



Doc#: 0830403063 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/30/2008 03:07 PM Pg: 1 of 9

Prepared By:
TowerCo Acquisition LLC
5000 Valleystone Drive
Cary, NC 27519

Return to:
LandAmerica
Attn: Lisa Robertson
5600 Cox Rd
Glen 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 23 day of September, 2008 ("Transfer Date"), by Nextel West Corp., a Delaware corporation, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-22650, Overland Park, Kansas 66251-2650 ("Assignor"), to TowerCo Assets LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-22650, 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.

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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.

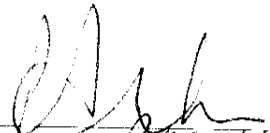
[Signatures on following pages]


UNOFFICIAL COPY


Witnesses:

ASSIGNOR:

Nextel West Corp., a Delaware corporation



Print Name: FELTON ABRAMSON

By: 
Print Name: David Abeie
Title: Assistant Secretary


Print Name: FELTON ABRAMSON

State of New York
County of New York

The foregoing instrument was acknowledged before me this 14 day of September, 2008, by David Abeie 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.

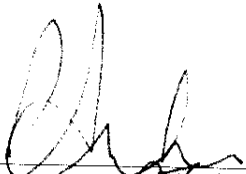

Notary Public
Print Name: _____
My Commission Expires: _____


DANA E. GAMBRO
Notary Public, State of New York
No. 01GA6179758
Qualified in New York County
Commission Expires December 24, 2011


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ASSIGNEE:

TowerCo Assets LLC, a Delaware limited liability company

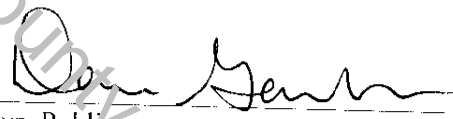

Print Name: PEGGY ANN RUBIN

By: 
Name: David Abele
Title: Assistant Secretary


Print Name: J. J. ...

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by David Abele 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: _____

DANA E. GAN BRC
Notary Public, State of New York
No. 01GA6179756
Qualified in New York County
Commission Expires December 24, 2011

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EXHIBIT "A"

The Ground Lease

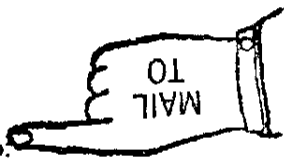
That certain lease agreement (the "Ground Lease") dated January 11, 2000 by and between Ralph J Tovar, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Cook, State of IL., which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book _____, Page _____ or as Official Document/Instrument Number 291930, in the Register's office of Cook County, State of IL.

UNOFFICIAL COPY

Exhibit B
Real Property

00291930

3391/0047 36 005 Page 1 of 4
2000-04-26 14:01:49
Cook County Recorder 27.00



Prepared by, and
When Recorded, Please return to:
Ron Priore, Real Estate Manager
Nextel Communications
300 Park Boulevard, Suite 515
Itasca, IL 60143
(630) 875-6625

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 11th day of January, 2000, by and between Ralph J. Tovar and Marlene F. Tovar, his wife, as joint tenants, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications with an office at 300 Park Boulevard, Suite 515, Itasca, IL 60143 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ("Agreement") on the 11th day of January, 2000, for the purpose of installing, operating and maintaining a radio communication's 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 on March 22, 2000 with five (5) 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 Property being leased to Lessee ("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:
Ralph J. Tovar and Marlene F. Tovar, his
Wife, as joint tenants

LESSEE:
Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: Ralph J. Tovar
Ralph J. Tovar

By: Marlene F. Tovar
Marlene F. Tovar

Date: 1/7/00

Title: Owners

By: Mark B. Nelson
Mark B. Nelson

Date: 01-11-00

Title: Vice President

Handwritten initials: 4/9
UM

UNOFFICIAL COPY

Exhibit B
Real Property

00291930

STATE OF ILLINOIS

COUNTY OF COOK

On JANUARY 7, 2000, before me, DONNA M. SOWINSKI, Notary Public, personally appeared RALPH J. TOVAR, 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.

Donna M. Sowinski
Notary Public

(SEAL)



My commission expires: JANUARY 13, 2000

STATE OF ILLINOIS

COUNTY OF COOK

On JANUARY 7, 2000, before me, DONNA M. SOWINSKI, Notary Public, personally appeared MARLENE F. TOVAR, 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.

Donna M. Sowinski
Notary Public

(SEAL)



My commission expires: JANUARY 13, 2000

STATE OF Washington

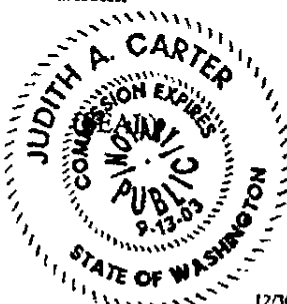
COUNTY OF King

On 1/11/00, before me, Judith A Carter, Notary Public, personally appeared MARK B NEWSON, 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.

Judith A Carter
Notary Public

My commission expires: 9/13/2003



UNOFFICIAL COPYExhibit B
Real Property

00291930

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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 2 day of February, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and West Suburban Bank as Trustee under Trust Agreement dated March 20, 1987 and known as Trust Number 6893, with an office at 666 Western Avenue, Lombard, Illinois 60148, (hereinafter referred to as "Lessor").

The Land is described and/or depicted as follows:

The land referred to in this Commitment is described as follows:

THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY OF STATE ROUTE 59, AS DEDICATED BY THE PLAT THEREOF RECORDED MAY 7, 1937 AS DOCUMENT 11611940 IN COOK COUNTY, ILLINOIS, SAID POINT BEING THE NORTH WEST CORNER OF LYLE GETZELMAN'S SUBDIVISION, A SUBDIVISION OF PART OF SAID SOUTH WEST 1/4, THEN NORTH NORTH 0 DEGREES, 39 MINUTES, 54 SECONDS EAST, 450.00 FEET, ALSO SAID EAST LINE TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 0 DEGREES, 39 MINUTES, 54 SECONDS EAST 219.37 FEET, A; LONG SAID EAST LINE TO A POINT 68.00 FEET SOUTHERLY OF THE NORTH LINE OF LOT 7 (AS MEASURED ALONG SAID EAST LINE) IN THE ASSESSOR'S PLAT OF SAID SECTION 27, THENCE SOUTH 73 DEGREES, 44 MINUTES, 06 SECONDS EAST 315.00 FEET, THENCE SOUTH 0 DEGREES, 58 MINUTES, 20 SECONDS WEST 125.00 FEET TO A POINT THAT BEARS NORTH 88 DEGREES, 50 MINUTES, 13 SECONDS EAST 302.88 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES, 50 MINUTES, 13 SECONDS WEST 302.88 FEET TO THE POINT OF BEGINNING (EXCEPT THE WEST 40.00 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

and otherwise known as 9N121 Route 59, Bartlett, IL 60103
Tax Key:06-27-301-024

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Exhibit B
Real Property

00291930

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated 2 day of February, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and West Suburban Bank as Trustee under Trust Agreement dated March 20, 1987 and known as Trust Number 6893, with an office at 666 Western Avenue, Lombard, Illinois 60148, (hereinafter referred to as "Lessor").

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

