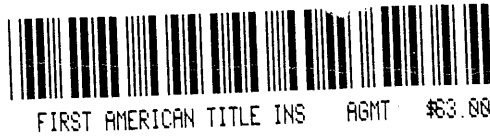


This instrument prepared by and after recording, please return to:



200208300392  
Page: 1 of 26  
08/30/2002 02:46P  
Kitsap Co, WA

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

**RECEIVED**

**OCT 07 2002**

CITY OF PORT ORCHARD  
PUBLIC WORKS

AGREEMENT AND MEMORANDUM OF LEASE

Grantor (Landlord): CITY OF PORT ORCHARD

Grantee (Tenant): CROWN CASTLE GT COMPANY LLC  
Legal Description (abbreviated): Section 34, Township 24N Range 1E  
Additional legal description shown on Exhibit A

Assessor's Tax Parcel ID#: 342401-3-015-2004

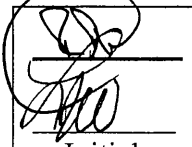
Reference Nos. of Documents Released or Assigned: Exhibits B and C

AGREEMENT made the 17 day of June, 2002, between CITY OF PORT ORCHARD, a Washington municipal corporation, with a mailing address at Attn: Larry Curles, 216 Prospect Street, Port Orchard, Washington, 98366, hereinafter referred to as "Landlord," and Crown Castle GT Company LLC, a Delaware limited liability company, with its principal offices at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, Landlord entered into an Option and Lease Agreement for Telecommunications Site (the "Lease"), with GTE MOBILNET INCORPORATED, a Delaware corporation, with a mailing address at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey, 07921, as tenant, dated September 15, 1997, for the lease of the premises described in Exhibit A attached hereto, which Lease is incorporated herein by reference as if the same were herein set forth at length;

WHEREAS, GTE Wireless Incorporated, a Delaware corporation (f/k/a GTE Mobilnet Incorporation), transferred its interest in the Lease to GTE Wireless of the Pacific Incorporated, a

  
Initials

Delaware corporation, by an assignment dated January 31, 2000, a copy of which is attached hereto and incorporated herein as Exhibit B;

WHEREAS, GTE Wireless of the Pacific Incorporated, a Delaware corporation, assigned its interest in the Lease to Tenant by Assignment and Assumption Agreement dated January 31, 2000, a copy of which is attached hereto and incorporated herein as Exhibit C; and

WHEREAS, Landlord and Tenant desire to approve, acknowledge, and make record of the above,

NOW, THEREFORE, Landlord and Tenant hereby agree to the terms of the foregoing recitals and further agree to cause this instrument, including the following Memorandum of Lease, to be put of record in the real property records of the County in which the Property is located.

### MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that Landlord and GTE Mobilnet Incorporated, a Delaware corporation, are parties to that certain Lease, dated September 15, 1997 and commencing on September 16, 1997, (the "Commencement Date") containing the following terms and conditions:

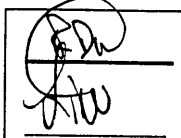
Landlord: City of Port Orchard, a Washington municipal corporation, with an address at Attn: Larry Curles, 216 Prospect Street, Port Orchard, Washington 98366.

Tenant: Crown Castle GT Company LLC, a Delaware limited liability company, with its principal offices at 2000 Corporate Drive, Canonsburg, Pennsylvania, 15317, as successor-in-interest to GTE Mobilnet Incorporated.

Leased Premises: The real property leased by Landlord to Tenant is described in Exhibit A attached to this Memorandum of Lease and incorporated herein by this reference, together with a right-of-way and easement extending to Tenant's Communications Facility for ingress and egress, seven days

WA0217  
PORT ORCHARD  
815695

2

  
Initials



FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co. WA

vehicle, including trucks, including the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and gates, all as further described in Exhibit A.

Initial Lease Term: For a term of five (5) years, beginning on the Commencement Date described above.

Expiration Date: If not otherwise extended or renewed, the Lease shall expire on September 15, 2002.

Rights to Extend or Renew: Tenant has the right to extend/renew the Lease as follows: five (5) options to extend the Initial Term for periods of five (5) years each on the terms and conditions set forth in the Lease. If all extensions/renewals are exercised by the Tenant, the final expiration of the Lease will occur September 15, 2027.

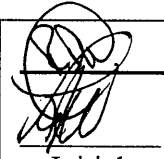
Option to Purchase: No

Right of First Refusal: No

This Memorandum of Lease will be recorded in the applicable county real property records and is intended to provide record notice of the Lease and any and all amendments to the Lease through the date hereof. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum of Lease. This Memorandum of Lease is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum of Lease differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. A copy of the Lease and any amendments thereto is kept at Tenant's place of business, at the address noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease to be effective as of the Commencement Date.

[Remainder of page intentionally left blank]

  
Initials

200208300392  
Page: 3 of 26  
08/30/2002 02:46P  
Kitsap Co. WA  
\$63.00  
AGMT  
INS  
FIRST AMERICAN TITLE

Signed, Sealed and Delivered  
in the Presence of:

LANDLORD:

By: *Leslie J. Weatherill*

Print Name: Leslie J. Weatherill

Print Title: Mayor

**ACKNOWLEDGMENT**

STATE OF Washington )

COUNTY OF Kitsap )

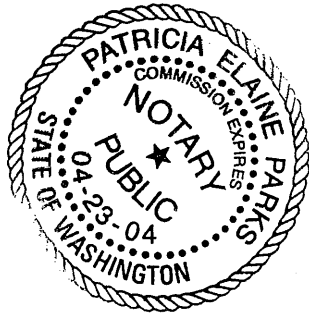
ss.

On this 17th day of June, 2002, before me personally appeared Leslie J. Weatherill, to me known to be the Mayor of the City of Port Orchard that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was authorized to execute said instrument.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

*Patricia E. Parks*

Print name: Patricia E. Parks  
NOTARY PUBLIC in and for the State of,  
Washington residing at Port Orchard  
My appointment expires April 4, 2004

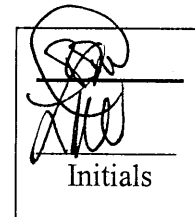


200208300392

Page: 4 of 28  
08/30/2002 02:46P  
Kitsap Co, WA

FIRST AMERICAN TITLE INS AGMT \$63.00

WA0217  
PORT ORCHARD  
815695



Signed, Sealed and Delivered  
in the Presence of:

TENANT:  
CROWN CASTLE GT COMPANY LLC, a  
Delaware limited Liability Company, successor  
in interest to the original tenant under the Lease

By: [Signature]

Print Name: Robert D. Ward

Print Title: Vice President

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA )

) ss.

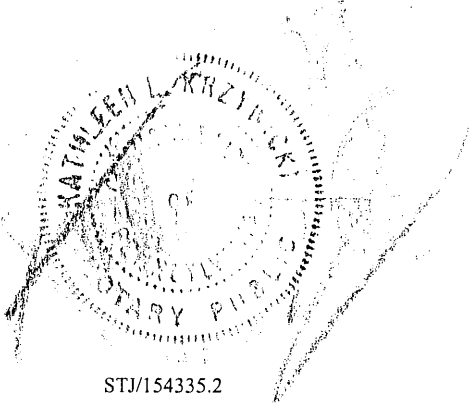
COUNTY OF WASHINGTON )

On this 31<sup>ST</sup> day of MAY, 2002, before me personally appeared Robert D. Ward, to me known to be the Vice President of CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

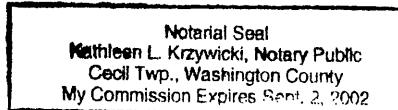
In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.

[Signature: Kathleen L. Krzywicki]

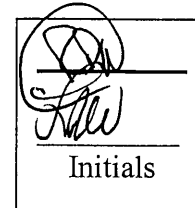
Print name: KATHLEEN KRZYWICKI  
NOTARY PUBLIC in and for the State of  
Pennsylvania, residing at Allegheny County  
My appointment expires 9-2-02



STJ/154335.2



Member of the National Notary Association



WA0217  
PORT ORCHARD  
815695

Exhibit A

(WA0217 - Port Orchard)

All that tract or parcel of land situated in Section 34, Township 24, North, Range 1 East W.M.

Beginning at the Southwest corner of said section which is the true point of beginning; thence North along the West line of said section to the Northwest corner of the Southwest quarter of the Southwest quarter; thence easterly along the North line of the Southwest quarter of the Southwest Quarter 800 feet. Thence southerly along a line parallel to the West line said Southwest quarter 800 feet; thence easterly along a line parallel to the south line Section 34 until it intersects with the West margin of Old Clifton Road; thence southwesterly along the West margin of old Clifton Road until it intersects with the South line of said section; thence westerly along the South line of the said section to the TRUE POINT OF BEGINNING.

 200208300392  
Page: 8 of 26  
08/30/2002 02:46P  
FIRST AMERICAN TITLE INS AGMT \$83.00 Kitsap Co. WA

**Return Address:**

Robert D. Ward, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
PO Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
Fax: (802) 748-8502

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Reference numbers of related documents:  
on Exhibit B attached to the document


Grantor: **GTE WIRELESS INCORPORATED, A DELAWARE CORPORATION  
(F/K/A GTE MOBILNET INCORPORATED)**

Grantee: **GTE WIRELESS OF THE PACIFIC INCORPORATED, A DELAWARE  
CORPORATION**

Legal Description:

Additional legal description is on Exhibit A to the document

Assessor's Property Tax Parcel Account Number(s): 342401-3-015-2004

 200208300392  
Page: 7 of 26  
08/30/2002 02:48P  
FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA

200208300392  
Page: 8 of 26  
88/38/2002 02:46P  
FIRST AMERICAN TITLE INS RIGHT \$63.00 Kitsap Co. WA

Recording requested By and When Recorded

Cross Reference: See Exhibit B  
attached

Mail to:

Robert D. Ward, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
PO Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
Fax: (802) 748-8502

STATE OF WASHINGTON )  
COUNTY OF KITSAP )

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 31st day of January, 2000, by and between **GTE WIRELESS INCORPORATED, A DELAWARE CORPORATION (F/K/A GTE MOBILNET INCORPORATED)**, with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), and **GTE WIRELESS OF THE PACIFIC INCORPORATED**, a Delaware corporation, with its principal office at One GTE Place, Alpharetta, Georgia 30004 (the "Assignee").

### 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, Assignor agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Site Lease and the Tower Lease(s) and to assume the Site Lease and the Tower Lease(s);

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 unconditionally grant, sell, convey, assign, transfer, set over and deliver all of its right, title and interest in and to the Site Lease and the Tower Lease(s) unto Assignee without representation or warranty;

Assignee hereby accepts such assignment and agrees to assume the obligations of Assignor that arise out of the Site Lease and Tower Lease(s);

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]

 200208300392  
Page: 9 of 26  
08/30/2002 02:46P  
Kitsap Co, WA  
FIRST AMERICAN TITLE INS AGMT \$63.00

Signature Page for Assignment and Assumption Agreement

ASSIGNOR:

GTE WIRELESS INCORPORATED, A  
DELAWARE CORPORATION (F/K/A GTE  
MOBILNET INCORPORATED)

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


STATE OF GEORGIA  
COUNTY OF FULTON

I, Mary E. Strong, a Notary Public in and for said County, in said State, hereby certify that Jody A. Ruth and Dale S. Voyles, whose name as Vice President and Assistant Secretary of GTE Wireless Incorporated, a Delaware corporation (f/k/a GTE Mobilnet Incorporated) (the "corporation"), are signed to the foregoing Assignment and Assumption Agreement, and who are personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, each of them, as such officers, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of January, 2000.

Mary E. Strong  
Notary Public  
My commission expires: 12-15-2000

[Notarial Stamp/Seal]

 200208300392  
Page: 10 of 26  
08/30/2002 02:48P  
Kitsap Co, WA  
FIRST AMERICAN TITLE INS AGMT \$83.00

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

GTE WIRELESS OF THE PACIFIC  
INCORPORATED, a Delaware corporation

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

Attest: [Signature]  
Name: Dale S. Voyles  
Title: Assistant Secretary

[Corporate Seal]

ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF FULTON

I, Mary E. Strong, a Notary Public in and for said County, in said State, hereby certify that Jody A. Ruth and Dale S. Voyles, whose name as Vice President and Assistant Secretary of GTE Wireless of the Pacific Incorporated (the "corporation"), are signed to the foregoing Assignment and Assumption Agreement, and who are personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, each of them, as such officers, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of January, 2000.

Mary E. Strong  
Notary Public  
My commission expires: 12-15-2000

[Notarial Stamp/Seal]



 200208300392  
Page: 11 of 26  
08/30/2002 02:46P  
Kitsap Co, WA  
FIRST AMERICAN TITLE INS AGMT \$63.00

EXHIBIT A

Site Lease Description

Lease Instrument dated <sup>9/15/97</sup>~~xx/xx/xx~~ by City of Port Orchard, a Washington municipal corporation, as Lessor and GTE Wireless Incorporated, a Delaware corporation (f/k/a GTE Mobilnet Incorporated), or its predecessors, as Lessee (as the same may have been heretofore amended or assigned).

 200208300392  
Page: 12 of 26  
08/30/2002 02:46P  
FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA

# EXHIBIT A1

(WA0217 - Port Orchard)

All that tract or parcel of land situated in Section 34, Township 24, North, Range 1 East W.M.

Beginning at the Southwest corner of said section which is the true point of beginning; thence North along the West line of said section to the Northwest corner of the Southwest quarter of the Southwest quarter; thence easterly along the North line of the Southwest quarter of the Southwest Quarter 800 feet. Thence southerly along a line parallel to the West line said Southwest quarter 800 feet; thence easterly along a line parallel to the south line Section 34 until it intersects with the West margin of Old Clifton Road; thence southwesterly along the West margin of old Clifton Road until it intersects with the South line of said section; thence westerly along the South line of the said section to the TRUE POINT OF BEGINNING.


 200208300392  
Page: 13 of 28  
08/30/2002 02:46P  
FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA

EXHIBIT B

Recording Information of Site Lease

Document dated \_\_\_\_\_, recorded in Kitsap County, Washington Records as follows:

Book	Page	Document #
------	------	------------


 200208300392  
Page: 14 of 26  
08/30/2002 02:48P  
FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA


EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

 200208300392  
Page: 15 of 26  
08/30/2002 02:48P  
FIRST AMERICAN TITLE INS AGMT \$83.00 Kitsap Co, WA

**Return Address:**

Robert D. Ward, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
PO Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
Fax: (802) 748-8502

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Reference numbers of related documents:  
on Exhibit B attached to the document

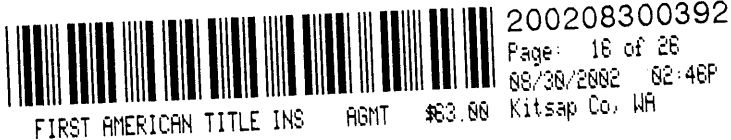
Grantor: **GTE WIRELESS OF THE PACIFIC INCORPORATED**, a Delaware corporation

Grantee: **CROWN CASTLE GT COMPANY LLC**, a Delaware Limited Liability Company

Legal Description:

Additional legal description is on Exhibit A to the document

Assessor's Property Tax Parcel Account Number(s): 342401-3-015-2004



Recording requested By and When Recorded

Cross Reference: See Exhibit B  
attached

Mail to:

Robert D. Ward, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
PO Box 99  
St. Johnsbury, VT 05819-0099  
Phone: (802) 748-8324  
Fax: (802) 748-8502

STATE OF WASHINGTON )  
COUNTY OF KITSAP )

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 31st day of January, 2000, by and between **GTE WIRELESS OF THE PACIFIC INCORPORATED**, a Delaware corporation(succcessor in interest by assignment from GTE Wireless Incorporated f/k/a GTE Mobilnet Incorporated), with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (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 77507 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement, dated November 7, 1999, 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 (the "Formation Agreement").

WITNESSETH

200208300392  
Page: 17 of 26  
08/30/2002 02:48P  
Kitsap Co, WA  
FIRST AMERICAN TITLE INS AGMT \$63.00

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;

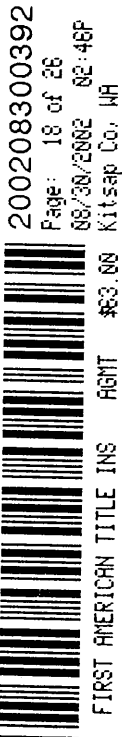
WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

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;

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]

 200208300392  
Page: 19 of 26  
08/30/2002 02:46P  
FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA

Signature Page for Assignment and Assumption Agreement

ASSIGNOR:

GTE WIRELESS OF THE PACIFIC  
INCORPORATED, a Delaware  
corporation(successor in interest by assignment  
from GTE Wireless Incorporated f/k/a GTE  
Mobilnet Incorporated)

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

Attest: Dale S. Voules  
Name: Dale S. Voules  
Title: Assistant Secretary

[Corporate Seal]

ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF FULTON

I, Mary C. Strong, a Notary Public in and for said County, in said State, hereby  
certify that Jody A. Ruth and Dale S. Voules, whose name as  
Vice President and Assistant Secretary of GTE Wireless of the Pacific Incorporated (the  
"corporation"), are signed to the foregoing Assignment and Assumption Agreement, and who are  
personally known to me, acknowledged before me this date, that being informed of the contents  
of the Assignment and Assumption Agreement, each of them, as such officers, with full  
authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 31<sup>st</sup> day of January, 2000

Mary C. Strong  
Notary Public  
My commission expires: 12-15-2000

[Notarial Stamp/Seal]



200208300392

Page: 20 of 26  
08/30/2002 02:46P  
Kitsap Co, WA

FIRST AMERICAN TITLE INS AGMT \$83.00

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a  
Delaware limited liability company

By: *Edward W. Wallander*  
Name: EDWARD W. WALLANDER  
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that *Edward W. Wallander* whose name as *Senior Vice President* of Crown Castle GT Company LLC, a Delaware limited liability company (the "company") is signed to the foregoing Assignment and Assumption Agreement, and who is personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, he/she, is such officer, with full authority, executed the same voluntarily for and as the said act of the company.

Given under my hand and official seal this *29th* day of *January*, 2000.

*May E. Strong*  
Notary Public  
My commission expires: *12-15-2000*

[Notarial Stamp/Seal]



200208300392  
Page: 21 of 28  
08/30/2002 02:46P  
Kitsap Co, WA

FIRST AMERICAN TITLE INS AGMT \$83.00

EXHIBIT A

Site Lease Description

Lease Instrument dated 9/15/1997 by City of Port Orchard, a Washington municipal corporation, as Lessor and GTE Mobilnet Incorporated, as Lessee (as the same may have been heretofore amended or assigned).



200208300392

Page: 22 of 26

08/30/2002 02:46P

FIRST AMERICAN TITLE INS AGMT \$83.00 Kitsap Co, WA

# EXHIBIT A1

(WA0217 - Port Orchard)

All that tract or parcel of land situated in Section 34, Township 24, North, Range 1 East W.M.

Beginning at the Southwest corner of said section which is the true point of beginning; thence North along the West line of said section to the Northwest corner of the Southwest quarter of the Southwest quarter; thence easterly along the North line of the Southwest quarter of the Southwest Quarter 800 feet. Thence southerly along a line parallel to the West line said Southwest quarter 800 feet; thence easterly along a line parallel to the south line Section 34 until it intersects with the West margin of Old Clifton Road; thence southwesterly along the West margin of old Clifton Road until it intersects with the South line of said section; thence westerly along the South line of the said section to the TRUE POINT OF BEGINNING.


 200208300392  
Page: 23 of 26  
08/30/2002 02:46P  
FIRST AMERICAN TITLE INS AGMT \$83.00 Kitsap Co, WA

EXHIBIT B

Recording Information of Site Lease

Document dated \_\_\_\_\_, recorded in Kitsap County, Washington Records as follows:

Book	Page	Document #
------	------	------------

 200208300392  
Page: 24 of 28  
08/30/2002 02:46P  
Kitsap Co, WA

FIRST AMERICAN TITLE INS AGMT \$63.00

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended



200208300392

Page: 25 of 26  
08/30/2002 02:48P

FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA

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>Distance</u>	<u>TIP Height</u>
Cellwave	AP189014	283.00	Ft	150.00
Cellwave	AP189014	283.00	Ft	150.00
Cellwave	AP189014	283.00	Ft	150.00
Cellwave	AP189014	283.00	Ft	150.00
Cellwave	AP189014	283.00	Ft	150.00
Cellwave	AP189014	283.00	Ft	150.00

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
N/A			

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.

 200208300392  
Page: 26 of 26  
08/30/2002 02:46P  
FIRST AMERICAN TITLE INS AGMT \$63.00 Kitsap Co, WA