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DOC # 0712638  
11/06/2007 11:35 AM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
PARASEC

Assessor's Parcel No(s): 1420-06-801-002 & 1420-07-501-001

**After Recordation, Return To:**

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

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 6 Fee: 19.00  
BK-1107 PG-1622 RPTT: 0.00



**Transfer Tax Due: \$ 0**

**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF SUFFOLK**

**NEVADA**  
**ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT**

**Carson City NV - 306913**

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from **Tower Asset Sub, LLC** a 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, 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 thereof 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 15 day of February, 2007, before me, the undersigned notary public, personally appeared H. Anthony Lehy, Senior Vice President of **Tower Asset Sub, LLC**, a Delaware limited liability company, and acknowledged to me that he executed the above instrument on behalf of said limited liability company.

Geraldine Gleason  
Notary Public  
My Commission Expires:



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

(NOTARIAL SEAL)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

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Geraldine Gleason  
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My Commission Expires:



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

(NOTARIAL SEAL)

**Schedule A**  
**to Assignment and Assumption Agreement**

Authorization to Use Property dated as of January 29, 1995 between Carson Valley Community Church, Inc., a Nevada non-profit corporation and Smart SMR of California, Inc., a Delaware corporation, d/b/a Nextel Communications, as amended, a memorandum or other notice of which is recorded prior hereto or intended to be recorded simultaneously herewith, which Authorization to Use Property affects the property described on Annex 1 hereto.

COPY

**Annex 1**  
**to Assignment and Assumption Agreement**

**Legal Description**

**[See Attached]**

COPY



SITE NUMBER: 306913  
SITE NAME: CARSON CITY NV  
COUNTY: DOUGLAS  
STATE: NEVADA

ALL THAT CERTAIN PROJECT AREA SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING SOUTH 72°47'32" EAST, 104.24 FEET FROM THE NORTHWEST CORNER OF THE SAID WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 7; THENCE SOUTH 89°31'08" EAST, 60.00 FEET; THENCE SOUTH 00°48'57" WEST, 40.00 FEET; THENCE NORTH 89°31'08" WEST, 60.00 FEET; THENCE NORTH 00°48'57" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 S.F. MORE OR LESS