

**MEMORANDUM OF FIRST AMENDMENT TO LICENSE AND RIGHT-OF-WAY
AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO LICENSE AND RIGHT-OF-WAY AGREEMENT (the “Memorandum”) is made effective this _____ day of _____, 2011, by and between **BOARD OF WORKS, CITY OF WEST LAFAYETTE** (“Licensor”), having a mailing address of 609 West Navajo Drive, West Lafayette, Indiana 47906-1995, and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company (“Licensee”), successor by merger to Westel-Indianapolis, LLC, a Florida limited liability company, successor by merger to Westel-Indianapolis Company, a Florida corporation, with its principal place of business located at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004.

RECITALS:

WHEREAS, Licensor and Licensee are the current parties under that certain License and Right-of-Way Agreement executed by Licensor on July 15, 1997 and executed by Westel-Indianapolis, a Florida corporation doing business as Cellular One (“Westel”) on July 29, 1997, originally by and between Licensor and Westel (the “Agreement”); whereby Licensee leases from Licensor certain real property located in Tippecanoe County, Indiana, together with access and utility easements, which is more particularly described in the Agreement (the “Premises”);

WHEREAS, the Premises is located entirely within the real property owned by Licensor (the “Parent Parcel”) which is more particularly described in the attached **Exhibit “A”**;

WHEREAS, the Agreement was memorialized by that certain Memorandum of License and Right-of-Way Agreement dated July 15, 1997 and recorded August 1, 1997 as Document No. 9715344 in the Official Records of Tippecanoe County; and

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to License and Right-of-Way Agreement dated the same date as this Memorandum, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the “Amended Agreement”) and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records of Tippecanoe County, Indiana.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$50.00, the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Licensor hereby acknowledges, ratifies, and confirms Licensee's interest in and to the Amended Agreement.
3. Licensor and Licensee certify that the Amended Agreement is in full force and effect, and that as of the date hereof, there are no current defaults or breaches under the Amended Agreement by Licensor and/or Licensee. Further, Licensor and Licensee are not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default under the Amended Agreement and that Licensor and Licensee have full right to execute and deliver this instrument.
4. The terms and provisions of the Amended Agreement are hereby restated and incorporated herein by this reference.
5. The Amended Agreement provides that the initial term of the Amended Agreement is five (5) years, commencing on September 1, 1997, with eight (8) renewal terms of five (5) years each. The term of the Amended Agreement, including all renewal terms, if exercised, will terminate on August 31, 2042.
6. The parties consent to the recording of this Memorandum in the Public Records of Tippecanoe County, Indiana, and agree that this Memorandum shall be executed in recordable form.
7. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum as of the date first written above:

LICENSOR:

BOARD OF WORKS, CITY OF WEST LAFAYETTE

By: _____
Name: _____
Its: _____
Date: _____

STATE OF INDIANA)
) SS
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2011, by _____, as _____ of the Board of Works, City of West Lafayette.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and the year last above written.

Notary Public, State of _____, County of _____
Acting in the County of _____
My Commission Expires:

[LICENSEE'S SIGNATURE PAGE TO FOLLOW]

EXHIBIT A
LEGAL DESCRIPTION OF PARENT PARCEL

The land referred to is situated in City of West Lafayette, Tippecanoe County, Indiana and is described as follows:

Part of the Northeast Quarter of Section 30, Township 23 North, Range 4 West, Second Principal Meridian, Tippecanoe, Indiana.

Commonly known as: 705 South River Road, West Lafayette, Indiana 47906-1912
Tax ID No.: 79-07-30-200-002.000-023

Prior Instrument Reference: Warranty Deed Record 73, page 2071, recorded in the Office of the Recorder of Tippecanoe County, Indiana

This document was prepared by:
DYKEMA GOSSETT PLLC
Dawn T. Yeaton, Esq.
39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

After recording return to:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Dawn T. Yeaton