UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 18, 2010

Crown Castle International Corp.

(Exact name of registrant as specified in its charter)

Delaware	**001-16441**	**76-0470458**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1220 Augusta Drive **Suite 500** **Houston, TX**	**77057**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(713) 570-3000**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

(e) 2010 EMT Annual Incentive Plan. On February 18, 2010, the Board, upon recommendation from the Compensation Committee, approved the Crown Castle 2010 EMT Annual Incentive Plan ("2010 Incentive Plan") for the Company's executive management team ("EMT"), including W. Benjamin Moreland, the Company's President and Chief Executive Officer and the Company's other executive officers. The 2010 Incentive Plan is intended to provide incentives to members of the Company's EMT in the form of cash payments for achieving certain performance goals established under the 2010 Incentive Plan. Under the 2010 Incentive Plan, each eligible participant has an assigned target bonus level, expressed as a percent of base salary. Depending on the achievement of specified levels of corporate and business unit financial performance goals and individual performance goals, each eligible participant may earn a multiple of the target bonus. The Board's approval of the 2010 Incentive Plan does not create a guarantee of an incentive award to any eligible participant, and the Compensation Committee retains discretion to discontinue or amend the 2010 Incentive Plan at any time. A copy of the 2010 Incentive Plan is filed as Exhibit 10.1 to this Form 8-K.

Executive Officer Compensation. On February 18, 2010, the Board, upon recommendation from the Compensation Committee, approved the following base salaries, annual incentives and restricted stock awards ("RSAs") with respect to the following executive officers of the Company:

Name and Principal Position	2010 Base Salary ($)	2009 Annual Incentive ($)	2010 Time Vest RSAs (Shares)	2010 Performance RSAs (Shares)
W. Benjamin Moreland President and Chief Executive Officer	$ 600,000	$ 842,141	32,736	103,393
Jay A. Brown Senior Vice President, Chief Financial Officer and Treasurer	$ 395,402	$ 420,530	16,719	52,806
James D. Young Chief Operating Officer	$ 412,602	$ 456,666	16,696	52,733
E. Blake Hawk Executive Vice President and General Counsel	$ 390,772	$ 374,648	12,437	39,281
Philip M. Kelley Senior Vice President — Corporate Development & Strategy	$ 318,270	$ 244,110	8,682	27,422
John P. Kelly Former Executive Vice Chairman*	$ N/A*	$ 783,344	N/A*	N/A*

* As previously announced, Mr. Kelly resigned from the executive position of Executive Vice Chairman effective December 31, 2009. Mr. Kelly remains a director of the Company. See the Company's Form 8-K filed with the Securities and Exchange Commission on August 11, 2009.

The terms of the 2010 Time Vest RSAs shown in the table above provide that one-third of the shares underlying such RSAs vest (i.e., the forfeiture and transfer restrictions lapse) on February 19 of each of 2011, 2012 and 2013.

The terms of the 2010 Performance RSAs shown in the table above provide for 0% to 100% of the shares underlying such RSAs to vest on February 19, 2013 ("Price Performance Date") based upon the highest average closing price per share of the Company's common stock ("Common Stock") for 20 consecutive trading days during the period commencing August 24, 2012 and ending on (and including) the Price Performance Date ("Highest Average Price"). If the Highest Average Price achieved equals $44.56*, $51.23* or $66.51*, then the percentage of the 2010 Performance RSAs which vests on the Price Performance Date is 25%, 50% or 100%, respectively. If the Highest Average Price achieved falls between $44.56*, $51.23* and $66.51*, then the percentage of 2010 Performance RSAs which vests is determined on a pro rata basis as follows:

Highest Average Price*	**Percentage of 2010 Performance RSA Shares Vesting**
$44.56	25%
Between $44.56 and $51.23	Between 25% and 50% (an additional increase of approximately 3.75% for each $1.00 increase in the Highest Average Price above $44.56)
$51.23	50%
Between $51.23 and $66.51	Between 50% and 100% (an additional increase of approximately 3.27% for each $1.00 increase in the Highest Average Price above $51.23)
$66.51 and above	100%

In addition, if the closing share price of the Common Stock ("Closing Price") is at or above $44.56* on the Price Performance Date and none of the vesting criteria described above has yet been satisfied, then 25% of the 2010 Performance RSAs will vest if and upon the closing share price of the Common Stock being at or above $44.56* for a period of 20 consecutive trading days that includes the Price Performance Date.

The 2010 Time Vest RSAs and 2010 Performance RSAs were granted pursuant to the Company's 2004 Stock Incentive Plan, as amended ("2004 Stock Incentive Plan"). A form of standard Restricted Stock Agreement generally used for the Company's 2004 Stock Incentive Plan is filed as Exhibit 10.3 to the Company's Form 8-K filed with the Securities and Exchange Commission on March 2, 2005.

* The Highest Average Price and the Closing Price targets are subject to adjustment to reflect stock splits, stock and cash dividends and other distributions or restructurings.

Non-employee Director Equity Compensation. On February 18, 2010, the Board approved changes to certain of the components of compensation for non-employee members of the Board. On February 18, 2010, the Board also approved an annual equity grant of shares of Common Stock to the non-employee directors of the Board. A summary of the current components of compensation for non-employee members of the Board, including the equity grants approved on February 18, 2010, is attached as Exhibit 10.2 to this report.

ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit No.	Description
10.1	2010 EMT Annual Incentive Plan
10.2	Summary of Non-Employee Director Compensation

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ E. Blake Hawk
Name: E. Blake Hawk
Title: Executive Vice President and General Counsel

Date: February 24, 2010

EXHIBIT INDEX

Exhibit No.	Description
10.1	2010 EMT Annual Incentive Plan
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Exhibit 10.1

2010 Executive Management Team Annual Incentive Plan

Plan Document

(Effective January 1, 2010)

CROWN CASTLE INTERNATIONAL CORP.
2010 EMT ANNUAL INCENTIVE PLAN

Overview

This Plan Document is designed to outline the provisions of the Crown Castle International Corp. ("CCIC" or "Company") 2010 Executive Management Team (EMT) Annual Incentive Plan (the "Plan") effective as of the 1st day of January 2010, in accordance with the terms provided herein.

The Company hereby adopts the terms of the Plan as follows:

Section 1. Objectives

The Company's main objectives for the Plan are:

- To provide a compensation package that is competitive with the market.
- To motivate executives by providing the appropriate reward for individual and corporate performance based on Company goals and objectives.
- To focus business unit executives on maximizing results of their business units, while also reinforcing the importance of teamwork at the corporate level.
- To link the Plan's financial measures with investor expectations.
- To link the Plan's financial and nonfinancial measures with the individual performance of the executives.

Section 2. Plan Year

The effective date of this Plan is January 1, 2010. The Plan will remain in effect from January 1, 2010, to December 31, 2010 (the "Plan Year").

Section 3. Administration

The Plan shall be administered by the Compensation Committee (the "Committee") of the Board of Directors (the "Board") with oversight by the Board. The Committee shall have the authority to review and approve: (a) the Participants as defined in Section 4, (b) the incentive opportunities for each Participant as defined in Section 6, (c) the methodology for determining the Performance Goals as defined in Section 7, (d) the minimum performance requirements as described in Section 8, and (e) the final Incentive Awards for the Participants as described in Section 9. The Committee shall also have the authority to review and approve any proposed amendments to the Plan throughout the Plan Year. The Committee retains the right to discontinue or amend this Plan at any time. The Committee may use discretion to adjust the Incentive Award levels to account for events that impact the ability to meet the Performance Goals described in Section 7.

The Chief Executive Officer of the Company (the "CEO") will be responsible for the interpretation and the day-to-day management of the Plan. The CEO shall also make recommendations to the Committee for review and approval.

Nothing in this Plan is to be considered a guarantee of an Incentive Award.

Section 4. Eligibility

Executive employees who are selected by the CEO, and are approved by the Committee, will be eligible to participate in the Plan (the "Participants").

Section 5. Change in Eligibility Status

In making decisions regarding employees' participation in the Plan, the CEO may consider any factors that he or she may consider relevant. The following guidelines are provided as general information regarding employee status changes upon the occurrence of the events described below, provided that recommendation to include an employee in the Plan originates from the CEO:

(a) New Hire, Transfer, Promotion. A newly hired, transferred or promoted employee selected and approved as a Participant in the Plan prior to March 1 of the Plan Year may participate based on a full Plan Year. A newly hired, transferred or promoted employee selected and approved as a Participant in the Plan after March 1 and before November 1 of the Plan Year may participate in the Plan on a pro rata basis as of the date the Participant was approved into the Plan. A newly hired employee selected and approved as a Participant in the Plan after November 1 of the Plan Year will not be eligible to participate in the Plan until a new Plan Year begins the following January 1.

(b) Demotion. An Incentive Award will generally not be made to an employee who has been demoted during the Plan Year because of performance.

(c) Termination. An Incentive Award will generally not be made to any Participant whose services are terminated prior to the payment of the Incentive Award for reasons of misconduct, failure to perform or other cause.

(d) Resignation. An Incentive Award will generally not be made to any Participant who resigns for any reason, including retirement, before the Incentive Award is made. However, if the Participant has voluntarily terminated his or her employment with the Company's consent, the Participant may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award.

(e) Death and Disability. A Participant whose status as an active employee is changed prior to the payment of the Incentive Award for any reason other than the reasons cited above may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award. In the event that an Incentive Award is made on behalf of an employee who has terminated employment by reason of death, any such payments or other amounts due will generally be paid to the Participant's estate.

The above guidelines are subject to the terms of any applicable severance or similar agreements. Nothing in the Plan shall confer any right to any employee to continue in the employ of the Company.

Section 6. Incentive Opportunity

The CEO will determine, and recommend for approval by the Committee, incentive opportunities for each Participant. The incentive opportunities will be defined as Incentive Opportunity Zones that represent a range of threshold, target and maximum performance outcomes for which incremental increases in performance will result in incremental increases in the Incentive Award.

Each Incentive Opportunity Zone will include threshold, target and maximum incentive opportunities. The Participant's target incentive opportunity will be based on the Participant's role and responsibilities, and will be expressed as a percentage of the Participant's base salary. The Participant's threshold and maximum incentive opportunities will be expressed as a Payout Multiple of the target incentive opportunity and will also be based on the Participant's role and responsibilities. The tables set forth on Exhibit A outline the target Payout Multiples for certain Participant categories.

The target incentive opportunity as a multiple of base salary, and the resulting threshold and maximum opportunities will be determined and approved in writing and kept on file for each Participant in the appropriate Human Resources department.

Section 7. Performance Goals

Each Participant shall have specific performance goals (the "Performance Goals") determined for his or her position for the Plan Year. These Performance Goals will be based on certain financial and nonfinancial performance measures that support the approved business plan of the Company and/or business unit, and should identify how the Participant will support the achievement of such goals.

Two performance categories will generally be used for each Participant:

1. ***Corporate/Business Unit Performance*** ¾ There will be one or more performance measures with equal or different weights that may be used within this category, including without limitation any one or more of the performance criteria described below:

- Corporate Adjusted EBITDA – calculated as EBITDA adjusted for non-cash compensation.

- Corporate Recurring Cash Flow per Share – calculated as Recurring Cash Flow divided by calendar year-end total CCIC common shares outstanding.

- Business Unit Recurring Cash Flow – calculated as Business Unit Adjusted EBITDA adjusted for Sustaining Capital Expenditures.

- Business Unit Net New Sales – calculated as Gross New Tenant GAAP Revenue adjusted for Churn and DAS New Revenue.

The Performance Goals for these financial measures will generally be based on the Company's 2010 financial budget/forecasts as approved by the Board.

2. Individual Performance ¾ The Individual Performance Goals will generally be based on those established using the Company's annual performance management system.

The target mix and weighting of the Performance Goals for each Participant will vary depending on the Participant's role and responsibilities, as set forth on Exhibit B.

For the financial performance measures, threshold, target, and maximum Performance Goals will be established and aligned within the Participant's applicable Incentive Opportunity Zone as defined above in Section 6. The threshold, target, and maximum Performance Goals for these financial measures, based on the Company's budget/forecast for 2010 are set forth on Exhibit C.

The threshold, target and maximum individual Performance Goals will be based on how well the Participant met the goals established using the Company's annual performance management system. The Individual Performance Goals will be aligned within the Participant's applicable Incentive Opportunity Zone. While the interpretation of how well the Individual Performance Goals are met will be more subjective than for financial measures, the following descriptions will be used to interpret individual performance:

1. ***Exceeds Expectations*** – Defined as performance that consistently exceeds established expectations regarding the Participant's key individual goals. Performance at this level creates new standards of performance. Individual performance near or at the maximum will be achieved if the participant has exhibited "Exceeds Expectations" performance.

2. ***Meets Expectations*** - Defined as performance that consistently meets and often exceeds established expectations regarding the Participant's key individual goals. Individual performance at target will be achieved if the Participant has exhibited "Meets Expectations" performance.

3. ***Meets Most Expectations*** - Defined as performance that often meets established expectations regarding the Participant's key individual goals, but also requires some development. Individual performance near or at the minimum will be achieved if the Participant has exhibited "Meets Most Expectations" performance.

4. ***Does Not Meet Expectations*** - Defined as performance that does not consistently meet established expectations regarding the Participant's key individual goals and requires significant development. Individual performance at this level will result in no individual annual incentive payment for the Participant.

Section 8. Minimum Performance Requirements

There are three minimum performance requirements in order to receive a full Annual Incentive in accordance with the Plan:

1. The Minimum Financial Performance Target level set forth on Exhibit C must be achieved for Participants to be eligible for the Annual Incentive.

2. The business units or departments for which the Participants are responsible must receive an acceptable 404 assessment of applicable internal controls. The receipt of a 404 assessment with a material weakness may result in a reduction or elimination of the potential 2010 Annual Incentive for the responsible Participants and potentially all Participants.

3. The Participant must receive an Individual Performance Rating of Meets Expectations or Exceeds Expectations. If a Participant receives an Individual Performance Rating of Meets Most Expectations, the Participant's Payout Multiple for the Corporate/Business Unit Performance Goals will be reduced to the lower of the Individual Payout Multiple received for the Meets Most Expectations Rating or the Payout Multiple received for the Corporate/Business Unit Performance Goals. If a Participant receives an Individual Performance Rating of Does Not Meet Expectations, the Participant will not receive an Annual Incentive Award.

Section 9. Incentive Award Calculation

The Incentive Awards will be calculated based on the Incentive Opportunity Zones established for each Participant at the beginning of the Plan Year. The Incentive Opportunity Zones can be depicted as target Incentive Opportunity Curves that correlate the incentive Payout Multiples with each of the Performance Goals.

The target Incentive Opportunity Curves for each of the Performance Goals are set forth on Exhibit D.

At Plan Year-end, the following steps will occur to calculate each Participant's final Incentive Award:

- The actual performance results will be plotted on each applicable Incentive Opportunity Curve for the Participant.

  - If actual performance results fall between the threshold and target, or the target and maximum Performance Goals, the Payout Multiples will be calculated by interpolating the actual performance results with the threshold, target, and maximum Payout Multiples. However, no incentive will be paid if actual results fall below the threshold Performance Goal.

- Each of the resulting Payout Multiples will then be multiplied by the weighted percentage for the applicable Performance Goal.

- The products of each will then be added together to determine the total Payout Multiple for the Participant.

- The total Payout Multiple will then be applied to the Participant's target Incentive Award as a percentage of base salary to determine the total Incentive Award.

An illustration of how this calculation is performed is set forth on Exhibit E.

Section 10. Incentive Award Payments

Incentive Award payments in accordance with this Plan will be processed by the second pay period following the Board of Directors approval of the Plan Year's financial statements.

<u>**Exhibit 10.2**</u>

Crown Castle International Corp.
Summary of Non-Employee Director Compensation

<u>**Initial Equity Grant**</u>**.** Each newly appointed or elected non-employee director is granted, pursuant to the Crown Castle International Corp. ("Company") 2004 Stock Incentive Plan, as amended ("2004 Plan"), a number of unrestricted shares of common stock of the Company ("Common Stock") having a valuation equal to approximately $90,000, valued at the per share closing price of the Common Stock as of the effective date of the director's appointment or election.

<u>**Annual Equity Grant**</u>**.** At the Board's first regularly scheduled meeting of each year, each non-employee director is granted shares of Common Stock having a valuation equal to approximately $125,000 ($200,000 in the case of the Chairman of the Board), valued at the per share closing price of the Common Stock as of the date of such Board meeting. On February 18, 2010, the Board granted pursuant to the 2004 Plan (1) 3,248 shares of common stock (priced at $38.49, the closing price of the Common Stock on February 18, 2010) to each non-employee director of the Board other than J. Landis Martin and (2) 5,196 shares of common stock (priced at $38.49, the closing price of the Common Stock on February 18, 2010) to J. Landis Martin for service as non-employee chairman of the Board.

<u>**Retainers**</u>**.** Each non-employee director receives an annual retainer, paid in quarterly installments, of $75,000 (plus (1) an additional $20,000, $10,000, $5,000 and $5,000 for the chair of the Audit Committee, Compensation Committee, Nominating & Corporate Governance Committee and Strategy Committee, respectively, and (2) an additional $5,000 for each member of the Audit Committee other than the chair), and reimbursement of reasonable incidental expenses. In addition, the Board approved a retainer of $10,000 for up to six months of service to be paid to each member of a special committee formed by the Board.

<u>**Other Benefits**</u>**.** Each non-employee director is eligible to participate, at such director's cost and election, in the Company's medical and dental plans.

<u>**Employee Directors**</u>**.** A director who is also an employee of the Company receives no additional compensation for services as a director.