

Inst # 1999-28701
07/08/1999-28701
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MWS 35.50

This instrument was prepared by and
after recording please return to:
Robert D. Ward, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
PO Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-8502

Cross Reference: Deed Book 305,
Page 431, or as Instrument #1996-31064
Shelby County, Alabama Records.

STATE OF ALABAMA)
)
COUNTY OF Shelby)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made and entered into as of the 1st day of June, 1999, by and between POWERTEL BIRMINGHAM TOWERS, LLC, a Delaware limited liability company with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833 (the "Assignor"), and CROWN CASTLE PT INC., a Delaware corporation with its principal offices located at c/o Crown Communication Inc., 367 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, (the "Assignee").

WITNESSETH

WHEREAS, pursuant to a transaction of even date herewith, Assignee has acquired all or a substantial portion of the telecommunications towers and certain related assets of Assignor in the states in which Assignor does business;

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire all of the right, title, and interest of Assignor in and to that certain lease, license or easement agreement more particularly described on Exhibit A attached hereto and incorporated herein by this

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reference (the "Lease"), and affecting the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference;

WHEREAS, the Lease is evidenced of record by that certain Memorandum of Lease more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on the telecommunications tower and/or ground space to the lessee, tenant or licensee described in that certain lease or license agreement more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Sublease");

WHEREAS, Assignor obtained its right, title, and interest in the Lease through an assignment dated as of March 8, 1999, and recorded on the same date as and immediately preceding the recording of this Assignment;

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally grant, sell, convey, assign, transfer, set over and deliver, all of its right, title and interest in and to the Lease and the Sublease unto Assignee, to have and to hold forever. Assignee hereby accepts such assignment and agrees to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee or tenant under the Lease, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessor, landlord or licensor under the Sublease.

• The parties hereto have executed this Assignment as of the day and year first written above.

[remainder of page intentionally
left blank; signature pages
for both Assignor and Assignee follow]

ASSIGNOR:

POWERTEL BIRMINGHAM TOWERS, LLC,
a Delaware limited liability company

By: Jill F. Dorsey
Name: Jill F. Dorsey
Title: Vice President and General Counsel

ACKNOWLEDGEMENT

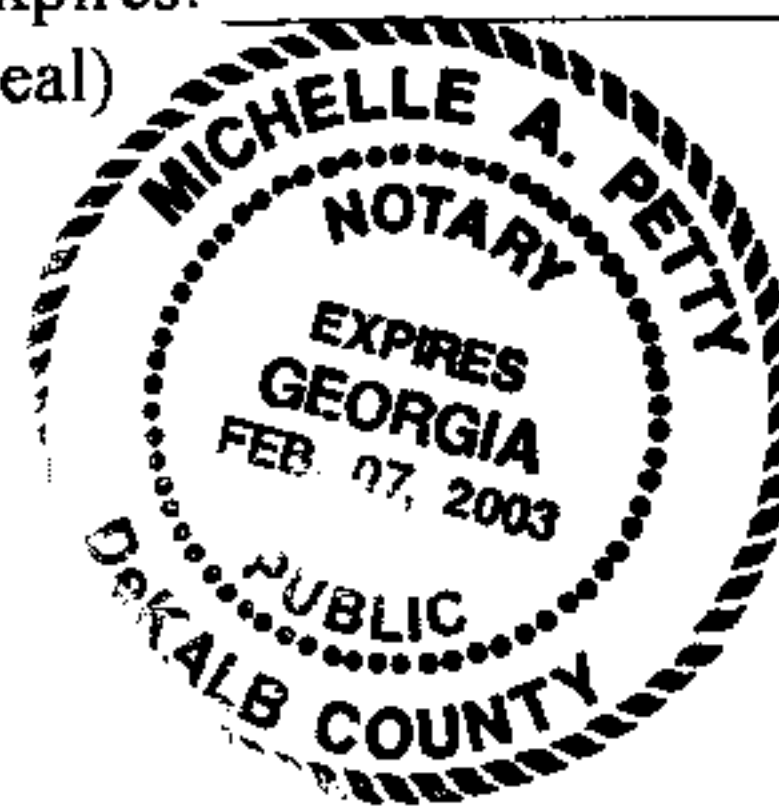
STATE OF Georgia
COUNTY OF Fulton

I, Michelle A. Petty, a Notary Public in and for said County, in said State, hereby certify that JILL F. DORSEY whose name as VICE PRESIDENT AND GENERAL COUNSEL of POWERTEL BIRMINGHAM TOWERS, LLC, is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer, with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 10th day of May, 1999.

Michelle A. Petty
Notary Public

My commission expires: _____
(Notarial Stamp/Seal)



ASSIGNEE:

CROWN CASTLE PT Inc.,
a Delaware corporation

By: [Signature]
Name: John P. Kelly
Title: President

ACKNOWLEDGEMENT

STATE OF PA
COUNTY OF Washington

I, L. Spencer, a Notary Public in and for said County, in said State, hereby certify that JOHN P. KELLY whose name as PRESIDENT of CROWN CASTLE PT INC., is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13 day of May 1999.

[Signature]
Notary Public

My commission expires:
(Notarial Stamp/Seal)

Notarial Seal
Linda J. Spencer, Notary Public
Cecil Twp., Washington County
My Commission Expires Jan. 13, 2003

Member, Pennsylvania Association of Notaries

Exhibit A
Ground Lease

That certain lease agreement between Kenneth R. Dennis and Carolyn R. Dennis as Landlord/Lessor and InterCel Birmingham MTA, Inc. as Tenant/Lessee, dated 08-30-96, for the tower site known as Double Mountain, located at 10991 Old Highway 280, Chelsea, Alabama.

EXHIBIT "A"-1

**LEGAL DESCRIPTION OF
PROPERTY**

**Double Mountain
Lease Parcel**

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 1 West, thence run North 89°50'45" West for a distance of 298.48 feet to a point on the south right-of-way of State Highway 280, having a prescriptive right-of-way of 80 feet; thence with said right-of-way run South 62°07'11" East for a distance of 26.59 feet to a point; thence leaving said right-of-way run South 23°48'51" West for a distance of 5.30 feet to a point; thence run South 08°31'14" West for a distance of 44.16 feet to a point; thence run South 01°19'20" East for a distance of 22.31 feet to a point; thence run South 30°08'21" East for a distance of 27.74 feet to a point; thence run South 46°51'33" East for a distance of 82.71 feet to a point; thence run South 90°00'00" West for a distance of 10.00 feet to the Point of Beginning; thence run North 90°00'00" East for a distance of 100.00 feet to a point; thence run South 00°00'00" West for a distance of 100.00 feet to a point; thence run North 90°00'00" West for a distance of 100.00 feet to a point; thence run North 00°00'00" East for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

EXHIBIT A-1

LEGAL DESCRIPTION OF EASEMENT

Double Mountain 20' Ingress/Egress & Utility Easement

An easement situated in the Northwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

~~Commence at the Northeast Corner of the Northwest Quarter of the~~
Southeast Quarter of Section 28, Township 19 South, Range 1 West,
thence run North $89^{\circ}50'45''$ West for a distance of 298.48 feet to a point
on the south right-of-way of State Highway 280, having a prescriptive
right-of-way of 80 feet; thence with said right-of-way run South $62^{\circ}07'11''$
East for a distance of 26.59 feet to the Point of Beginning of the centerline
of as Ingress/Egress & Utility Easement that lies 10 feet either side of said
centerline as described herein; thence leaving said right-of-way run South
 $23^{\circ}48'51''$ West for a distance of 5.30 feet to a point; thence run South
 $08^{\circ}31'14''$ West for a distance of 44.16 feet to a point; thence run South
 $01^{\circ}19'20''$ East for a distance of 22.31 feet to a point; thence run South
 $30^{\circ}08'21''$ East for a distance of 27.74 feet to a point; thence run South
 $46^{\circ}51'33''$ East for a distance of 82.71 feet to a point, and also being the
terminus of easement.

Exhibit B
Memorandum of Lease

That certain Memorandum of Lease dated 08-30-96, recorded in Book 305, Page 431 [or as Instrument Number 1996-31064] in the office of the Judge of Probate of Shelby County, Alabama Records.

Exhibit C
Co-Location Agreement

NONE

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