

This instrument prepared by and after recording,
please return to:
Philip M. van Aelstyn, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
P.O. Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-4394

Indexing Cross Reference:
See Exhibit A

Inst # 2002-00813

01/04/2002-00813
12:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 MEL

STATE OF ALABAMA)

COUNTY OF SHELBY)

SITE DESIGNATION SUPPLEMENT
AND
MEMORANDUM OF LEASE

THIS SITE DESIGNATION SUPPLEMENT AND MEMORANDUM OF LEASE (the "**Supplement**"), made effective as of the Site Commencement Date (as defined below), by and between **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation which is the successor to South Central Bell Telephone Company, with a principal address at 675 West Peachtree Street, Atlanta, Georgia 30375 ("**BST**"), and **CROWN CASTLE SOUTH INC.**, a Delaware corporation, with a principal address at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, Attention: Real Estate Department ("**TowerCo**").

WITNESSETH:

WHEREAS, reference is hereby made to that certain Lease (without Reserved Space), dated July 1, 1999 (the "**Lease**"), by and among BST, Crown Castle International Corp., a Delaware corporation, and TowerCo;

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

WHEREAS, the parties desire that the terms and conditions of the Lease shall govern the relationship of the parties under this Supplement; and

WHEREAS, BST is the owner of that certain real property and improvements thereon, as more particularly described on **Exhibits A, B and C** attached hereto and incorporated herein by reference (the "**Site**");

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Lease and Defined Terms.** Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Lease. The parties agree that, except as otherwise set forth herein, the terms and conditions of the Lease shall govern the relationship of the parties under this Supplement and the Lease is incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the Lease and this Supplement, the terms of the Lease shall govern and control, except as expressly set forth herein.

2. **Demise.** Pursuant to the Lease, BST hereby leases to TowerCo, and TowerCo hereby leases from BST, the Site.

3. **Site.** TowerCo and BST hereby expressly acknowledge that, in accordance with the Lease, the Site includes the Leased Property as shown on **Exhibits B and C** attached hereto and incorporated herein by this reference. TowerCo and BST further expressly acknowledge that the Site includes, without limitation, the nonexclusive rights of ingress to and egress from the entire Site, and access to the entire Tower and all Improvements (including any and all easements), at such times (on a 24-hour, seven (7) day per week basis), to such extent, and in such means and manner (on foot or by motor vehicle) as necessary or desirable for TowerCo's full use and enjoyment of the Site.

4. **Term/Site Commencement Date.** The Term of the Lease as to the Site pursuant to this Supplement shall commence as of July 1, 1999 (the "**Site Commencement Date**") and shall terminate or expire in accordance with the provisions of the Lease, but in no event later than ninety-nine (99) years from the Site Commencement Date.

5. **Rent.** TowerCo shall pay to BST the Rent calculated in accordance with **Section 11** of the Lease.

6. **Notice.** All notices hereunder shall be deemed validly given if given in accordance with the Lease.

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

7. **Governing Law.** Notwithstanding the terms of the Lease, this Supplement shall be governed by and construed in accordance with the laws of the State in which the Site is located.

8. **Modifications.** This Supplement shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties in the same manner in which the Lease was executed.


9. **Counterparts.** This Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

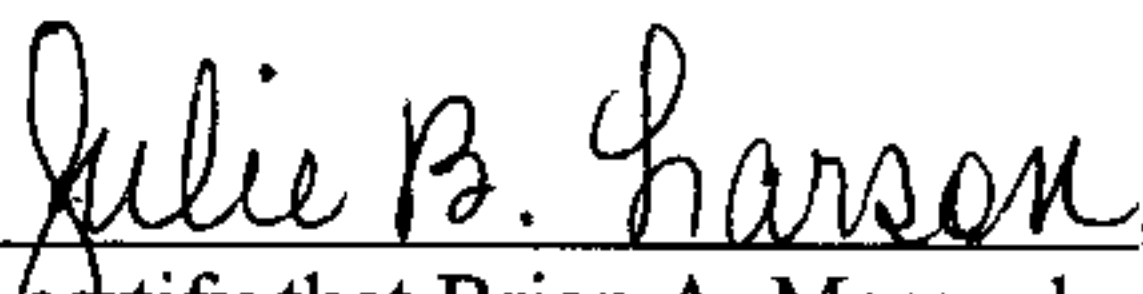
IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

BELLSOUTH TELECOMMUNICATIONS, INC.

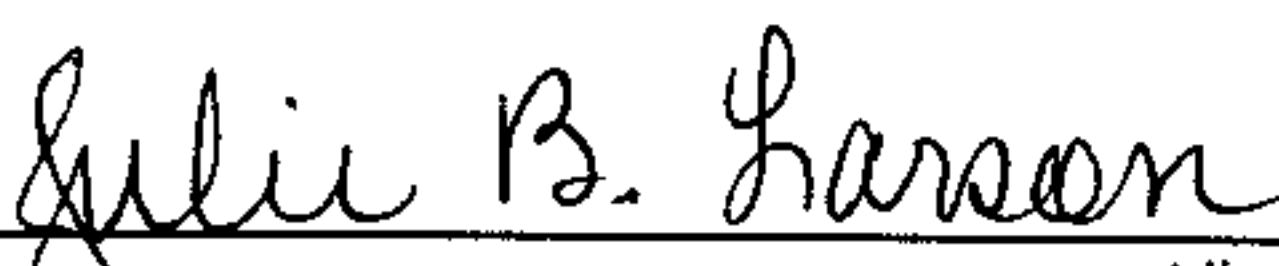
By: 
Brian A. Moss
Manager, Interconnection Services

STATE OF GEORGIA

COUNTY OF FULTON

I, , a Notary Public in and for said County, in said State, hereby certify that Brian A. Moss whose name as the Manager of Interconnection Services of BellSouth Telecommunications, Inc., a Georgia corporation, 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.

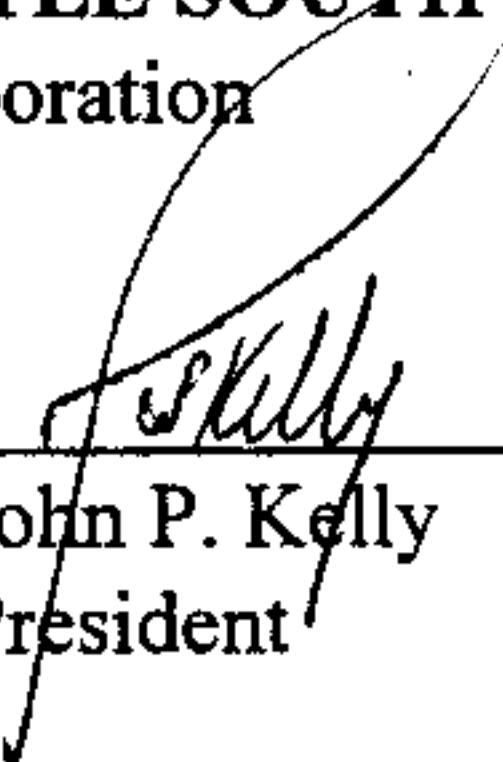
Given under my hand and official seal this 1st day of July, 1999.


Notary Public
My Commission Expires: _____
(Notarial Stamp/Seal)
Notary Public, DeKalb County, Georgia
My Commission Expires July 14, 2002

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

IN WITNESS WHEREOF, the parties hereto have set their hands as of the Site Commencement Date, as defined above.

CROWN CASTLE SOUTH INC.,
a Delaware corporation


By: 
Name: John P. Kelly
Title: President

**COMMONWEALTH OF
PENNSYLVANIA**

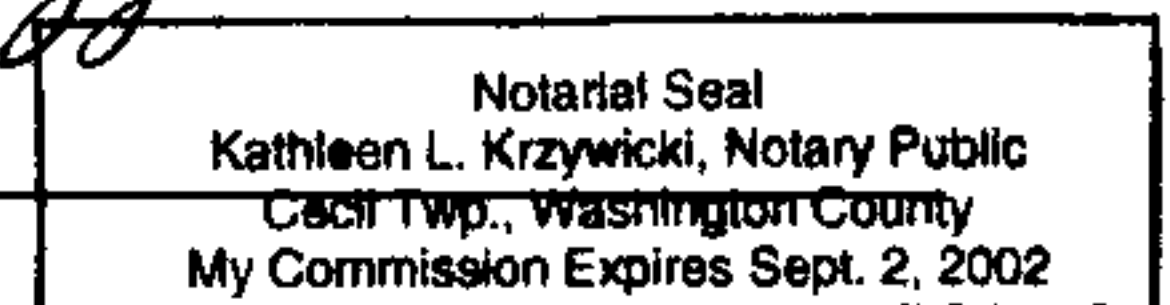
COUNTY OF WASHINGTON

I, Kathleen L. Krzywicki, a Notary Public in and for said County, in said State, hereby certify that John P. Kelly whose name as President of Crown Castle South Inc., a Delaware corporation, 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/she 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 30th day of June, 1999.


Notary Public

My Commission Expires:
(Notarial Stamp/Seal)



Member, Pennsylvania Association of Notaries

Site Name: «sitename», AL
Site Number: «filenum»
Owned Site

EXHIBIT A

SITE DESCRIPTION

See attached legal description.

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

Exhibit A
Legal Description

GLC # 11650

STATE OF ALABAMA
SHELBY COUNTY

PARENT TRACT

To find the POINT OF BEGINNING, commence at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama; thence run in a Westerly direction along the South line of said Section 31 a distance of 500.00 feet to the POINT OF BEGINNING; thence continue along the South line of Said Section 31 a distance of 300.00 feet; thence run Northerly with an interior angle of 89°23'00" a distance of 1169.87 feet to the South right-of-way of U.S. Highway 280; thence run on said right-of-way with an interior angle of 96°58'00" a distance of 102.83 feet to the P.C. (point of curve) of a curve to the right having a radius of 1392.30 feet and a central angle of 8°09'41"; thence continue on said right-of-way with an interior angle of 175°55'10" to the chord of said curve a distance of 198.16 feet; thence run Southerly with an interior angle of 87°06'52" a distance of 1189.09 feet to the POINT OF BEGINNING, and containing 354,971.17 square feet or 8.15 acres, more or less.

LEASE PARCEL

To find the POINT OF BEGINNING, commence at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 31, Township 18 South, Range 1 West of the Huntsville Meridian, Shelby County, Alabama; thence run in a Westerly direction along the South line of said Section 31 a distance of 529.04 feet; thence with an angle to the left of 90°00'00" a distance of 226.78 feet to the POINT OF BEGINNING; thence with an angle to the left of 179°35'12" a distance of 75.00 feet to a point; thence with a deflection angle to the left of 90°00'00" a distance of 55.00 feet to a point; thence with a deflection angle to the left of 90°00'00" a distance of 75.00 feet to a point; thence with a deflection angle to the left of 90°00'00" a distance of 55.00 feet to the POINT OF BEGINNING, and containing 4125.00 square feet or 0.09 acres, more or less.

Being a part of the property conveyed to the South Central Bell Telephone Company by deed recorded in Deed Book 283, Page 178, in the Office of the Probate Judge of Shelby County, Alabama.

EXHIBIT B

SITE PLAN/SURVEY

See attached “as-built” site plan/survey describing the Site.

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

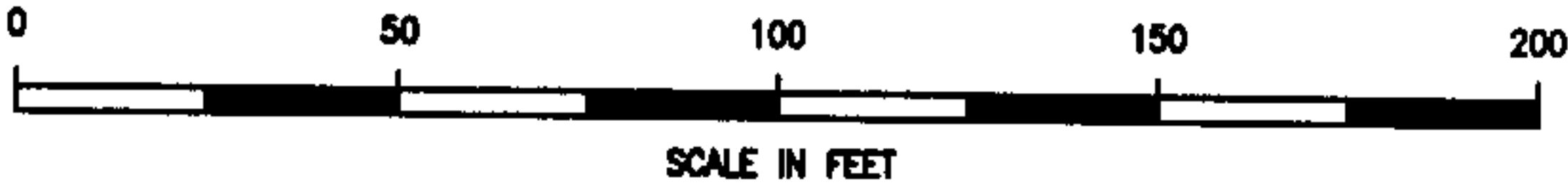
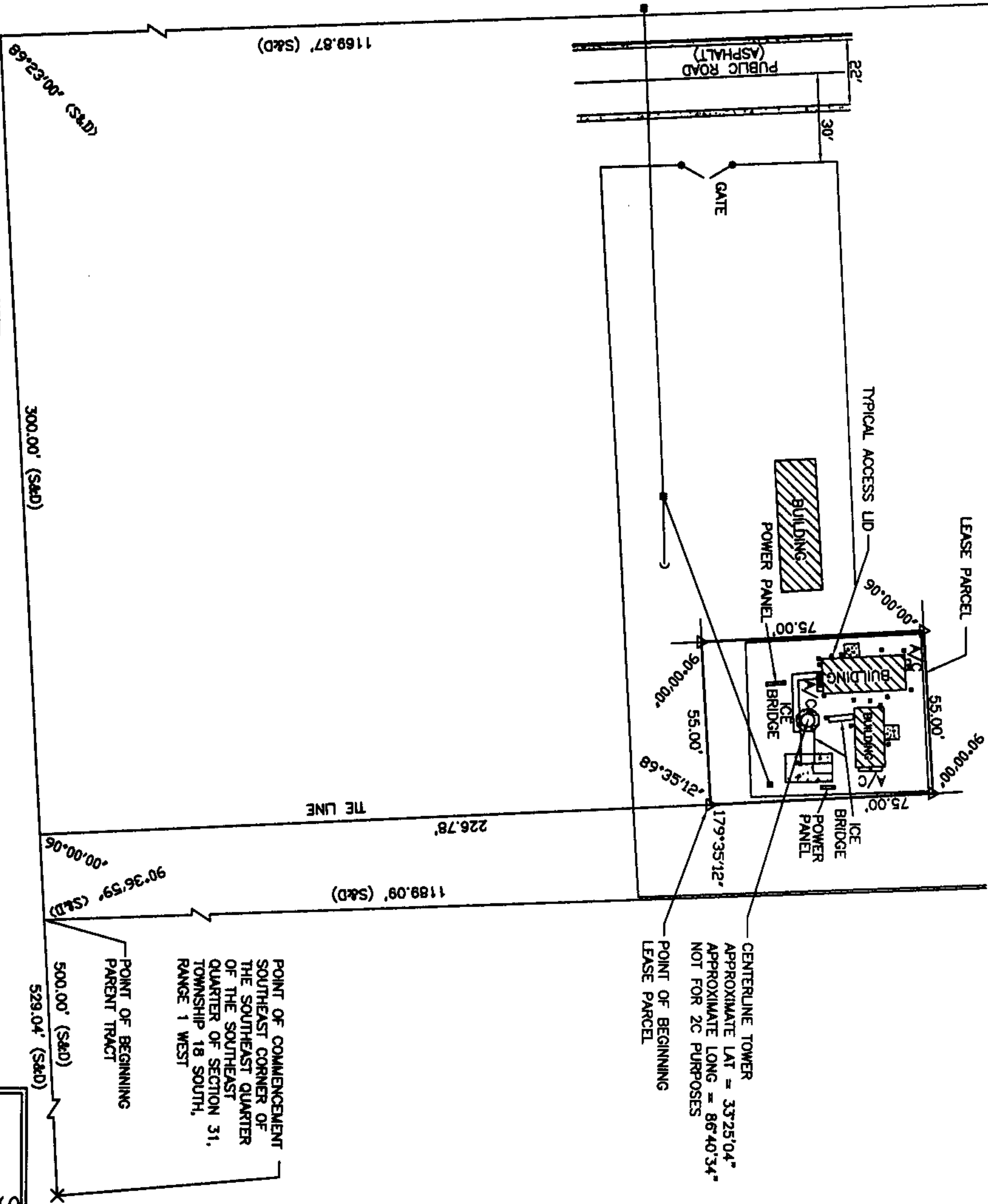


EXHIBIT B

BST SITE NUMBER BST4246L
BELLSOUTH GLC NUMBER 11650
BELLSOUTH APPROVAL of BST EQUIPMENT/IMPROVE:
CROWN BUSINESS UNIT NUMBER

- NOTE:
1. SEE EXHIBIT A FOR LEGAL DESCRIPTION.
 2. FOR REFERENCE SEE FULL SIZE PLAN, GLC # 11650, REVISED 12/29/2000, ON FILE AT THE PRINCIPAL ADDRESS OF TRANSFERRING ENTITY AND TOWERCO.



POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
THE SOUTHEAST QUARTER
OF THE SOUTHEAST
QUARTER OF SECTION 31,
TOWNSHIP 18 SOUTH,
RANGE 1 WEST

POINT OF BEGINNING
PARENT TRACT

CENTERLINE TOWER
APPROXIMATE LAT = 33°25'04"
APPROXIMATE LONG = 86°40'34"
NOT FOR 2C PURPOSES



SITE PLAN
SITE: BIRMINGHAM OAK MOUNT STATE: AL



DESIGN BY	SET	SCALE	1" = 50'	JOB NO.	2000068/A
DRAWN BY	SET	DATE	12/29/00	ISSUED NO.	
REVISION		REV. NO.		GLC11650	

EXHIBIT C

TOWER ELEVATION

See attached “as built” tower elevation describing the Tower.

Site Name: Birmingham Oak Mount, AL
Site Number: 11650-AL
Owned Site

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SHELBY COUNTY JUDGE OF PROBATE 107.50
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