

This document was prepared by:  
Nextel Communications, Inc.  
2003 Edmund Halley Dr., 6th Floor  
Reston, Virginia 20191

Inst # 2001-23121

Return Document and  
Future Tax Statements to:  
SpectraSite Communications, Inc.  
3091 Governors Lake Drive, Suite 100  
Norcross, Georgia 30071  
Attn: Legal Department

06/06/2001-23121  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 DLH 63.50

shelby County, Alabama  
Site ID AL-1342 / Name Highway 43

### ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 15th day of February, 2001, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), and Tower Parent Corp., a Delaware corporation and affiliate of Nextel ("Parent Co.").

#### WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation ("Tower Sub"), and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which, together with the related Master Site Commitment Agreement dated April 20, 1999, between the parties hereto, Nextel, Parent Co., and certain other parties designated therein, and the related Nextel Master Site Lease Agreement dated April 20, 1999, between the parties hereto and certain other parties designated therein, contemplate, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets;

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain May 02, 2000 lease by and between Betty B. Hale, Melinda Jean Tanner Hurd, and James Albert Hale, III, as Co-trustees of Trust estate "B" under the Last will and testament of James Albert Hale, Jr. (Deceased) as landlord and Nextel South Corp., a Georgia corporation d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of shelby County, Alabama;

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in shelby County, Alabama (the "Property"), and all subleases and sublicenses between Nextel or its predecessor in interest as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases");

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Nextel desires to assign to Parent Co., and Parent Co. desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
3. Assignment. Nextel does hereby assign, transfer, set over, and deliver to Parent Co. all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Parent Co. does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.
6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles.

Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

Nextel South Corp.,  
a Georgia corporation

By: Travis Morey [SEAL]  
Name: Travis Morey  
Its: Director

Witness

[Signature]

Witness

[Signature]

By: Christie Hill [SEAL]  
Name: Christie A. Hill  
Its: Secretary

TOWER PARENT CORP.,  
a Delaware corporation

By: Travis Morey [SEAL]  
Name: Travis Morey  
Its: Director

Witness

[Signature]

Witness

[Signature]

By: Christie Hill [SEAL]  
Name: Christie A. Hill  
Its: Secretary

Address of Assignee/Grantee:  
c/o Nextel Communications, Inc.  
2001 Edmund Halley Dr.  
Reston, Virginia 20191  
Attn: Corporate Secretary

Corporate Acknowledgment

Site ID AL-1342

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On February 15, 2001, before me, the undersigned officer, personally appeared:

(a)     Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b)     Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a]     Director, and

[b]     Secretary,

respectively of Nextel South Corp., (hereinafter, the "Corporation") and that as such officer(s),  
being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors,  
executed, subscribed and acknowledged the foregoing instrument for the purposes therein  
contained, by signing the name of the Corporation by themselves in their authorized capacities as  
such officer(s) as their free and voluntary act and deed and the free and voluntary act and deed of  
said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia L Spalding [SEAL]  
Notary Public  
My commission expires: 07/31/03

Corporate Acknowledgment

Site ID AL-1342

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On February 15, 2001, before me, the undersigned officer, personally appeared:

(a)     Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b)     Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a]     Director, and

[b]     Secretary,

respectively of TOWER PARENT CORP., a Delaware corporation, (hereinafter, the  
"Corporation") and that as such officer(s), being duly authorized to do so pursuant to its bylaws  
or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing  
instrument for the purposes therein contained, by signing the name of the Corporation by  
themselves in their authorized capacities as such officer(s) as their free and voluntary act and  
deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Lydia K Spalding [SEAL]  
Notary Public  
My commission expires: 07/31/03

EXHIBIT A

Site ID AL-1342  
Site Name Highway 43

Legal Description

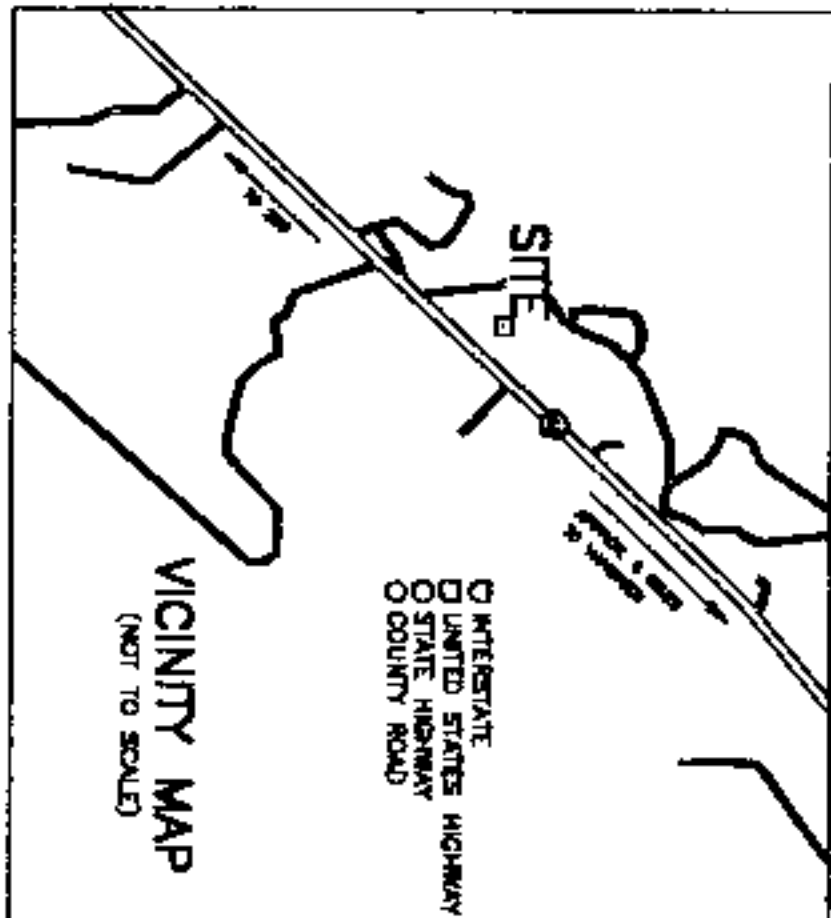
The description(s) below or attached hereto identify the following:

- ☒ Underlying Parcel Owned by Landlord.
  - ☒ Leased Property.
-



POINT OF COMMENCEMENT  
1/4 OF THE SW 1/4 SEC. 31, T. 18 S., R. 1 E., SHELBY COUNTY, ALABAMA

POINT OF BEGINNING  
PARCEL TRACT 1

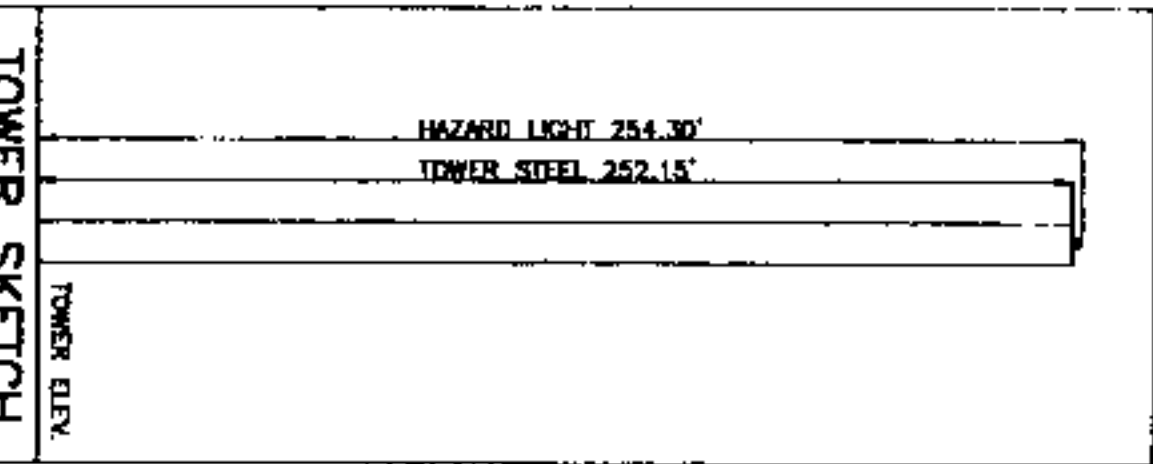


O = DEB INC. CA  
O = 18 U.S. UNLESS  
OTHERWISE NOTED

POINT OF COMMENCEMENT  
LEASE PARCEL AND ACCESS  
AND UTILITY EASEMENT, THE  
NW COR. OF THE SE 1/4  
18 S. 1 E. OF THE  
HUNTSVILLE MERIDIAN,  
SHELBY COUNTY, AL.

POINT OF BEGINNING  
PARCEL TRACT 2

SCANNED



BROOKS & BROOKS, INC.  
PROFESSIONAL SURVEYORS - 1614 QUEEN CITY AVENUE TUSCALOOSA, ALABAMA (205)752-5033

SURVEYOR'S REPORT

1. Survey for: PBS&J, Inc.

2. Purpose of this survey is: Topographic Survey of Lease Parcel.

3. Field surveys conducted on: October 24, 2000

4. Horizontal and vertical control established by GPS methods using the following control: mif1

5. Elevations are NAVD 88 and meet the requirements for FAA 2-C only

6. Horizontal positions are NAD 83

7. North is based on: State Plane Grid

8. Brooks & Brooks, Inc. did not conduct any title investigation for this survey. This survey is based on the record documents listed in note 9

9. Sources of survey: Survey by David Evans & Associates, Inc., Job No. PBSJ0082, Dated 3/14/00.

10. Parent Tract description:

Tract 1:  
The South Half of the Northeast Quarter, less and except the 6.05 acres, more or less, described as Tract A above, and the Northeast Quarter of the Southeast Quarter, all being in Section 31, Township 18, Range 1 East. Also, a part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 18, Range 1 East, and being more particularly described as follows: Commence at the Northwest Corner of said 1/4-1/4 Section, thence southerly, and along the West line of same, for a distance of 941.58 feet to the point of beginning of the property described herein; thence continue along the East line of said 1/4-1/4 Section, and along said West line, for a distance of 409.96 feet to the Southwest Corner of said 1/4-1/4 Section; thence turn on angle to the left of 91 deg 52 min, in an easterly direction, and along the South line of said 1/4-1/4 Section, for a distance of 545.54 feet; thence turn on angle to the left of 142 deg 23 min, in a northwesterly direction for a distance of 671.14 feet to the point of beginning.

Tract 2:  
Also a part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 18, Range 1 East, and being described as follows:  
Commence at the Northwest Corner of said 1/4-1/4 Section, thence southerly, and along the East line of same, for a distance of 529.51 feet to the point of beginning of the property described herein; thence continue along the East line of same, for a distance of 81.85 feet to a point on the northwesterly right-of-way line of the Montevallo Road; thence turn on angle to the right of 40 deg 51 min, in a southeasterly direction, and along said right-of-way line, for a distance of 301.16 feet, thence turn on angle to the right of 173 deg 55 min, in a northeasterly direction for a distance of 604.00 feet to the point of beginning.  
Also all of that part of the Southwest Quarter of the Southwest Quarter of Section 31, Township 18, Range 1 East lying Southeast of the Montevallo Road, containing 5 acres, more or less.  
Also the West Half of the Northeast Quarter of the Southwest Quarter of Section 31, Township 18, Range 1 East.  
Also the West Half of the Southwest Quarter of the Southwest Quarter of Section 31, Township 18, Range 1 East.

11. Lease Parcel Description:  
A parcel of land being a portion of that certain tract of land as described in Deed Book 14, Page 875, recorded in the Office of the Judge of Probate, Shelby County, Alabama, (hereafter referred to as the "Parent Tract") situated in Section 31, Township 18, Range 1 East, Shelby County, Alabama and being more particularly described by the following metes and bounds description, the bearings of which are based on "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 31 and run thence N89°27'59"E along the Northern boundary thereof for a distance of 373.45 feet to the Point of Beginning of the lease parcel herein described; thence S47°43'05"E for a distance of 100.00 feet; thence S42°16'55"W for a distance of 100.00 feet; thence N47°43'05"W for a distance of 100.00 feet; thence N42°16'55"E for a distance of 100.00 feet to the Point of Beginning. Containing 10,000 square feet, more or less.

12. Easement description:  
30' ACCESS AND UTILITY EASEMENT:  
A strip of land 30.00 feet wide, 15.00 feet on each side of centerline, to be used as an easement for ingress, egress, and utilities, the side lines of which are to be extended or shortened at the Point of Beginning to coincide with a line bearing S42°16'55"W and are to be extended or shortened at the Point of Termination to coincide with the Northern right-of-way line of Highway 43 (80' public right-of-way); said strip of land being a portion of that certain tract of land as described in Deed Book 14, Page 875, recorded in the Office of the Judge of Probate, Shelby County, Alabama, situated in Section 31, Township 18, Range 1 East, Shelby County, Alabama; the centerline of said strip being more particularly described as follows, the bearings of which are based on "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 31 and run thence N89°27'59"E along the Northern boundary thereof for a distance of 373.45 feet; thence S47°43'05"E for a distance of 100.00 feet; thence S42°16'55"W for a distance of 100.00 feet; thence N47°43'05"W for a distance of 100.00 feet; thence N42°16'55"E for a distance of 100.00 feet; thence S47°43'05"W for a distance of 26.80 to intersection with Northern right-of-way of said Highway 43. Containing 798 square feet, more or less.

13. Flood Certification: Subject property lies in Zone C (not a special flood hazard area) according to Federal Emergency Management Agency FIRW map number 010191 0025 B dated September 16, 1982.

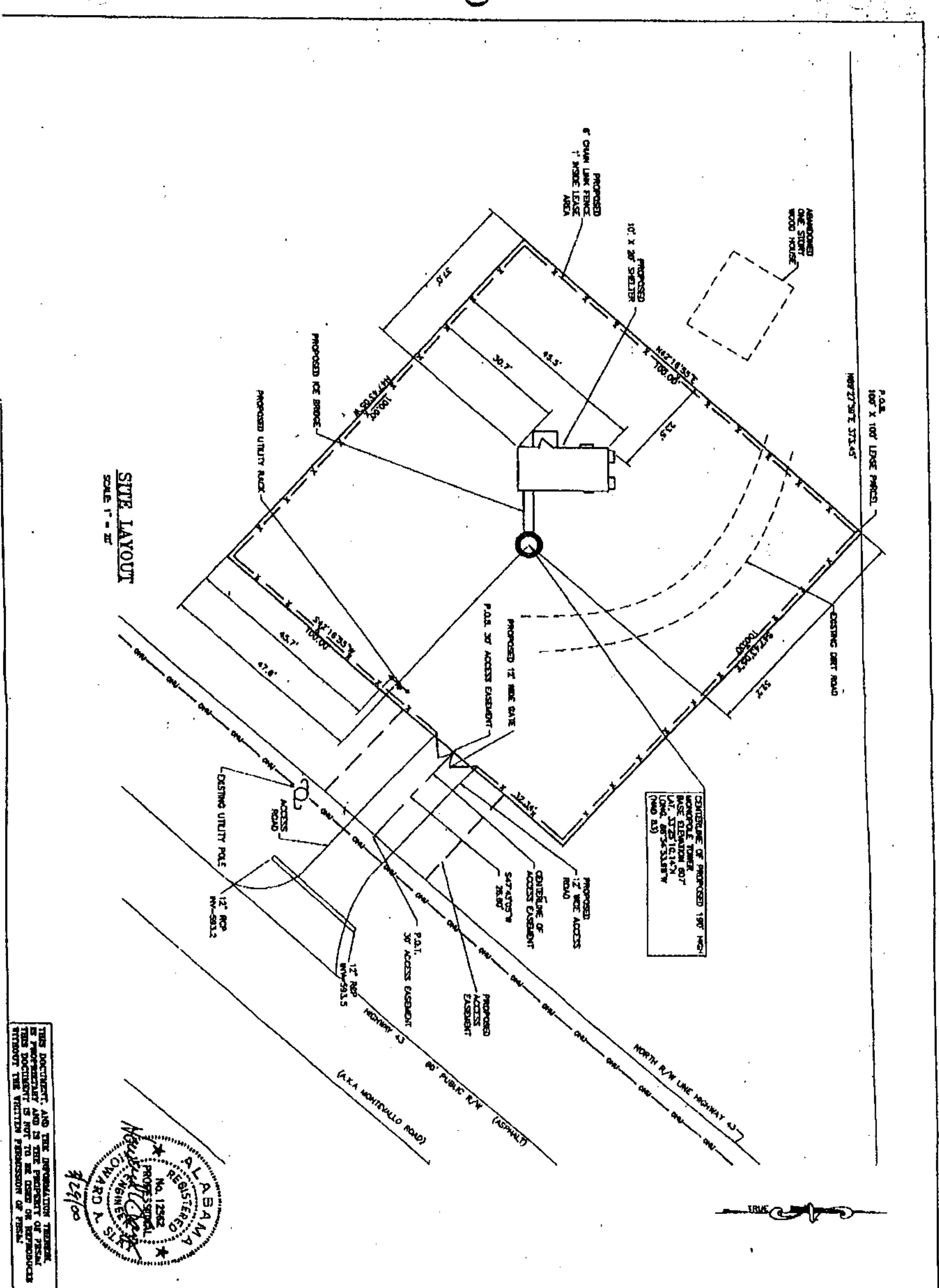
14. This survey and drawing complies with the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama

Thomas W. Brooks, Jr., LS  
AL Reg. No. 17521

HIGHWAY 43

JOB NO.: 00348	DRAWN BY: CJP	CHECKED BY: AST	SCALE: 1" = 40'
DATE: 10-27-2000	FIELD BOOK: SEE FILE	PARTY CHECK: SEE FILE	DRAWING NO.: 00248.DWG





SITE LAYOUT  
SCALE 1" = 20'

THIS DOCUMENT, AND THE INFORMATION THEREIN, IS PROPRIETARY AND IS THE PROPERTY OF PBSJ. THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF PBSJ.



	DATE: 03/17/00	ISSUED FOR CONSTRUCTION
HWY 43 SITE LAYOUT		
SITE N. AL-1342-0		
200 BEADON PARKWAY WEST, SUITE 100 BIRMINGHAM, ALABAMA 35209		
DATE: 03/17/00		
ISSUED FOR CONSTRUCTION		

Exhibit A  
Leased Property  
Nexel # AL-1342

EXHIBIT B

Site ID AL-1342  
Site Name Highway 43

List of Tenant Leases  
(if applicable)

NONE

Inst # 2001-23121

06/06/2001-23121  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 DLH 63.50

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