

RETURNED
SEP 24 2007

2308179
BK 4373 PG 514

MEMORANDUM OF LEASE

NW 26 4N-2W

Prepared by:
Pacific Telecom Services
141 East 5600 South, Suite 301
Murray, UT 84107

E 2308179 B 4373 P 514-518
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/24/2007 01:10 PM
FEE \$18.00 Pgs: 5
DEP RTT REC'D FOR NEW CINGULAR WI
ELESS PCS LLC

Return to:
c/o New Cingular Wireless PCS, LLC
6100 Atlantic Boulevard
Norcross, GA 30071
Attn: Network Real Estate Administration

Re: Cell Site #SLKCUT3022; Cell Site Name: West Layton
Fixed Asset Number #:10116107

State: UTAH
County: DAVIS

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this 11 day of September, 2007, by and between Gleelyn J. Bateman and Marcia O. Bateman a husband and wife, having a mailing address of 2933 West 3000 South Syracuse, UT 84075 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the 11 day of September, 2007, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: Richard L. Sullivan

Richard L. Sullivan

Print Name: _____

"LANDLORD"

Gleelyn J. Bateman and Marcia O. Bateman

By: [Signature]

Print Name: Gleelyn J. Bateman

Its: owner

Date: 9/10/07

By: [Signature]

Print Name: Marcia O. Bateman

Its: owner

Date: 9/10/07

"TENANT"

New Cingular Wireless PCS, LLC

[Signature]

By: _____

Print Name: DEWIS DEAN

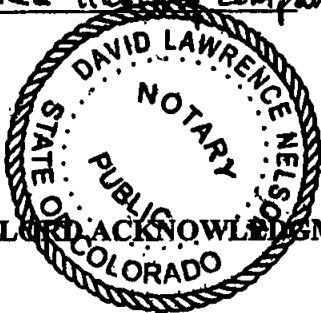
Its: REAL ESTATE CONSULTANT

Date: 9/10/07

TENANT ACKNOWLEDGMENT

STATE OF COLORADO)
) ss:
COUNTY OF ARAPAHO)

On the 11th day of Sept, 2007, before me personally appeared DENNIS NEAL, and acknowledged under oath that he is the REGISTERED COMM. MGR of NEWINSULAR WIRELESS PCS LLC, the PERSON named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company



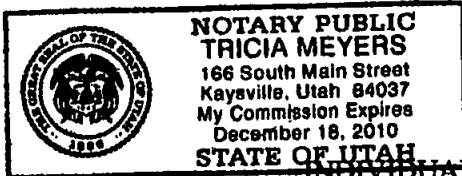
David Lawrence Nelson
Notary Public: DAVID LAWRENCE NELSON
My Commission Expires 4/4/2009

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) ss:
COUNTY OF Davis)

BE IT REMEMBERED, that on this 10 day of Sept, 2007 before me, the subscriber, a person authorized to take oaths in the State of Utah, personally appeared Geelyn & Marcia Bateman who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Tricia Meyers
Notary Public: TRICIA MEYERS
My Commission Expires: 18 Dec 2010

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated September 11, 2007, by and between Gleelyn J. Bateman and Marcia O. Bateman, a husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is described and/ or depicted as follows:

Beginning 140 rods West from the Northeast Corner of the Northwest Quarter, Section 26, Township 4 North, Range 2 West, Salt Lake Meridian, South 80 rods, West 20 rods, North 80 rods, East 20 rods to beginning.

Tax I.D.: 12-111-0015

The Premises are described and/or depicted as follows:

LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land conveyed to Gleelyn J. Bateman and Marcia O. Bateman by Warranty Deed filed for record on August 16, 1995 as Entry No. 1194428 in Book 1905 at Page 1127 of the Official Records of the Davis County Recorder. The boundaries of said parcel are described as follows, to wit:

Beginning at a point which is 2320.61 feet N.89°32'32"W along the section line and 27.25 feet S.00°27'28"W from the Northeast Corner of the Northwest Quarter of said Section 26, from which point the Northeast Corner of the Grantor's land bears 28.16 feet N.15°08'09"E, and running thence SOUTH 20.00 feet; thence WEST 37.00 feet; thence NORTH 20.00 feet; thence EAST 37.00 feet to the point of beginning. The above-described part of an entire tract contains 740 square feet or 0.017 acre.

**-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED**

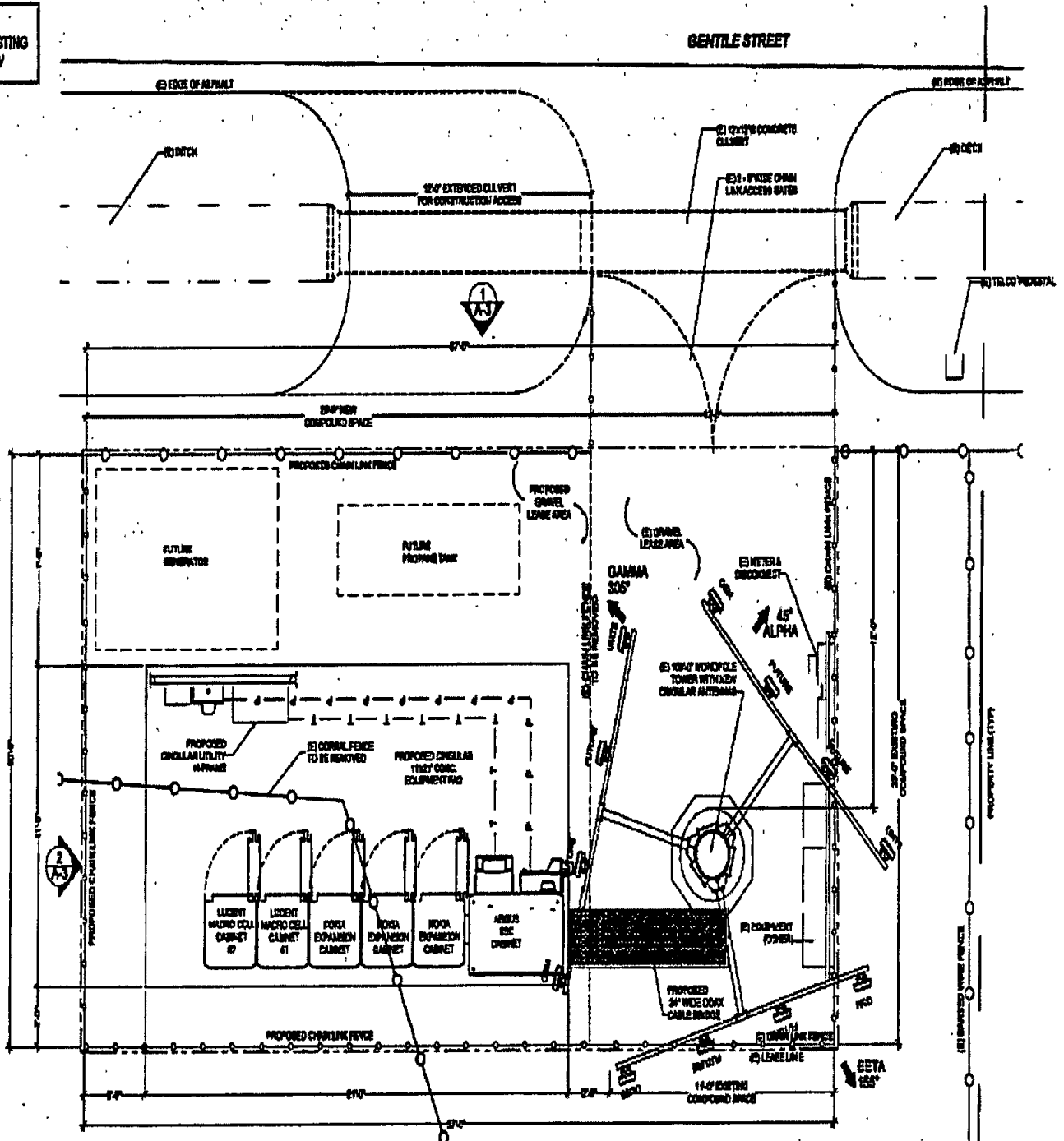
EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:

NOTES
 (E) = EXISTING
 (N) = NEW



CABLE LENGTH FROM EQUIPMENT TO ANTENNAS: 108'-0"

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property'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 and mounting positions may vary from what is shown above.