

**MASTER BILL OF SALE, ASSIGNMENT AND ASSUMPTION
NON-STANDARD AGREEMENT BK:RE 2596
DOCUMENT PG:2742-2763**

This Master Bill of Sale, Assignment, and Assumption Agreement ("Bill of Sale") is entered into as of June 30, 2005, by and between **AWS NETWORK NEWCO, LLC**, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC and AT&T Wireless PCS, Inc., with an address of 1100 Cassatt Road, Berwyn, PA 19312 ("Seller"), and **GLOBAL SIGNAL ACQUISITIONS LLC**, a Delaware limited liability company, with an address of 301 N. Cattleman Road, Sarasota, FL 34232 ("Purchaser"), pursuant to the Asset Purchase Agreement dated as of March 18, 2005, between Purchaser and Seller (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.



Seller desires to assign, transfer, convey and deliver to Purchaser all right, title and interest of Seller in and to the Purchased Assets (as defined below) in accordance with the terms of the Purchase Agreement. The Purchase Agreement also provides for certain representations and warranties of the Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed.

2005057389 00027

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller hereby assigns, transfers, conveys, sells and delivers to Purchaser, its successors and assigns, each and all of the Tower Assets (as such term is defined in the Purchase Agreement) related to the Sites described on the list attached hereto and made a part hereof as Exhibit "A" (the "**Purchased Assets**"), intending hereby to convey all of the right, title and interest of Seller therein.

(b) TO HAVE AND TO HOLD the Purchased Assets unto Purchaser and its successors and assigns forever, to its and their own use and benefit. Seller does hereby bind itself and its successors and assigns to warrant and forever defend title to the Purchased Assets unto Purchaser and its successors and assigns against every person whomsoever claiming or to claim the same or any part thereof.

(c) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect and receive for the account of Purchaser all of the Purchased Assets; to institute or prosecute, in the name of Seller or otherwise, all proceedings that Purchaser may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Purchased Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.

(DULL, 3022720) (EBERT, 3022704) (NORTH 421, 3022695) (PFAFFTOWN, 3022744)
(SEGE GARDEN, 3022641) (WAUGHTOWN, 3022644)

FORSYTH CO, NC FEE \$77.00
NON-STANDARD DOC FEE \$25.00
PRESENTED & RECORDED:
08-31-2005 09:53 AM
DICKIE C WOOD
REGISTER OF DEEDS
By: PATSY RUTH DAVIS DPTY

ENVELOPE

Hand America Financial Group, Inc
Commercial Lender Service - Arboretum
9011 Arboretum Pkwy Ste 300
Richmond, VA 23235

2. Purchaser hereby assumes and agrees to perform, discharge and satisfy, to discharge in accordance with the terms thereof each of the Assumed Obligations (as such term is defined in the Purchase Agreement) related to the Purchased Assets. Nothing contained in this Bill of Sale shall require Purchaser to perform, pay or discharge any obligations assumed hereunder as long as Purchaser in good faith shall contest the amount or validity thereof. Other than as specifically stated in this Bill of Sale or in the Purchase Agreement, Purchaser assumes no obligations of Seller.

3. Seller hereby covenants and agrees with Purchaser, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Purchaser, its successors and assigns, all such further acts, instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be necessary for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Purchaser, its successors and assigns, any or all of the Purchased Assets.

4. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

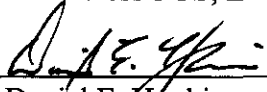
5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

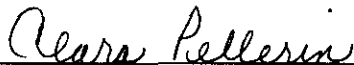
AWS NETWORK NEWCO, LLC, successor in interest
to AT&T Wireless PCS, LLC and AT&T Wireless PCS, Inc.

By: 
Name: Daniel E. Hopkins
Title: Senior Vice President of Finance and Treasurer

Signed, sealed and delivered in the
presence of:

Witness:

Print Name: Michael Kerin

Witness:

Print Name: Clara Pellerin

STATE OF Pennsylvania
 COUNTY OF Philadelphia

On 6 / 28 /05, before me, the undersigned officer, personally appeared Daniel E. Hopkins, who acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the Senior Vice President of Finance and Treasurer of AWS Network Newco, LLC, being duly authorized to do so pursuant to its operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such Senior Vice President of Finance and Treasurer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC.

WITNESS my hand and official seal.

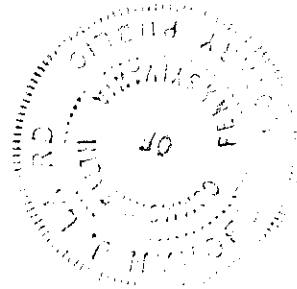

 NOTARY PUBLIC (SEAL)

My commission expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
 Deborah J. Laird, Notary Public
 City of Philadelphia, Philadelphia County
 My Commission Expires June 2, 2007

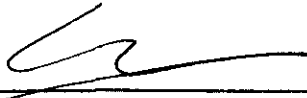
Member, Pennsylvania Association of Notaries



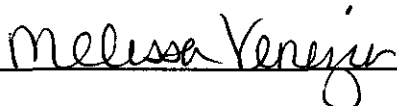
IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

PURCHASER:

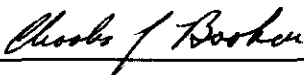
GLOBAL SIGNAL ACQUISITIONS LLC

By:  
Name: Greerson G. McMullen
Title: Executive Vice President, General Counsel and Secretary

Witness:


Print Name: Melissa Venezia

Witness:


Print Name: Charles Joseph Booker

County of Sarasota, State of Florida:

Multistate Limited Liability Company Acknowledgment:

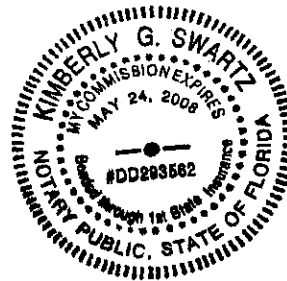
On 6/27/05, before me, the undersigned officer, personally appeared Greerson G. McMullen, who acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the Executive Vice President, General Counsel and Secretary of Global Signal Acquisitions LLC, being duly authorized to do so pursuant to its operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such Executive Vice President, General Counsel and Secretary as his free and voluntary act and deed and the free and voluntary act and deed of said LLC.

If this instrument was executed in NY and affects real property outside NY, the following is the prescribed NY statutory form of acknowledgment and is supplemental to the foregoing acknowledgment, OR if this instrument was executed in NY and affects real property in NY, the following is the prescribed NY statutory form of acknowledgment and supercedes the foregoing acknowledgment:

On ____/____/05, before me, the undersigned, a Notary Public in and for said State, personally appeared Greerson G. McMullen, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

Kimberly G Swartz
Notary Public
My commission expires: 5/24/08



STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Deborah J. Lloyd
Kimberly G. Swartz NP(s)
is certified to be correct at the date of recording shown on the first page thereof.
Dickie C. Wood, Register of Deeds by: Deborah J. Lloyd Deputy Asst.

EXHIBIT "A"**TOWER ASSETS**

Forsyth County, NC

<u>Site Name</u>	<u>Tower Number</u>	<u>Title Reference Number</u>
Dull	3022720	10651190
Ebert	3022704	10651191
North 421	3022695	10651192
Pfafftown	3022744	10651193
Sedge Garden	3022641	10651194
Waughtown	3022644	10651196

(DULL, 3022720) (EBERT, 3022704) (NORTH 421, 3022695) (PFAFFTOWN, 3022744)
(SEGE GARDEN, 3022641) (WAUGHTOWN, 3022644)

Schedule 1 (one)

Connection Number 10651190

A lease by and between Alden Dull and Anna Frances Morgan Dull, as lessor ("Lessor"), and AT&T Wireless PCS, LLC, as lessee ("Lessee") as evidenced by a(n) Memorandum of Lease recorded 8/11/2003 in Book 2386, Page 2792, affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A

Legal Description Beginning at a point in the center of a farm road, said point being in the south line of Clyde T. Hartgrove and the northeast corner of Dewey Moore's Lot No. 1, of the Julius M. griffin land as divided and allotted to Mabel Griffin Lawson in 1946, and runs with Hartgrove's line south 89 degrees 40 minutes east 1400 feet to an iron stake and a corner in the Hartgrove tract; thence south 2 degrees 30 minutes west 478 feet to an iron stake another corner in the Hartgrove tract; thence south 89 degrees 40 minutes east 340 feet to an iron stake a corner in Lot No. 4; thence south 353 feet to an iron stake west 1800 feet to an iron stake on the west side of said farm road; thence north 16 degrees 22 minutes east 350 feet to an iron stake on the east side of said farm road, and the northeast corner of Lot No. 3; thence north 2 degrees 08 minutes west 500 feet to the point of beginning, containing 29.27 acres, more or less and being Lot No. "Dower" shown on a blue print made by W.E. Tuttle, Surveyor, in 1946, in the division of the Julius M. Griffin, dec. lands, as divided by agreement among his widow and children, and being the DOWER assigned to Emma Tatum Griffin, his widow, and who is now deceased. See blue print recorded in Forsyth County in Book 13, page 125, and also Tax Map Bethania Township, Block 4952, Lot No. 1. See also Dowery deed recorded in Book 559, page 472, grantors are all the heirs at law of said Julius M. Griffin, and Emma Tatum Griffin-both deceased.

Tax ID: 6920-67-6807

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10651190

Schedule 1 (one)

Connection Number 10651191

A lease by and between Falcon Pointe Limited Partnership, as lessor ("Lessor"), and At&T Wireless PCS, Inc., as lessee ("Lessee") as evidenced by a(n) Memorandum of Lease and Easement Agreement recorded 9/9/1997 in Book 1963, Page 2984, affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A

Legal Description The lease being a portion of the below described parent tract:

Two tracts or parcels of land in Forsyth County, North Carolina, in Southfork Township, and described as follows:

All those certain tracts of parcels of land located at the intersection of Penny Lane and Falcon Point Drive, one tract containing 4.7624 acres, and one tract containing 13.7113 acres, all as more fully shown on a "Map for Falcon Point Phase One" prepared by Richard Howard, dated June 19, 186, and recorded in Plat Book 31, Page 39, in the offices of the Register of Deeds for Forsyth County, North Carolina.

Tax ID: 6824-01-9678

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10651191

Schedule 1 (one)

Connection Number 10651192

A lease by and between Sessions Specialty Co., as lessor ("Lessor"), and AT&T Wireless PCS, Inc., as lessee ("Lessee") as evidenced by a(n) Memorandum of Lease and Easement Agreement recorded 3/12/1999 in Book 2056, Page 1526-1544, affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A**Legal Description LEASE AREA**

Being a 342 square foot lease area from the property of Sessions Specialty Company described in Deed Book 1861, Page 430 recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, said lease area being more particularly described as follows:

Beginning at a PK nail set, said PK nail being located in three (3) following courses and distances from an existing iron pipe marking the northeast corner of the property of Sessions Specialty Company described in Deed Book 1861, Page 430, said iron pipe having North Carolina State Plane Coordinate NAD 83 values of North 259163.508 meters and East 484850.462 meters (based on NCGS monument "Yellow"); (1) South $44^{\circ}49'33''$ West 190.64 feet, (2) South $03^{\circ}29'50''$ West 12.50 feet and (3) North $86^{\circ}30'10''$ West 37.50 feet and running thence from said Beginning point North $86^{\circ}30'10''$ West 12.00 feet to the eastern wall of an existing building; thence with said eastern wall North $03^{\circ}29'50''$ East 28.50 feet; thence leaving said eastern wall South $86^{\circ}30'10''$ East 12.00 feet to a PK nail set; thence South $03^{\circ}29'50''$ West 28.50 feet to the point and place of Beginning.

Bearings in this description are based on the North Carolina State Plane Coordinates of North Carolina Geodetic Survey control monuments "Yellow" (NAD 83 values of North 259056.547 meters and East 484526.283 meters) and "Holton" (NAD 83 values of North 258870.105 meters and East 484436.485 meters).

This description is taken from plans for AT & T Wireless Services WS014.4 North 421 Site prepared by Anderson & Associates, Inc., dated 8/27/97 and being Document Number 13917-004.

ACCESS AND UTILITY EASEMENT

Being a 25 foot wide access and utility easement containing 19,259 square feet +/- from the property of Sessions Specialty Company described in Deed Book 1861, Page 430 recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, the centerline of said easement being more particularly described as follows:

Beginning at a point in the eastern right of way line of Styers Ferry Road (SR 1103), said point being located South $38^{\circ}07'30''$ West 41.64 feet from an existing iron pipe marking the northwest corner of the property of Sessions Specialty Company described in Deed Book 1861, Page 430 and running thence from said Beginning point South $51^{\circ}52'30''$ East 16.00 feet to a point; thence South $70^{\circ}00'00''$ East 50.00 feet to a point; thence South $80^{\circ}00'00''$ East 88.08 feet to a point; thence South $71^{\circ}49'53''$ East 100.00 feet to a point; thence South $71^{\circ}00'00''$ East 315.00 feet to a point; thence South $30^{\circ}00'00''$ East 84.56 feet to a point; thence South $03^{\circ}29'05''$ West 91.73 feet to a point; thence South

86°30'10" East 25.00 feet to a point, said point being located the two (2) following courses and distances from a PK nail set marking the southeast corner of the proposed lease area being conveyed to AT&T Wireless Services: (1) South 86°30'10" East 37.50 feet and (2) North 03°29'50" East 12.50 feet, said point also being located South 44°49'33" West 190.64 feet from an existing iron pipe marking the northeast corner of said Sessions Specialty Company property, said iron pipe having North Carolina State Plane Coordinate NAD 83 values North 259163.508 meters and East 484850.462 meters (based on NCGS monument "Yellow").

Bearings in this description are based on the North Carolina State Plane Coordinates of North Carolina Geodetic Survey control monuments "Yellow" (NAD 83 values of North 259056.547 meters and East 484526.283 meters) and "Holton" (NAD 83 values of North 258870.105 meters and East 484436.485 meters).

This description is taken from plans for AT & T Wireless Services WS014.4 North 421 Site prepared by Anderson & Associates, Inc., dated 8/27/97 and being Document Number 13917-004.

UTILITY EASEMENT

Being a 120 square foot utility easement from the property of Sessions Specialty Company described in Deed Book 1861, Page 430 recorded in the Office of the Register of Deeds of Forsyth County, North Carolina, said easement being more particularly described as follows:

Beginning at a PK nail set marking the northeast corner of the proposed lease area being conveyed to AT&T Wireless Services, said PK nail being located in the four (4) following courses and distances from an existing iron pipe marking the northeast corner of the property of Sessions Specialty Company described in Deed Book 1861, Page 430, said iron pipe having North Carolina State Plane Coordinate NAD 83 values of North 259163.508 meters and East 484850.462 meters (based on NCGS monument "Yellow"): (1) South 44°49'33" West 190.64 feet, (2) South 03°29'50" West 12.50 feet, (3) North 86°30'10" West 37.50 feet and (4) North 03°29'50" East 28.50 feet and running thence from said Beginning point North 86°30'10" West 12.00 feet to the eastern wall of an existing building; thence with said eastern wall North 03°29'50" East 10.00 feet; thence leaving said eastern wall South 86°30'10" East 12.00 feet to a point; thence South 03°29'50" West 10.00 feet to the point and place of Beginning.

Bearings in this description are based on the North Carolina State Plane Coordinates of North Carolina Geodetic Survey control monuments "Yellow" (NAD 83 values of North 259056.547 meters and East 484526.283 meters) and "Holton" (NAD 83 values of North 258870.105 meters and East 484436.485 meters).

This description is taken from plans for AT & T Wireless Services WS014.4 North 421 Site prepared by Anderson & Associates, Inc., dated 8/27/97 and being Document Number 13917-004.

Tax ID: 5895-00-2181

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10651192

Schedule 1 (one)

Connection Number 10651193

A lease by and between Grandview Incorporated, Irene F. Gambill and Pfafftown Center, Inc., as lessor ("Lessor"), and AT&T Wireless PCS, LLC, as lessee ("Lessee") as evidenced by a(n) Memorandum of Lease recorded 9/10/1997 in Book 1963, page 3834, affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A**Legal Description Legal Description****Lease Parcel**

Beginning at a point located within the property of Grandview, Inc., recorded in Deed Book 1895, Page 545, and being located N.55 deg 40 min 58 sec west 82311 feet from North Carolina Grid System Control Monument "Livengood", Having grid coordinates of N877,424.992, and East 1,599,162.93. Running thence from said beginning point S85 deg 08 min 12 west 50.00 feet to a point; thence N04 deg 13 min 23 sec west 50.00 feet to a point; thence N85 deg 08 min 12 sec east 50.00 feet to a point; thence S04 deg 13 min 23 sec east 50.00 feet to the point and place of beginning. Containing 2,500 sq. ft., more or less.

Ingress and Egress for Lease Parcel

Beginning at an existing iron rod located in the Northern right of way of Yadkinville road, S.R. 1525, and being S80 deg 30 min 24 sec west 111.92 feet from and existing iron rod located in the southeast corner of the Iron Fowler Gambill Property as recorded in Deed Book 1304, Page 1121, and further described as the south west corner of the Granview Plaza Assoc. property as recorded in Deed Book 1891, Page 2845. Running thence with said right of way S80 deg 49 min 04 sec west 25.87 feet to a point; thence the following four courses and distances within the land of Grandview, Inc. N04 deg 15 min 59 sec west 173.47 feet to a point; thence N29 deg 50 min 19 sec east 133.06 feet to a point; thence N04 deg 12 min 36 sec west 180.09 feet to a point; thence N40 deg 01 min 38 sec west 77.40 feet to a point in the southern line of lease parcel WS018, said point being N85 deg 08 min 12 sec east 9.71 feet from said lease parcels southwest corner; thence with said lease parcels southern line N85 deg 08 min 12 sec east 30.58 feet to a point; thence S40 deg 01 min 38 sec east 59.32 feet to a point in the eastern line of the Grandview, Inc. property as recorded in Deed Book 1895, Page 545; thence with said eastern line S04 deg 12 min 36 sec east 200.34 feet to a point; thence A. 26 deg 50 min 19 sec west 123.35 feet to a point; thence S04 deg 32 min 06 sec east 164.29 feet to the point and place of beginning as surveyed by Larry T. Callahan Surveying Co., Inc. on November 19th, 1996. Job No.8663-1.

Tax ID: Tax Lot 138, Tax Lot 137, Tax Lot 401C

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10651193

Schedule 1 (one)

Connection Number 10651194

A lease by and between Lawrence E. Pope and Frances W. Pope, as lessor ("Lessor"), and AT&T Wireless PCS, LLC, as lessee ("Lessee") as evidenced by a(n) Memorandum of Lease recorded , in Book Page, affecting land described in attached legal description.

↑
recorded immediately preceding

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A

Legal Description Leased premises being a portion of the parent tract described as follows:

Tract 1:

Lot 8J, Block 5634

Being Lot 8 of the J.W. Smith Estate homeplace, as recorded in Plat Book 1, page 52 and 53, in the Office of the Clerk of the Superior Court of Forsyth County, North Carolina.

Lot 25B, Block 5634

Lot No. 3: Beginning at a point, an iron, in the northern right of way line of North Carolina Highway No. 150, the southeast corner of Tract No. 3 of the Julius A. Lowe Estate, proceeding with the right of way line South 68° West 188.2 feet to an iron; thence North $02^{\circ}35'$ West 216 feet to an iron; thence North $62^{\circ}05'$ East 165.75 feet to an iron; thence along the Sedgemark School property line South $19^{\circ}55'$ East 123.6 feet to an iron; thence South $71^{\circ}27'$ West 15 feet to an iron; thence along the Ira Motsinger property line South $5^{\circ}45'$ East 101.6 feet to an iron, the point and place of beginning.

These lots were part of the Julius A. Lowe Estate; see Special Proceeding No. 3952, Office of the Clerk of Superior Court of Forsyth County.

Tract 2:

Lot 064, Block 2133

Beginning at an iron stake on the Southeast side of Harmon Street, said stake being at the Southwest corner of Lot No. 64 on the hereinafter mentioned map, and running thence along the Southeast side of Harmon Street North 31° East 204.5 feet to an iron stake, intersection of Harmon and Railroad Streets; thence along the Southwest side of Railroad Street South 28° East 192.9 feet to an iron stake; thence South 31° West 109 feet to an iron stake; thence Northwestwardly 155.9 feet to an iron stake on the Southeast side of Harmon Street, the place of beginning.

Tax ID: Block 5634, Lot 020B

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10651194

Schedule 1 (one)

Connection Number 10651196

A lease by and between Sarah W. Swaim and Charles Edward Swaim, as lessor ("Lessor"), and AT&T Wireless PCS, Inc., as lessee ("Lessee") as evidenced by a(n) Memorandum of Lease recorded 8/2/1997 in Book 1949, page 2395, affecting land described in attached legal description.

[EXHIBIT A (LEGAL DESCRIPTION) CONTINUED ON NEXT PAGE]

Exhibit A

Legal Description Being a 4,727 square foot lease area from the property of Sarah W. Swaim and husband Charles E. Swaim conveyed by Estate File 75E1135 on file at the office of the Clerk of Superior Court of Forsyth County, North Carolina and being the property described in Deed Book 524, Page 91 and Deed Book 562, Page 439 recorded in the Office of the Register of Deeds of Forsyth County and being more particularly described as follows:

Beginning at a rebar set in the northern line of property of Sarah W Swaim and husband Charles E. Swaim described in deed Book 524, Page 91 and being the northeastern terminus of an access and utilities easement to be conveyed to AT&T Wireless Services, said rebar being located the three (3) following courses and distances from an existing iron pipe located at the northeastern right of way intersection of Pleasant and Waughtown Streets, said iron also being the southwestern corner of said Swaim property, said iron having North Carolina State Plane Coordinate NAD 83 (Preliminary) Values of North 257893.713 meters and east 500912.192 meters (based on NCGS Monument "W26 Baptist"); (10) with the eastern right of way line of Pleasant Street North 02 deg 47 min 33 sec west 135.84 feet, (2) continuing with said right of way north 02 deg 47 min 33 sec west 26.36 feet to a point, the northwestern property corner of said Swaims, and (3) leaving said right of way with Swaim's northern line North 87 deg 02 min 09 sec east 16.34 feet to a rebar set; and running thence and continuing with said Swaim's northern line North 87 deg 02 min 09 sec east 16.34 feet to an existing rebar, Swaim's northeastern corner as described in deed Book 524, Page 91 and the northwestern corner as described in Deed book 562, Page 439; thence continuing with Swaim's northern line North 80 deg 06 min 20 sec east 17.42 to an existing rebar; thence continuing with a western line of Swaim's North 00 deg 12 min 36 sec west 5.10 feet to an existing rebar in Swaim's northern line; thence with Swaim's northern line North 89 deg 39 min 33 sec east 33.34 feet to an existing rebar, Swaim's northeastern corner and the northwestern corner of the property of Juanita White described in Deed Book 1670, Page 927; thence with Swaim's and White's lien South 01 deg 26 min 10 sec east 73.59 feet to a rebar set; thence leaving said Swaim's and White's line South 88 deg 33 min 50 sec west 49.07 feet to a point in the western line of Swaim as described in deed Book 562, Page 439 and the eastern line of Swaim as described in Deed Book 524, Page 91; thence continuing South 88 deg 33 min 50 sec west 17.93 feet to a rebar set; thence North 01 deg 26 min 10 sec west 33.18 feet to a point, the southeastern terminus of the afore cited access and utilities easement; thence with the eastern line of said easement North 01 deg 26 min 10 sec west 33.04 feet to a rebar set the point and place of beginning.

Bearings in this description are North Carolina Grid Bearings based on NCGS monuments "W26-Baptist" (NAD 83 preliminary values of North 257884.276 meters and east 501088.477 meters) and "W26-Baptist Azimuth Mark " (NAD 83 preliminary values of North 258103.059 meters and east 501625.759 meters)

This description is taken from plans for AT&T Wireless Services WS003.12-Waughtown

Site prepared by Anderson & Associates, Inc .dated 1/3/97 and being Document No. 13832002.

Tax ID: Block 1750, Lot 110, pt 109

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10651196