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09/07/2001 04:21 PM 16.00
Book - 8498 Pg - 3750-3753
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
BY: ZJM, DEPUTY - WI 4 P.

CLERK: Please return this document to:
NEXTEL WEST CORP., a Delaware corporation
d/b/a Nextel Communications
4643 S. Ulster, Ste. 500
Denver, CO 80237
Attn: Property Manager

PID Number: 07-36-151-010

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 30th day of August, 2001, by and between W. CHARLES SWANSON IRREVOCABLE TRUST, d/b/a S.C. General, a Utah trust with an office at 5500 West Amelia Earhart Drive, 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 S. Ulster, Ste. 500, Denver, CO 80237, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) ("Agreement") on the 30th day of August, 2001, 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. The term of the Agreement is for five (5) years commencing on the start of construction of Lessee Facilities or eighteen (18) months after full execution of the Agreement, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) 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:
W. CHARLES SWANSON IRREVOCABLE TRUST,
d/b/a S.C. General,
a Utah trust

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

By: [Signature]

By: [Signature]

Name: W. Charles Swanson

Name: Edward J. Harris

Title: Co-Trustee

Title: Director of Engineering

Date: 8-22-01

Date: 8-30-01

By: [Signature]

Name: Lew Costley

Title: Co-Trustee

Date: 8-22-01

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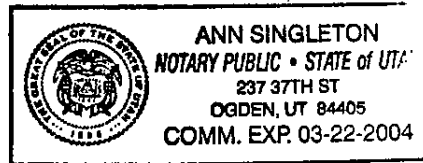
ORIGINAL

STATE OF Utah
COUNTY OF Weber

On August 22, 2001 before me, Ann Singleton, Notary Public, personally appeared W. Charles Swanson, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

(SEAL)
Notary Public Ann Singleton
My commission expires: March 22, 2004

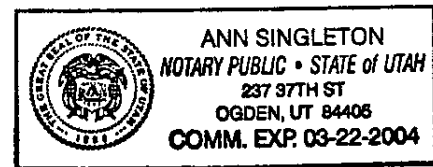


STATE OF Utah
COUNTY OF Weber

On August 22, 2001 before me, Ann Singleton, Notary Public, personally appeared Lew Costley, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

(SEAL)
Notary Public Ann Singleton
My commission expires: March 22, 2004

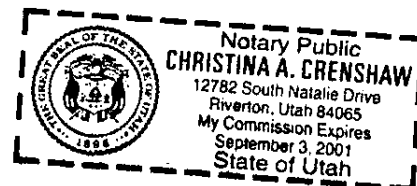


STATE OF Utah
COUNTY OF Salt Lake

On August 30th, 2001 before me, Christina A. Crenshaw, Notary Public, personally appeared Edward J. Harris, 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/she executed the same in his/her 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.

(SEAL)
Notary Public Christina A. Crenshaw
My commission expires: Sept 3, 2001



ORIGINAL

BK8498PG3751

Region: Southwest
Area: Rocky Mountain
Market: Utah

Site Name: UT-332A
Site Number: I-80 West
Date Prepared: 7.2.01

EXHIBIT A
DESCRIPTION OF LAND

to the Communications Site Lease Agreement (Ground) dated August 30th, 2001, by and between W. CHARLES SWANSON IRREVOCABLE TRUST, d/b/a S.C. General, a Utah trust, 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 #: 07-36-151-010

County of Salt Lake, State of Utah

BEGINNING at a point which is 2404.86 feet South and 753.89 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58' West, 387.32 feet; thence North 0°02' West, 180.00 feet; thence North 89°58' East 189.32 feet; thence North 0°02' West, 10.00 feet; thence North 89°58' East, 198.00 feet; thence South 0°02' East, 190.00 feet to the point of **BEGINNING**.

Also known as: 5500 West Amelia Earhart Drive, Salt Lake City, Utah 84116

Lessor's Initials: WCS
Lessee's Initials: AR
EH

ORIGINAL

BK8498PG3752

Region: Southwest
 Area: Rocky Mountain
 Market: Utah

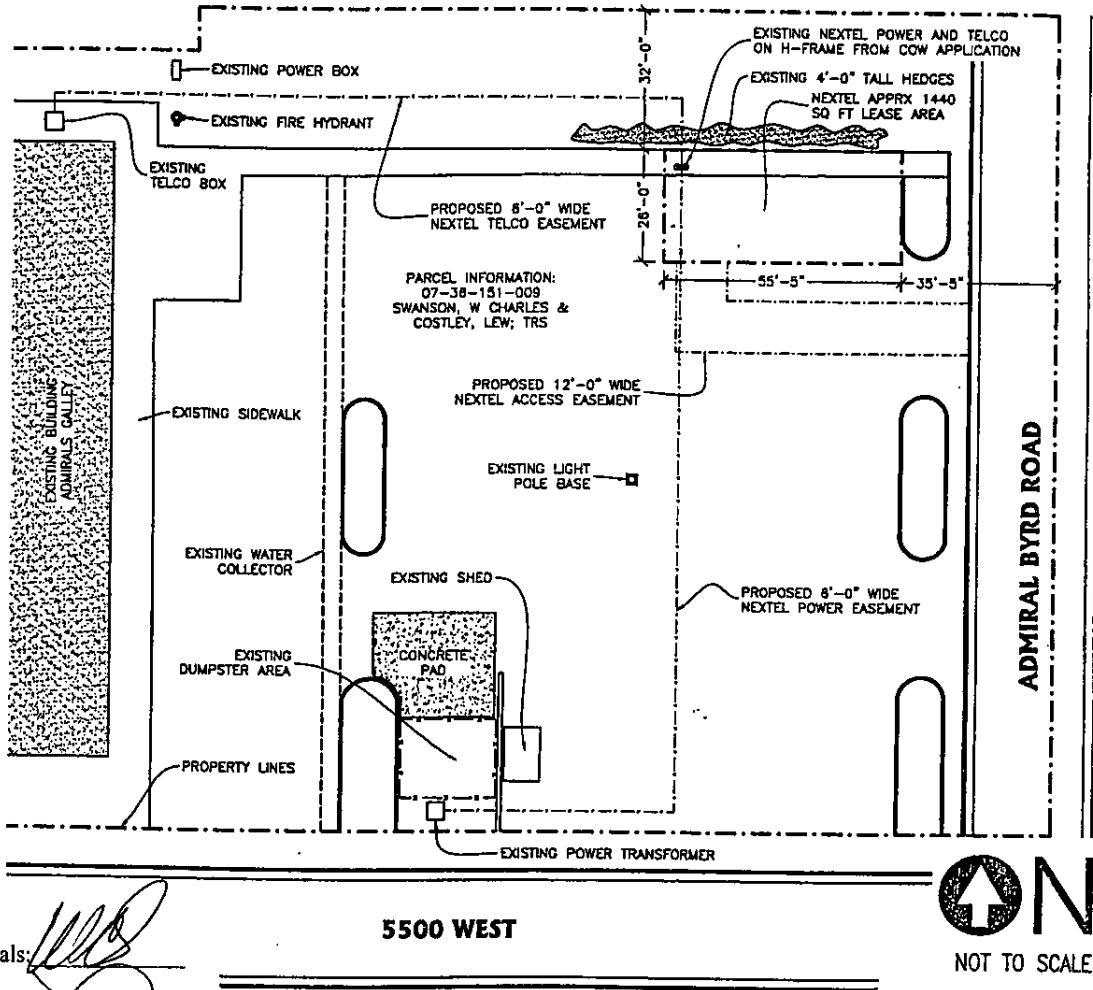
Site Name: UT-332A
 Site Number: I-80 West
 Date Prepared: 7.2.01

EXHIBIT B
DESCRIPTION OF PREMISES

to the Communications Site Lease Agreement (Ground) dated August 30th, 2001, by and between W. CHARLES SWANSON IRREVOCABLE TRUST, d/b/a S.C. General, a Utah trust 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 #: 07-36-151-010

5500 West Amelia Earhart Drive, Salt Lake City, Utah 84116



Lessor's Initials: *[Signature]*

Lessee's Initials: *[Signature]*

Notes: *[Signature]*

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, but in no event shall such Access Road be less than 12 feet wide.
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 the Premises, Access Road and utility easement are approximations, and are therefore subject to adjustment by Lessee.



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ORIGINAL