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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

ALABAMA
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Shelby Springs - 300128

Tax Parcel ID: 58-29-02-04-000-003

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 Lehv
Senior Vice President

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

By: _____

H. Anthony Lehv
Senior Vice President



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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

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:  **TERESA M. MCCARTHY**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 16, 2012


(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:  **TERESA M. MCCARTHY**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 16, 2012

(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 May 30, 2000 between Harvey J. Cochran and Sharon O. Cochran, as joint tenants with right of survivorship 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 2001-54452, 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: 300128

SITE NAME: SHELBY SPRINGS

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a found iron pin, being the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama;

Thence run North $71^{\circ}-03'-00''$ West for a distance of 43.89 feet to a point;
Thence run North $59^{\circ}-34'-06''$ West for a distance of 115.14 feet to a point;
Thence run North $51^{\circ}-19'-27''$ West for a distance of 187.11 feet to a point;
Thence run North $17^{\circ}-53'-06''$ East for a distance of 123.04 feet to a point;
Thence run North $00^{\circ}-29'-50''$ East for a distance of 130.37 feet to a point;
Thence run North $16^{\circ}-22'-17''$ West for a distance of 78.72 feet to a point;
Thence run North $38^{\circ}-04'-25''$ West for a distance of 49.44 feet to THE POINT OF BEGINING;

Thence run North $51^{\circ}-55'-00''$ East for a distance of 100.00 feet to a point;
Thence run South $38^{\circ}-04'-25''$ East for a distance of 100.00 feet to a point;
Thence run South $51^{\circ}-55'-00''$ West for a distance of 100.00 feet to a point;
Thence run North $38^{\circ}-04'-25''$ West for a distance of 100.00 feet to a point of Beginning.

Said lease parcel contains 0.23 acres more or less.



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