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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BERENBAUM WEINSHIENK & EASTON
370 SEVENTEENTH ST 48FL
DENVER CO 80202
BY: ZJM, DEPUTY - MA 10 P.

After recording please return to:
Sprint Spectrum L.P.
Sprint Contracts and Performance
M/S: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

SL63XR164

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE COUNTY)

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement (the "Assignment Memorandum") is made and entered into as of this 4THday of June, 2004, by and between QWEST WIRELESS, L.L.C., a Delaware limited liability company, successor by merger to TW WIRELESS, L.L.C., with an office located at 1801 California Street, 52nd Floor, Denver, Colorado 80202 (the "Assignor"), and SPRINT SPECTRUM L.P., a Delaware limited liability company with an office located at 6391 Sprint Parkway, Overland Park, KS 66251-2650.

WITNESSETH

WHEREAS, Assignee has acquired telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, pursuant to a transaction involving an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") of even date herewith.

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WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor assigned and Assignee accepted and acquired that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Source Document") affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Property"), an interest in a portion of which was conveyed to Assignor pursuant to the Source Document (the "Premises");

WHEREAS, the Source Document, if recorded, is evidenced of as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, by virtue of the Assignment and Assumption Agreement, Assignee has succeeded to all the rights and obligations (accruing from and after the date hereof) of the Assignor under the Source Document and the terms, covenants and provisions of the Source Document extend to and are binding upon the respective successors and assigns of Assignor and Assignee;

WHEREAS, to the extent a consent or other approval of the lessor, landlord, licensor or grantor under the Source Document was required by the Source Document, Assignor has obtained such consent or approval; and

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on the telecommunications tower located on the Premises and/or ground space next to said tower to the lessee(s), tenant(s) or licensee(s) described in that (those) certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

NOW THEREFORE, Assignor and Assignee, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby acknowledge as follows:

1. Pursuant to the Assignment and Assumption Agreement, Assignor unconditionally granted, sold, conveyed, assigned, transferred, set over and delivered the Source Document and the Tower Lease(s) unto Assignee, to have and to hold forever, subject to the terms of the Source Document.

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2. Assignee accepted such assignment and agreed to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee, tenant, easement holder, or otherwise under the Source Document, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessor, landlord or licensor under the Tower Lease(s).

3. Assignor hereby acknowledges that the telecommunications tower structure and related facilities and equipment located on the Premises demised under the Source Document (except for the Excluded Assets, which includes Assignor's Equipment, as defined below – note: these terms are not defined) has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee under the Assignment and Assumption Agreement.

4. This Assignment Memorandum is intended to give record notice of the Assignment and Assumption Agreement and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

5. Copies of the Assignment and Assumption Agreement and the Source Document are on file in the offices of Assignor and Assignee.

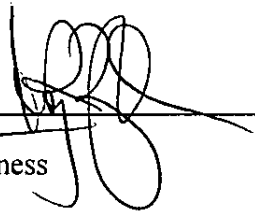
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Assignment as of the day and year first written above.

[remainder of page intentionally
left blank; signature pages
for both Assignor and Assignee follow]

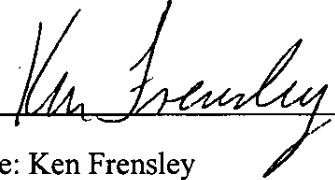
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ASSIGNOR:

QWEST WIRELESS LLC, a Delaware limited liability company, successor by merger to TW WIRELESS, L.L.C.



Witness

By: 

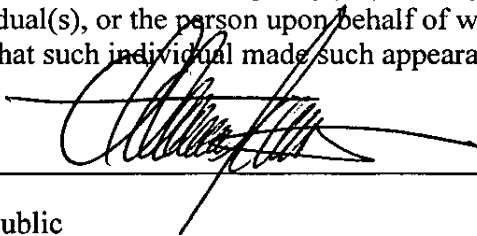
Name: Ken Frensley

Title: Director, Wireless Network

ACKNOWLEDGMENT

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

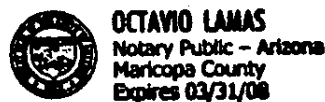
On the 28th day of May, in the year 2004, before me, the undersigned, personally appeared Ken Frensley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.



Notary Public

My commission expires: 3-31-08

(Notarial Stamp/Seal)



ASSIGNEE:

SPRINT SPECTRUM L.P., a Delaware limited liability company

Mike Jaim
Witness

By: Shannon Nichols
Name: Shannon Nichols
Title: Site Delivery Manager

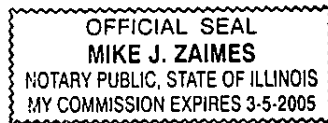
ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook)

On the 21 day of ~~May~~ ^{June} in the year 2004, before me, the undersigned, personally appeared Shannon Nichols, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Mike Jaim
Notary Public
My commission expires: 3/5/05

(Notarial Stamp/Seal)



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Exhibit A

Source Document

That certain lease agreement and First Amendment to Site Lease Agreement between Jordan Commons, L.L.C. as Landlord and U S West Wireless, L.L.C. as Tenant, dated November 2, 1999 and March 14, 2003, respectively.

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Exhibit A-1

Legal Description of Premises

As set forth in Attachment "A" attached hereto and incorporated herein by this reference.

Also known as: 9357 South State Street, Sandy, UT.

Attachment A

EXHIBIT A

Description of Landlord's Property

Legal Description

BEGINNING at a point which is on the Easterly right of way of State Street (U.S. Highway 89), said point being North 54.76 feet and East 140.23 feet from the Southwest corner of Section 6, Township 3 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah; and running thence North $00^{\circ} 02' 40''$ East along said right of way line 824.32 feet to a point on the South line of a 60.00 foot street known as 9250 South; thence North $89^{\circ} 49' 34''$ East along said line 1148.82 feet; thence along the Westerly right of way line of a Utah Transit Authority railroad right of way South $03^{\circ} 18' 53''$ West 824.76 feet; thence along the Northerly right of way of 9400 South Street (S.R. 209) the following (3) three calls; South $89^{\circ} 35' 55''$ West 656.75 feet; South $89^{\circ} 37' 28''$ West 218.55 feet; North $89^{\circ} 35' 38''$ West 226.49 feet to the point of BEGINNING.

Parcel ID # 28-06-353-001

Commonly known as:

9351 South State Street, Sandy, Utah 84070

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Exhibit B

Recording Information For Source Document

N/A

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Exhibit C

Tower Lease(s)

N/A