



This document was prepared by and upon recording return to:

Phil van Aelstyn, Esq.

After recording, please return to:
First American Title Insurance Company
7370 College Parkway, Suite 104
Ft. Myers, FL 33907
Attn: Melody Martin

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 Incorporated, 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)");



S-Y
P-U
S-N
M-Y

41.50

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. Ehmann, 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 2nd day of January, 2002

Barbara A. Ehmann
Notary Public

My Commission expires:

[Notarial Stamp/Seal]

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

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BARBARA A. EGAN
NOTARY PUBLIC IN ILLINOIS
My Commission Expires April 30, 2025

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: *[Signature]*
Name: DONALD J. REID
Title: Vice President

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ACKNOWLEDGMENT

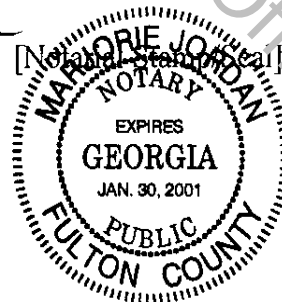
STATE OF GEORGIA)
COUNTY OF FULTON)

I, Marjorie Jordan, 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 23rd day of August, 2000.

[Signature]
Notary Public

My Commission expires:
JANUARY 30, 2001



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EXHIBIT "A" (IL0525 - South Barrington)

A parcel of land located in the West Half of the Southwest Quarter of Section 34, Township 42 North, Range 9 East of the Third Principal Meridian described as follows:

COMMENCING at the intersection of the East line of the West 416 feet of the West Half of the Southwest Quarter of said Section 34 with the Northerly right-of-way line of Higgins Road as conveyed to the State of Illinois by deed recorded as Document No. 12080573; thence North 01 degree 45 minutes 26 seconds East, along said East line, 259.37 feet to the POINT OF BEGINNING; thence continuing North 01 degree 45 minutes 26 seconds East, along said East line, 48.28 feet; thence North 84 degrees 57 minutes 48 seconds West 30.05 feet along a line which if extended Westerly would intersect the West line of said Southwest Quarter 175.26 feet (175 feet record) North of the intersection of said West line with the Northerly right-of-way line of Higgins Road; thence South 01 degree 45 minutes 26 seconds West 50.00 feet; thence South 88 degrees 14 minutes 29 seconds East 30.00 feet to the POINT OF BEGINNING.

Said parcel containing 0.0378 acre or 1,474 square feet.

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

A parcel of land located in the West Half of the Southwest Quarter of Section 34, Township 42 North, Range 9 East of the Third Principal Meridian described as follows:

COMMENCING at the intersection of the East line of the West 416 feet of the West Half of the Southwest Quarter of said Section 34 with the Northerly right-of-way line of Higgins Road as conveyed to the State of Illinois by deed recorded as Document No. 12080573; thence North 01 degree 45 minutes 26 seconds East, along said East line, 319.67 feet to the POINT OF BEGINNING; thence North 84 degrees 57 minutes 48 seconds West 366.06 feet to the East right-of-way line of Bartlett Road as staked and occupied, said line being 50.00 feet normally distant East of the West line of said Southwest Quarter; thence North 01 degree 45 minutes 26 seconds East, along said East right-of-way line 8.01 feet; thence South 84 degrees 57 minutes 48 seconds East 366.06 feet to the East line of the West 416.00 feet of said Southwest Quarter; thence South 01 degree 45 minutes 26 seconds West, along said East line, 8.01 feet to the POINT OF BEGINNING.

Said parcel containing 0.0673 acre or 2,933 square feet.

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

A parcel of land located in the West Half of the Southwest Quarter of Section 34, Township 42 North, Range 9 East of the Third Principal Meridian described as follows:

COMMENCING at the intersection of the East line of the West 416 feet of the West Half of the Southwest Quarter of said Section 34 with the Northerly right-of-way line of

Higgins Road as conveyed to the State of Illinois by deed recorded as Document No. 12080573; thence North 01 degree 45 minutes 26 seconds East, along said East line, 307.65 feet to the POINT OF BEGINNING; thence North 84 degrees 57 minutes 48 seconds West 30.05 feet along a line which if extended Westerly would intersect the West line of said Southwest Quarter 175.26 feet (175 feet record) North of the intersection of said West line with the Northerly right-of-way line of Higgins Road; thence South 01 degree 45 minutes 26 seconds West 35.00 feet; thence North 88 degrees 14 minutes 34 seconds West 12.00 feet; thence North 01 degree 45 minutes 26 seconds East 30.69 feet; thence North 41 degrees 36 minutes 11 seconds West 7.27 feet; thence North 84 degrees 57 minutes 48 seconds West, along a line which if extended Westerly would intersect the West line of said Southwest Quarter 175.26 feet (175 feet record) North of the intersection of said West line with the Northerly right-of-way line of Higgins Road, 319.53 feet to the East right-of-way line of Bartlett Road as staked and occupied, said line being 50.00 feet normally distance East of the West line of said Southwest Quarter; thence North 01 degree 45 minutes 26 seconds East, along said East right-of-way line, 12.02 feet; thence South 84 degrees 57 minutes 48 seconds East 366.60 feet to the East line of the West 416.00 feet of said Southwest Quarter; thence South 01 degree 45 minutes 26 seconds West, along said East line 12.02 feet to the POINT OF BEGINNING.

Said parcel containing 0.1110 acre or 4,836 square feet.

Common Address: 50 West Higgins, South Barrington, IL
Property Identification No.: 01-34-300-006

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 08/20/97 by Peter and Angie Vergados, 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

County

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

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
03/21/97			97616086

Property of Cook County Clerk's Office

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

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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	DB874H105X	0.0	100
Decibel	DB874H105X	45.7	100
Decibel	DB874H105X	0.0	100
Decibel	DB874H105X	0.0	100
Decibel	DB874H105X	45.7	100
Decibel	DB874H105X	0.0	100
Decibel	DB874H105X	0.0	100
Decibel	DB874H105X	114.7	100
Decibel	DB874H105X	114.7	100
Decibel	DB874H105X	0.0	100

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.