

This document was prepared by:
HAZEL & THOMAS, P.C.
P.O. Box 12001
Falls Church, VA 22042
Attn: C. Honigberg, Esq.

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Shelby County, Alabama
Site ID AL-1034 / Name Saginaw

Inst # 1999-19766

05/11/1999-19766
11:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MMS 31.00

ASSIGNMENT OF LEASES

2280915-15-C-2B
This Assignment of Leases ("Assignment") is made and entered into effective as of the 20 day of April, 1999, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), successor in interest to Dial Call, Inc. and Tower Parent Corp., a Delaware corporation and an affiliate of Nextel ("Parent Co.").

WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("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 contemplates, 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 October 6, 1995 lease by and between Alabaster Water Board as landlord and Dial Call, Inc., a Delaware Corporation as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease");

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

Jan Cat
Witness

By: [Signature] [SEAL]
Name: Richard J. Byrne
Its: Vice President

B. Hicks
Witness

By: [Signature] [SEAL]
Name: Ried Zulager
Its: Secretary

Tower Parent Corp.,
a Delaware corporation

Jan Cat
Witness

By: [Signature] [SEAL]
Name: Glen F. Spivak
Its: Vice President

B. Hicks
Witness

By: [Signature] [SEAL]
Name: Ried Zulager
Its: Secretary

Address of Assignee/Grantee:
c/o Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, VA 22102
Attn: Corporate Secretary

Corporate Acknowledgment

Site ID AL-1034

State of Virginia)
) ss:
County of Fairfax)

On April 16, 1999, before me, the undersigned officer, personally appeared:

(a) Richard J. Byrne, with an address at 1505 Farm Credit Drive, McLean, VA 22102,
and

(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the

[a] Vice President, and

[b] (Assistant) 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 himself/herself/themselves in his/her/their
authorized capacities as such officer(s) as his/her/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:

Maria M. Guidry [SEAL]
Notary Public
My commission expires:

NOTARY PUBLIC
STATE OF VIRGINIA
MARIA M. GUIDRY
MY COMMISSION EXPIRES
JANUARY 31, 2002

Corporate Acknowledgment

Site ID AL-1034

State of Virginia)
) ss:
County of Fairfax)

On April 16, 1999, before me, the undersigned officer, personally appeared:

(a) Glen F. Spivak, with an address at 1505 Farm Credit Drive, McLean, VA 22102,

and

(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the

[a] Vice President, and

[b] (Assistant) 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
himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/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:

Maria M. Guidry [SEAL]
Notary Public
My commission expires:

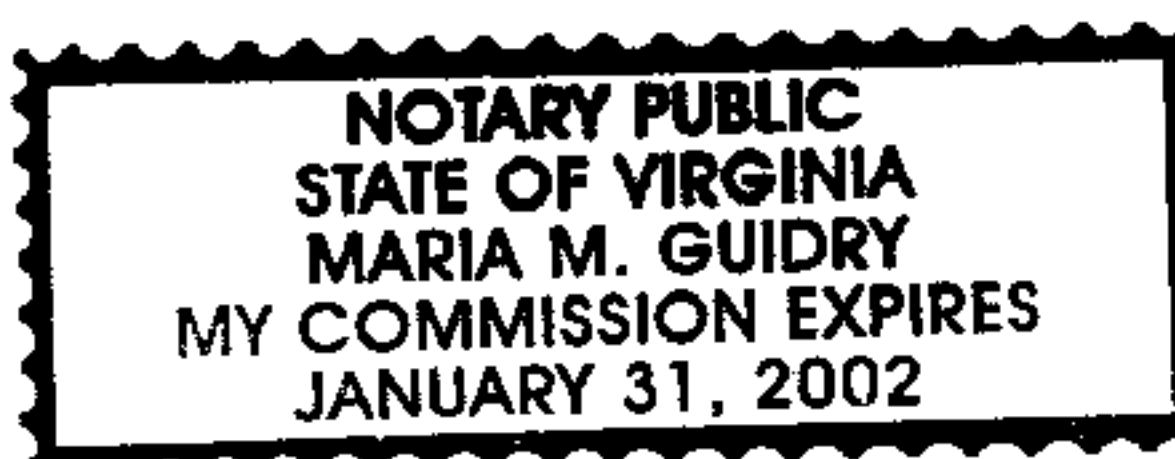


EXHIBIT A

Site ID AL-1034
Site Name Saginaw

Legal Description

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



Underlying Parcel Owned by Landlord.



Leased Property.

Exhibit "A"
(the "Tract")

Commence at the NE corner of SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 12, Township 21 South, Range 3 West, and in a westerly direction along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$, run a distance of 1263.0 feet, to the point of beginning; thence continue along the same said course for a distance of 145.52 feet; thence turn an angle of 111 deg. 43 min. to the left for a distance of 157.33 feet; thence turn an angle of 75 deg. 04 min. to the left for a distance of 117.92 feet; thence turn an angle of 74 deg. 06 min. to the left for a distance of 94.72 feet, to the point of beginning.

Also the right of ingress and egress for roadway or driveway 18 feet wide, along the easterly side of said lot, which said easement extends in the same direction 200 feet along the easterly side of Tracts "F" and "D" of survey made by W. M. Douglas, a certified land surveyor on December 20, 1965.

Also the right of ingress and egress for roadway or driveway over a 10 foot easement beginning at the Northwest corner of said tract being herein conveyed and extending west across Tract "B" of said W. M. Douglas survey, a distance of 163.14 feet more or less to the easterly right of way line of U. S. Highway No. 31.

Exhibit "B"
(the "Leased Site")

TOWER SITE LEGAL DESCRIPTION

A parcel of land situated in the Northeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 12, thence run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 1,263.00 feet to an iron pin found; thence turn an angle to the left of 100 degrees 53 minutes 02 seconds and run in a southeasterly direction for a distance of 94.72 feet to an iron pin found; thence turn an angle to the right of 74 degrees 04 minutes 08 seconds and run in a southwesterly direction for a distance of 97.71 feet to an iron pin set, said iron pin being the point of beginning; thence continue along last stated course for a distance of 20.08 feet to an iron pin found; thence turn an angle to the right of 94 degrees 59 minutes 06 seconds and run in a northwesterly direction for a distance of 51.74 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction for a distance of 20.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 50.00 feet to the point of beginning. Said parcel containing 1,017 square feet, more or less.

Exhibit "B"
(the "Easement Area")

EASEMENT LEGAL DESCRIPTION

- 1) A 20 foot easement for ingress and egress situated in the Northeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 12, thence run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 1,263.00 feet to an iron pin found; thence turn an angle to the left of 100 degrees 53 minutes 02 seconds and run in a southeasterly direction for a distance of 73.92 feet to the point of beginning of said 20 foot ingress and egress easement; thence continue along last stated course for a distance of 20.80 feet to an iron pin set; thence turn an angle to the right of 74 degrees 04 minutes 08 seconds and run in a southwesterly direction for a distance of 97.71 feet to an iron pin set; thence turn an angle to the right of 94 degrees 59 minutes 06 seconds and run in a northwesterly direction for a distance of 20.08 feet to a point; thence turn an angle to the right of 85 degrees 00 minutes 54 seconds and run in a northeasterly direction for a distance of 101.68 feet to the point of beginning.
- 2) Together with the right of ingress and egress over and across that certain dirt road extending from U.S. Highway #31 to the above-described 20-foot easement area, said dirt road being the same as the 18-foot driveway or roadway referenced in the description of the "Tract" which is included as Exhibit "A" hereto.

EXHIBIT B

Site ID AL-1034
Site Name Saginaw

List of Tenant Leases
(if applicable)

Sublessor/Sublicensor	Sublessee/Sublicensee	Lease Date
None		

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