

7756422

EXHIBIT E

7756422
11/08/2000 11:56 AM 19.00
Book - 8400 Pg - 457-460
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
DAVIS WRIGHT TREMATNE
10500 NE 8TH ST
BELLEVUE WA 98004-4300
BY: RDJ, DEPUTY - MA 4 P.

WHEN RECORDED RETURN TO:

Attention: _____

MEMORANDUM OF ROOF TOP SITE LEASE AGREEMENT

THIS MEMORANDUM OF ROOF TOP SITE LEASE AGREEMENT ("Memorandum"), dated for reference purposes as _____, 200__, is entered into by and between Foothill Point, whose address is set forth below ("Lessor"), and Cricket Utah Property, a Delaware corporation, whose address is set forth below ("Lessee").

WHEREAS, Lessor and Lessee have executed that certain Roof Top Site Lease Agreement ("Agreement") dated as of _____, 200__, covering certain premises and related improvements ("Premises") in certain buildings situated on certain real property located in the City of Salt Lake City, County of Salt Lake, State of Utah, and more particularly described in Exhibit A ("Property") attached hereto and incorporated herein by this reference; and

WHEREAS, the Premises are more particularly described in Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Agreement in the Official Records of Salt Lake County, UT (state);

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

- Demise.** Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor, subject to the terms, covenants and conditions contained in the Agreement.
- Expiration Date.** The term of the lease of the Premises under the Agreement ("Term") is scheduled to commence on or about _____, 200__, and shall expire (5) five years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Agreement for, at Lessee's election, five (5) additional terms of (5) five years each.
- Agreement Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Agreement. In the event of conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date and year first written above.

LESSOR

a _____

By _____

[Printed Name and Title]

TAX ID# _____

Address: _____

LESSEE:

a Cricket Utah Property Company

By Keith Morris

KEITH D. MORRIS
[Printed Name and Title] REGIONAL NETWORK DIRECTOR
CRICKET REGION III

Address: 1700 Louisiana Blvd NE Suite 200
Albuquerque NM 87110

C:\WINDOWSTEMP\Less Roof Top 6-14-00 DOC# 27 00

100946-001 06/27/2000

1-PODR COPY
COL RECORDER

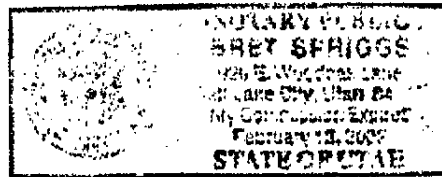
BK 8400 PG 0457

State of Utah }
County of Salt Lake }

On this 23rd day of October, 2000, personally appeared before me Christopher I. Brown who by me duly sworn did say that he is the Manager of Foothill Point, L.L.C., and that he executed the above and foregoing instrument and that he acknowledged to me that said instrument was signed in behalf of said Foothill Point, L.L.C.


Notary Public

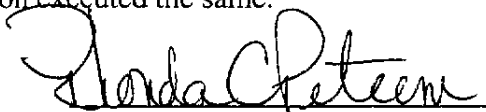
My Commission Expires: 2/12/00
Residing in : Salt Lake City, Utah



BK8400PG0458

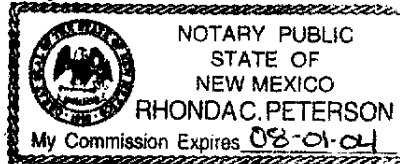
State of New Mexico }
County of Bernadillo }

On this 20th day of October, 2000, personally appeared before me Keith Morris who by me duly sworn did say that he is the Regional Director of Cricket Utah Property Company, a Delaware Corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Keith Morris acknowledged to me that said corporation executed the same.



Notary Public

My Commission Expires: 08-01-04
Residing in: Albuquerque, NM



BK8400PG0459

-POOR COPY-
CO. RECORDER

BK8400PG0460

BEGINNING at the Southwest corner of Lot 7, Block 16, Five Acre Plat "C", Big Field Survey, and running thence South 89°49'34" East 149.26 feet; thence North 33°15'54" West 92.98 feet; thence North 34.46 feet; thence West 8.0 feet; thence North 31.23 feet; thence North 56°44'06" East 58.27 feet, more or less, to the West line of Foothill Drive; thence North 33°15'54" West along the West line of Foothill Drive 243.92 feet; more or less, to a point which is North 0°03' West 387.71 feet, more or less, from the point of BEGINNING; thence South 0°03' East 387.71 feet, more or less to the point of BEGINNING.

EXCEPTING THEREFROM THE Westerly 8 feet of the afore described property conveyed to Salt Lake City, by deed recorded May 06, 1955, as Entry No. 1424983 in Book 1193 at Page 495 of Official Records.

SUBJECT TO AND TOGETHER WITH a right of way over and across the following described property: BEGINNING at a point 8.0 feet East from the Southwest corner of Lot 7, Block 16, Five Acre Plat "C", Big Field Survey, and running thence East 246.52 feet, more or less to the West line of Foothill Drive; thence North 33°15'54" West along the West line of said Foothill Drive 20.78 feet; thence West 237.75 feet, more or less, to a point 16 feet North from the point of beginning, thence South 16.0 feet to the point of BEGINNING. ALSO TOGETHER WITH a Non-Exclusive Easement 10 feet in width for Pedestrian Ingress and Egress to and from the East front door of the building located on the subject land across the land adjacent to the East as set forth in that certain Quit-Claim Deed recorded July 3, 1980 as Entry No. 3450103 in Book 5119 at Page 533 of Official Records.

Sidwell # 16-15-132-005