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 10/08/2008 01:40 PM \$26.00
 Book - 9649 Pg - 5948-5956
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDAMERICA
 5600 COX RD
 GLEN ALLEN VA 23060
 BY: ZJM, DEPUTY - MA 9 P.

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

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 33 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.

UT2031/UT0165
 Old Bingham Highway

11422315

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.

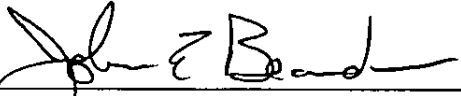
[Signatures on following pages]

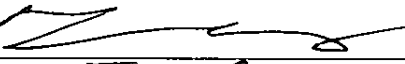
Witnesses:

ASSIGNOR:

Nextel West Corp., a Delaware corporation

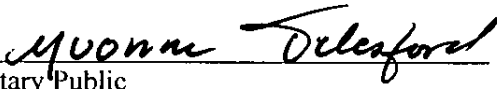

Print Name: STACIA R. JOHNSON

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


Print Name: Tim Gentry

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: _____

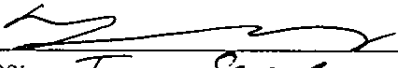
YVONNE TELESFORD
Notary Public, State of New York
No. 01TE6021465
Qualified in Nassau County
Commission Expires March 15, 2011

ASSIGNEE:

TowerCo Assets LLC, a Delaware limited liability company

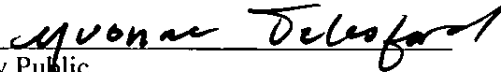

Print Name: STAFF R. JOHNSON

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


Print Name: Tina Carney

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. 01TE6021485
Qualified in Nassau County
Commission Expires March 15, 2011

EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated November 1, 1999 by and between Welby Land Management Company, 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 _____, Page _____ or as Official Document/Instrument Number 7648275, in the Register's office of Salt Lake County, State of UT.

Exhibit B
Real Property

Mountain Pacific Market
Old Bingham Hwy. UT-0165

7648275
05/10/2000 11:01 AM 17.00
NAILEY BORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
NEXTEL COMMUNICATIONS
860 WEST LEVOY DRIVE STE 102
SLC UT 84123
BY: ZON, DEPUTY - MA 4 P.

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: NEXTEL WEST CORP., d/b/a Nextel Communications
860 West Levo Drive, Ste 102
Salt Lake City, Utah 84123
Attn: Property Manager

7648275

This Memorandum of Agreement is entered into on this 5th day of November, 1999, by and between WELBY LAND MANAGEMENT COMPANY, a Utah General Partnership, with an address at 462 West 2350 South, Bountiful, UT 84010, (hereinafter referred to as "Lessor") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, with an office at 4643 South Ulster Street, Ste 500, Denver, CO 80237, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on Effective 1st day of November 1999, for the purpose of installing, operating and maintaining a radio 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 at execution ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with two (2) successive five (5) year options to renew. Commencement date 11/1/00.
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:
WELBY LAND MANAGEMENT COMPANY,
a Utah General Partnership

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

Willard R. Malmstrom
By: Willard R. Malmstrom
Title: Partner
Date: November 5, 1999

Mark B. Nelson
By: Mark B. Nelson
Title: Nextel West Corp. Vice President
Date: 11/4/99

BK 8964 PG 572

Exhibit B
Real Property

STATE OF UTAH
COUNTY OF DAVIS

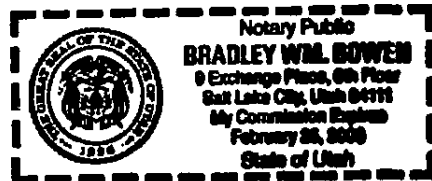
On November 1, 1999, before me BRADLEY WIL BOWEN,
Notary Public, personally appeared Willard R. Malmstrom, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that he executed the same in his 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.

[Signature]
Notary Public

(SEAL)

My commission expires: _____



STATE OF WASHINGTON
COUNTY OF KING

On 11-4-99, before me J. STEHLIK,
Notary Public, personally appeared Mark B. Nelson, 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 executed the same in his 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.

J. STEHLIK
Notary Public

(SEAL)

My commission expires: 7-9-01



UT2031 Old Bingham Highway

BK-8364-PG-573

Exhibit B
Real Property

Mountain Pacific Market
Old Bingham Hwy. UT-0165

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated November 1, 1999, by and between WELBY LAND MANAGEMENT COMPANY, a Utah General Partnership, 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 (metes and bounds):

APN: 27 06 200 013

Commencing 1059 feet West and 1320 feet South from the Northeast Corner of Section 6, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence West 885 feet to the east line of the property owned by the D & R G Railroad; thence South 637 feet; thence South 20°47' East 138.4 feet then on a 10° curve parallel to and 50 feet at right angles to garfield branch 766 feet more or less; thence North 65°07' East 149.2 feet North 921.7 feet to the point of beginning. (Contains 18.5 acres.)

[Handwritten initials]

Less and excepting therefrom the following described parcel of real property:

Beginning at a point 209.06 feet North and 1305.42 feet West from the East Quarter Corner of Section 6, Township 3 South, Range 1 West, Salt Lake Base and Meridian near the Junction of the Bingham Highway, the D&RG Railroad Spur and the Provo Reservoir Canal and running -

Thence North 19°42'18" West 490.30 feet along the west bank of said Canal; Thence South 77°41'08" West 208.18 feet; Thence South 19°43'30" East 261.67 feet; Thence South 77°41'00" West 154.25 feet to the point of a curve with a central angle of 45°15'39" and a radius of 549.13 feet to the easterly face of the Denver and Rio Grande Railroad; Thence along the arc of said curve 549.13 feet; Thence North 65°42'55" East 45.76 feet to the point of beginning. (Contains 2.640 acres.)

-PODR COPY-
CO. RECORDER

Lessor Initials: *[Handwritten initials]*

Lessee Initials: *[Handwritten initials]*

~~BK 8364 PG 574~~

Exhibit B
Real Property

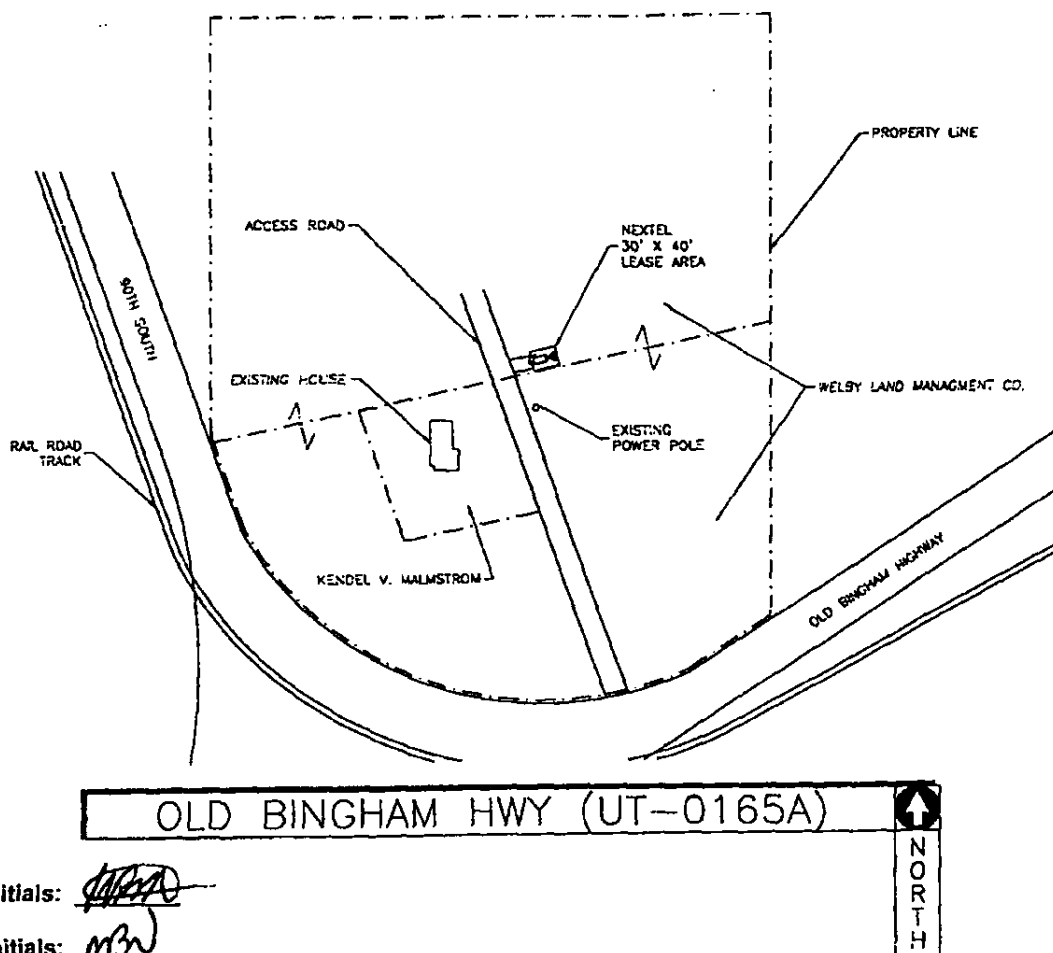
Mountain Pacific Market
Old Bingham Hwy. UT-0165

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated November 1, 1999, by and between WELBY LAND MANAGEMENT COMPANY, a Utah General Partnership, 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:



Lessor Initials: [Signature]
Lessee Initials: [Signature]

- Notes:
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.
 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 any utility easement is illustrative only. Actual location shall be determined by the servicing utility company in compliance with all local laws and regulations.

~~BK 8364 PG 4575~~