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This document was prepared by and upon recording return to:

Phil van Aelstyn, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
PO Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-8502

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7721/0067 32 001 Page 1 of 11
2001-09-18 12:09:46
Cook County Recorder 41.50



Cross Reference: see Exhibit B attached

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective as of the date this Assignment is fully executed by both parties, by and between **CHICAGO SMSA LIMITED PARTNERSHIP**, an Illinois limited partnership d/b/a Verizon Wireless, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), grantor for indexing purposes, and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"), grantee for indexing purposes. All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease or a memorandum thereof is evidenced of record as 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 a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

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BATCH
of 34

Illinois Assignment and Assumption (Partnership/General Partnership)
BELMONT HALL, IL0275

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WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has as of this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

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Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

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

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Signature Page for Assignment and Assumption Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR:

CHICAGO SMSA LIMITED PARTNERSHIP, an Illinois limited partnership
d/b/a Verizon Wireless

By: Cellco Partnership, a Delaware general partnership, its general partner

By: Bernadette Faiella

Name: Bernadette Faiella
Title: Acting Executive Vice President and CTO

[Seal]

ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF SOMERSET

I, Barbara A. Ehmman, a Notary Public in and for said County in the State aforesaid, do hereby certify that Bernadette Faiella, personally known to me to be the Acting Executive Vice president and CTO of Cellco Partnership, a Delaware general partnership, as general partner of Chicago SMSA Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 2001.

Barbara A. Ehmman
Notary Public

My Commission expires:

[Notarial Stamp/Seal]

BARBARA A. EHMANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 30, 2006

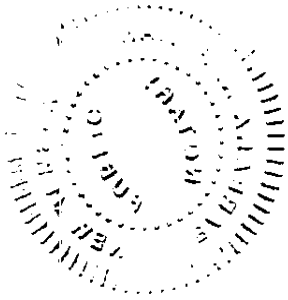


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BARBARA A. EIMANN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires April 30, 2008



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Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: *Holly Ernst Groschner*
Name: HOLLY ERNST GROSCHNER
Title: Assistant Secretary

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ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF FULTON)

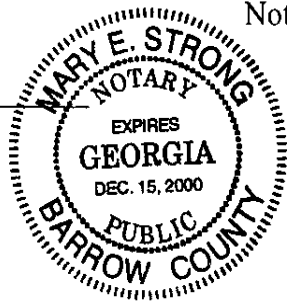
Mary E. Strong

I, Mary E. Strong, a Notary Public in and for said County in the State aforesaid, do hereby certify that HOLLY ERNST GROSCHNER, personally known to me to be the Assistant Secretary of Crown Castle GT Company LLC (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of the Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of August, 2000.

Mary E. Strong
Notary Public

My Commission expires:



[Notarial Stamp/Seal]

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EXHIBIT "A" (IL0275 -Belmont Hall)

A parcel of land adjoining an existing building located within Lot "D" in Koester and Zander's Section Line Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of Lot "D" aforesaid; thence North $88^{\circ}03'34''$ West, along the North line of Lot "D", for a distance of 29.22 feet; thence South $00^{\circ}35'51''$ West, for a distance of 19.38 feet; thence South $88^{\circ}32'43''$ East, for a distance of 0.76 feet; thence South $01^{\circ}27'17''$ West, for a distance of 2.40 feet to the Point of Beginning; thence continuing along the last described course for a distance of 17.30 feet; thence North $88^{\circ}32'43''$ West, for a distance of 14.50 feet; thence North $01^{\circ}27'17''$ East, for a distance of 17.30 feet; thence South $88^{\circ}32'43''$ East, for a distance of 14.50 feet to the Point of Beginning, containing 251 square feet, more or less, in Cook County, Illinois.

TOGETHER WITH all right, title and interest of grantor in and to the following described Equipment Room Lease Site:

A portion of an existing building located within Lot "D" in Koester and Zander's Section Line Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of Lot "D" aforesaid; thence North $88^{\circ}03'34''$ West along the North line of Lot "D" for a distance of 29.22 feet; thence South $00^{\circ}35'51''$ West, for a distance of 0.78 feet to the Point of Beginning; thence continuing along a prolongation of the last described course for a distance of 18.60 feet; thence South $88^{\circ}32'43''$ East, for a distance of 0.76 feet; thence South $01^{\circ}27'17''$ West, for a distance of 2.40 feet; thence North $88^{\circ}32'43''$ West, for a distance of 21.73 feet; thence North $00^{\circ}35'51''$ East, for a distance of 21.00 feet; thence South $88^{\circ}32'43''$ East for a distance of 21.00 feet to the Point of Beginning, containing 443 square feet, more or less, in Cook County, Illinois.

TOGETHER WITH all right, title and interest of grantor in and to the following described Utility Easement:

A parcel of land located within Lot "D" in Koester and Zander's Section Line Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of Lot "D" aforesaid; thence South $01^{\circ}22'31''$ West along the East line of Lot "D", for a distance of 70.22 feet for a Point of Beginning; thence continuing along the last described course, for a distance of 15.00 feet; thence North $30^{\circ}51'10''$ West, for a distance of 75.35 feet; thence South $88^{\circ}32'43''$ East, for a distance of 9.47 feet; thence South $30^{\circ}51'10''$ East, for a distance of 57.60 feet to the Point of Beginning, containing 532 square feet, more or less, in Cook County, Illinois.

TOGETHER WITH all right, title and interest of grantor in and to the following described Ingress/Egress Easement:

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A parcel of land located within the South 80.00 feet of the West 213.00 feet of the East 313.00 feet of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian. Also, within Lot "D" in Koester and Zander's Section Line Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 40 North, Range 13 East of the Third Principal Meridian, as recorded January 26, 1915, as Document No. 5567610, more particularly described as follows:

Beginning at a point of intersection of the South line of the Northwest 1/4 of Section 27 aforesaid with the East right-of-way line of Knox Avenue, said point being 313.00 feet Westerly of the East line of the Northwest 1/4 of the Northwest 1/4 of Section 27 aforesaid; thence South 88°03'25" East along the South line of the Northwest 1/4 of the Northwest 1/4 of Section 27 aforesaid, for a distance of 185.83 feet to a tangential curve to the left having a radius of 17.00 feet for an arc distance of 26.87 feet; thence North 01°22'31" East parallel with and 110.00 feet Westerly of as measured perpendicular to the East line of the Northwest 1/4 of the Northwest 1/4 of Section 27 aforesaid, for a distance of 289.30 feet; thence North 88°32'43" West, for a distance of 12.00 feet; thence South 01°22'31" West, for a distance of 15.01 feet; thence South 46°27'17" West, for a distance of 7.06 feet; thence North 88°32'43" West, for a distance of 15.73 feet; thence South 01°27'17" West, for a distance of 12.00 feet; thence South 88°32'43" East, for a distance of 15.74 feet; thence South 43°35'06" East, for a distance of 7.09 feet; thence South 01°22'31" West; for a distance of 252.31 feet to a tangential curve to the right having a radius of 5.00 feet for an arc distance of 7.90 feet; thence North 89°03'25" West, parallel with and 12.00 feet Northerly of as measured perpendicular to the South line of the Northwest 1/4 of the Northwest 1/4 of Section 27 aforesaid, for a distance of 185.95 feet, said point being on the East right-of-way line of Knox Avenue; thence South 01°22'31" West, for a distance of 12.00 feet to the Point of Beginning, containing 6,185 square feet, more or less, in Cook County, Illinois.

TOGETHER WITH all right, title and interest of grantor in and to that certain Easement for Access and Utilities dated November 8, 1991, recorded December 31, 1991 as Document No. 91692580, Recorder's Office of Cook County, Illinois, relating to the following described property:

That part of the Southwest Quarter of the Northeast Quarter of Section 25, Township 41 North, Range 11 East of the Third Principal Meridian being a strip of land 15 feet wide lying Easterly of the following described line and abutting the Northerly line of the above described lease site:

Commencing at the Northwest corner of the hereon described overall site; thence North 89°34'39" East, 78.77 feet along the Northerly line thereof to the Point of Beginning; thence South 00°20'02" East, 991.11 feet parallel with the Easterly line of said overall site to the Northwest corner of the above described lease site in Cook County, Illinois.

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EXHIBIT A-1

Site Lease Description

Lease Instrument dated 09/18/91 by NBD Trust Company of Illinois, as Trustee under Trust #4172-HP Dated August 19, 1986, as Lessor and Chicago SMSA Limited Partnership, an Illinois limited partnership (as Lessee, as the same may have been heretofore amended or assigned).

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EXHIBIT B

Recording Information of Site Lease

Document(s) of record in COOK, Illinois Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
12/31/91			91692577

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EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

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EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>TIP Height</u>
Decibel	DB872H105FX	0.0	70
Decibel	DB872H105FX	29.3	70
Decibel	DB872H105FX	0.0	70
Decibel	DB872H105FX	0.0	70
Decibel	DB872H105X	29.3	70
Decibel	DB872H105FX	0.0	70
Decibel	DB872H105FX	0.0	70
Decibel	DB872H105FX	29.3	70
Decibel	DB872H105FX	0.0	70

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
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Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.

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