

Return to:
QUIK CHECK RECORDS, INC.
P.O. BOX 500
WILLAMINA, OR 97396

SPACE ABOVE RESERVED FOR RECORDER

Prepared by and return to:
Matthew Massarelli, Esq. @ TowerCo
5000 Valleystone Dr, Cary, NC 27519
(919) 469-5559

TowerCo Site ID:
WA2000

Tax Parcel ID:
03-09-34-2-1-1000-00

Legal: NW 1/4, NE 1/4, S34, Twp 3N, R9E, Wm

Instrument:
Assignment and Assumption of Ground Lease --- [As to Lessor's Interest]

Assignor:
Sanger E. Schwarz, widow, with an address of 91 Cook Underwood Road, Cook Bingen, WA, 98605-9060

Assignee:
TCO Assets Land LLC, a DE limited liability company, with an address of 5000 Valleystone Dr, Attn: Legal Dept, Cary, NC 27519

This instrument ("Assignment") is made and entered into as of the latter of the signature dates below ("Transfer Date") by Assignor to Assignee.

Preliminary Statement:

- A. Assignor owns the real property described on Exhibit A hereto (the "Premises").
- B. Pursuant to that certain Letter Agreement dated as of June 1, 2010 by and between Assignor and Assignee ("Purchase Agreement"), Assignor is granting to Assignee (i) a perpetual, exclusive easement in and to a portion of the Premises more particularly described in the Purchase Agreement and (ii) a perpetual, non-exclusive easement in and to portions of the Premises more particularly described in the Purchase Agreement (collectively, the "Easements").
- C. In connection with the Purchase Agreement, and except as otherwise provided herein, Assignor is assigning to Assignee all of Assignor's right, title, claim and interest in, to and under the Ground Lease more particularly described on Exhibit B attached hereto (the "Ground Lease") with respect to the Premises.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee

hereby agree as follows:

1. ASSIGNMENT.

Assignor hereby assigns, sells, transfers, conveys, grants and delivers to Assignee and Assignee's successors and assigns, all of Assignor's right, title, claim and interest in, to and under: (a) the Ground Lease; (b) any and all easements and appurtenant rights with respect to the property encumbered by the Ground Lease; and (c) any and all security deposits retained by the landlord under the Ground Lease, (collectively, the "**Assigned Lease Interests**"). Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests from and against any and all claims, damages, losses, liabilities, obligations, demands, defenses, judgments, suits, proceedings, disbursements and expenses, including reasonable attorneys' fees and costs (including those related to appeals) of any nature whatsoever (collectively, "**Losses and Liabilities**"), arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT.

Assignee hereby accepts the foregoing assignment, sale, transfer, conveyance, grant and delivery of the Assigned Lease Interests and assumes all of Assignor's obligations under the Assigned Lease Interests which arise or relate to the period on or after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. BINDING EFFECT.

This Assignment will be binding upon, and will inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

4. GOVERNING LAW.

This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State where the Premises are located.

5. COUNTERPARTS.

This Assignment may be executed by original signature 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.

6. PURCHASE AGREEMENT.

Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. Notwithstanding anything to the contrary the Assigned Lease Interests do not include any obligations in the Lease that cannot by their nature be performed by Assignee, and may only be performed by the owner of the fee interest in the portion of the Premises that is not included in the Easements.

7. NOTICES AND CONSENTS.

Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under the Ground Lease, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective.

8. RECORDING.

This Assignment may be filed and/or recorded in the appropriate public record.

9. Additional Provisions.

N/A

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

******Remainder of Page Intentionally Left Blank –Signatures on Following Page******

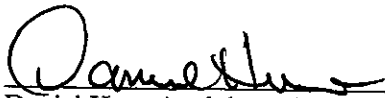
Unofficial
Copy

ASSIGNEE (LLC) EXECUTION & ACKNOWLEDGMENT AS OF 8 / 19 /10:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

TCO Assets Land LLC, a DE limited liability company

By: 
Daniel Hunt, its duly authorized VP/CFO

State of North Carolina


County of Wake

On August 19, 2010 before me, Deborah Campbell, Notary Public
(Here insert name and title of the officer)

personally appeared Daniel Hunt, Vice President and CFO
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of North Carolina that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public
Commission Expires: 3/23/14

(Notary Seal)



ASSIGNOR (IND) EXECUTION & ACKNOWLEDGMENT AS OF 8 / 24 / 10:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

State of _____
County of _____

ASSIGNOR:

Sanger E. Schwarz (Seal)
Print Name: Sanger E. Schwarz

Date: 8/24/2010

This instrument was acknowledged before me by Sanger E. Schwarz, 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/she executed the same.

WITNESS my hand and official seal, this 24th day of August, 2010

NOTARY SEAL



Jo Ann Grennell
Notary Public Jo Ann Grennell
My Commission Expires: 8/26/2011

Exhibit A
Premises

Parent Parcel

Lots 1, 2, 3, 4, 5 and 6, Block 2, Townsite of Cooks, according to the recorded plat thereof, recorded in Book A of Plants, Page 33, in the County of Skamania, State of Washington.

AND BEING the same property conveyed to Horst W. Schwarz and Sanger E. Schwarz from Marvin C. Moist and Jeanette M. Moist by Statutory Warranty Deed dated June 06, 1975 and recorded June 17, 1975 in Deed Book 69, Page 57.

Unofficial Copy

Exhibit B
Ground Lease

That certain PCS Site Agreement ("Agreement") dated September 15, 2009 between Horst W. Schwarz and Sanger E. Schwarz, husband and wife ("Landlord") and TowerCo Assets LLC, a Delaware limited liability company (in its own right or as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("Tenant") for a portion of the "Premises" described in Exhibit A above, as more particularly identified in the Agreement.

Recording Information, if any, set forth below:

Memorandum of Agreement filed September 27, 1999 in Skamania County, Washington in Book 193, Page 638

Unofficial Copy