


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

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Shelby Cnty Judge of Probate, AL
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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

ALABAMA
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Saginaw AL 2 - 300243

Tax Parcel ID: 23-1-12-0-000-026.001

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.

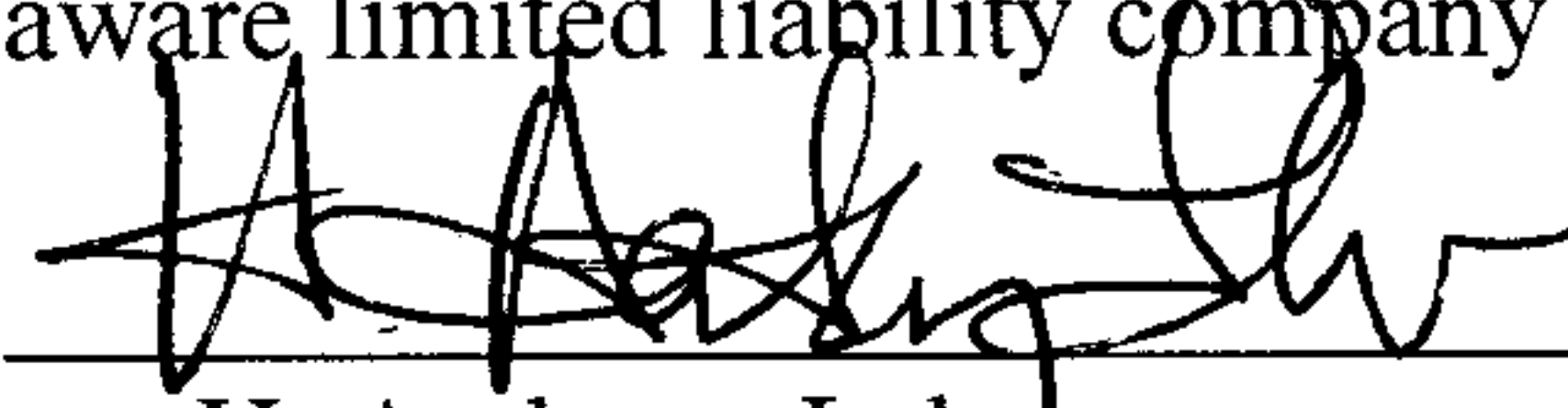
2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.


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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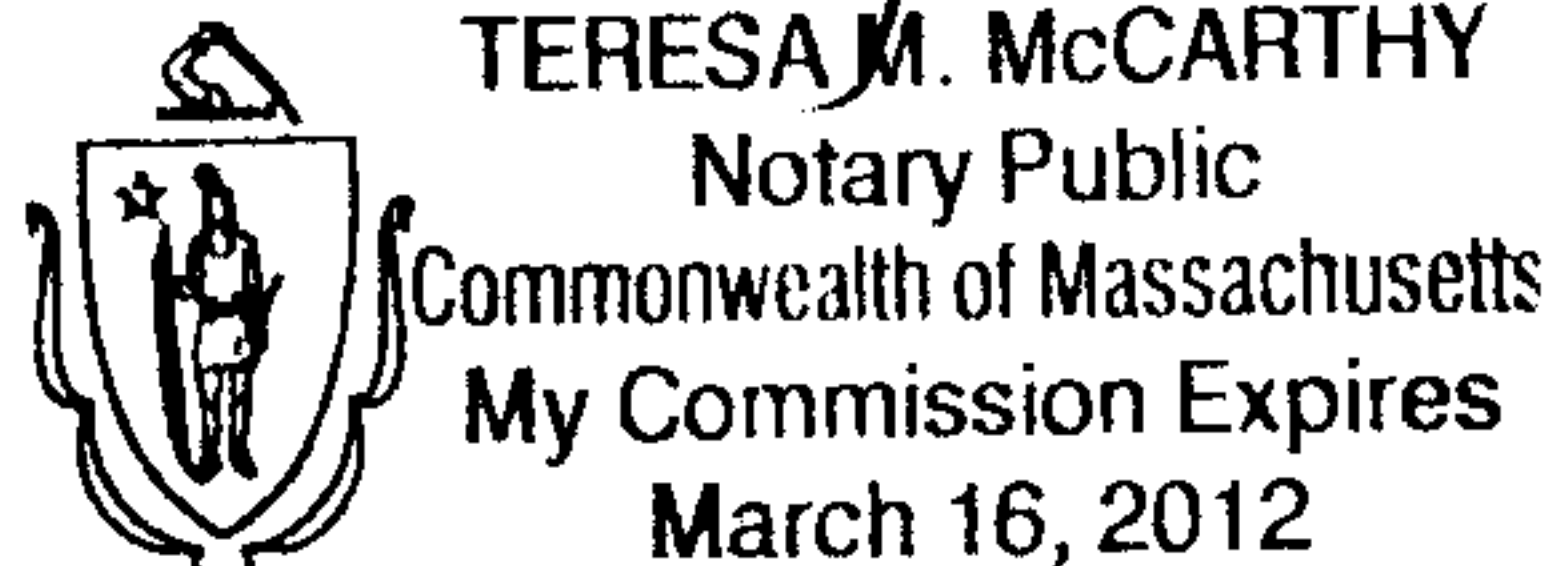
I, Teresa M. McCarthy a Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv, whose name as Senior Vice President of **Tower Asset Sub, LLC**, a Delaware limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me 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:



(NOTARIAL SEAL)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

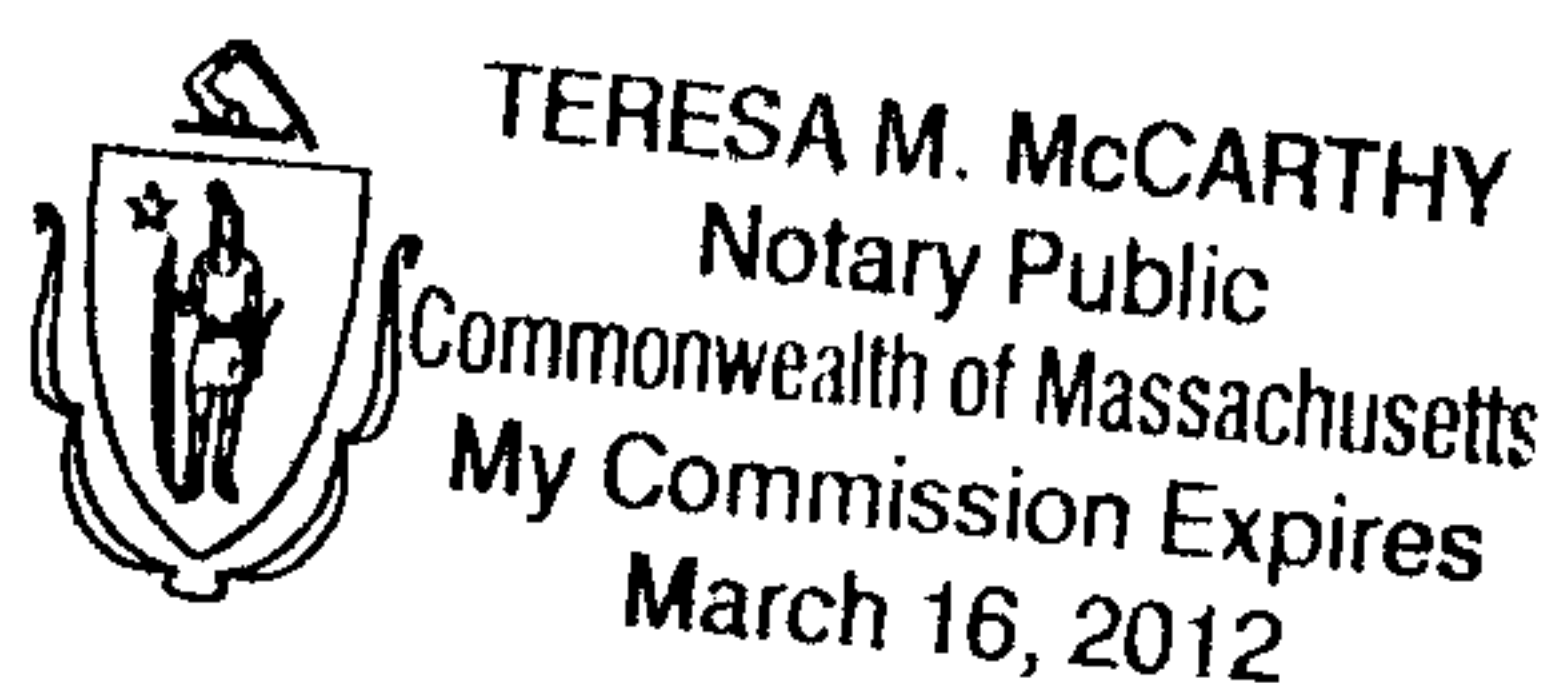
I, the undersigned, Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv of **American Tower Asset Sub, LLC**, a Delaware limited liability company, whose name as Senior Vice President is signed to the foregoing conveyance and who is known to me (or proved to me on 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.

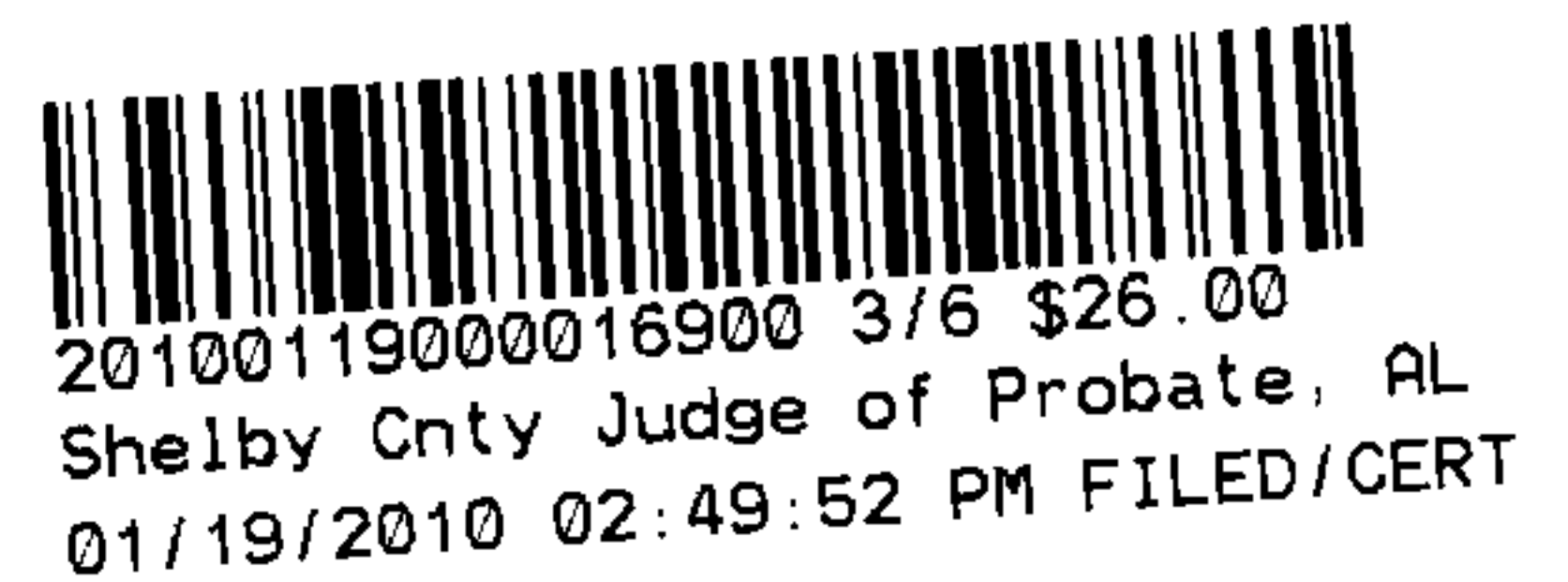
Notary Public Teresa McCarthy

Print Name: Teresa McCarthy

My Commission Expires:




(NOTARIAL SEAL)



Schedule A
To Assignment and Assumption Agreement


Ground Lease Agreement dated October 6, 1995 between Alabaster Water Board and Dial Call, Inc., a Delaware corporation, as amended, which Ground Lease affects the property described on Annex 1 hereto. No prior Memorandum of Lease was recorded.


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Annex 1
to Assignment and Assumption Agreement

Legal Description

(See attached)



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SHELBY COUNTY, ALABAMA
SITE NO: 300243
SITE NAME: SAGINAW AL 2

A parcel of land situated in the Northeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 12, thence run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 1,263.00 feet to an iron pin found; thence turn an angle to the left of 100 degrees 53 minutes 02 seconds and run in a southeasterly direction for distance of 94.72 feet to an iron pin found; thence turn an angle to the right of 74 degrees 04 minutes 08 seconds and run in a southwesterly direction for a distance of 97.71 feet to an iron pin set, said iron pin being the point of beginning;

thence continue along last stated course for a distance of 20.08 feet to an iron pin found; thence turn an angle to the right of 94 degrees 59 minutes 06 seconds and run in a northwesterly direction for a distance of 51.74 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction for a distance of 20.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 50.00 feet to the point of beginning.

Said parcel containing 1,017 square feet, more or less.



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