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09/19/2013 11:47 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: $ 40.50
PAGES: 8
By: KB

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JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR

2013 SEP 19 A 11:48

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Cross-Reference: Instr. No. A201300005498

QUITCLAIM DEED

This Quitclaim Deed ("**Quitclaim Deed**") is made as of the 17th day of SEPTEMBER 2013 (the "**Effective Date**"), by WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA ("**Grantor**"), to and in favor of the CITY OF INDIANAPOLIS AND MARION COUNTY ("**Grantee**").

NOW, THEREFORE, Grantor does hereby REMISE, RELEASE and FOREVER QUITCLAIM to Grantee, all of Grantor's right, title and interest in and to that certain real estate located in Marion County, Indiana, and more particularly described in Exhibit A attached hereto and incorporated herein (the "**Real Estate**").

RESERVING unto Grantor (i) a perpetual and non-exclusive easement in gross over the real estate more particularly described in Exhibit B attached hereto and incorporated herein (the "**Tower Easement Area**") for the purpose of installing, constructing and maintaining a communications tower, equipment and storage buildings (the "**Tower Easement**"); (ii) a perpetual and non-exclusive easement in gross for the installation and operation of utility lines and facilities in, on, over, under, through and across that portion of the Real Estate more particularly described in Exhibit C attached hereto and incorporated herein (the "**Tower Utility Easement**"); and (iii) a perpetual and non-exclusive easement in gross in, on, over, through and across all driveways, access ways, entrances, exits and curb cuts now or hereafter located on the Real Estate for the purpose of accessing the Tower Easement (the "**Tower Access Easement**"). Grantor shall have the right to transfer, convey or assign its interest in the Tower Easement, the Tower Utility Easement, and the Tower Access Easement to a third party, and the right to lease space to a third party ("**Lessee**") on the Tower Easement Area for the purposes of installing, constructing and maintaining a communications tower, equipment and storage buildings on the Tower Easement Area. If, at any time, a communications tower and associated equipment shall not be located on the Tower Easement Area for a period of time of at least one hundred eighty (180) days, the Tower Easement and the Tower Access Easement shall be automatically extinguished; provided that Grantor may notify Grantee of the commencement of construction of a new communications tower and associated equipment within such 180-day period, in which instance the Tower Easement and the Tower Access Easement shall continue in existence.

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Marion County Assessor

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The foregoing conveyance to Grantee is subject to a right of first refusal in favor of the METROPOLITAN SCHOOL DISTRICT OF WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA ("**School**"), to purchase Grantee's interest in the Real Estate, subject to the following terms and conditions:

(a) Within ten (10) days of Grantee's receipt of a bona fide offer, if any, to purchase the Real Estate acceptable to Grantee, Grantee shall deliver a true and complete copy of said offer to School.

(b) School shall have the right to purchase the Real Estate on the same terms and conditions as set forth in said offer, provided, however, that School shall have the right to purchase the Real Estate at a price that is equal to the lesser of (i) ninety percent (90%) of the then "appraised value" of the Real Estate as determined by Grantee's appraisers pursuant to the terms and provisions of I.C. 36-1-11-1 et seq., the "disposal of property" statute, as hereafter recodified or amended, or (ii) the purchase price stated in said offer. School shall exercise such right of first refusal, if at all, by written notice of exercise delivered to Grantee within thirty (30) days of receipt from Grantee of a true and complete copy of said offer. If School fails to deliver a written notice of exercise of the right of first refusal to Grantee within such thirty (30) day period, School shall conclusively be deemed to have waived its right to such offer, and Grantee shall have the full right and authority to complete the sale on the terms set forth in such offer.

(c) If a sale is not completed in accordance with the terms of the offer to purchase, or if the offer to purchase is modified in any material respect, School's right of first refusal shall be revived and applicable to any subsequent offer received by and acceptable to Grantee during the term of this right of first refusal.

(d) The term of this right of first refusal shall commence immediately and shall expire as to the Real Estate either when School, or its successor school corporation, if any, shall cease to be the owner of real estate contiguous to the Real Estate, or as of the date of the closing of a sale in accordance with the terms of an offer to purchase as to which School has not exercised its right of first refusal, whichever is earlier.

(e) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when and delivered in person or sent by registered or certified mail, postage prepaid, addressed as follows:

To School: Metropolitan School District of Washington Township,
Marion County, Indiana
Attention: Superintendent
8550 Woodfield Crossing Blvd
Indianapolis, IN 46240

To Grantee: City of Indianapolis and Marion County
c/o Marion County Sheriff's Office
40 S. Alabama St.
Indianapolis, Indiana 46204

(f) This right of first refusal shall be personal to School and shall not be assignable or transferrable to any entity, except to School's successor school corporation, if any, and shall be binding upon Grantee and its successor governmental agencies. Grantee, by acceptance of this Quitclaim Deed, agrees to the terms and conditions of the right of first refusal set forth herein.

(g) Grantee covenants, as part of consideration for this conveyance, that at no time shall Grantee cause any persons in the custody of Grantee as a prisoner (regardless of whether such person is (1) being processed pursuant to an arrest, (2) is awaiting trial or other proceedings, or (3) has been convicted or plead guilty to a crime) to be brought upon or kept at the Real Estate. Grantee further covenants that the Real Estate shall not be used for probation or parole offices if such offices involve persons on probation or parole being brought upon the Real Estate. Grantee agrees that this restrictive covenant is for the benefit of the Metropolitan School District of Washington Township, Indiana (the "**District**"), and its successors and assigns. The District shall have the right to injunctive relief to enforce this restrictive covenant.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the Effective Date.

"GRANTOR"

Frank T. Short, as Trustee of Washington Township, Marion County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the above-referenced county and state, personally appeared Frank T. Short, as Trustee of Washington Township, Marion County, Indiana, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 17th day of September, 2013.

Signature Mary Jo Hoff

Printed MARY JO HOFF
NOTARY PUBLIC

My Commission Expires:
9/10/14

County of Residence:
Marion

Send future real estate tax bills to
and Grantee's mailing address is:

City of Indianapolis and Marion County
c/o Marion County Sheriff's Office
40 S. Alabama St.
Indianapolis, IN 46204

This instrument was prepared by and return after recording to: Gregory C. Touney, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

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. Gregory C. Touney

Exhibit A

Real Estate

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East and further being a part of land recorded and described in Instrument Number 1998-0221554 in the name of Washington Township AND Instrument Number 47467 in Deed Volume 1714, Page 490 in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning on the North line of said North West Quarter of the North East Quarter, at a point distant 30.00 feet West of the North East corner of said Quarter-Quarter Section Line; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 20.37 feet (measured) to the south right of way of 86th Street; thence on and along said right of way South 89 Degrees 14 Minutes 24 Seconds West 176.56 feet to the Point of Beginning of this description; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 105.91 feet; thence South 40 Degrees 12 Minutes 06 Seconds East 71.84 feet; thence South 78 Degrees 32 Minutes 54 Seconds East 93.56 feet on and along the prolongation from an existing curb line from the southeast to the deflection in said curb line; thence on and along said curb line South 89 Degrees 45 Minutes 22 Seconds East 38.55 feet to a point 30.00 feet West of said Quarter-Quarter Section Line; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 153.16 feet; thence South 90 Degrees 00 Minutes 00 Seconds West parallel with the North line of said Northeast Quarter 116.68 feet; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line South 00 Degrees 47 Minutes 27 Seconds East 36.85 feet to the South line of real estate conveyed to The Metropolitan School District of Washington Township by a Warranty Deed recorded as Instrument Number 7891 in Deed Record 1736, Page 264-265 in the Office of the Recorder of said County; thence on and along said South Line and parallel with the North line of said Northeast Quarter South 90 Degrees 00 Minutes 00 Seconds West 110.63 feet; thence North 45 Degrees 13 Minutes 15 Seconds West 58.38 feet; thence parallel with the North line of said Northeast Quarter North 90 Degrees 00 Minutes 00 Seconds West 54.02 feet (measured) to the West line of said Washington Township real estate; thence parallel with the East line of the aforesaid Quarter-Quarter Section Line North 00 Degrees 47 Minutes 27 Seconds West on said West line 308.66 feet to the South Line of land described in Instrument Number 870093014 conveyed to the City of Indianapolis; thence on and along the southerly boundary of said land the following five (5) measured distances: thence South 66 Degrees 08 Minutes 25 Seconds East 23.75 feet; thence South 00 Degrees 47 Minutes 01 Seconds East 25.00 feet; thence North 62 Degrees 39 Minutes 05 Seconds East 44.72 feet; thence North 00 Degrees 47 Minutes 01 Seconds West 5.00 feet; thence North 57 Degrees 23 Minutes 33 Seconds East 52.96 feet to the south right of way of 86th Street; thence on and along said right of way North 89 Degrees 14 Minutes 24 Seconds East 40.52 feet to the Point of Beginning containing 1.846 acres; more or less.

Including the following:

A perpetual ten foot wide easement for purposes of the installation, repair, maintenance, construction, reconstruction, upkeep and operation of a water service main in, under, across and within a part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17

North, Range 3 East in Marion County, Indiana, the centerline of said easement being more particularly described as follows:

Beginning on the North line of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East 340.00 feet North 90 Degrees 00 Minutes 00 Seconds West (Assumed Bearing) of the Northeast Corner thereof; thence South 01 Degrees 09 Minutes 04 Seconds East 320.21 feet; thence South 45 Degrees 17 Minutes 30 Seconds East 44.34 feet to the end of the easement herein described, on a south line of the grantee's real estate.

Excepting the following:

Land conveyed from Washington Township to the Consolidated City of Indianapolis as recorded in Instrument Number 870093014 being:

A part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East, Marion County, Indiana, described as follows:

Commencing at the northeast corner of said quarter quarter section; thence North 89 degrees 15 minutes 46 seconds West 352.70 feet along the north line of said section to the northwest corner of the owner's land; thence South 00 degrees 13 minutes 51 seconds East 24.65 feet along the west line of the owner's land to the south boundary of 86th street and the point of beginning of this description: thence North 89 degrees 48 minutes 00 seconds East 102.01 feet along the boundary of said 86th Street; thence along said boundary Easterly 4.58 feet along an arc to the right and having a radius of 98,171.34 feet and subtended by a long chord having a bearing of North 89 degrees 48 minutes 05 seconds East and a length of 4.58 feet; thence South 58 degrees 07 minutes 49 seconds West 52.96 feet; thence South 00 degrees 02 minutes 45 seconds East 5.00 feet; thence South 63 degrees 23 minutes 21 seconds West 44.72 feet; thence North 00 degrees 02 minutes 45 seconds West 25.00 feet; thence North 65 degrees 23 minutes 34 seconds West 23.68 feet to the west line of the owner's land; thence North 00 degrees 13 minutes 51 seconds West 17.76 feet along said west line to the point of beginning and containing 0.065 acres, more or less.

Exhibit B

Tower Easement

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East, Marion County, Indiana, more particularly described as follows:

Commencing at a PK Nail found at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (all bearing in this description are based on Geodetic North) on the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County, thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the west line of said real estate in Deed Volume 1736, page 264, a distance of 299.43 feet to the Point of Beginning; thence South 89 degrees 32 minutes 01 seconds East 39.14 feet; thence South 00 degrees 27 minutes 59 seconds West 2.00 feet; thence South 89 degrees 32 minutes 01 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 second West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning, containing 0.04 acre more or less.

Exhibit C

Tower Utility Easement

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East, Marion County, Indiana, more particularly described as follows:

Commencing at a PK Nail found at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (all bearing in this description are based on Geodetic North) on the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of the Northwest Quarter of the Northeast Quarter, on the west line of said real estate in Deed Volume 1736, page 264, a distance of 42.76 feet to the intersection of said West line and the South right of way line of East 86th Street, being also the Point of Beginning; thence continuing South 00 degrees 03 minutes 28 seconds East on said West line, 272.85 feet; thence North 89 degrees 32 minutes 01 second West 25.00 feet; thence North 00 degrees 03 minutes 28 seconds West 284.99 feet to the South right of way line of East 86th Street; thence South 63 degrees 43 minutes 58 seconds East on South right of way line, 27.89 feet to the Point of Beginning.