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Region: West
Area: Desert/Mountain
Market: Utah

Site Name: Cedar Pass
Site Number: UT-0316 AME
Date Prepared: 12/13/02

M
CORRECTED MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: NEXTEL WEST CORP., d/b/a Nextel Communications
4643 S. Ulster St., Suite 500
Denver, Colorado 80237
Attn: Property Manager

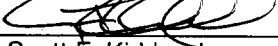
This Corrected Memorandum of Agreement is entered into on this 16 day of January, 2002, by and between KHM, L.C., a Utah limited liability company, with an address at 9155 North Cedar Pass Road, Suite B, Eagle Mountain, UT 84043, (hereinafter referred to as "Lessor") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications (herein referred to as "Lessee"), with an office at 4643 South Ulster Street, Ste. 500, Denver, CO 80237. This Corrected Memorandum of Agreement corrects and replaces that certain Memorandum of Agreement between Lessor and Lessee dated February 21, 2002 and recorded in the real property records of Utah County on March 21, 2002 at Reception No. 32387:2002.

1. Lessor and Lessee entered into a Communications Site Lease ("Agreement") dated February 21, 2002 for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the date Lessee obtains the building permit enabling Lessee to begin construction of the "Lessee Facilities" (as defined in the Agreement or February 21, 2004, whichever first occurs ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date; provided, however, that Lessee may extend the Commencement Date to the earlier of the date Lessee obtains the building permit enabling Lessee to begin construction of the Lessee Facilities or February 21, 2005 in accordance with the terms of the Agreement. The Agreement also includes five (5) successive five (5) year options to renew.
3. The Property that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

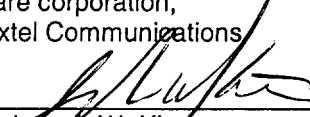
LESSOR:

KHM, L.C.,
a Utah limited liability company

By: 
Name: Scott F. Kirkland
Title: President
Date: _____

LESSEE:

NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: 
Name: Joseph W. Kirsten
Title: Senior Director of Engineering
Date: 1-16-03

ORIGINAL

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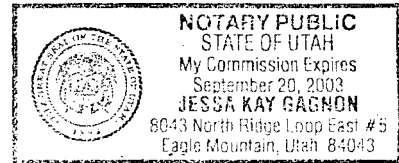
STATE OF Utah

COUNTY OF Utah

On January 2, 2003, before me Jessa Kay Gagnon, Notary Public, personally appeared **Scott F. Kirkland**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jessa Kay Gagnon (SEAL)
Notary Public



My commission expires: September 20, 2003

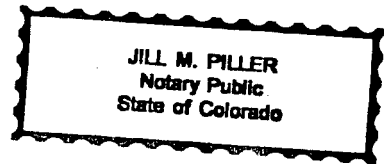
STATE OF COLORADO

CITY AND COUNTY OF DENVER

On 1-16-03, before me Jill M. Piller, Notary Public, personally appeared **Joseph W. Kirsten**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jill M. Piller (SEAL)
Notary Public



My commission expires: 4/11/05

ORIGINAL

EXHIBIT A
DESCRIPTION OF PROPERTY

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to the Agreement dated January 16, 2003, by and between by and between NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications (herein called "Lessee") and KHM, L.C., a Utah limited liability company (herein called "Lessor").

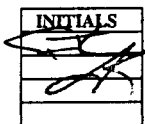
The Property is described and/or depicted as follows:
APN: 58-040-0169

Beginning at the northwest corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°43'21" East 1136.30 feet; thence South 43°14'11" East 1607.06 feet; thence South 39°32'16" East 327.93 feet; thence South 54°40'07" East 546.74 feet; thence South 70°49'44" East 1173.76 feet; thence along the arc of a 523.00 foot radius curve to the right 325.97 feet (Central Angel = 35°22'22"), the chord of which bears South 55°23'53" West 320.32 feet; thence South 73°10'01" West 1031.81 feet; thence along the arc of a 5103.00 foot radius curve to the right 923.97 feet (Central Angel = 10°22'27"), the chord of which bears South 73°21'13" West 922.71 feet; thence South 33°32'23" West 1030.72 feet; thence along the arc of a 497.00 foot radius curve to the left 134.60 feet (Central angel = 21°16'52"), the chord of which bears South 72°54'03" West 133.54 feet; thence North 27°44'23" West 136.00 feet; thence North 89°31'55" West 2059.69 feet; thence North 01°33'53" East 2604.26 feet; thence South 89°15'07" East 1333.69 feet to the point of beginning.

Beginning at a point which is South 5.30 feet and East 643.79 feet from the West quarter corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 35°10'23" East 206.00 feet; thence along the arc of a 597.00 foot radius curve to the left 196.45 feet (central angle = 13°31'13"), the chord of which bears South 43°13'00" West 193.57 feet; thence South 35°52'22" West 1373.17 feet; thence North 33°00'30" West 1320.42 feet; thence South 39°31'55" East 1945.75 feet to the point of beginning.

Said property is also known by the street address of:

Eagle Mountain, UT



ORIGINAL

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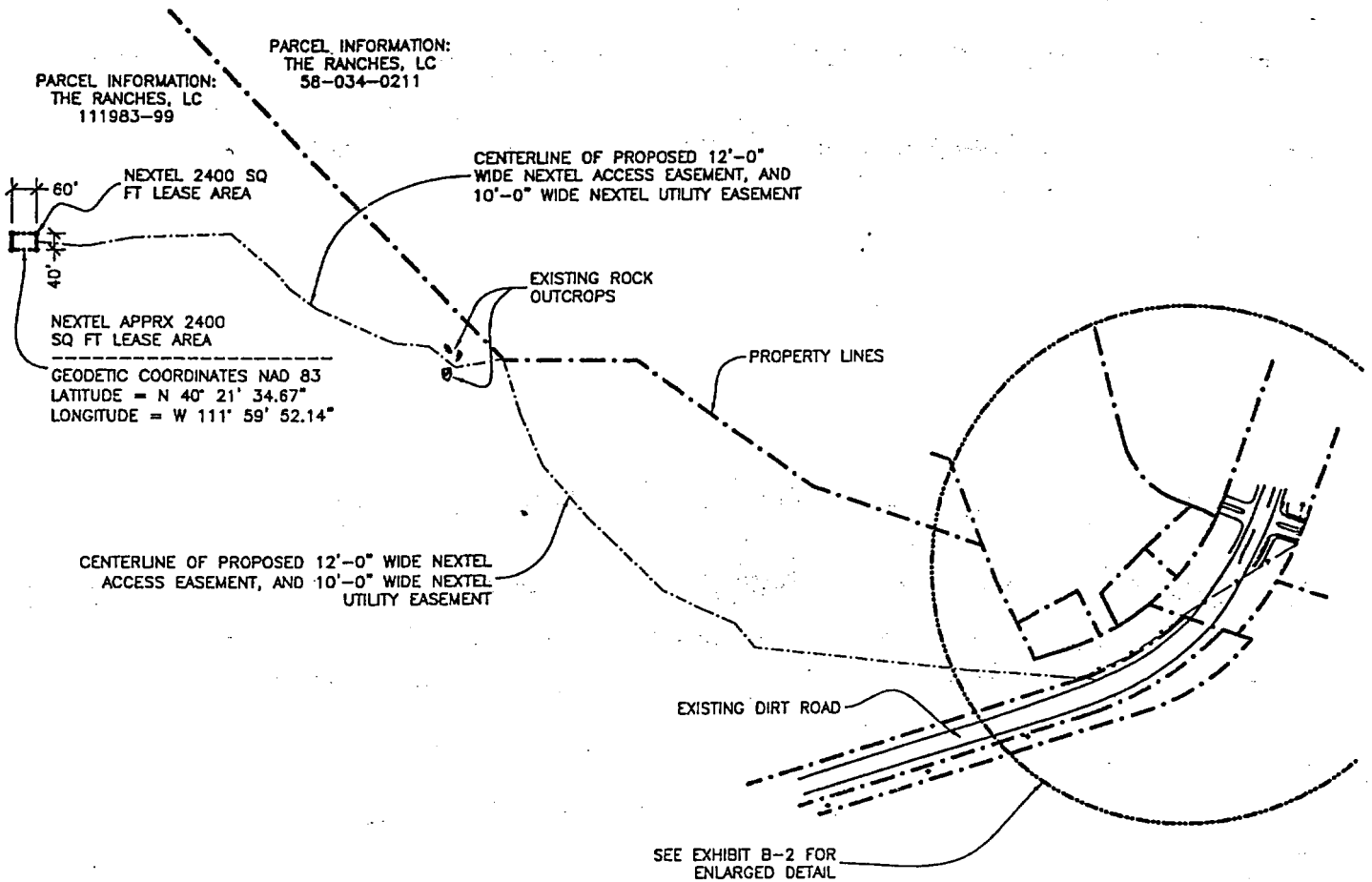
Site Name: Cedar Pass
Site Number: UT-0316 AME
Date Prepared: 12/17/02

EXHIBIT B
DESCRIPTION OF THE PROPERTY
(Page 1 of 2)

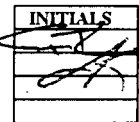
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The Property is described and/or depicted as follows:
APN: 58-040-0169



NOT TO SCALE



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The location of any utility easement is illustrative only. Actual location shall be determined by the servicing utility company in compliance with all local laws and regulations.

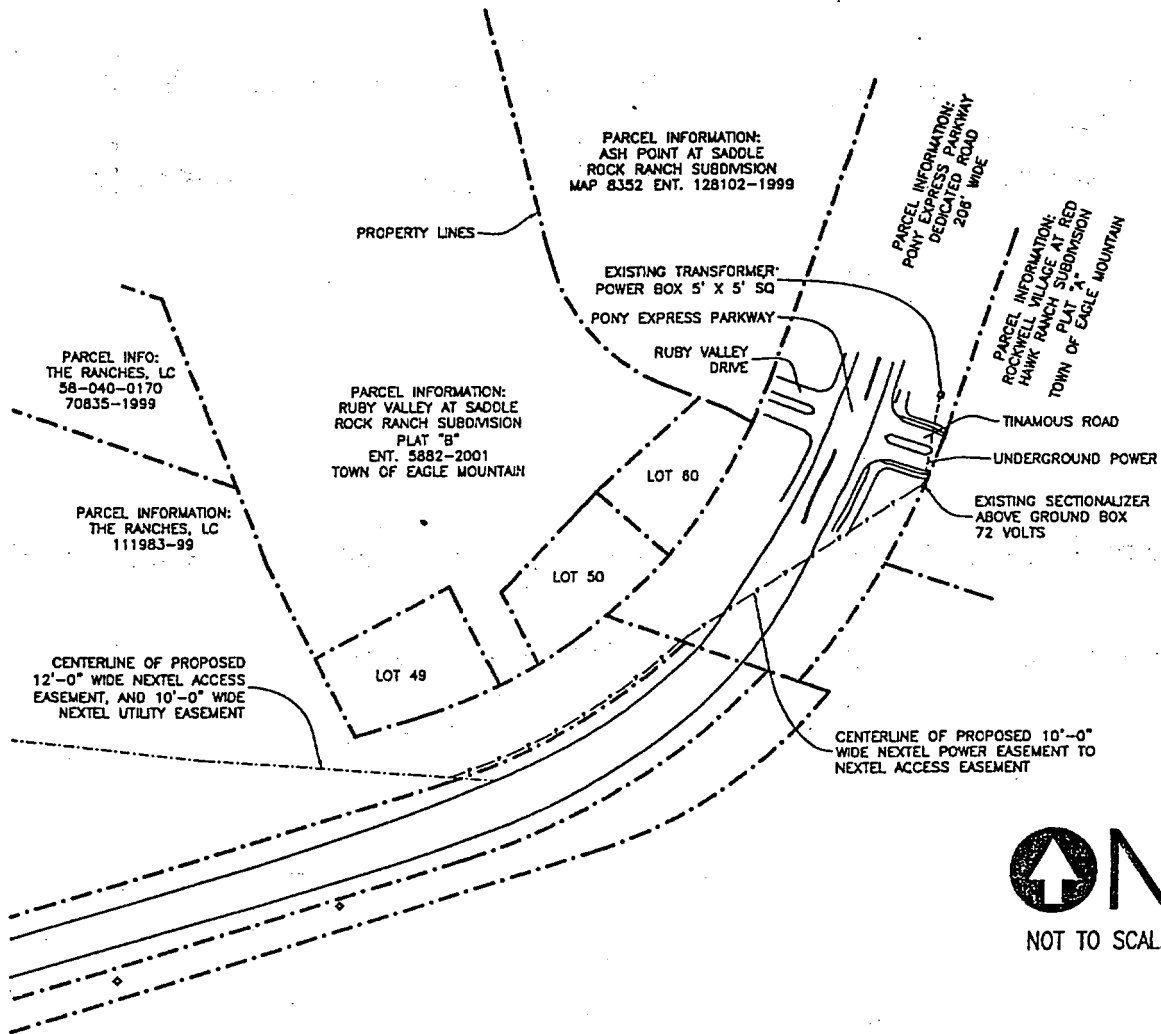
ORIGINAL

EXHIBIT B
 DESCRIPTION OF THE PROPERTY
 (Page 2 of 2)

ENT 17456:2003 PG 5 of 5

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INITIALS

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