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 Book DE 2400 Page 2519-2536

January 31, 2012 11:18 26 AM
 Rec \$24 00 Cnty Tax \$0 00 State Tax \$0.00

FILED IN GREENVILLE COUNTY, SC

Prepared by and Return to:
 SBA Network Services, Inc.
 Attn: Lisa Nuccio
 5900 Broken Sound Parkway, NW
 Boca Raton, FL 33487
 561.226-9310

01-12009511-012
 STATE OF SOUTH CAROLINA

[Recorder's Use Above This Line]

COUNTY OF GREENVILLE

Tax ID Number:

WHEN RECORDED RETURN TO:
 OLD REPUBLIC TITLE
 ATTN: POST CLOSING
 530 SOUTH MAIN STREET
 SUITE 1031
 AKRON, OH 44311

EASEMENT AGREEMENT

By and between (1) Clyde David Jenkins III and Susan Jenkins, as Successor Co-Trustees under the Will of Clyde D. Jenkins a/k/a Clyde D. Jenkins, Jr. as to Deed Book 2393 Page 5876; and (2) Clyde Jenkins Family Limited Partnership, L.P., by Susan Jenkins and Clyde David Jenkins III, as Successor Co-Trustees of the Trust Under Will of Clyde D. Jenkins by Assignment of Partnership Interest filed September 15, 2011 in Probate Court of Greenville County, South Carolina as to Deed Book 2349, Page 1053, Public Records of Greenville County, South Carolina (collectively, "Grantor") with an address of 3804 Ford Shoals Road, Simpsonville, SC 29680-6910

CF JS

and

SBA Land, LLC, a Delaware limited liability company ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487.

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: *CF JS*

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of January 20, 2012, by and between (1) Clyde David Jenkins III and Susan Jenkins, as Successor Co-Trustees under the Will of Clyde D. Jenkins a/k/a Clyde D. Jenkins, Jr. as to Deed Book 2393 Page 5876; and (2) Clyde Jenkins Family Limited Partnership, L.P., by Susan Jenkins and Clyde David Jenkins III, as Successor Co-Trustees of the Trust Under Will of Clyde D. Jenkins by Assignment of Partnership Interest filed September 15, 2011 in Probate Court of Greenville County, South Carolina as to Deed Book 2349, Page 1053, Public Records of Greenville County, South Carolina (collectively, "Grantor") with an address of 3804 Fork Shoals Road, Simpsonville, SC 29680-6910 and SBA Land, LLC, a Delaware limited liability company, with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on Exhibit 'A' attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Easements. Grantee, upon abandonment of this Agreement, shall, within one hundred twenty (120) days, remove all improvements, fixtures, and personal property constructed or installed on the Easement Premises by Grantee and restore the Easement Premises to substantially the same condition prior to the construction of the tower, wear and tear excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires. All costs to restore the property are to be the responsibility of Grantee.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestrictive right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use the Exclusive Easement, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee shall pay all real property taxes and all other fees and assessments attributable to the portion of the Premises underlying the Easements ("Easement Parcel") within 30 days following receipt of a paid tax bill for the Premises. If the Easement Parcel is part of a larger tract and the county does not value the Easement Parcel separately, then the taxes will be prorated based on acreage. Grantee also hereby agrees to pay any increase in real property taxes levied against the Premises which are attributable to Grantee's use of the Easements (including taxes attributable to periods prior to the date of this Agreement such as roll-back or greenbelt assessments)

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Seller has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has complied with all environmental, health and safety laws with respect to the Premises. Grantee will comply with all environmental, health and safety laws with respect to the Easement Parcel hereafter.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and

from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Exclusive Easement described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of 90 days after receipt of written notice

from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by Grantee's mortgagee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: c/o Clyde Jenkins
3804 Fork Shoals Road
Simpsonville, SC 29680

To Grantee: SBA Land, LLC
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby

covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limited the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain lease, dated January 18, 2002, originally by and between Clyde D. Jenkins, Jr., as Lessor and National Wireless Construction, LLC, as Lessee, and assigned to SBA Towers, LLC, as amended and assigned from time to time (collectively, the "Lease"). Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period; Default. No party to the Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate the Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to

the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises to secure Grantor's obligation to repay such amounts to Grantee.

27. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

**Will of Clyde D. Jenkins, a/k/a
Clyde D. Jenkins, Jr., deceased**

Sharon S. Clanning
Print Name: Sharon S. Clanning

By: *Clyde David Jenkins III*
Clyde David Jenkins III,
Successor Co-Trustee

Stanley E. McLeod
Print Name: Stanley E. McLeod

State of South Carolina)
County of Greenville) ss.

I, Stanley E. McLeod, a Notary Public for the State of South Carolina, do hereby certify that Clyde David Jenkins III, as Successor Co-Trustee under the Will of Clyde D. Jenkins, a/k/a Clyde D. Jenkins, Jr., deceased, personally appeared before me this 19 day of January, 2012, and acknowledged the due execution of the foregoing instrument.

Stanley E. McLeod
Notary Public SC
Print Name: Stanley E. McLeod
My Commission Expires: March 23, 2015

(NOTARY SEAL)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

Will of Clyde D. Jenkins, a/k/a
Clyde D. Jenkins, Jr., deceased

Sharon S. Cunningham
Print Name: Sharon S. Cunningham

By: *Susan Jenkins*
Susan Jenkins,
Successor Co-Trustee

Stanley E. McLeod
Print Name: Stanley E. McLeod


State of South Carolina)
County of Greenville) ss.

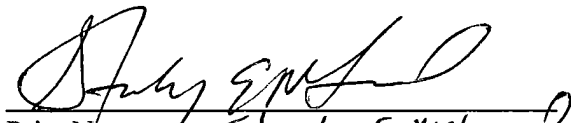
I, *Stanley E. McLeod*, a Notary Public for the State of South Carolina, do hereby certify that Susan Jenkins, as Successor Co-Trustee under the Will of Clyde D. Jenkins, a/k/a Clyde D. Jenkins, Jr., deceased, personally appeared before me this 19 day of January, 2012, and acknowledged the due execution of the foregoing instrument.

Stanley E. McLeod
Notary Public S.C.
Print Name: Stanley E. McLeod
My Commission Expires: March 23, 2015

(NOTARY SEAL)

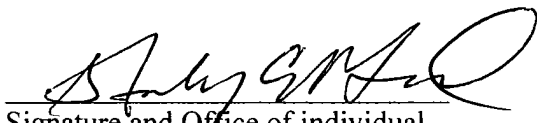
WITNESSES:


Print Name: Shara S. Cunningham

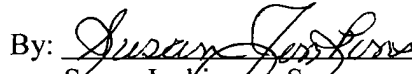

Print Name: Stanley E. McLeod

State of South Carolina)
County of Greenville) ss.

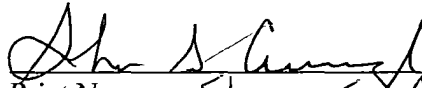
On the 19 day of January in the year 2012 before me, the undersigned, personally appeared **SUSAN JENKINS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, executed the instrument.

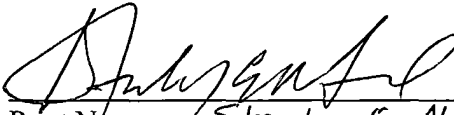

Signature and Office of individual
taking acknowledgment
Stanley E. McLeod

**GRANTOR:
CLYDE JENKINS FAMILY LIMITED
PARTNERSHIP, L.P.**

By: 
Susan Jenkins, as Successor Co-Trustee
of the Trust under Will of Clyde D.
Jenkins by Assignment of Partnership
Interest Filed 9/15/2011 in Probate
Court as to Deed Book 2349, Page 1053

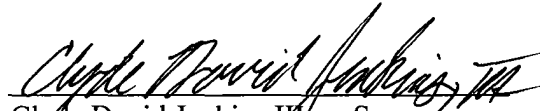
WITNESSES:


Print Name: Sharon S. Curriagh


Print Name: Stanley E. McLeod

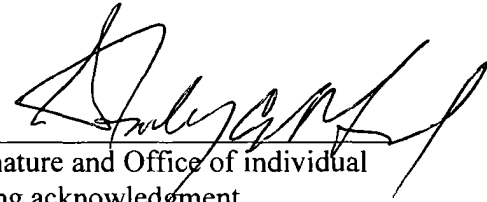
GRANTOR:

CLYDE JENKINS FAMILY LIMITED PARTNERSHIP, L.P.

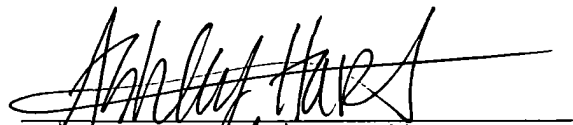
By: 
Clyde David Jenkins III, as Successor Co-Trustee of the Trust under Will of Clyde D. Jenkins by Assignment of Partnership Interest Filed 9/15/2011 in Probate Court as to Deed Book 2349, Page 1053

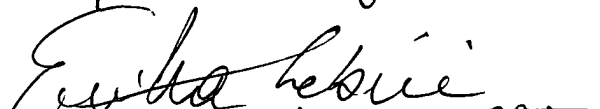
State of South Carolina
County of Greenville) ss.

On the 19 day of January in the year 2012 before me, the undersigned, personally appeared **CLYDE DAVID JENKINS III**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, executed the instrument.


Signature and Office of individual taking acknowledgment
Stanley E. McLeod

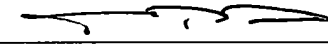
WITNESSES:


Print Name: Ashley Hart


Print Name: ERIKA LEBRUNI

GRANTEE:


SBA Land, LLC, a Delaware limited liability company

By: 
Thomas P. Hunt
Senior Vice President & General Counsel

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me January 20, 2012 by Thomas P. Hunt, the Senior Vice President & General Counsel of SBA Land, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

(NOTARY SEAL)


Notary Public
Print Name: LISA M. NUCCIO
My Commission Expires: 11/19/2013

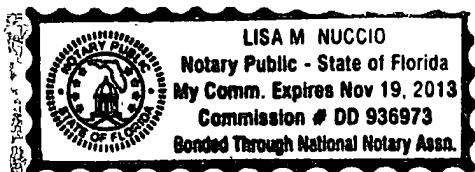


EXHIBIT 'A'

Premises

**PARCEL 3:
Cell Tower Compound Area**

All that certain piece, parcel or lot of land commencing at a set iron pin, said pin being located on the southern right-of-way line of South Carolina Highway #418, and being located +/- 607 feet southwest of the intersection of South Carolina Highway #418 and Fork Shoals Road; thence N65°57'28"E a distance of 20.00 feet to a point; thence leaving said right-of-way line S24°02'32"E a distance of 15.48 feet to a point; thence N65°55'22"E a distance of 5.56 feet to a set iron pin, said pin being the western most corner of the leased compound area described herein, and also being the point of beginning; thence N65°55'22"E a distance of 85.00 feet to a set iron pin; thence S24°04'38"E distance of 85.00 feet to a set iron pin; thence S65°55'22"W a distance of 85.00 feet to a set iron pin; thence N24°04'38"W a distance of 85.00 feet to the point of beginning, and containing 7225.0 square feet, more or less.

EXHIBIT 'B'

Exclusive Easement

A lease area situated in the Township of Oaklawn, County of Greenville, State of South Carolina, and known as being a 7,240 sq. ft. lease area over and upon the lands described in deed to Clyde David Jenkins III and Susan Jenkins, as Successor Co-Trustees under Will of Clyde D. Jenkins a/k/a Clyde D. Jenkins, Jr. as recorded in Deed Book 2393, Page 5876, of the aforesaid County Records of Deeds and being further described as follows:

Commencing at the Northeast corner of said described lands, said corner being a point of intersection with the Southeasterly right-of-way line of Highway 418; Thence, run S65°43'46"W, along said Southeasterly right-of-way line, a distance of 478.76 feet; Thence, leaving said Southeasterly right-of-way line, run S24°17'58"E, a distance of 15.54 feet; Thence, N65°26'15"E, a distance of 5.62 feet to the place of beginning;

Thence, N65°45'57"E, a distance of 85.48 feet to a found 1" crimp top iron pipe; Thence, S24°01'36"E, a distance of 85.10 feet to a found 1" crimp top iron pipe; Thence, S66°00'14"W, a distance of 85.02 feet to a found 1" crimp top iron pipe; Thence, N24°20'26"W, a distance of 84.75 feet to the place of beginning. Said lease area encumbering 7,240 square feet (0.1662 Acres ±).

EXHIBIT 'C'

Access and Utility Easement

An access and utility easement situated in the Township of Oaklawn, County of Greenville, State of South Carolina, and known as being a 1,339 sq. ft. access and utility easement over and upon the lands described in deed to Clyde Jenkins Family Limited Partnership, L.P., by Susan Jenkins and Clyde David Jenkins, III as Successor Co-Trustees of the Trust under Will of Clyde D. Jenkins, as recorded in Deed Book 2349, Page 1053, of the aforesaid County Records of Deeds and being further described as follows:

Commencing at the Northeast corner of said described lands, said corner being a point of intersection with the Southeasterly right-of-way line of Highway 418; Thence, run S65°43'46"W, along said Southeasterly right-of-way line, a distance of 478.76 feet to the place of beginning;

Thence, leaving said Southeasterly right-of-way line, run S24°17'58"E, a distance of 15.54 feet; Thence, N65°26'15"E, a distance of 5.62 feet; Thence S24°20'26"E, a distance of 40.00 feet; Thence, S65°45'59"W, a distance of 25.79 feet; Thence, N24°09'46"W, a distance of 55.49 feet to a point of intersection with the said Southeasterly right-of-way line; Thence, N65°43'46"E, along said Southeasterly right-of-way line, a distance of 20.01 feet to the place of beginning. Said access and utility easement encumbering 1,339 square feet (0.0307 Acres ±).

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
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January 31, 2012 11 18.26 AM

Timothy J. Manning