation, reasonable attorneys' fees and disbursements), foreseen or unforeseen, arising (directly or indirectly) after the date hereof from or in connection with the exercise by any Beneficiary of any right reserved unto the Beneficiaries in this reservation, including, but not limited to, the installation, maintenance, operation, removal, replacement or presence, in each case after the date hereof, of the Easement Area Equipment and other property at the Property, any work or thing done or condition created by Beneficiary after the date hereof at the Property, and any and all costs (including attorneys' fees) of enforcing the terms of subparagraphs (a) through (e) hereof.

(ii) Except in the case of emergency when notice reasonable under the circumstances shall be given and except in the case of normal patrols of the Easement Area for the purpose of observing the presence of surface markers or erosion for which no notice is required, Beneficiary shall give reasonable prior written notice before entering upon the Property. Such notice(s) shall set forth in reasonable detail any and all work and actions to be undertaken in connection with such entry.

(iii) Beneficiary shall not suffer or permit any lien to be filed, or shall promptly bond over such lien, against the Property relating to, or arising out of, work performed or materials supplied by or for Beneficiary after the date hereof.

(iv) All work performed by Beneficiary relating to the Easement shall be reasonably coordinated with Grantee and with other work being performed at the Property (taking into account any emergency conditions which may exist). Beneficiary shall promptly repair any damage to the Property occasioned by its exercise of any of its rights related to the Reserved Easement or the Temporary Easement.

(v) Beneficiary shall secure all necessary licenses, permits and other governmental approvals before performing any work at the Property and shall, from and after the date hereof, comply with all applicable laws governing its use of the Easement Area, and shall carry, if required by applicable law, and cause each of its contractors and subcontractors to carry, workers' compensation insurance in statutory amounts.

(vi) The agreements, easements, covenants, conditions, undertakings, restrictions, rights, privileges made, granted or assumed, or reserved, as the case may be, by Grantee, the Beneficiaries or Grantor, as the case may be, are made not only personally for the benefit of the other parties hereto but also shall run with the land and constitute an equitable servitude on the portion of the land owned by such party appurtenant to the Property, the Easement Area, or the Temporary Easement Area, as the case may be. Any transferee of all or any portion of the Property or all or any portion of the Easement Area or Temporary Easement Area shall be deemed automatically by acceptance of the same, to have assumed all

obligations herein set forth and to have agreed with the party then burdened by the rights herein created and reserved to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the agreements herein set forth, and the transferor shall, upon completion of such transfer involving all of its interest in the Easement Area or the Temporary Easement Area and upon the giving of written notice of such transfer to the other, be relieved of all further liability with respect to the Property, Easement Area and/or the Temporary Easement Area transferred, except liability with respect to matters that may have arisen from and after the date hereof and prior to the date of said transfer. The written notice of transfer shall include the name and address of the transferee.

(vii) If the consolidated net worth of the Beneficiaries who are obligated under the indemnity contained in this subparagraph (e) is at any time less than $100,000,000.00, as determined by generally accepted accounting principles consistently applied, the within reservations shall terminate unless at all times thereafter the Beneficiaries maintain for the benefit of Grantee evidence of insurance reasonably satisfactory to Grantee. In such case, the Beneficiaries shall maintain and deliver from time to time as reasonably requested by Grantee evidence of such insurance reasonably satisfactory to Grantee so long as such party is a Beneficiary of the Easement. By acceptance of this Deed, the Grantee acknowledges that evidence of commercial general liability insurance in the minimum amount of $2,500,000 (as such amount shall be reasonably adjusted from time to time to account for inflation) shall be a reasonable amount of commercial general liability insurance acceptable to Grantee. Unless the stock of Beneficiary or, if Beneficiary is a subsidiary of the Grantor, the stock of its parent company shall then be publicly traded, Beneficiary shall provide evidence of its net worth to Grantee from time to time upon Grantee's request.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

AT&T Communications of the South Central States, Inc., a Delaware corporation

By: R S Adler

Richard S. Adler

MANAGER, AT&T CORP., GLOBAL REAL ESTATE

STATE OF GEORGIA

COUNTY OF FULTON

Before me, Virginia N. Goss, of the State and County aforesaid, personally appeared Richard S. Adler with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the

MANAGER, AT&T CORP., GLOBAL REAL ESTATE

, having authority delegated by AT&T Communications of the South Central States, Inc.; and that he/she, on behalf of said entity executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, this 28th day of Feb., 2000.

Virginia N. Goss

NOTARY PUBLIC

My Commission Expires: Notary Public, Rockdale County, Georgia. My Commission Expires Sept. 1, 2002.

(NOTARY SEAL)

Address of Grantee and
Send Tax Bills To:
American Tower Management, Inc.
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116

Map Parcel Number(s):
113/05.01

This is (X) improved ( ) unimproved property known as:
1.72 acres, 8th Civil District, Davidson County, Tennessee

I hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transaction is: $160,370.46

Affiant | Sue B. Chapman Asst. Secretary

Subscribed and sworn to before me this the 28th day of February, 2000

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

MARY K. FIELDS NOTARY PUBLIC GEORGIA EXPIRES OCT. 2, 2003 COBB COUNTY

SITE NAME: PEGRAM, TN

GLC: TN1150

LINE NO.: A 1390

EXHIBIT "A"

LEGAL DESCRIPTION

Lying in the Eighth Civil District of Davidson County, Tennessee, and described as follows, to-wit:

BEGINNING at the top of an iron pipe South 85° 46' East 282.80 feet and North 38° 27' West 144.62 feet from the Northwest corner of now or formerly Chester Duffield property; thence North 43° 29' West 250 feet; thence North 46° 31' East 300 feet to the top of an iron pipe; thence South 43° 29' East 250 feet to the top of an iron pipe; thence South 46° 31' West 300 feet to the beginning, containing 1.72 acres, more or less.

Being the same property described in Deed dated December 2, 1983, from South Central Bell Telephone Company to AT&T Communications of the South Central States, Inc., recorded in Deed book 6209, page 259, records of Davidson County, Tennessee.