

**MEMORANDUM OF AGREEMENT**

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04/06/99 11:38 AM 16-01  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
NEXTEL COMMUNICATIONS  
860 W LEVOY DR STE 102  
SLC UT 84123  
REC BY: Z JOHANSON DEPUTY - MP

CLERK: Please return this document to: Nextel Communications  
860 West Levoy Drive, Ste 102  
Salt Lake City, UT 84123  
Attn.: Property Manager

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by and between 4910 Associates L.L.C, a Utah Limited Liability Company, with an office at 4910 West Amelia Earhart Drive, Salt Lake City, Utah 84166, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware Corporation, d.b.a. Nextel Communications with an office at 4643 South Ulster Street, Ste 500, Denver, CO 80237, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 3rd day of August, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the 11<sup>th</sup> day of December, 1998, ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**LESSOR:**

**LESSEE:**

4910 Associates L.L.C., a Utah Limited Liability Company

Nextel West Corp., a Delaware Corporation  
d.b.a. Nextel Communications



By: Stewart L. Grow Jr.

By: William C. Jarvis

Title: Registered Agent Managing Member

Title: Area President

Date: 1/11/99

Date: 2/22/99

7313497

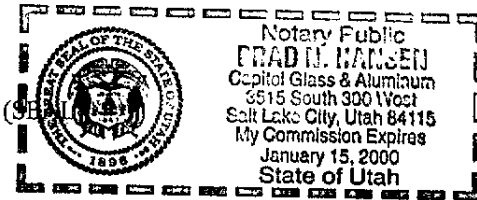
**MEMORANDUM OF AGREEMENT**

STATE OF Utah  
COUNTY OF Salt Lake City

On 1/11/99, before me, Brad Hansen, Notary Public, personally appeared Stewart Grom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Brad Hansen  
Notary Public  
My commission expires: 1/15/2000



STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

On FEBRUARY 22, 1999, before me, LADY BIRD CRELAND, Notary Public, personally appeared WILLIAM C. JARVIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lady Bird Creland  
Notary Public  
My commission expires: MAY 27, 2000



**EXHIBIT A**

**DESCRIPTION OF LAND**

to the Agreement dated August 3, 1998, by and between and 4910 Associates L.L.C., a Utah Limited Liability Company, as Lessor, and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**Lot 1, Salt Lake International Center, Plat 2.**

BOOK 8265 PAGE 8240

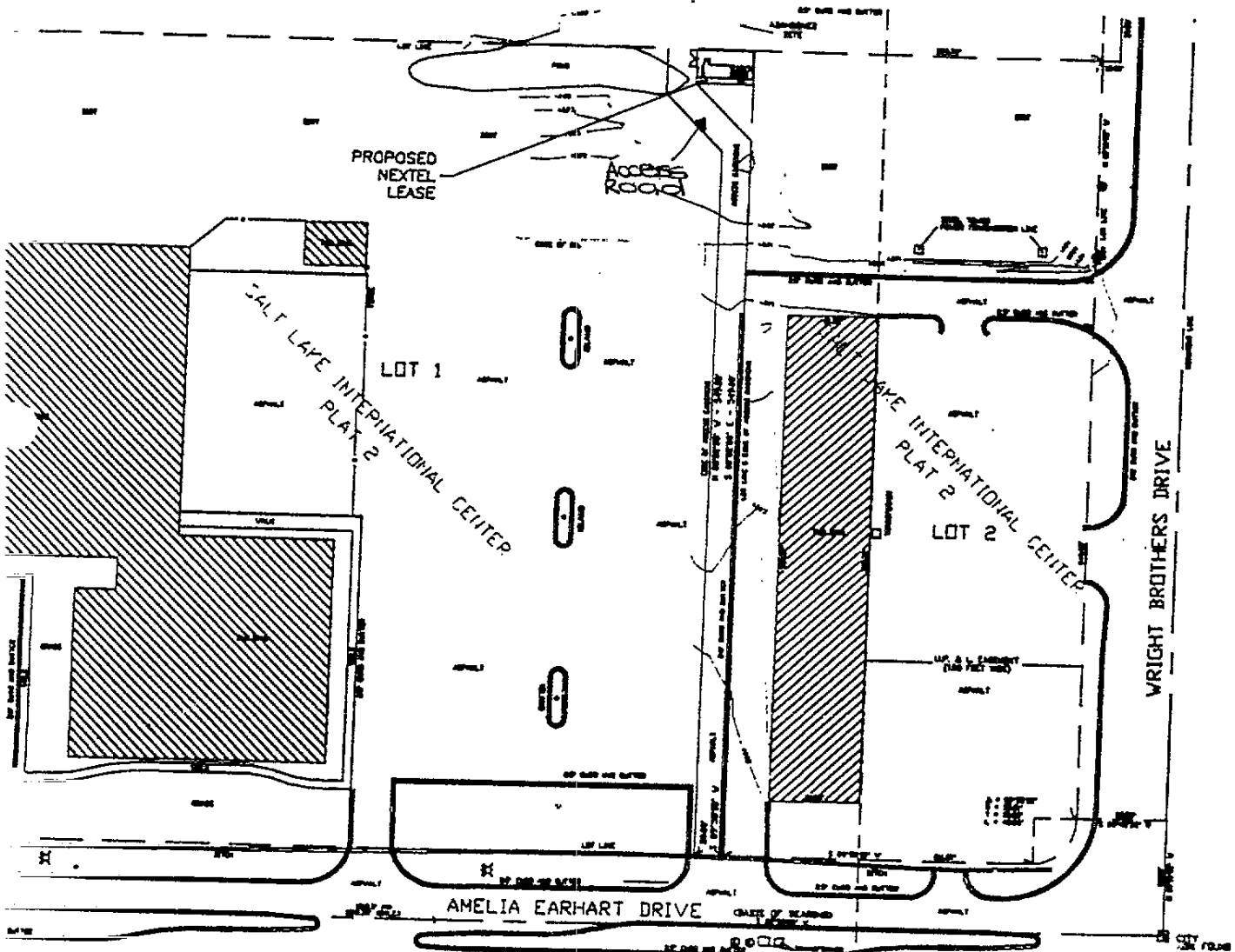
EXHIBIT B

DESCRIPTION OF PREMISES

1 OF 2

to the Agreement dated August 3, 1998, by and between 4910 Associates L.L.C., a Utah Limited Liability Company, as Lessor and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



<b>INTERNATIONAL CENTER (UT-0093A)</b>	
SITE A.P.N.:	N ↑ NORTH
OWNER:	
4910 West Amelia Earhart Dr. Salt Lake City, Utah 84116	

LOT 8265 of MT 8241

This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.