

28

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



W1811396

Sprint Sites USA
C/O Mericom Corporation
4700 Northgate Blvd., Suite 160
Sacramento, CA 95834

-----Space above this line for County Recorder-----

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 15 day of Feb 01, 2001, by and between NBO Company L.P., a Utah limited partnership, with an address of 3310 Taylor Avenue, Ogden, UT 84403 (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 July 30, 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. April 7, 2000
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

E# 1811396 BK2188 PG1866
DOUG CROFTS, WEBER COUNTY RECORDER
30-NOV-01 832 AM FEE \$22.00 DEP JPM
REC FOR: MERICOM.CORP

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

OWNER:
NBO Company L.P., a Utah limited partnership

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

By: Clair Baur
Title: Pres
Date: Feb 15 01

By: Joseph T. Maes
Title: Director Western Region
Date: 2/26/01

By: Ed Niederhauer
Title: _____
Date: 2-15-01

By: _____
Title: _____
Date: _____

E# 1811396 BK2188 PG1867

EXHIBIT A

DESCRIPTION OF LAND

This Exhibit "A" is attached to and made a part of that certain Memorandum of Agreement entered into on Feb 15 2001, by and between NBO Company L.P., a Utah limited partnership, as "OWNER" and Sprint Spectrum Realty Company, a Delaware limited partnership as "SSLP".

All that real property situated in the City of Ogden or, County of Webber, State of Utah and is more particularly described as follows:

PARCEL 1:

15-066-0005

A part of the Northeast quarter Section 25, Township 6 North, Range 2 West, Salt Lake Meridian, U.S. Survey; beginning 595.00 feet South and 214.5 feet West of the Northeast corner of said Section; thence West 585.94 feet; thence South 0°48'04" East 240.27 feet; thence North 89°11'56" East 582.64 feet; thence North 232.10 feet to the point of beginning.

PARCEL 2:

15-066-0001

A part of the Northeast quarter of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian, United States Survey; beginning at the Northeast corner of said Section 25; thence South 823.86 feet; thence West 214.5 feet; thence North 228.96 feet; thence East 181.5 feet; thence North 594.9 feet; thence East 33.00 feet to beginning.;

Exception therefrom any portion described as follows:

A part of the Northeast quarter of Section 25, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, basis of bearing using the State Plane Coordinate System of North 01°32'37" East, between the witnessed Southeast corner and the monumented East quarter corner of Section 24 of said Township and Range, described as follows:

Beginning at the Northeast corner of property conveyed by Deed recorded in Book 1544 of Records, page 53, Records of Weber County, Utah, being located by survey from the current witnessed location of the Northeast corner of said Section the following two (2) courses; 73.415 feet South 33°39'11" West to a more correct location for the Northeast corner of said Section 25, and 596.08 feet South 00°37'05" West along the more correct location of the East Section line of said Section 25, a portion of which is approximately identified by an existing "T" Post and wire fence line being a common property line as conveyed by Deed recorded in Book 1581 of Records, page 2673 and Book 1708 of records, page 162 and Book 8 of Auditors Tax Deeds, page 302, records of Weber County, Utah from the more correct location for said Northeast corner of Section 25, 21.75 feet South 88°41'41" East along the South property line as conveyed by Deed recorded in Book 1581 of records, page 2673 to the true point of beginning; running thence South 88°41'41" East 21.752 feet along said South property line thence South 00°37'05" West 229.35

Commonly known as: 2060 South 1100 West Ogden, Utah

E# 1811396 BK2188 PG1868

Assessor's Parcel No. or Tax Parcel No.: 87-0338249

Initials
<i>CB</i>
<i>ES</i>
<i>18</i>

Clair Baur. SL03XC118

DLH

EXHIBIT A
DESCRIPTION OF LAND

This Exhibit "A" is attached to and made a part of that certain Memorandum of Agreement entered into on FEB 15 2001, by and between NBO Company L.P., a Utah limited partnership, as "OWNER" and Sprint Spectrum Realty Company, a Delaware limited partnership as "SSLP".

All that real property situated in the City of Ogden or, County of Webber, State of Utah and is more particularly described as follows:

feet along the more correct Section line for the East Section line of said Section 25, said line being the West property line as conveyed by Deed, recorded in Book 8 of Auditors Tax Deeds, page 302, Records of Weber County, said point being on the North property line as conveyed by Deed recorded in Book 1442 of records, page 109, records of Weber County, thence North 89°49'45" West 33.135 feet along said North property line a portion of which is common property line as conveyed by Deeds recorded in Book 1544 of Records, page 53, and in Book 1442 of Records, page 109, Records of Weber County, Utah, to the West relocated right of way line of Tomlinson Road (1200 West Street) said point being 42.65 feet left of engineer station 10+272.464; thence along said West relocated right of way line to a point of tangency being 42.65 feet left of engineers station 10+327.779 and along the arc of a curve to the left 166.62 feet, having a radius of 613.52 feet with a chord bearing and distance of North 08°53'47" West 166.10 feet; thence North 16°40'35" West 69.73 feet along said West relocated right of way line to a common property line as conveyed by Deed recorded in Book 1544 of Records, page 53, and in Book 1581 of Records, page 2673, Records of Weber County, Utah, said point being 42.65 feet left of engineers station 10+349.032; thence South 88°41'41" East 59.57 feet along said common property

Commonly known as: 2060 South 1100 West Ogden, Utah
Assessor's Parcel No. or Tax Parcel No.: 87-0338249

E# 1811396 BK2188 PG1869

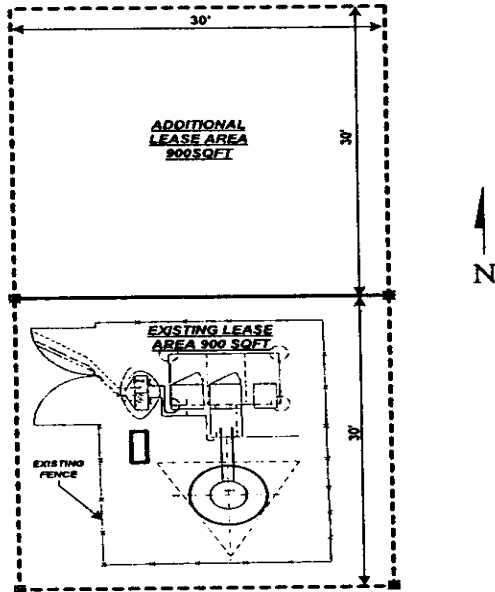
Clair Baur. SL03XC118

Initials
LB
EB
VS

EXHIBIT B
DESCRIPTION OF LAND

This Exhibit "B" is attached to and made a part of that certain Memorandum of Agreement entered into on Feb 15, 2001, by and between NBO Company L.P., a Utah limited partnership, as "OWNER" and Sprint Spectrum Realty Company, a Delaware limited partnership as "SSLP".

The Premises and Site are depicted as follows:¹



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

State of Utah

County of Weber

On 15 Feb 2001 before me, [Signature] Notary Public
(Date) (Name and title of officer (e.g. "Jane Doe, Notary Public"))

personally appeared Clair Bauer / Ed Niedehausen
Name (s) of Signer (s)

personally known to me - OR -

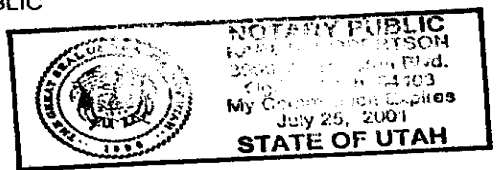
proved to me on the basis of satisfactory evidence to be the person (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity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

Witness my hand and official seal.

State of Utah
County of Weber) ss.

On the 15 day of Feb, A.D. 2001, personally appeared before me, Clair Bauer, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the above instrument.

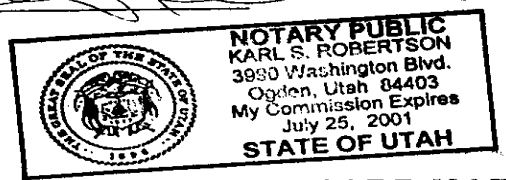
[Signature]
NOTARY PUBLIC



State of Utah
County of Weber) ss.

On the 15 day of Feb, A.D. 2001, personally appeared before me, Ed Niedehausen, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the above instrument.

[Signature]
NOTARY PUBLIC



ACKNOWLEDGEMENTS

Site Name: CLAIR BAUR

Site Number: SL03XC118

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

This instrument was acknowledged before me this 21 day of February, 2001, by Josephine T. Shields, known to me or ~~satisfactorily proven to be the person~~ whose name is subscribed to this instrument and acknowledged that she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

WITNESS my hand and official seal.





Notary Public