



Doc#: 0901317032 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2009 01:23 PM Pg: 1 of 7

Prepared By: *Mat Mascarelli*
AFTER RECORDING, PLEASE RETURN TO:
LandAmerica Com'l Lender & Search
5600 Cox Road
Richmond, VA 23080

Attr: LA

PN# 19-25-411-013

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Lease Unrecorded

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 hereto 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.

Property Address: *2740 West 79th St, Chicago, IL 60652*

IL2079/IL3603
Evergreen Park

11379870

*SV
P-7
M-4
AS*

UNOFFICIAL COPY

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.

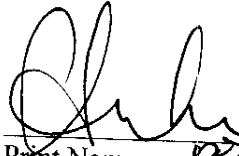
THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]

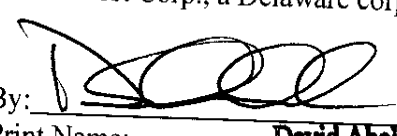
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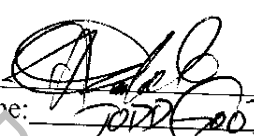
Witnesses:

ASSIGNOR:


 Print Name: ALON ASKARAN

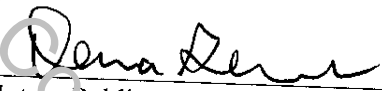
Nextel West Corp., a Delaware corporation

By: 
 Print Name: David Abele
 Title: Assistant Secretary


 Print Name: JORDAN ACE

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 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. GAMERO
 Notary Public, State of New York
 No. 01GA6179750
 Qualified in New York County
 Commission Expires December 21, 2011


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ASSIGNEE:

TowerCo Assets LLC, a Delaware limited liability company

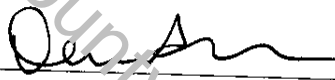

Print Name: PEGOU ABRAHAM

By: 
Name: David Abele
Title: Assistant Secretary


Print Name: David Abele

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. GAMBRO
Notary Public, State of New York
No. 01GA6179758
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 June 28, 1994 by and between Apf Wp 31, Llc, 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 _____, in the Register's office of Cook County, State of IL.

Please Unrecorded

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Exhibit A
Real Property

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated June 28th, 1994, by and between REO Packaging Company, as Lessor, and SMART SMR OF ILLINOIS, INC., as Lessee.

The Land is legally described as follows:

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF WEST 79TH STREET, 737 FEET WEST FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25 AFORESAID, MEASURED ALONG THE SAID NORTH LINE OF WEST 79TH STREET; THENCE NORTH ALONG THE WEST LINE AND THE NORTHERLY PROLONGATION THEREOF, OF A PARCEL OF LAND CONVEYED TO ALCOA CARSON, INC., BY DEED DATED MARCH 24, 1951, SAID WEST LINE AND ITS NORTHERLY PROLONGATION BEING PARALLEL TO SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, A DISTANCE OF 855 FEET; THENCE WEST AT RIGHT ANGLES TO LAST DESCRIBED COURSE 400 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO AFORESAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, A DISTANCE OF 865.21 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF WEST 79TH STREET; THENCE NORTHEASTERLY AND EAST ALONG THE NORTHERLY LINE OF WEST 79TH STREET, A DISTANCE OF 400.18 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

and otherwise known as 2740 West 79th Street, Chicago, IL 60652-1784.

Ⓞ 6/28/94

INITIAL
Ⓞ 6/28/94 MAJ

