

RETURNED

JUL 23 2001

IN WITNESS RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:

Sprint Sites USA
4457 Willow Road, Suite 202
Pleasanton, California 94588
Attn: Property Specialist

E 1676737 B 2852 P 321
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 JUL 23 10:59 AM FEE 23.00 DEP MT
REC'D FOR MERICOM CORP

NW-28-4 N-1W

-----Space above this line for County Recorder-----

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 27th day of April, 2001, by and between Keith Potter and Jolynn Potter, husband and wife as joint tenants, with an address of 249 South Main Street, Layton, UT 84041 (hereinafter referred to as "OWNER"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, with an office at 4457 Willow Road, Suite 202, Pleasanton, California 94588 (hereinafter referred to as "SSLP").

1. Owner, or Owner's predecessor(s) in interest, and Sprint Spectrum Realty Company, L.P. (SSLP's predecessor in interest and hereinafter referred to as "Lessee"), entered into a PCS Site Agreement ("Agreement") on June 16, 1996, for the purpose of installing, removing, replacing, maintaining and operating a personal communications service system facility. All of the terms and conditions of the Agreement are incorporated herein by reference.
2. SSLP is now the owner and holder of all of the Lessee's rights to the Agreement.
3. The term of the Agreement ("Initial Term") is five (5) years, commencing on a date ("Commencement Date") as defined in the Agreement and automatically renews for two (2) additional terms (each "Renewal Term") of five (5) years each pursuant to certain terms and conditions contained in the Agreement.
4. The Agreement has been modified by the following subsequent instruments:
 - a. April 27th, 2001
5. The Parcel which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Parcel which is effected by the Agreement, as modified, (the "Site") is described or depicted in Exhibit B annexed hereto and may include certain additional easements, rights and appurtenances.
6. In the event of any inconsistency between this Memorandum and the Agreement, as modified, the Agreement shall control.
7. This Memorandum and the Agreement, as modified, shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

SIGNATURES TO FOLLOW

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

OWNER:

Keith Potter and Jolynn Potter, husband and wife as joint tenants

LESSEE:

Sprint Spectrum Realty Company, L.P., a Delaware limited partnership

By: *Keith Potter*
Title: Owner
Date: 04/13/01

By: *Bruce Galloway*
Title: Dir. Operatton's
Date: 4/27/01

By: *Jolynn Potter*
Title: owner
Date: 04/13/01

DESCRIPTION OF LAND

This Exhibit "A" is attached to and made a part of that certain Memorandum of Agreement entered into on April 27, 2001, by and between Keith Potter and Jolynn Potter, husband and wife, as joint tenants, as "OWNER" and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as "SSLP".

All that real property situated in the City of Layton, County of Davis, State of Utah and is more particularly described as follows:

Beginning 16.51 chains South and 6.10 chains South 89°35' East and 5.27 chains South 14 feet West and South 14 feet West 5 feet and North 85°20' West 1476.9 feet from the Northeast corner of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Meridian; and running thence North 27°39' West 33.77 feet; thence South 64°21' West 114.50 feet more or less, to the Easterly line of a highway; thence North 27° West 157.75 feet along said highway; thence Easterly 630 feet, more or less, to the Westerly line of property conveyed to State Road in 273-77; thence Southerly along said right of way 135 feet, more or less to the South line of tract; thence North 85°20' West 490 feet, more or less to beginning.

EXCEPTING THEREFROM: A part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which bears South 1206.84 feet and West 1169.65 feet from the North Quarter corner of said Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 65°28'44" West 62.90 feet to the Easterly line of a State Highway; thence North 25°23'48" West 33.15 feet along said highway; thence South 86°55'30" East 71.55 feet to the point of beginning.

11-061-0148, 0146

Commonly known as: 253 S. Main Street., Layton, UT 84041

Assessor's Parcel No. or Tax Parcel No.: 11-061-0074

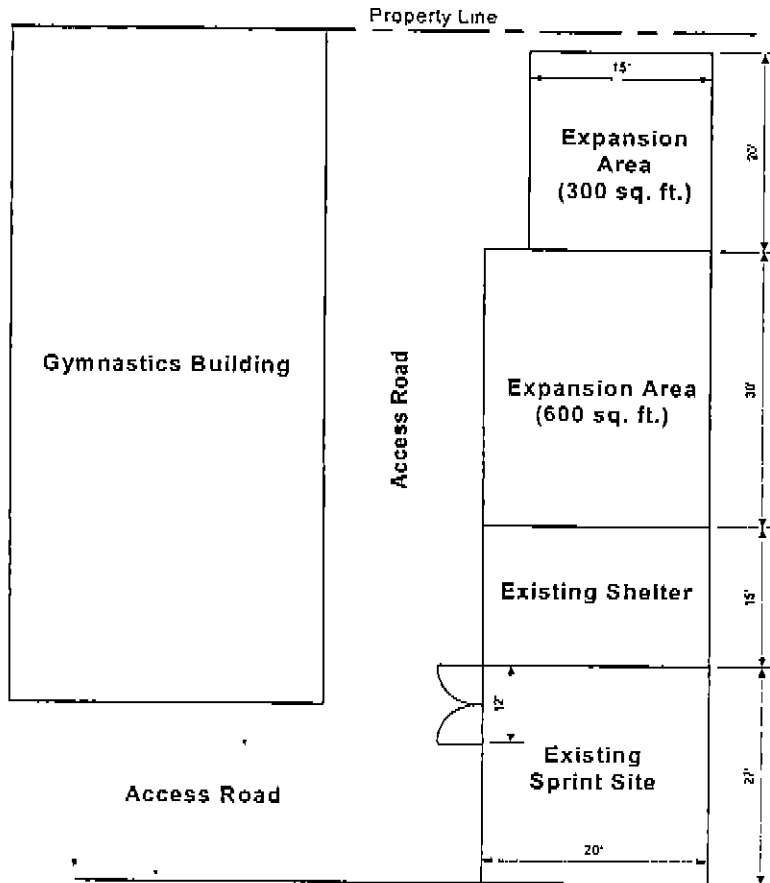
Initials
KA
CC

EXHIBIT B

DESCRIPTION OF LAND

This Exhibit "B" is attached to and made a part of that certain Memorandum of Agreement entered into on April 27, 2001, by and between Keith Potter and Jolynn Potter, husband and wife as joint tenants, as "OWNER" and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as "SSLP".

The Premises and Site are depicted as follows:¹



KEITH POTTER
SL03XC170



Notes:

- This Exhibit may not be to scale and may be replaced by a land survey of the Premises and / or Site once it is received by SSLP.
- Setback of the Site from the Premises' 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.

[Handwritten Signature]

Initials
<i>[Handwritten Initials]</i>
<i>[Handwritten Initials]</i>

State of UTAH

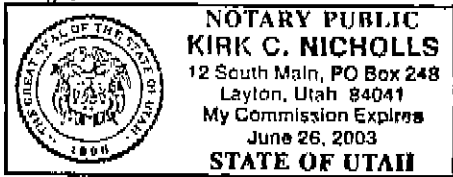
E 1676737 B 2852 P 325

County of DAVIS

On April 13 2001 before me Kirk Nicholls, Notary Public
(Date) (Name and title of officer (e.g. "Jane Doe, Notary Public"))

personally appeared ~~Keith~~ Keith Potter + Jolynn Potter
Name (s) of Signer (s)

personally known to me - OR -



proved to me on the basis of satisfactory evidence to be the person (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

Witness my hand and official seal.

Kirk Nicholls
Notary

State of California)
County of Alameda)ss.

On the 10th day of May, A.D. 2001, personally appeared before me, Bruce K Galloway, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the above instrument.



Ruth Kim
NOTARY PUBLIC

State of _____)
County of _____)ss.

On the _____ day of _____, A.D. _____, personally appeared before me, _____, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the above instrument.

NOTARY PUBLIC