

\$70.50 C95204

Don J. Oelling

INST. NO 2000

REGISTER OF DEEDS

2000 AUG 29 P 4: 15

038020

LANCASTER COUNTY, NE

BLOCK

CODE

CHECKED

ENTERED

EDITED

X

This document was prepared by:
Nextel WIP Lease Corp.
4500 Carillon Point
Kirkland, Washington 98033

Return Document and
Future Tax Statements to:
SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 200
Cary, NC 27511

Lancaster County, Nebraska
Site ID: NE036P/NE-0003/ J. Oelling

ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 13th day of June, 2000, by and between Nextel WIP Lease Corp., a Delaware corporation and an affiliate of Nextel, as hereinafter defined, ("Nextel WIP"), and Tower Asset Sub, Inc., a Delaware corporation ("Tower Sub").

WITNESSETH:

WHEREAS, Nextel Communications, Inc., with the consent of Tower Asset Sub, Inc., has designated Nextel Partners Operating Corp., as a Transferring Subsidiary for purposes of that certain Master Site Commitment Agreement dated as of April 20, 1999 among Nextel Communications, Inc. and various other Nextel entities and SpectraSite Holdings, Inc. (the "Master Site Commitment Agreement");

WHEREAS, Nextel Partners Operating Corp., is the parent of Nextel WIP and Nextel WIP and Nextel Partners Operating Corp. desire to transfer and convey to Tower Asset Sub, Inc. or one of its affiliates certain ground leases on which "Tower Assets", as defined by the Master Commitment Agreement, will be built so that the Tower Assets will count towards that certain commitment of Nextel Communications, Inc and its subsidiaries and affiliates under the Master Site Commitment Agreement;

WHEREAS, Nextel WIP is either the tenant or the successor in interest to the tenant, as the case may be, to that certain lease dated September 29th, 1999 by and between W. Jean Oelling, Trustee of the "W. Jean Oelling Revocable Living Trust", as Lessor and Nextel WIP Lease Corp. as Lessee (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is recorded in the Office of the Clerk of Lancaster County, Nebraska;

WHEREAS, pursuant to the Prime Lease, Nextel WIP's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in County of Lancaster

7050P

County, State of Nebraska (the "Property"), and all subleases and sublicenses between Nextel WIP as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases").

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel WIP's tower assets, Nextel WIP desires to assign to Tower Sub, and Tower Sub desires to assume all of Nextel WIP's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

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 Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.

3. Assignment and Assumption. Nextel WIP does hereby assign, transfer, set over, and deliver to SpectraSite, all of Nextel WIP's rights, title and interests in and to the Prime Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Lease, the Property, and the Tenant Leases. SpectraSite 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 Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.

4. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel WIP exercises its option pursuant to the terms of the Master Lease to re-acquire from SpectraSite its rights, title and interests in the Property, then all of SpectraSite's interest therein shall automatically re-convey to Nextel WIP. The parties hereby agree to execute any instrument or other documents required to evidence any such re-conveyance.

5. 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.

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 Delaware without reference to its conflicts of law principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime 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 property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

Site ID: NE036P/NE-0003
Site Name: J. Oelling

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

NEXTEL WIP LEASE CORP.,
a Delaware corporation

Witness *B. McQuillan*

Witness *Denise Sweetland*

By: *Donald J. Manning* [SEAL]
Name: Donald J. Manning
Its: Vice President & General Counsel

TOWER ASSET SUB, INC.,
a Delaware corporation

Witness *J. Barker*

Witness

Veronica Hales

By: *Glen F. Spivak* [SEAL]
Name: Glen F. Spivak
Its: Vice President

By: *J. Barker* [SEAL]
Name: J. John Barker
Its: Assistant Secretary

Address of Assignee/Grantee:
c/o SpectraSite Communications, Inc.
100 Regency Forest Drive
Suite 200
Cary, NC 27511
Attn: General Counsel

Corporate Acknowledgment

Site ID: NE036P/NE-0003

Site Name: J. Oelling

State of Washington)
) ss:
County of King)

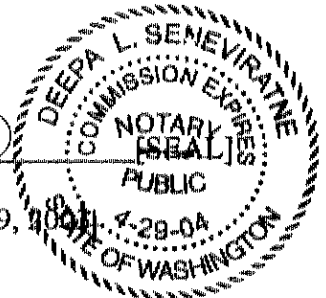
On June 8th, 2000, before me, the undersigned officer, personally appeared: Donald J. Manning, with an address of 4500 Carillon Point, Kirkland, WA 98033, personally known and acknowledged himself to me (or proved to me on the basis of satisfactory evidence) to be the Vice President & General Counsel, respectively of NEXTEL WIP LEASE CORP., a Delaware corporation, (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 by himself in his authorized capacities 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:


Deepa L. Seneviratne

Notary Public

My commission expires: April 29, 2001



Corporate Acknowledgment

Site ID: NE036P/NE-0003

Site Name: J. Oelling

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

On June 1st, 2000, before me, the undersigned officer, personally appeared:

(a) Glen E. Spivak, with an address of 100 Regency Forest Drive, Cary, NC 27511 and

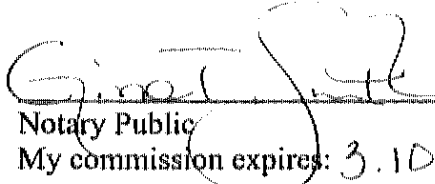
(b) J. John Barker, with an address of 100 Regency Forest Drive, Cary, NC 27511,
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the

[a] Vice President, and

[b] Assistant Secretary,

respectively of TOWER ASSET SUB, INC., a Delaware corporation, (hereinafter, the
"Corporation") and that as such officer(s), 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 by
himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/their
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:

 [SEAL]
Notary Public
My commission expires: 3.10.2004

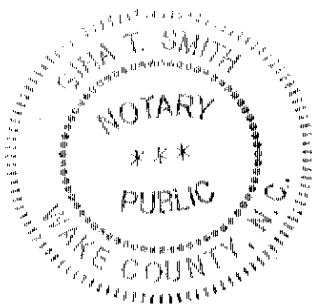


EXHIBIT A

Site ID: NE036P/NE-0003

Site Name: J. Oelling

Legal Description

The description(s) below or attached hereto identify the following:

- ☐ Underlying Parcel Owned by Landlord.
- ☐ Leased Property.

MKT: NXP/OMA
SITE #: NE-036P-C

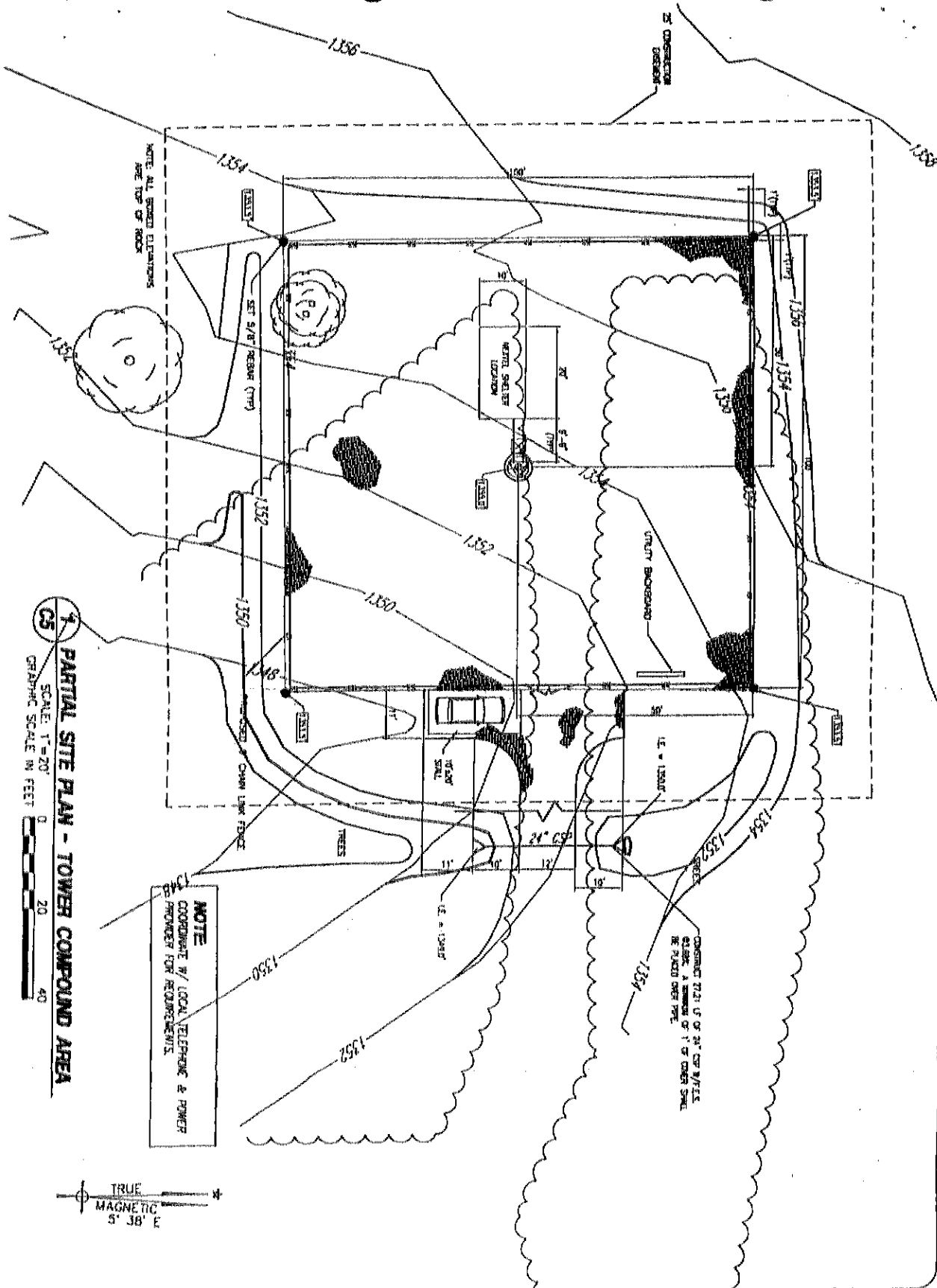
EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 9/29, 1999, by and between W. JEAN OELLING, Trustee of the "W. Jean Oelling Revocable Living Trust", as Lessor, and Nextel WIP Lease Corp., a Delaware corporation, as Lessee.

The Land is situated in the County of Lancaster, State of Nebraska, being more particularly described and/or depicted as follows:

The South half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Ten (10), Township Eight (8), Range Six (6), East of the 6th P.M., Lancaster County, Nebraska.



**THE
GOLDEN
GLOBE**

2005年7月

EXHIBIT B

Site ID: NE036P/NE-0003
Site Name: J. Oelling

List of Tenant Leases
(if applicable)

N/A

Master Site Lease Agreement

Site No. **NE036P/NE-0003**

SITE SCHEDULE

to the Master Site Lease Agreement dated January 4, 2000 ("Lease") between Nextel Partners Operating Corp., a Delaware corporation ("Tenant"), and Tower Asset Sub, Inc., its successors and assigns and the Landlord Parties, including but not limited to SpectraSite Communications, Inc, and its successors and affiliates, as defined in the Lease ("Landlord").

1. Site No./Name: **NE036P/NE-0003 / J. Oelling**
2. Existing Site: **X**; or Landlord Site: _____.
3. Name of Landlord: Tower Asset Sub, Inc.
4. Name of Tenant: Nextel Partners Operating Corp.
5. Site Address: **Township of Centerville, County of Lancaster, Nebraska**
6. Site Latitude and Longitude: **Lat: 40 40 12.2 N; Long: 96 43 40 W**
7. Commencement Date: The earlier of: (i) the date Tenant installs its Equipment on the Tower; or (ii) completion of construction of the Tower.
8. Expiration Date of Current Term - (Pre-existing Sites only): N/A
9. Monthly Rent: \$1,600
10. Term: Initial Term is 5 years.
Renewals: 5 renewals of 5 years each.
11. Site Landlord-Owned: _____ or Landlord-Leased/Licensed: **X**.
If leased or licensed, Term of Prime Lease: **Five year initial term with four (4) five (5) year options to renew. Lease Commenced March, 1st, 2000**
12. Special Access Requirements:
13. Relocation Height: **From 300' to 200'.**
14. Taxes requirements (Pre-existing Sites only): N/A
15. Insurance requirements (Pre-existing Sites only): N/A
16. Landlord Contact for Emergency: Tower Sentry: (888) 498-3667

17. Tenant Contact for Emergency: CTO Nextel Partners: (425) 828-1713
18. Tenant's Address for Notice Purposes: Nextel WIP Lease Corp.
4500 Carillon Point
Kirkland, WA 98033
Attn: Legal Department
19. The execution hereof by the parties shall serve as an acknowledgment and notice that Landlord has obtained any consents or approvals required under the Prime Lease to the assignment, subletting, transfer or encumbrance of this interest in the Premises, as contemplated by the Prime Lease.

Landlord: Tower Asset Sub, Inc.

By:



Glen F. Spivak

Title: Vice President

Date: June 13, 2000

Tenant: Nextel Partners Operating Corp.

By:


Donald J. Manning

Title: Vice President

Date: June 8th, 2000

Site ID: **NE036P/NE-0003**

Site Name: **J. Oelling**

Attachments:	Exhibit 1A:	Antenna Attachment Data Sheet (New Sites and Landlord Sites commencing after closing)
	Exhibit 1B:	Tower Profile Drawing Showing Antenna/Dish Locations
	Exhibit 2:	Proposed Site Layout and Right of Way to the Premises
	Exhibit 3:	Existing Liens, Rights of Way, Easements and Mortgages
	Exhibit 4:	Prime Lease (if applicable)

Site ID: **NE036P/NE-0003**
Site Name: **J. Oelling**

Site Schedule
Exhibit 1-A

Antenna Attachment Data Sheet

Please attach Antenna Attachment Data Sheet.