

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

Sprint Sites USA  
C/O Mericom Corporation  
4700 Northgate Blvd., Suite 160  
Sacramento, CA 95834  
Attn: Project Coordinator

8204184  
04/12/2002 11:52 AM 18.00  
Book - 8587 Pg - 1322-1326  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MERICOM CORP  
ANDREA SPORNHUNTER  
4700 NORTHGATE BLVD #160  
SACRAMENTO CA 95834  
BY: RDJ, DEPUTY - MA 5 P.

8204184

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**MEMORANDUM OF AGREEMENT**


This Memorandum of Agreement is entered into on this 26 day of MARCH, 2001, by and between Randy Peters, with an address of 1020 South 700 West, Salt Lake City, UT 84104 (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 May 10, 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 four (4) 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. MARCH 26, 2002
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:**  
Randy Peters

By:   
Title: its. Pres  
Date: 3/20/02

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

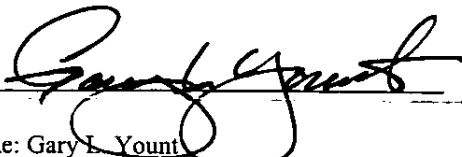
*rl*  
*cu* By:   
Name: Gary L. Yount  
Title: Director - West Region  
Sprint Sites USA<sup>SM</sup>  
DATS 3/26/02

EXHIBIT A

DESCRIPTION OF LAND

This Exhibit "A" is attached to and made a part of that certain Memorandum of Agreement entered into on MARCH 26, 2002, by and between Randy Peters, as "OWNER" and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as "SSLP".

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

Beginning 115 feet North of the Southeast corner of Lot 15, Block 8, Five Acre Plat "B", Big Field Survey; thence North 125 feet; thence West 363 feet; thence South 125 feet; thence East 363 feet to the place of beginning.

Commonly known as: 1020 South 700 West, Salt Lake City, UT 84104

Assessor's Parcel No. or Tax Parcel No.: 15-11-428-030-0000

Peters.SL03XC152

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

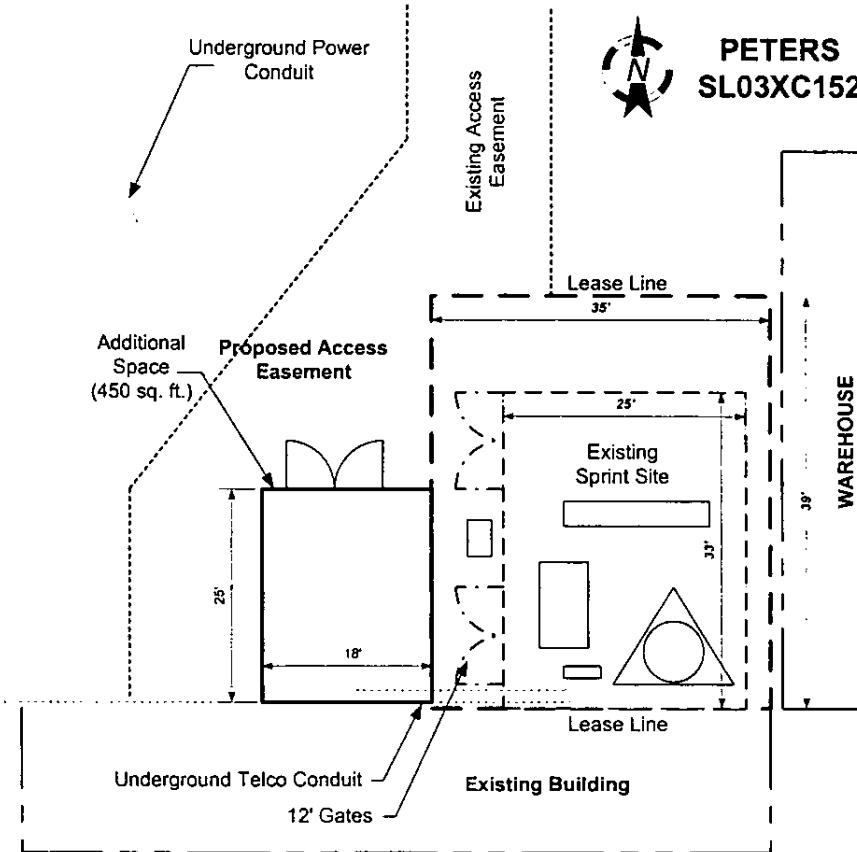
BK8587 PG 1324

EXHIBIT B

DESCRIPTION OF LAND

This Exhibit "B" is attached to and made a part of that certain Memorandum of Agreement entered into on MARCH 26, 2002, by and between Randy Peters, as "OWNER" and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as "SSLP".

The Premises and Site are depicted as follows:<sup>1</sup>



Notes:

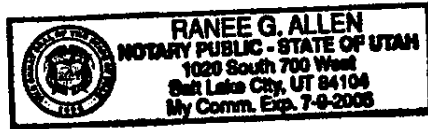
- This Exhibit may not be to scale and may be replaced by a land survey of the Premises and / or Site once it is received by SSLP.
- Setback of the Site from the Premises' boundaries shall be the distance required by the applicable governmental authorities.
- Width of access road shall be the width required 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.

Initials
<i>eu</i>

State of Utah )  
County of Salt Lake )ss.

On the 20 day of March, A.D. 2002, personally appeared before me, RANDY PETERS, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the above instrument.

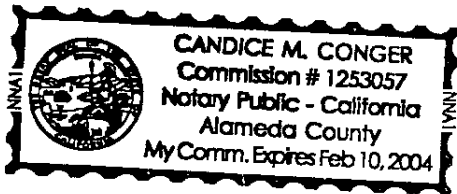
Ranee Allen  
NOTARY PUBLIC



State of CA )  
County of Alameda )ss.

On the 4 day of April, A.D. 2002, personally appeared before me, Gary C. Goulet, the signer(s) of the within instrument who duly acknowledged to me that he/she executed the above instrument.

Candice M. Conger  
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

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