


This document prepared by and
~~after recording, please return to:~~

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

ALABAMA
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Roberta - 300044

Tax Parcel ID: 58-35-3-06-14

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from
Tower Asset Sub, LLC, a Delaware limited liability company ("Assignor") to **American Tower
Asset Sub, LLC**, a Delaware limited liability company ("Assignee") whose tax mailing address
is: c/o American Tower Corporation, Attn: Property Tax Department, PO Box 723597, Atlanta,
GA 31139.

Agreement:

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable
consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as
follows:

1. Assignor does hereby irrevocably transfer, assign, and convey to Assignee all of
the right, title and interest of Assignor in, to and under the lease or other document described in
Schedule A attached hereto together with any easements and other agreements, permits, rights
and appurtenances pertaining thereto (in each case, to the extent assignable) and forming a part
hereof (collectively, the "Land Lease") together with any and all of Assignor's right, title and

interest in and to the buildings, towers and other improvements located on the real property described on Annex 1 hereto and leased pursuant to such Land Lease and all leases, subleases, and licenses with respect thereto pursuant to which Assignor leases or licenses any part thereof to others (collectively the "Tower Leases"). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.

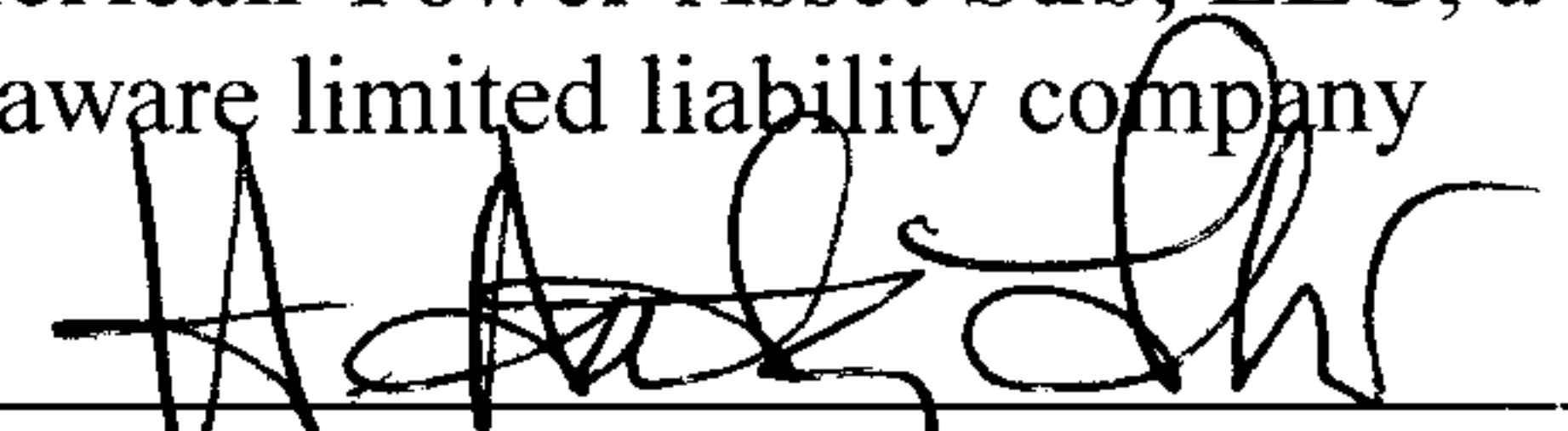
2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.


IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written.

Tower Asset Sub, LLC, a Delaware limited liability company

By: 
H. Anthony Lehy
Senior Vice President

American Tower Asset Sub, LLC, a Delaware limited liability company

By: 
H. Anthony Lehy
Senior Vice President


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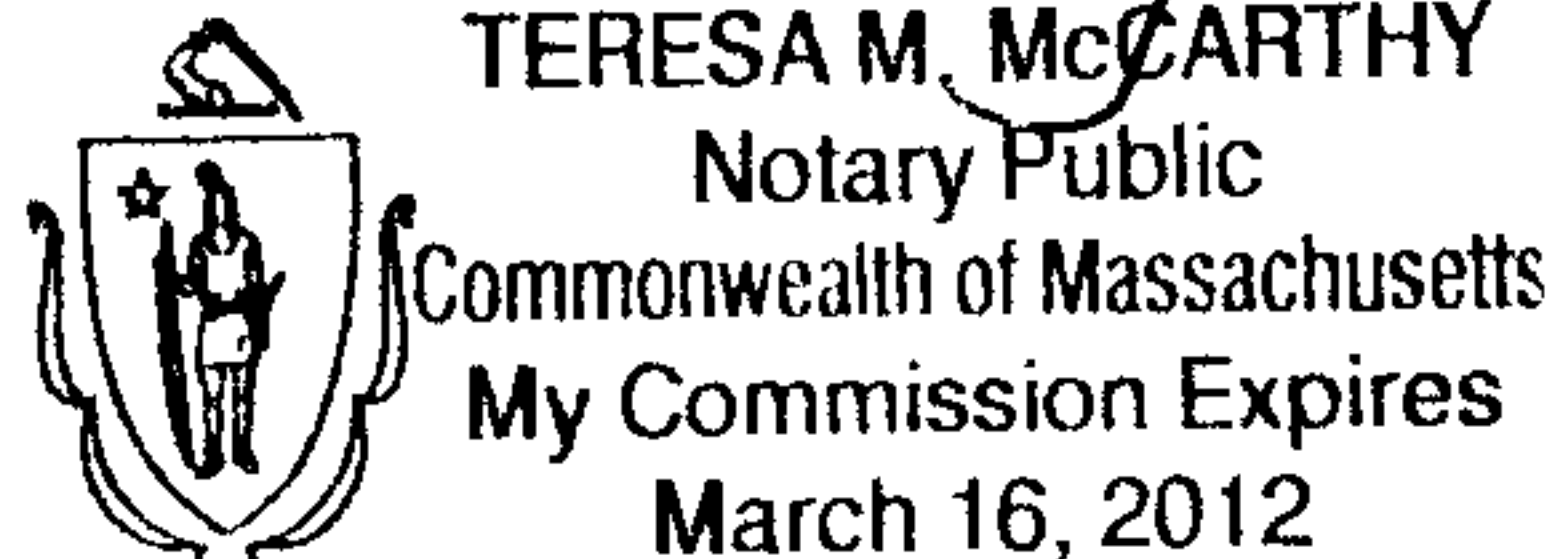
I, Teresa McCarthy, Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv, whose name as Senior Vice President of **Tower Asset Sub, LLC**, a Delaware limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19th day of Feb. A.D., 2007.

Notary Public Teresa McCarthy

Print Name: Teresa McCarthy

My Commission Expires:



(NOTARIAL SEAL)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

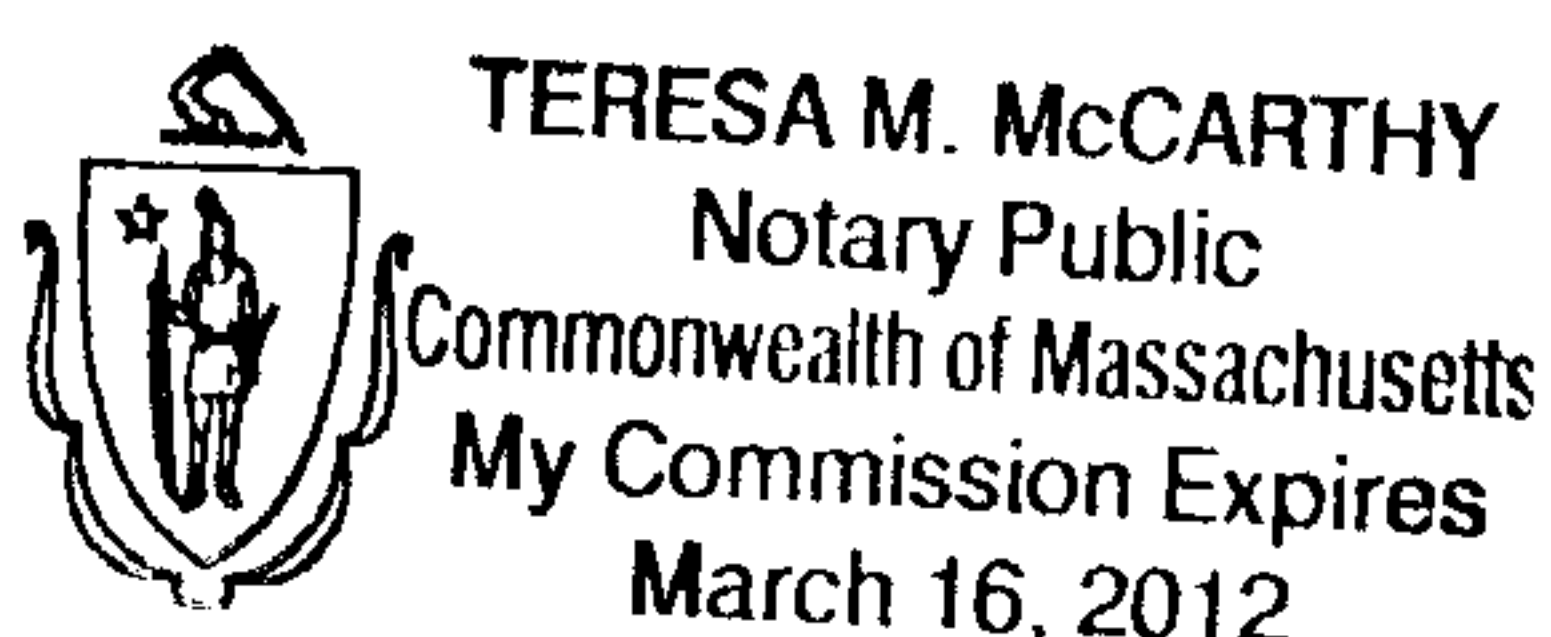
I, the undersigned, Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv of **American Tower Asset Sub, LLC**, a Delaware limited liability company, whose name as Senior Vice President is signed to the foregoing conveyance and who is known to me (or proved to me on the basis of satisfactory evidence), acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 19th day of Feb. A.D., 2007.

Notary Public Teresa McCarthy

Print Name: Teresa McCarthy

My Commission Expires:




(NOTARIAL SEAL)



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Schedule A
to Assignment and Assumption of Lease or Other Agreement


Communications Site Lease Agreement (Ground) dated as of August 5, 1998 between Terry M. Habshey, a married man and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as amended, which (or a memorandum or other notice of which) is recorded in Instrument Number 1999-35378, which Communications Site Lease Agreement (Ground) affects the property described on Annex 1 hereto.


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Annex 1
to Assignment and Assumption Agreement

Legal Description

(See attached)


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SHELBY COUNTY, ALABAMA


SITE NO: 300044

SITE NAME: ROBERTA

ALL THAT TRACT of parcel of land lying and being in the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 13 East of Shelby County, Alabama and being more particularly described as follows:

Beginning at a 5/8 inch iron pin found at the Northwest corner of the Northwest Quarter of the Southeast quarter Section 6, Township 24 North, Range 13 East of Shelby County, Alabama, thence South 01 degree 11 minutes 08 seconds along the west line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 239.62 feet to a 5/8 inch iron pin on the west right-of-way of Shelby County Road No. 89 (a 80 foot right-of-way) thence northeasterly along said right-of-way following a curve to the right (said curve having a radius of 1412.73 feet, a chord bearing of North 21 degrees 59 minutes 08 seconds East and a chord distance of 261.56 feet) a distance of 261.93 feet to a 5/8 inch iron pin on the north line of said $\frac{1}{4}$ $\frac{1}{4}$ section, thence South 88 degrees 20 minutes 55 seconds West along the north line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 102.92 feet to a iron pin and the point of beginning.

The described property contains an area of 11,272 square feet or 0.259 acres, more or less.


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