

10281864

Quick Data Services, Inc.
50 West 3900 South, 2-B
Salt Lake City, UT 84107

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

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

Tax Parcel I.D.: 21-01-177-010

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

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11/21/2007 01:06 PM \$20.00
Book - 9539 Pg - 9826-9831
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QUICK DATA SERVICES INC
50 W 3900 S STE.2B
SLC UT 84107
BY: EPM, DEPUTY - WI 6 P.

UTAH
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Meadowbrook UT 2 - 310264

THIS Assignment and Assumption dated as of this 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 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.

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: 

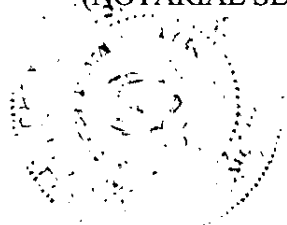
H. Anthony Lehv
Senior Vice President


COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 26th day of February, 2007, personally appeared before me H. Anthony Lehv, who being by me duly sworn, did say that he is the Senior Vice President of Tower Asset Sub, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of a resolution of the board of directors of its sole member, and said Senior Vice President acknowledged to me that said limited liability company voluntarily executed the same.

Notary Public Catherine M. Bradley
Residing at: Boston, MA
My Commission Expires:
(NOTARIAL SEAL)



 Catherine M. Bradley
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 30, 2007


COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On this 26th day of February, 2007, personally appeared before me H. Anthony Lehv, 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 on behalf of said limited liability company by authority of a resolution of the board of directors of its sole member, and said Senior Vice President acknowledged to me that said limited liability company voluntarily executed the same.

Notary Public Catherine M. Bradley
Residing at: Boston, MA
My Commission Expires:
(NOTARIAL SEAL)



 Catherine M. Bradley
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 30, 2007

Schedule A
to Assignment and Assumption Agreement

Communications Site Lease Agreement (Ground) dated as of September 9, 1998 between Metro Fellowship, a Utah non-profit corporation and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, as amended, which (or a memorandum or other notice of which) is recorded in Book 8265, Page 8226, which Communications Site Lease Agreement (Ground) affects the property described on Annex 1 hereto.

Annex 1
to Assignment and Assumption Agreement

Legal Description

(see attached)

Site Number: 310264
Site Name: Meadowbrook UT 2
County: Salt Lake
State: Utah

Located in Section 1, Township 2 South, Range 1 West, Salt Lake Base and meridian, Salt Lake County, State of Utah and being more particularly described as follows:

Beginning at a point West 1,129.10 feet, and North 1544.13 feet from the Southeast corner of Lot 1, Block 11, Ten Acre Plat "A", Big Field Survey, said point also being East 429.01 feet, and North 1447.65 feet from a found S.L. Co., Monument, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running South 89° 51' 24" West, 50.01 feet; thence North 00° 08' 55" West, 30.00 feet; thence North 89° 50' 31" East, 50.00 feet; thence South 00° 10' 25" East, 30.01 feet, more or less, to the point of beginning and terminating. Contains: 0.18 acres.