

After recording return to:  
American Tower Management, Inc.  
3411 Richmond Ave  
Suite 400  
Houston, TX 77046  
Attn: Land Administration Department

8006087  
09/18/2001 01:06 PM 20.00  
Book - 8501 Pg - 3686-3691  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICAN TOWER  
3411 RICHMOND AVE STE 400  
HOUSTON TX 77046  
BY: ZJM, DEPUTY - WI 6 P.

STATE OF UTAH

COUNTY OF SALT LAKE

The Above Space for Recorder's Use Only

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 27th day of August, 2000, by and between Bland Recycling, LLC a limited liability company, ("Landlord"), whose mailing address is 4689 West Helanic Lane, West Jordan, Utah 84088, and American Tower Management, Inc., a Delaware corporation ("Tenant"), whose mailing address is 3411 Richmond Ave, Suite 400, Houston, TX 77046, Attn: Land Administration Department (with cc: Regional Counsel at same address).

WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated August 1, 2000, for the purpose of installing, operating and maintaining radio communication facilities and other improvements on the Leased Premises (as hereinafter defined); and

WHEREAS, the parties wish to provide a memorandum of the Lease, in order to provide record notice to all third parties of Tenant's rights under the Lease;

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1. Lease Term.** The term of the Lease shall be Ten (10) years commencing on August 1, 2000 (the "Commencement Date"), and terminating at midnight on the day prior to the anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for Four (4) additional Ten (10) year terms (the "Renewal Terms"). The rent and other obligations of Landlord and Tenant are set forth in the Lease, to which reference is made for further information.
- 2. Leased Premises.** Subject to the terms of the Lease, as same may be amended from time to time, Landlord has leased to Tenant the real property together with rights of way and easements for ingress, egress, regress and utilities described on Exhibit A attached hereto (the "Leased Premises"), for the Initial Term and any Renewal Term.
- 3. Right of First Refusal.** The terms of the Lease grant to Tenant a Right of First Refusal to lease or purchase the Leased Premises under the terms and conditions as set forth in the Lease.
- 4. Covenant of Non-Disturbance.** The terms of the Lease contain a covenant running with the land binding Landlord, and Landlord's successors and assigns, not to grant a license, lease or to transfer or convey any other interest in the real property covered thereby to any party for the purpose of building or operating (1) a communications facility, or (2) a physical structure or device which would interfere, in Tenant's sole judgment, with the radio frequencies of Tenant's Communications Facility.

File Name 7800 Smith/4.11.01 WT  
File No. 36122

5. **Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

6. **Conflict.** If a conflict exists between the terms of the Lease and those contained in this Memorandum, those contained in the Lease shall govern and be controlling. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease.

7. **Governing Law.** This Memorandum and the Lease are governed by the laws of the State of in which the Leased Premises are located.

This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Landlord:

**Bland Recycling, LLC**

By: [Signature]  
Name: Bryan Blane  
Title: Owner  
Tax I.D. No. 57-0568700

(SEAL)

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

Tenant:

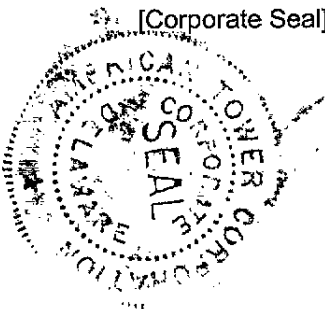
**AMERICAN TOWER MANAGEMENT, INC.,**  
a Delaware corporation

By: [Signature]  
Marty Jimmerson  
Vice-President/General Manager

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NA

[Corporate Seal]



**LANDLORD NOTARY BLOCK (INDIVIDUAL)**

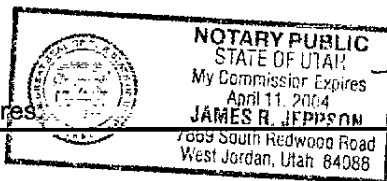
STATE OF UTAH

COUNTY OF SALT LAKE

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named BURTON BLAND, who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at SALT LAKE CITY, UTAH this 30 day of NOVEMBER, 2000

My commission expires:



James R. Jepson  
Notary Public

**LANDLORD NOTARY BLOCK (CORPORATION):**

STATE OF UTAH

COUNTY OF SALT LAKE

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, a \_\_\_\_\_ corporation, by \_\_\_\_\_ its \_\_\_\_\_, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

BK8501PG3688

**LANDLORD NOTARY BLOCK (PARTNERSHIP):**

STATE OF UTAH

COUNTY OF SALT LAKE

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, partner (or agent) on behalf of \_\_\_\_\_, a partnership, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said partnership and her/his free act and deed personally and as such partner (or agent).

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

**TENANT NOTARY BLOCK:**

STATE OF TEXAS

COUNTY OF HARRIS

I, Hilda Gonzales, Notary Public for said County and State, do hereby certify that Marty Jimmerson, Vice President/General Manager of American Tower Management, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Houston, Texas this 27th day of August, 2001.

Hilda Gonzales  
\_\_\_\_\_  
Notary Public

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

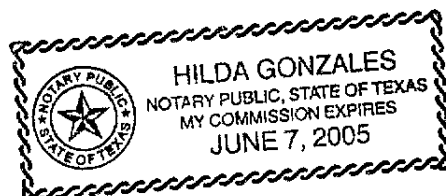


EXHIBIT A

Legal description of Leased Premises

LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land situate in the Southwest quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Beginning at a point which is 149.46 feet S.00°07'15"E along the quarter Section line, said line being the Grantor's east boundary, and 95.02 feet WEST from the Center Quarter corner of said Section 27 and running thence S.14°06'34"W 100.00 feet, more or less, to the Northwestern right-of-way line of the Kennecott Copper Corporation railroad; thence N.75°53'26"W 100.00 feet; thence N.14°06'34"E 100.00 feet; thence S.75°53'26"E 100.00 feet to the point of beginning. The above described part of and entire tract contains 10,000 square feet or 0.230 acre.

POOR COPY  
CO. RECORDER

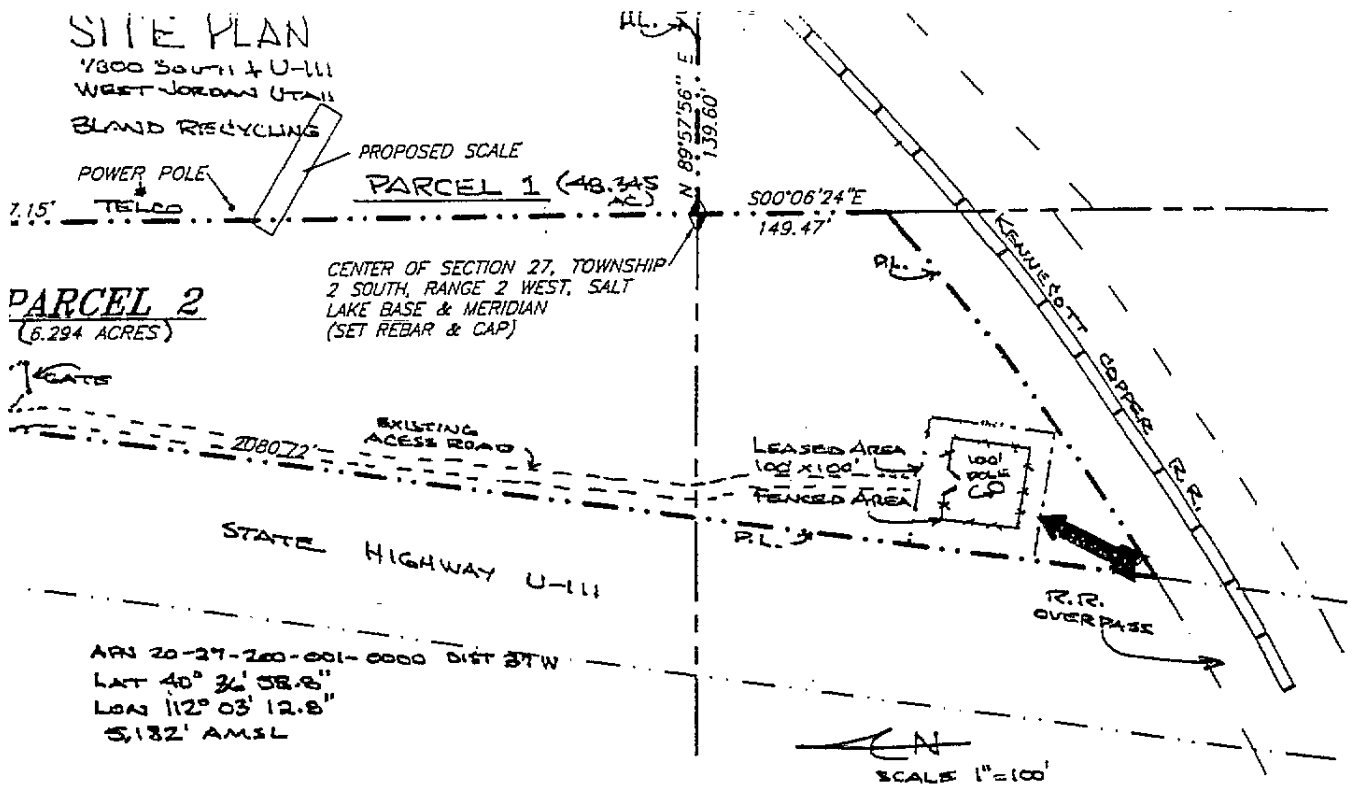
BK8501 PG3690

# EXHIBIT B

Legal Description and Survey (and/or As Built Survey) of the Leased Premises (including easements)

(to be attached at a later date)

POOR COPY  
CO. RECORDER



BK8501PG3691