

UNOFFICIAL COPY

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

0010865977

7721/0084 32 001 Page 1 of 10

2001-09-18 12:15:08

Cook County Recorder 39.50



0010865977

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)");

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

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]

Property of Cook County Clerk's Office

10865977

UNOFFICIAL COPY

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: *Donald J. Reid*
Name: **DONALD J. REID**
Title: **Vice President**

Property of County Clerk's Office
Mary E. Strong

ACKNOWLEDGMENT

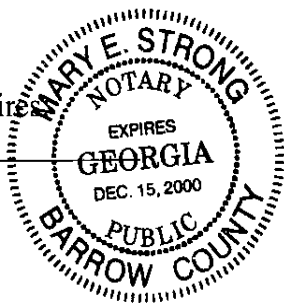
STATE OF GEORGIA)
COUNTY OF FULTON)

I, **Mary E. Strong**, a Notary Public in and for said County in the State aforesaid, do hereby certify that **DONALD J. REID**, personally known to me to be the **Vice President** 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]

10865977

UNOFFICIAL COPY

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

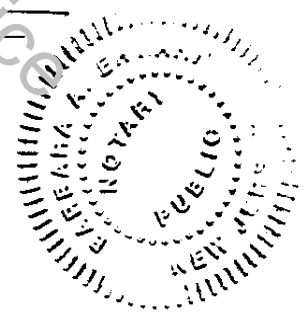
I, Barbara A. Emani a Notary Public in and for said County in the State aforesaid, do hereby certify that Bernadette Faiella, personally known to me to be the Acting Executive Vice president and CTO of Cellco Partnership, a Delaware general partnership, as general partner of Chicago SMSA Limited Partnership, 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. Emani
Notary Public

My Commission expires:

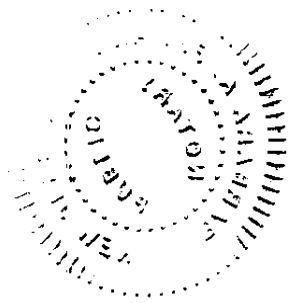
BARBARA A. EMANI [Seal]
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 30, 2006



10865977

UNOFFICIAL COPY

Property of Cook County Clerk's Office



BARBARA A. BARABAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 29, 2025

UNOFFICIAL COPY

EXHIBIT "A" (IL0433 - Markham)

A parcel of land located within Lot 4 (except that part taken for the Dan Ryan Expressway West Leg) in Arthur T. McIntosh and Company's Southtown Farms Unit No. 4, a subdivision in the Southeast Quarter, North of the Indian boundary line and in the Northeast Quarter, South of the Indian boundary line in Section 22, Township 36 North, Range 13 East of the Third Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of aforementioned Lot 4; thence N. 74° 37' 54" E. along the Northerly line thereof, 270.23 feet to a point 136.74 feet, Southwesterly of the Northeast corner thereof (as measured along the Northerly line) for a Point of Beginning; thence S. 03° 46' 34" E. along the Westerly line of the aforementioned Dan Ryan Expressway West Leg, 52.00 feet; thence S. 86° 13' 26" W., 55.00 feet; thence N. 03° 46' 34" W. parallel with said Westerly line of the Dan Ryan Expressway West Leg, 40.72 feet to the aforementioned Northerly line of Lot 4; thence N. 74° 37' 54" E. along said Northerly line, 56.15 feet to the Point of Beginning, containing 2,549.74 square feet 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 4 (except that part taken for the Dan Ryan Expressway West Leg) in Arthur T. McIntosh and Company's Southtown Farms Unit No. 4, a subdivision in the Southeast Quarter, North of the Indian boundary line and in the Northeast Quarter, South of the Indian boundary line in Section 22, Township 36 North, Range 13 East of the Third Principal Meridian being more particularly described as follows:

Commencing at the Northwest corner of the aforementioned Lot 4, thence N. 74° 37' 54" E. along the Northerly line thereof, 214.09 feet to a point 192.89 feet Southwesterly of the Northeast corner thereof (as measured along the Northerly line); thence S. 03° 46' 34" E. parallel with the Westerly line of the aforementioned Dan Ryan Expressway West Leg, 8.17 feet; thence S. 74° 37' 54" W. parallel with the aforementioned Northerly line, 214.47 feet to the West line of said Lot 4; thence Northwesterly on a curve to the left having a radius of 592.14 feet subtending a chord bearing of N. 01° 11' 05" W. for an arc distance of 8.25 feet to the Point of Beginning, containing 1,714.13 square feet in Cook County, Illinois.

UNOFFICIAL COPY

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 11/01/92 by Ms. Jacquelyn Beechy, as Lessor and Chicago SMSA Limited Partnership, an Illinois limited partnership (as Lessee, as the same may have been heretofore amended or assigned).

Property of Cook County Clerk's Office

10865977

UNOFFICIAL COPY

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>
12/24/92			92-971809

Property of Cook County Clerk's Office

10865977

UNOFFICIAL COPY

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

Property of Cook County Clerk's Office

10865977

UNOFFICIAL COPY

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	100
Decibel	DB872H105X	26.9	100
Decibel	DB872H105FX	26.9	100
Decibel	DB872H105FX	0.0	100
Decibel	DB872H105FX	0.0	100
Decibel	DB872H105FX	67.6	100
Decibel	DB872H105X	67.6	100
Decibel	DB872H105X	0.0	100
Decibel	DB872H105FX	0.0	100
Decibel	DB872H105X	67.6	100
Decibel	DB872H105FX	67.6	100
Decibel	DB872H105FX	0.0	100

10865977

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
		117	

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.