

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: All Other Financial Guarantees-NOC-Traditional

Bond No. : K0812260A

Dated effective: 5/21/2009
(MONTH, DAY, YEAR)

executed by: Global Signal Acquisitions II LLC, as Attorney in Fact for STC Five, as
Principal,
(PRINCIPAL)

and by: Westchester Fire Insurance Company, as Surety,
(SURETY)

and in favor of : El Paso County Board of County Commissioners.
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby
consent to changing

INFORMATION	FROM	TO
Description	Lucky Four Ranch, West Hwy 24, Green Mountain Falls, CO	VA-08-002; Lucky Four Ranch, West Hwy 24, Green Mountain Falls, CO 80819; BU #877034
Contract Date		10/10/1997
Obligee Name	El Paso County	El Paso County Board of County Commissioners, 27 E. Vermijo, Colorado Springs, CO 80903

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except
as herein expressly stated.

This rider is effective 5/21/2009
(MONTH, DAY, YEAR)

Signed and Sealed 12/17/2009
(MONTH, DAY, YEAR)

Global Signal Acquisitions II LLC, as Attorney in Fact for STC Five
PRINCIPAL

BY: [Signature] VP [Signature] TITLE

Westchester Fire Insurance Company
SURETY

BY: [Signature]
Jeffrey A. Frank, ATTORNEY-IN-FACT

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Jeffrey A Frank, Paul W Aaron, Robert J Cawley, Susan C Caputy, all of the City of PITTSBURGH, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 6 day of March 2009.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.
On this 6 day of March, AD. 2009 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2010

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 17th of December, 2009



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 06, 2011.

THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES

THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

Sprint



Sprint Nextel
6450 Sprint Parkway, 3rd Floor
Overland Park, KS 66251
Office: (913) 315-9755 Fax: (913) 523-7729
e-mail: Jay.R.Heck@sprint.com

Jay R. Heck
Counsel
Real Estate - Legal Department

877034

June 19, 2009

To: Interested Parties

Re: Grant of Power of Attorney by Sprint entities to Global Signal Acquisitions II LLC

With respect to each of the following agreements (each a "Lease"), each dated May 26, 2005

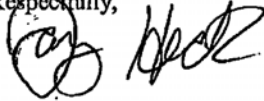
- Master Lease and Sublease by and among STC One LLC ("Lessor"), Global Signal Acquisitions II LLC ("Lessee"), and Sprint Telephony PCS, L.P. ("Sprint Collocator")
- Master Lease and Sublease by and among STC Two LLC ("Lessor"), Global Signal Acquisitions II LLC ("Lessee"), and SprintCom, Inc. ("Sprint Collocator")
- Master Lease and Sublease by and among STC Three LLC ("Lessor"), Global Signal Acquisitions II LLC ("Lessee"), and American PCS Communications, LLC ("Sprint Collocator")
- Master Lease and Sublease by and among STC Four LLC ("Lessor"), Global Signal Acquisitions II LLC ("Lessee"), and PhillieCo, L.P. ("Sprint Collocator")
- Master Lease and Sublease by and among STC Five LLC ("Lessor"), Global Signal Acquisitions II LLC ("Lessee"), and Sprint Spectrum L.P. ("Sprint Collocator")
- Master Lease and Sublease by and among STC Six Company ("Lessor"), Global Signal Acquisitions II LLC ("Lessee"), and Sprint Spectrum L.P. ("Sprint Collocator")

With respect to each Site under each Lease, the respective Lessor has appointed Lessee as its exclusive site manager and attorney-in-fact with respect to each Site. The grant of power of attorney is not in a separate document, but rather is incorporated within the Lease. Section 4(b) of the Lease, which is excerpted in the attachment to this letter, provides in relevant part that "Lessee will have the right to review, negotiate and execute on behalf of Lessor amendments and other documentation relating to Ground Leases and to otherwise act on behalf of Lessor in dealing with the Ground Lessors under the Ground Leases, and Lessor hereby grants to Lessee a limited power of attorney and, subject to any limitation on such appointment herein, appoints Lessee as its agent and attorney to review, negotiate and execute on behalf of Lessor amendments and other documentation relating to Ground Leases and to otherwise act on behalf of Lessor in dealing with the Ground Lessors under the Ground Leases."

DM #442326

The Term of the power of attorney runs with the term of the Lease, which continues through May 25, 2037.

Respectfully,

A handwritten signature in black ink, appearing to read "Jay Heck", written over a circular stamp or seal.

Jay Heck

Attachment

file
Kenneth G. Rowberg
Planning Director

Carl F. Schueler
Assistant Director

El Paso County Planning Department

VA-02-027



March 4, 2003

Qwest Wireless, LLC
Attention: Brad Johnson, Zoning Manager
4301 East Colfax, Room 314
Denver, Colorado 80220

G. C. and Cecil Smischny
6621 South High Street
Littleton, Colorado 80121

RE: Renewal of a Variance of Use: Qwest Communication Tower (VA-02-027)

This is to inform you that the above-referenced request by G. D. and Cecil Smischny for a Renewal of a Variance of Use to allow a 60-foot telecommunication tower in the R-T (Residential-Topographic) District was heard and approved by the Board of County Commissioners on February 24, 2003. The 92.42-acre parcel (Assessor's Tax Schedule #83092-00-023) is located at the northwest corner of Lucky 4 Road and U.S. Highway 24 within the Ute Pass Planning Area.

This approval is subject to the following:

CONDITIONS

1. Approval is limited to the one (1) existing commercial tower of sixty-three (63) feet in height and existing antennas and equipment buildings as depicted in the applicant's letter of intent and site drawings.
2. The Variance of Use is subject to Board of County Commissioner's review five years from the date of Board of County Commissioner's approval. Specific items for the Board of County Commissioners to review at the end of this five year period shall be changing technology which could result in reduced tower height, changes in specific tower related regulations on the Federal and local level, and visual integrity of the tower as compared to the original approval.
3. This Variance of Use approval shall be deemed abandoned, and of no further force and effect, if the primary intended use and/or activity has not been substantially implemented upon the approved site within one (1) year of the Board of County Commissioners' Variance of Use approval, or if implemented, has been discontinued for a period of one (1) year. For the purpose of this condition, this Variance of Use shall be deemed discontinued if the primary intended use has not been actively and regularly conducted on the approved site.

27 East Vermijo Avenue
Colorado Springs, Colorado 80903-2088
Web Site: www.eipasoco.com

(719) 520-6300
FAX: (719) 520-6322
E-mail: planweb@eipasoco.com

077034/BK

Qwest Wireless, LLC
G. C. and Cecil Smischny
March 4, 2003
Page 2

4. The Variance of Use approval for the tower includes giving the Director of Planning the authority to administratively approve an extension to the tower height limited to 15 feet, as well as additional antennas on the tower.
5. The tower shall be painted a suitable color to fit into the natural surroundings, as determined by the Planning Department.
6. The Telecommunication Site shall remain in compliance with the approved site plan, including, but not limited to landscaping, fencing, etc
7. Prior to the Planning Department's authorization for the issuance of a building permit, the applicant shall submit a Plot Plan in accordance with approval and Section 37 of the El Paso County Land Development Code.
8. The tower shall remain designed to allow for collocation of other antennas.

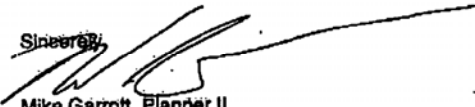
NOTATIONS

1. Costs incurred to establish the business or comply with the conditions of approval shall not be used as a basis of extending the use beyond the specified time limit.
2. No subsequent enlargement, expansion or modification of the use shall be allowed unless the proposal is reevaluated and goes through the public hearing process in accordance with the requirements of the El Paso County Land Development Code.
3. If the variance of use is abandoned or discontinued for one (1) year or longer the variance of use shall be deemed abandoned and of no further force and effect.
4. The Planning Department shall have the right to enter the site, without notice, to inspect the facility for compliance with the terms and conditions of this variance of use.

This represents the Planning Department's understanding of the action taken by the Board of County Commissioners. A copy of their Resolution will be forwarded to you, once that document is available.

Should you have any questions or if I can be of further assistance, please contact me at 719-520-6300.

Sincerely,


Mike Garrott, Planner II

cc: File: VA-02-027

EX-21 4 dex21.htm SUBSIDIARIES OF CROWN CASTLE INTERNATIONAL CORP.

EXHIBIT 21

CROWN CASTLE INTERNATIONAL CORP. SUBSIDIARIES

Crown Castle Operating Company (f/k/a Crown Castle USA Holdings Company), a Delaware corporation

Crown Communication Inc., a Delaware corporation (d/b/a/ Crown Communications, CrownCom)

Crown Castle USA Inc. (f/k/a Crown Network Systems, Inc.), a Pennsylvania corporation

Crown Castle PT Inc., a Delaware corporation

Crown Castle South LLC, a Delaware limited liability company

Crown Castle GT Corp., a Delaware corporation

Crown Castle Operating LLC, a Delaware limited liability company

Crown Castle Australia Holdings Pty Limited, an Australian limited liability company

Crown Castle Australia Pty Ltd (f/k/a CCAL Towers Pty Ltd.), an Australian limited liability company

Crown Castle CA Corp., a Delaware corporation

CC Castle International LLC, a Delaware limited liability company

Crown Castle Towers 05 LLC, a Delaware limited liability company

Crown Castle Towers LLC, a Delaware limited liability company

CC Towers Guarantor LLC, a Delaware limited liability company

CC Towers Holding LLC, a Delaware limited liability company

Crown Atlantic Company LLC, a Delaware limited liability company

Crown Castle GT Company LLC, a Delaware limited liability company

CCGS Holdings LLC, a Delaware limited liability company

Global Signal Operating Partnership, LP, a Delaware limited partnership

Global Signal Holdings III LLC, a Delaware limited liability company

Pinnacle Towers Acquisition LLC, a Delaware limited liability company

Global Signal Acquisitions II LLC, a Delaware limited liability company

Global Signal Acquisitions III LLC, a Delaware limited liability company

Global Signal Holdings V LLC, a Delaware limited liability company

Pinnacle Towers LLC, a Delaware limited liability company