

LEASE AGREEMENT

Section 1: Parties

1.1 Landlord's Contact Person

Thomas DeGiulio
Town Manager
(219) 836-8810 (Ext. 6905)

1.2 Landlord's Name and Address

Town of Munster, Lake County, Indiana, a Municipal Corporation
1005 Ridge Road
Munster, Indiana 46321

1.3 Tenant's Contact Person

Sprint National Lease Management,
6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2650,
Overland Park, Kansas 66251-2650,

Sprint Law Department,
6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2020,
Overland Park, Kansas 66251-2020,
Attn.: Sprint PCS Real Estate Attorney

1.4 Tenant's Name and Address

Sprint National Lease Management,
6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2650,
Overland Park, Kansas 66251-2650,

Sprint Law Department,
6391 Sprint Parkway,
Mailstop KSOPHT0101-Z2020,
Overland Park, Kansas 66251-2020,
Attn.: Sprint PCS Real Estate Attorney



Section 2: Terms Used in this Agreement

2.1 Name and address for payment of Rent

Town of Munster, Indiana
1005 Ridge Road
Munster, Indiana 46321

2.2 Taxpayer Identification Number

35-6001128

2.3 Property Identification Number

28-9-46 Unit #18

2.4 Initial Term

Five (5) Years

2.5 Term

The Initial Term, and any Option Period as described in Section 3 below.

2.6 Initial Rent

It would begin \$1,739.00 per month, payable in advance. The total rent for the Initial Term is \$115,309.00 subject to any additions as set forth in accordance with Sections 3.2. and 3.3 (calculation dependent upon September, 2004 start). Exhibit A displays the monthly payments as shall be made over the initial period and beyond.

2.7 Leased Property

Landlord is the owner of a parcel of land (the "Land") and a water tower (the "Water Tower") located in the Town of Munster, County of Lake, State of Indiana, more commonly known as Fisher & White Oak Water Tank; approximately 8845 White Oak Road, Munster, Indiana 46321, (the Water Tower and Land are collectively, the "Property"). The Land is more particularly described in Exhibit B annexed hereto. Landlord hereby grants and leases to Tenant and Tenant leases from Landlord approximately nine hundred (900) square feet of the Land and space on the Water Tower together with such easements for the reasonable ingress and egress thereto over the Land as shown and described on Exhibit C (collectively, the "Leased Property"). The Leased Property may be used by Tenant for a telecommunications facility consisting of up to nine (9) mounted antennae to be located on the Water Tower and a ground level accessory building and the non-exclusive right to run cables under the Land to the Water Tower in areas designated by Landlord to said antennae (the "Cables"). It is understood that the Landlord has leased portions of the Land and the water tower to others, and reserves the right to do the same with respect to those others and this Tenant, provided that at no time shall the ability to perform the terms of this contract by the Tenant be impaired. Tenant has personally inspected the Leased Property and accepts the same "as is" without representation or warranty by Landlord of any kind except as stated herein and with the understanding that Landlord shall have no responsibility with respect thereto.



2.8 Lease

This Lease Agreement including Exhibits A, B, C, D.

2.9 Commencement Date

The term of this Lease Agreement shall commence on the date the Landlord or its designee issues a building permit to the Tenant (the "Commencement Date").

3: Term and Options to Extend

3.1 Initially

Landlord leases the Leased Property to Tenant and Tenant accepts and leases the Leased Property from the Landlord for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date at the Initial Rent as adjusted in succeeding years pursuant to **Section 3.2 and 3.3** below.

3.2 Option to Extend

So long as Tenant is not in default and has continuously used the Leased Property for the use permitted herein during the twelve (12) month period preceding the expiration of the Initial Term or any Renewal Term, Tenant shall have the right to extend this Lease for four (4) additional, five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

3.3 Rent

Tenant agrees that the Initial Monthly Rent shall be increased by the same amount and at the same time that Verizon Communication's rent increases, which date is September 2005 (as shown in Exhibit A). So that the monthly rent shall at all times be parallel in an amount to that paid by Verizon Communications.

The monthly rent for each year during the Option Period(s) after the expiration of the first Option Period shall increase at the rate of 5% for each Option Period, based upon the monthly rent as suggested by any increases to Verizon Communications.

3.4 Additional Yearly Terms

If at the end of the fourth (4th) five (5) year Renewal Term, this Lease has not been terminated by either party giving six (6) months prior written notice to the other, the term of this Lease automatically continues in full force upon the same terms and conditions, including rental terms, for a further one (1) year and for any subsequent annual terms until such time as either party serves notice upon the other of its intentions to terminate the Lease six (6) months prior to the end of any annual term.



Section 4: Cable Connection

All cables installed in the Land or on the Water Tower shall be installed in locations designated by Landlord and affixed in a manner approved by Landlord. All antennae shall be approved in writing by Landlord prior to installation thereof, including, without limitation, approval of the number of antennae, manner of installation, mounting and affixation, size, style, height, safety lighting, and other characteristics of such antennae. Tenant shall pay the actual, third party cost incurred by Landlord to review Tenant's plans, to alter the Water Tower to accommodate Tenant's cable and antennae, and to determine the structural compatibility of Tenant's antennae with the Water Tower.

All cable connections and antennae of Tenant that are placed or lead to the structure shall be placed and secured in a manner safe to all. Tenant shall be solely responsible for securing and maintaining said antennae, cable and other equipment in a safe and secure manner. Landlord shall assume no responsibility for the safety or security of the property of the Tenant upon this location. Tenant shall, upon reasonable notice, make all portions of the building facilities of Landlord available for maintenance or repair, including, but not limited to, reasonable repainting and related work, upon the request, and at the direction of the Landlord. If Tenant's cable and antennae cause damage to the Water Tower or create maintenance requirements over and above the normal maintenance requirements of a Water Tower ("Excessive Maintenance"), Tenant agrees to reimburse Landlord for the cost of any repairs of Excessive Maintenance caused by Tenant's cable and antennae or caused by Tenant or its agents, employees, contractors, licensees or invitees. Landlord agrees to provide Tenant with thirty (30) days advance written notice before Landlord performs any normal maintenance to the Water Tower, including but not limited to, sandblasting and painting.

Landlord agrees, to the extent practicable, to provide Tenant with six (6) months advance written notice before Landlord performs any maintenance to the Water Tower which will require removal of Tenant's antennae or which otherwise will have the effect of materially interfering with Tenant's use of the Water Tower. In the event Landlord's maintenance activities necessitate the removal of Tenant's antennae or will materially interfere with Tenant's use of the Water Tower, the Landlord agrees to provide Tenant with a location (acceptable to Tenant and its radio Frequency engineers) for a temporary installation with which Tenant may continue to provide service to its customers. Landlord and Tenant agree to cooperate with each other concerning the timing of such maintenance activities and the provision of a location for a temporary installation to Tenant, so that Landlord's maintenance activities are timely completed and Tenant's service is at no time interrupted.

STANDARD PROVISIONS

Section 5: Methods of Payment

5.1 First Rent Payment

On the day of the commencement of this Lease, Tenant shall make its first monthly payment, in advance.

5.2 Methods of Payment

In addition to the payment of Rent provided in the Lease, Tenant shall pay to the Landlord, as additional rent, all other sums of money and charges required to be paid by Tenant to Landlord under the Lease, if any such sum or charge is not paid at the time provided in the Lease, it shall nevertheless be collectible with the next installment of rent, provided that nothing contained herein shall be deemed to suspend or delay the payment of such sum or charge to limit any remedy of Landlord in respect to its nonpayment.



In the event Tenant fails to pay within ten (10) days after the same is due and payable any installment of rent or any other sum or charge required to be paid by Tenant to Landlord under the Lease, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum or the highest rate permissible under applicable law, whichever is less until paid.

5.3 Location for Payment

All rent shall be paid to Landlord at the address specified herein or to another person, firm or place which the Landlord may from time to time designate in writing at least forty five (45) days in advance of a rent payment date.

Section 6: Use of Leased Property

Tenant shall use the Leased Property solely for the installation and operation of up to nine (9) antennae and related cabling, for lawful telecommunications purposes and related site preparation, improvements and maintenance purposes in accordance with local rules and governmental regulations and this Lease, and for no other use or purpose whatsoever.

Tenant shall use, keep, maintain, repair, and replace the Leased Property in good safe and clean order, condition and repair and shall keep and use the Leased Property in accordance with all applicable laws, codes, ordinances, rules and regulations applicable thereto.

Only with the express approval of the Landlord, during the term of this Lease and any option period thereof, the Tenant may increase the total number of antennae from 9 to not more than 12, subject to a written agreement between the Landlord and Tenant as to charges terms, and conditions.

Tenant shall not install or maintain any advertising, signage or decoration on or about the Leased Property. Tenant shall not cause nor allow any waste or nuisance on the Leased Property and shall not interfere nor allow its agents, employees, contractors, licensees or invitees to interfere with the use and enjoyment of the Water Tower by Landlord, its agents, employees or contractors or others entitled to the use thereof.

Tenant shall not suffer or give cause for the filing of any mortgage lien, mechanic's lien or other lien or security interest ("Lien") against the Leased Property. In the event any Lien is filed for work claimed to have been done for, or material claimed to have been furnished to the Tenant or otherwise on account of the act or omission of Tenant or its agents, employees or contractors, Tenant shall cause such Lien to be discharged of record within thirty (30) days after filing or, alternatively, Tenant shall furnish to Landlord (or any other entity designated by Landlord) within such thirty (30) day period a bond or other assurances reasonably acceptable to Landlord that such claimed indebtedness as finally determined will be paid by Tenant. Tenant shall indemnify and save harmless Landlord from all costs, losses, expenses, and attorney fees in connection with any such Lien.

Section 7: Tenant's Installation

7.1 Improvements

Prior to the Commencement Date Tenant shall provide Landlord with detailed plans and specifications for antennas, equipment enclosures, fencing, equipment, other personal property, fixtures, cables, transmission lines, and utilities on the Leased Property for approval by Landlord. Upon approval, Tenant

shall promptly construct and install the approved improvements, cables and antennae in accordance with the approved plans and specifications, in a good and workmanlike manner and in compliance with this Lease and applicable codes, laws and regulations. Tenant may from time to time relocate or replace any of these items with new or different items with the same or different specifications so long as their installation is first approved in writing by Landlord and is in compliance with this Lease and applicable laws, ordinances and codes. In the event of emergency, Tenant may relocate or replace any of these items with new or different items with the same or different specifications so long as Landlord is notified within ten (10) business days of said emergency.

7.2 Electric Service

In the event Tenant cannot make a direct connection to the electric utility serving the Leased Property, Landlord shall permit Tenant to connect to Landlord's electrical service, provided, however, such connection and Tenant's use of such electrical service does not impair Landlord's use and enjoyment of the Land. In such case the electrical service shall be metered (or submetered) separately if possible and Tenant shall pay, prior to delinquency, all electrical services shares as metered. If Tenant does use Landlord's electrical services, Landlord will bill Tenant at the end of each month for the actual amount and actual cost of electricity used by Tenant. In any case, Landlord shall allow Tenant to use Landlord's existing wiring and risers at no additional costs so long as such use does not interfere with Landlord's electric service, as Landlord's requirements may change from time to time. Landlord makes no representation or warranty regarding the availability or adequacy of electrical service for the Leased Property. Landlord shall under no circumstance be liable to Tenant for damages for any interruption in electrical or other utility service whether caused by the making of any necessary repairs or improvements, by force majeure or by any cause beyond Landlord's reasonable control.

7.3 Workmanlike Construction/Inspection

Tenant agrees that all installations will be completed in a neat, workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of extending Landlord's electrical service to Tenant's equipment, will be paid by the Tenant. Tenant, at its sole cost and expense, agrees to permit Landlord to select such contractor or contractors as it reasonably believes to be necessary in order to inspect the interior and exterior of the Water Tower following the completion of Tenant's installations upon the Water Tower. In that connection, Tenant agrees to pay for Landlord's reasonable costs to hire a contractor to repair, refurbish and/or paint any portion of the Water Tower affected by Tenant's construction activities. Landlord covenants and agrees that such inspection and related remedial activities will be completed within a reasonable time after Tenant's construction activities have been completed and that such activities will not interfere with Tenant's use of the Leased Property.

7.4 Title to Various Items

Landlord or its successor or transferee, shall, at all times be the sole and exclusive owner of the Leased Property. The Tenant shall at all times be the sole and exclusive owner of the antennas, equipment enclosures, equipment, other personal property, fixtures, transmission lines and cables during the Lease Term other improvements installed by Tenant on Leased Property. Subject to **Section 18**, all permanently affixed improvements and fixtures (other than trade fixtures) shall remain for the benefit of Landlord at the expiration or upon early termination of the Lease.



7.5 Ingress and Egress

Tenant and its authorized representatives shall have the right of ingress and egress to and from the Leased Property twenty-four (24) hours a day, seven days a week, subject, however, to the reasonable rules, regulations and security measures promulgated from time to time by Landlord.

Tenant's right of ingress and egress and Tenant's right to install, maintain, operate, repair and replace Cables under Land and on the Water Tower shall be in common with others entitled to the use of the Land and Water Tower. Landlord shall be entitled to alter, remove, repair, replace, close or restrict access to all or any portion of the Land or Water Tower, as Landlord deems necessary or appropriate for Landlord's public purposes, to conduct repairs, for security purposes or otherwise, and Landlord shall not be subject to any liability by reason thereof. If Landlord desires to permanently alter, remove, replace, close or restrict access to the Leased Property, Tenant shall receive thirty (30) days prior written notice of such event, with which time Landlord and Tenant shall mutually agree to an acceptable alternative means of ingress and egress in a location mutually acceptable to both parties. It is expressly understood that Tenant's unimpeded and unrestricted access to the Leased Property is essential to Tenant's ability to quietly use and enjoy the Leased Property, and the parties agree to cooperate to ensure that access is (and remains) available to Tenant during the Term of this Lease, including during any Renewal Term(s) or extension thereof.

Section 8: Taxes

Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property and any improvements made by Tenant. Tenant shall pay such personal property taxes upon receipt of a copy of the tax bill.

Section 9: Indemnification**9.1 By Tenant**

Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any claim of liability or loss from personal injury or property damage in connection with the Leased property or resulting from or arising out of the use and occupancy of the Leased Property by Tenant or its agents, employees, contractor, licensees, or invitees, excepting, however, such claims or damages as may be due to or caused by the acts of the Landlord or its agents.

Tenant shall maintain in full force and effect throughout the Lease Term policies of comprehensive general public liability and property damage insurance, issued by a company or companies and in form satisfactory to Landlord, naming Landlord as an additional insured, and covering any and all claims for injuries to or death of persons and damage to property occurring in or upon the Leased Property in amounts not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person; One Million Dollars (\$1,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and Two Hundred Fifty Thousand Dollars (\$250,000.00) for damaged property arising out of any one accident or occurrence. If it is later becomes prudent based upon generally accepted industry practices, to carry higher limits of liability coverage, Tenant shall, if requested by Landlord, increase the foregoing coverage to then commercially reasonable limits.



9.2 By Landlord

Landlord hereby agrees to indemnify, defend and hold Tenant harmless from and against any claim of liability resulting from the gross negligence or willful misconduct of Landlord or its agents, employees, contractors, licensees, or invitees in connection with the Leased Property or resulting from or arising out of the use and occupancy of the Leased Property by Landlord or its agents, employees, contractors, licensees or invitees, excepting, however, such claims or damages as may be due to or caused by the acts of the Tenant or its agents.

9.3 Subrogation

Neither the Landlord nor the Tenant, or any insured thereof, shall be subrogated to any payment made by either one of them, or their insurer or representative, against the other. The intention of this paragraph if an insurer of the Landlord or an insurer of the Tenant makes a payment to discharge a claim or demand, that insurance company is not to be subrogated to a claim against the non-paying Landlord or the non-paying Tenant.

Section 10: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease, as follows:

10.1 Authority

Landlord is solvent and the owner of the Leased Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this Leased Property.

10.2 No Condemnation

Landlord has received no actual or constructive notice of any condemnations or eminent domain proceedings or negotiations for the purchase of the Leased Property, or any part, instead of condemnation.

10.3 No Unrecorded Liens

Landlord has not performed and has not caused to be performed any work for which payment has not been made on the Leased Property during the six months preceding the date of this lease which could not give rise to any mechanic's or materialmen's liens. To Landlord's knowledge, without investigation, there are no unrecorded easements or agreements affecting the Leased Property.

Section 11: Assignment, Sublease

The Tenant shall not sublease or assign this Lease or any of its rights under this Lease, in whole or part, and no part of the Leased Property may be subleased by Tenant, without Landlord's consent except to Tenant's parent or subsidiary or any business entity or partnership affiliated with it or Tenant by common ownership. Any other assignment or sublease by Tenant shall be with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Section 12: Defaults**12.1 By Tenant**

Each of the following shall be deemed a default by Tenant:

- (a) Tenant's failure to pay rent as provided in the Lease when due and such failure for fifteen (15) days after receipt of notice from Landlord;
- (b) Tenant's failure to perform or observe any other term, condition or covenant of the Lease to be performed or observed by Tenant and such failure continues for thirty (30) days (or such longer period as is necessary) after receipt of notice from Landlord specifying the nature of the default;
- (c) The sale of Tenant's leasehold interest hereunder pursuant to execution; the adjudication of Tenant as a bankrupt; the making by Tenant of a general assignment for the benefit of creditors; the appointment of a receiver in equity for Tenant's property is such appointment is not vacated or otherwise terminated within forty-five (45) days from the date of such appointment; the appointment of a trustee, custodian or receiver for Tenant's property in a reorganization, arrangement or other bankruptcy proceeding if such appointment is not vacated or set aside within forty-five (45) days from the date of such appointment; Tenant's filing of a voluntary petition in bankruptcy or for reorganization or arrangement; or Tenant's filing of an answer admitting bankruptcy or agreeing to reorganization or arrangement.

In the event of any default provided above without any further demand or notice, Landlord, in addition to any other rights or remedies at law or in equity, may:

- (a) Elect to terminate the Lease;
- (b) Perform the covenant or covenants of Tenant which are in default (entering upon the Leased Property for such purpose, if necessary); and Landlord's performance of any such covenant shall neither subject Landlord to liability for any loss, inconvenience or damage to Tenant nor be construed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect of such default, or as a waiver of any covenant, term or condition of the Lease; or
- (c) Immediately re-enter upon the Leased Property, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and for the account of Tenant, all as may be permitted by law, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and without such re-entry being deemed to terminate the Lease.

In the event Landlord re-enters upon the Leased Property as provided in Clause (c) above, or takes possession of the Leased Property pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate the Lease, or from time to time without termination of this Lease, make alterations and repairs for purpose of re-letting the Leased Property and re-let the Leased Property or any part thereof for such term or terms (which may extend beyond the term of this Lease) at such rental and upon such other terms and conditions as Landlord in its sole discretion deems advisable. Upon each re-letting, all rental received from such re-letting shall be applied: first to payment of costs of such alterations and repairs; second, to the payment of rent and any other indebtedness due and unpaid hereunder; and the remainder, if any, shall be held by Landlord and applied in payment of future rents as it becomes due and payable hereunder. If the rentals received from such re-letting during any month are less than amounts to be paid hereunder by Tenant during that month, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No re-entry or taking of possession by Landlord of the Leased Property shall be construed as an election to terminate this Lease



unless a written notice of termination is given to Tenant. Notwithstanding any re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for Tenant's previous default.

Notwithstanding any election by Landlord of any right or remedy set forth herein, and in addition to any other remedies Landlord may have, Landlord shall be entitled at any time and from time to time after default by Tenant hereunder, to recover from Tenant all damages Landlord may incur by reason of such default, including, without limitations all loss or damage sustained in connection with such default, costs of performing any covenant or covenants of Tenant, costs of recovering possession of, altering, repairing and re-letting the Leased Property, reasonable attorney fees and collection costs, and any other loss, cost, damage or expense incurred by Landlord.

Notwithstanding any election by Landlord of any right or remedy set forth herein, notwithstanding termination of this Lease or eviction of Tenant, and in addition to any other remedies Landlord may have, Landlord shall be entitled at any time and from time to time after default by Tenant hereunder, to recover from Tenant an amount equal to the rent and additional rent which would become payable under this Lease for the remainder of the Lease Term, without deduction or diminution and without relief from valuation or appraisal laws. All such amounts shall be immediately due and payable by Tenant to Landlord. Neither termination of this Lease, nor eviction of Tenant for a default under or breach of this Lease shall release Tenant from liability for the payment of all rent for the balance of the term of this Lease.

12.2 By Landlord

Landlord shall in no event be charged with default in the performance of any of its obligations under this lease unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform such obligation or remedy such default, and such default has not been cured after thirty (30) days (or such additional time as is reasonably required to correct any such default) from Landlord's receipt of such notice from Tenant. If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's cost of expense of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of rent including the Initial Rent, during any period in which Landlord is in default of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (a) and document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated; (b) any easement; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

Section 13: Condemnation

In the event any of the Leased Property is taken in a condemnation proceeding, or sold in lieu of condemnation, then at Tenant's option (exercised by notice to the other party) this Lease may be terminated as of the date of the event and Tenant shall be liable for rental and other payments only until the date on which the Leased Property is vacated. In the event of condemnation, Tenant's share of any condemnation award or proceeds from the sale in lieu of condemnation shall be limited to compensation for Tenant's antennas, improvements, transmission lines and equipment, and Tenant's cost of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.



Section 14: Casualty

In the event the Leased Property is destroyed or damaged in whole or in material part by casualty during the term of this Lease or any option thereafter, then either the Landlord or the Tenant may terminate this Lease as of the date of the event, or within a period of ninety (90) days thereafter, and no further Rent shall be due under the termination section or other sections of this Lease. If neither party exercises its right to terminate this Lease, then after ninety (90) days or as soon thereafter as the repair replacement work can be completed, the Lease payments shall resume, the term of the Lease shall automatically be extended by the amount of time during which the Tenant was unable to conduct its business affairs, and the rights, duties and obligations of the parties shall continue as if there was no casualty.

Section 15: Quiet enjoyment

Landlord covenants and agrees that upon full and timely payment by the Tenant of the rent under this Lease and upon the full and timely observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, and subject to the rights of any other tenants and/or other service providers having telecommunications equipment installed upon the Water Tower, Tenant shall peaceably and quietly enjoy the Leased Property, the rights and privileges granted for the term demised without hindrance or interference by Landlord or any other persons claiming by or through Landlord and Landlord shall perform all of its obligations under this Lease.

Section 16: Termination by Tenant

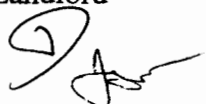
In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this lease at any time, for any reason, upon six (6) months written notice to Landlord and payment of six (6) months rental at the then current rate.

Section 17: Termination by Landlord

In the event Landlord determines that Tenant's antennae or Cables impair the Landlord's use and enjoyment of the Water Tower, in the event of any fire, casualty or damage to the Water Tower, in the event Landlord desires to alter, remove, replace or otherwise modify the Water Tower in a manner inconsistent with Tenant's use of the Leased Property, or in the event Tenant ceases to use the Leased Property for a period of six (6) months or more, then upon one hundred and eighty (180) days prior written notice to Tenant, Landlord shall have the right to terminate this Lease. In the event Landlord exercises this right, Landlord may provide permission to construct a tower on another property of Landlord in a location acceptable to Tenant and selected by Landlord so as to minimize the impact of such termination on Tenant's customer.

Section 18: Removal of Equipment

At or before the termination of this Lease, or any option period thereafter, or at its earlier termination or cancellation for any reason, Tenant at its sole expense shall remove from the Leased Property all above-grade improvements, including all of its antennas, antenna structures, equipment enclosures, transmitting and receiving equipment, transmitting lines, other personal property, fixtures and other improvements (except underground wiring, driveways, sidewalks and foundations). Tenant shall leave all fencing unless, prior to the effective date of the expiration, termination or cancellation, Landlord



requests removal. Tenant shall have up to the effective date of the expiration, termination or cancellation to complete removal of all items. If Tenant requires any period after the effective date for such removal or otherwise remains in possession of the Leased Property beyond the expiration or earlier termination of the Lease, Tenant shall pay to Landlord 150% of then current monthly rent (or in the case of annual rent 150% of one-twelfth (1/12) of the annual rent) in advance for each thirty (30) day period or portion thereof Tenant requires to complete the removal or otherwise remains in possession of the Leased Property beyond the expiration or earlier termination of the Lease.

Tenant shall repair any and all damage caused by removal of Tenant's property. Any property of Tenant remaining on the Leased Property after the expiration of the Lease Term or other termination of the Lease, which property was to be removed by Tenant hereunder, shall be deemed abandoned and Landlord shall be entitled to retain the same for its use or to remove and dispose of such property at Tenant's sole cost and expense. The obligations of Tenant hereunder shall expressly survive the expiration or earlier termination of the Lease.

Section 19: Lease Construction

This Lease shall be construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

Section 20: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of the Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

Section 21: Successors

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns and/or sub tenants of the parties and any grantee of Landlord.

Section 22: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).



Section 23: Estoppel Certificates

During the Term of this Lease, either party shall, upon twenty (20) day's prior written request by the other, deliver to the requesting party a statements in writing certifying that this Lease is unmodified and in full force and effect (or if modified, in effect as modified and set forth the modifications and the dates of the modifications), the date to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering, the certificate, the requesting party is in default in performance of any agreement contained in this Lease and, if so, specifying each default and whether there are any counterclaims.

Section 24: Lease Memorandum

On or before the Commencement Date, the parties will have executed a Memorandum of Lease, (Exhibit D), provided, Tenant has caused a legal description to be prepared containing only the Leased Property and not any of the Landlord's land which is not encumbered by this Lease, Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record or re-record a modified Memorandum of Lease or a supplement to the Memorandum of Lease.

Section 25: Performance

Time is of the essence in this Lease.

Section 26: Broadcast Interference**26.1 Definition**

As used in this Lease, "interference" with a broadcasting activity means:

- (a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or
- (b) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

26.2 Removal

Tenant shall take reasonable actions to prevent and properly remove any interference with broadcast activities of Landlord or other tenants of Landlord caused by Tenant's use of the Leased Property. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees or agents use of the Leased Property so long as Tenant is not in default beyond any applicable notice and cure period. Tenant shall have 30 days to identify and remedy in good faith any interference caused by tenant. Landlord shall not enter into any agreement to install or permit to be installed any telecommunications equipment unless Tenant determines in its good faith commercially reasonable business judgment following receipt of prior written notice from Landlord regarding any such installation, that such installation will not cause interference with Tenant's broadcast activities from the



Leased Property. Notwithstanding the forgoing, Landlord shall have the right to place any communication system at the Leased Property which is required by Law or which Landlord in the exercise of good faith, will reasonably use in the operation of the Water Tower or its Utility or another public purpose.

26.3 Collocation

Subject to the condition regarding the installation of any additional telecommunications equipment contained in Section 26.1 and/or 26.2 above, Tenant covenants and agrees to use its good faith best efforts to cooperate with Landlord and/or any other service providers wishing to install additional telecommunications equipment upon the Water Tower, provided that any such additional telecommunications equipment will not, in the Landlord's discretion, materially impair or otherwise diminish the structural integrity of the Water Tower for its principal use or Tenant's thereof.

Section 27: Environmental Matters

27.1 Definition

For purposes of this Lease:

- (a) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.
- (b) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in Applicable Environmental Laws.

27.2 No Hazardous Material

To the knowledge of Landlord, the Leased Property is not, as of the Commencement Date of this Lease, contaminated by the presence of any Hazardous Material on, under or at the Premises or any part thereof.

27.3 Tenant's Indemnity

Tenant indemnifies the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape seepage, leakage, spillage, discharge, emissions, discharge or release from the Leased Property or into or upon any land, the atmosphere or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant, or its agents, employees or contractors.



27.4 Tenant's Non-Responsibility

Notwithstanding the foregoing, Tenant shall not be required to indemnify or hold harmless Landlord from or against any liability for any Hazardous Material existing on the Leased Property prior to the Commencement Date or thereafter caused directly by Landlord or its agents, employees, contractors, licensees, tenants or invitees.

27.5 Survival

The provisions of and undertakings and indemnifications set out in this Section shall survive the termination of this Lease.

Section 28: Landlord's Access to Leased Property

Upon notice to Tenant, Landlord shall be entitled and Tenant shall permit Landlord and its agents, employees, licensees and invitees to enter upon the Leased Property at all reasonable times to inspect and examine the Leased Property, to make such repairs (including the bringing of materials and equipment that may be required therefore into or upon the Lease Property) as Landlord may deem necessary or which the Tenant has agreed herein but failed to make, or to exercise Landlord's rights under the Lease without any such act constituting an eviction of Tenant in whole or part, without rent in any manner abating while such activities or repairs are being performed by reason of loss or interruption of Tenant's business, and without responsibility for any loss or damage resulting solely and directly from the willful misconduct of Landlord, its agents, employees, contractors, licensees or invitees. If Tenant is not present to open and permit an entry by Landlord into the Leased Property at any time when entry therein is necessary because of an emergency, Landlord or its agents may forcibly enter the Leased Property without rendering Landlord or its agents liable therefore and without in any manner affecting the obligations and covenants under the Lease, provided that Landlord shall repair any damage to the Leased Property caused by such forced entry. Landlord's foregoing right of entry shall not be construed to impose upon Landlord any obligation or liability whatsoever for the maintenance or repair of the Leased Property except as expressly provided in the Lease.

Section 29: Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent; nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's rights to recover the balance of such rent or to pursue any other remedy provided in the Lease.

Section 30: Waivers

No waiver of any covenant or condition nor the breach of any covenant or condition of this Lease shall be deemed to constitute a waiver of any subsequent breach of such covenant or condition, nor justify or authorize a nonobservance on any occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of rent by Landlord at any time when Tenant is in default of any covenant or condition of the Lease be construed as a waiver of such default or of Landlord's right to terminate the Lease on account of such default.

Section 31: Broker

Tenant hereby represents and warrants to Landlord that it will bear all costs associated with employment of any broker or surveyor relating to this Lease or the Leased Property.

This Agreement is agreed to and effective as of the later of the two dates below:

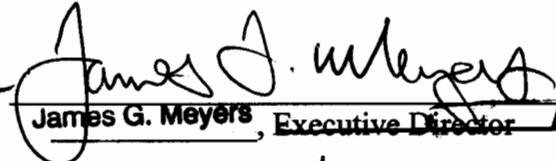
LANDLORD

TENANT

TOWN OF MUNSTER

SprintCom, Inc., a Kansas Corporation


David B. Nellans, Council President

By: 
James G. Meyers, Executive Director **AVP Site Delivery**

Date: DEC. 21, 2004

Date: 11 / 9 / 04

ATTEST:


David F. Shafer, Clerk-Treasurer

EXHIBIT A

EXHIBIT A

Sprint Wireless Lease Payment Schedule

Initial Term		Lease Year 1		Lease Year 2		Lease Year 3		Lease Year 4		Lease Year 5	
Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease
December 2004	1,739	December 2005	1,826	December 2006	1,917	December 2007	2,013	December 2008	2,114	December 2009	2,114
January 2005	1,739	January 2006	1,826	January 2007	1,917	January 2008	2,013	January 2009	2,114	January 2010	2,114
February 2005	1,739	February 2006	1,826	February 2007	1,917	February 2008	2,013	February 2009	2,114	February 2010	2,114
March 2005	1,739	March 2006	1,826	March 2007	1,917	March 2008	2,013	March 2009	2,114	March 2010	2,114
April 2005	1,739	April 2006	1,826	April 2007	1,917	April 2008	2,013	April 2009	2,114	April 2010	2,114
May 2005	1,739	May 2006	1,826	May 2007	1,917	May 2008	2,013	May 2009	2,114	May 2010	2,114
June 2005	1,739	June 2006	1,826	June 2007	1,917	June 2008	2,013	June 2009	2,114	June 2010	2,114
July 2005	1,739	July 2006	1,826	July 2007	1,917	July 2008	2,013	July 2009	2,114	July 2010	2,114
August 2005	1,739	August 2006	1,826	August 2007	1,917	August 2008	2,013	August 2009	2,114	August 2010	2,114
September 2005	1,826	September 2006	1,917	September 2007	2,013	September 2008	2,114	September 2009	2,219	September 2010	2,219
October 2005	1,826	October 2006	1,917	October 2007	2,013	October 2008	2,114	October 2009	2,219	October 2010	2,219
November 2005	1,826	November 2006	1,917	November 2007	2,013	November 2008	2,114	November 2009	2,219	November 2010	2,219
	\$ 21,129		\$ 22,185		\$ 23,296		\$ 24,459		\$ 25,682		\$ 26,962
5-YEAR TOTAL \$ 116,750											

Extension Years		Lease Year 6		Lease Year 7		Lease Year 8		Lease Year 9		Lease Year 10	
Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease
December 2010	2,219	December 2011	2,330	December 2012	2,447	December 2013	2,569	December 2014	2,698	December 2015	2,833
January 2011	2,219	January 2012	2,330	January 2013	2,447	January 2014	2,569	January 2015	2,698	January 2016	2,833
February 2011	2,219	February 2012	2,330	February 2013	2,447	February 2014	2,569	February 2015	2,698	February 2016	2,833
March 2011	2,219	March 2012	2,330	March 2013	2,447	March 2014	2,569	March 2015	2,698	March 2016	2,833
April 2011	2,219	April 2012	2,330	April 2013	2,447	April 2014	2,569	April 2015	2,698	April 2016	2,833
May 2011	2,219	May 2012	2,330	May 2013	2,447	May 2014	2,569	May 2015	2,698	May 2016	2,833
June 2011	2,219	June 2012	2,330	June 2013	2,447	June 2014	2,569	June 2015	2,698	June 2016	2,833
July 2011	2,219	July 2012	2,330	July 2013	2,447	July 2014	2,569	July 2015	2,698	July 2016	2,833
August 2011	2,219	August 2012	2,330	August 2013	2,447	August 2014	2,569	August 2015	2,698	August 2016	2,833
September 2011	2,330	September 2012	2,447	September 2013	2,569	September 2014	2,698	September 2015	2,833	September 2016	3,074
October 2011	2,330	October 2012	2,447	October 2013	2,569	October 2014	2,698	October 2015	2,833	October 2016	3,074
November 2011	2,330	November 2012	2,447	November 2013	2,569	November 2014	2,698	November 2015	2,833	November 2016	3,074
	\$ 28,968		\$ 28,315		\$ 28,730		\$ 31,217		\$ 32,778		\$ 34,417
5-YEAR TOTAL \$ 149,008											

Cumulative Total		Lease Year 11		Lease Year 12		Lease Year 13		Lease Year 14		Lease Year 15	
Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease	Month	Monthly Lease
December 2010	2,833	December 2011	2,974	December 2012	3,123	December 2013	3,279	December 2014	3,443	December 2015	3,615
January 2011	2,833	January 2012	2,974	January 2013	3,123	January 2014	3,279	January 2015	3,443	January 2016	3,615
February 2011	2,833	February 2012	2,974	February 2013	3,123	February 2014	3,279	February 2015	3,443	February 2016	3,615
March 2011	2,833	March 2012	2,974	March 2013	3,123	March 2014	3,279	March 2015	3,443	March 2016	3,615
April 2011	2,833	April 2012	2,974	April 2013	3,123	April 2014	3,279	April 2015	3,443	April 2016	3,615
May 2011	2,833	May 2012	2,974	May 2013	3,123	May 2014	3,279	May 2015	3,443	May 2016	3,615
June 2011	2,833	June 2012	2,974	June 2013	3,123	June 2014	3,279	June 2015	3,443	June 2016	3,615
July 2011	2,833	July 2012	2,974	July 2013	3,123	July 2014	3,279	July 2015	3,443	July 2016	3,615
August 2011	2,833	August 2012	2,974	August 2013	3,123	August 2014	3,279	August 2015	3,443	August 2016	3,615
September 2011	2,974	September 2012	3,123	September 2013	3,279	September 2014	3,443	September 2015	3,615	September 2016	3,890
October 2011	2,974	October 2012	3,123	October 2013	3,279	October 2014	3,443	October 2015	3,615	October 2016	3,890
November 2011	2,974	November 2012	3,123	November 2013	3,279	November 2014	3,443	November 2015	3,615	November 2016	3,890
	\$ 34,417		\$ 36,138		\$ 37,944		\$ 39,842		\$ 41,834		\$ 43,922
5-YEAR TOTAL \$ 180,174											

Cumulative Total \$ 455,930

EXHIBIT A

EXHIBIT A

Sprint Wireless Lease Payment Schedule

Extension Years																			
Lease Year 16				Lease Year 17				Lease Year 18				Lease Year 19				Lease Year 20			
Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease		
December	2019	3,615	December	2020	3,796	December	2021	3,988	December	2022	4,185	December	2023	4,384	December	2024	4,588		
January	2020	3,615	January	2021	3,796	January	2022	3,988	January	2023	4,185	January	2024	4,384	January	2025	4,588		
February	2020	3,615	February	2021	3,796	February	2022	3,988	February	2023	4,185	February	2024	4,384	February	2025	4,588		
March	2020	3,615	March	2021	3,796	March	2022	3,988	March	2023	4,185	March	2024	4,384	March	2025	4,588		
April	2020	3,615	April	2021	3,796	April	2022	3,988	April	2023	4,185	April	2024	4,384	April	2025	4,588		
May	2020	3,615	May	2021	3,796	May	2022	3,988	May	2023	4,185	May	2024	4,384	May	2025	4,588		
June	2020	3,615	June	2021	3,796	June	2022	3,988	June	2023	4,185	June	2024	4,384	June	2025	4,588		
July	2020	3,615	July	2021	3,796	July	2022	3,988	July	2023	4,185	July	2024	4,384	July	2025	4,588		
August	2020	3,615	August	2021	3,796	August	2022	3,988	August	2023	4,185	August	2024	4,384	August	2025	4,588		
September	2020	3,796	September	2021	3,988	September	2022	4,185	September	2023	4,384	September	2024	4,614	September	2025	4,844		
October	2020	3,796	October	2021	3,988	October	2022	4,185	October	2023	4,384	October	2024	4,614	October	2025	4,844		
November	2020	3,796	November	2021	3,988	November	2022	4,185	November	2023	4,384	November	2024	4,614	November	2025	4,844		
		\$ 43,925		\$ 46,122		\$ 48,428		\$ 50,849		\$ 53,392		\$ 55,989		\$ 58,646		\$ 61,354			

Cumulative Total \$ 698,646

Extension Years																			
Lease Year 21				Lease Year 22				Lease Year 23				Lease Year 24				Lease Year 25			
Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease	Month	Year	Monthly Lease		
December	2024	4,614	December	2025	4,845	December	2026	5,087	December	2027	5,341	December	2028	5,608	December	2029	5,889		
January	2025	4,614	January	2026	4,845	January	2027	5,087	January	2028	5,341	January	2029	5,608	January	2030	5,889		
February	2025	4,614	February	2026	4,845	February	2027	5,087	February	2028	5,341	February	2029	5,608	February	2030	5,889		
March	2025	4,614	March	2026	4,845	March	2027	5,087	March	2028	5,341	March	2029	5,608	March	2030	5,889		
April	2025	4,614	April	2026	4,845	April	2027	5,087	April	2028	5,341	April	2029	5,608	April	2030	5,889		
May	2025	4,614	May	2026	4,845	May	2027	5,087	May	2028	5,341	May	2029	5,608	May	2030	5,889		
June	2025	4,614	June	2026	4,845	June	2027	5,087	June	2028	5,341	June	2029	5,608	June	2030	5,889		
July	2025	4,614	July	2026	4,845	July	2027	5,087	July	2028	5,341	July	2029	5,608	July	2030	5,889		
August	2025	4,614	August	2026	4,845	August	2027	5,087	August	2028	5,341	August	2029	5,608	August	2030	5,889		
September	2025	4,845	September	2026	5,087	September	2027	5,341	September	2028	5,608	September	2029	5,889	September	2030	6,180		
October	2025	4,845	October	2026	5,087	October	2027	5,341	October	2028	5,608	October	2029	5,889	October	2030	6,180		
November	2025	4,845	November	2026	5,087	November	2027	5,341	November	2028	5,608	November	2029	5,889	November	2030	6,180		
		\$ 56,061		\$ 58,884		\$ 61,807		\$ 64,838		\$ 67,973		\$ 71,214		\$ 74,561		\$ 78,014			

25 YEAR LEASE TOTAL \$ 1,008,419

EXHIBIT B

LEGAL DESCRIPTION OF THE LEASED PROPERTY

LEGAL DESCRIPTION:

That part of the southwest quarter of Section Twenty (20), Township Thirty-Six (36) north, range nine (9) west of the second principal meridian, commencing at a point on the west line of said section which is 54 feet north of the southwest corner of said section; thence north on the section line, 180.38 feet; thence east, 325.71 feet to a point which is 234.05 feet north of the south line of said section; thence south, 180.05 feet to a point which is 325.49 feet east of the west line of said section; thence west, 325.49 feet to the place of beginning, containing 1.347 acres, more or less, in the town of Munster, Lake County, Indiana.

LEASE SITE DESCRIPTION:

A parcel of land for lease site purposes located in that part of the southwest quarter of Section 20, Township 36 North, Range 9 west of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet; thence N.01°02'20"W., 122.74 feet to a point of beginning; thence continuing N.01°02'20"W., 40.00 feet; thence S.88°57'40"W., 22.00 feet; thence S.01°02'20"E., 40.00 feet; thence N.88°57'40"E., 22.00 feet to the point of beginning, containing 0.0202 acres, more or less, in the Town of Munster, Lake County, Indiana.

ACCESS EASEMENT DESCRIPTION:

A parcel of land for access easement purposes located within that part of the southwest quarter of Section 20, Township 36 North, Range 9 West of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section: thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet to a point of beginning; thence N.01°02'20"W., 162.74 feet; thence N.88°57'40"E., 12.00 feet; thence S.01°02'20"E., 6.75 feet; thence S.46°02'21"E., 7.07 feet; thence N.88°57'40"E., 15.00 feet; thence S.01°02'20"E., 12.00 feet; thence S.81°31'28"W., 15.55 feet; thence S.55°49'53"W., 5.47 feet; thence S.01°02'20"E., 134.24 feet to a point 54.00 feet north of the south line of the southwest quarter of said Section 20; thence N.89°49'55"W., along a line 54.00 feet north and parallel with the south line of the southwest quarter of said Section 20, 12.00 feet to the point of beginning, containing 0.0514 acres, more or less, in the Town of Munster, Lake County, Indiana.



EXHIBIT B CONTINUED

UTILITY EASEMENT NO. 1 DESCRIPTION:

A parcel of land for utility easement purposes located within that part of the southwest quarter of Section 20, Township 36 North, Range 9 West of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet to a point of beginning; thence N.01°02'20"W., 122.74 feet; thence S.88°57'40"W., 8.00 feet; thence S.01°02'20"E., 122.57 feet to a point 54.00 feet north of the south line of the southwest quarter of said Section 20; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 8.00 feet to the point of beginning, containing 0.225 acres, more or less, in the Town of Munster, Lake County, Indiana.

UTILITY EASEMENT NO. 2 DESCRIPTION:

A parcel of land for utility easement purposes located in that part of the southwest quarter of Section 20, Township 36 North, Range 9 West of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet; thence N.01°02'20"W., 122.74 feet; thence S.88°57'40"W., 22.00 feet to a point of beginning; thence S.88°57'40"W., 6.01 feet; thence N.01°02'20"W., 38.08 feet; thence N.89°46'27"W., 176.37 feet to the west line of the southwest quarter of said Section 20; thence N.00°31'42"W., along the west line of the southwest quarter of said Section 20, 20.00 feet; thence S.89°46'27"E., 182.20 feet; thence S.01°02'20"E., 57.95 feet to the point of beginning, containing 0.0889 acres, more or less in the Town of Munster, Lake County, Indiana.

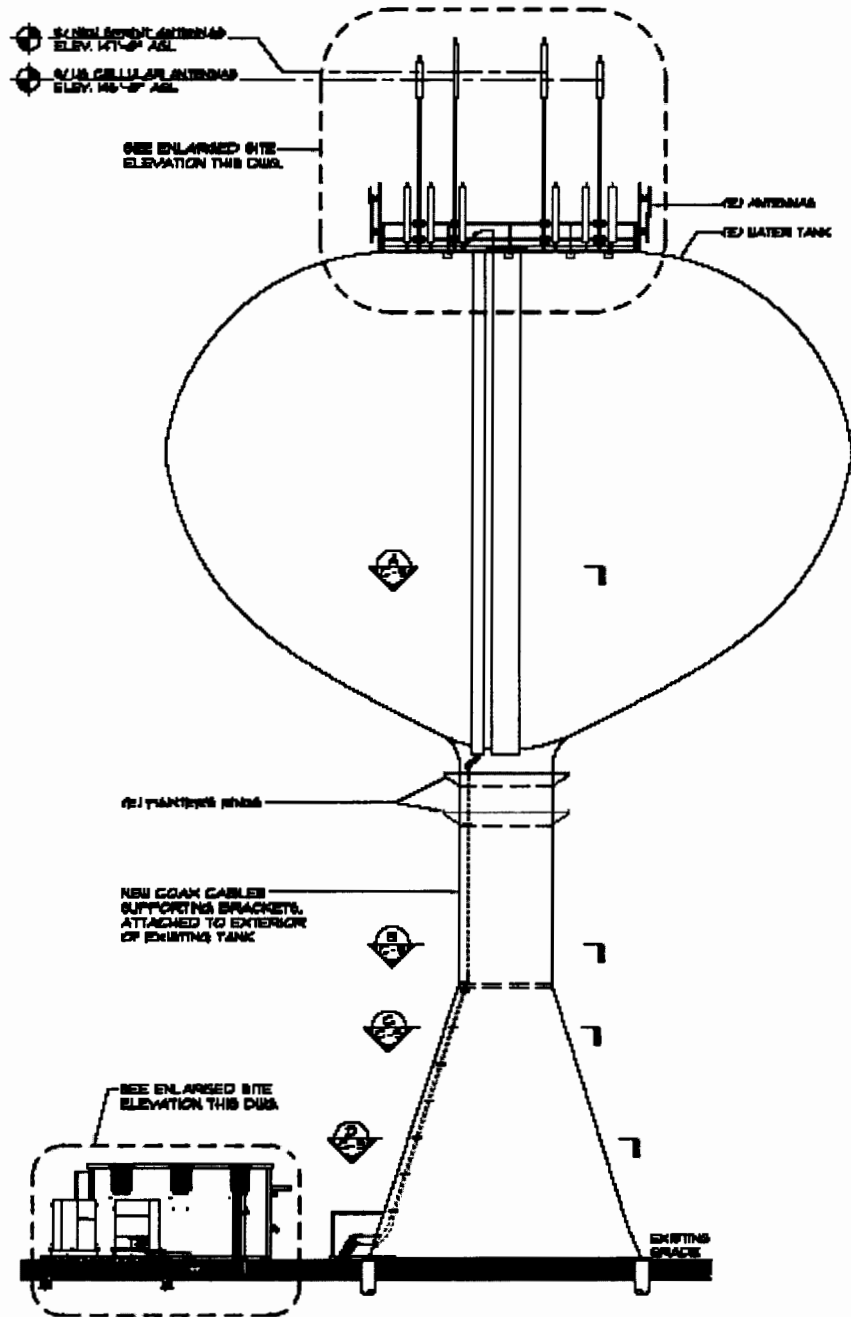
UTILITY EASEMENT NO. 3 DESCRIPTION:

A parcel of land for utility easement purposes located in that part of the southwest quarter of Section 20, Township 36 North, Range 9 west of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet; thence N.01°03'00"W., 151.19 feet to a point of beginning; thence N.01°02'20"W., 9.61 feet; thence S.57°21'27"E., 55.89 feet; thence S.25°09'03"W., 7.97 feet; thence N.57°27'51"W., 51.60 feet to the point of beginning, containing 0.0098 acres, more or less, in the Town of Munster, Lake County, Indiana.

EXHIBIT C

EXHIBIT MAY BE REPLACED AFTER CHICAGO BRIDGE & IRON APPROVAL



Owner Initials:
Sprint PCS Initials:

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

Site Name: Munster Water Tower

Site Number: CH60XC216C

After Recording Return to:

LCC
800 N. Roosevelt Rd., Bldg. A, Ste. 218
Glen Ellyn, IL 60137

Site Name: Munster Water Tower

Site No: CH60XC216C

PIN No: 28-9-46 Unit #18

**Exhibit D:
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Memorandum") dated _____, 20__, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated _____, 20__, between The Town of Munster ("Owner") and SprintCom, Inc., a Kansas Corporation ("Sprint PCS"). The Agreement provides in part that Owner leases to Sprint PCS certain real property owned by Owner and located at 8845 White Oak Road situated in the Town of Munster, County of Lake, State of Indiana, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. **The term of the Agreement is 5 years commencing on _____, 20__, which term is subject to 4 additional 5-year extensions that may be exercised by Sprint PCS.**

The parties have executed this Memorandum as of the day and year first above written.

OWNER

Town of Munster
a(n) _____

By: _____

Name: _____

Title: _____

Address: 1005 Ridge Road
Munster, IN 46321

See Exhibit B1 for continuation of Owner signatures

Owner Initials: _____

Sprint PCS Initials: _____

SPRINT PCS

SprintCom, Inc.,
a Kansas Corporation

By: _____

Name: _____

Title: _____

Address: _____

Prepared by: LCC International, Inc. 800 N. Roosevelt Road,
Building A, Suite 218, Glen Ellyn, IL 60137



OWNER NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires: _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

SPRINT PCS NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ SprintCom, Inc., a Kansas Corporation who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF _____

My commission expires: _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

**EXHIBIT A
To Memorandum of Agreement**

Site Description

Site located at 8845 White Oak Road, Munster, Indiana 46321, County of Lake, commonly described as follows:

LEGAL DESCRIPTION:

That part of the southwest quarter of Section Twenty (20), Township Thirty-Six (36) north, range nine (9) west of the second principal meridian, commencing at a point on the west line of said section which is 54 feet north of the southwest corner of said section; thence north on the section line, 180.38 feet; thence east, 325.71 feet to a point which is 234.05 feet north of the south line of said section; thence south, 180.05 feet to a point which is 325.49 feet east of the west line of said section; thence west, 325.49 feet to the place of beginning, containing 1.347 acres, more or less, in the town of Munster, Lake County, Indiana.

LEASE SITE DESCRIPTION:

A parcel of land for lease site purposes located in that part of the southwest quarter of Section 20, Township 36 North, Range 9 west of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet; thence N.01°02'20"W., 122.74 feet to a point of beginning; thence continuing N.01°02'20"W., 40.00 feet; thence S.88°57'40"W., 22.00 feet; thence S.01°02'20"E., 40.00 feet; thence N.88°57'40"E., 22.00 feet to the point of beginning, containing 0.0202 acres, more or less, in the Town of Munster, Lake County, Indiana.

ACCESS EASEMENT DESCRIPTION:

A parcel of land for access easement purposes located within that part of the southwest quarter of Section 20, Township 36 North, Range 9 West of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet to a point of beginning; thence N.01°02'20"W., 162.74 feet; thence N.88°57'40"E., 12.00 feet; thence S.01°02'20"E., 6.75 feet; thence S.46°02'21"E., 7.07 feet; thence N.88°57'40"E., 15.00 feet; thence S.01°02'20"E., 12.00 feet; thence S.81°31'28"W., 15.55 feet; thence S.55°49'53"W., 5.47 feet; thence S.01°02'20"E., 134.24 feet to a point 54.00 feet north of the south line of the southwest quarter of said Section 20; thence N.89°49'55"W., along a line 54.00 feet north and parallel with the south line of the southwest quarter of said Section 20, 12.00 feet to the point of beginning, containing 0.0514 acres, more or less, in the Town of Munster, Lake County, Indiana.

Owner Initials: D
Sprint PCS Initials:

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

EXHIBIT A (continued)
To Memorandum of Agreement

Site Description

Site located at 8845 White Oak Road, Munster, Indiana 46321, County of Lake, commonly described as follows:

Legal Description:

UTILITY EASEMENT NO. 1 DESCRIPTION:

A parcel of land for utility easement purposes located within that part of the southwest quarter of Section 20, Township 36 North, Range 9 West of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet to a point of beginning; thence N.01°02'20"W., 122.74 feet; thence S.88°57'40"W., 8.00 feet; thence S.01°02'20"E., 122.57 feet to a point 54.00 feet north of the south line of the southwest quarter of said Section 20; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 8.00 feet to the point of beginning, containing 0.225 acres, more or less, in the Town of Munster, Lake County, Indiana.

UTILITY EASEMENT NO. 2 DESCRIPTION:

A parcel of land for utility easement purposes located in that part of the southwest quarter of Section 20, Township 36 North, Range 9 West of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet; thence N.01°02'20"W., 122.74 feet; thence S.88°57'40"W., 22.00 feet to a point of beginning; thence S.88°57'40"W., 6.01 feet; thence N.01°02'20"W., 38.08 feet; thence N.89°46'27"W., 176.37 feet to the west line of the southwest quarter of said Section 20; thence N.00°31'42"W., along the west line of the southwest quarter of said Section 20, 20.00 feet; thence S.89°46'27"E., 182.20 feet; thence S.01°02'20"E., 57.95 feet to the point of beginning, containing 0.0889 acres, more or less in the Town of Munster, Lake County, Indiana.

UTILITY EASEMENT NO. 3 DESCRIPTION:

A parcel of land for utility easement purposes located in that part of the southwest quarter of Section 20, Township 36 North, Range 9 west of the second principal meridian, described as follows:

Commencing at a point on the west line of said section which is 54.00 feet north of the southwest corner of said section; thence S.89°49'55"E., along a line 54.00 feet north of and parallel with the south line of the southwest quarter of said Section 20, 205.81 feet; thence N.01°03'00"W., 151.19 feet to a point of beginning; thence N.01°02'20"W., 9.61 feet; thence S.57°21'27"E., 55.89 feet; thence S.25°09'03"W., 7.97 feet; thence N.57°27'51"W., 51.60 feet to the point of beginning, containing 0.0098 acres, more or less, in the Town of Munster, Lake County, Indiana.

Owner Initials: *JD*

Sprint PCS Initials:

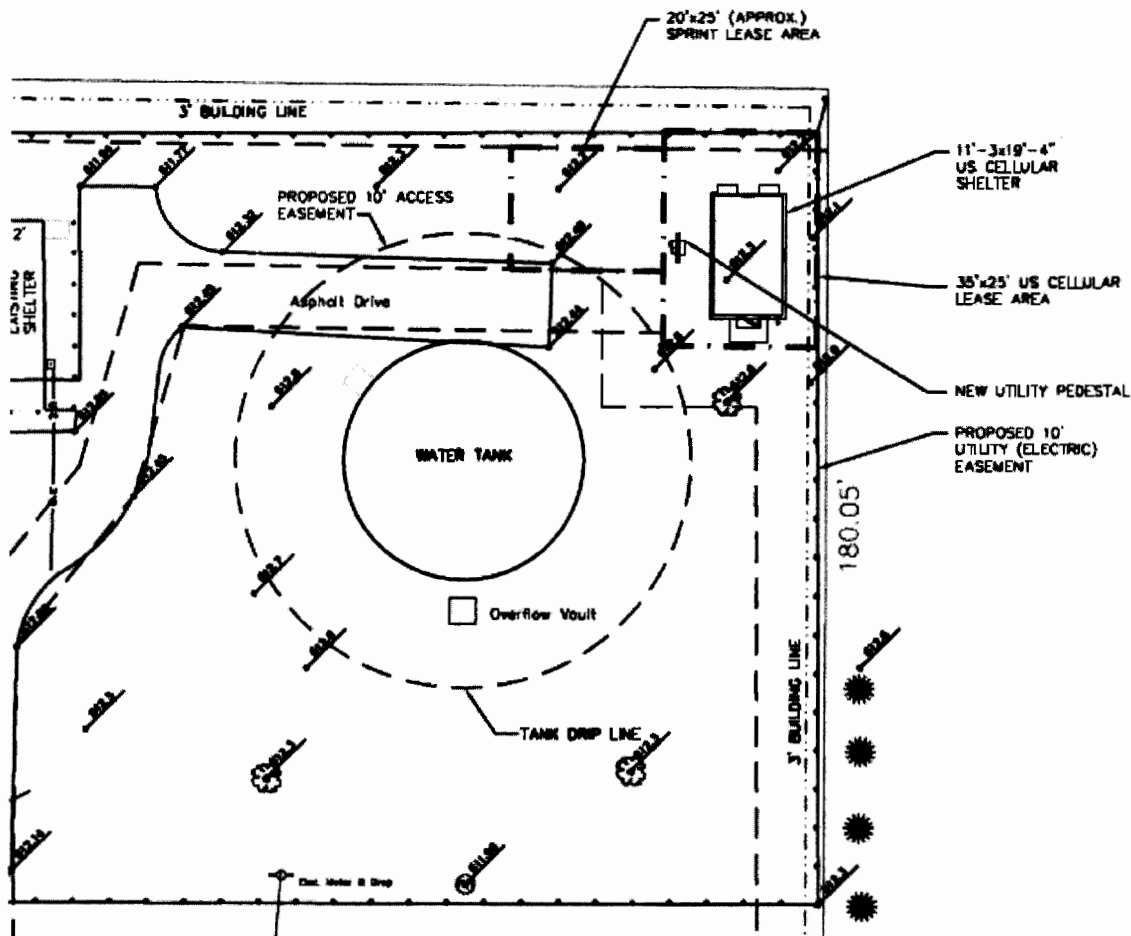
Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

EXHIBIT A
To Memorandum of Agreement
(continued)

Site Description

Site located at 8845 White Oak Road situated in the Town of Munster, County of Lake, State of Indiana commonly described as follows:

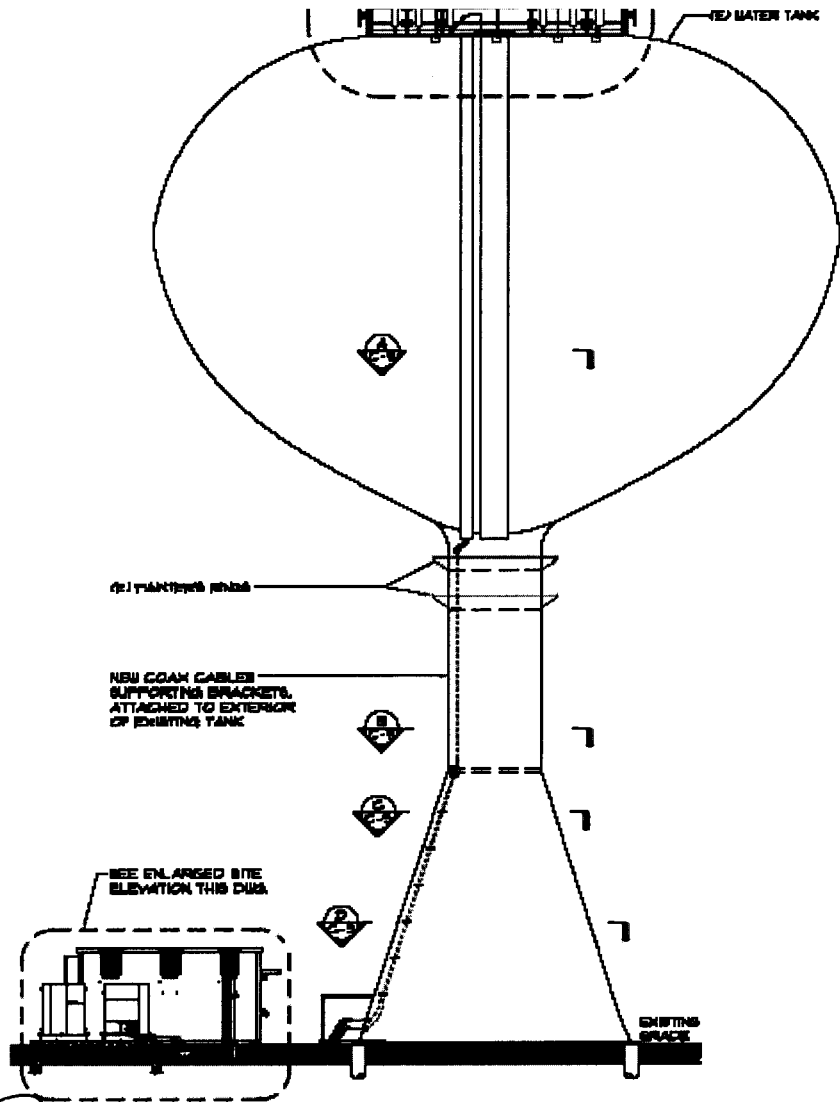
Site Plan:



Owner Initials:

Sprint PCS Initials:

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.



Owner Initials: V

Sprint PCS Initials:

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site

A handwritten signature in black ink, appearing to be 'D. Jones' or similar, located in the bottom right corner of the page.