

PROJECT NAME: SALBINGHAM-CPI

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

AirTouch Communications, Inc.,
D/b/a AirTouch Cellular
Attn: Real Estate Department - M/S 581
P. O. Box 91211
Bellevue, WA 98009-9211

MEMORANDUM OF LEASE AGREEMENT

This Memorandum dated this 6 day of October,
1998, by and between South Jordan City, a Municipal Corporation, (hereinafter "Lessor")
and AirTouch Communications, Inc., d/b/a AirTouch Cellular, 3350 161st Avenue S.E., P.O.
Box 91211; Bellevue, Washington 98009-9211 (hereinafter "Lessee"), is a record of that Lease
Agreement (hereinafter "Agreement") between Lessor and Lessee dated
October 6, 1998, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property consisting of
approximately Seventeen Hundred Twenty-Three square feet (1723 sq. ft.), which are
described in Exhibit "A" (hereinafter "Premises"), which is attached hereto and incorporated
herein by this reference.
2. Term of Agreement. The initial term of the Agreement is for a ten-year (10) period
commencing on the date the Agreement has been executed by both Lessor and Lessee.
3. Successors and Assigns. The terms, covenants and provisions of the Agreement
extend to and are binding upon the respective executors, administrators, heirs, successors and
assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

LESSOR

Name: SOUTH JORDAN CITY, A Municipal Corporation

By: *Dij H McMillan*
Its: Mayor
Date: 10-7-98

Attest: *Sharlene Behrens*
Recorder

LESSEE

Name: AIRTOUCH COMMUNICATIONS, INC., d/b/a
AIRTOUCH CELLULAR

By: _____
Its: _____
Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 199____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of AirTouch Communications, Inc., d/b/a AirTouch Cellular, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

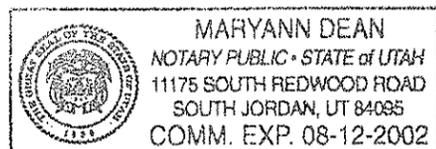
Notary Public in and for the State of WA
residing at King County
My appointment expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 8 day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Dix H. McMullin to me known to be the Mayor of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Maryann Dean
Notary Public in and for the State of UTAH
residing at Salt Lake County
My appointment expires: 08-12-2002

PROJECT NAME: SALBINGHAM-CPI

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
AirTouch Communications, Inc.,
D/b/a AirTouch Cellular
Attn: Real Estate Department - M/S 581
P. O. Box 91211
Bellevue, WA 98009-9211

MEMORANDUM OF LEASE AGREEMENT

This Memorandum dated this 6 day of October,
1998, by and between South Jordan City, a Municipal Corporation, (hereinafter "Lessor")
and AirTouch Communications, Inc., d/b/a AirTouch Cellular, 3350 161st Avenue S.E., P.O.
Box 91211; Bellevue, Washington 98009-9211 (hereinafter "Lessee"), is a record of that Lease
Agreement (hereinafter "Agreement") between Lessor and Lessee dated
October 6, 1998, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property consisting of
approximately Seventeen Hundred Twenty-Three square feet (1723 sq. ft.), which are
described in Exhibit "A" (hereinafter "Premises"), which is attached hereto and incorporated
herein by this reference.
2. Term of Agreement. The initial term of the Agreement is for a ten-year (10) period
commencing on the date the Agreement has been executed by both Lessor and Lessee.
3. Successors and Assigns. The terms, covenants and provisions of the Agreement
extend to and are binding upon the respective executors, administrators, heirs, successors and
assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

LESSOR

Name: SOUTH JORDAN CITY, A Municipal Corporation

By: *[Signature]*
Its: Mayor
Date: 10-7-98

Attest: *[Signature]*
Recorder

LESSEE

Name: AIRTOUCH COMMUNICATIONS, INC., d/b/a
AIRTOUCH CELLULAR

By: _____
Its: _____
Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 199____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of AirTouch Communications, Inc., d/b/a AirTouch Cellular, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

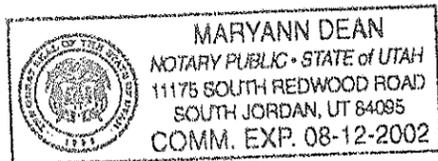
Notary Public in and for the State of WA
residing at King County
My appointment expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 8 day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Dix H. McMullin to me known to be the Mayor of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Maryann Dean
Notary Public in and for the State of UTAH
residing at Salt Lake County
My appointment expires: 08-12-2002

ORIGINAL

SITE LEASE

THIS SITE LEASE (the "Lease") is effective this 6 day of October, 1998, between South Jordan City, a Municipal Corporation ("Landlord"), and AirTouch Communications, Inc., d/b/a AirTouch Cellular ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord hereby leases to Tenant (the "Lease") the use of a portion of the real property described in the attached Exhibit "A" (the "Property") sufficient for placement of Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described in attached Exhibit "B" (collectively referred to hereinafter as the "Premises"). The Premises, located at the northern corner of the South Jordan City Municipal Park, South Jordan, Utah, comprise approximately Seventeen Hundred Twenty Three square feet (1723 sq. ft.)

2. Term. The term of this Lease shall be ten (10) years commencing on the 6 day of October, 1998 (the "Commencement Date"), and terminating at midnight on the 6 day of October, 2008.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, equipment or equipment cabinets and related activities, except that Tenant shall not construct any towers or antennas on the Premises as Tenant is co-locating said items on tower facilities previously constructed by Sprint Spectrum, L.C. Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Premises as necessary to determine that Tenant's use of the Site will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, environmental survey or soils test prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

4. Rent. Tenant shall pay Landlord, as Rent, the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) per year ("Rent"). The first year's rent shall be paid in advance on the Commencement Date appearing in Paragraph 2 of this Lease with subsequent years' rent payable on the anniversary of the Commencement Date, in advance, to Landlord at it's address specified in Section 13 below. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of six percent (6%) or the percentage increase in the CPI over the CPI for the twelve (12) months prior to the adjustment date. However, the annual increase shall not exceed seven and one-half percent (7.5%) per annum. "CPI" means the Consumer Price Index for All Urban Consumers, U.S City Average, All Items issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84=100). If the CIP is converted to a different standard referenced base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

5. Holdover. If Tenant shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, except that rent shall be calculated monthly, based upon 125% of one-twelfth of the previous year's rent amount.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's right under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

a. Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit "C" attached hereto and incorporated by reference. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur free of liens and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right and responsibility to remove the Antenna Facilities upon termination of this Lease.

b. Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a fence, the materials and specifications of which are subject to the written approval of the Landlord.

c. Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.

d. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators). Tenant shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Landlord shall diligently correct any variation, interruption or failure of utility service.

e. As partial consideration for Rent paid under this

Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of underground power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement of Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

f. Tenant shall have access twenty-four (24) hours a day, seven (7) days a week to the Premises at all times during the term of this Lease.

8. Right to Relocate. Landlord will have the one-time right to relocate the Antenna Facilities, or any part thereof, to another location on the Property, provided however that:

a. Such relocation will be at Tenant's sole cost and expense; be performed exclusively by Tenant or its agents; not result in any interruption of the communications service provided by Tenant on Landlord's Property; not impair, or in any manner alter, the quality of communication service provided by Tenant on and from the Premises; and be done in accordance with the terms and conditions of subparagraphs (b) and (c) below. Upon relocation of the Antenna Facilities, the access and utility easements of Tenant shall be relocated as required to operate and maintain the communications facility of Tenant.

b. Landlord will exercise its relocation right under Paragraph (a), above, by (and only by) delivering written notice (the "notice") to Tenant. In the notice, Landlord will propose an alternate site on Landlord's Property to which Tenant may relocate its Antenna Facilities. Tenant will have sixty (60) days from the date it receives the notice to evaluate Landlord's proposed relocation site, during which period Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve such

proposed relocation site in writing within said sixty-day period because it is not technologically feasible for Tenant's use, the Tenant will be deemed to have disapproved such proposed relocation site. Tenant's approval of the proposed relocation site will not be unreasonably withheld or delayed. If Tenant approves such relocation site, the Landlord may thereafter propose another relocation site by notice to Tenant in the manner set forth above. Any relocation site which Landlord and Tenant agree upon in writing shall be referred to hereinafter as the "Relocation Site." Tenant will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate (at Tenant's expense) its Antenna Facilities to the Relocation Site.

c. Upon relocation of the Antenna Facilities of Tenant, or any part thereof, to the Relocation Site, all references to the Site in the Agreement will then be deemed to be references to the Relocation Site. Landlord and Tenant hereby agree that the Relocation Site (including the access and utility rights of way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey will then replace Exhibit "A" and become a part hereof and will control or describe the Site. Except as expressly provided in this Exhibit, Landlord and Tenant hereby agree that in no event will the relocation of the Antenna Facilities of Tenant, or any part thereof, under Paragraph (b) above affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Lease.

9. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

a. upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

b. upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that thirty (30) day period, or such longer period as may be required to

diligently complete a cure commenced within that thirty (30) day period;

c. upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

d. upon ninety (90) days written notice by Tenant if the Property, building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

e. immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to all reimbursements of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; and

f. at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be taking by condemnation.

10. Taxes. Tenant shall pay any personal property taxes assessed upon, or any portion of such taxes attributable to, the Antenna Facilities.

11. Insurance and Subrogation.

a. Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000.00 and name Landlord, its elected officials and employees, as additional insureds on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain. Tenant shall provide Landlord with a certificate of insurance within thirty (30) days of written request to do so. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to Landlord.

b. Landlord and Tenant hereby mutually release each other (and their successors and assigns from liability and waive all right to recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

12. Hold Harmless. Tenant agrees to hold Landlord, its principals, employees, agents or independent contractors, harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

13. Notices. All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to the Tenant:

AirTouch Communications, Inc.
d/b/a AirTouch Cellular
Attn: Real Estate Department - M/S 581
3350 161st Avenue SE
P.O. Box 91211
Bellevue, WA 98009-9211

If to the Landlord:

South Jordan City
Attn: City Administrator
11175 South Redwood Road
South Jordan, UT 84095

Mazuran & Hayes
Office of City Attorney
2118 East 3900 South
Suite 300
Salt Lake City, UT 84124

14. Title and Authority; Quiet Enjoyment.

a. Landlord covenants and warrants to Tenant that (i) the Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord; and (iv) Landlord shall not have unsupervised access to the Site during the term(s) of this Agreement.

b. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

15. Environmental Laws.

a. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit "D").

b. Landlord represents, warrants and agrees that it has in the past and will continue in the future to conduct its activities on the Property in compliance with all applicable Environmental Laws and that to the best of Landlord's knowledge the Property is free of Hazardous Substances (as defined in attached Exhibit "D") as of the date of this Lease. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Law or common law of, all

spills or other releases of Hazardous Substance(s) caused by Landlord, its principals, employees, agents and contractors, that have occurred or which may occur on the Property.

c. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance to other properties or release into the environment arising from Tenant's activities on the Property.

d. To the extent not otherwise immunized by Utah's Governmental Immunity Act, Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

e. The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any governmental authority.

16. Successors, Assignment and Subleasing.

a. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Tenant shall have the right, without prior consent of Landlord, to assign or transfer this lease or to sublet the Premises, to any parent, subsidiary or affiliate entity or to any successor which acquires all or substantially all of the assets of Lessee. Tenant may sublease this Lease to an entity other than a parent, subsidiary or affiliate, upon written notice to

Landlord only if such sublease is subject to the provisions of this Lease, and the sublessee executes a separate lease with the City for sublessee's facility. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

b. Additionally, Tenant may upon notice to Landlord mortgage or grant a security interest in this Lease and the Antenna Facilities and may assign the Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant has or to remove any property of Tenant or Mortgagees located upon the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default of notice, as provided in Section of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address(es) specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's right against Tenant but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagee located upon the Premises, as provided in Section 18 of this Lease.

17. Waiver of Landlord's Lien. Provided that Tenant is not in default hereunder, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagees sole discretion and without Landlord's consent.

18. Miscellaneous.

a. Each party agrees to furnish to the other within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

c. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit "E") necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded by either party in place of this Lease.

d. This Lease shall be construed in accordance with the laws of the state in which the Property is situated.

e. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

f. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

g. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

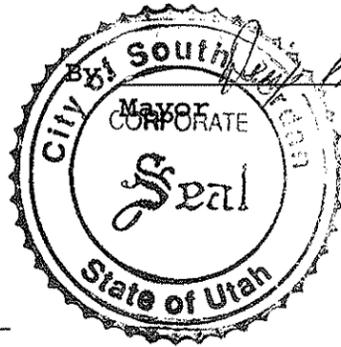
h. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. All final exhibits shall be initialed by the parties hereto and shall be incorporated herein by reference.

i. The parties understand and acknowledge that Exhibit "A" (the legal description of the Property), Exhibit "B" (the Site Plan) and Exhibit "C" (the Equipment List) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits "A", "B" and/or "C", as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibit(s).

19. Default; Attorney's Fees. If either party is in default under this Agreement for a period of (i) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not be reasonably cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The Execution Date of this Lease is the 6 day of October, 1998.

"LANDLORD"
SOUTH JORDAN CITY, a Municipal Corporation



Walter H. McMillin

ATTEST:

Sharlene DeKunin
City Recorder

"TENANT"
AirTouch Communications, Inc.,
d/b/a AirTouch Cellular
A Delaware Corporation

By: [Signature]
Its: Network Director

CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

On this 20th day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared Kent McCullough to me known to be the Area Network Director of AirTouch Communications, Inc. d/b/a AirTouch Cellular, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



WITNESS my hand and official seal hereto affixed the day and year first above written.
Laura M. Bell
Notary Public in and for the State of CO
residing at Arapahoe County
My appointment expires: 10/10/01

My Commission Expires 10/10/01

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of UT
residing at Salt Lake County
My appointment expires: _____

EXHIBIT A

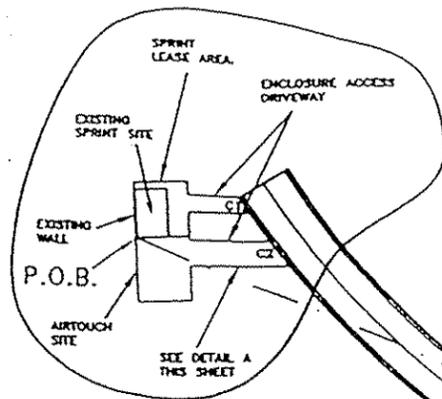
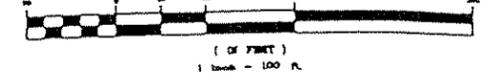
SALBINGHAM-CPI

Description

A portion of the land situated in the County of Salt Lake, State of Utah, described as follows:

BEGINNING at a point North $00^{\circ}03'10''$ East 533.76 feet along the Section line (basis of bearings) and North $89^{\circ}56'50''$ West 33.0 feet from the monument found marking the South Quarter corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}58'35''$ West 1290.49 feet, more or less, and following an old existing fence line and row of trees to a point on the Easterly boundary line of the Salt Lake County Equestrian Park property described in Book 2730 at page 174; thence North 791.69 feet, more or less, along said line and a concrete lined irrigation ditch to a point of intersection with an old existing fence line; thence North $89^{\circ}58'34''$ West 1217.01 feet, more or less, along said fence line to the East line of the Utah and Salt Lake Canal; thence Northeasterly along said line, North $17^{\circ}53'57''$ East 548.16 feet, more or less, to the Southerly boundary line of Mountain Farms Plat 3 and an existing fence line; thence North $89^{\circ}59'47''$ East (equals East on the subdivision plat) 2340.24 feet along said fence and the Southerly boundary line of Mountain Farms Plat 3, Plat 2 and Plat 1 to the Westerly right of way line of Redwood Road (1700 West Street); thence South $00^{\circ}03'10''$ West 522.81 feet, more or less, along said line to the Northerly line and common boundary with the property described in Book 4452 at page 325; thence North $89^{\circ}58'34''$ West 241.44 feet along said line and also on line with an old existing fence line and row of trees; thence South 238.52 feet, more or less, to the Southerly line and common boundary with the property described in Book 5934 at page 1772; thence East 241.22 feet, more or less, along said line to the Westerly right of way line of Redwood Road; thence South $00^{\circ}03'10''$ West 552.21 feet along said right of way to the point of beginning.

GRAPHIC SCALE



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	380.00'	10.69'	10.69'	S31°50'03"E	01°36'44"
C2	380.00'	17.61'	17.61'	N36°47'34"W	02°39'17"

P.O.B.

Tower
P.O.B.

N56°05'06"W
1573.36'

EXISTING PARK ROADWAY

DETAIL A
1" = 20'

CENTER CORNER SEC. 15
T3S, R1W, S2E34
BRASS CAP MONUMENT
AT 10800 SOUTH STREET

REDWOOD ROAD
26.45.20'
N00°03'10"E

SOUTH QUARTER CORNER
SEC. 15, T3S, R1W, S2E34
BRASS CAP MONUMENT
AT 11000 SOUTH STREET

NARRATIVE

THE PURPOSE IS TO PROVIDE THE NECESSARY DESCRIPTIONS FOR THE COMMUNICATIONS EQUIPMENT ASSOCIATED WITH THE TOWER SITE AND EXISTING MONOPOLE.

BASIS OF BEARING

THE BASIS OF BEARING IS BETWEEN THE SOUTH QUARTER CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND THE CENTER CORNER OF SAID SECTION BEING N.00°03'10"E. 2645.20 FT.

DESCRIPTION OF PROPERTY TO BE RELEASED BY THE MUNICIPAL BUILDING AUTHORITY OF SOUTH JORDAN TO THE CITY OF SOUTH JORDAN

Part of the Southwest Quarter of Section 15, Township 3 South Range 1 West, Salt Lake Base & Meridian, located in South Jordan City, within a parcel commonly referred to as the South Jordan Municipal Park, being more particularly described as follows:

Beginning at a point on the Grantor's land which is North 56° 05' 06" West 1573.36 feet from the South 1/4 Corner of said Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian; thence North 02° 43' 32" West 30.00 feet to the Northwest corner of said site; thence North 87° 16' 28" East 30.00 feet to the Northeast corner of said site; thence South 02° 43' 32" East 7.40 feet, thence South 89° 51' 34" East 28.16 feet more or less to the back of the existing curb line for the park road, thence along a curve to the left 10.69 feet (Delta=01° 36' 44", Radius=380.00 feet, Long Chord=10.69 feet, L.C. Bears South 31° 50' 03" East), thence North 89° 45' 43" West 33.37 feet, thence South 02° 43' 32" East 15.57 feet, thence South 89° 51' 34" West 43.12 feet to a point on the west side of the previously described Park Roadway Centerline Easement, thence along a curve to the left 17.61 feet (Delta=02° 39' 17", Radius=380.00 feet, Long Chord=17.61 feet, L.C. Bears South 36° 47' 34" East), thence North 89° 45' 43" West 53.00 feet, thence South 02° 43' 32" East 19.00 feet to the Southeast corner of said site; thence South 87° 16' 28" West 30.00 feet to the Southwest corner of said site; thence North 02° 43' 32" West 35.00 feet to the point of beginning, containing 2,901 square feet or 0.067 of an acre.

Together with all rights of ingress and egress to the above described parcel over and across the existing and future roads within the South Jordan City Municipal Park.

DESCRIPTION OF EASEMENT FROM THE CITY OF SOUTH JORDAN TO SPRINT SPECTRUM, LC

All of that certain parcel or tract of land situated in the Southwest 1/4 of Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian, at South Jordan, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the Grantor's land which is North 56° 05' 06" West 1573.36 feet from the South 1/4 Corner of said Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian; said point of beginning being the Southwest corner of the proposed Repeater site; and running thence North 02° 43' 32" East 30.00 feet to the Northwest corner of said site; thence South 87° 16' 28" East 30.00 feet to the Northeast corner of said site; thence South 02° 43' 32" East 7.40 feet, thence South 89° 51' 34" East 28.16 feet more or less to the back of the existing curb line for the park road, thence along a curve to the left 10.69 feet (Delta=01° 36' 44", Radius=380.00 feet, Long Chord=10.69 feet, L.C. Bears South 31° 50' 03" East), thence North 89° 45' 43" West 33.37 feet, thence South 02° 43' 32" East 13.57 feet to the Southeast corner of said site; thence South 87° 16' 28" West 30.00 feet to the point of beginning and containing 1178 square feet or 0.027 of an acre.

Subject to an easement for installation of cables and electronic equipment associated with the installation and operation of an antenna on an existing monopole, over, under and across said easement, said easement being 3 feet each side of the following described line:

Beginning at a point being on the south parcel line, and North 87° 16' 28" East, 9 feet from the point of beginning of the parcel described above; thence North 02° 43' 32" West, 9 feet to the center of the existing monopole.

Together with all rights of ingress and egress to the above described site over and across the existing roads within the South Jordan Municipal Park.

DESCRIPTION OF EASEMENT FROM THE CITY OF SOUTH JORDAN TO AIRTOUCH CELLULAR

All of that certain parcel or tract of land situated in the Southwest 1/4 of Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian, at South Jordan, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the Grantor's land which is North 56° 05' 06" West 1573.36 feet from the South 1/4 Corner of said Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian; said point of beginning being the Northwest corner of the proposed Repeater site; and running thence South 02° 43' 32" East 35.00 feet to the Southwest corner of said site; thence North 87° 16' 28" East 30.00 feet to the Southeast corner of said site; thence North 02° 43' 32" West 19.00 feet, thence South 89° 45' 43" East 53.00 feet more or less to the back of the existing curb line for the park road, thence along a curve to the right 17.61 feet (Delta=02° 39' 17", Radius=380.00 feet, Long Chord=17.61 feet, L.C. Bears North 36° 47' 34" West), thence North 89° 51' 34" West 43.12 feet, thence North 02° 43' 32" West 2.00 feet to the Northeast corner of said site; thence South 87° 16' 28" West 30.00 feet to Northwest corner of said site; the point of beginning and containing 1,723 square feet or 0.040 of an acre.

Together with an easement for installation of cables and electronic equipment associated with the installation and operation of an antenna on an existing monopole, over, under and across said easement, said easement being 3 feet each side of the following described line:

Beginning at a point being on the north parcel line, and North 87° 16' 28" East, 9 feet from the point of beginning of the parcel described above; thence North 02° 43' 32" East, 9 feet to the center of the existing monopole.

Together with all rights of ingress and egress to the above described site over and across the existing roads within the South Jordan Municipal Park.

Prep	By	Date	Revised
------	----	------	---------

SOUTH JORDAN CITY
MUNICIPAL PARK
PHASE 1
DESCRIPTION & EASEMENT FOR
SPRINT COMMUNICATION
& AIRTOUCH CELLULAR

BINGHAM ENGINEERING
SALT LAKE CITY - (801) 433-2000

Drawn: JMR
Checked: EBY
Reviewed: JBY
Permitted: JPL

Date: DEC. 10, 1997 Print # 000-055 Sh. 1 of 1

Northwest Area
Law Department



Verizon Wireless
3350 161st Avenue SE
Bellevue, Washington 98008

October 16, 2000

SOUTH JORDAN CITY
ATTN: CITY ADMINISTRATOR
11175 SOUTH REDWOOD ROAD
SOUTH JORDAN, UT 84095

Re: Our Site: SALBINGHAM-1-1

Dear Sir or Madam:

Please be advised that effective April 3, 2000, Vodafone AirTouch Plc., and Bell Atlantic Corporation combined their domestic wireless operations to form the largest wireless provider in the United States, doing business as Verizon Wireless. I am writing to let you know that AirTouch Communications, Inc.'s domestic wireless subsidiaries and operations, formerly doing business as AirTouch Cellular are part of that exciting event, and now do business as Verizon Wireless.

Any future payments, notices or other communications formerly made under the AirTouch or Vodafone AirTouch Licenses name should reflect our new name – Verizon Wireless. Please update your records to reflect this change.

Should you have any questions regarding our new name, please refer to our website at www.verizonwireless.com or contact our Northwest Area Network Real Estate Department at (425) 603-2100.

Very truly yours,



Devon E. Gores
Paralegal

DEG

ORIGINAL

PROJECT NAME: SALBINGHAM-CPI

FILED FOR RECORD AT REQUEST OF
 AND WHEN RECORDED RETURN TO:
 AirTouch Communications, Inc.,
 D/b/a AirTouch Cellular
 Attn: Real Estate Department - M/S 581
 P. O. Box 91211
 Bellevue, WA 98009-9211

MEMORANDUM OF LEASE AGREEMENT

This Memorandum dated this 6th day of October,
 1998, by and between South Jordan City, a Municipal Corporation, (hereinafter "Lessor")
 and AirTouch Communications, Inc., d/b/a AirTouch Cellular, 3350 161st Avenue S.E., P.O.
Box-91211; Bellevue, Washington 98009-9211 (hereinafter "Lessee"), is a record of that Lease
 Agreement (hereinafter "Agreement") between Lessor and Lessee dated
October 6, 1998, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property consisting of
 approximately Seventeen Hundred Twenty-Three square feet (1723 sq. ft.), which are
 described in Exhibit "A" (hereinafter "Premises"), which is attached hereto and incorporated
 herein by this reference.

2. Term of Agreement. The initial term of the Agreement is for a ten-year (10) period
 commencing on the date the Agreement has been executed by both Lessor and Lessee.

3. Successors and Assigns. The terms, covenants and provisions of the Agreement
 extend to and are binding upon the respective executors, administrators, heirs, successors and
 assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

LESSOR

Name: SOUTH JORDAN CITY, A Municipal Corporation

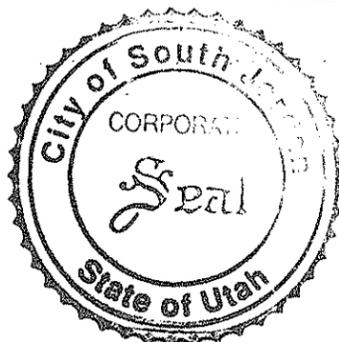
By: *Dip H McMillin*
Its: Mayor
Date: October 15, 1998

Attest
Sharonne Robinson
Recorder
10-13-98

LESSEE

Name: AIRTOUCH COMMUNICATIONS, INC., d/b/a
AIRTOUCH CELLULAR

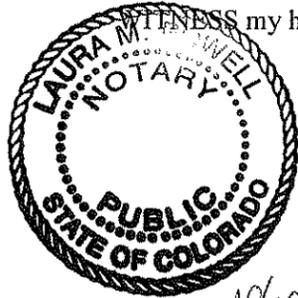
By: *James D. [Signature]*
Its: Network Director
Date: 10-28-98



CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

On this 28th day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Colorado, duly commissioned and sworn, personally appeared Kent McCullough to me known to be the Area Network Director of AirTouch Communications, Inc. d/b/a AirTouch Cellular, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of CO
residing at Arapahoe County
My appointment expires: 12/31/01

My Commission Expires 12/31/01

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of UT
residing at Salt Lake County
My appointment expires: _____

EXHIBIT A

SALBINGHAM-CPI

Description

A portion of the land situated in the County of Salt Lake, State of Utah, described as follows:

BEGINNING at a point North $00^{\circ}03'10''$ East 533.76 feet along the Section line (basis of bearings) and North $89^{\circ}56'50''$ West 33.0 feet from the monument found marking the South Quarter corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}58'35''$ West 1290.49 feet, more or less, and following an old existing fence line and row of trees to a point on the Easterly boundary line of the Salt Lake County Equestrian Park property described in Book 2730 at page 174; thence North 791.69 feet, more or less, along said line and a concrete lined irrigation ditch to a point of intersection with an old existing fence line; thence North $89^{\circ}58'34''$ West 1217.01 feet, more or less, along said fence line to the East line of the Utah and Salt Lake Canal; thence Northeasterly along said line, North $17^{\circ}53'57''$ East 548.16 feet, more or less, to the Southerly boundary line of Mountain Farms Plat 3 and an existing fence line; thence North $89^{\circ}59'47''$ East (equals East on the subdivision plat) 2340.24 feet along said fence and the Southerly boundary line of Mountain Farms Plat 3, Plat 2 and Plat 1 to the Westerly right of way line of Redwood Road (1700 West Street); thence South $00^{\circ}03'10''$ West 522.81 feet, more or less, along said line to the Northerly line and common boundary with the property described in Book 4452 at page 325; thence North $89^{\circ}58'34''$ West 241.44 feet along said line and also on line with an old existing fence line and row of trees; thence South 238.52 feet, more or less, to the Southerly line and common boundary with the property described in Book 5934 at page 1772; thence East 241.22 feet, more or less, along said line to the Westerly right of way line of Redwood Road; thence South $00^{\circ}03'10''$ West 552.21 feet along said right of way to the point of beginning.



AirTouch Cellular
141 East 200 South
Salt Lake City, UT 84111

Telephone: 801 355 9751
Facsimile: 801 891 0124

November 4, 1998

RECEIVED
NOV 05 1998

South Jordan
Gary Chandler, City Manager
11175 South Redwood Road
South Jordan, UT 84095

Re: Site Lease

Dear Mr. Chandler:

I am enclosing a fully executed original copy of the above agreement for your records. The first annual rent payment has been requested and you should be receiving it soon from our accounts payable department.

Please let me know if you have any questions. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script that reads "Candi R. Miller".

Candi R. Miller
Real Estate / Property Management Coordinator

Enclosure