

After Recording Return To:
LandAmerica CLSS
Attn: Lisa Robertson
5600 Cox Road
Glean Allen, VA 23060

10537372
10/08/2008 01:40 PM \$26.00
Book - 9649 Pg - 5886-5894
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDAMERICA
5600 COX RD
GLEN ALLEN VA 23060
BY: ZJM, DEPUTY - MA 9 P.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 23 day of September, 2008 ("Transfer Date"), by Nextel West Corp., a Delaware corporation, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to TowerCo Assets LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignee"). **The notice address for the Assignee shall be: TowerCo Assets LLC c/o TowerCo Acquisition LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.**

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo Acquisition LLC, the parties identified as sellers therein (including Assignor), Sprint Spectrum L.P., as agent for such sellers and the "Tower Entities" (including Assignee) that become parties thereto, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

UT2042/UT0285
Intnl Center West
11422321

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07-56-51-010

3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS.

Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the Real Property, (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets.

4. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. GOVERNING LAW. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

6. COUNTERPARTS. 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.

7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

8. AMENDMENT. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]


Witnesses:


Print Name: WALTER R. JOHNSON


Print Name: EMILIE L. MAUBARD

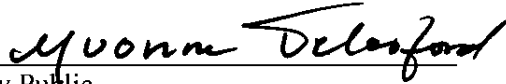
ASSIGNOR:

Nextel West Corp., a Delaware corporation

By: 
Print Name: John E. Beaudoin
Title: Assistant Secretary

State of New York
County of New York


The foregoing instrument was acknowledged before me this 18 day of September, 2008, by John E. Beaudoin an Assistant Secretary of Nextel West Corp., a Delaware corporation, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

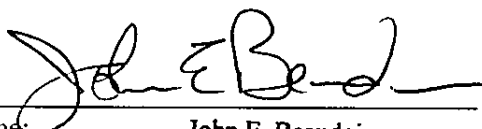

Notary Public
Print Name: _____
My Commission Expires: _____

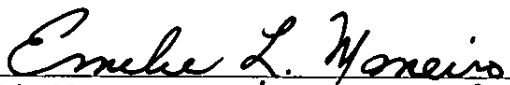
YVONNE TELESFORD
Notary Public, State of New York
No. 01TE8021465
Qualified in Nassau County
Commission Expires March 15, 2011

ASSIGNEE:

TowerCo Assets LLC, a Delaware limited liability company

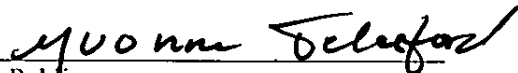

Print Name: Taha R. JOHNSON

By: 
Name: John E. Beaudoin
Title: Assistant Secretary


Print Name: Emille L. MANEIRO

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by John E. Beaudoin an Assistant Secretary of TowerCo Assets LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.


Notary Public
Print Name: _____
My Commission Expires: _____

YVONNE TELESFORD
Notary Public, State of New York
No. 01TE6021465
Qualified in Nassau County
Commission Expires March 15, 2011

EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated August 30, 2001 by and between Dr W C Swason Family Foundation Inc, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Salt Lake, State of UT, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book 8498, Page 3750 or as Official Document/Instrument Number 7997885, in the Register's office of Salt Lake County, State of UT.

Exhibit B
Real Property

7997885
09/07/2001 04:21 PM 16.00
Book 8498 Pg - 3750-3753
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UT
FOUNDERS TITLE
BY: Z.J.H. DEPUTY - WE 4 #.
PID Number: 07-36-151-010

CLERK: Please return this document to:
NEXTEL WEST CORP., a Delaware corporation
d/b/a Nextel Communications
4643 S. Ulster, Ste. 500
Denver, CO 80237
Attn: Property Manager

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 30th day of August, 2001, by and between W. CHARLES SWANSON IRREVOCABLE TRUST, d/b/a S.C. General, a Utah trust with an office at 5500 West Amelia Earhart Drive, Salt Lake City, Utah 84116, (hereinafter referred to as "Lessor") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, with an office at 4643 S. Ulster, Ste. 500, Denver, CO 80237, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ("Agreement") on the 30th day of August, 2001, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the start of construction of Lessee Facilities or eighteen (18) months after full execution of the Agreement, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

LESSOR:
W. CHARLES SWANSON IRREVOCABLE TRUST,
d/b/a S.C. General,
a Utah trust

LESSEE:
NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: W. Charles Swanson

By: Edward J. Harris

Name: W. Charles Swanson

Name: Edward J. Harris

Title: Co-Trustee

Title: Director of Engineering

Date: 8-22-01

Date: 8-30-01

By: Lew Costley

Name: Lew Costley

Title: Co-Trustee

Date: 8-22-01

7997885

R/0100-2001

BK 9649 PG 5891

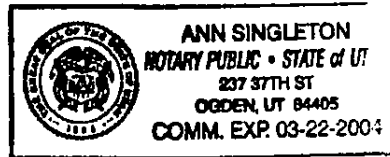
Exhibit B
Real Property

STATE OF Utah
COUNTY OF Weber

On August 22, 2001 before me, Ann Singleton, Notary Public, personally appeared W. Charles Swanson, 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 the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Public Ann Singleton
My commission expires: March 22, 2004

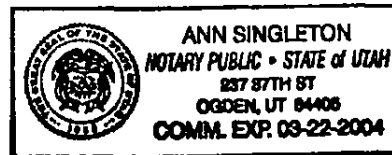


STATE OF Utah
COUNTY OF Weber

On August 22, 2001 before me, Ann Singleton, Notary Public, personally appeared Lew Costley, 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 the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Public Ann Singleton
My commission expires: March 22, 2004

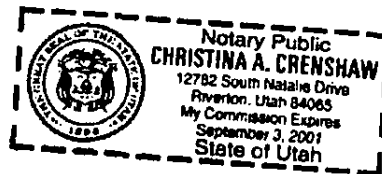


STATE OF Utah
COUNTY OF Salt Lake

On August 30, 2001 before me, Christina A. Crenshaw, Notary Public, personally appeared Edward J. Harris, 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 signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)
Notary Public Christina A. Crenshaw
My commission expires: Sept 3, 2001



UT2042 Intrntl Center West

ORIGINAL

BT 8498 PG 3751

Exhibit B
Real Property

Region: Southwest
Area: Rocky Mountain
Market: Utah

Site Name: UT-332A
Site Number: I-80 West
Date Prepared: 7.2.01

EXHIBIT A

DESCRIPTION OF LAND

to the Communications Site Lease Agreement (Ground) dated August 30th, 2001, by and between W. CHARLES SWANSON IRREVOCABLE TRUST, d/b/a S.C. General, a Utah trust, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:
APN #: 07-36-151-010

County of Salt Lake, State of Utah

BEGINNING at a point which is 2404.86 feet South and 753.89 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58' West, 387.32 feet; thence North 0°02' West, 180.00 feet; thence North 89°58' East 189.32 feet; thence North 0°02' West, 10.00 feet; thence North 89°58' East, 198.00 feet; thence South 0°02' East, 190.00 feet to the point of BEGINNING.

Also known as: 5500 West Amelia Earhart Drive, Salt Lake City, Utah 84116

Lessor's Initials: WCS

Lessee's Initials: NW

UT2042 Inland Center West

ORIGINAL

BK 9649 PG 5893

**Exhibit B
Real Property**

Region: Southwest
Area: Rocky Mountain
Market: Utah

Site Name: UT-332A
Site Number: J-80 West
Date Prepared: 7.2.01

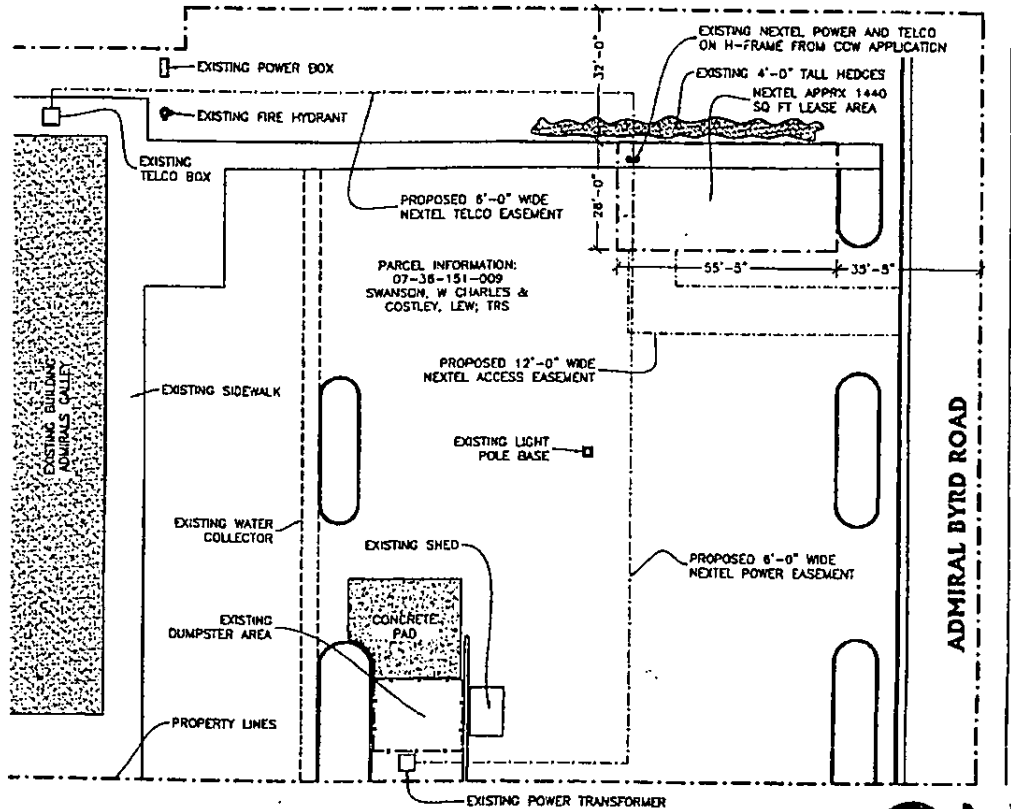
EXHIBIT B

DESCRIPTION OF PREMISES

to the Communications Site Lease Agreement (Ground) dated August 30th, 2001, by and between W. CHARLES SWANSON IRREVOCABLE TRUST, d/b/a S.C. General, a Utah trust as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:
APN #: 07-36-151-010

5500 West Amelia Earhart Drive, Salt Lake City, Utah 84116



Lessor's Initials: [Signature]

Lessee's Initials: [Signature]

Notes: EH

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of Access Road shall be the width required by the applicable governmental authorities, including police and fire departments, but in no event shall such Access Road be less than 12 feet wide.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The location of the Premises, Access Road and utility easement are approximations, and are therefore subject to adjustment by Lessee.

UT2042 Intrntl Center West

ORIGINAL

BK 9649 PG 3753