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MEMORANDUM OF RIGHT-OF-WAY OCCUPANCY AGREEMENT

THIS AGRESMENT, made as of the <u>lst</u> day of <u>July</u>, 1991, by and between US Sprint Communications Company Limited Partnership, doing business in the state of Illinois under the assumed name US Sprint Communications Limited Partnership, a Delaware limited partnership, its successors, assigns, lessees and agents, 8140 Ward Parkway, Kansas City, Missouri 64112, hereinafter referred to as "US Sprint", and the Grand Trunk Western Railroad Company, a Michigan corporation, 1333 Brewery Park Boulevard, Detroit, Michigan 18207/1 hereinafter referred to as "Railroad".

WHEREAS, US Sprint and Railroad entered into certain Agreement, hereafter called the hydrocomentent sedia prioperty 905 in which Railroad granted to US Sprint the right to construct, install, operate, maintain, modify, replace and remove a communications transmission system over certain of Railroad's South Bend subdivision track beginning at the Western Indiana boundary line and continuing in a generally Southeasterly direction to it's terminus in Munster, IN at the intersection of the GTW Railroad and the CSX Railroad as shown and legally described on Exhibit A, attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual covenants and agreements hereing each give in consideration of the other, and the sum of Ten Dollars (\$10.00) in the hand and paid by each party to the other, the receipt of which by each is hereby acknowledged, the parties hereby expressly agree as follows:

The Railroad and US Sprint wish to formalize, record and give notice to the general public or such occupancy where specific segments of the telecommunications system and located in the County of Lake, State of Indiana, between railroad Mile Post 30.63 and railroad Mile Post 31.08. However, this agreement shall not in any way be construed to amend or modify the terms of the underlying agreement dated April 1, 1985.

TO HAVE AND TO HOLD this grant for an initial term of twenty (20) years extending and running through April 1, 2005 with Grantee retaining the right to extend thereafter for three (3) additional successive terms of twenty (20) years each by exercising such in accordance to the terms provided for in the April 1, 1985 agreement.

FILED

AUG 7 1991

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

Grand Trunk Western Railroad Company,

*	a Michigan corporation	•
Attest: Do Came	By: W. H. Cramer	
	Senior Vice President, Marketing	
- KI XWELINA		
A. P. Kanarr	·	
O TW APPROVALS	US Sprint Communications Compa	nv
AS TO FORM	Octiviment Partnership, doing bus	
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MANAGEMENT	JOT O Passumed name US Sprint Communi	cations
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	ne Lake County Recorder!	
	le Lake County Revarder:	
Witness:	- By: Jan Hun 7-12-91	<u> </u>
Leo Carrow	James B. Farris, Director,	
	and Real Property Administr	ation
CHAMP OF MICHIGAN		
STATE OF MICHIGAN)		<u>.</u>
COUNTY OF WAYNE) SS). Professional and the second	
COUNTY OF WATHE		
T	, a Notary Public duly commissioned	and
qualified in and for the	County and State aforesaid, DO HEREBY C	ERTTEY
that ways	and to me personally	known
to be, respectively, c	and, to me personally enior Vice resident and Secretary	of
Grand Trunk Western Rai	lroad Company, a Michigan corporation, an	d the
identical persons whose	names are subscribed to the foregoing	
instrument, appeared be	fore me this day in person, and being fir	st duly
sworn by me, severally	acknowledged to me that they are, senior w	ico
President and	Secretary of said corporation; that as s	uch
officers they signed and	d delivered said instrument in behalf of	said
	y and order of its Board of Directors, as	
free and voluntary act	and deed of said corporation, and as thei	r own
	and that said corporation executed said	
instrument for the uses	and purposes therein set forth.	
THE WITHOUT WITHOUT	T have bearings ask my hand and affired	
	, I have hereunto set my hand and affixed otary Public, at Detroit, Michigan this _	lst
of July	. 1991.	LST
or <u>July</u>	-, 1991.	
A Commence of the state of the	Momas Sule	
	NOTARY PUBLIC	
	THOMAS J. RIGLEY	
. •	NOTARY PUBLIC - OAKLAND COUNTY, MICH. "ACTING IN WAYNE COUNTY	
My Commission Expires:	MY COMMISSION EXPIRES 12-14-93	

My Commission Expires:

STATE OF KANSAS)
(COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said County, personally appeared, James B. Farris, known to me to be the person who is Director, Contract and Real Property Administration, of US Sprint Communications Company Limited Partnership, doing business in the state of Illinois under the assumed name US Sprint Communications Limited Partnership, a Delaware limited partnership, which executed the foregoing instrument, who signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said partnership as such Director; that the same is his free act and deed as such Director, and the free act and deed of said partnership and within his authority delegated by the Board of Directors.

In testimony whereof, I have hereunto subscribed by name, and affixed my official heal at Kansas icity property this lay. day of

the Lake County Recorder!

JEANNIE MOXLEY

My Appl. Exp.

NOTARY PUBLIC

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My Commission Expires:

This instrument was prepared by US Sprint Communications Limited Partnership, a Delaware limited partnership, 8140 Ward Parkway, Kansas City, Missouri 64112.



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Lake County, State of Indiana:

Township 36 North, Range 10 West;

NE 1/4 of and NW 1/4 of Section 25

