

\$30.50

BLOCK

Don J. M.

RECORDS & DEEDS

2001 FEB 21 P 12:21

LANCASTER COUNTY, NE

INST. NO 2001

007806

CODE
JG
CHANGED
RECORDED
EX-10

Site ID: **NE036P/NE-0003**

Site Name: **J. Oelling**

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: Nextel Partners
4500 Carillon Point
Kirkland, WA 98033
Attention: Legal Department

This Memorandum of Agreement is entered into on this 13th day of June, 2000, by and between Tower Asset Sub, Inc., (hereinafter referred to as "Landlord"), and NEXTEL WIP LEASE CORP, a Delaware corporation, d/b/a Nextel Partners., with an office at 4500 Carillon Point, Kirkland, WA 98033 (hereinafter referred to as "Tenant").

1. Landlord and Tenant have entered into a Site Schedule pursuant to a Master Site Lease Agreement ("Agreement") dated the 4th day of January, 2000, 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 initial term of the Agreement is for five (5) years commencing upon the earlier of: (1) the date Tenant commences the installation of its Equipment on the Tower; or (2) upon the completion of construction of the Tower and terminating five (5) years thereafter. Tenant also has the option to renew the Agreement for five (5) additional five (5) year terms.
3. The Land which is the subject of the Agreement as it relates to the Site Schedule is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant (the "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.

LANDLORD:

By: *Glen F. Spivak*

Name: Glen F. Spivak

Title: Vice President

Date: June 13, 2000

TENANT:

By: *Donald J. Manning*

Name: Donald J. Manning

Title: Vice President

Date: June 8th, 2000

STATE OF WASHINGTON

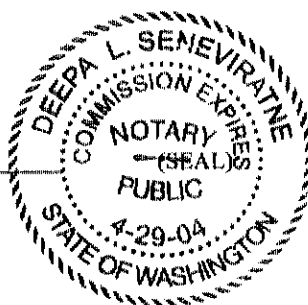
COUNTY OF KING

On June 8th, 2000, before me, Deepa L. Seneviratne, Notary Public, personally appeared Donald J. Manning, 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.

Deepa L. Seneviratne
Notary Public

My commission expires: April 29, 2004

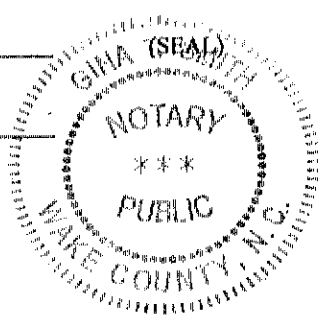


OK

STATE OF NORTH CAROLINA
COUNTY OF WAKE

On June 13, 2000, before me, Gina T. Smith, Notary Public, personally appeared Glen F. Spivak, 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
Gina T. Smith
Notary Public
My commission expires: 3.10.2004



MEMORANDUM OF AGREEMENT
EXHIBIT A

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

see attached

And otherwise known as _____

A.P.N. or P.I.N. or Real Property Tax I.D. #: _____

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 9/29, 199 9, by and between W. JEAN OELLING, Trustee of the "W. Jean Oelling Revocable Living Trust", as Lessor, and Nextel WIP Lease Corp., a Delaware corporation, as Lessee.

The Land is situated in the County of Lancaster, State of Nebraska, being more particularly described and/or depicted as follows:

The South half (S ½) of the Southeast Quarter (SE ¼) of Section Ten (10), Township Eight (8), Range Six (6), East of the 6th P.M., Lancaster County, Nebraska.

MEMORANDUM OF AGREEMENT
EXHIBIT B

DESCRIPTION OF PREMISES

The Premises and access thereto is described and/or depicted as follows:

See attached

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once Tenant receives it.
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.

