

A.P.N. 08103000080000

WHEN RECORDED RETURN TO:

RECORD AND RETURN TO:
CENTRAL PROPERTY SEARCH
8 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403
#447391-R

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12/10/2009 04:54 PM \$26.00
Book - 9787 Pg - 5644-5652
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CENTRAL PROPERTY RESEARCH
ATTN: TRISHA WATSON
9 LAWN AVE, STE 200
NORRISTOWN PA 19403
BY: KLD, DEPUTY - MA 9 P.

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

**Prior recorded document(s) in Salt Lake County, Utah:
Recorded on January 28, 1997 at #6558670**

**MEMORANDUM OF SECOND AMENDMENT TO
PCS SITE AGREEMENT**

This Memorandum of Second Amendment to PCS Site Agreement is made effective this 17 day of April, 2009 by and between REBECCA AUGER, an individual dealing with her sole and separate property, with a mailing address of 676 Vista View Lane, North Salt Lake, UT 84054 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Harrison W. and Nora J. Justice ("Original Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated June 3, 1996, a memorandum of which was recorded on January 28, 1997 at Instrument No. 6558670 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in Salt Lake County, Utah from Original Lessor (the

“Site”), all located within certain real property owned by Original Lessor (“Lessor’s Property”). Lessor’s Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to PCS Site Agreement dated September 3, 1997 (hereinafter the Original Agreement and First Amendment are collectively referred to as the “Agreement”).

3. Rebecca Auger is currently the Lessor under the Agreement as the current owner of Lessor’s Property, as more fully set forth in the Warranty Deed recorded on November 28, 2005 at Instrument No. 9565127 in the Office of the Salt Lake County Recorder, Utah.

4. STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee.

5. The Agreement had an initial term that commenced on June 3, 1996 and expired on June 2, 2001. The Agreement provides for four extensions of five years each, the first and second of which were exercised by Lessee (each extension is referred to as a “Renewal Term”). According to the Agreement, the final Renewal Term expires June 2, 2021.

6. Lessor and Lessee have entered into a Second Amendment to PCS Site Agreement (the “Second Amendment”), of which this is a Memorandum, providing for six additional Renewal Terms of five years each. Pursuant to this Second Amendment, the final Renewal Term expires on June 2, 2051.

7. By the Second Amendment, Lessor granted to Lessee the option to expand the Site by up to an additional nine hundred square feet, the details of which are set forth in the Second Amendment.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

9. A copy of the Second Amendment is on file with Lessor and Lessee.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

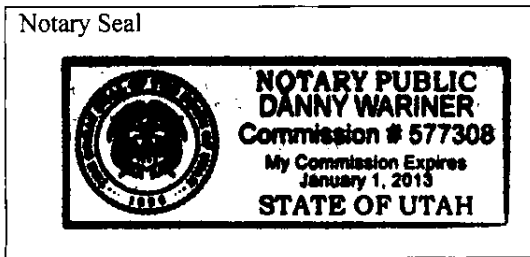
LESSOR:

Rebecca Auger
REBECCA AUGER, an individual dealing with her sole and separate property

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On this 11th day of April 2009, before me, the subscriber, a Notary Public in and for said State and County, personally appeared REBECCA AUGER, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that she is authorized to execute all documents pertaining hereto and acknowledged to me that she executed the same as her voluntary act and deed.

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



D. Wariner
(Signature of Notary)

My Commission Expires: 1/1/13



Network Services

Wireless Sites
6550 Sprint Parkway
Overland Park, KS 66251

ATTORNEY-IN-FACT

June 16, 2005

RE: Confirmation of Certain Authority and Powers of Attorney of Global Signal Acquisitions II LLC (the "Lessee") from STC One LLC, STC Two LLC, STC Three LLC, STC Four LLC, STC Five LLC, STC Six Company (collectively, "Lessor"), Sprint Spectrum L.P., SprintCom, Inc., Sprint Telephony PCS, L.P., American PCS Communications, LLC and Phillicco, L.P. (collectively the "Sprint Collocators") pursuant to those certain Master Leases and Subleases, dated as of May 26, 2005 (collectively, the "Agreement")

To Whom It May Concern:

This letter shall serve as confirmation by Lessor of its grants of certain authority and powers of attorney to Lessee to sublease or operate certain of Lessor's wireless communications tower sites (each a "Site") during the term of the Agreement in accordance with the terms and conditions of the Agreement. The term of the Agreement commenced on May 26, 2005 ("Effective Date") and terminates, unless terminated by Lessor for certain material defaults of Lessee, as more particularly described in the Agreement, on the earlier to occur of (i) May 25, 2037 and (ii) one day prior to the termination of any applicable Site ground lease, as the same may be extended or renewed (the "Term"). The Agreement provides in relevant parts that during the Term:

1) Pursuant to Sections 3(b) and 3(c), Lessor granted to Lessee either a sublease interest in a Site (a "Master Lease Site") or exclusive right to operate a Site (a "Pre-Lease Site").

2) Pursuant to Section 26(a), "without the consent of Lessor, (i) Lessee may lease, sublease, license or otherwise make available Available Space to Tower Subtenant for the purpose of the installation, operation and maintenance of Communications Equipment . . . subject to the applicable terms of the Agreement."

3) Pursuant to Section 4(b), so long as Lessee was not in default under the Agreement, Lessor granted to Lessee a limited power of attorney to "amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements, or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites " in accordance with the terms of the Agreement.

4) Pursuant to Section 5(a), with respect to each Master Lease Site, Lessor did "transfer, assign and convey over unto Lessee for the Term of the Master Lease Site . . . all of its rights, title and interest in, to or under any Collocation Agreements" and with respect to each Pre-Lease Site Lessor did "delegate all of its respective rights, duties, obligations, and responsibilities under the Collocation Agreements to Lessee for the term as to such Site. . . ."

5) The following defined terms have the following meanings:

"Collocation Agreement" means an agreement, including master leases, between the Sprint Collocators or an affiliate thereof (each a "Sprint Group Member") (prior to the Effective Date hereof) or Lessee (on or after the Effective Date) on the one hand, and a third party not an affiliate of a Sprint Group Member (on the Effective Date) on the other hand, pursuant to which such Sprint Group Member or Lessee, as applicable, rents to such third party space at any Site (including space on a tower at such Site), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"Communications Equipment" means, as to any Site, transmitting and/or receiving equipment and other equipment installed at the . . . Site . . . which is used in providing current and future wireless and wireline communication services, including without limitation, switches, antennas, microwave dishes, panels, conduits, flexible transmission lines, cables, radio, amplifiers, filters and other transmission or communications equipment (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other equipment and associated software as may be necessary in order to provide such wireless and wireline communication services, including without limitation, voice or data. Communications Equipment will include any existing, replaced and upgraded Communications Equipment.

"Tower Subtenant" means, as to any Site, any Person (other than Sprint Collocators who sublease tower space at a Site), which: (a) is a "sublessee" under any Collocation Agreement affecting such Site; or (b) subleases, licenses or otherwise acquires from Lessee the right to use Available Space on such Site.

"Available Space" means, as to any Site, a tower location thereon, a portion of the land thereon, a portion of the Improvements thereon or any other portion, space or area of such Site that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

Lessor and Lessee hereby certify that the foregoing is true and correct. If you have any questions regarding this letter, please contact the Collocation Department at Global Signal, 301 North Cattlemen Road, Suite 300, Sarasota FL 34232 at 941-364-8886. Thank you

Sincerely,

Lessor:

STC One LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Two LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

Lessee:

Global Signal Acquisitions II LLC

By: 

Name: _____

Title: Greerson G. McMullen

Executive Vice President
General Counsel and Secretary

~~STC Three LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Four LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Five LLC~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~STC Six Company~~

By: 

Name: Don R. Mueller

Title: Assistant Vice President

~~Sprint Spectrum LP~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

~~SprintCom, Inc~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

~~Sprint Telephony PCS, L.P.~~

By: 

Name: Don R. Mueller

Title: Assistant Secretary

American PCS Communications, LLC

By: 

Don R. Mueller

Name:

Assistant Secretary

Title:

PhilleCo, L.P.

By: 

Don R. Mueller

Name:

Assistant Secretary

Title:

EXHIBIT A
(Legal Description of Lessor's Property)

BEGINNING at a point which is South 229.42 feet and West 90.6 feet, more or less, from the Northeast corner of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 703.21 feet; thence East 413.71 feet to the Southwest boundary of the Salt Lake City Drainage Canal; thence Southeast along said boundary line 62.79 feet to the Westerly line of Interstate Highway 215; thence Southerly 74 feet, more or less, along the arc of a 2999.79 foot radius curve to the left to a point 135 feet perpendicularly distant Westerly from the line of survey of said Highway at Engineer Station 864 plus 10.34; thence Southwesterly along said Highway right of way line 612.85 feet; thence West 262.2 feet to the point of BEGINNING.

LESS AND EXCEPTING therefrom the following described parcel of land: BEGINNING at a point South 229.42 feet and West 90.6 feet from the Northeast corner of Section 16, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°02'10" West 8.00 feet; thence North 89°57'50" East 117.95 feet; thence North 0°04'00" West 209.00 feet; thence North 89°57'59" East 208.61 feet to the West right of way line of I-215; thence South 16°32'14" West along said West right of way line 226.41 feet; thence South 89°57'50" West 261.86 feet to the point of BEGINNING.

Site Name: Justice
Business Unit #: 880557