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ENT 134698;2005 PG 1 of 13
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Nov 22 11:42 am FEE 36.00 BY SS
RECORDED FOR LAND AMERICA

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 #:
3021976

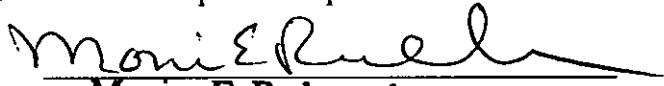
Premises:
EXCEL GRAPHICS

Attached is a true and correct copy of a document between SNARR ADVERTISING INC. {Landlord, and to be indexed as Grantor} and SPRINT SPECTRUM L.P., a Delaware limited partnership, 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

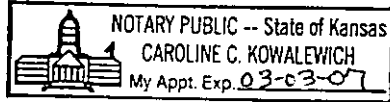
TENANT BLOCK

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State of Kansas }

County of Johnson }

This instrument was acknowledged before me on July 13, 2005 by Monica E. Rodemacher as Assistant Secretary of Sprint Spectrum Realty Company L.P.



Caroline C Kowalewicz
Notary Public

(Seal, if any)

My appointment expires: 03-03-07

use this lease.

Version 2.0

PCS SITE AGREEMENT

Site Name: N/A

Site I. D.: 440/R-300-A

12-18-95

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

- (Check appropriate box(es))
[X] Real property consisting of approximately 800 square feet of land;
[] Building interior space consisting of approximately 22 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.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") SSLP signs this Agreement.

3. Rent. Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it.

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;

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.

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.

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.

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.

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.

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.

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, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system.

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.

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.

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.

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.

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

OWNER: Sprint Advertising, Inc. a Utah corporation

By: [Signature]
Its: President
S.S. Tax No 87-025-8125
[] See Exhibit A1 for continuation of Owner signatures
Address: 4728 Deer Creek Road
Salt Lake City, Utah 84117

Date: April 10, 1995

SPRINT SPECTRUM L.P. a Delaware limited partnership

By: [Signature]
Its: DIRECTOR
Address: 1105 W. 2400 S. Ste A
SLC, UT 84119
Date: 4/11/96

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

Version 2.0

12-18-95

EXHIBIT A*

Site Name: N/A

Site Description

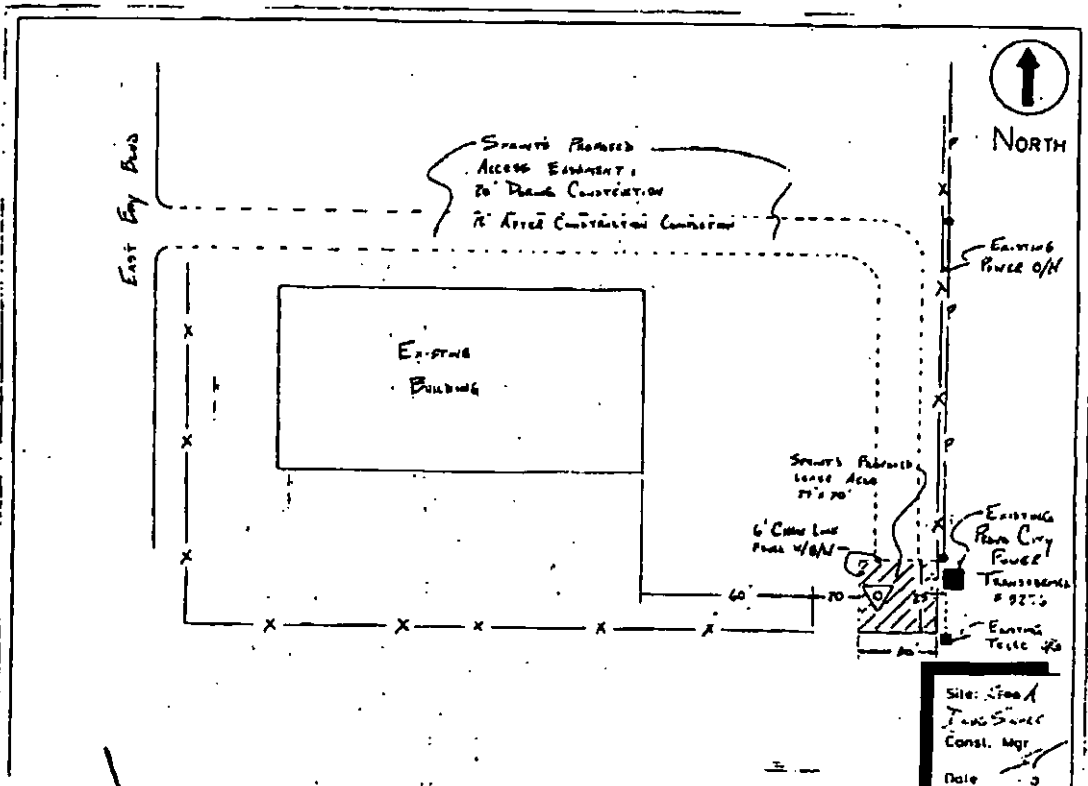
Site I. D.: 440/R-300-A

Site situated in the City of Provo, County of Utah, State of Utah, commonly described as follows: 1773-1775 South East Bay Blvd.,

Legal Description: An 1225 square foot area within the following described property;

Lot 1, Plat "A", EAST BAY NORTH, PROVO, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah. (038:136:001)

Sketch of Site:



Owner Initials

SSLP Initials

Note: Owner and SSLP may, at SSLP'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.)

EXHIBIT C

Site Name: N/A

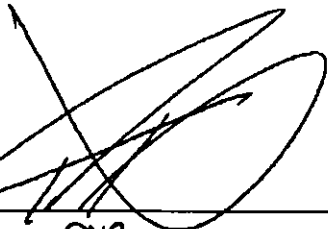
PCS Site Agreement

Site I. D. 440/R-300-A

Subordination and Non-Disturbance

The foregoing Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will request the holder of any such mortgage or deed of trust to execute a non-disturbance agreement, and Owner will cooperate with SSLP toward such end to the extent that such cooperation does not cause Owner additional financial liability or administrative expense.

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Owner Initials 
SSLP Initials OP

Version 2.0

12-18-95

EXHIBIT A*

Site Name: N/A

Site Description

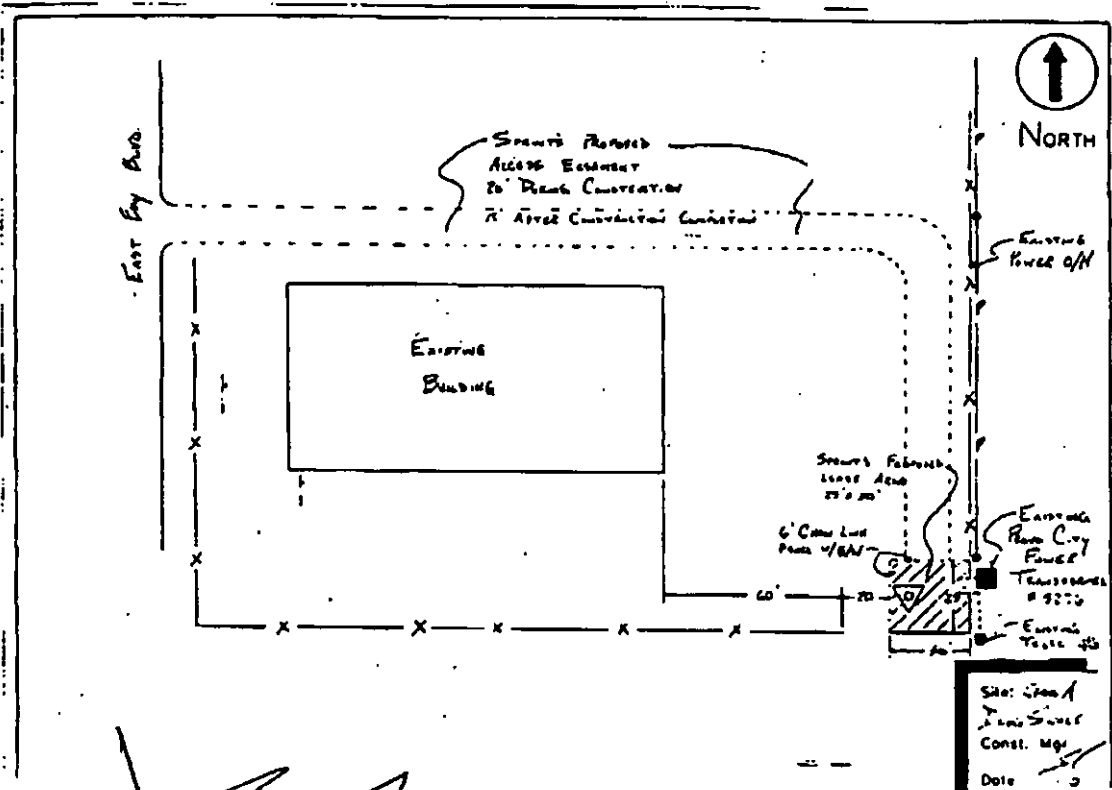
Site I. D.: 440/B-300-A

Site situated in the City of Provo, County of Utah, State of Utah, commonly described as follows: 1773-1775 South East Bay Blvd.,

Legal Description: An 1225 square foot area within the following described property:

Lot 1, Plat "A", EAST BAY NORTH, PROVO, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah. (038:136:001)

Sketch of Site:



Owner Initials [Signature]

SSLP Initials CV.P.

Note: Owner and SSLP may, at SSLP'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.]

Version 2.0

EXHIBIT B

12-18-95

Site Name: N/A

PCS Site Agreement

Site I. D.: 440/R-300-A

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 19____, between Snarr Advertising Inc. a Utah corporation ("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 1773-1775 South East Bay Blvd, City of Provo, County of Utah, 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"
Snarr Advertising Inc. a Utah corporation

"SSLP"

By: _____

Sprint Spectrum L.P., a Delaware limited partnership

Name: Douglas T. Snarr

By: _____

Title: President

Name: DENNIS HARPER PASCHKE

Address: 4728 Deer Creek Road
Salt Lake City, Utah 84117

Title: DIRECTOR

See Exhibit B1 for continuation of Owner signatures

Address: 1105 W. 2400 S., Ste. A
SLC, UT 84119

Attach Exhibit A - Site Description

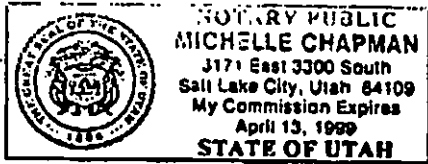
ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF Salt Lake)
: ss.
)

ENT 134698:2005 PG 8 of 13

On the 11th day of April, 1996 personally appeared before me, a notary public, Doug Snarr, who being duly sworn, and, who is personally known to me or otherwise proved his identity, stated that he is the President, of Snarr Advertising Inc. a Utah corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws or by resolution of its board of directors or by other lawful authority and said person acknowledged to me that said corporation executed the same.



Michelle Chapman
Notary Public

SPRINT SPECTRUM L.P. NOTARY BLOCK:

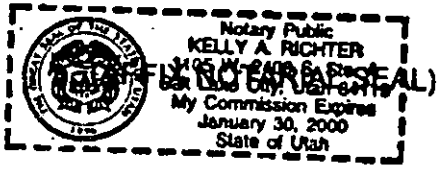
STATE OF Utah

COUNTY OF SALT LAKE

ENT 134698:2005 PG 9 of 13

The foregoing instrument was acknowledged before me this 17th day of October, 1996 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

Version 2.0

PCS SITE AGREEMENT

12-18-05

Site Name: N/A

Site I. D.: 440R-300-A

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 800 square feet of land;
 Building interior space consisting of approximately xx 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) ("Site") 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. The Site will be used by SSLP for the purpose of installing, removing, replacing, 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. Rent will be paid annually in advance beginning on the Commencement Date and on each anniversary of it. 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, the rent will be \$_____ the receipt of which Owner acknowledges. Thereafter the annual rent will be _____ percent years to be prorated. The annual 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 _____ percent (_____).

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 shall 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 the condition existing on the Commencement Date, except for ordinary wear and tear.

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, "approval") 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 shall 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 shall 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 and the application of such provision to persons other than those 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 C.

OWNER: Snarr Advertising Inc., a Utah corporation

By: [Signature]
 Its: President
 S.S./Fax No 87-025-8155
 See Exhibit A for continuation of Owner signatures
 Address: 4728 Deer Creek Road
Salt Lake City, Utah 84117
 Date: April 10, 1995

SPRINT SPECTRUM L.P., a Delaware limited partnership
 By: [Signature]
 Its: DIRECTOR
 Address: 1105 W. 2400 S., Ste. A
SLC, UT 84119
 Date: 4/11/95

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

Version 2.0

EXHIBIT B

12-18-95

Site Name: N/A

PCS Site Agreement

Site I. D.: 449/R-300-A

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated 4-19-, 1996, between Snarr Advertising Inc. a Utah corporation ("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 1773-1775 South East Bay Blvd, City of Provo, County of Utah, 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 4-19-, 1996, 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"
Snarr Advertising Inc. a Utah corporation

"SSLP"

Sprint Spectrum L.P., a Delaware limited partnership

By: 

By: 

Name: Douglas T. Snarr

Name: DENNIS HARPER PASCHKE

Title: President

Title: DIRECTOR

Address: 4728 Deer Creek Road
Salt Lake City, Utah 84117

Address: 1105 W. 2400 S., Ste. A
SLC, UT 84119

See Exhibit B1 for continuation of Owner signatures

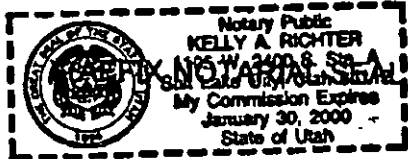
Attach Exhibit A - Site Description

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 19th day of April, 1996 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

Legal Description

Property located in UTAH, UT

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

Parcel 1: Commencing 1598.61 feet East along the Section line and 1670.41 feet North from the South one quarter corner of Section 12, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 1 04' East along a fence line 344.79 feet; thence South 55 36' East along the center line of a canal 301.75 feet; thence South 5 41' West 179.07 feet; thence North 89 03' West along a fence line 237.70 feet to the point of beginning.

Parcel 2: Commencing at a point on the South line of 1700 South Street which point is South 2437.87 feet and east 1155.82 feet from the Northwest corner of Section 18, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 88 49' East 423.76 feet; thence South 1 11' West 220.05 feet; thence North 88 49' West 404.80 feet to a point on the North line of 350 East Street; thence along said line of said street as follows: along the arc of a 530 foot radius curve to the left 125.19 feet (chord bearing North 7 25' West 124.90 feet); thence North 14 11' West 73.83 feet; thence along the arc of a 20 foot radius curve to the right 36.78 feet (chord bearing North 38 30' East 31.81 feet) to the point of beginning.

Parcel 3: Commencing at a point on the North line of 350 East Street which point is South 2658.27 feet and East 1170.24 feet from the Northwest corner of Section 13, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 88 49' East 404.80 feet; thence South 1 11' West 215 feet; thence North 88 49' West 405.39 feet; thence North 1 26' East 195.73 feet; thence along the arc of a 530 foot radius curve to the left 19.27 feet (chord bearing North 0 23' and 30" East 19.27 feet) to the point of beginning

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10627813