Cross References: 2000-0191483
2002-0092021
A201300114535

ASSIGNMENT AND ASSUMPTION OF

EASEMENTS AND LEASE(S)

On _____, 2021 ("Effective Date"), for the consideration of the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Washington Township of Marion County, Indiana, whose address is 5302 North Keystone Avenue, Suite E, Indianapolis, IN 46220 ("Assignor"), hereby irrevocably transfers, assigns, bargains, sells and conveys to _____, a(n) _____, with its principal place of business at _____ ("Assignee"), all of Assignor's right, title and interest in and to (i) the easements described on Exhibit A, attached hereto and made a part hereof (the "Easements") and (ii) the lease(s) described on Exhibit B, attached hereto and made a part hereof (the "Lease(s)").

Assignee shall and does hereby assume all of Assignor's obligations under the Easements and Leases and does hereby agree to pay and fully discharge all of Assignor's obligations thereunder arising from and after the Effective Date and indemnifies and holds harmless Assignor from and against any loss, cost or expense, including reasonable attorneys' fees, with respect to any claims of third parties relating to the Easements or Lease(s) for matters first arising from and after the Effective Date.

Assignor and Assignee each hereby represent and warrant that the execution and performance of this instrument have been duly authorized by all requisite action, and each signatory hereto represents and warrants that he/she has the requisite authority to execute this instrument on behalf of the party he/she purports to represent.

Assignor makes no warranty as to title to the Easements or Lease(s), either express or implied.

Each party hereto agrees, without material cost or liability to such party, to execute and deliver, or cause to be executed and delivered, such further instruments or documents as may be reasonably required to carry out effectively the transactions contemplated herein. This instrument encompasses the entire agreement between Assignor and Assignee relating to the Easements and the Lease(s) and supersedes all prior discussions and offering materials. This instrument is governed by Indiana law. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank and signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates of their respective acknowledgments below, but effective for all purposes as of the Effective Date.

ASSIGNOR:

Washington Township of Marion County, Indiana

By: _____
Frank T. Short, Trustee

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Frank T. Short, the Trustee of Washington Township of Marion County, Indiana, who acknowledged the execution of the foregoing instrument, acting for and on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 2021

My Commission Expires:
_____

_____
(Signature)

My County of Residence:
_____

_____
(printed name) Notary Public

ASSIGNOR WITNESS ATTESTATION

EXECUTED AND DELIVERED in my presence:

Witness Signature:_____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Frank T. Short, in his capacity as Trustee of Washington Township of Marion County, Indiana, in the foregoing subscribing witness' presence.

Witness my hand and Notarial Seal this ___ day of _____, 2021.

My Commission Expires: _____

_____ Print Name:_____

Notary Public in and for said County and State

My County of Residence:

_____

ASSIGNEE:

_____

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____, who acknowledged the execution of the foregoing instrument, acting for and on behalf of such entity.

WITNESS my hand and Notarial Seal this ___ day of _____, 2021.

My Commission Expires:
_____

_____
(Signature)

My County of Residence:
_____

_____
(printed name) Notary Public

ASSIGNEE WITNESS ATTESTATION

EXECUTED AND DELIVERED in my presence:

Witness Signature:_____

Witness Printed Name: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by _____, in his/her capacity as the _____ of _____, in the foregoing subscribing witness' presence.

Witness my hand and Notarial Seal this ___ day of _____, 2021.

My Commission Expires: _____

_____ Print Name:_____

Notary Public in and for said County and State

My County of Residence:

_____

SEND TAX STATEMENTS TO AND ASSIGNEE'S MAILING ADDRESS IS:

_____

This instrument was prepared by Rebecca A. Kasper, #23943-49, 5852 Kingsley Drive, Indianapolis, IN, 46220.

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. Rebecca A. Kasper.

EXHIBIT A

All of the easements reserved by grantor in that certain Quitclaim Deed dated August 29, 2013 from Frank T. Short as Trustee of Washington Township of Marion County, as grantor, to the City of Indianapolis, as grantee, and recorded on September 19, 2013 in the Office of the Recorder of Marion County, Indiana as Instrument No. A201300114535, more particularly described as follows:

Tower Easement Area:

A non-exclusive easement in gross for the purpose of installing, constructing and maintaining a communications tower, equipment, and storage buildings, more particularly described as follows:

The northwesternmost eighty (80) feet, measured east to west, by fifty (50) feet, measured north to south.

Tower Utility Easement:

A non-exclusive easement in gross for the installation and operation of utility lines and facilities, more particularly described as follows:

Being part of the Northeast Quarter of the Northeast Quarter of Section 21, Township 17 North, Range 3 East in Marion County, Indiana, described as follows: Commencing at the southeast corner of the Northeast Quarter of said Section; thence North 0 degrees 06 minutes 45 seconds East, 1,475.00 feet along the east line of said Northeast Quarter to the point of beginning of this description; thence South 89 degrees 28 minutes 42 seconds West 220.00 feet; thence North 0 degrees 06 minutes 48 seconds east 10.00 feet to the north boundary of owner's land; thence North 89 degrees 28 minutes 42 seconds East 220.00 feet along said north boundary to the east line of said Northeast Quarter; thence South 0 degrees 06 minutes 48 seconds West 10.00 feet along said east line to the point of beginning, containing 2,200 square feet, more or less.

Tower Access Easement:

A non-exclusive easement in gross in, on, over, through and across all driveways, access ways, entrances, exits and curb cuts located on the real estate for the purpose of accessing the Tower Easement, more particularly described as follows:

Part of the Northeast Quarter of the Northeast Quarter of Section 21, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows: Beginning at the Southeast corner of the said Quarter Quarter Section; thence North 00 degrees 03 minutes 59 seconds West along the East line of the said Quarter Quarter Section 150.00 feet; thence South 89 degrees 17 minutes 55 seconds West parallel with the South line of the said Quarter Quarter Section 250.00 feet; thence South 00 degrees 03 minutes 59 seconds East parallel with the said East line 150.00 feet to the said South line; thence North 89 degrees 17 minutes 55 seconds East along the said South line 250.00 feet to the place of beginning.

EXHIBIT B

1. Lease between the Civil Township of Washington, Marion County, Indiana (Lessor) and Sprint Spectrum L.P. (Lessee), dated November 27, 2000, the memorandum of which was recorded December 5, 2000 as Instrument Number 2000-0191483.

2. Lease between the Civil Township of Washington, Marion County, Indiana (Lessor) and GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless (Lessee) dated April 24, 2002, the memorandum of which was recorded May 15, 2002 as Instrument Number 2002-0092021.

3. Amendment to Land Lease Agreement between Trustee of Washington Township, Marion County, Indiana (Lessor) and GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless (Lessee) dated June 9, 2005.