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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PARR WADDUPS BROWN GEE &
185 S STATE #1300 LOVELESS
SLC UT 84111-1536
BY: KLD, DEPUTY - MA 7 P.

Return to:
Cingular Wireless
C/O General Dynamics
960 West Levoy Suite 250
Murray, Utah 84123

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 4th day of May, 2006, by and between College Drive Office Condominium Owners Association, Inc., a Utah non-profit corporation, having a mailing address of 1909 West State Road Suite 250 Pleasant Grove, Utah 84062 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

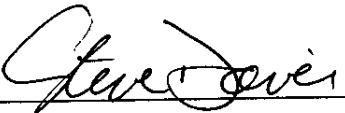
1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the 4th day of May, 2006 for the purpose of installing, operating and maintaining a communications facility and other improvements on the Landlord's property, which is more particularly described on **Exhibit 1** attached hereto (the "Property"). All of the foregoing are set forth in the Agreement.
2. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** attached hereto.
3. The initial lease term will be five (5) years ("Initial Term") commencing on the Effective Date of the Agreement. The Agreement automatically renews for four (4) additional five (5) year periods unless terminated in accordance with the terms of the Agreement. After the fourth additional term, the Agreement renews automatically each year unless terminated in accordance with the terms of the Agreement.
4. Under the terms of the Agreement, Landlord has granted Tenant an easement for pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, all as set forth in the Agreement.
5. Under the terms of the Agreement, Landlord has agreed to a use restriction on the Property (other than the Premises). The use restriction prohibits Landlord from using any areas of the Property (and any surrounding property owned by Landlord) for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment that interferes with Tenant's use of the Premises.
6. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the

provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

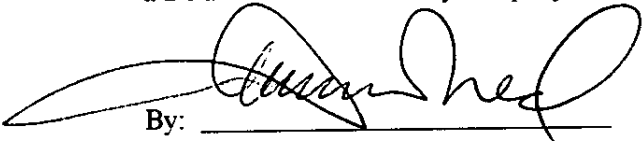
“LANDLORD”

College Drive Office Condominium Owners
Association, Inc.
a Utah non-profit corporation

By: 
Print Name: STEVE DAVIES
Its: MANAGER
Date: 18 APRIL 2006

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: 
Print Name: Dennis Neal
Its: Real Estate + Constr. Manager
Date: May 4, 2006

Prepared by:
Don Shiveley
Shiveley and Associates
10256 S. Sage Spring Circle
South Jordan, Utah 84095

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

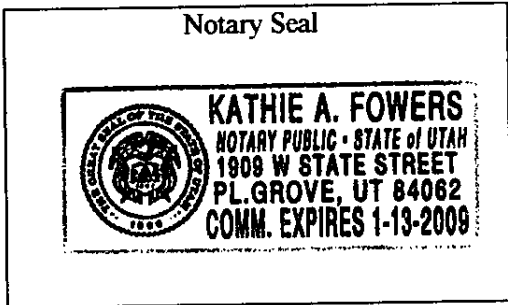
LANDLORD ACKNOWLEDGMENT

REPRESENTATIVE CAPACITY

STATE OF Utah)
)
 COUNTY OF Utah) SS.

I, Kathie Fowers, a notary public, do hereby certify that on this 18th day of April, 2006, personally appeared before me Steve Davies, who, being by me first duly sworn, declared that he/she is the MANAGER of College Price Office Condominium Owners Assoc. Inc., that he/she signed the foregoing document as MANAGER of the entity, and that the statements therein contained are true.

DATED: 4-18-2006



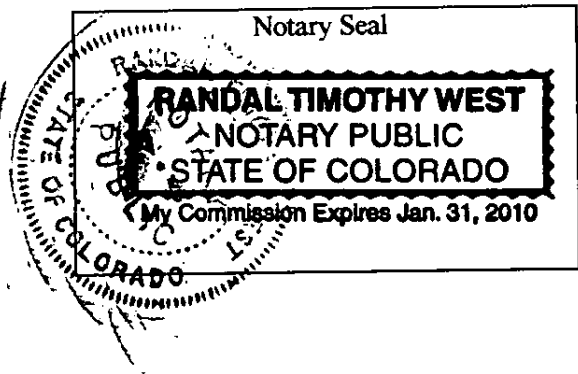
Kathie Fowers
 (Signature of Notary)
KATHIE FOWERS
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of Utah
 My appointment expires: 1-13-2009

TENANT ACKNOWLEDGEMENT

STATE OF Colorado)
)
 COUNTY OF Arapahoe) SS.

I, Randal Timothy West, a notary public, do hereby certify that on this 4th day of May, 2006, personally appeared before me Dennis Neal, who, being by me first duly sworn, declared that he/she is the RF Construction Manager of New Cingular Wireless PCS, LLC, that he/she signed the foregoing document as Authorized Signatory of the entity, and that the statements therein contained are true.

DATED: May 4, 2006



Randal Timothy West
 (Signature of Notary)
Randal Timothy West
 (Legibly Print or Stamp Name of Notary)
 Notary Public in and for the State of CO
 My appointment expires: 1-31-2010

**EXHIBIT 1
PAGE 1 OF 2
TO
MEMORANDUM OF LEASE**

DESCRIPTION OF PROPERTY AND PREMISES

Landlord owns certain property with an address of 5292 South College Drive Murray, Utah 84123 hereinafter identified as the "Property".

APN: 21-12-353-017

Beginning at a point on the West line of College Drive, a recorded and dedicated street on file in the Salt Lake County Recorder's Office, said point of beginning being North 0° 06' 54" West (634.448 feet calculated) along the quarter section line and West 1197.730 (1197.64 feet calculated) from the South quarter corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 82° 18' 00" West 181.31 feet (South 82° 16' 56" West 182.48 feet measured); thence North 4° 59' 33" West 181.73 feet (North 4° 55' 34" West 181.11 feet measured) to and along an Easterly line of GERMANIA GARDENS SUBDIVISION No. 1 to a Northeast corner of said GERMANIA GARDENS SUBDIVISION No. 1; thence South 86° 27' 37" West 84.57 feet (South 86° 31' 36" West 84.57 feet measured) along a North line of said subdivision to the Southeast corner of Lot 7 of said subdivision; thence North 4° 58' 53" West 103.95 feet (North 4° 54' 54" West 103.95 feet measured) along the East line of said subdivision to the Northeast corner of said Lot 7; thence North 85° 07' 57" East 24.41 feet (North 85° 06' 53" East 24.41 feet measured); thence South 46° 59' 33" East 103.02 feet (South 47° 00' 37" East 103.02 feet measured); thence North 43° 00' 27" East 222.86 feet (North 42° 59' 23" East 223.80 feet measured) to the Westerly line of said College Drive; thence southeasterly 316.83 feet (316.92 feet measured) along the arc of a 280.00 foot radius curve to the right (center bears South 47° 10' 06" West and long chord bears South 10° 24' 57" East 300.19 feet, with a central angle of 64° 49' 54") (measured central angle equals 64° 50' 44") along said Westerly line of College Drive; thence Southerly and Southwesterly 57.26 feet along the arc of a 350.00 foot radius curve to the left (center bears South 68° 00' 00" East and long chord bears South 17° 18' 46" West 57.20 feet, with a central angle of 09° 22' 27") along the Westerly line of said College Drive to the point of beginning.

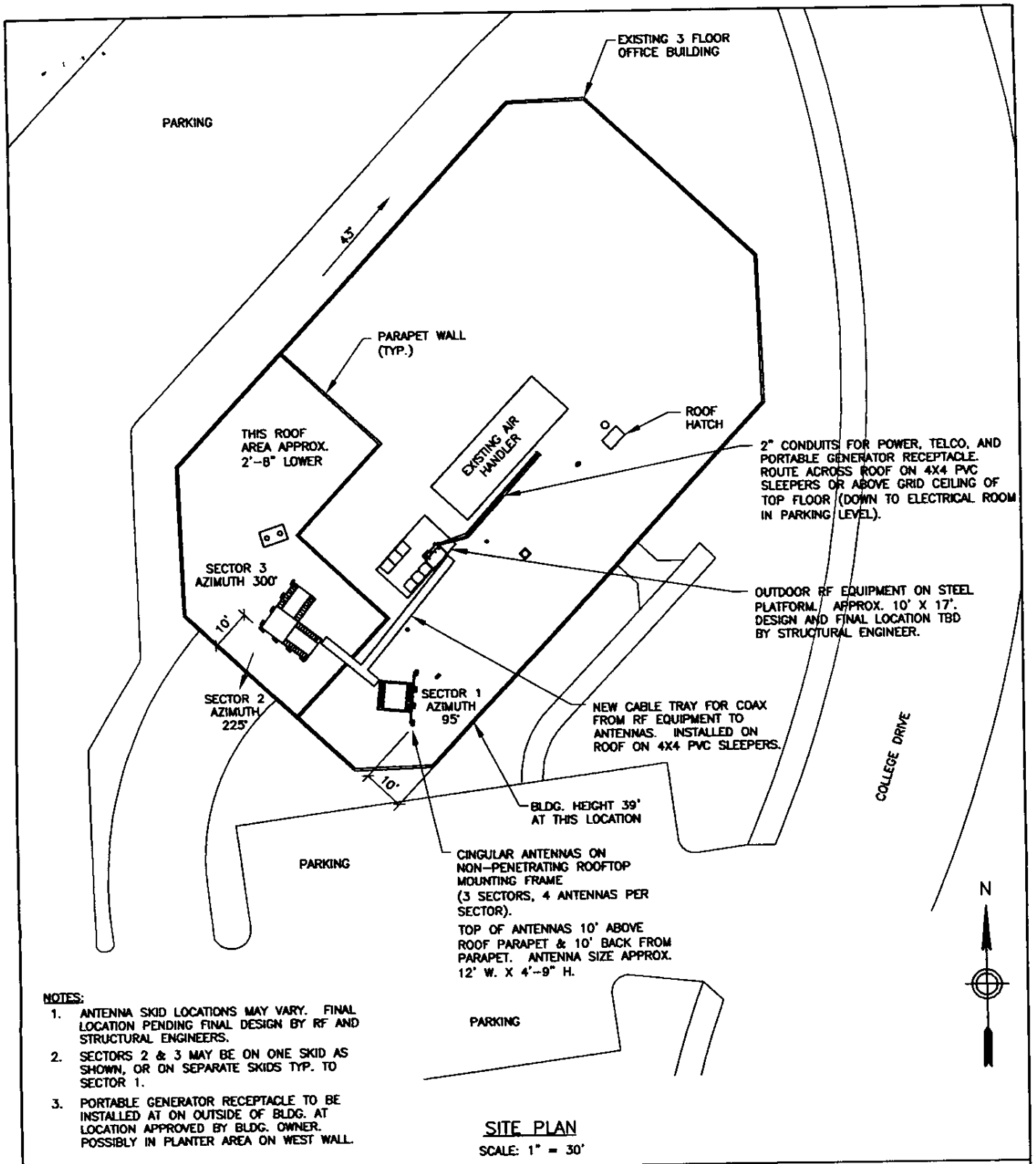
**EXHIBIT 1
PAGE 2 OF 2
TO
MEMORANDUM OF LEASE**

DESCRIPTION OF PROPERTY AND PREMISES

Tenant leases a portion of the Property identified as the "Premises". The Premises are described and/or depicted as follows:

APN: 21-12-353-017



5292 South College Dr Murray, UT 84123



NOTES:

1. ANTENNA SKID LOCATIONS MAY VARY. FINAL LOCATION PENDING FINAL DESIGN BY RF AND STRUCTURAL ENGINEERS.
2. SECTORS 2 & 3 MAY BE ON ONE SKID AS SHOWN, OR ON SEPARATE SKIDS TYP. TO SECTOR 1.
3. PORTABLE GENERATOR RECEPTACLE TO BE INSTALLED AT ON OUTSIDE OF BLDG. AT LOCATION APPROVED BY BLDG. OWNER. POSSIBLY IN PLANTER AREA ON WEST WALL.

SITE PLAN
SCALE: 1" = 30'

 <p>Wasatch Electric A Division of Dynatec An EMCOR Company</p> <p>1574 SOUTH WEST TEMPLE SALT LAKE CITY, UTAH (801) 487-0511 FAX (801) 487-0032</p>	 <p>cingular WIRELESS</p> <p>CINGULAR WIRELESS SERVICES, INC. 4385 S. RIVERBENT ROAD DOLDSVILLE, UT 84123</p>	<p>PROJECT ADDRESS:</p> <p>COLLEGE DRIVE OFFICE BUILDING 5292 S. COLLEGE DR. SALT LAKE CITY, UT 84123</p>	<p>LEASE EXHIBIT B</p>				
		<p>PROPERTY OWNER:</p> <p>DAVIES DEVELOPMENT, INC. 1909 W. STATE RD. SUITE 250 PLEASANT GROVE, UT 84062</p>	<p>SITE NAME:</p> <p>5300 S 700 W</p> <p>SITE NUMBER:</p> <p>SLKCUT8001D</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">REVISION NO. 0</td> <td style="font-size: small;">DWG. NO. SLKCUT8001D</td> </tr> <tr> <td style="font-size: small;">DATE ISSUED: 9/29/05</td> <td></td> </tr> <tr> <td style="font-size: small;">SCALE: AS NOTED</td> <td style="font-size: small;">SHEET NO. 1 OF 1</td> </tr> </table>	REVISION NO. 0	DWG. NO. SLKCUT8001D	DATE ISSUED: 9/29/05	
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