

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

Karen Carp, Esq.
Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109

After recording please return to:
Tien Thoong, Account Executive
Parasec
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509



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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

ALABAMA
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Montevallo AL 1 - 300211

Tax Parcel ID: 362041001078000

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:

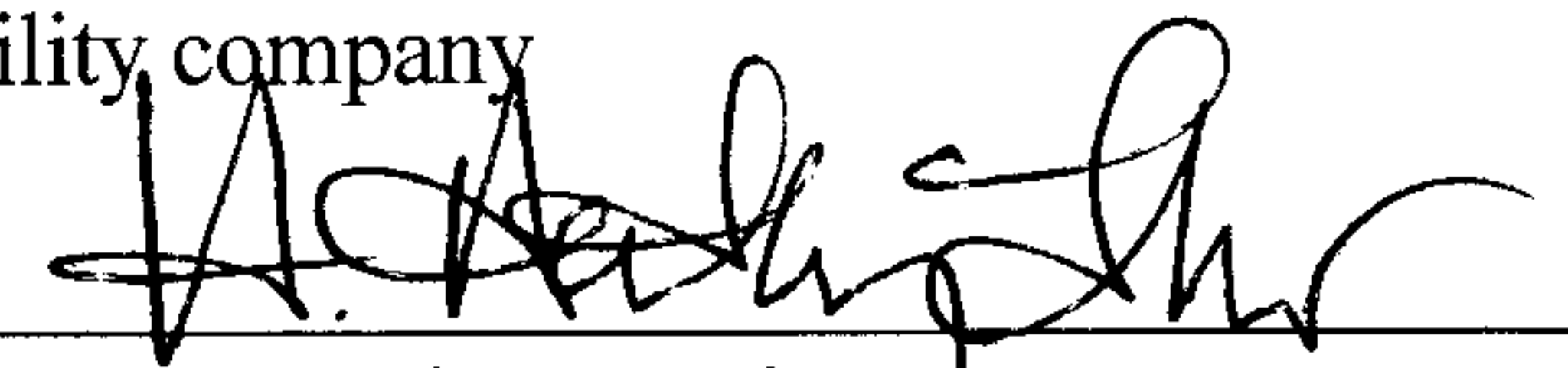
1. Assignor does hereby irrevocably transfer, assign, and convey to Assignee all of the right, title and interest of Assignor in, to and under the lease or other document described in Schedule A attached hereto together with any easements and other agreements, permits, rights and appurtenances pertaining 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.

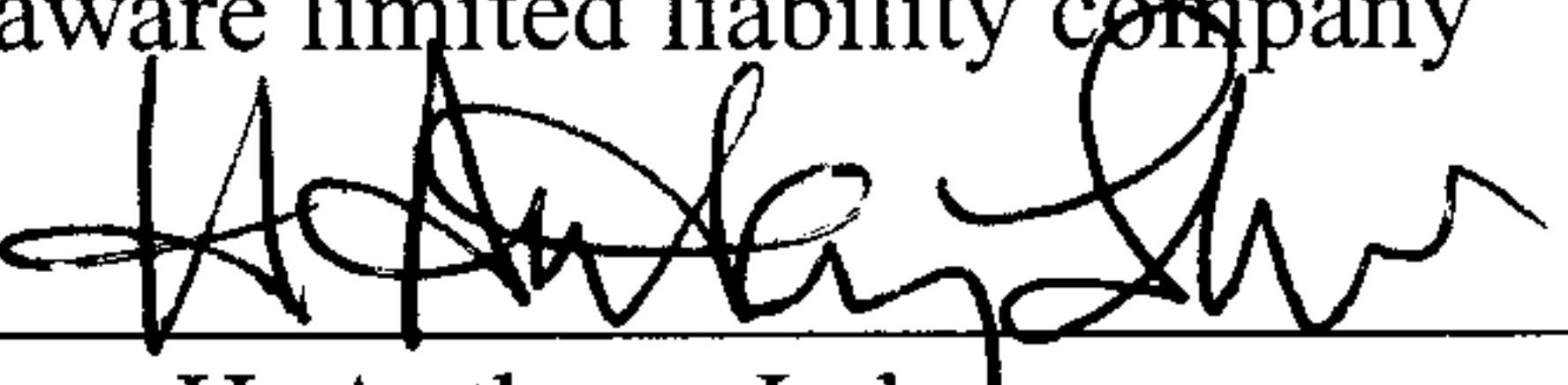
2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.


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, a 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:

(NOTARIAL SEAL)




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



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Schedule A
to Assignment and Assumption of Lease or Other Agreement


Communications Site Lease Agreement (Ground) dated as of March 2, 2000 between City of Montevallo, a municipal corporation 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 2000-18729, which Communications Site Lease Agreement (Ground) affects the property described on Annex 1 hereto.


20100119000016890 4/6 \$26.00
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Annex 1
to Assignment and Assumption Agreement

Legal Description

(See attached)


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SHELBY: ALABAMA
SITE NO: 300211

BEING PART OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 NORTH, RANGE 12 EAST, SHELBY COUNTY, ALABAMA ALSO BEING A PART OF LOTS S-5, BLOCK L ACCORDING TO THE MAP OF SURVEY OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY MARGIN OF GRAHAM STREET AND THE WESTERLY RIGHT-OF-WAY MARGIN OF WALLER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6 OF SAID REYNOLDS SECTION TO SOUTH MONTEBELLO, THENCE ALONG SAID MARGIN OF WALLER STREET NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST 50.00 FEET AND BEING THE TRUE POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 46 MINUTES 21 SECOND WEST 55.20 FEET; THENCE NORTH 02 DEGREES 49 MINUTES 13 SECOND EAST 135.01 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST 49.34 FEET TO A POINT ON SAID WEST MARGIN OF WALLER STREET; THENCE ALONG OF MARGIN SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST 135.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3.056 SQUARE FEET OR 0.07 ACRES, MORE OF LESS.



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