Cross References: 1999-0009698
2003-0273523
2005-0017616
A201300114530
A201500133525
A201500135379

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: _____
XXXXX

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 September 17, 2013, as amended on December 23, 2015 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 and December 28, 2015 in the Office of the Recorder of Marion County, Indiana as Instruments No. A201300114530 and A201500133525, 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:

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows: Commencing at a P.K. 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 bearings in this description are based on Geodetic North) on the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of the 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 second East 39.14 feet; thence South 00 degrees 27 minutes 59 seconds West 2.00 feet; thence South 89 degrees 32 minutes 01 seconds East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 seconds West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 seconds West 56.81 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds West on said West line 46.18 feet to the Point of Beginning, containing 0.06 acres, more or less.

Tower Utility Easement:

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

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East of the Second Principal Meridian in Washington Township of Marion County, Indiana, more particularly described as follows: Commencing 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 (Assumed Bearing) along the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of the real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 03 minutes 28 seconds East along the West line of said real estate in Deed Volume 1736, page 264, a distance of 42.41 feet to the Northwest corner of Instrument No. A201300114530, also being the Southwest corner of Instrument No. 870093014, both found in said Recorder's Office and the Point of Beginning of the

following described Easement; thence continue South 00 degrees 03 minutes 28 seconds East along the west line of said real estate in Deed Volume 1736, page 264 and Instrument No. A201300114530, a distance of 308.66 feet to the Southwest corner thereof; thence North 89 degrees 15 minutes 35 seconds West along the westerly projection of the south line of said real estate, a distance of 25.00 feet; thence North 00 degrees 03 degrees 28 minutes West 320.31 feet to the South right of way line of East 86th Street; thence South 64 degrees 22 minutes 52 seconds East along said South right of way line, 27.74 feet to the Point of Beginning, containing 0.18 acres, 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 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 second 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 the 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,

Excepting 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.

Also excepting the following: Land as described in a certain deed to the Consolidated City of Indianapolis, as recorded in Instrument Number 870093014, in the Office of the Recorder of Marion County, Indiana, being described as follows, to-wit: 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' 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

1. Lease between the Civil Township of Washington, Marion County, Indiana (Lessor) and Vertical RealEstate, Inc. (Lessee), dated May 28, 1998, the memorandum of which was recorded January 19, 1999 as Instrument Number 1999-0009698.

2. Vertical RealEstate, Inc.'s interest assigned to Lattice Communications, LLC by Assignment And Assumption of Lease, dated December 12, 3003 and recorded December 26, 2003 as Instrument Number 2003-0273523.

3. Lattice Communications, LLC's interest assigned to Pinnacle Towers Acquisition LLC, by Bill Of Sale And Assignment And Assumption Agreement, dated December 30, 2004 and recorded February 3, 2005 as Instrument Number 2005-0017616.

4. First Amendment to Land Lease and Easement Agreement between the Civil Township of Washington, Marion County, Indiana (Lessor) and Pinnacle Towers Acquisition LLC (Lessee), dated December 28, 2015 and the memorandum of which was recorded December 31, 2015 as Instrument Number A20150013579.