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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/27/2011 02:59 PM
FEE \$18.00 Pgs: 4
DEP RT REC'D FOR FIDELITY NATIONAL
TITLE GROUP

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

Mobilitie Investments II, LLC
660 Newport Center Drive, # 200
Newport Beach, CA 92660

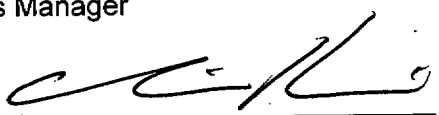

08-025-0042

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

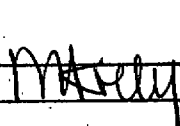
This Memorandum of Assignment and Site Lease Agreement is made as of the latter signature date hereof (the "Effective Date") by and between Mobilitie Investments II, LLC, with an office at 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660 (hereinafter referred to as "Mobilitie") and T-Mobile West Corporation, with an office at 2625 S. Plaza Drive, Suite 400, Tempe, AZ 85282 (hereinafter referred to as "Carrier" and as defined in the Master Lease Agreement).

1. Pursuant to an Assignment of Prime Lease Agreement ("Assignment") dated the 28th day of Dec, 2010 Carrier assigned to Mobilitie all of its rights, title and interest, in, under and to that certain Site Lease with Option dated October 4, 2010 by and between Burton Lane Storage, LLC, a Utah limited liability company, as landlord, and T-Mobile West Corporation, a Delaware corporation, as tenant (the "Lease") for the premises ("Premises") more particularly set forth in the Lease and more fully described in Attachment 1 annexed hereto.
2. Mobilitie and Carrier entered into a Site Lease Agreement ("SLA") on the 28th day of Dec, 2010 for the purpose of installing, operating and maintaining a radio communications facility and other improvements at the Premises. All of the foregoing are set forth in the SLA.
3. The initial term of the SLA is for nine (9) years commencing on the Site Lease Commencement Date (as defined pursuant to the SLA). Carrier has four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this SLA will expire twenty-nine (29) years after the Site Lease Commencement Date.
4. This Memorandum of Assignment and Site Lease Agreement has been prepared to provide notice that the Premises are subject to the terms and conditions of the Assignment, the Lease and the SLA.
5. This Memorandum of Assignment and Site Lease Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Assignment, the Lease or the SLA. In the event of a conflict between the provisions of this Memorandum of Assignment and Site Lease Agreement and the provisions of the Assignment or the Lease or the SLA, the provisions of the Assignment, the Lease or SLA shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment and Site Lease Agreement as of the latter signature date below.

MOBILITIE INVESTMENTS II, LLC, a Delaware limited liability company	CARRIER: T-MOBILE WEST CORPORATION
By: Mobilitie, LLC, a Nevada limited liability company, its Manager	
By: 	By: 
Print Name: <u>Christos Karmis</u>	Print Name: <u>Dave Mayo</u>
Title: <u>SVP, Tower Acquisitions and Leasing</u>	Title: <u>Senior Vice President - Technology Strategy, Finance & Development</u>
Date: <u>DEC 17 2010</u>	Date: <u>DEC 28 2010</u>

T-Mobile Legal Approval By:

Name:  12/29/10

State of California
County of Orange

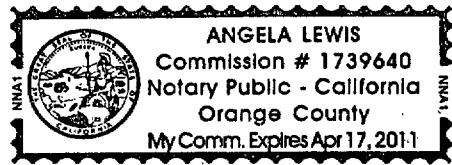
On 12/17/10 before me, Angela Lewis, a Notary Public, personally appeared Christo Karmis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela Lewis



(Seal)

STATE OF WASHINGTON

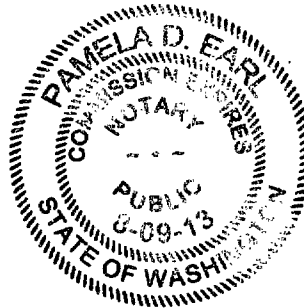
COUNTY OF KING

On DEC 28 2010 before me, Pamela D Earl, a Notary Public, personally appeared DAVE MAYO

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(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.

Signature Pamela D Earl



(Seal)

MEMORANDUM OF ASSIGNMENT AND SITE LEASE AGREEMENT

ATTACHMENT 1

LEGAL DESCRIPTION OF SITE

Beginning at a point on the Easterly right of way line of Burton Lane which is North 00°36'02" West 493.89 feet along the Quarter section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running thence along said Easterly right of way line the following six (6) courses and distances: North 27°11'47" West 313.60 feet; thence North 18°26'09" West 130.39 feet to a brass UDOT right of way marker and a point on a 248.64 foot radius curve to the right (center bears North 62°47'24" East with interior angle of 48°44'49"); thence Northerly along said curve 211.54 feet to a brass UDOT right of way marker; thence North 41°41'32" East 76.83 feet; thence North 60°59'48" East 104.86 feet; thence North 66°13'25" East 48.30 feet to a point on the Quarter section line of said Section 10; thence along said Quarter section line South 00°36'02" East 83.78 feet to a point on the Westerly right of way line of the Union Pacific Railroad, said point also being on a 5814.70 foot radius curve to the left (center bears North 69°20'10" East with interior angle of 8°23'31"); thence Southeasterly along said curve 851.67 feet; thence South 66°56'14" West 165.98 feet; thence South 79°16'47" West 110.33 feet to a point on said Easterly right of way line of Burton Lane, said point also being on a 336.48 foot radius curve to the left (center bears South 79°35'37" West with interior angle of 16°47'25"); thence Northwesterly along said curve 98.60 feet; thence along said right of way line North 27°11'47" West 127.15 feet to the point of beginning.

Less and excepting the following:

Beginning at a point on the Easterly right of way line of Burton Lane which is North 00°36'02" West 493.89 feet along the Quarter section line from the center of Section 10, Township 3 North, Range 1 West, Salt Lake Meridian and running thence North 0°36'02" West 254.98 feet; thence East 123.83 feet to a point on the Westerly right of way of the Union Pacific Rail Road, said point also being on a 5814.70 foot radius curve to the left (center bears North 69°20'10" East with interior angle of 8°23'31"); thence Southeasterly along said curve 519.68 feet, more or less; thence South 66°56'14" West 165.98 feet; thence South 79°16'47" West 110.33 feet to a point on said Easterly right of way line of Burton Lane said point also being on a 336.48 feet radius curve to the left (center bears South 79°35'37" West with interior angle of 16°47'25"); thence Northwesterly along said curve 98.60 feet; thence along said right of way line North 27°11'47" West 127.16 feet to the point of beginning.

Also, less and excepting any and all portions lying within the legal bounds of Burton Lane.

Davis County Utah
Parcel ID: 08-025-0042
97 W. Burton Lane
Kaysville, UT 84037