

9539786
11/01/2005 10:15 AM \$58.00
Book - 9211 Pg - 2949-2973
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDAMERICA COMMERCIAL SERVICE
101 GATEWAY CENTRE PARKWAY
RICHMOND VA 23235-5153
BY: SEM, DEPUTY - MA 25 P.

75

Prepared by and when recorded, return to:
Melissa Buda, Esq. @ Global Signal
301 N. Cattlemen Rd, Sarasota, FL 34232

Instrument:
Declaration

Dated:
As of the earliest notarization, but effective as of ___/___/05

Tower #:
3021948


Premises:
TOWNE STORAGE

Attached are true and correct copies of documents between TOWNE STORAGE, L.L.C., predecessor in interest to DANA MANAGEMENT, L.L.C. {Landlord, and to be indexed as Grantor} and SPRINT SPECTRUM, L.P., as predecessor in interest to SPRINT SPECTRUM REALTY COMPANY, L.P. {Tenant, and to be indexed as Grantee}, submitted herewith for purposes of clarifying and providing constructive notice of matters relating to the estate or interest of the undersigned in real property.

In witness whereof, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

TENANT:

SPRINT SPECTRUM REALTY COMPANY, L.P.,
a Delaware limited partnership

By: 
Name: Monica E. Rademacher
Title: Assistant Secretary

TENANT BLOCK

State of Kansas }

County of Johnson }

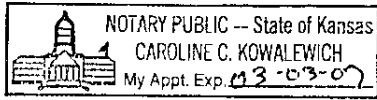
This instrument was acknowledged before me on September 21, 2005 by

Monica E. Rademacher ^{as} **Assistant Secretary** of **SPRINT SPECTRUM REALTY COMPANY, L.P.**
a Delaware limited partnership

Caroline C. Kowalewich
Notary Public

(Seal, if any)

My appointment expires: _____



Site Name Towne Storage

Site I.D. 278 TOWNE STORAGE

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site described below:

(Check appropriate box(es))

- Real property consisting of approximately 900 square feet of land;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space;
- Space required for cable runs to connect PCS equipment and antennas, in the location(s) shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities (collectively, the "Site"). The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, related antenna equipment and fixtures. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") SSLP signs this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the earlier of (a) the date which is 30 days after the issuance of a building permit for installation of the PCS, or (b) the first day of the month following commencement of physical preparation of the Site, rent will be \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$500.00 until increased as set forth herein, partial months to be prorated, in advance, beginning on the Commencement Date. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner will not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SSLP will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SSLP may assign or sublet without Owner's prior written consent to any party controlling, controlled by or under common control with SSLP or to any party which acquires substantially all of the assets of SSLP.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit the installation of any future equipment which results in technical interference problems with SSLP's then existing equipment.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approvals") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose. Upon termination, all prepaid rent will be retained by Owner.

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B and _____

OWNER: Towne Storage L.P. _____
By: [Signature]

Its: member

S.S./Tax No.: _____

See Exhibit A1 for continuation of Owner signatures

Address: 1100 East 6800 South, Suite 201 _____

Salt Lake City, Utah 84121 _____

Date: 2/27/97

SPRINT SPECTRUM L.P., a Delaware limited partnership

By: [Signature]

Its: Director

Address: 1105 W. 2400 S., Ste. A, Salt Lake City, UT 84119 _____

Date: 2/11/97

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

EXHIBIT A*

Site Name Towne Storage

Site Description _____

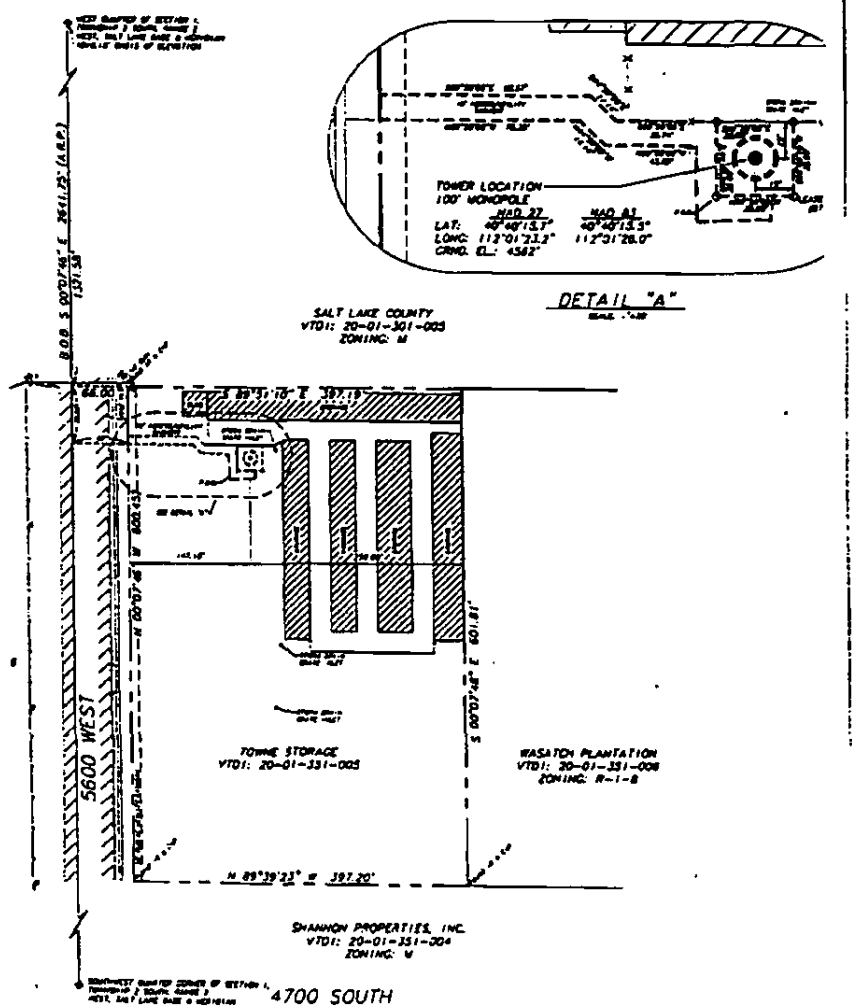
Site I. D. _____

Site situated in the City of West Valley, County of Salt Lake, State of Utah commonly described as follows:

Legal Description:

Lot 2, WASATCH PLANTATION, according to the official plan thereof, as recorded in the office of the County Recorder of said County.

Sketch of Site:



Owner Initials W.P.

SSLP Initials V.P.

Note: Owner and SSSLP may, at SSSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

Site Name Towne Storage

PCS Site Agreement

Site I. D. 278

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 19__, between Towne Storage LLC ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at 4570 S 5400 W, City of West Valley, County of Salt Lake, State of Utah, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 19__, which term is subject to four (4) additional five (5) year extension periods by SSLP.

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

"OWNER"

Towne Storage LLC

By: [Signature]

Name: GARY R. FROO

Title: Managing Member

See Exhibit B1 for continuation of Owner signatures

Address: 1100 East Wood South, Suite 201
SLC, Utah 84121

Owner Initials GF

SSLP Initials D.P.

"SSLP"

Sprint Spectrum L.P., a Delaware limited partnership

By: [Signature]

Name: Dennis Paschke

Title: Director

Address: 1105 W. 2400 S., Suite A
Salt Lake City, Utah 84119

Attach Exhibit A - Site Description

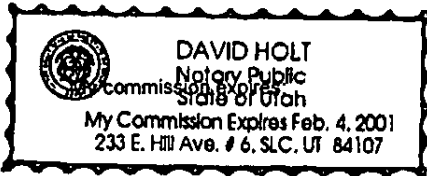
OWNER NOTARY BLOCK:

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 27th day of February, 19 97.
 by Gary R. Free, by _____, as Managing Member
of Towne Storage L.L.C., a L.L.C. corporation, on behalf of the corporation,
by Gary R. Free, partner (or agent) on behalf of Towne Storage L.L.C. a partnership.

(AFFIX NOTARIAL SEAL)

David Holt
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah



David Holt
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____.
 by _____, by _____, as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

SPRINT SPECTRUM L.P. NOTARY BLOCK:

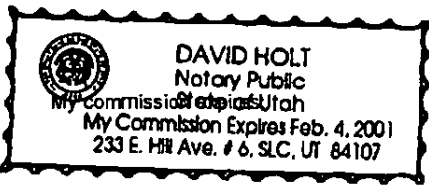
STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29th day of February, 1997, by Dennis Paschke, MTA Director of Sprint

Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)



David Holt
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

David Holt
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

OWNER NOTARY BLOCK:

STATE OF Utah

COUNTY OF Salt Lake

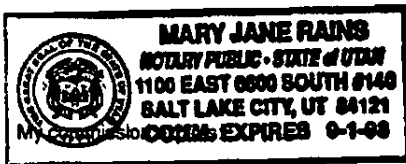
The foregoing instrument was acknowledged before me this 31 day of December, 1996.

by Garry R. Free, by _____, as _____

of Towne Storage L.L.C., a L.L.C. corporation, on behalf of the corporation,

by Garry R. Free, partner (or agent) on behalf of Towne Storage L.L.C., a partnership.

(AFFIX NOTARIAL SEAL)



Mary Jane Rains
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

MARY JANE RAINS
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____.

by _____, by _____, as _____

of _____, a _____ corporation, on behalf of the corporation,

by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER NOTARY BLOCK:

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this DEC 31 day of DECEMBER 1996.
 by GARY R. FROST by _____, as MANAGING MEMBER
of TOWNE STORAGE LLC, a LLC, corporation, on behalf of the corporation,
by GARY R. FROST, partner (or agent) on behalf of TOWNE STORAGE LLC, a partnership.

(AFFIX NOTARIAL SEAL)



Mary Jane Rains
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF UTAH

MARY JANE RAINS
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____.
 by _____ by _____, as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

OWNER NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 31 day of December, 19 96,
 by Gary R. Free, by _____, as Managing Member
of Towne Storage L.L.C., a L.L.C. corporation, on behalf of the corporation,
by Gary R. Free, partner (or agent) on behalf of Towne Storage L.L.C., a partnership.

(AFFIX NOTARIAL SEAL)



Mary Jane Rains
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

Mary Jane Rains
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
 by _____, by _____, as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

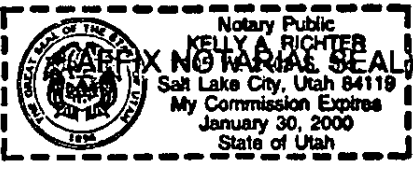
SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29th day of January, 1997 by Donnis Paschke, UTTA Director of Sprint

Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.



Kelly A. Richter
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

Kelly A. Richter
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

My commission expires:

January 30, 2000

□

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29th day of January, 1997, by Dennis Paschke, MTA Director of Sprint

Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.



[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

Kelly A. Richter
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

My commission expires:

January 30, 2000

□

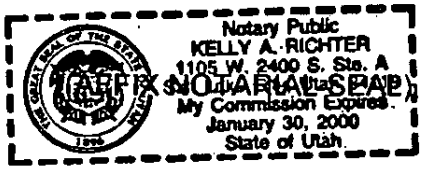
SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 29th day of January, 1997 by Dennis Paschke UTA Director of Sprint

Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.



[Signature]
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Utah

Kelly A. Richter
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

My commission expires:

January 30, 2000

0

**AMENDMENT TO
PCS SITE AGREEMENT**

This Amendment to PCS Site Agreement ("Amendment") is made and entered into as of the 20th day of July, 2001 ("Execution Date"), by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSLP"), and Towne Storage, L.L.C. ("Owner").

RECITALS

A. Sprint Spectrum, L.P., a Delaware limited partnership ("Parent") leased from Owner certain real property in Salt Lake County, Utah pursuant to a PCS Site Agreement signed by Owner on February 27, 1997 and by Parent on February 28, 1997 ("Agreement"). Parent subsequently assigned its interest in the Agreement to SSLP, its affiliate.

B. SSLP and Owner desire to amend the Agreement on the terms and conditions contained herein to enable SSLP to obtain additional ground space which will enable SSLP to allow Cricket Communications, Inc., a California corporation d/b/a Leap Wireless International ("Co-Locator") to co-locate with SSLP on the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. The effective date ("Effective Date") of this Amendment shall be the date that SSLP granted Co-Locator the right to co-locate on the site and issued the notice to proceed with construction (October 19, 2000).

2. As of the Effective Date, Owner hereby lease to SSLP the additional 275 square feet of real property described in the attached Exhibit A ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space.

3. SSLP will pay to Owner rent for the Additional Space ("Additional Rent") in advance in the amount of \$154.00 per month (total Additional Rent annually \$1,848.00 for the Additional Space). The Additional Rent shall be deemed to have commenced on October 19, 2000 and shall be paid accordingly. The Additional Rent will escalate at the same time and in the same manner as described in Section 3 of the Agreement.

4. Section 6 of the Agreement entitled "Notices" is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and are effective when deposited in US Mail, certified and postage prepaid, or when sent via over night delivery to the following addresses:

SL 037c 278 - Towne Storage

If to SSLP: 4457 Willow Road, Suite 202
Pleasanton, California 94588

With copies to: 8140 Ward Parkway
Kansas City, Missouri 64114
Attention: Business Law Group

Sprint Spectrum L.P.
6450 Sprint Parkway
MS: KSOPHN0116
Attn: Contracts
Overland Park, KS 66251

If to Owner: 1100 East 6600 South, Suite 201
Salt Lake City, UT 84121

6. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

IN WITNESS WHEREOF, SSLP and Owner have executed this Amendment as of the date first above written.

SPRINT SPECTRUM REALTY CO., L.P.

By: 
Name: Bruce Galloway
Title: Director - Operations
Sprint Sites USA™

Towne Storage, L.L.C.

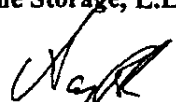
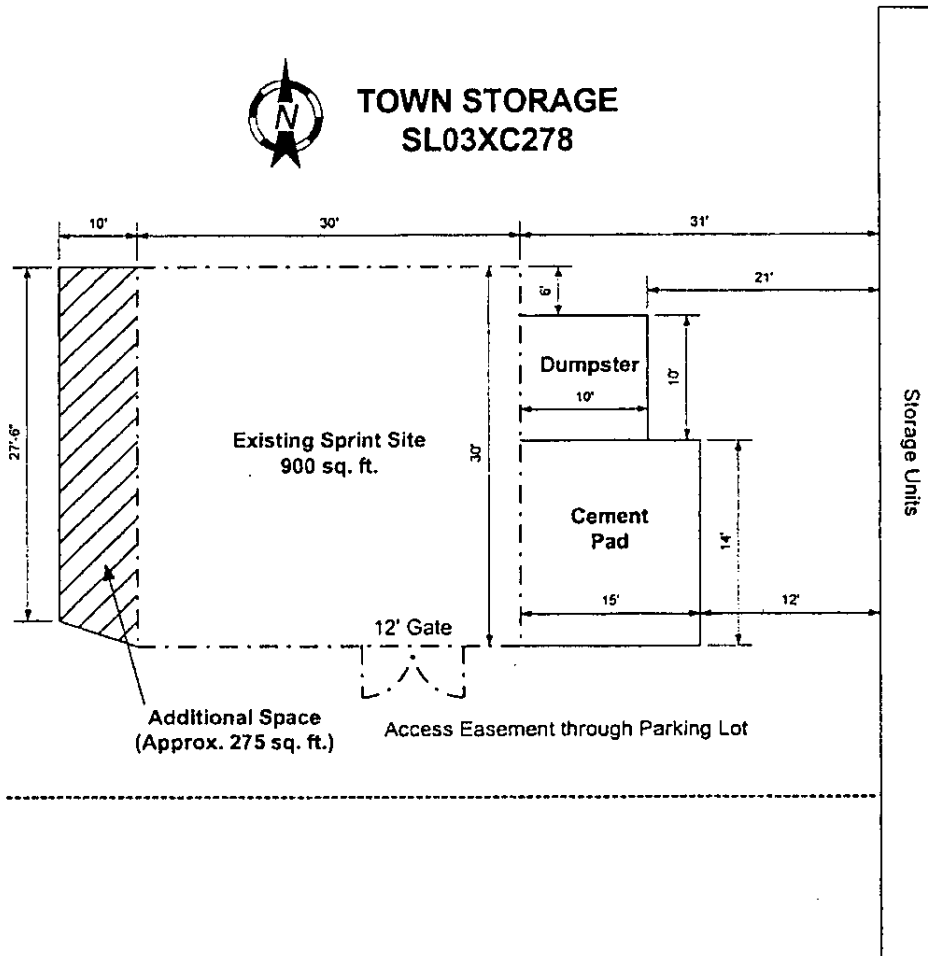
By: 
Name: Gary R. Fross
Title: Managing Partner

EXHIBIT A

DESCRIPTION OF "ADDITIONAL SPACE"

Owner is the owner of the real property described below and hereby leases to SSLP the property described below together with non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities.

The "Additional Space" is described and/or depicted as follows:



Notes:

This Exhibit is not to scale and may be replaced by a land survey of the Additional Space once it is received by Lessee. Setback of the Additional Space from the Land's 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
<i>[Signature]</i>

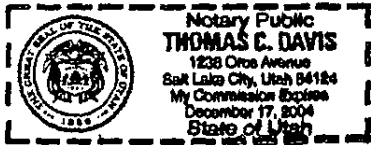
TOWN STORAGE. SL03XC278

ACKNOWLEDGEMENTS

STATE OF Utah)
COUNTY OF Salt Lake) ss.

This instrument was acknowledged before me this 26th day of July, 2001, by GARY R. FREE, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/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.

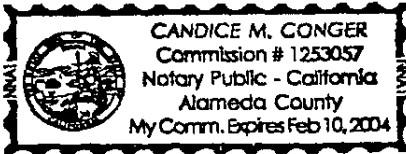


Thomas C. Davis
Notary Public

STATE OF California)
COUNTY OF Alameda) ss.

This instrument was acknowledged before me this 17 day of August, 2001, by Bruce R. GARDNER, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/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.



Candice M. Conger
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me this _____ day of _____, 2001, by _____, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/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

**RATIFICATION OF
AMENDMENT TO PCS SITE AGREEMENT**

THIS RATIFICATION OF AMENDMENT to PCS Site Agreement ("Ratification") is made effective as of the 18 day of January, 2005 ("Effective Date"), by and between Dana Management, L.L.C. successor-in-interest to Towne Storage, L.L.C. ("Owner") and Sprint Spectrum Realty Company, L.P. successor-in-interest to Sprint Spectrum L.P. ("Tenant").

BACKGROUND

Pursuant to a PCS Site Agreement ("Agreement") dated February 28, 1997, Towne Storage L.L.C. ("Towne") leased to Sprint Spectrum L.P. ("SSLP") certain real property located at 4570 S. 5400 W., City of West Valley, County of Salt Lake, State of Utah, as more particularly described in Exhibit A to the Agreement ("Site").

SSLP's interest in the Agreement was assigned to Tenant pursuant to an Amended and Restated Assignment and Assumption Agreement dated July 1, 1996.

Towne's interest in the Agreement was subsequently assigned to Owner effective May 26, 1999, as affirmed by that certain Judgment dated January 6, 2004, in the Civil Action No. 010410141 in the Third Judicial District Court, State of Utah, Salt Lake County, Sandy Department.

Tenant and Towne entered into an Amendment to PCS Site Agreement dated July 26, 2001 ("Amendment") Exhibit "A" attached hereto.

Owner and Tenant wish to ratify and confirm the terms and conditions set forth in said Amendment.

AGREEMENT

The parties agree as follows:

1. **Ratification:** Owner ratifies and confirms the terms and conditions of the Amendment as if it had originally been executed by Owner. The parties executing this Ratification Agreement, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement as amended.

2. Owner hereby acknowledges that the current monthly rental amount is \$752.10 and is subject to the escalations described in Section 3 of the Agreement. Owner further acknowledges that Owner has received all rent due and payable to Owner by Tenant as of the date of this Ratification Agreement

Owner Initials: BC

1

Tenant Initials: MSC

3. Notices. Section 6 of the Agreement is amended by deleting the entire provision and substituting the following provision in its place:

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly delivered either three (3) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (such addresses may be changed by either party by giving written notice thereof to the other):

Owner: Dana Management, L.L.C.
~~2673 W. Glenmore Street~~ 9495 South 700 East
~~Salt Lake City, Utah 84106~~ Sandy, UT 84070

Tenant: Sprint Contracts & Performance
Site ID: SL03XC278-X
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

with a copy to: Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

The parties have caused this Ratification to be executed as of the Effective Date.

Owner:
DANA MANAGEMENT, L.L.C.
a Utah limited liability company

Tenant:
SPRINT SPECTRUM REALTY COMPANY, L.P.,
a Delaware limited partnership

By: *Brian Conway*
Printed Name: Brian Conway
Title: Vice President
Date: 1-18-05

By: *Marion S. Crable*
Printed Name: Marion S. Crable
Title: Manager, Contracts & Performance
Date: 1-10-2005

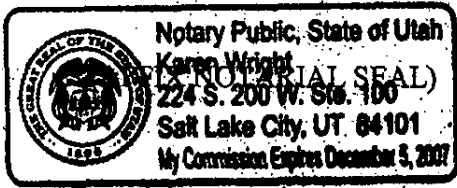
Owner Initials: *BC*

Tenant Initials: _____

OWNER NOTARY BLOCK:

STATE OF Utah
COUNTY OF SLC

The foregoing instrument was acknowledged before me this 18th day of January, 2005, by Dana, a Orthodontist on behalf of the limited liability company.



My commission expires:

12-5-07

Karen Wright
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

KAREN WRIGHT
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

SPRINT SPECTRUM REALTY COMPANY, L.P. NOTARY BLOCK:

STATE OF KANSAS
COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this 10th day of JANUARY, 2005, by Marion S. Crable, as Manager – Contracts & Performance of Sprint Spectrum Realty Company, L.P. a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

Diane M. Adamson
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires 12/2/2008
DIANE M. ADAMSON
Notary Public - State of Kansas

DIANE M. ADAMSON
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT A
To
RATIFICATION OF AMENDMENT TO PCS SITE AGREEMENT
Page 1

AMENDMENT TO
PCS SITE AGREEMENT

This Amendment to PCS Site Agreement ("Amendment") is made and entered into as of the 20th day of July, 2001 ("Execution Date"), by and between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("SSLP"), and Towne Storage, L.L.C. ("Owner").

RECITALS

A. Sprint Spectrum, L.P., a Delaware limited partnership ("Parent") leased from Owner certain real property in Salt Lake County, Utah pursuant to a PCS Site Agreement signed by Owner on February 27, 1997 and by Parent on February 28, 1997 ("Agreement"). Parent subsequently assigned its interest in the Agreement to SSLP, its affiliate.

B. SSLP and Owner desire to amend the Agreement on the terms and conditions contained herein to enable SSLP to obtain additional ground space which will enable SSLP to allow Cricket Communications, Inc., a California corporation d/b/a Leap Wireless International ("Co-Locator") to co-locate with SSLP on the Site.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties hereby agree as follows:

1. The effective date ("Effective Date") of this Amendment shall be the date that SSLP granted Co-Locator the right to co-locate on the site and issued the notice to proceed with construction (October 19, 2000).

2. As of the Effective Date, Owner hereby lease to SSLP the additional 275 square feet of real property described in the attached Exhibit A ("Additional Space"). All references to the Site in the Agreement will be deemed to include the Additional Space.

3. SSLP will pay to Owner rent for the Additional Space ("Additional Rent") in advance in the amount of \$154.00 per month (total Additional Rent annually \$1,848.00 for the Additional Space). The Additional Rent shall be deemed to have commenced on October 19, 2000 and shall be paid accordingly. The Additional Rent will escalate at the same time and in the same manner as described in Section 3 of the Agreement.

4. Section 6 of the Agreement entitled "Notices" is hereby deleted in its entirety and replaced with the following:

"All notices must be in writing and are effective when deposited in US Mail, certified and postage prepaid, or when sent via over night delivery to the following addresses:

Owner Initials: SC

Tenant Initials: MS

EXHIBIT A (Continued)
To
RATIFICATION OF AMENDMENT TO PCS SITE AGREEMENT
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If to SSLP: 4457 Willow Road, Suite 202
Pleasanton, California 94588

With copies to: 8140 Ward Parkway
Kansas City, Missouri 64114
Attention: Business Law Group

Sprint Spectrum L.P.
6450 Sprint Parkway
MS: KSOPHN0116
Attn: Contracts
Overland Park, KS 66251

If to Owner: 1100 East 6600 South, Suite 201
Salt Lake City, UT 84121


6. All capitalized terms not defined herein shall have the meaning given to such terms in the Agreement. Except as explicitly amended hereby, the Agreement remains in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms, as amended hereby.

IN WITNESS WHEREOF, SSLP and Owner have executed this Amendment as of the date first above written.

SPRINT SPECTRUM REALTY CO., L.P.

By: 
Name: Bruce Galloway
Title: Director - Operations
Sprint Sites USASM

Towne Storage, L.L.C.

By: 
Name: Gary R. Frost
Title: Managing Partner

Owner Initials: BC

Tenant Initials: ME

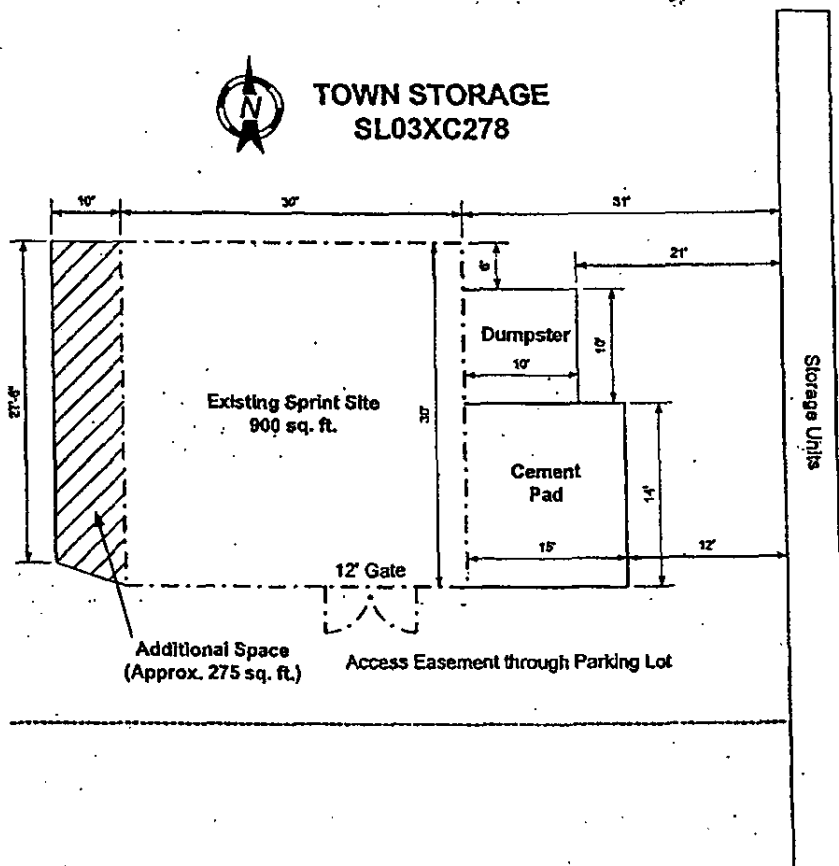
EXHIBIT A (Continued)
To
RATIFICATION OF AMENDMENT TO PCS SITE AGREEMENT
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EXHIBIT A

DESCRIPTION OF "ADDITIONAL SPACE"

Owner is the owner of the real property described below and hereby leases to SSLP the property described below together with non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities.

The "Additional Space" is described and/or depicted as follows:



Notes:

This Exhibit is not to scale and may be replaced by a land survey of the Additional Space once it is received by Lessee.
Setback of the Additional Space from the Land's 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
[Handwritten Signature]

TOWN STORAGE. SL03XC278

Owner Initials: BC

Tenant Initials: MS

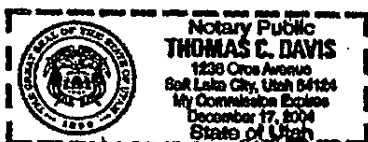
EXHIBIT A (Continued)
To
RATIFICATION OF AMENDMENT TO PCS SITE AGREEMENT
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ACKNOWLEDGEMENTS

STATE OF Utah
COUNTY OF Salt Lake) ss.

This instrument was acknowledged before me this 26th day of July, 2001, by GARY R. FREE, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/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.

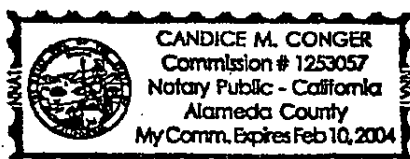


Thomas C. Davis
Notary Public

STATE OF California
COUNTY OF Alameda) ss.

This instrument was acknowledged before me this 17 day of August, 2001, by Bruce R. Galtrey, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/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.



Candice M. Conger
Notary Public

STATE OF Utah
COUNTY OF San) ss.

This instrument was acknowledged before me this 18th day of January, 2004, by Brian Conway, known to me or satisfactorily proven to be the person (s) whose name is subscribed to this instrument and acknowledged that he/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.

Karen Wright
Notary Public

Owner Initials: BC

Tenant Initials: ME

Legal Description

Property located in SALT LAKE, UT

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

All of Lot 2, Wasatch Plantation, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake County, Utah.

LESS AND EXCEPTING the following :BEGINNING at a point on the North line of Lot 2, WASATHC PLANTATION SUBDIVISION, said point being North 0 07' 46" West 1320.17 feet along the section line and South 89 51' 10" East 463.01 feet to and along the North line of said subdivision from the Southwest corner of Section 1, Township 2 south, range 2 West, Salt Lake Base and Meridian, and running thence South 89 51' 10" East 824.07 feet to the Northeast corner of said lot 2 being on the West liner of 5400 West Street to the Southeast corner of said lot 2; thence North 89 39' 23" West 723.60 feet along the South line of said Lot 2; thence North 0 07' 46" West 601.81 feet to the point of BEGINNING.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627798