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INST. NO 200 5

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LANCASTER COUNTY, NE

\$7850

BLOCK

LINCOLN/NOLIT/ERNE
EDGCE4/MCDONALDS/
UNPA/CUTE/EDEN
WHITMER/INHIC/CH/IT/
COV1

ENTERED
ENTERED
[Signature]

This Instrument Prepared By And
After Recording Return To:
Richard L. Pensinger, Esq.
Waller Lansden Dortch & Davis, PLLC
511 Union Street, Suite 2700
Nashville, Tennessee 37219

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases ("Assignment") is made as of the 4th day of March, 2005, between QWEST WIRELESS, L.L.C., a Delaware limited liability company ("Assignor") with an address at 1801 California Street, Suite 5100, Denver, Colorado 80202 (successor in interest to US WEST WIRELESS, L.L.C.), and VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("Assignee") with an address at 180 Washington Valley Road, Bedminster, New Jersey 07921.

WITNESSETH

WHEREAS, Assignor and Celco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (an affiliate of Assignee), are parties to that certain Asset Purchase Agreement dated as of July 1, 2004, as amended as of March 4, 2005 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee, *inter alia*, Assignor's interest in the leases, licenses and other agreements identified on Exhibit "A" attached hereto (hereinafter referred to as the "Leases"); and

WHEREAS, Assignee desires to acquire all of the Assignor's rights under the Leases and assume certain obligations under the Leases, pursuant to and in accordance with the Purchase Agreement,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, do hereby covenant and agree as follows:


Waller Lansden emv

1. Assignor hereby sells, assigns, transfers, grants, delivers to, sets over to and vests in Assignee, as of the date first written above, all of Assignor's right, title and interest in and to the Leases and all of Assignor's rights and interests under the Leases.
2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations and liabilities of Assignor under the Leases arising after the date hereof and attributable to the period after the date hereof. Notwithstanding the foregoing, Assignee is not assuming or undertaking to pay, satisfy or discharge any obligations or liabilities of Assignor arising out of any breach by Assignor of any provision of any Leases.
3. This Assignment is subject to all of the terms and conditions of the Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Assignment and continue in full force and effect for the applicable period set forth in the Purchase Agreement.
4. Each of Assignor and Assignee agrees that, if reasonably requested by the other party, it shall do, execute, acknowledge and deliver, at the requesting party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the sale, assignment and transfer of the Leases.
5. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
6. This Assignment will be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

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IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

Qwest Wireless, L.L.C.
By: ~~Qwest Services Corporation~~
Its: ~~Sole Member~~
By: 
Thomas J. Wilten Kenneth C. Dunn
Vice President – Corporate Development

ASSIGNEE:

Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless

By: _____
Howard H. Bower
Midwest Area Vice President - Network

STATE OF Colorado

City: COUNTY OF Denver

The foregoing instrument was acknowledged before me this 4 day of March, 2005 by ^{Kenneth E. Dunn} ~~Thomas J. Wilton~~, as Vice President - Corporate Development of ~~Quest services corporation, the sole member of Quest Wireless, LLC.~~ ^{Quest Wireless, LLC.}, a Delaware limited liability company, on behalf of the limited liability company.

Patricia E. Thase
Notary Public

My Commission Expires: 11/9/05

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of March, 2005 by Howard H. Bower, Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.


ASSIGNOR:

Qwest Wireless, L.L.C.

By: _____
Thomas J. Wilten
Vice President – Corporate Development

ASSIGNEE:

Verizon Wireless (VAW) LLC d/b/a Verizon
Wireless

By:  _____
Howard H. Bower
Midwest Area Vice President - Network

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of March, 2005 by Thomas J. Wilten, as Vice President – Corporate Development of Qwest Wireless, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

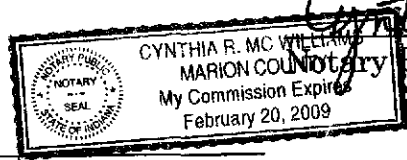
My Commission Expires: _____

STATE OF Indiana

COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 3 day of March, 2005 by Howard H. Bower, Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC, a Delaware limited liability company, on behalf of the limited liability company.

Cynthia R. Williams



My Commission Expires: _____

EXHIBIT "A"

The Leases

1. Option and Site Lease Agreement dated October 20, 2000, by and between Bradley Operating, L.P., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-20519, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN007)

Legal Description:

A tract of land composed of Lot 2, Edgewood Center 4th Addition located in Section 9, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2, thence N 03°56'27" W (assumed bearing) along the West line of said Lot 2 a distance of 150.27'; thence N 00°00'52" W continuing along the West line of said Lot 2 a distance of 549.65'; thence N 45°02'04" E along the Northwesterly line of said Lot 2 a distance of 35.36'; thence N 89°56'04" E along the North line of said Lot 2 a distance of 411.47'; thence along a non-tangent curve to the right having a radius of 113.22'; and arc length of 97.39', and a chord bearing of S 41°53'18" E a distance of 94.42'; thence S 00°02'02" E along the East line of said Lot 2 a distance of 517.29'; thence S 44°58'52" W along the Southeasterly line of said Lot 2 a distance of 318.79'; thence S 89°56'37" W along the South line of said Lot 2 a distance of 138.00'; thence N 55°04'56" W along the Southwesterly line of said Lot 2 a distance of 154.06' to the point of beginning.

PID#: 16-09-325-002-000

2. Option and Site Lease Agreement dated June 20, 2000, by and between Crete Carrier Corporation, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-008156, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN010)

Legal Description:

Lot A, McDonald's Subdivision and the remaining portion of Lot 13 and that part of the remaining portion of Lot 14 lying West of the North-South alley, all in Block 58, Original Plot of the city of Lincoln, Lancaster County, Nebraska.

Also described as: Original Plot 58, N 25 feet Lot 13 and N 25 feet of the West 25 feet of Lot 14 and McDonald's Subdivision South 117 feet of Block 13 and South 117 feet of the West 40 feet of Lot 14, Lot A

PID #: 10-26-205008-000

EDGECEY

MCDONALD'S
LINCOLN

3. Easement Agreement dated December 27, 1999, by Capital Contractors, Inc., for the benefit of US WEST Wireless, L.L.C., of record as Instrument Number 2000-043562, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN011)

LEGAL DESCRIPTION:

LOTS 1 THRU 7, INCLUSIVE, AND THE WEST 90 FEET OF LOT 9, ALL IN BLOCK 2; LOTS 5 AND 6 BLOCK 3; LOT 5 BLOCK 4 AND ALL OF BLOCK 7, EXCEPT FOR RAILROAD RIGHT-OF-WAY, IN NORTH LINCOLN, LINCOLN, LANCASTER COUNTY, NEBRASKA, TOGETHER WITH THE EAST 27 FEET OF NORTH 9TH STREET FROM THE NORTH LINE OF W STREET NORTH TO THE NORTH LOT LINE EXTENDED OF LOT 7, BLOCK 2, NORTH LINCOLN ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, VACATED BY ORDINANCE NO. 14536, PASSED BY THE CITY COUNCIL ON OCTOBER 27, 1986, AND X STREET FROM 9TH STREET TO 10TH STREET, THE NORTH-SOUTH ALLEY BETWEEN 9TH AND 10TH STREETS FROM X STREET TO W STREET, AND THE REMAINING TRIANGULAR PORTION OF W STREET FROM THE EAST LINE OF 9TH STREET EAST TO THE WESTERLY LINE OF THAT PORTION OF W STREET VACATED BY ORDINANCE NO. 664, ALL BEING LOCATED ADJACENT TO BLOCK 7 NORTH LINCOLN ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, WHICH STREETS AND ALLEY PORTIONS VACATED BY ORDINANCE NO. 11702, PASSED BY THE CITY COUNCIL ON JUNE 14, 1976; EXCEPT THAT PORTION THEREOF WHICH HAS BEEN CONVEYED TO THE CITY OF LINCOLN, BY CORPORATION WARRANTY DEED RECORDED AS INST. NO. 93-2159, A COPY OF WHICH IS ATTACHED HERETO.

Block 7 Part Lots 1-12
B2 L1-7, pt 9; B3 L5-4;
B4 L5
NOLT

4. Site Lease Acknowledgement dated September 8, 2000, by and between Sprint Spectrum, L.P., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-008153, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN012)

Site situated in the City of Lincoln, County of Lancaster, State of Nebraska commonly described as follows:

Legal Description:

PART OF LOT 3, BLOCK 4, UNION PACIFIC ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY CORNER OF SAID LOT 3;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, SOUTH 57 DEGREES 41 MINUTES 42 SECONDS EAST, 286.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 57 DEGREES 41 MINUTES 42 SECONDS EAST, 64.00 FEET;
THENCE SOUTH 32 DEGREES 18 MINUTES 18 SECONDS WEST, 54.00 FEET;
THENCE NORTH 57 DEGREES 41 MINUTES 42 SECONDS WEST, 64.00 FEET;
THENCE NORTH 32 DEGREES 18 MINUTES 18 SECONDS EAST, 54.00 FEET;
TO THE TRUE POINT OF BEGINNING
SAID PARCEL CONTAINS AN AREA OF 3456 SQUARE FEET (0.079 ACRES) MORE OR LESS.

UNPA

5. Option and Site Lease Agreement dated July 13, 2000, by and between Zion Church, PCA, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2002-025614, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN017)

Legal Description:

Lots 11 and 12, Block 192, Original Plat, Section 26, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska

PID # 10-26-413-010-000

Lincoln

6. Option and Site Lease Agreement dated December 18, 2000, by and between Francis M. and Evelyn C. Moles, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-008154, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN021)

Legal Description:

Cumberland Heights, Lot 32, except south 7' and except east 20', north 460' and south 467'

PID (Property Identification Number): 12-35-300-025-000

CUHE

7. Option and Site Lease Agreement dated May 31, 2000, by and between Mae Whitmer, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-9317, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN022)

Legal Description:

Lot 3 Whitmer Addition, Lancaster County, Nebraska

PID# 10-24-250-003-000

WHITMER

8. Option and Site Lease Agreement dated October 20, 2000, by and between Indian Hills Community Church, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-020518, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN024)

Legal Description:

Indian Hills Community Church Lot 1, Lancaster County, Nebraska

PID (Property Identification Number): 17-26-325-001-000

INDHICCH

9. Option and Site Lease Agreement dated December 29, 1999, by and between Tabitha, Inc., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-008155, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN028)

The Land is situated in the County of Lancaster, State of Nebraska, being more particularly described and/or depicted as follows:

Lot 22 of Irregular Tracts located in the Northwest Quarter of Section 29, Township 10 North, Range 7 East of the Sixth Principle Meridian, as described in the field notes at Book 1, Page 362, Entry 1857, corrected as of December 24, 1926, of the field notes of the Lancaster County Engineer for Irregular Tracts found in the Office of the Register of Deeds for Lancaster County.

10. Option and Site Lease Agreement dated July 1, 2000, by and between Union College, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-008152, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN037)

Legal Description: IRREGULAR TRACT UNION COLLEGE CAMPUS EX E190' S520' N814' SE 5-9-7

PID#: 16-05-406-001-000

*description
→
on next
page*

Legal Description of Lease Site

Part of Lot 9 and 10, Block 15, College View Addition and Vacated adjoining North-South Alley, located in the South Half of Section 5, Township 9 North, Range 7 East, of the Sixth Principal Meridian, City of Lincoln, Lancaster County, Nebraska, being more particularly described as follows:

Referring to the intersection of Cooper Avenue and 52nd Street, being a Found City P.O.T.; thence northerly N 01°43'22" W on the center line of 52nd Street, 213.22 feet; thence westerly S 88°18'28" W, 191.80 feet, to the point of beginning for the described Lease Site; thence southerly S 01°39'01" W, 30.15 feet; thence westerly N 88°20'59" W, 4.20 feet; thence northerly N 01°39'01" E, 30.15 feet; thence easterly S 88°20'59" E, 4.20 feet, to the point of beginning for the described Lease Site.

Containing a total calculated area of 127 square feet, more or less.

Legal Description Access Easement

An Access Easement 12 feet in width located in part of Vacated adjoining North-South Alley, located in the South Half of Section 5, Township 9 North, Range 7 East, of the Sixth Principal Meridian, City of Lincoln, Lancaster County, Nebraska, being more particularly described as follows:

Referring to the Southeast corner of said Lot 7; thence easterly N 88°20'59" E, 8.00 feet, to the point of beginning for the center line of the described easement; thence northerly N 02°23'53" W, 178.85 feet, to the point of termination for the center line of the described easement.

Legal Description Utility Easement

Future Utility Easements requested by LES and Alltel through, on, over, under or across the premises shall be granted by the owner to LES and Alltel as requested.

11. Antenna Site Agreement dated March 1, 2000, by and between SBA Towers, Inc., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-020517, in the Office of the Register of Deeds of Lancaster County, Nebraska. (LIN032)

SITE DESCRIPTION

SITE OMNE 8551

A parcel of land, being part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 27, Township 11 North, Range 8 East of the Sixth Principal Meridian, Lancaster County, Nebraska, said parcel being more fully described as follows:

Commencing at the East quarter corner of said Section 27;

thence along the South line of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), North 89 degrees 12 minutes 21 seconds West, 333.00 feet;

thence North 00 degrees 47 minutes 39 seconds East, 16.89 feet to the TRUE POINT OF BEGINNING;

thence North 89 degrees 12 minutes 21 seconds West, 100.00 feet;

thence North 00 degrees 47 minutes 39 seconds East, 50.00 feet;

thence South 89 degrees 12 minutes 21 seconds East, 100.00 feet;

thence South 00 degrees 47 minutes 39 seconds West, 50.00 feet to the TRUE POINT OF BEGINNING.

Said parcel contains an area of 5000 square feet (0.115 acres), more or less.

ACCESS AND UTILITY EASEMENT DESCRIPTION

SITE OMNE 8551

A strip of land, variable in width, being a part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 27, Township 11 North, Range 8 East of the Sixth Principal Meridian, Lancaster County, Nebraska, said being more fully described as follows:

Beginning at the East quarter corner of said Section 27;

thence along the South line of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4), North 89 degrees 12 minutes 21 seconds West, 433.00 feet;

thence North 00 degrees 47 minutes 39 seconds East, 16.89 feet;

thence South 89 degrees 12 minutes 21 seconds East, 143.29 feet;

thence South 88 degrees 47 minutes 57 seconds East, 51.81 feet;

thence South 89 degrees 45 minutes 47 seconds East, 115.48 feet;

thence North 85 degrees 40 minutes 14 seconds East, 123.03 feet to a point on the East line of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4);

thence along said East line, South 01 degree 01 minute 22 seconds West, 28.64 feet to the Point of Beginning.

Said strip contains an area of 8100 square feet (0.186 acres), more or less.

Subject to existing County road right-of-way.

part SE 1/4 NE 1/4

part SE 1/4 NE 1/4