

Redwood Village Standpipe
(University)

DOC # 2002-1164659

DEC 19, 2002 4:09 PM

RECORDING REQUESTED BY:

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22635

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 143.00
WAY: 2



2002-1164659

WHEN RECORDED MAIL THIS DOCUMENT 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: Carolyn Wright

SPACE ABOVE THIS LINE FOR RECORDED USE

CROSS REFERENCE: See Exhibit B attached

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)
Apn: 472-470-08-00

"Assignment of a lease with a term
less than 35 years. - No tax due."

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 1st day of April, 2000, by and between **GTE WIRELESS OF THE PACIFIC INCORPORATED (AS SUCESSOR TO GTE MOBILNET OF SAN DIEGO, INC.)**, a Delaware corporation, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), 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"). 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 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-1 attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease 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)");

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 at the Initial Closing on 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;

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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.

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.

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

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

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Signature page for Assignment and Assumption

ASSIGNOR:

**GTE WIRELESS OF THE PACIFIC
INCORPORATED**, a Delaware corporation

By: Jody A. Ruth
Name: Jody A. Ruth
Title: Vice President - Finance and Planning

Attest: Dale S. Voyles
Name: Dale S. Voyles - Assistant Secretary
Title: _____

[Corporate Seal]

**ACKNOWLEDGMENT
(Assignor)**

STATE OF GEORGIA

SS.

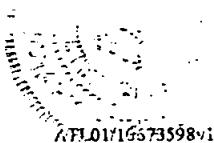
COUNTY OF FULTON

On January 29, 2000 before me, Katherine C. Lingle personally appeared Jody A. Ruth and Dale S. Voyles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed this instrument.

WITNESS my hand and official seal.

Katherine C. Lingle
(Notary Public)
Print Name: Katherine C. Lingle

AFFIX SEAL (Impressed Seal Only)

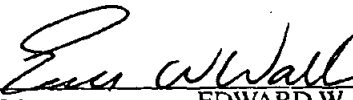


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Signature page for Assignment and Assumption

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: 
Name: EDWARD W. WALLANDER
Title: Senior Vice President

ACKNOWLEDGMENT
(Assignee)

STATE OF GEORGIA

SS.

COUNTY OF FULTON

On January 29, 2000 before me, MARGARET JORDAN personally appeared EDWARD W. WALLANDER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.


(Notary Public)
Print Name: MARGARET JORDAN

AFFIX SEAL (Impressed Seal Only)

Notary Public, Fulton County, Georgia
My Commission Expires January 30, 2001



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EXHIBIT A

Assessor's ID Number: 472-470-08-00

metes and bounds description attached to following page

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EXHIBIT "A"
(CA1026 - University Ave.)

All that tract or parcel of land being a portion of Lots 24 and 25 of Waterville Heights according to the map thereof No. 748, filed April 22, 1893 in the Office of the Recorder of San Diego County, California, lying within the boundaries of land conveyed to the San Diego Unified School District by deed recorded February 7, 1952 in Book 4365, Page 428, Official Records of said County Recorder's Office.

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EXHIBIT A -1

Site Lease Description

Lease Instrument dated 9/29/1995 by The City of San Diego, as Lessor and GTE Mobilnet of San Diego, Inc., as Lessee (as the same may have been heretofore amended or assigned).



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THE CITY OF SAN DIEGO

September 18, 2000

Crown Castle USA
375 Southpointe Boulevard
Canonsburg, PA 15317

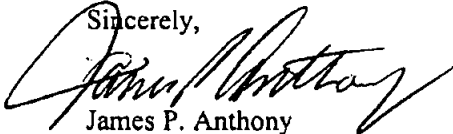
Attn: Tina Siege, Asset Administrator

Re: Renewal of Lease Agreement for CA1026 — University Avenue

This is in response to your May 12th request to exercise your option to extend the lease term of the above agreement for an additional five year period. Your letter stated September 29th as the commencement date. This was the date it was executed by GTE. The actual effective or commencement date of the document was January 1. The current lease term is up December 31, 2000. Your requested renewal will commence January 1, 2001 and extend until December 31, 2005. All other terms and conditions of the original lease will remain the same.

If you have any questions give me a call at (619) 533-6509.

Sincerely,



James P. Anthony
Property Agent



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

8/16/30