Book 2007 Page 3680
Document 2007 3680 Type 07 005 Pages 7
Date 11/15/2007 Time 11:03:25AM
Rec Amt $37.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Assignment and Assumption of Lease

Prepared Information:

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Taxpayer Information:

American Tower Asset Sub, LLC
c/o American Tower
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Atlanta, Georgia 31139

ENV. After recording please return to:
Tien Thoong, Account Executive 303447
Parasec Incorporated
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509

Grantor/Assignor:
SpectraSite Communications, Inc.

Grantee/Assignee:
American Tower Asset Sub, LLC

Legal Description: See Schedule A, p. 7

Document or instrument number of previously recorded documents: Book 1999, Page 3607

This Document Prepared By :
After Recordation, Return To

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

IOWA
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Nieman -- 303447

THIS Assignment and Assumption dated as of 3:00 pm on February 28, 2007 is from **SpectraSite Communications, Inc.**, a Delaware corporation ("Assignor") to **American Tower Asset Sub, LLC**, a Delaware limited liability company ("Assignee") whose mailing address is: 116 Huntington Avenue, Boston, MA 02116.

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 and assign 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) (collectively, the "Land Lease") and forming a part hereof together with any and all of Assignor's right, title and interest in and to the buildings, towers and other improvements located at the real property described on Annex 1 hereto and leased pursuant to such Land Lease and all leases or subleases with respect

thereto pursuant to which Assignor leases 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.

SpectraSite Communications, Inc., a Delaware corporation

By: _____
H. Anthony Lehv
Senior Vice President

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

By: _____
H. Anthony Lehv
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 8th day of February A.D. 2007, before me, a Notary Public in and for said county, personally appeared H. Anthony Lehv, to me personally known, who being by me duly sworn did say that he is the Senior Vice President, of **SpectraSite Communications, Inc.**, a Delaware corporation, and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of its board of directors and the said Senior Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Josephine Sacco
Notary Public

My Commission Expires:

JOSEPHINE SACCO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 14, 2008

(Notarial Seal)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 18th day of February A.D. 2007, before me, a Notary Public in and for said county, personally appeared H. Anthony Lehv, to me personally known, who being by me duly sworn did say that he is the Senior Vice President, of **American Tower Asset Sub, LLC**, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of the said limited liability company by authority of the board of directors of its sole member and manager and the said Senior Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Josephine Sacco
Notary Public

My Commission Expires:

JOSEPHINE SACCO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 14, 2008

(Notarial Seal)

Schedule A
to Assignment and Assumption Agreement

Option and Ground Lease Agreement dated as of August 6, 1999 between Harold G. Nieman and Bernadine I. Nieman and SpectraSite Communications, Inc., as amended, a memorandum which (or other notice of which) is recorded in Book 1999, Page 3607, which Option and Ground Lease Agreement affects the property described on Annex 1 hereto.

Annex 1
to Assignment and Assumption Agreement

Legal Description

(see attached)

SITE: 303447
NIEMAN
DELAWARE COUNTY
IOWA

That part of the Northeast fractional Quarter of the Northwest Quarter of
Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa described as follows:

Commencing as a point of reference at the Northeast corner of said Northeast
Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 592+17.9, said station being equal to station 1591+72 of a secondary road (245th Avenue);

thence South 11°30' East 121.2 feet along the centerline of said secondary road;

thence North 78°30' East 50.0 feet to a point on the Southerly right-of-way line of said Primary Road, said point being 112 feet Southerly of the centerline of said Primary Road;

thence North 87°22' East 428.0 feet along the Southerly right-of-way line of said Primary Road;

thence South 2°38' East 451.3 feet;

thence South 87°22' West 396.3 feet to a point of intersection with the Easterly right-of-way line of said Secondary Road;

thence North 1°54' West 108.7 feet along said Easterly right-of-way line to a point of curvature, said point being 50 feet in normal distance Easterly of the centerline of said Secondary Road;

thence Northwesterly 248.4 feet along said Easterly right-of-way line and along the arc of a 1482.5 foot radius curve concave Southwesterly (chord North 6°42' West 248.1 feet) to a point of tangency;

thence North 11°30' West 96.4 feet along said Easterly right-of-way line to the point of beginning and containing 4.18 acres more or less.