

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

05/14/2009 02:01:27 PM

INSTRUMENT TYPE: ASSN FEE: \$36.00 6 Pages



INSTRUMENT NUMBER/BOOK & PAGE:

2009E0046904

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

Recording Cover Sheet

Title of Document: Assignment and Assumption of Lease or Other Agreements

Date of Document: 9:00 am on February 28, 2007

Grantor(s): **Southern Towers, LLC, a Delaware limited liability company** whose mailing address is 116 Huntington Ave., Boston, MA 02116

Grantee(s): **American Tower Asset Sub II, LLC, a Delaware limited liability company** whose mailing address is 116 Huntington Ave., Boston, MA 02116

Legal Description: at Page 6 [Annex I, and attachment]

Reference Book and Page: Book I-2746 Page 693

This Document Prepared By and
~~After Recordation, Return To:~~

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COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

MISSOURI
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Woods Chapel -- 306042

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from **Southern Towers, LLC**, a Delaware limited liability company ("Assignor") to **American Tower Asset Sub II, LLC**, a Delaware limited liability company ("Assignee") whose mailing address is: 116 Huntington Avenue, Boston, MA 02116.

Agreement:

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:

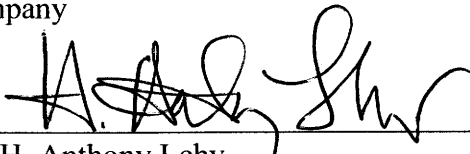
1. Assignor does hereby irrevocably transfer and assign to Assignee all of the right, title and interest of Assignor in, to and under the lease or other document described in Schedule A attached hereto together with any easements and other agreements, permits, rights and appurtenances pertaining

thereto (in each case, to the extent assignable) (collectively, the "Land Lease") 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 with the legal description set out 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.

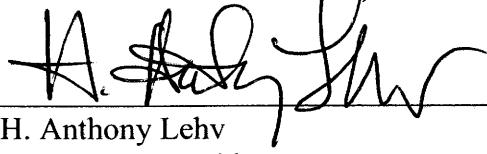
2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

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.

Southern Towers, LLC, a Delaware limited liability company

By: 
H. Anthony Lehv
Senior Vice President

American Tower Asset Sub II, LLC

By: 
H. Anthony Lehv
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 28 day of February, 2007, before me, Geraldine Gleason
Notary Public in and for said State, personally appeared H. Anthony Leht, to me personally known,
Senior Vice President of **Southern Towers, LLC**, a Delaware limited liability company, known to me to
be the person who executed the within instrument in behalf of said limited liability company and
acknowledged to me that he executed the same for the purposes therein stated, and as his free act and
deed and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said
County and State the day and year last above written.

(SEAL)

Geraldine Gleason
Printed Name: _____

Notary Public in and for said State
Commissioned in Suffolk County

My Commission Expires:



Geraldine Gleason
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 1, 2013

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 28 day of February, 2007, before me, Geraldine Gleason
Notary Public in and for said State, personally appeared H. Anthony Leht, to me personally known,
Senior Vice President of **American Tower Asset Sub II, LLC**, a Delaware limited liability company,
known to me to be the person who executed the within instrument in behalf of said limited liability
company and acknowledged to me that he executed the same for the purposes therein stated, and as his
free act and deed and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said
County and State the day and year last above written.

(SEAL)

Geraldine Gleason
Printed Name: _____

Notary Public in and for said State
Commissioned in Suffolk County

My Commission Expires:



Geraldine Gleason
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 1, 2013

Schedule A
to Assignment and Assumption Agreement

Site Designation Supplement dated as of April 30, 2001 between Kansas City SMSA Tower Holdings LLC and Southern Towers, Inc., in connection with which a Memorandum of Sublease with Purchase Option is recorded in Inst. 2004I0021562, which Site Designation Supplement was delivered in connection with the Lease and the Sublease dated December 14, 2000 and relates to the property described on Annex 1 hereto.

Annex 1
to Assignment and Assumption Agreement

Legal Description

Site Number: 306042
Site Name: Woods Chapel
County: Jackson
State: Missouri

LEGAL DESCRIPTION

All that part of the Southwest Quarter of Section 9, Township 48 North, Range 31 West, in Lee's Summit, Jackson County, Missouri described as follows:

Commencing at the Southeast corner of the West Half of said Southwest Quarter; thence North 88 degrees 11' 37" West along the South line of said Southwest Quarter, 334.06 feet; thence North 0 degrees 30' 43" East, 30.00 feet to the North right-of-way line of Wood's Chapel Road; thence continuing North 0 degrees 30' 43" East, 73.14 feet; thence North 36 degrees 41' 33" East, 69.24 feet; thence North 1 degree 02' 19" East, 30.55 feet; thence North 80 degrees 55' 17" West, 75.25 feet; thence North 6 degrees 35' 54" East 151.60 feet; to the true point of Beginning; thence North 83 degrees 24' 06" West, 50.00 feet; thence North 6 degrees 35' 54" East, 50.00 feet; thence South 83 degrees 24' 06" East, 50.00 feet; thence South 6 degrees 35' 54" West, 50.00 feet, to the true point of beginning, containing .057 acres,