

2008-011840

Klamath County, Oregon



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08/21/2008 09:14:08 AM

Fee: \$56.00

ASSIGNMENT OF LEASE AGREEMENT

Prepared by, and  
Return Document and  
Future Tax Statements to:

Matthew Massarelli,  
TowerCo II LLC  
112 Towerview Court  
Cary, NC 27513  
Attn: Legal

Property Information: County of Klamath, State of Oregon

Site ID: **PO05WO399-E K-Falls Hilltop**

**ASSIGNMENT OF LEASE**

This Assignment of Lease ("Assignment") is made and entered into effective as of the 24 day of July, 2008, ("Transfer Date") by and between and **Washington Oregon Wireless Properties, LLC, a Delaware limited liability company** with an address at Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650 ("Assignor"), and **TowerCo II LLC a Delaware limited liability company** with an address at 112 Towerview Court, Cary, North Carolina 27513 ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Site Agreement dated April 11, 2007 ("Lease") by and between David D. Wilson and Judith A. Wilson, as Tenants in Common, as Lessor ("Lessor"), and Assignor as Lessee; as evidenced by a Memorandum of Agreement recorded as 2007-007550 of the official records of Klamath County, Oregon.

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Klamath County, Oregon (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

### ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.
3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have been duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Washington without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

**ASSIGNOR:**

**WASHINGTON OREGON WIRELESS PROPERTIES, LLC**, a Delaware limited liability company

By: John E. Beaudoin

Name: JOHN E. BEAUDOIN

Its: MGR, CONTRACTS

**Address of Assignor:**

Mailstop: KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

**ASSIGNEE:**

**TOWERCO<sup>II</sup> LLC** a Delaware limited liability company

By: Daniel Hunt

Name: Daniel Hunt  
**Chief Financial Officer**

Its: \_\_\_\_\_

**Address of Assignee:**

112 Towerview Court  
Cary, North Carolina 27513

State of Georgia )  
 ) ss:  
County of Gwinnet )

On July 10, 2008, before me, the undersigned officer, personally appeared: John E. Beavlin, with an address of Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650 personally known to me to be the Manager Contracts of Washington Green Homes, LLC, a Delaware limited liability corporation/company, (hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation in his/her authorized capacity as such officer as his/her free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

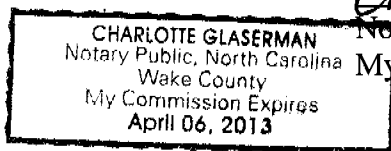


Tawana Beverly  
Notary Public  
My commission expires: March 20, 2012

State of North Carolina )  
 ) ss:  
County of Wake )

On July 24, 2008, before me, the undersigned officer, personally appeared DANIEL HUNT with an address of 112 Towerview Court, Cary, NC 27513, personally known to me to be the VP + CFO of TowerCo, LLC, a Delaware limited liability company (hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:



Charlotte Glaser  
Notary Public  
My commission expires: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF PARENT PARCEL

Insert Legal Description:

Tax Lot #1300

(Tower Location)

The SW1/4 of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING the Westerly 467 feet thereof, and EXCEPTING THEREFROM the following described 3 parcels:

#### PARCEL 1

Beginning at a point on the South line of said Section 34, said point lying South 89° 13' 52" East a distance of 467.00 feet from the Southwest corner thereof, said point also lying on the centerline of the existing County Road; thence North 0° 40' 15" East a distance of 2646.67 feet, to a point on the North line of said SW1/4; thence South 89° 17' 31" East along the North line thereof, a distance of 999.50 feet; thence South 0° 40' 36" West, a distance of 1044.81 feet; thence South 89° 18' 43" East, a distance of 510.50 feet; thence South 0° 40' 05" West, a distance of 1603.65 feet, to a point on the South line of said Section 34 and the centerline of said County road; thence North 89° 13' 52" West, along said line a distance of 1510.00 feet to the point of beginning.

#### PARCEL 2

Commencing at the section corner common to Sections 33 and 34 of Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and Sections 3 and 4 of Township 40 South, Range 9 East of the Willamette Meridian, and running thence North 89° 54' 05" East along the South line of said Section 34, 1977.00 feet to a point; thence North 0° 05' 25" West 30.00 feet to the true point of beginning, said true point of beginning being on the Northerly right of way line of Midland Road; from said true point of beginning being on the Northerly right of way line of Midland Road; from said true point of beginning thence North 0° 05' 25" West 1400.00 feet to a point; thence South 37° 36' 30" East 542.20 feet to a point; thence South 0° 04' 55" East 970.00 feet to a point on the Northerly right-of-way line of said Midland Road; thence South 89° 54' 05" West along said right-of-way line, 330.00 feet to the true point of beginning.

#### PARCEL 3

That portion of the SE1/4 SW1/4 of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

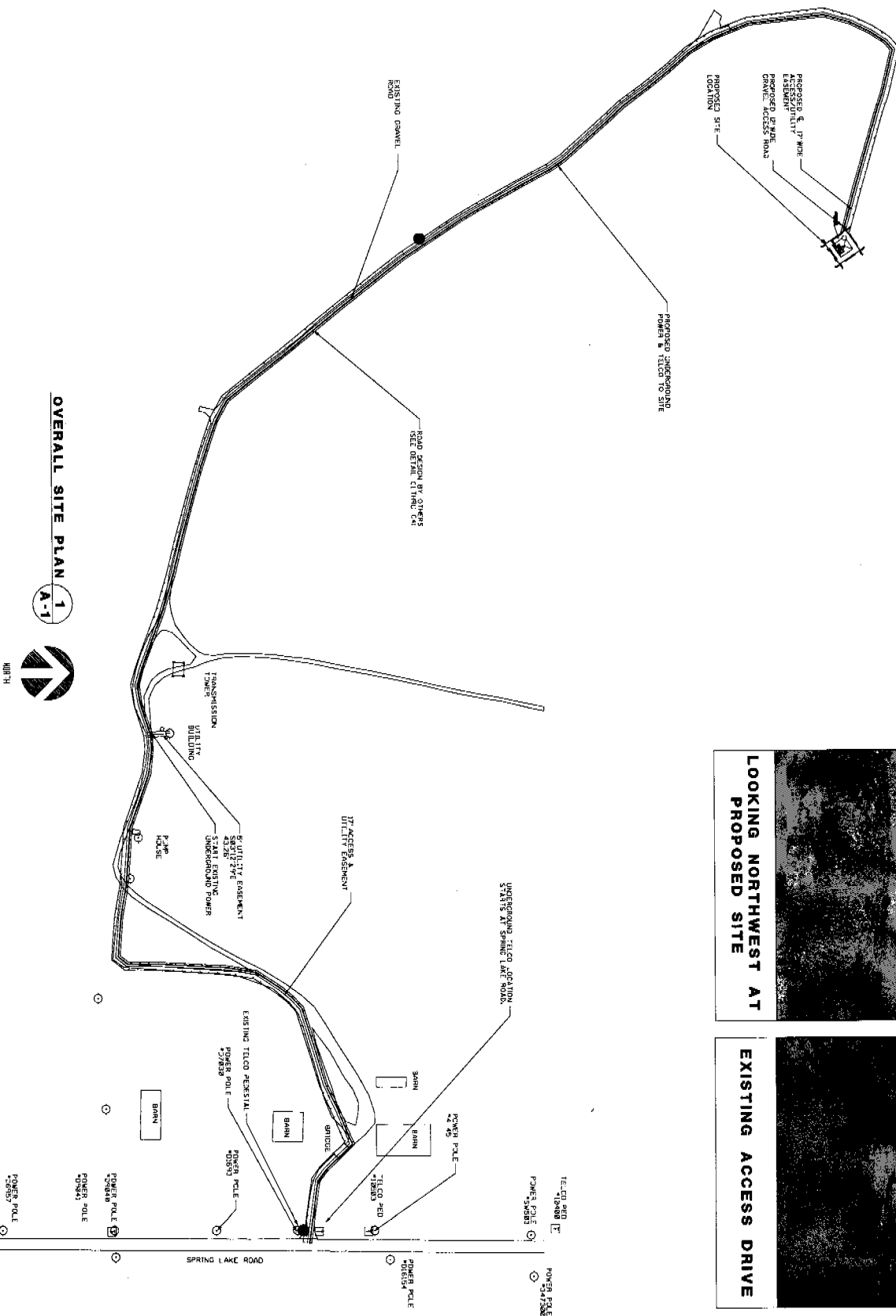
Beginning at a point on the South line of said Section 34, said point being South 89° 13' 52" East 2307 feet from the SW corner of said Section 34; thence North 0° 05' 25" West 30.00 feet to the True Point of Beginning, said true point of beginning being on the Northerly right of way line of Midland Road and being the SE corner of Parcel 2 described above; thence North 00° 00' 30" West 1172.14 feet to a point; thence South 63° 34' East 83.60 feet to a point; thence South 75° 19' West to the East line of said SE1/4 SW1/4; thence South along said East line to the North right of way line of Midland Road; thence West 350 feet, more or less, along said North right of way line of Midland Road to the True Point of Beginning.

**EXHIBIT B**

**DESCRIPTION OF LEASE PARCEL**

See Attached.

# EXHIBIT B

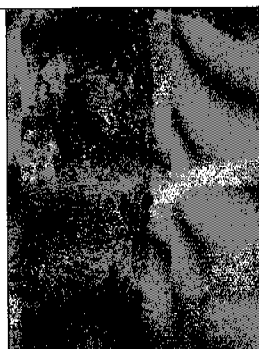


OVERALL SITE PLAN

1  
A-1



LOOKING NORTHWEST AT  
PROPOSED SITE



EXISTING ACCESS DRIVE



**Sprint**  
Together with Nextel

6560 SPRINT GARDWAY  
OVERLAND PARK, KANSAS 66231

**RAMAKER & ASSOCIATES, INC.**  
1120 Dahl Street, Suite 200, Overland Park, Kansas 66204  
TEL: 913-241-1939  
WWW.RAMAKER.COM

**PROJECT NO: 10160**

DATE: 6/1/2007

BY: [Signature]

**K-FALLS HILLTOP**  
PO05W0389-E  
10174 SPRING LAKE ROAD  
KANSAS FALLS, MO 64601

**OVERALL SITE PLAN**

SHEET NUMBER  
A-1

OR0001

**EXHIBIT C**

**TENANT LEASES**

None.