

REC'D JUN 18 2001

6/18

IN WITNESS RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:

Sprint Sites USA
4457 Willow Road, Suite 202
Pleasanton, California 94588
Attn: Property Specialist

E 1668514 B 2829 P 116
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 JUN 18 9:19 AM FEE 18.00 DEP MT
REC'D FOR MERICOM CORP

NE-11-1N-1W
01-104-0008

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 25 day of April, 2000, by and between Kulmer & Schumacher, a Utah general partnership, with an address of 1505 S. Redwood Road, Salt Lake City, UT 84130 (hereinafter referred to as "OWNER"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, with an office at 4457 Willow Road, Suite 202, Pleasanton, California 94588 (hereinafter referred to as "SSLP").

1. Owner, or Owner's predecessor(s) in interest, and Sprint Spectrum Realty Company, L.P. (SSLP's predecessor in interest and hereinafter referred to as "Lessee"), entered into a PCS Site Agreement ("Agreement") on June 16, 1996, for the purpose of installing, removing, replacing, maintaining and operating a personal communications service system facility. All of the terms and conditions of the Agreement are incorporated herein by reference.
2. SSLP is now the owner and holder of all of the Lessee's rights to the Agreement.
3. The term of the Agreement ("Initial Term") is five (5) years, commencing on a date ("Commencement Date") as defined in the Agreement and automatically renews for four (4) additional terms (each "Renewal Term") of five (5) years each pursuant to certain terms and conditions contained in the Agreement.
4. The Agreement has been modified by the following subsequent instruments:
 - a. September 2, 1997
 - b. May 4, 2000
 - c. April 25, 2001
5. The Parcel which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Parcel which is effected by the Agreement, as modified, (the "Site") is described or depicted in Exhibit B annexed hereto and may include certain additional easements, rights and appurtenances.
6. In the event of any inconsistency between this Memorandum and the Agreement, as modified, the Agreement shall control.
7. This Memorandum and the Agreement, as modified, shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

SIGNATURES TO FOLLOW

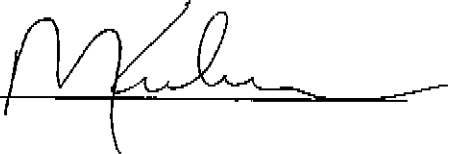
WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

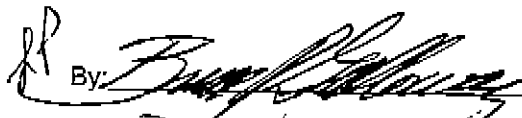
OWNER:

Kulmer & Schumacher,
a Utah general partnership

LESSEE:

Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership

By: 
Title: _____
Date: _____

By: 
Title: Director-Operations
Date: 4/25/01

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

DESCRIPTION OF LAND

This Exhibit "A" is attached to and made a part of that certain Memorandum of Agreement entered into on April 25, 2001, by and between Kulmer and Schumacher, a Utah general partnership, as "OWNER" and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as "SSLP".

All that real property situated in the City of N. Salt Lake, County of Davis, State of Utah and is more particularly described as follows:

A parcel of land situate in the West half of the Northeast Quarter (West 1/2 Northeast 1/4) of Section 11, Township 1 North, Range 1 West of the Salt Lake Base and Meridian, Davis County, Utah, said parcel being all of the second described parcel of land as conveyed by State Road Commission of Utah to Union Pacific Land Resources Corporation by Quitclaim Deed dated July 30, 1973, and recorded August 3, 1973, in Book 522, Page 216, Records of said County, said Parcel bounded and described as follows:

Beginning at the intersection of the easterly right-of-way line of the Oregon Short Line Railroad Company and the northwesterly no-access line of Highway known as Project No. 15-7, said point being 50.0 feet distant easterly, measured at right angles from the centerline of the easterly or westbound main track of said Railroad Company, said point also being North 89°50'23" West, along the quarter section line, 2122.59 feet to the centerline of said westbound main track, and North 3°31'00" East, along said centerline of said westbound main track, 278.69 feet, and South 86°29'00" East, 50.0 feet from the East Quarter corner of said Section 11; thence along said Northwesterly no-access line of Highway known as Project No. 15-7, the following four courses:

- 1) North 46°27'13" East, 510.01 feet;
- 2) North 18°57'39" East, 510.81 feet;
- 3) North 4°34'50" East, 245.94 feet;
- 4) North 0°05'49" East, 1276.11 feet to a point of intersection of the southerly right-of-way line of Cudaty Lane and the westerly no-access line of said project;

thence North 85°13'58" West, 262.72 feet along said Southerly right-of-way line of Cudaty Lane to the intersection of said Easterly right-of-way line of said Railroad, which point is 50.0 feet distant Easterly, measured at right angles from said centerline of the westbound main track; thence along said Easterly right-of-way line of said Railroad, the following three courses:

- 1) South 14°33'52" West, 250.32 feet to the beginning of a curve, concave Easterly, having a radius of 5481.96 feet;
- 2) Southerly, along said curve, through a central angle of 11°02'52", 1057.04 feet;
- 3) South 3°31'00" West, 1074.78 feet to the point of beginning.

Commonly known as: 105 West Center Dr., N. Salt Lake City, UT 84054

Assessor's Parcel No. or Tax Parcel No.: 01-104-0008

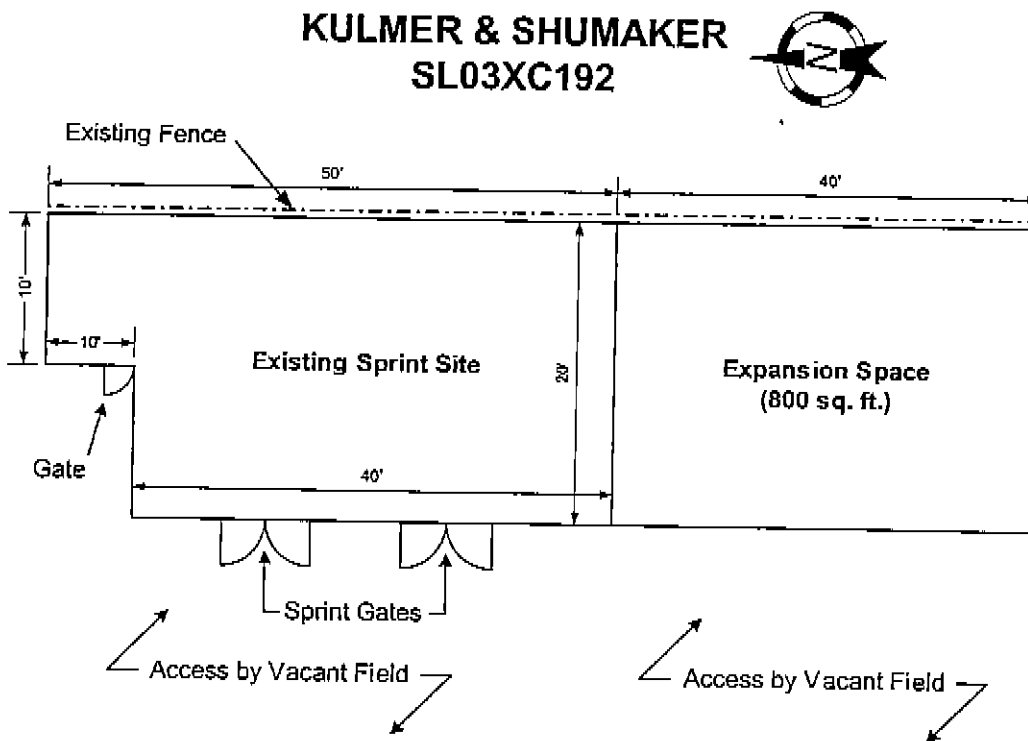
-- MICROFILM MEMO --
 LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WHEN FILMED.

Initials
<i>KS</i>

DESCRIPTION OF LAND

This Exhibit "B" is attached to and made a part of that certain Memorandum of Agreement entered into on April 25, 2001, by and between Kulmer and Schumacher, a Utah general partnership, as "OWNER" and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as "SSLP".

The Premises and Site are depicted as follows:¹



Notes:

- This Exhibit may not be to scale and may be replaced by a land survey of the Premises and / or Site once it is received by SSLP.
- Setback of the Site from the Premises' 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, if depicted, are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

Initials
<i>[Signature]</i>

State of KANSAS

E 1668514 B 2829 P 120

County of JOHNSON

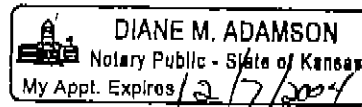
On APRIL 25, 2001 before me, DIANE M. ADAMSON, NOTARY PUBLIC
(Date) (Name and title of officer (e.g. "Jane Doe, Notary Public"))

personally appeared BRUCE R. GALOWAY
Name (s) of Signer (s)

personally known to me - OR -

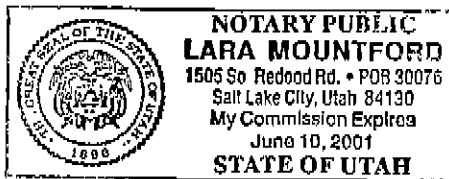
proved to me on the basis of satisfactory evidence to be the person (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

Witness my hand and official seal.



State of UTAH)
)ss.
County of SALT LAKE)

On the 12th day of APRIL, A.D. 2001, personally appeared before me MORRIS H. KULMER, who being by me duly sworn, that he/she is a General Partner of KULMER & SCHUMACHER, a UTAH General Partnership, and that the foregoing instrument was signed in behalf of its Partnership by authority of its Partnership Agreement, and the said MORRIS H. KULMER acknowledged to me that said General Partnership executed the same.


NOTARY PUBLIC

State of)
)ss.
County of)

On the _____ day of _____, A.D. _____, personally appeared before me _____, who being by me duly sworn, that he/she is a General Partner of _____, a _____ General Partnership, and that the foregoing instrument was signed in behalf of its Partnership by authority of its Partnership Agreement, and the said _____ acknowledged to me that said General Partnership executed the same.

NOTARY PUBLIC