

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

10537380
 10/08/2008 01:40 PM \$28.00
 Book - 9649 Pg - 5957-5966
GARY W. UTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDAMERICA
 5600 COX RD
 GLEN ALLEN VA 23060
 BY: ZJM, DEPUTY - MA 10 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.

UT2045/UT0364
 North SLC

11422323

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: JAYA R. JITHSON

Print Name: Emilie L. Moneys

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.

Yvonne Telesford
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: Debra R. Johnson

By: John E. Beaudoin
Name: John E. Beaudoin

Title: Assistant Secretary

Print Name: Emilie 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.

Yvonne Telesford
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 December 5, 2000 by and between Granite Construction, 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 8411, Page 2106 or as Official Document/Instrument Number 7788657, in the Register's office of Salt Lake County, State of UT.

Exhibit B
Real Property

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

7788687
12/28/2000 10:54 AM 18.00
Book - 8411 Pg - 2106-2110
NANCY WORKMAN
RECORDED SALT LAKE COUNTY, UTAH
NEXTEL COMMUNICATIONS
860 W LEVOY DR STE.102
SALT LAKE CITY, UTAH 84123
BY: ROJ, DEPUTY - MA 5 P.
Parcel Number 08-26-277-001

18865
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 5th day of December, 2000, by and between GRANITE CONSTRUCTION COMPANY, a California corporation, with an address at 1000 North Warm Springs Road, 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 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 5th day of December, 2000, 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. Lessor grants to Lessee an option to lease the Premises (the "Option"), such Option period shall commence upon November 1, 2000, and terminate on May 1, 2001 ("Option Term"). If Lessee does not exercise its Option prior to its termination date, this Agreement shall terminate. If Lessee should exercise its Option then the term of this Agreement shall be five (5) years commencing on the date Lessee exercises its option ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms"), on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew Ninety (90) days prior to commencement of the succeeding Renewal Term. Notwithstanding the foregoing, this Agreement shall not be automatically renewed if an uncured material event of default exists on the part of the Lessee.
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.

ORIGINAL

UT2045 North SLC

BK 9649 PG 5962

Exhibit B
Real Property

LESSOR:

GRANITE CONSTRUCTION COMPANY
a California corporation

By: James H. Roberts

Title: Vice President and Assistant Secretary

Date: _____

LESSEE:

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

By: Colin E. Holland

Title: Area Vice President of Engineering/
Operations

Date: 12/5/00

UT2045 North SLC

REC'D - 12/5/00
100-12101

Exhibit B
Real Property

STATE OF

Utah

COUNTY OF

Salt Lake

On Nov 28, 2000, before me L. William Christopher, Notary Public, personally appeared James H. Roberts, 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.

L. William Christopher

Notary Public

(SEAL)



Notary Public
L. WILLIAM CHRISTOPHERSON
1056 N. Warm Springs Rd.
Salt Lake City, Utah 84116
My Commission Expires
February 25, 2001
State of Utah

My commission expires: _____

STATE OF

California

COUNTY OF

Contra Costa

On 12/5/00, before me USA Steffler, Notary Public, personally appeared Colin E. Holland, 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.

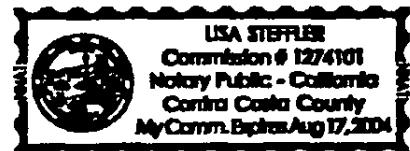
WITNESS my hand and official seal.

USA Steffler

Notary Public

(SEAL)

My commission expires: 8/17/04



UT2045 North SLC

333-102-113

Exhibit B
Real Property

Pacific Mountain Area
Site Name: North Salt Lake City
Site #: UT364A

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated December 5, 2000, by and between GRANITE CONSTRUCTION COMPANY, a California corporation, 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: 08-26-277-001

County of Salt Lake; State of Utah.

BEGINNING at the Southwest corner of Lot 2, Block 110, Plat "C" Salt Lake City Survey and running West 151.73 feet to a point on the East right of way of the State Road Commission of Utah, said point being East 640.27 feet from the Southwest corner of Block 111, Plat "C", Salt Lake City Survey; thence running along said right of way North 26°49' West 134.80 feet; thence North 25°57'24" West 255.66 feet; thence Northwesterly 331.63 feet along the arc of a 2769.93 foot radius curve to the right (Note: said curve is tangent at its point of ending to a line bearing North 17°21'25" West); thence North 0°34'52" East 132.00 feet to a point that is East 123 feet from the Southwest corner of Lot 17, Block 66, Kinney & Gourlay's Improved City Plat; thence Northwesterly 138.5 feet more or less along the arc of a 2769.9 foot radius curve to the right to a point 93 feet East from the Northwest corner of Lot 17, Block 66, Kinney & Gourlay's plat; thence North 12°59' West 17.81 feet; thence Northwesterly 203 feet more or less along the arc of a 2769.9 foot radius curve to the right to a point 56 feet East from the Northwest corner of Lot 13, Block 66, Kinney and Gourlay's plat; thence North 7°01' West 65.49 feet; thence North 5°05' West 135.53 feet to a point 36 feet East from the Southwest corner of Lot 11, Block 66, Kinney & Gourlay's Improved City Plat, Salt Lake City; thence East 559.00 feet along the North line of Block 66 to a point that is 70 feet West of the Northeast corner of Block 65, Kinney & Gourlay's Improved City Plat, said point also being on the West right of way line of the Denver & Rio Grande Western Railroad Co.; thence along said right of way line South 21°15' East 331.08 feet; thence South 243.79 feet to a point 50 feet East of the Southeast corner of Block 65; thence West 15 feet; thence South 64.0 feet; thence East 38.30 feet; thence South 16°53'32" East 71.07 feet; thence East 36.29 feet to the West line of the Denver & Rio Grande Railroad right of way; thence South 17°17'52" East 691.26 feet along said right of way; thence West 437.23 feet to the point of **BEGINNING**. Less a portion of a 50 foot wide frontage road that intersects the Northeast portion of the above described property shown on the official map of the State Road Commission of Utah Project No. UI-239 situated in Block 65 of Kinney & Gourlay's Improved City Plat, Salt Lake City, Utah.

Lessor Initials: l

Lessee Initials: CEH

6012044
6012044

UT2045 North SLC

Exhibit B
Real Property

Pacific Mountain Area
Site Name: North Salt Lake City
Site #: UT364A

EXHIBIT B

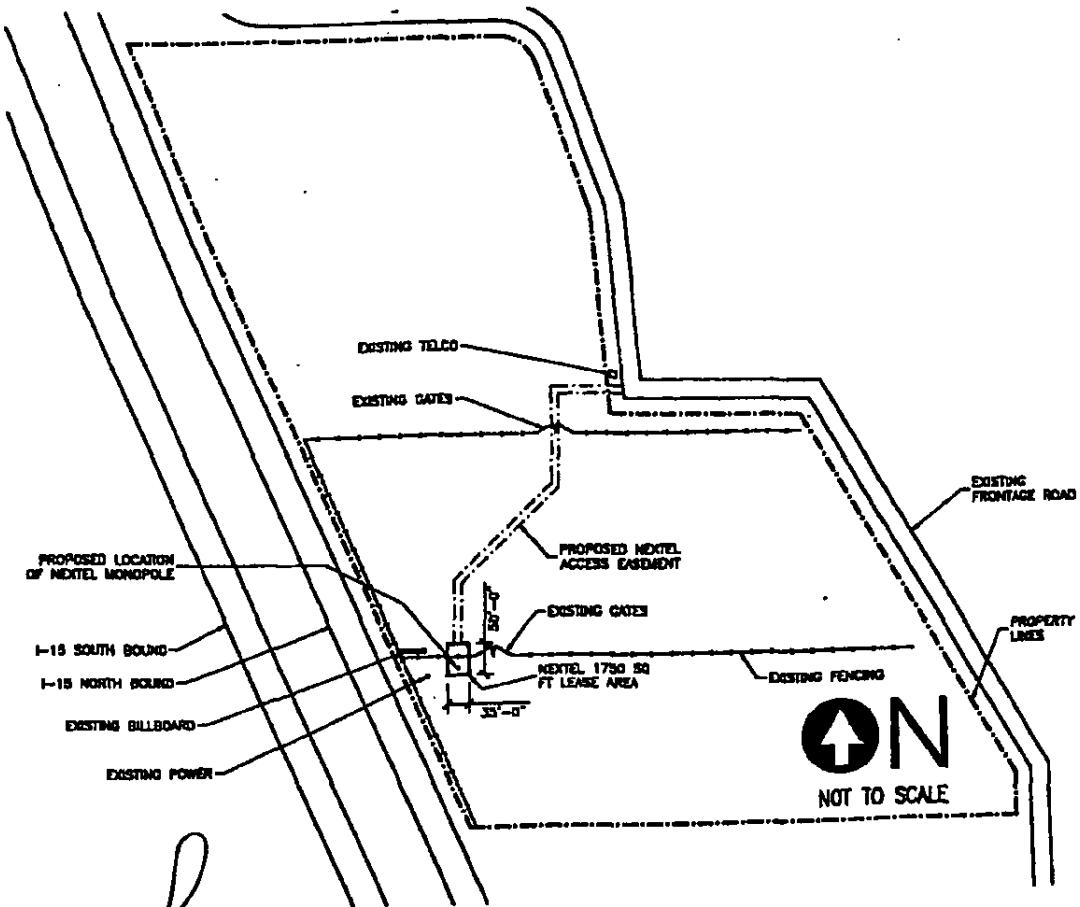
DESCRIPTION OF PREMISES

to the Agreement dated December 5, 2000, by and between GRANITE CONSTRUCTION COMPANY, a California corporation, 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: 08-26-277-001

1000 N Warm Springs Road, Salt Lake City, UT 84116



Lessor Initials: AC
Lessee Initials: CEH

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.

UT2045 North SLC