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Prepared by, and
When Recorded, Please return to:
Anetra McClain, Property Specialist
Nextel Communications
300 Park Boulevard, Suite 515
Itasca, IL 60143
(630) 875-6695

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 10 day of January, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Welsh Inc., an Indiana corporation, ("Lessor").

1. Lessor and Lessee entered into a Communications Site Lease Agreement (Ground) on the 11th day of January, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement shall be for five (5) years commencing on September 30, 1998, with five (5) successive five (5) year options to renew and terminating on the fifth anniversary of the commencement date.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit B annexed hereto.

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

LESSOR
Welsh Inc., an Indiana corporation

By: *Robert J. Welsh*

Name: Robert J. Welsh

Title: President and CEO

Date: 1-10-00

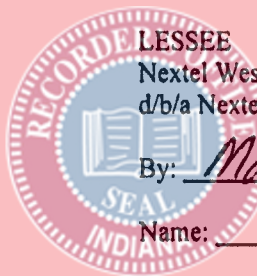
LESSEE
Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: *Mark B. Nelson*

Name: Mark B. Nelson

Title: Vice President

Date: 2/1/00



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2000
1009321

STATE OF Indiana

COUNTY OF Lake

On 11/6/2000, before me, Kathryn M. Schulz, Notary Public, personally appeared Robert F. Wood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Kathryn M. Schulz
Notary Public

(SEAL)

My commission expires: 11-16-07

Document is NOT OFFICIAL!

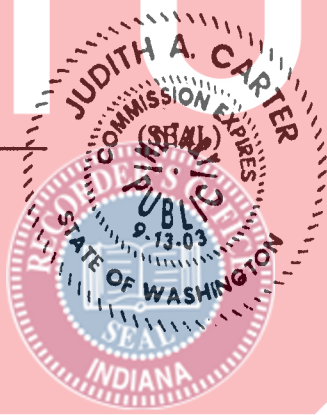
This Document is the property of the Lake County Recorder!

STATE OF Washington

COUNTY OF King

On 2/1/00, before me, Judith A Carter, Notary Public, personally appeared max B Newson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Judith A Carter
Notary Public



My commission expires: 9/13/2003

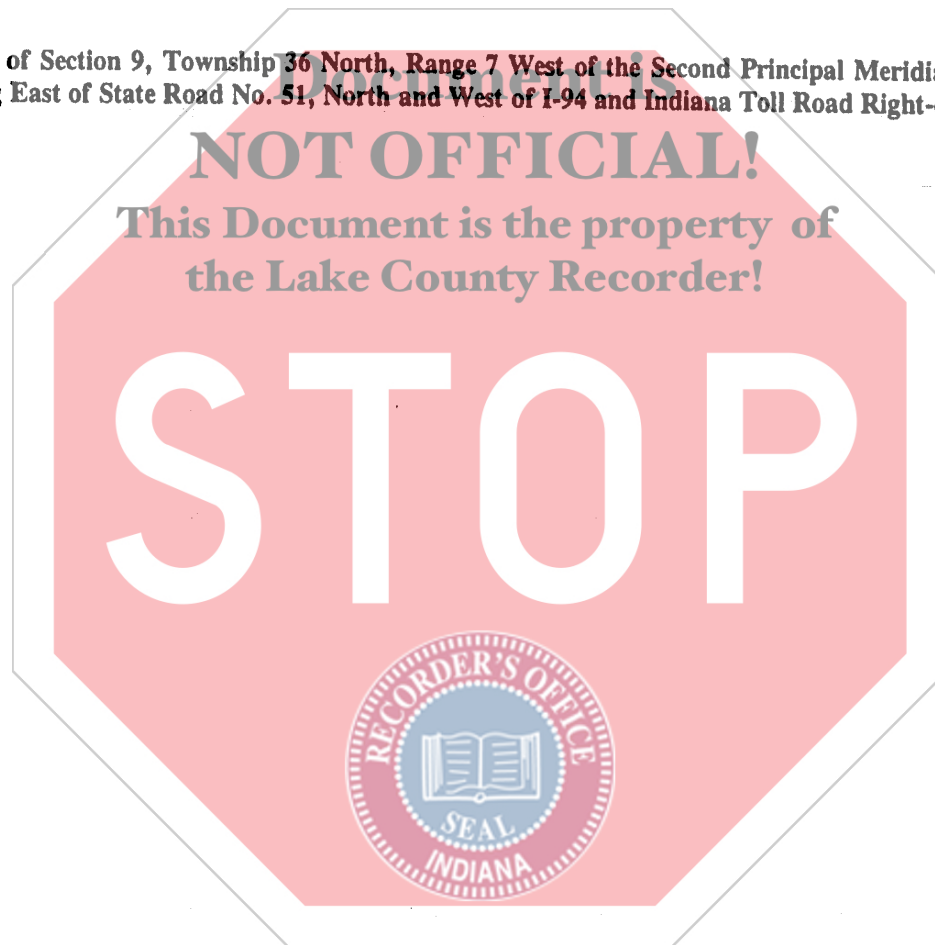
EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated ____day of January, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Welsh Inc., an Indiana corporation, ("Lessor").

The Land is described and/or depicted as follows:

Part of the West Half of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, lying East of State Road No. 51, North and West of I-94 and Indiana Toll Road Right-of-Way and South of Burns Ditch.



and otherwise known as: 1401 Ripley Street, Lake Station, IN 46405
Tax Key: #19-02-15

IN-2791C/Lake Station

EXHIBIT B

DESCRIPTION OF PREMISES

Page 1 of 3

to the Agreement dated ___ day of January, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Welsh Inc., an Indiana corporation, ("Lessor").

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

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NEXTEL LEASE SITE DESCRIPTION

A parcel of land for lease purposes being a part of the West 1/2 of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, described as follows: Commencing at the intersection of the East line of the West 1/2 of the West 1/2 and the South line of Section 9; thence North 00° 04' 00" West along said East line, 3,042.20 feet; thence North 69° 37' 36" East, 814.51 feet to the being the POINT OF BEGINNING; thence North 74° 11' 43" East, 40.00 feet; thence South 15° 48' 17" East, 40.00 feet; thence South 74° 11' 43" West, 40.00 feet; thence North 15° 48' 17" West, 40.00 feet to the Point of Beginning. Containing 1,600 square feet.

STOP

RECORDER'S OFFICE
SEAL
INDIANA

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

EXHIBIT B

DESCRIPTION OF PREMISES

Page 2 of 3

to the Agreement dated ___ day of January, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Welsh Inc., an Indiana corporation, ("Lessor").

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

NEXTEL ACCESS EASEMENT DESCRIPTION

An access easement being a part of the West 1/2 of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, described as follows: Commencing at the intersection of the East line of the West 1/2 of the West 1/2 and the South line of Section 9; thence North 00° 04' 00" West along said East line, 3,042.20 feet; thence North 69° 37' 36" East, 814.51 feet to the POINT OF BEGINNING; thence South 15° 48' 17" East, 40.00 feet; thence South 29° 11' 43" West, 90.43 feet; thence South 4° 18' 41" East, 207.23 feet; thence South 68° 58' 34" West, 718.74 feet; thence South 6° 17' 00" East, 509.90 feet; thence South 72° 55' 18" West, 241.71 feet; thence South 87° 27' 29" West, 688.51 feet; thence 170.66 feet along a curve to the right, having a radius of 106.00 feet and a chord that bears North 46° 25' 07" West, 152.82 feet; thence North 00° 17' 43" West, 279.18 feet; thence South 89° 55' 40" West, 15.24 feet to the East right of way line of State Route No. 51; thence North 00° 04' 20" West along said East line, 12.00 feet; thence North 89° 55' 40" East, 27.20 feet; thence South 00° 17' 43" East, 291.16 feet; thence 151.34 feet along a curve to the left, having a radius of 94.00 feet and a chord that bears South 46° 25' 07" East, 135.52 feet; thence North 87° 27' 29" East, 686.97 feet; thence North 72° 55' 18" East, 230.26 feet; thence North 6° 17' 00" West, 509.22 feet; thence North 68° 58' 34" East, 719.06 feet; thence North 4° 18' 41" West, 201.92 feet; thence North 29° 11' 43" East 89.08 feet; thence North 15° 48' 17" West, 35.03 feet; thence North 74° 11' 43" East, 12.00 feet to the Point of Beginning. Containing 35.417 square feet.

NEXTEL UTILITY EASEMENT DESCRIPTION

A utility easement in the West 1/2 of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian in Lake County, Indiana, described as follows: Commencing at the intersection of the East line of the West 1/2 of the West 1/2 and the South line of Section 9; thence North 00° 04' 00" West along said East line, 3,042.20 feet; thence North 69° 37' 36" East, 814.51 feet; thence North 74° 11' 43" East, 34.15 feet to the POINT OF BEGINNING; thence North 15° 26' 17" East, 37.03 feet; thence South 74° 33' 43" East, 5.00 feet; thence South 15° 26' 17" West, 34.00 feet; thence South 74° 11' 43" West, 5.85 feet to the Point of Beginning. Containing 178 square feet.

EXHIBIT B

DESCRIPTION OF PREMISES
Page 3 of 3

to the Agreement dated ____ day of January, 2000, between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, ("Lessee"), and Welsh Inc., an Indiana corporation, ("Lessor").

The Premises benefited by the Easement within the Property is described and/or depicted as follows:

