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A
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

9401637
06/13/2005 09:05 AM \$34.00
Book - 9143 Pg - 7727-7735
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WALLER LANSDEN DORTCH & DAVIS P
511 UNION ST STE 2700
P O BOX 198966
NASHVILLE TN 37219-8966
BY: KAM, DEPUTY - MA 9 P.

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 Cellco 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:

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. Wilton~~ *Kenneth C. Dunn*
Vice President - Corporate Development

ASSIGNEE:

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

By: _____

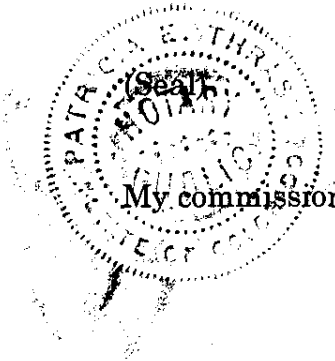
Robert F. Swaine
West Area Vice President - Network

State of Colorado)
) ss.

City: County of Denver)

The foregoing instrument was acknowledged before me this March 4, 2005
by ~~Thomas J. Wilten~~ ^{Kenneth C. Deun}, the Vice President - Corporate Development of Qwest Services
Corporation, ~~the sole member of Qwest Wireless, L.L.C.~~ a Delaware limited liability company, on behalf of said limited
liability company.

Patricia E. Thrash
Notary Public



My commission expires: 11/9/05

Residing at: Lakewood, CO

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this March ____, 2005
by Robert F. Swaine, the West Area Vice President - Network of Verizon Wireless
(VAW) LLC, a Delaware limited liability company, on behalf of said limited liability
company.

(Seal)

Notary Public

My commission expires: _____

Residing at: _____

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

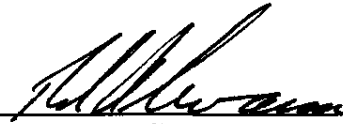
ASSIGNOR:

Qwest Wireless, L.L.C.

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

ASSIGNEE:

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

By: _____

Robert F. Swaine
West Area Vice President - Network

State of _____)
) ss.
County of _____)

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

(Seal)

Notary Public

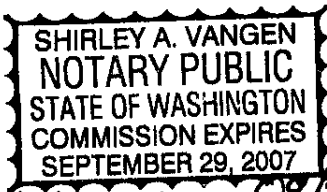
My commission expires: _____

Residing at: _____

State of Washington)
) ss.
County of King)

The foregoing instrument was acknowledged before me this March 2nd 2005 by Robert F. Swaine, the West Area Vice President - Network of Verizon Wireless (VAW) LLC, a Delaware limited liability company, on behalf of said limited liability company.

(Seal)



Shirley A. Vangen
Notary Public

My commission expires: 09/29/2007

Residing at: Belleroo, WA

EXHIBIT "A"

The Leases

1. Option and Site Lease Agreement dated July 12, 1999, by and between Souvall Investment Company, as lessor, and US WEST Wireless, L.L.C., as lessee, a short form of which is of record as Entry Number 8055534, in Book 8523, Page 8847, in the Office of the Recorder for Salt Lake County, Utah. (SLC063)

Legal Description

A 10' X 10' AREA LOCATED ON:

BEG S 291.45 FT FR NW COR LOT 4, TLK 13, 10 AC PLAT A, BIG FIELD SUR: E 759 FT M OR L: S 80 FT; W 759 FT M OR L: N 80 FT TO BEG.

PID (Property Identification Number):
15-36-151-038

2. Option and Easement Agreement dated April 7, 1999, by Robert J. Fox and Jeanne L. Fox for the benefit of US WEST Wireless, L.L.C., of record as Entry Number 125826, in Book 5289, Page 585, in the Office of the Recorder for Salt Lake County, Utah. (SLC119)

Legal Description

BEGINNING AT A POINT THAT IS NORTH 680.42 FT AND WEST 1043.69 FT FROM THE EAST 1 / 4 CORNER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N 89°53'37" W 15.00 FT; THENCE N 0°06'23" W 10.00 FT; THENCE S 89°53'37" E 15 FT; THENCE S 0°06'23" E 10 FT TO THE P.O.B. CONTAINS 150.00 SQ FT MORE OR LESS.

PID (Property Identification Number):
58-006-0131

3. Easement Agreement dated April 21, 1999, by Good Shepherd Lutheran Church for the benefit of US WEST Wireless, L.L.C., of record as Entry Number 7545274, in Book 8333, Page 2073, in the Office of the Recorder for Salt Lake County, Utah. (SLC134)

BEG N 40 FT & E 69.49 FT FR SW COR SEC 32, T 2S, R 1E, SLM; E 170.51 FT; N 220 FT; E 90 FT; N 200 FT; W 277 FT; S 140 FT; E 110 FT; S 60 FT; W 110 FT; S 203.51 FT; S 45-00'16" E 23.33 FT TO BEG. 2.057 AC M OR L.

PID (Property Identification Number):
22-32-352-040

4. Option and Site Lease Agreement dated December 22, 2000, by and between Board of Education of the Granite School District, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Entry Number 8055535, in Book 8523, Page 8851, in the Office of the Recorder for Salt Lake County, Utah. (SLC227)

Legal Description:

COM S 0-7' W 1584.88 FT, M OR L & S 49-50' W 320.64 FT FR N
1/4 COR SEC 1, T 2S, R 1E, S L M; N 40-10' W 7.86 FT; S 63- T
30' W 293.84 FT; N 599.05 FT; W 628.14 FT; S 798 FT; E
366.87 FT; S 40-10' E 134.02 FT; N 49-50' E 605 FT; N 40-10'
W 40.99 FT TO BEG. 12.39 AC. 4040-396

PID (Property Identification Number): 22-02-276-017

5. Option and Site Lease Agreement dated February 15, 2001, by and between Bangerter Business Park LC, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Entry Number 8055540, in Book 8523, Page 8872, in the Office of the Recorder for Salt Lake County, Utah. (SLC262)

Legal Description: A 10 X 10 AREA LOCATED ON LOT 16, BANGERTER BUSINESS PARK

PID (Property Identification Number) 15-06-476-008-000

6. Option and Site Lease Agreement dated June 8, 2001, by and between Murray City, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Entry Number 8055537, in Book 8523, Page 8859, in the Office of the Recorder for Salt Lake County, Utah. (SLC282)

Legal Description:

A 10X10 AREA OF:

BEG S 58-30' E 13.58 CHS FR NE COR LOT 2 SEC 7 T 2S R 1E SL MER S 28- W
0.7 CH S 50- E 1 CH S 35-30' W 1 CH S 23-40' E 1 CH S 10- E 1 CH S 1 CH S 13-
30' W 1 CH S 11-30' W 1.4 CHS S 48-30' W 5.45 CHS S 53- W 1.8 CHS N 81- W
5.26 CHS N 53 FT M OR L TO STATE ARMORY BOARD TRACT E 211 FT N
250 FT W 211 FT N 555 FT M OR L S 70-30' E 0.7 CH S 38-50' E 14 FT; N 77-
06'55" E 126.3 FT; N 11-30' E 90 FT; N 19- E 68.32 FT; S 62- E 3.3 CHS LESS
STREET TO BEG. 9.97 AC M OR L. 5083-704

PID (Property Identification Number) 22-07-180-180-021

7. Option and Site Lease Agreement dated March 19, 2001, by and between Jordan Office Plaza LC, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Entry Number 8055536, in Book 8523, Page 8855, in the Office of the Recorder for Salt Lake County, Utah. (SLC283)

Legal Description: BEGINNING AT A POINT WHICH IS NORTH 89°51'30" EAST 33 FEET, AND NORTH 0°06' WEST 372 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°06' WEST 68 FEET; THENCE NORTH 89°51'30" EAST 184 FEET; SOUTH 0°06' EAST 68 FEET; THENCE SOUTH 89°51'30" WEST 184 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY AS GRANTED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED DATED DECEMBER 11, 1996 AND RECORDED JANUARY 13, 1997 AS ENTRY NO. 6547421 IN BOOK 7576 AT PAGE 443 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 00°06'00" WEST 62.187 METERS TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 89°51'30" EAST 6.097 METERS ALONG THE NORTHERN BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 16.155 METERS PERPENDICULARLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT; THENCE SOUTH 00°06'00" EAST 62.187 METERS ALONG A LINE PARALLEL TO A SAID CENTERLINE TO THE SOUTHERNLY BOUNDARY LINE OF SAID ENTIRE TRACT, OPPOSITE ENGINEER STATION 1+685.865; THENCE SOUTH 89°51'30" WEST 6.097 METERS ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

PID (Property Identification Number) 21-34-452-006

8. Option and Site Lease Agreement dated March 20, 2001, by and between Grip Rubber, Inc., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Entry Number 8055543, in Book 8523, Page 8884, in the Office of the Recorder for Salt Lake County, Utah. (SLC305)

Legal Description:

A 10' x 10' section of, Beginning at a point North 89 deg. 54'47" East 561.250 feet and North 00 deg. 13'41" East 333.624 feet from the Southwest corner of Section 3, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 00 deg. 13'41" East 318.180 feet; thence North 89 deg. 56'11" East 715.719 feet; thence South 00 deg. 07'31" West 318.178 feet; thence South 89 deg. 56'11" West 716.290 feet to the point of beginning.

Subject to a right of way over the West 33 feet and the East 25 feet thereof.

PID (Property Identification Number) 32-03-300-014-0000