

WHEN RECORDED RETURN TO:

Utah Department of Transportation
4501 S. 2700 W.
Box 148420
Salt Lake City, Utah 84114-8420

**RETURNED
JUN 24 2010**

E 2536007 B 5053 P 354-358
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/24/2010 01:22 PM
FEE \$0.00 Pgs: 5
DEP RT REC'D FOR UTAH DEPT OF TRANSPORTATION

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

pt 11-061-0182

Space above this line for Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made this 16 day of June, 2010 by and between UTAH DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal offices located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Lessor and Lessee have entered into a Lease Agreement dated the 16th day of June, 2010 (the "Agreement"), of which this is a Memorandum. Lessor leases to Lessee for an Initial Term of six (6) years, automatically renewing for five (5) terms of five (5) years each, commencing on JUNE 16th, 2010, and expiring on June 15th, 2041, each pursuant to certain terms and conditions contained in the Agreement.

2. The Leased Premises which is the subject of the Agreement is more particularly described on Exhibit A attached hereto.

3. Lessee has the right to construct, install and operate wireless communications facilities that emit radio frequencies on the Leased Premises.

4. For that consideration recited in the Agreement and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby grants to Lessee, its successors and assigns for the purposes provided herein and in the Lease, for use by Lessee and Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors, an easement for ingress and egress by foot or motor vehicle, including trucks and other equipment necessary for a multi-carrier cell and PCS phone communications site and appurtenances. No ingress or egress other than across presently existing roadways or pathways will be allowed to the Premises, unless it is approved in writing by the Lessor.

5. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Page Follows]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

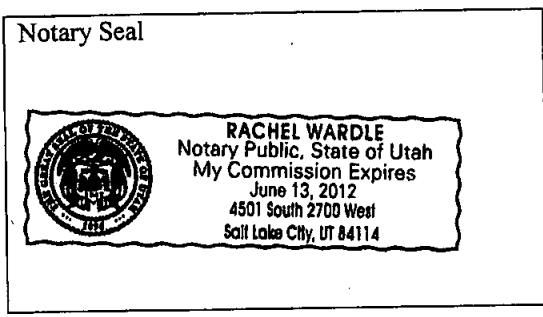
LESSOR:
UTAH DEPARTMENT OF
TRANSPORTATION

By: [Signature]
Print Name: Lyle D. McMillan
Title: Director, Right of Way

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On this 16 day of June 2010, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lyle D. McMillan, the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]
(Signature of Notary)
My Commission Expires: 6.13.2012

EXHIBIT A
(Legal Description of Leased Premises)

Beginning at a point 1636.07 feet S. 89°06'21" E. along the section line and 1346.20 feet SOUTH from the Northwest corner of Section 28, T. 4 N., R. 1 W., S.L.M.; running thence S. 4°41'50" W. a distance of 31.93 feet; thence N. 84°59'50" E. a distance of 71.02 feet; thence N. 4°41'50" E. a distance of 20.00 feet; thence N. 85°20'08" W. a distance of 70.00 feet to the POINT OF BEGINNING.

The above described parcel contains \pm 0.042 acres (1818 sq. ft.)

Together with an access for ingress and egress to the lease area being described as follows:

Beginning at a point 1584.39 feet S. 89°06'21" E. along the section line and 1383.12 feet SOUTH from the Northwest corner of said Section 28, T. 4 N., R. 1 W., S.L.M.; running thence S. 26°30'40" E. a distance of 12.90 feet; thence N. 84°59'50" E. a distance of 113.48 feet; thence N. 04°41'50" E. a distance of 12.17 feet; thence S. 84°59'50" W. a distance of 120.26 feet to the POINT OF BEGINNING.