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OFFICIAL RECORD

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Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 9 Fee: \$22.00

BK-1113 PG-6360 RPTT: 0.00



APN # 1220-04-601-023

Recording Requested by:

Name Fidelity National Title

Address 7130 Glen Forest Drive

City/State/Zip Richmond, VA 23226

( for Recorder's use only )

Assignment and Assumption of License Agreement  
**(Title of Document)**

**This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)**

**This cover page must be typed or printed.**



For recording please forward to: *Fidelity*  
~~Lawyers Title Insurance Corp. GLS National~~  
7130 Glen Forest Drive, Ste 300  
Richmond, VA 23226

Prepared by:  
Global Tower Assets, LLC  
750 Park of Commerce Blvd., Ste 300  
Boca Raton, FL 33487

# 11383350  
APN - 1220-04-601-023

GTP Site: NV-5072 Waterloo Lane  
Cricket Site: RNO-043B

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

*original license agreement* *Recorded 5/19/2009*  
*Unrecorded Doc# 0743446*

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT (this "Assignment") is entered into as of SEPTEMBER 30, 2009, by and among **Cricket Communications, Inc.**, a Delaware corporation, having an office address of 10307 Pacific Center Court, San Diego, CA 92121 ("Assignor") and **Global Tower Assets, LLC**, a Delaware limited liability company, having an address of 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487 ("Assignee").

WITNESSETH

WHEREAS, the Master Site Commitment Agreement dated as of September 30, 2005 (the "Commitment Agreement"), with capitalized terms used herein without definition having the meanings set forth therein), by and between Global Tower, LLC, (sole member of Global Tower Assets, LLC) and Assignor provides for the assignment to Assignee of the LICENSE AGREEMENT which will be assigned by Assignor in connection with the Agreement.

WHEREAS, on the Lease Transfer Date, Assignor will assign all of its interest in the real property lease described on Exhibit A (the "Agreement") for property as described on Exhibit B ("Legal Description of Property") to Assignee in accordance with the Master Site Commitment Agreement.

RECORDED 11/27/2013



NV-5072 Waterloo Lane

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Master Site Commitment Agreement, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment of Agreement. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Agreement, being the same premises leased to Assignor. Together with (a) such rights of way and easement on, over, under, across and through the adjoining lands of landlord or of record, extending from Premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from Premises; (b) such other rights of way and/or easements, if applicable to run guy wires to such points on landlord's land to properly support towers and install anchors to secure said guy wires.

2. Acceptance and Assumption of Agreement. Assignee hereby accepts the assignment of the Agreement and expressly assumes and covenants in favor of Assignor and the Lessor under the Agreement (the "Lessor") to discharge and perform, as and when due, all obligations of Assignor accruing, arising out of, or relating to events or occurrences from and after the Lease Transfer Date under the Agreement.

3. Lessor as Third Party Beneficiary. Assignor and Assignee acknowledge that Lessor and its successors and assigns are intended third party beneficiaries of this Assignment and shall have the right to directly enforce Assignee's obligations and assumptions hereunder to the same extent as if they were a party hereto.

4. Master Site Commitment Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Master Site Commitment Agreement that are contained in the Master Site Commitment Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Master Site Commitment Agreement, the provisions of the Master Site Commitment Agreement shall control.

5. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.



NV-5072 Waterloo Lane

*[Signature page to Assignment and Assumption of LICENSE AGREEMENT]*

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

Assignor:

**Cricket Communications, Inc.,**  
a Delaware corporation

By: *[Signature]*  
Name: Don Simmons  
Title: Regional Network Director

ACKNOWLEDGMENT

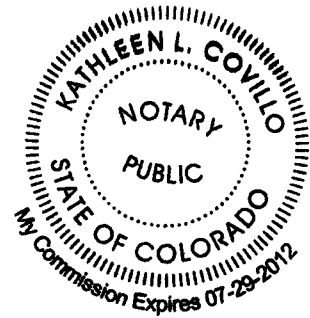
STATE OF Colorado  
COUNTY OF Arapahoe

On 22 day of Sept. 2009 before me, Kathleen L. Coville, Notary Public, personally appeared Don Simmons, who 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.

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

WITNESS my hand and official seal.

Signature *[Signature]*





NV-5072 Waterloo Lane

**Assignee:**

**Global Tower Assets, LLC**  
a Delaware limited liability company

By: Terry Armant  
Name: Terry Armant  
Title: SR VP - Development

REC'D  
11/27/09

**ACKNOWLEDGMENT**

STATE OF FLORIDA

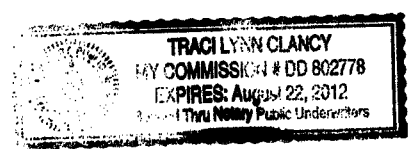
COUNTY OF PALM BEACH

I, the undersigned, a Notary Public of Palm Beach County and State of Florida, do hereby certify that Terry Armant personally came before me and acknowledged that he is the Senior VP of Development of Global Tower Assets, LLC, a Delaware limited liability company, and that, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 30<sup>th</sup> day of SEPTEMBER, 2009.

Notary Public: Traci Lynn Clancy  
Print Name: Traci Lynn Clancy  
My Commission Expires: 8/22/12

[NOTARY SEAL]





NV-5072 Waterloo Lane

**EXHIBIT A**

**GTP Site Number: NV-5072**

**GTP Site Name: Waterloo Lane**

**Landlord Name: Douglas County Parks and Recreation Department**

**Date of Agreement: April 30, 2009**

**Term: The Agreement is for a term of five (5) years and will commence on 4/30/2009 and shall terminate at midnight on the last day of the month in which the fifth (5<sup>th</sup>) anniversary of the Commencement Date shall have occurred. Licensee shall have the right to extend this Agreement for three (3) additional five (5) year terms.**



Exhibit A

A Leasehold Estate, said leasehold being a portion of the following described parent parcel:

A parcel of land located within portions of the Northeast one-quarter (NE1/4) and Northwest one-quarter (NW1/4) of Section 4, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a southwesterly corner of Parcel A as shown on the Parcel Map for Lampe Corners, Ltd. recorded March 27, 1998 in the office of the Recorder, Douglas County, Nevada as Document No. 435999, a found 5/8" rebar with cap, P.L.S. 9393;

Thence along the easterly line of Waterloo Lane, South 44°51'26" West, 181.14 feet to the POINT OF BEGINNING;

Thence South 00°22'19" East, 666.27 feet;

Thence South 89°43'12" West, 300.00 feet to the center of said Section 4, a found 1/2" iron pipe, no tag;

Thence South 89°55'53" West, 547.74 feet to a point on said easterly line of Waterloo Lane;

Thence along said easterly line along arc of a curve to the left, non-tangent to the preceding course, having a radius of 1100.00 feet, central angle of 27°42'06", arc length of 531.83 feet, and a chord bearing and distance of North 58°44'49" East, 526.67 feet;

Thence continuing along said easterly line, non-tangent to the preceding course, North 44°51'26" East, 557.42 feet to the POINT OF BEGINNING, containing 5.42 acres, more or less.

The Basis of Bearing of this description is South 89°53'12" West, the south boundary of Lampe Corners as shown on said Document No. 435999.

AND BEING the same property conveyed to The County of Douglas and to the heirs and assigns of such from Herbig Properties Limited, a Nevada limited partnership by Boundary Line Adjustment Grant, Bargain, Sale Deed dated November 01, 2000 and recorded November 15, 2000 in Deed Book 1100, Page 2717; AND FURTHER CONVEYED to The County of Douglas and to the heirs and assigns from The County of Douglas by Boundary Line Adjustment Grant, Bargain, Sale Deed dated November 01, 2000 and recorded November 15, 2000 in Deed Book 1100, Page 2721.

Tax Parcel No. 1220-04-601-023

Said Leasehold Estate being more particularly described by the following description

Legal Description of Onsite Utility Easement:

A 5.00 foot wide strip of land being a portion of Adjusted Parcel 2 of Record of Survey to Support a Boundary Line Adjustment of Herbig Properties LTD and Douglas County, File Number 503325, filed in the Official Records of Douglas County, Nevada on November 15th, 2000, located with the Northwest Quarter of Section 4, Township 12 North, Range 20 East, MDM, being more particularly described as follows:

Commencing at the Southwest corner of said Adjusted Parcel 1; Thence along the Southeasterly right-of-way of Waterloo Lane from a tangent which bears North 72°35'52" East, along a circular curve to the left with a radius of 1100.00 feet and a central angle of 09°54'07" an arc length of 190.10 feet; thence departing said Southeasterly



right-of-way with a non-tangent line South 13°55'13" East a distance of 15.60 feet; thence North 76° 04'47" East a distance of 10.00 feet; thence South 13°55'13" East a distance of 1.50 feet to the Point of Beginning; thence South 13°55'13" East a distance of 5.00 feet; thence North 76°04'47" East a distance of 92.25 feet; thence South 13°55'13" East a distance of 11.00 feet; thence North 76°04'47" East a distance of 5.00 feet; thence North 13°55'13" West a distance of 17.50 feet; thence South 76°04'47" West a distance of 5.00 feet; thence South 13°55'13" East a distance of 1.50 feet; thence South 76°04'47" West a distance of 92.25 feet to the Point of Beginning.

Said parcel contains an area of approximately 619 square feet.

**Legal Description of Access Easement:**

A 15.00 foot wide strip of land being a portion of Adjusted Parcel 2 of Record of Survey to Support a Boundary Line Adjustment for Herbig Properties LTD and Douglas County, Nevada 503325, filed in the Official Records of Douglas County, Nevada on November 15th, 2000, located with the Northwest Quarter of Section 4, Township 12 North, Range 20 East, MDM, being more particularly described as follows:

Commencing at the Southwest corner of said Adjusted Parcel 1; Thence along the Southeasterly right-of-way of Waterloo Lane from a tangent which bears North 72°35'52" East, along a circular curve to the left with a radius of 1100.00 feet and a central angle of 09°54'07" an arc length of 190.10 feet to the Point of Beginning; thence departing said Southeasterly right-of-way with a non-tangent line South 13°55'13" East a distance of 15.60 feet; thence North 76°04'47" East a distance of 102.25 feet; thence South 13°55'13" East a distance of 17.50 feet; thence North 76°04'47" East a distance of 15.00 feet; thence North 13°55'13" West a distance of 32.50 feet; thence South 76°04'47" West a distance of 102.25 feet; thence North 13°55'13" West a distance of 4.28; thence from a tangent which bears South 61°53'29" West, along a circular curve to the right with a radius of 1100.00 feet and a central angle of 00°48'16" an arc length of 15.45 feet to the Point of Beginning.

Said parcel contains an area of approximately 2058 square feet.

**Legal Description of Lease Area:**

That portion of Adjusted Parcel 2 of Record of Survey to Support a Boundary Line Adjustment for Herbig Properties LTD and Douglas County, File Number 503325, filed in the Official Records of Douglas County, Nevada on November 15th, 2000, located with the Northwest Quarter of Section 4, Township 12 North, Range 20 East, MDM, being more particularly described as follows:

Commencing at the Southwest corner of said Adjusted Parcel 1:  
Thence along the Southeasterly right-of-way of Waterloo Lane from a tangent which bears North 72°35'52" East, along a circular curve to the left with a radius of 1100.00 feet and a central angle of 09°54'07" an arc length of 190.10 feet;  
thence departing said Southeasterly right-of-way with an non-tangent line South 13°55'13" East a distance of 15.60 feet to the Point of Beginning;  
thence South 13°55'13" East a distance of 40.00 feet;  
thence North 76°04'47" East a distance of 10.00 feet;  
thence North 13°55'13" West a distance of 40.00 feet;





thence South 76°04'47" West a distance of 10.00 feet to the Point of Beginning.

Said parcel contains an area of approximately 400 square feet.

