

2008-013863

Klamath County, Oregon



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10/08/2008 11:12:12 AM

Fee: \$66.00

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 Washington Oregon Wireless, LLC, an Oregon limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to Tower Entity 18 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: Tower Entity 18 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.

OR2028/PO04WO432

ALAMOSA Klamath Sports Complex

11421936

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.

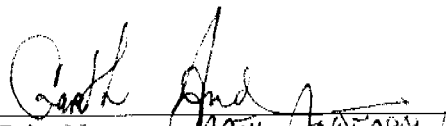
7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). 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]

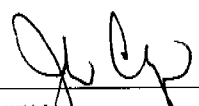
Witnesses:


Print Name: ARITH ANDERSON


Print Name: W. DAVID ELCOCK

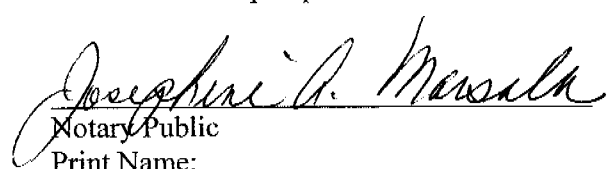
ASSIGNOR:

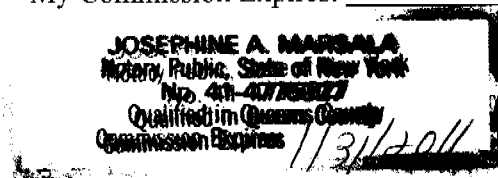
Washington Oregon Wireless, LLC, an
Oregon limited liability company

By: 
Print Name: John W. Chapman
Title: Assistant Secretary

State of New York
County of New York

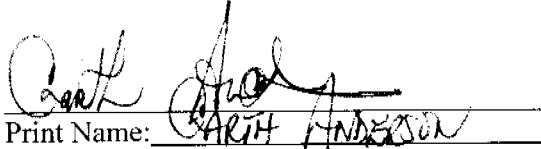
The foregoing instrument was acknowledged before me this 18 day of September, 2008, by
John W. Chapman an Assistant Secretary of Washington Oregon Wireless, LLC, an
Oregon limited liability company, on behalf of the company. The above-named individual is
personally known to me or has produced a drivers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

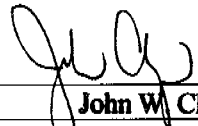

Notary Public
Print Name: _____
My Commission Expires: _____

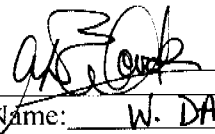


ASSIGNEE:

Tower Entity 18 LLC, a Delaware limited liability company

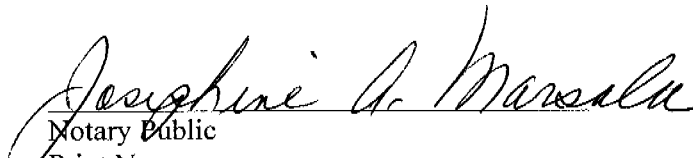

Print Name: CARTH ANDERSON

By: 
Name: John W. Chapman
Title: Assistant Secretary


Print Name: W. DAVID ELCOCK

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by John W. Chapman an Assistant Secretary of Tower Entity 18 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: _____

JOSEPHINE A. MARSALA
Notary Public, State of New York
No. 41-4775927
Qualified in Queens County
Commission Expires 1/31/2011

EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated June 17, 2003 by and between Klamath Community Youth Sports Complex, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Klamath, State of OR, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book M03, Page 55293 or as Official Document/Instrument Number _____, in the Register's office of Klamath County, State of OR.

This Instrument Prepared By
TowerCo Acquisition LLC
5000 Valleystone Drive
Cary, North Carolina 27519

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

MEMORANDUM OF AGREEMENT

'03 AUG 4 AM 11:19

CLERK: Please return this document to:

Ref
Washington Oregon Wireless Properties, LLC.
4000 West 114th Street, Suite 220
Leawood, Kansas 66211
Attn: Cheryl Jordy
yTel: (913) 253-7632

State of Oregon, County of Klamath
Recorded 08/4/2003 11:19 AM
Vol M03 Pg 55293-97
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

This Memorandum of Agreement is entered into on this 17th day of June, 2003, by and between Klamath County Youth Sports Complex, Inc., an Oregon nonprofit corporation, (hereinafter referred to as "Lessor") and Alamosa Properties, Inc., with an office at P.O. Box 64840, Lubbock, Texas 79464-4840 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Agreement ("Agreement") on the 17th day of June, 2003, 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 not later than the 30th day of March, 2003 (which the parties agree shall be the date six (6) months from full execution of this Agreement) or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with Four (4) 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 23rd day of December, 2002. 17th
June, 2003. *lv*

LESSOR:
Klamath County Youth Sports Complex, Inc.,
an Oregon nonprofit corporation

LESSEE:
Washington Oregon Wireless Properties, LLC.

By: [Signature]

By: [Signature]

Name: Vince Taylor

Name: Charles B. Sherwood

Title: Vice-President

Title: Director of Site Development

Date: 12/23/02

Date: 6/17/03

Tax I.D.#: 93-1206388

Tax I.D.#: _____

41
+10P
42

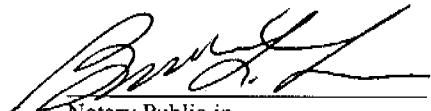
55294

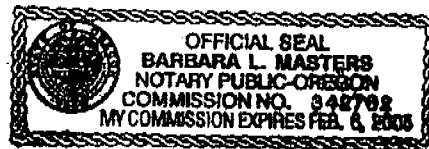
ACKNOWLEDGEMENTS

STATE OF Oregon)
COUNTY OF Klamath)

On this 23rd day of December, 2002, before me the undersigned Notary Public, personally appeared Jim Caylor, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

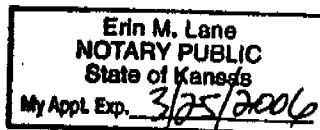

Notary Public in
And for the State of Oregon
Commission expires: 2-6-05



STATE OF KANSAS)
COUNTY OF JOHNSON)

On this 17th day of June, 2007³, before me the undersigned Notary Public, personally appeared Charles B. Sherwood, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.



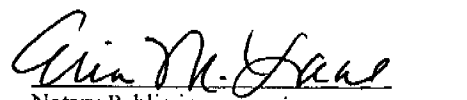

Notary Public in
And for the State of Kansas
Commission expires: 3/25/2006

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated June 17, 200³, by and between Klamath County Youth Sports Complex, Inc., an Oregon nonprofit corporation, as Lessor, and Washington Oregon Wireless Properties, LLC, a Delaware limited liability company as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

Enterprise Tracts, Lot 9 Por, Acres 5.12

Klamath Falls, Oregon

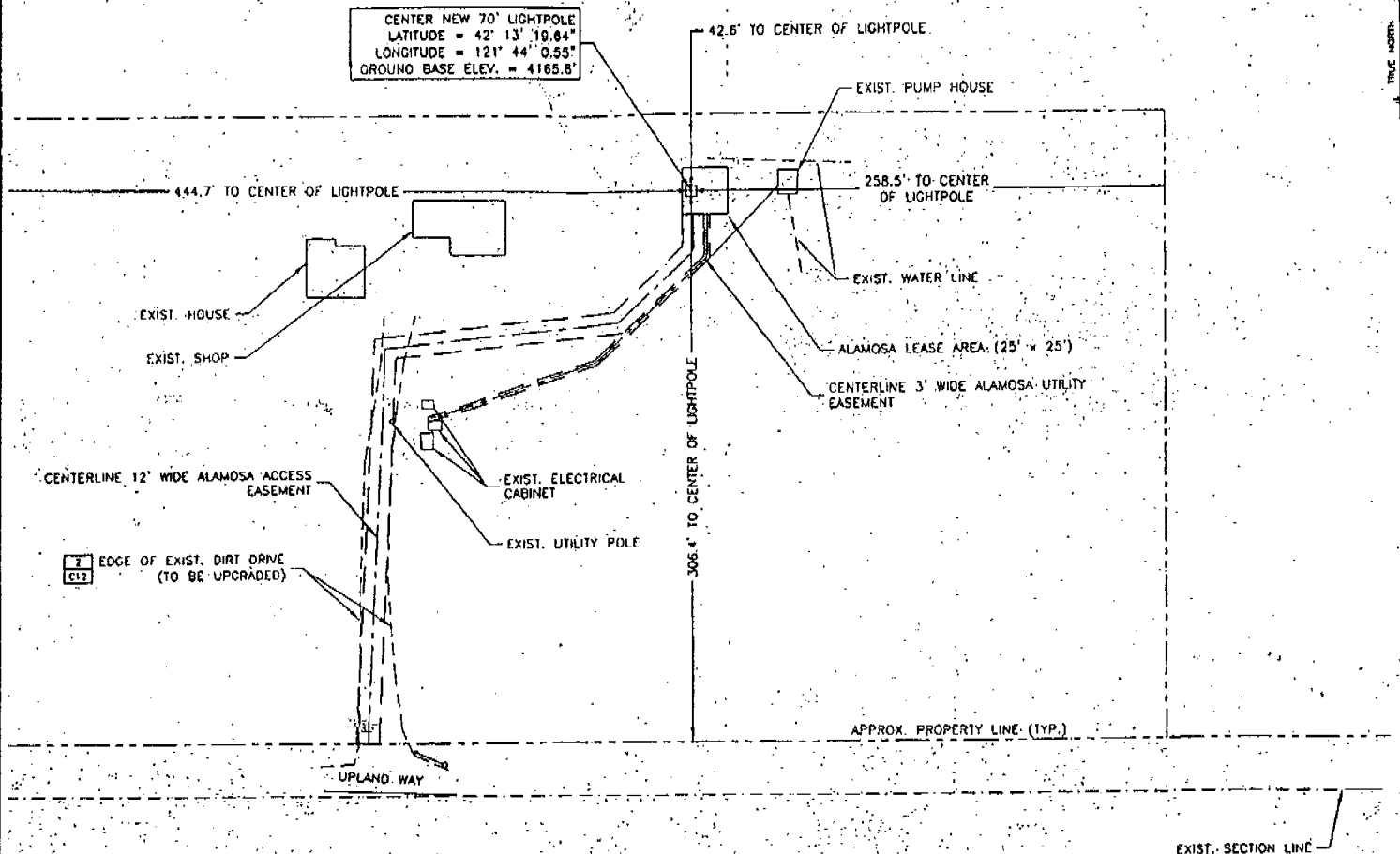
Site No.: _____
Rev.Date: 06/01/01 - Alamosa6.doc

Lessor: _____
Lessee: _____

OR2028 ALAMOSA Klamath Sports Complex

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:



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.

Lessor: _____
Lessee: _____

55297

EXHIBIT B-1
DESCRIPTION OF PREMISES

To the Agreement dated June 17, 2006, by and between Klamath County Youth Sports Complex, Inc., an Oregon Nonprofit corporation as Lessor, and Washington Oregon Wireless Properties, LLC, a Delaware Limited Liability company as Lessee:

Premises are described and/or depicted as follows:

LEASE SITE LEGAL DESCRIPTION

A TELECOMMUNICATIONS LEASE SITE 25 FEET BY 25 FEET LOCATED IN AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 600. SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, AND SAID LEASE SITE IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 77°38'12" WEST ON A BEARING BASED ON GEODETIC NORTH AS DERIVED USING REAL-TIME KINEMATIC GPS 1597.84 FEET TO A SET 5/8" REBAR AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST 25.00 FEET; THENCE NORTH 00°00'00" EAST 25.00 FEET; THENCE NORTH 90°00'00" EAST 25.00 FEET; THENCE SOUTH 00°00'00" WEST 25.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 825 SQUARE FEET.

LEASE SITE ACCESS EASEMENT LEGAL DESCRIPTION

AN EASEMENT FOR ACCESS 12 FEET IN WIDTH LOCATED ACROSS AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 600, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, WITH THE CENTERLINE OF SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°40'11" WEST ALONG THE CENTER OF SECTION LINE 1782.41 FEET; THENCE NORTH 00°19'49" EAST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS UPLAND WAY AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 02°50'32" EAST 221.39 FEET; THENCE NORTH 84°15'04" EAST 128.41 FEET; THENCE NORTH 46°41'58" EAST 57.33 FEET; THENCE NORTH 00°00'00" WEST 19.57 FEET TO THE SOUTH LINE OF A TELECOMMUNICATIONS LEASE SITE AND THE END OF SAID CENTERLINE AND SAID EASEMENT.

LEASE SITE UTILITY EASEMENT LEGAL DESCRIPTION

AN EASEMENT FOR UTILITIES 3 FEET IN WIDTH LOCATED ACROSS AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 600, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, WITH THE CENTERLINE OF SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 82°41'57" WEST ON A BEARING BASED ON GEODETIC NORTH AS DERIVED USING REAL-TIME KINEMATIC GPS 1742.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 71°33'29" EAST 97.44 FEET; THENCE NORTH 46°41'58" EAST 84.55 FEET; THENCE NORTH 00°00'00" EAST 22.81 FEET TO THE SOUTH LINE OF A TELECOMMUNICATIONS LEASE SITE AND THE END OF SAID CENTERLINE AND SAID EASEMENT.

Notes:

1. This exhibit may be replaced by a land survey of the premises once it is received by Lessee.

SiteNO:

Rev Date 06/01/01 Alamosa

Lessor: _____

Lessee: