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CLERK: Please return this document to:  
NEXTEL WEST CORP.,  
d/b/a Nextel Communications  
860 West Levoe Drive, Ste 102  
Salt Lake City, Utah 84123  
Attn: Property Manager

7788657  
12/28/2000 10:54 AM 18.00  
Book - 8411 Pg - 2106-2110  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
NEXTEL COMMUNICATIONS  
860 W LEVOY DR STE.102  
SLC UT 84123  
BY: RDJ, DEPUTY - MA 5 P.  
Parcel Number: 08-26-277-001

7788657

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 5<sup>th</sup> day of December, 2000, by and between GRANITE CONSTRUCTION COMPANY, a California corporation, with an address at 1000 North Warm Springs Road, Salt Lake City, Utah, 84116, (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. 5<sup>th</sup> Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on 5<sup>th</sup> day of December, 2000, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. Lessor grants to Lessee an option to lease the Premises (the "Option"), such Option period shall commence upon November 1, 2000, and terminate on May 1, 2001 ("Option Term"). If Lessee does not exercise its Option prior to its termination date, this Agreement shall terminate. If Lessee should exercise its Option then the term of this Agreement shall be five (5) years commencing on the date Lessee exercises its option ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms"), on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew Ninety (90) days prior to commencement of the succeeding Renewal Term. Notwithstanding the foregoing, this Agreement shall not be automatically renewed if an uncured material event of default exists on the part of the Lessee.
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.

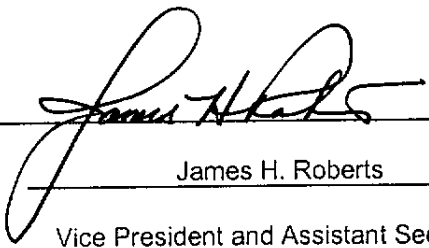
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

ORIGINAL

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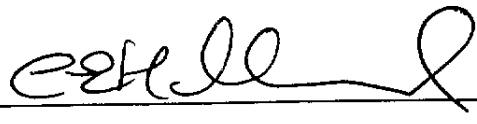
**LESSOR:**

GRANITE CONSTRUCTION COMPANY  
a California corporation

  
\_\_\_\_\_  
By: James H. Roberts  
Title: Vice President and Assistant Secretary  
\_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

NEXTEL WEST CORP.,  
a Delaware corporation,  
d/b/a Nextel Communications

  
\_\_\_\_\_  
By: Colin E. Holland  
Title: Area Vice President of Engineering/  
Operations  
\_\_\_\_\_  
Date: 12/5/00

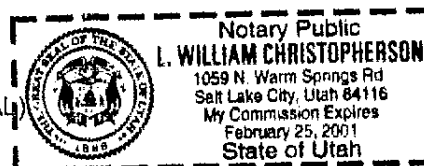
STATE OF Utah  
COUNTY OF Salt Lake

On Nov 28, 2000, before me L. William Christopherson, Notary Public, personally appeared James H. Roberts, 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.

L. William Christopherson  
Notary Public

(SEAL)



My commission expires: \_\_\_\_\_

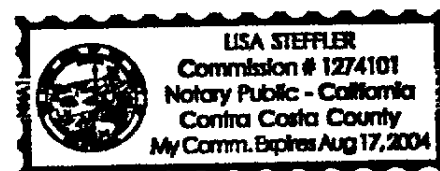
STATE OF California  
COUNTY OF Contra Costa

On 12/5/00, before me Lisa Steffler, Notary Public, personally appeared Colin E. Holland, 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.

Lisa Steffler  
Notary Public

(SEAL)



My commission expires: 8/17/04

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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated December 5, 2000, by and between GRANITE CONSTRUCTION COMPANY, a California corporation, 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:

APN: 08-26-277-001

County of Salt Lake; State of Utah.

BEGINNING at the Southwest corner of Lot 2, Block 110, Plat "C" Salt Lake City Survey and running West 151.73 feet to a point on the East right of way of the State Road Commission of Utah, said point being East 640.27 feet from the Southwest corner of Block 111, Plat "C", Salt Lake City Survey; thence running along said right of way North 26°49' West 134.80 feet; thence North 25°57'24" West 255.66 feet; thence Northwesterly 331.63 feet along the arc of a 2769.93 foot radius curve to the right (Note: said curve is tangent at its point of ending to a line bearing North 17°21'25" West); thence North 0°34'52" East 132.00 feet to a point that is East 123 feet from the Southwest corner of Lot 17, Block 66, Kinney & Gourlay's Improved City Plat; thence Northwesterly 138.5 feet more or less along the arc of a 2769.9 foot radius curve to the right to a point 93 feet East from the Northwest corner of Lot 17, Block 66, Kinney & Gourlay's plat; thence North 12°59' West 17.81 feet; thence Northwesterly 203 feet more or less along the arc of a 2769.9 foot radius curve to the right to a point 56 feet East from the Northwest corner of Lot 13, Block 66, Kinney and Gourlay's plat; thence North 7°01' West 65.49 feet; thence North 5°05' West 135.53 feet to a point 36 feet East from the Southwest corner of Lot 11, Block 66, Kinney & Gourlay's Improved City Plat, Salt Lake City; thence East 559.00 feet along the North line of Block 66 to a point that is 70 feet West of the Northeast corner of Block 65, Kinney & Gourlay's Improved City Plat, said point also being on the West right of way line of the Denver & Rio Grande Western Railroad Co.; thence along said right of way line South 21°15' East 331.08 feet; thence South 243.79 feet to a point 50 feet East of the Southeast corner of Block 65; thence West 15 feet; thence South 64.0 feet; thence East 38.30 feet; thence South 16°53'32" East 71.07 feet; thence East 36.29 feet to the West line of the Denver & Rio Grande Railroad right of way; thence South 17°17'52" East 691.26 feet along said right of way; thence West 437.23 feet to the point of BEGINNING. Less a portion of a 50 foot wide frontage road that intersects the Northeast portion of the above described property shown on the official map of the State Road Commission of Utah Project No. UI-239 situated in Block 65 of Kinney & Gourlay's Improved City Plat, Salt Lake City, Utah.

Lessor Initials:   f  

Lessee Initials:   CCH  

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EXHIBIT B

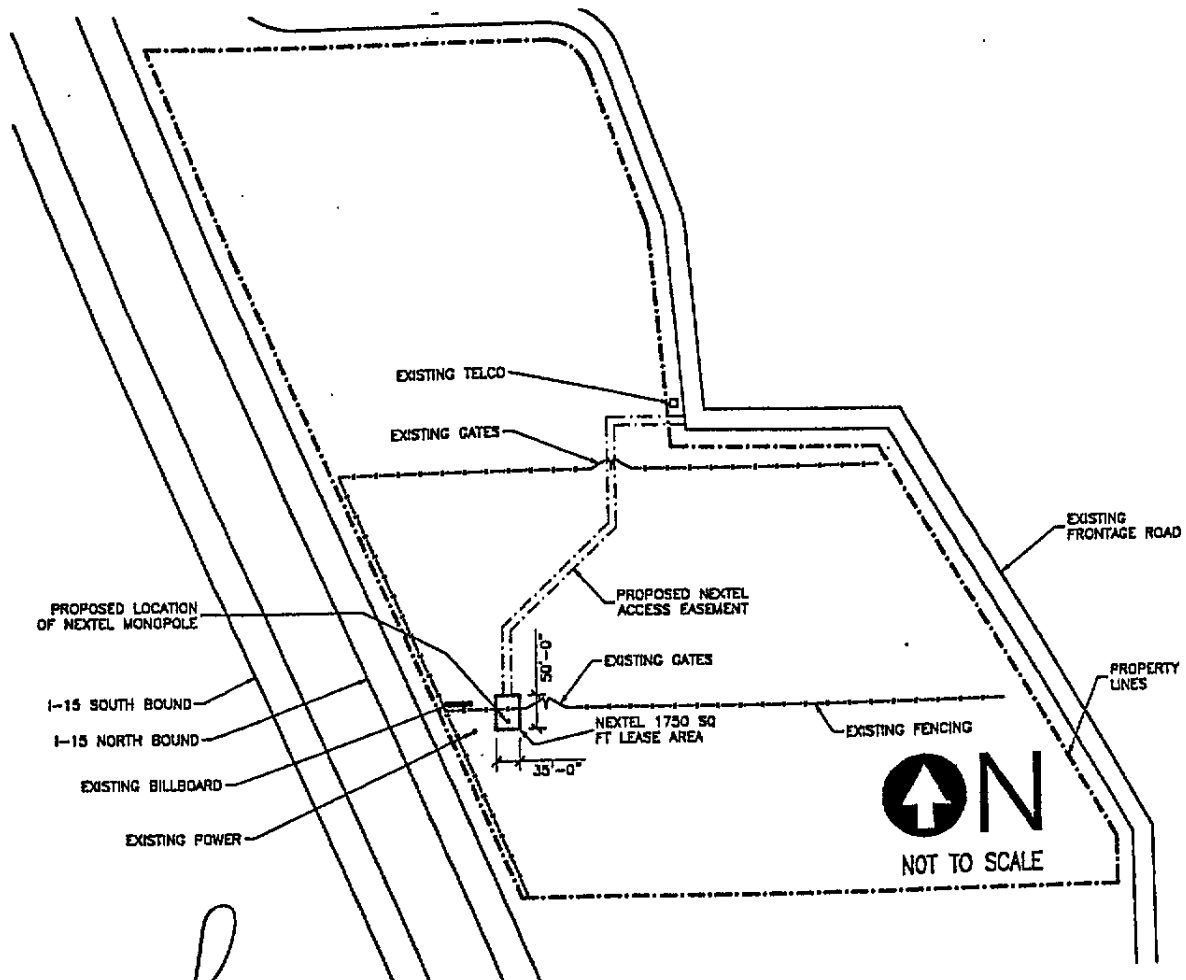
DESCRIPTION OF PREMISES

to the Agreement dated December 5, 2000, by and between GRANITE CONSTRUCTION COMPANY, a California corporation, 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:

APN: 08-26-277-001

1000 N Warm Springs Road, Salt Lake City, UT 84116



Lessor Initials: GR

Lessee Initials: CEH

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. 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.
5. The location of any utility easement is illustrative only. Actual location shall be determined by the servicing utility company in compliance with all local laws and regulations.