

Inst # 2001-18710  
05/09/2001-18710  
02:33 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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This instrument was prepared by and after recording please return to:  
David F. Webber, Esq.  
Singleton & Cooksey  
1600 Smith, Suite 4500  
Houston, TX 77002

Cross Reference: Instrument No. 1999-29287, 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 December, 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., 375 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 reference (the "Lease") affecting the premises described on Exhibit A-1;

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 more particularly described on Exhibit D attached hereto and incorporated herein by this reference;

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]

**WITNESS:**

Laura F. Gartin  
Name: Laura F. Gartin

**ASSIGNOR:**

POWERTEL BIRMINGHAM TOWERS,  
LLC,  
a Delaware limited liability company

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

**ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton

I, Sherri Lynn Martin, a Notary Public in and for said County, in said State, hereby certify that Jill F. Dorsey whose name as Vice President 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 2nd day of December, 1999.

[Signature]  
Notary Public  
My commission expires:  
(Notarial Stamp/Seal)



**WITNESS:**

David Weber  
Name: DAVID WEBER

**ASSIGNEE:**

CROWN CASTLE PT Inc.,  
a Delaware corporation

By: [Signature]  
Name: Patry Broussard  
Title: Vice President

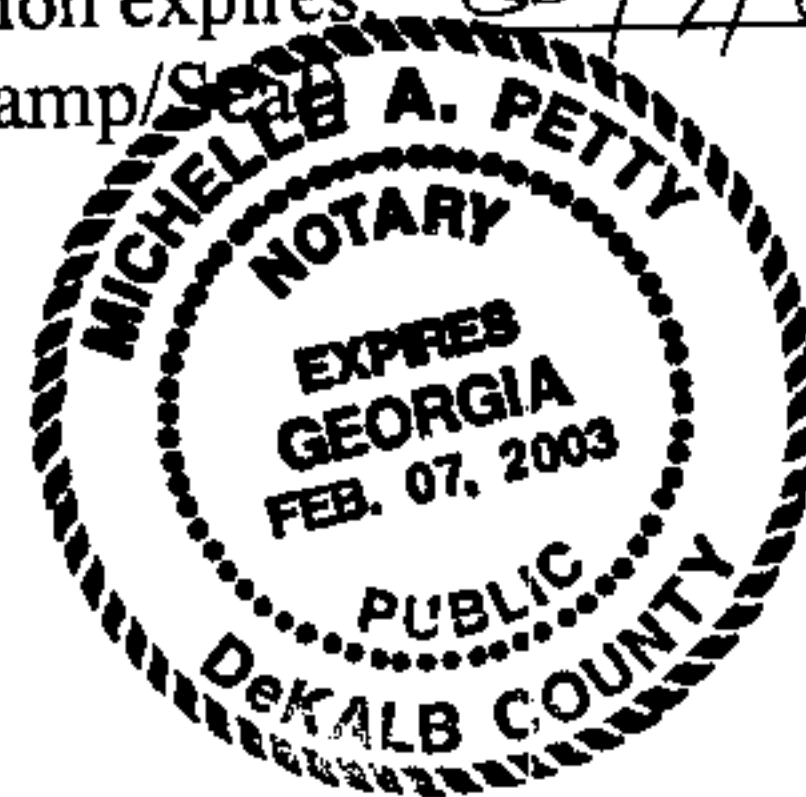
**ACKNOWLEDGMENT**

STATE OF Georgia )  
COUNTY OF Fulton )

I, Michelle A. Petty, a Notary Public in and for said County, in said State, hereby certify that Patry Broussard whose name as Vice 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 2nd day of December 1999.

Michelle A. Petty  
Notary Public  
My commission expires: 2/7/03  
(Notarial Stamp/Seal)



**Exhibit A**  
**Ground Lease**

That certain Option and Lease Agreement between Southcrest Baptist Church as Optionor and Powertel/Birmingham, Inc. as Optionee, dated April 14, 1999 for the tower site known as Genery's Gap, located at Shelby County, Alabama.

**Exhibit A-1**  
**Legal Description**

A parcel of land situated in the Southeast Quarter of Section 12, Township 20 South, Range 4 West, Jefferson and Shelby County, Alabama, being more particularly described as follows:

**PARENT PARCEL**

Commence at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 12 and run North 90° 00' West for 23.97 feet to a point on the westerly right-of-way of the Southern Railroad and being the point of beginning of the following described parcel; thence run northwesterly along said railroad right-of-way for an arc distance of 67.68 feet to the end of a curve in said railroad; thence run North 43° 45' 24" west for 26.12 feet to a point; thence run South 46° 14' 36" west along said railroad right-of-way for 50.00 feet to a point, thence run North 43° 45' 24" west along said railroad right-of-way for 121.89 feet to a point on the southeasterly right-of-way for South Shades Crest Road; thence run southwesterly and westerly along said right-of-way for an arc distance of 157.01 feet to the end of said curve; thence continue South 89° 10' 59" west along said right-of-way for 139.38 feet to a point of curve; thence run westerly and southwesterly along said right-of-way for an arc distance of 267.12 feet to the end of said curve; thence run South 70° 08' 52" west for 38.74 feet to a point; thence leaving said right-of-way North 90° 00' east for 79.95 feet along the north line of the Genery Gap Cemetery; thence run South 3° 02' 57" east along the east line of said cemetery for 81.70 feet; thence run South 89° 25' 40" east along the North line of said cemetery for 94.93 feet; thence run South 3° 24' 30" east along the east line of said cemetery for 214.58 feet to an angle point; thence run South 1° 08' 00" west for 210.00 feet; thence run North 90° 00' east for 723.07 feet, more or less to the westerly right-of-way for the aforementioned Southern Railroad; thence run northerly and northwesterly along said right-of-way for an arc distance of 512.93 feet to the point of beginning. Said parcel contains 9.01 acres more or less and is subject to any easements or restrictions of record.

**LEASE PARCEL**

Commence at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 12 and run N 90° 00' 00" W for 23.97 feet to a point on the westerly right-of-way of the Southern Railroad; thence continue N 90° 00' 00" W for a distance of 193.39 feet to a point; thence run S 00° 00' 11" West for 396.73 feet to a point, said point being the point of beginning of the following described parcel and continues S 00° 00' 11" W, a distance of 70.00 feet to a point; thence run N 89° 59' 49" W, a distance of 70.00 feet to a point; thence run N 00° 00' 11" E, a distance of 70.00 feet to a point; thence run S 89° 50' 49" E, a distance of 70.00 to the Point of Beginning. Containing 4,900 square feet, more or less.

**INGRESS, EGRESS & UTILITY EASEMENT:** A strip of land 20.0 feet wide, being 10.0 feet each side of a centerline being more particularly described as follows:

Commence at the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 12 and run N 90° 00' 00" W for 23.97 feet to a point on the westerly right-of-way of the Southern Railroad; thence continue N 90° 00' 00" W for a distance of 193.39 feet to a point; thence run S 00° 00' 11" West for 396.73 feet to a point; thence run N 89° 59' 49" West for 60.00 feet to a point, said point being the point of beginning of the herein described 20.0 foot wide ingress, egress and utility easement, said point being on the arc of a curve concave to the left having a Central Angle of 43° 13' 36", a radius of 63.10 feet and a Arc length of 47.61 feet; thence run along the said centerline and along the arc of the last described curve a distance of 47.61 feet to the Point of Tangent; thence run N 43° 13' 34" West, along the said center line, a distance of 211.21 feet to a point; thence run N 52° 05' 12" West, along the said center line, a distance of 49.07 feet to a point; thence run N 52° 46' 32" West, along the said center line, a distance of 103.98 feet to a point; thence run N 37° 37' 46" West, along the said center line, a distance of 79.93 feet to a point; thence run N 03° 54' 56" West , along the said center line, a distance of 125.21 feet to the Point of Termination (the side line of which is to be extended or shortened to coincide with the lease parcel on the South and the Southerly right of way line of South Shades Crest Road on the North).

**Exhibit B**  
**Memorandum of Lease**

That certain Memorandum of Lease dated June 30, 1999, recorded as Instrument # 1999-29287 in the office of the Probate Judge of Shelby County, Alabama Records.

**Exhibit C**  
**Co-Location Agreement**

None.

**EXHIBIT D**

That certain Assignment and Assumption Agreement between Powertel/Birmingham, Inc. as Assignor and Powertel, Inc. as Assignee dated June 18, 1999, as further assigned to Powertel Birmingham Towers, LLC as Assignee dated June 21, 1999.

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