

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 8th day of May, 2020, by and between the Town of Yorktown ("Yorktown"), on one hand, and Indiana Bell Telephone Company, Inc. ("Indiana Bell"), on the other.

Recitals

1. Yorktown is a municipality duly organized and existing pursuant to the laws of the State of Indiana.
2. Indiana Bell owns certain real estate located in Section 22, Township 20 North, Range 9 East in Delaware County, Indiana (the "Indiana Bell Real Estate"). The Indiana Bell Real Estate is described in the document attached hereto as Exhibit A.
3. Pursuant to Indiana law, Yorktown is entitled to exercise the power of eminent domain.
4. Pursuant to a lawsuit captioned Town of Yorktown vs. Indiana Bell Telephone Company, Inc., Cause No. 18C02-1904-PL-000055 (the "Condemnation Lawsuit"), Yorktown is seeking to acquire a permanent easement across a portion of the Indiana Bell Real Estate (the "Subject Indiana Bell Real Estate") for the purpose of accommodating a public improvement project. The Subject Indiana Bell Real Estate is described and depicted in the document attached hereto as Exhibit B.
5. After consulting with their legal counsel, Yorktown and Indiana Bell have agreed to resolve all of their disputes concerning (a) the Indiana Bell Real Estate, (b) the Condemnation Lawsuit, (c) the Subject Indiana Bell Real Estate, and (d) any other disputes without the expense, uncertainty, and necessity of additional litigation, to buy their peace without admitting any liability, and to settle all possible claims therein on the basis hereinafter stated.

NOW THEREFORE, in consideration of the promises and covenants expressed herein, Yorktown and Indiana Bell represent and agree as follows:

1. Settlement Terms. In exchange for valuable consideration provided by or on behalf of Yorktown and in accordance with the terms of this Settlement Agreement, Indiana Bell shall (a) convey a perpetual easement across the Subject Indiana Bell Real Estate to Yorktown in the form attached hereto as Exhibit C, and (b) complete the W-9 in the form attached hereto as Exhibit D.

2. Consideration. In exchange for valuable consideration provided by or on behalf of Indiana Bell and in accordance with the terms of this Settlement Agreement, Yorktown shall convey a parking easement across certain real estate to Indiana Bell in the form attached hereto as Exhibit E. Yorktown shall, at its cost and expense, install four (4) signs or markers on the real estate described in the parking easement designating the real estate as reserved parking for the exclusive use of Indiana Bell or AT&T. Thereafter, Indiana Bell shall maintain the parking easement at its cost and expense.

3. Additional Consideration. In exchange for valuable consideration provided by or on behalf of Indiana Bell and in accordance with the terms of this Settlement Agreement, Yorktown shall convey or cause to be conveyed an access easement across certain real estate to Indiana Bell in the form attached hereto as Exhibit F. Yorktown shall, at its cost and expense, pave the real estate described in the access easement. Thereafter, Indiana Bell shall maintain the access easement at its cost and expense.

4. The Subject Indiana Bell Real Estate. Except as provided in this Settlement Agreement, Indiana Bell has not executed or permitted anyone on its behalf to execute any conveyance, mortgage, lien, lease, security agreement, financing statement, or encumbrance of

or upon the Subject Indiana Bell Real Estate. Further, Indiana Bell has made no contract to sell all or part of the Subject Indiana Bell Real Estate to any person or entity. Indiana Bell also represents and warrants that there are no unpaid claims for labor done upon or materials furnished for the Subject Indiana Bell Real Estate in respect of which liens have been or may be filed.

5. Right of First Refusal. Indiana Bell grants Yorktown a right of first refusal to acquire the Indiana Bell Real Estate.

a. If Indiana Bell obtains an unsolicited bona fide offer from a third party for the purchase of all or a portion of the Indiana Bell Real Estate that is acceptable to Indiana Bell, then Indiana Bell shall deliver to Yorktown a written notice (a) stating its intention to transfer such Indiana Bell Real Estate, and (b) including a copy of the bona fide offer for purchase or a statement of the terms of the arrangement for the transfer of ownership. Yorktown shall have the right and option for a period of sixty (60) days after receipt of such notice to elect to purchase or take ownership upon the same price terms and conditions of the sale or other arrangement as are contained in the written notice from Indiana Bell. Exercise of this option shall be by written notice by Yorktown to Indiana Bell.

b. If Yorktown does not elect to exercise such option, then Indiana Bell may close such transaction in accordance with the provisions of the bona fide offer. However, if Indiana Bell does not close under such bona fide offer upon all or a portion of the Indiana Bell Real Estate, then this first right of refusal shall continue as to any subsequent proposed sales or transfers of ownership of such Indiana Bell Real Estate. Further, this

right of refusal also shall survive any transfer of ownership other than by a bona fide arm's length purchase and sale.

c. All notices, if given by mail, shall be by return receipt mail or overnight delivery and shall be deemed to be given when postmarked or delivered by overnight delivery.

d. This right of refusal shall run with the land and shall be binding upon Indiana Bell and its heirs, successors and assigns.

e. Indiana Bell and Yorktown shall execute a Memorandum of Right of First Refusal regarding the Indiana Bell Real Estate, and Yorktown shall record the Memorandum at Yorktown's cost within ten (10) days of execution hereof.

6. Notice of Intent to Sell and Right to Purchase. Indiana Bell grants Yorktown a right to purchase the Indiana Bell Real Estate.

a. If Indiana Bell should at any time decide or intend to sell or otherwise transfer ownership of all or a portion of the Indiana Bell Real Estate, then Indiana Bell shall deliver to Yorktown a written notice stating its intention to sell or otherwise transfer such Indiana Bell Real Estate. Yorktown and Indiana Bell agree, however, that this provision shall not apply to a transfer of the ownership interest of the Indiana Bell Real Estate to any corporation or entity which is the successor corporation or entity in the event of a corporate reorganization. Thereafter, Yorktown shall have a period of sixty (60) days after receipt of such notice to either (a) agree upon a purchase price with Indiana Bell for such Indiana Bell Real Estate, (b) select the process set forth in 6.b., or (c) decline to purchase such Indiana Bell Real Estate (in the manner set forth in 6.c.).

Yorktown's response to Indiana Bell's written notice shall be by written notice by Yorktown to Indiana Bell.

b. If Indiana Bell and Yorktown cannot agree on a purchase price for such Indiana Bell Real Estate, then Indiana Bell and Yorktown shall have fifteen (15) days from Yorktown's written notice to mutually agree upon and select one (1) appraiser licensed in the State of Indiana with at least ten (10) years of experience to prepare a written appraisal for such Indiana Bell Real Estate. Indiana Bell and Yorktown shall evenly divide and be responsible for all costs and expenses arising from and relating to the appraiser. The appraisal shall be prepared as soon as practicable and, upon completion, both Indiana Bell and Yorktown shall be entitled to review the appraisal. Thereafter, Indiana Bell and Yorktown shall attempt to agree upon a purchase price. If Indiana Bell and Yorktown cannot agree on a purchase price, then Yorktown shall have the right to purchase such Indiana Bell Real Estate for the fair market value set forth in the appraisal.

c. If Yorktown does not elect to purchase such Indiana Bell Real Estate, then Indiana Bell may sell such Indiana Bell Real Estate to a third party. However, if Indiana Bell does not close on a transaction within one (1) year of written notice from Yorktown, then this right to purchase shall continue as to any subsequent proposed sales or transfers of ownership of such Indiana Bell Real Estate. Further, this right to purchase also shall survive any transfer of ownership other than by a bona fide arm's length purchase and sale.

d. All notices, if given by mail, shall be by return receipt mail or overnight delivery and shall be deemed to be given when postmarked or delivered by overnight delivery.

e. This right to purchase shall run with the land and shall be binding upon Indiana Bell and its heirs, successors and assigns.

f. Indiana Bell and Yorktown shall execute a Memorandum of Right to Purchase regarding the Indiana Bell Real Estate, and Yorktown shall record the Memorandum at Yorktown's cost within ten (10) days of execution hereof.

g. Yorktown's rights under Paragraph 5 and Paragraph 6 of this Settlement Agreement are separate and distinct, meaning Paragraph 5 contemplates a situation where Indiana Bell obtains a bona fide offer from a third party and Paragraph 6 contemplates a situation where Indiana Bell decides to sell or transfer ownership of all or a portion of the Indiana Bell Real Estate. As such, except as set forth in Paragraph 6.c., Yorktown, upon its election not to purchase the Indiana Bell Real Estate under Paragraph 6.c., shall not also have the right to invoke its rights under Paragraph 5.

7. Resolution of the Condemnation Lawsuit. Promptly after the execution of this Settlement Agreement, Yorktown and Indiana Bell shall file a joint stipulation of dismissal with the Court, thereby resolving the Condemnation Lawsuit.

8. Outstanding Claims. Yorktown and Indiana Bell hereby represent that they know of no claims, rights, demands, or causes of action which they have or may have against each other or each other arising out of or relating to the Indiana Bell Real Estate, the Condemnation Lawsuit, the Subject Indiana Bell Real Estate, or Yorktown's public improvement

project other than those claims, rights, demands, or causes of action which are being released and discharged pursuant to this Settlement Agreement.

9. Continuing Cooperation. To the extent questions, concerns, or disputes develop concerning the interest conveyed pursuant to the instrument attached hereto as Exhibit C, the W-9 attached hereto as Exhibit D, the instrument attached hereto as Exhibit E, the instrument attached hereto as Exhibit F, or the interest of Yorktown and Indiana Bell under the terms of this Settlement Agreement, then Yorktown and Indiana Bell shall cooperate to resolve the same in a prompt manner. Where appropriate, Yorktown and Indiana Bell shall agree upon and execute additional documentation necessary to resolve any such questions, concerns, or disputes.

10. No Admission of Liability. By entering into this Settlement Agreement, Yorktown and Indiana Bell understand and agree that they are compromising disputed claims set forth in the Condemnation Lawsuit and elsewhere and are neither admitting any liability nor agreeing upon the fair market value of the Indiana Bell Real Estate or the Subject Indiana Bell Real Estate.

11. Attorneys' Fees and Costs. Yorktown and Indiana Bell shall bear their own attorneys' fees and costs incurred and associated with the Settlement Agreement and the Condemnation Lawsuit.

12. Entire Agreement. This Settlement Agreement contains and embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Settlement Agreement. No modification or waiver of the terms and conditions contained herein shall be of any force and effect unless such modification or waiver shall be in writing and signed by Yorktown and Indiana Bell.

13. Severability. If any term or provision of this Settlement Agreement shall be deemed to be prohibited, invalid or unenforceable in any jurisdiction, such a provision shall be deemed ineffective only to the extent of such prohibition or unenforceability and without invalidating the remaining provisions hereof or affecting the validity or enforceability of the same, and all such remaining terms and provisions shall remain in full force and effect.

14. Governing Law and Jurisdiction. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Jurisdiction for any dispute concerning this Settlement Agreement shall be in the Circuit or Superior Court of Delaware County, Indiana.

15. Acknowledgment. This Settlement Agreement is the result of negotiations, and no particular person(s) or entity shall be deemed to be the drafter of this Settlement Agreement. By signing this Settlement Agreement, Yorktown and Indiana Bell represent and warrant that: (a) they are authorized to enter into and execute this Settlement Agreement; (b) the information furnished in this Settlement Agreement is true and accurate; (c) they have read this entire Settlement Agreement; (d) they understand the terms and conditions of this Settlement Agreement as well as the consequences of entering into this Settlement Agreement; (e) they have knowingly and voluntarily entered into this Settlement Agreement; (f) they have been represented by an attorney in connection with entering into this Settlement Agreement; and (g) this Settlement Agreement shall inure to the benefit of and be binding upon Yorktown, Indiana Bell, and their agents, representatives, successors, or assigns.

Indiana Bell Telephone Company, Inc.

By: _____
Name Printed: _____
Title: _____

Michael D. Rogers
Attorney No. 25759-49
FISHER MAAS HOWARD LLOYD & WHEELER, P.C.
9765 Randall Drive, Suite F
Indianapolis, IN 46280
(317) 578-1900

Attorneys for Indiana Bell Telephone
Company, Inc.

The Town of Yorktown

By: _____

Name Printed: _____

Title: _____



Alan S. Townsend

Attorney No. 16887-49

BOSE MCKINNEY & EVANS LLP

111 Monument Circle, Suite 2700

Indianapolis, IN 46204

(317) 684-5000

Attorneys for the Town of Yorktown

3756169.v2/28048-8

EXHIBIT A

1972 4975

Recorded this day of 19 at o'clock M Recorder

11025

Warranty Deed

THIS INDENTURE WITNESSETH, That Edith L. Collins, sole and unmarried,

of Delaware County, in the State of Indiana, DOES HEREBY Convey and Warrant
to Indiana Bell Telephone Company, Incorporated,of Delaware County, in the State of Indiana, for and in consideration of the sum of
One Dollar (\$1.00) and other valuable considerationthe receipt whereof is hereby acknowledged, the following described Real Estate in Delaware County,
in the State of Indiana, to-wit:

A part of the northwest quarter of Section twenty-two (22), Town-
ship Twenty (20) North, Range Nine (9) East, more particularly
described as follows: Commencing at a point in the north line of
Canal Street of the Town of Yorktown, seventy-five (75) feet south-
west of the point of intersection of the west line of Walnut Street
produced northwestwardly with said north line of Canal Street, and
running thence northwestwardly parallel with the said west line of
Walnut Street produced, one hundred thirty-two (132) feet, thence
running southwestwardly parallel with the north line of Canal Street
fifty (50) feet, thence running southeastwardly, parallel with said
west line of Walnut Street produced, one hundred thirty-two (132)
feet, to the north line of said Canal Street, thence running north-
eastwardly on said north line of Canal Street fifty (50) feet to the
place of beginning, estimated to contain .15 of an acre, more or
less.

Unit Tax Number 1200141

As a part of the consideration for this conveyance, the grantee
herein assumes and agrees to pay a portion of the 1972 taxes due and
payable in the year 1973, pro-rated to the date of this deed.

This conveyance is made subject to all restrictions and easements
of record.

The grantor represents and warrants that she was the wife of Bliss
E. Collins, deceased, who, together with this grantor, was one of
the grantees in a certain warranty deed dated October 8, 1953, and
recorded in Deed Record 342 page 10 in the office of the Recorder
of Delaware County, Indiana; that the said grantor and Bliss E.
Collins remained as husband and wife until the date of his death
on the 30th day of December, 1968, and this grantor is now sole and
unmarried and the owner of the above described real estate.

In Witness Whereof, The said Edith L. Collins, sole and unmarried,

has hereunto set her hand and seal, this 31st day of October, 1972.

Duly entered for taxation 11/1/72 1972

JERRY L. THORNBURG, Auditor, Filed for Record

11/1/72 1972 at 30 year 1972

Page 4975 Fee \$ 2.00 paid.

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

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(Seal)

(Seal)

(Seal)

STATE OF INDIANA, DELAWARE COUNTY, IN:

Before me, the undersigned, a Notary Public in and for said County, this 31st
day of October, 1972, came Edith L. Collins, sole and
unmarried,

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires April 29, 1976

(Marshall E. Hanley)

Notary Public

This instrument prepared by: Marshall E. Hanley.

File
1810224501400017

Only entered for taxation March 18, 1951
PAUL J. FISHER, Auditor. Filed for Record
March 13, 1951 at 2 P.M. Deed Records, 5-22
Page 1 Fee 3 / Paid. Betty Pittenger, R.D.O.

That Helen M. Thome and Edward M. Thome, her husband, of Los Angeles County, State of California, for and in consideration of the sum of Forty Five Hundred and no/100 Dollars (\$4500.00), the receipt whereof they do hereby acknowledge, CONVEY and WARRANT to INDIANA BELL TELEPHONE COMPANY, an Indiana corporation having its principal office at Indianapolis, in Marion County, State of Indiana, the following described real estate in the Town of Yorktown, DELAWARE COUNTY, STATE OF INDIANA, to-wit:

A part of the northwest quarter of Section twenty-two (22) Township twenty (20) North, Range nine (9) East, more particularly described as follows: Beginning at a point where the west right-of-way line of Walnut Street, extended northwardly, intersects the north right-of-way line of Canal Street, as the same are now situated and established in the Town of Yorktown, and running thence westerly along the north line of Canal Street, seventy-five (75) feet, thence in a northerly direction, at right angles to the north line of Canal Street, one hundred thirty-two (132) feet thence in an easterly direction, parallel with the north line of Canal Street, seventy-five (75) feet, thence in a southerly direction, on a straight line to the place of beginning.

This deed cancels a certain lease dated August 23, 1940, by and between Dan Cox, as lessor, and Indiana Bell Telephone Company, as lessee, of the above described real estate.

IN WITNESS WHEREOF, the said Helen M. Thome and Edward M. Thome, her husband, have hereunto set their hands at Hollywood, California, on the 3rd day of January, 1951.

Helen M. Thome
Helen M. Thome
Edward M. Thome
Edward M. Thome

Notary Public
March 13, 1951
Paul J. Fisher
Auditor

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

SS:
Before the undersigned Notary Public in and for said County and State on the date above written personally appeared Helen M. Thome and Edward M. Thome, her husband, who acknowledged the execution of the foregoing instrument as their voluntary act and deed for the purpose therein stated.

Witness my hand and Notarial Seal.

Virginia E. Donnelly
Notary Public
Virginia E. Donnelly

My Commission Expires
June 1, 1951

EXHIBIT B

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: 18-10-22-151-013.000-017

Parcel: 5
Sheet: 1 of 2

A part of the Northwest Quarter of Section 22, Township 20 North, Range 9 East, Delaware County, Indiana and being a strip of land 7 feet wide, taken by parallel lines off the south side of the following described property:

A part of the northwest quarter of Section twenty-two (22), Township Twenty (20) North, Range Nine (9) East, more particularly described as follows: Commencing at a point in the north line of Canal Street of the Town of Yorktown, seventy-five (75) feet southwest of the point of intersection of the west line of Walnut Street produced northwestwardly with said north line of Canal Street, and running thence northwestwardly parallel with the said west line of Walnut Street produced, one hundred thirty-two (132) feet, thence running southwestwardly parallel with the north line of Canal Street fifty (50) feet, thence running southeastwardly, parallel with said west line of Walnut Street produced, one hundred thirty-two (132) feet, to the north line of said Canal Street, thence running northeastwardly on said north line of Canal Street fifty (50) feet to the place of beginning, estimated to contain .15 of an acre, more or less.

The above-described parcel being that parcel of land described in Deed Recorded October 31, 1972 in Deed Record 1972 Page 4975, in the Office of the Recorder of Delaware County, Indiana. Said strip containing 350 square feet, more or less.

Given this 27th day of August, 2018.

Michelle A. Watts, P.S.
Registered Professional Land Surveyor
State of Indiana, Surveyor No. 21100021



This description was prepared for the Town of Yorktown by Butler, Fairman & Seufert, Inc.

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Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: 18-10-22-151-014.000-017

Parcel: 5A
Sheet: 2 of 2

A part of the Northwest Quarter of Section 22, Township 20 North, Range 9 East, Delaware County, Indiana and being a strip of land 7 feet wide, taken by parallel lines off the south side of the following described property:

A part of the northwest quarter of Section twenty-two (22) Township twenty (20) North, Range nine (9) East, more particularly described as follows: Beginning at a point where the west right of way line of Walnut Street, extended northwardly, intersects the north right-of-way line of Canal Street, as the same are now situated and established in the Town of Yorktown, and running thence westerly along the north line of Canal Street, seventy-five (75) feet, thence in a northerly direction, at right angles to the north line of Canal Street, one hundred thirty-two (132) feet thence in an easterly direction, parallel with the north line of Canal Street, seventy-five (75) feet, thence in a southerly direction, on a straight line to the place of beginning.

The above-described parcel being that parcel of land described in Deed Recorded March 13, 1951 in Deed Record 332 Page 34, in the Office of the Recorder of Delaware County, Indiana. Said strip containing 525 square feet, more or less.

Given this 27th day of August, 2018.

Michelle A. Watts, P.S.
Registered Professional Land Surveyor
State of Indiana, Surveyor No. 21100021



This description was prepared for the Town of Yorktown by Butler, Fairman & Seufert, Inc.

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PARCEL NO. : 5
ROAD NAME : CANAL ST.
COUNTY : DELAWARE
SECTION : 22
TOWNSHIP: 20 N.
RANGE : 9 E.

OWNER: INDIANA BELL TELEPHONE COMPANY, INC.
DR 332, PG. 34, DATED 01/03/1951
DR 1972, PG. 4975, DATED 10/31/1972

DRAWN BY: CKH 08/22/2018
CHECKED BY: MAW 08/23/2018
SCALE: 1"= 30'
SHEET 1 OF 1

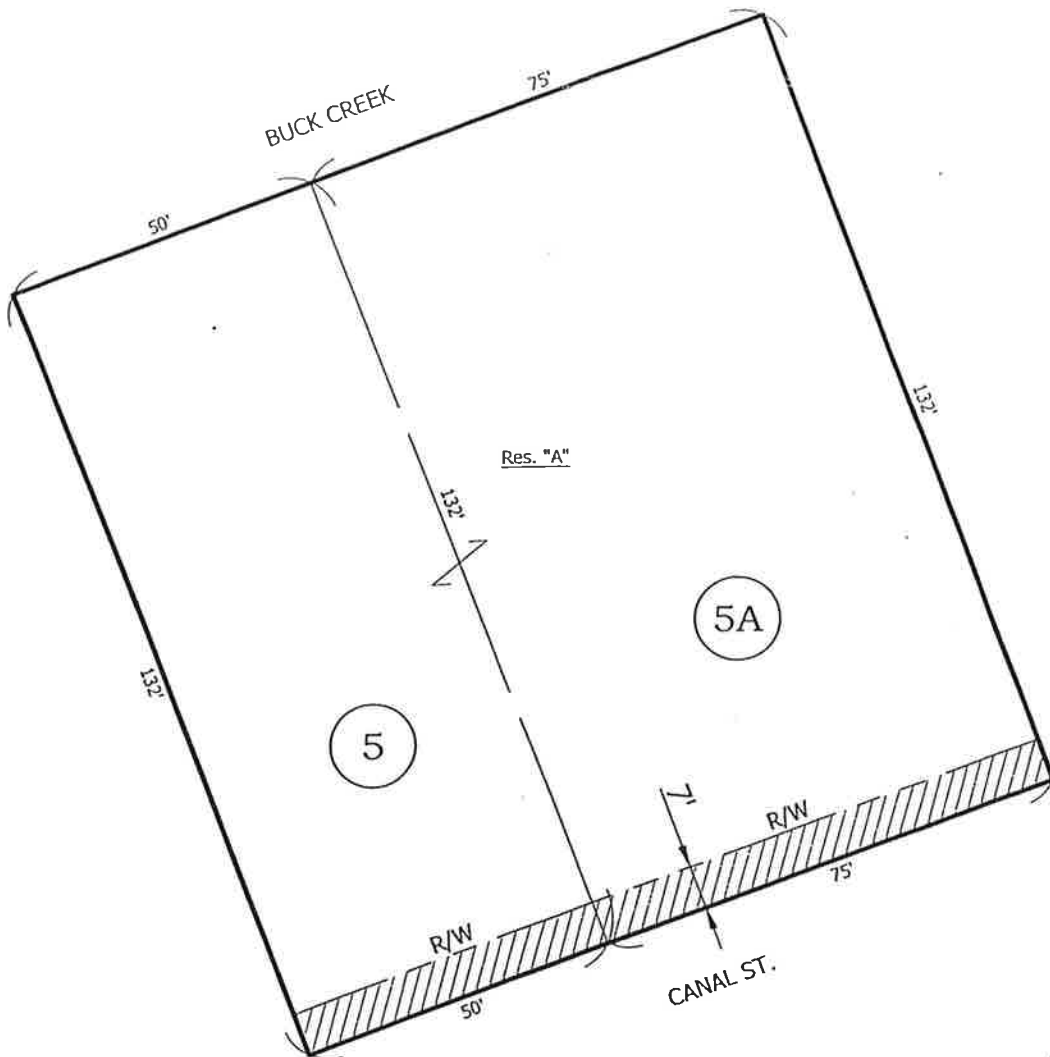
 HATCHED AREA IS THE
APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.



08/27/18

PARCEL EXHIBIT

Prepared for - TOWN OF YORKTOWN
by Butler, Fairman and Seufert, Inc. (Job #617800.0602)

Project = 6178 8/27/2018 1:49 PM CKH

It: \\609500.0000\ProjDevelopment\ROW\RWENG\CalculationDrawings\Exhibits\6178-Par005.dwg

MICHELLE A. WATTS
P.S. 21100021

Date

EXHIBIT C

PERPETUAL EASEMENT

Project: Downtown Redevelopment
Code: N/A
Parcel: 5
Page: 1 of 3

THIS INDENTURE WITNESSETH that Indiana Bell Telephone Company, Incorporated, the Grantor, conveys and warrants to the **TOWN OF YORKTOWN, INDIANA**, the Grantee, for valuable consideration, the receipt of which is hereby acknowledged, a non-exclusive perpetual easement including, but not limited to, road right of way and utility facilities right of way in, on, through, above, below and across certain real estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal descriptions attached hereto as Exhibit A and depicted in the diagram attached hereto as Exhibit B (collectively, the "Real Estate"), both of which exhibits are incorporated herein by reference, for the purpose of the construction, reconstruction, installation, maintenance, operation and repair thereupon of highway and utility facilities, and appurtenances thereto, which said appurtenances may include, but are not limited to, parking spaces, water lines, sanitary and storm sewer facilities, ditches and drainage facilities, slopes, rip rap, culverts, and like features necessary for the said highway and utility facilities.

This conveyance is subject to any and all easements, conditions and restrictions of record.

Interests in land acquired by the
Town of Yorktown
Grantee mailing address:
P.O. Box 518
Yorktown, IN 47396

Project: Downtown Redevelopment
Code: N/A
Parcel: 5
Page: 2 of 3

The undersigned represents and warrant that he/she is an authorized signatory of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the Real Estate is situated; that the Grantor has full corporate capacity to convey the interest described; that pursuant to Grantor's governing documents he/she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey to the Town of Yorktown, Indiana real estate of the Grantor, and that on the date of execution of said conveyance instruments he/she had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

Grantee, its employees, agents, contractors, subcontractors and assigns shall have the right to enter in, under, over, along and upon the Real Estate at will to construct, reconstruct, maintain, and continue to operate the highway facility and appurtenances thereon and to remove from the said area any encroaching trees or other vegetation, buildings or other obstructions to the free and unobstructed use of the Real Estate, and to make such alteration and improvements to the highway facility and appurtenances as the Grantee may deem necessary or useful. The Grantee may also, without further permission of the Grantor or the Grantor's successors in title, bargain, convey or otherwise permit the use and/or occupancy of the Real Estate to place, replace, repair or maintain utility facilities.

Grantor and its successors in title, covenants and agrees not to erect, maintain or allow to continue within the Real Estate any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the Real Estate without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantor warrants that it is the owner in fee simple of the Real Estate and has a good right to grant and convey this easement; warrants the quiet use and enjoyment thereof; warrants that the Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrants that it will defend Grantee's title in said easement and the Real Estate against all claims. This easement and its associated benefits and obligations, shall run with the Real Estate. This conveyance shall bind and inure to the benefit of the successors and assigns of the Grantee.

Project: Downtown Redevelopment
Code: N/A
Parcel: 5
Page: 3 of 3

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 2020.

INDIANA BELL TELEPHONE COMPANY, INCORPORATED

Signature (Seal)

Printed

Signature (Seal)

Printed

STATE OF _____, COUNTY OF _____ SS:

Before me, a Notary Public in and for said State and County, personally appeared _____,
the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its
voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

My Commission Expires: _____ Signed Name: _____
My County of Residence: _____ Printed Name: _____
Commission Number _____

This instrument prepared by Alan S. Townsend, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

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. Alan S. Townsend

Legal Description by Butler Fairman & Seufert, Inc.
3757898

EXHIBIT "A"

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: 18-10-22-151-013.000-017

Parcel: 5
Sheet: 1 of 2

A part of the Northwest Quarter of Section 22, Township 20 North, Range 9 East, Delaware County, Indiana and being a strip of land 7 feet wide, taken by parallel lines off the south side of the following described property:

A part of the northwest quarter of Section twenty-two (22), Township Twenty (20) North, Range Nine (9) East, more particularly described as follows: Commencing at a point in the north line of Canal Street of the Town of Yorktown, seventy-five (75) feet southwest of the point of intersection of the west line of Walnut Street produced northwestwardly with said north line of Canal Street, and running thence northwestwardly parallel with the said west line of Walnut Street produced, one hundred thirty-two (132) feet, thence running southwestwardly parallel with the north line of Canal Street fifty (50) feet, thence running southeastwardly, parallel with said west line of Walnut Street produced, one hundred thirty-two (132) feet, to the north line of said Canal Street, thence running northeastwardly on said north line of Canal Street fifty (50) feet to the place of beginning, estimated to contain .15 of an acre, more or less.

The above-described parcel being that parcel of land described in Deed Recorded October 31, 1972 in Deed Record 1972 Page 4975, in the Office of the Recorder of Delaware County, Indiana. Said strip containing 350 square feet, more or less.

Given this 27th day of August, 2018.

Michelle A. Watts, P.S.
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EXHIBIT "A"

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: 18-10-22-151-014.000-017

Parcel: 5A
Sheet: 2 of 2

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Michelle A. Watts, P.S.
Registered Professional Land Surveyor
State of Indiana, Surveyor No. 21100021



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PARCEL NO. : 5
ROAD NAME : CANAL ST.
COUNTY : DELAWARE
SECTION : 22
TOWNSHIP: 20 N.
RANGE : 9 E.

OWNER: INDIANA BELL TELEPHONE COMPANY, INC.
DR 332, PG. 34, DATED 01/03/1951
DR 1972, PG. 4975, DATED 10/31/1972

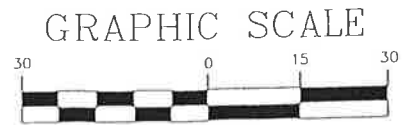
DRAWN BY: CKH 08/22/2018
CHECKED BY: MAW 08/23/2018
SCALE: 1"= 30'
SHEET 1 OF 1



HATCHED AREA IS THE
APPROXIMATE TAKING

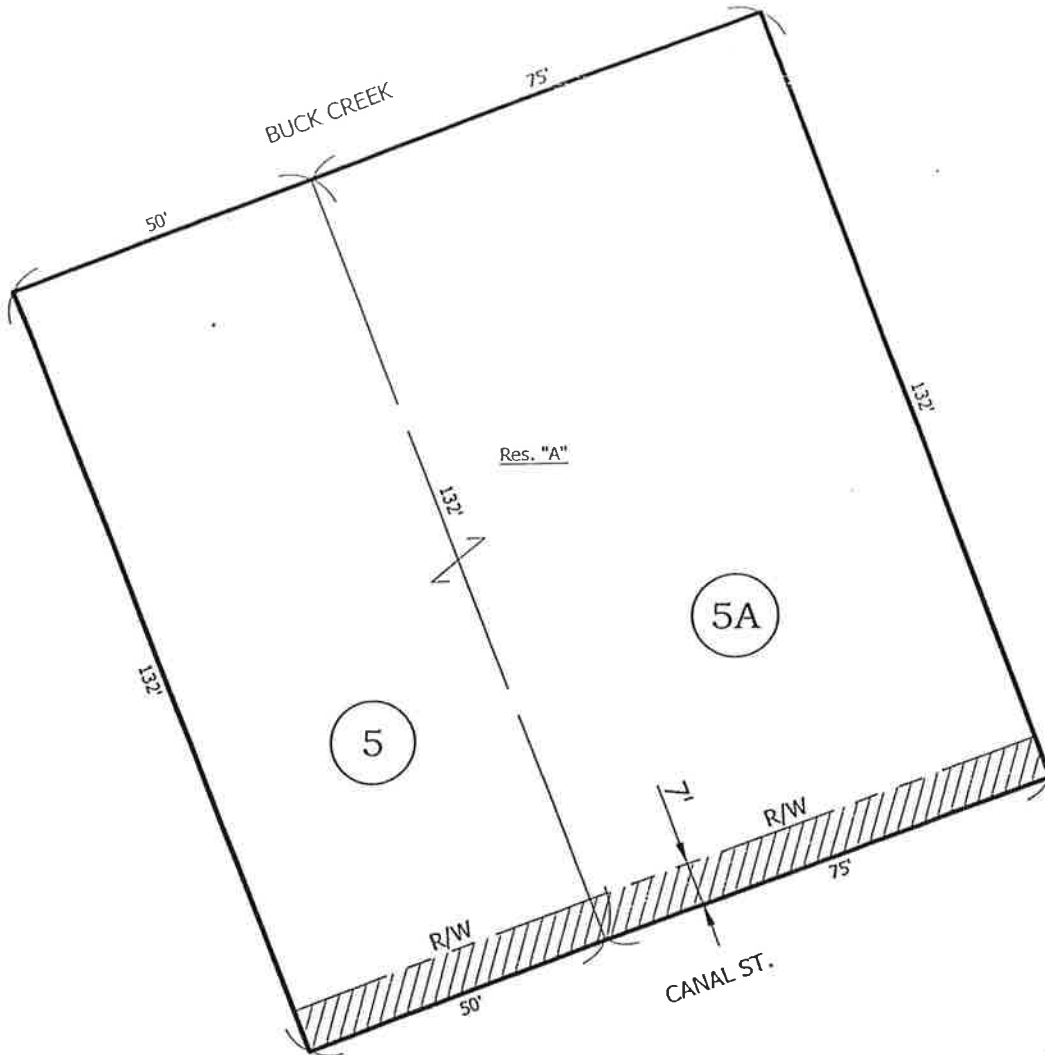
THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"



(IN FEET)
1 inch = 30 ft.

N



08/27/18

PARCEL EXHIBIT

Prepared for - TOWN OF YORKTOWN
by Butler, Fairman and Seufert, Inc. (Job #617800.0602)

Project = 6178 8/27/2018 1:49 PM CKH
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MICHELLE A. WATTS
P.S. 21100021

Date

EXHIBIT D

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Indiana Bell Telephone Company, Inc.

2 Business name/disregarded entity name, if different from above

DBA AT&T Indiana

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 5014

6 City, state, and ZIP code

Carol Stream, IL 60197-5014

7 List account number(s) here (optional)

Requester's name and address (optional)

****NOTE**** Always use "Remit To" address when making payments.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 5 - 0 4 0 7 8 2 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Karin Wright

Date ► 11/6/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT E

PARKING EASEMENT

THIS INDENTURE WITNESSETH that the Town of Yorktown, the Grantor, of Delaware County, Indiana conveys and warrants to Indiana Bell Telephone Company, Incorporated, Grantee, for valuable consideration, the receipt of which is hereby acknowledged, a non-exclusive parking easement on, above, and across certain real estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit A and depicted in the diagram attached hereto as Exhibit B (collectively, the "Real Estate"), both of which exhibits are incorporated herein by reference, for the limited purpose of parking trucks, cars, or service vehicles.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The undersigned represents and warrant that he/she is a duly authorized representative of the Grantor; that the Grantor is a municipality validly existing in the State of Indiana, that the Grantor has full capacity to convey the interest described; that pursuant to resolution of the governing body of the Grantor he/she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey to Indiana Bell Telephone Company real estate of the Grantor, and that on the date of execution of said conveyance instruments he/she had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

Grantee, its employees, agents, and representatives shall have the right to enter on, above, and across the Real Estate at will to operate and park trucks, cars, or service vehicles and to remove from the Real Estate any encroaching trees or other vegetation, buildings or other obstructions to permit the free and unobstructed use of the Real Estate, and to make such alterations and improvements to the Real Estate in a manner consistent with the use described herein.

Grantor or its successors in title, covenants and agrees not to erect, maintain or allow to continue within the Real Estate any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the Real Estate as described herein without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantor warrants that it is the owner in fee simple of the Real Estate and has a good right to grant and convey this easement; warrants the quiet use and enjoyment thereof; warrants that the Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrants that it will defend Grantee's title in said easement and the Real Estate against all claims. This easement and its associated benefits and obligations shall run with the Real Estate so long as Indiana Bell Telephone Company, Incorporated or an affiliate owns and operates a telecommunications facility at 9200 W. Canal Street, Yorktown, Indiana, 47396. This conveyance shall bind and inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 2020.

TOWN OF YORKTOWN, INDIANA

Signature

Printed

STATE OF INDIANA, COUNTY OF DELAWARE

Before me, a Notary Public in and for said State and County, personally appeared _____,
the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

My Commission Expires: _____ Signed Name: _____
My County of Residence: _____ Printed Name: _____
Commission Number _____

This instrument prepared by Alan S. Townsend, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

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. Alan S. Townsend

Legal Description by Butler Fairman & Seufert, Inc.

3758976

EXHIBIT "A"

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: 18-10-22-151-012.000-017

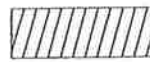
Parcel: 18
Sheet: 1 of 1

Commencing at the southwest corner of the grantor's land as described in Instrument Number 2015R05207 (all reference documents are recorded in the Office of the Recorder of Delaware County, Indiana), being a point in the North line of Canal Street as shown in the plat of the Town of Yorktown 60.0 feet North 69 degrees 57 minutes 27 seconds East (basis of bearings is a Boundary Survey Plat recorded as Instrument Number 2018R05824) of the intersection of the said North line of Canal Street with the center line of Market Street to said Town of Yorktown, extended Northward; thence North 69 degrees 57 minutes 27 seconds East on and along the North line of said Canal Street 106.25 feet to a point 14.0 feet South 69 degrees 57 minutes 27 seconds West from the southeast corner of the grantor's land, being the point of beginning; thence North 69 degrees 57 minutes 27 seconds East on and along the North line of said Canal Street 14.0 feet to the southeast corner of the grantor's land; thence North 20 degrees 20 minutes 40 seconds West along the grantor's east line 62.5 feet; thence South 69 degrees 57 minutes 27 seconds West parallel with the North line of said Canal Street 14.0 feet; thence South 20 degrees 20 minutes 40 seconds East parallel with the grantor's east line 62.5 feet to the point of beginning and containing 0.020 acres, more or less.

PARCEL NO. : 18A
ROAD NAME : WALNUT ST.
COUNTY : DELAWARE
SECTION : 22
TOWNSHIP: 20 N.
RANGE : 9 E.

OWNER: PUBLIC RIGHT-OF-WAY
ORIGINAL PLAT OF YORKTOWN

CHECKED BY: BAF 11/08/19
SCALE: 1"= 30'
SHEET 1 OF 1



HATCHED AREA IS THE
APPROXIMATE PARKING AREA

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

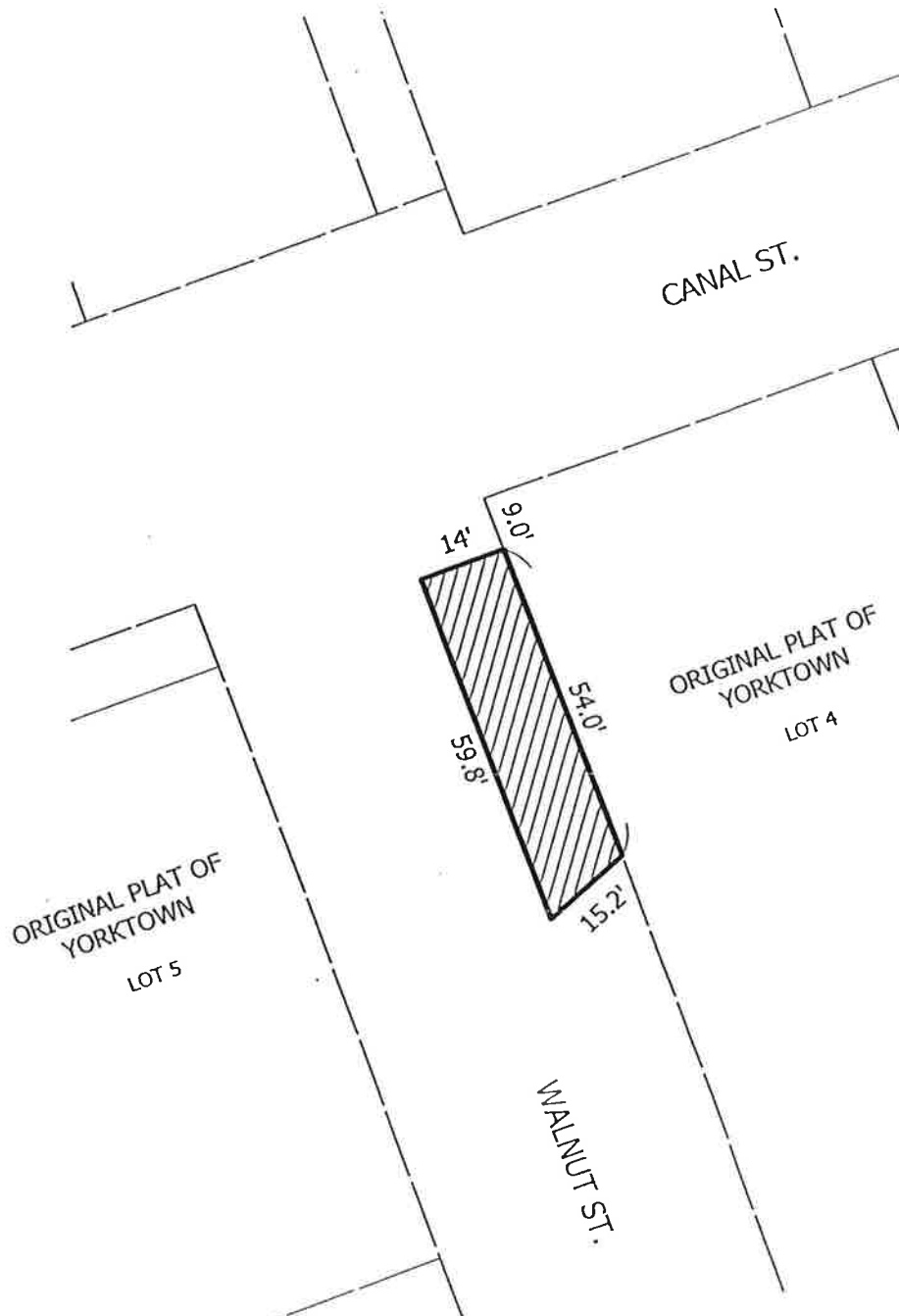
EXHIBIT "B"

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

N



EXHIBIT

Prepared for - TOWN OF YORKTOWN

by Butler, Fairman and Seufert, Inc. (Job #609500.0602)

Project = 6178 11/8/2019 2:00 PM CKH

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EXHIBIT F

ACCESS EASEMENT

THIS INDENTURE WITNESSETH that the Redevelopment Commission of the Town of Yorktown, the Grantor, of Delaware County, Indiana conveys and warrants to Indiana Bell Telephone Company, Incorporated, Grantee, for valuable consideration, the receipt of which is hereby acknowledged, a non-exclusive access easement on, above, and across certain real estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit A and depicted in the diagram attached hereto as Exhibit B (collectively, the "Real Estate"), both of which exhibits are incorporated herein by reference, for the limited purpose of access to and from the telecommunications facility owned and operated by Indiana Bell Telephone Company located at 9200 W. Canal Street, Yorktown, Indiana, 47396.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The undersigned represents and warrant that he/she is a duly authorized representative of the Grantor; that the Grantor is a redevelopment commission validly existing in the State of Indiana, that the Grantor has full capacity to convey the interest described; that pursuant to resolution of the governing body of the Grantor he/she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey to Indiana Bell Telephone Company real estate of the Grantor, and that on the date of execution of said conveyance instruments he/she had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

Grantee, its employees, agents, and representatives shall have the right to enter on, above, and across the Real Estate at will to gain access to and from the telecommunications facility owned and operated by Indiana Bell Telephone Company, Incorporated located at 9200 W. Canal Street, Yorktown, Indiana, 47396 and to remove from the Real Estate any encroaching trees or other vegetation, buildings or other obstructions to permit the free and unobstructed use of the Real Estate, and to make such alterations and improvements to the Real Estate in a manner consistent with the use described herein. In addition, Grantee shall have the right to utilize the north end of the Real Estate for the installation and maintenance of a trash receptacle or dumpster.

Grantor or its successors in title, covenants and agrees not to erect, maintain or allow to continue within the Real Estate any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the Real Estate as described herein without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantor warrants that it is the owner in fee simple of the Real Estate and has a good right to grant and convey this easement; warrants the quiet use and enjoyment thereof; warrants that the Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrants that it will defend Grantee's title in said easement and the Real Estate against all claims. This easement and its associated benefits and obligations shall run with the Real Estate so long as Indiana Bell Telephone Company, Incorporated or an affiliate owns and operates a telecommunications facility at 9200 W. Canal Street, Yorktown, Indiana, 47396. This conveyance shall bind and inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 2020.

REDEVELOPMENT COMMISSION OF THE TOWN OF YORKTOWN, INDIANA

Signature

Printed

STATE OF INDIANA, COUNTY OF DELAWARE

Before me, a Notary Public in and for said State and County, personally appeared _____,
the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

My Commission Expires: _____ Signed Name: _____
My County of Residence: _____ Printed Name: _____
Commission Number _____

This instrument prepared by Alan S. Townsend, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

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. Alan S. Townsend

Legal Description by Butler Fairman & Seufert, Inc.

3758978

EXHIBIT "A"

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: N/A

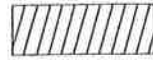
Parcel: 18A
Sheet: 1 of 1

Part of the Original Plat of the Town of Yorktown, more particularly described as follows: Beginning on the northeast line of Walnut Street, South 20 degrees 20 minutes 41 seconds East (basis of bearings is a Boundary Survey Plat recorded as Instrument Number 2018R05824) 9.0 feet from its intersection with the southeast line of Canal Street; thence continue along said northeast line South 20 degrees 20 minutes 41 seconds East 54.0 feet; thence South 47 degrees 05 minutes 47 seconds West 15.2 feet; thence North 20 degrees 20 minutes 41 seconds West 59.8 feet; thence North 69 degrees 39 minutes 19 seconds East 14.0 feet to the point of beginning and containing 797 square feet, more or less.

PARCEL NO. : 18
ROAD NAME : CANAL ST.
COUNTY : DELAWARE
SECTION : 22
TOWNSHIP: 20 N.
RANGE : 9 E.

OWNER: YORKTOWN REDEVELOPMENT COMMISSION
INST. NO. 2015R05207, DATED 04/30/2015

CHECKED BY: BAF 11/08/19
SCALE: 1"= 80'
SHEET 1 OF 1



HATCHED AREA IS THE
APPROXIMATE EASEMENT

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft

N



EASEMENT EXHIBIT

Prepared for - TOWN OF YORKTOWN
by Butler, Fairman and Seufert, Inc. (Job #609500.0602)

Project = 6178 11/8/2019 1:55 PM CKH
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ACCESS EASEMENT

THIS INDENTURE WITNESSETH that the Redevelopment Commission of the Town of Yorktown, the Grantor, of Delaware County, Indiana conveys and warrants to Indiana Bell Telephone Company, Incorporated, Grantee, for valuable consideration, the receipt of which is hereby acknowledged, a non-exclusive access easement on, above, and across certain real estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit A and depicted in the diagram attached hereto as Exhibit B (collectively, the "Real Estate"), both of which exhibits are incorporated herein by reference, for the limited purpose of access to and from the telecommunications facility owned and operated by Indiana Bell Telephone Company located at 9200 W. Canal Street, Yorktown, Indiana, 47396.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The undersigned represents and warrant that he/she is a duly authorized representative of the Grantor; that the Grantor is a redevelopment commission validly existing in the State of Indiana, that the Grantor has full capacity to convey the interest described; that pursuant to resolution of the governing body of the Grantor he/she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey to Indiana Bell Telephone Company real estate of the Grantor, and that on the date of execution of said conveyance instruments he/she had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

Grantee, its employees, agents, and representatives shall have the right to enter on, above, and across the Real Estate at will to gain access to and from the telecommunications facility owned and operated by Indiana Bell Telephone Company, Incorporated located at 9200 W. Canal Street, Yorktown, Indiana, 47396 and to remove from the Real Estate any encroaching trees or other vegetation, buildings or other obstructions to permit the free and unobstructed use of the Real Estate, and to make such alterations and improvements to the Real Estate in a manner consistent with the use described herein. In addition, Grantee shall have the right to utilize the north end of the Real Estate for the installation and maintenance of a trash receptacle or dumpster.

Grantor or its successors in title, covenants and agrees not to erect, maintain or allow to continue within the Real Estate any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the Real Estate as described herein without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantor warrants that it is the owner in fee simple of the Real Estate and has a good right to grant and convey this easement; warrants the quiet use and enjoyment thereof; warrants that the Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrants that it will defend Grantee's title in said easement and the Real Estate against all claims. This easement and its associated benefits and obligations shall run with the Real Estate so long as Indiana Bell Telephone Company, Incorporated or an affiliate owns and operates a telecommunications facility at 9200 W. Canal Street, Yorktown, Indiana, 47396. This conveyance shall bind and inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 2020.

REDEVELOPMENT COMMISSION OF THE TOWN OF YORKTOWN, INDIANA

Signature

Printed

STATE OF INDIANA, COUNTY OF DELAWARE

Before me, a Notary Public in and for said State and County, personally appeared _____,
the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

My Commission Expires: _____ Signed Name: _____
My County of Residence: _____ Printed Name: _____
Commission Number _____

This instrument prepared by Alan S. Townsend, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

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. Alan S. Townsend

Legal Description by Butler Fairman & Seufert, Inc.

3758978

EXHIBIT "A"

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: N/A

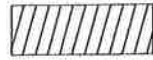
Parcel: 18A
Sheet: 1 of 1

Part of the Original Plat of the Town of Yorktown, more particularly described as follows: Beginning on the northeast line of Walnut Street, South 20 degrees 20 minutes 41 seconds East (basis of bearings is a Boundary Survey Plat recorded as Instrument Number 2018R05824) 9.0 feet from its intersection with the southeast line of Canal Street; thence continue along said northeast line South 20 degrees 20 minutes 41 seconds East 54.0 feet; thence South 47 degrees 05 minutes 47 seconds West 15.2 feet; thence North 20 degrees 20 minutes 41 seconds West 59.8 feet; thence North 69 degrees 39 minutes 19 seconds East 14.0 feet to the point of beginning and containing 797 square feet, more or less.

PARCEL NO. : 18
ROAD NAME : CANAL ST.
COUNTY : DELAWARE
SECTION : 22
TOWNSHIP: 20 N.
RANGE : 9 E.

OWNER: YORKTOWN REDEVELOPMENT COMMISSION
INST. NO. 2015R05207, DATED 04/30/2015

CHECKED BY: BAF 11/08/19
SCALE: 1"= 80'
SHEET 1 OF 1

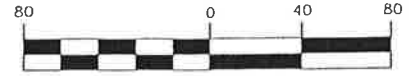


HATCHED AREA IS THE
APPROXIMATE EASEMENT

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.



EASEMENT EXHIBIT

Prepared for - TOWN OF YORKTOWN
by Butler, Fairman and Seufert, Inc. (Job #609500.0602)

Project = 6178 11/8/2019 1:55 PM CKH
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PARKING EASEMENT

THIS INDENTURE WITNESSETH that the Town of Yorktown, the Grantor, of Delaware County, Indiana conveys and warrants to Indiana Bell Telephone Company, Incorporated, Grantee, for valuable consideration, the receipt of which is hereby acknowledged, a non-exclusive parking easement on, above, and across certain real estate situated in the County of Delaware, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit A and depicted in the diagram attached hereto as Exhibit B (collectively, the "Real Estate"), both of which exhibits are incorporated herein by reference, for the limited purpose of parking trucks, cars, or service vehicles.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The undersigned represents and warrant that he/she is a duly authorized representative of the Grantor; that the Grantor is a municipality validly existing in the State of Indiana, that the Grantor has full capacity to convey the interest described; that pursuant to resolution of the governing body of the Grantor he/she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he/she is therefore, fully authorized and empowered to convey to Indiana Bell Telephone Company real estate of the Grantor, and that on the date of execution of said conveyance instruments he/she had full authority to so act; and that all necessary action for the making of this conveyance has been duly taken.

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Grantor or its successors in title, covenants and agrees not to erect, maintain or allow to continue within the Real Estate any building, structure, fence, plantings or other obstruction to the Grantee's free and unobstructed use of the Real Estate as described herein without the prior express written permission of the Grantee. Such permission shall not be effective unless and until recorded.

Grantor warrants that it is the owner in fee simple of the Real Estate and has a good right to grant and convey this easement; warrants the quiet use and enjoyment thereof; warrants that the Real Estate is free from all encumbrances inconsistent with the Grant contained herein; and warrants that it will defend Grantee's title in said easement and the Real Estate against all claims. This easement and its associated benefits and obligations shall run with the Real Estate so long as Indiana Bell Telephone Company, Incorporated or an affiliate owns and operates a telecommunications facility at 9200 W. Canal Street, Yorktown, Indiana, 47396. This conveyance shall bind and inure to the benefit of the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 2020.

TOWN OF YORKTOWN, INDIANA

Signature

Printed

STATE OF INDIANA, COUNTY OF DELAWARE

Before me, a Notary Public in and for said State and County, personally appeared _____,
the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be its
voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

My Commission Expires: _____ Signed Name: _____
My County of Residence: _____ Printed Name: _____
Commission Number _____

This instrument prepared by Alan S. Townsend, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

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. Alan S. Townsend

Legal Description by Butler Fairman & Seufert, Inc.

3758976

EXHIBIT "A"

Project: YORKTOWN DOWNTOWN REDEVELOPMENT
Tax I.D.: 18-10-22-151-012.000-017

Parcel: 18
Sheet: 1 of 1

Commencing at the southwest corner of the grantor's land as described in Instrument Number 2015R05207 (all reference documents are recorded in the Office of the Recorder of Delaware County, Indiana), being a point in the North line of Canal Street as shown in the plat of the Town of Yorktown 60.0 feet North 69 degrees 57 minutes 27 seconds East (basis of bearings is a Boundary Survey Plat recorded as Instrument Number 2018R05824) of the intersection of the said North line of Canal Street with the center line of Market Street to said Town of Yorktown, extended Northward; thence North 69 degrees 57 minutes 27 seconds East on and along the North line of said Canal Street 106.25 feet to a point 14.0 feet South 69 degrees 57 minutes 27 seconds West from the southeast corner of the grantor's land, being the point of beginning; thence North 69 degrees 57 minutes 27 seconds East on and along the North line of said Canal Street 14.0 feet to the southeast corner of the grantor's land; thence North 20 degrees 20 minutes 40 seconds West along the grantor's east line 62.5 feet; thence South 69 degrees 57 minutes 27 seconds West parallel with the North line of said Canal Street 14.0 feet; thence South 20 degrees 20 minutes 40 seconds East parallel with the grantor's east line 62.5 feet to the point of beginning and containing 0.020 acres, more or less.

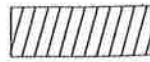
PARCEL NO. : 18A
ROAD NAME : WALNUT ST.
COUNTY : DELAWARE
SECTION : 22
TOWNSHIP: 20 N.
RANGE : 9 E.

OWNER: PUBLIC RIGHT-OF-WAY
ORIGINAL PLAT OF YORKTOWN

CHECKED BY: BAF 11/08/19

SCALE: 1"= 30'

SHEET 1 OF 1



HATCHED AREA IS THE
APPROXIMATE PARKING AREA

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE
AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

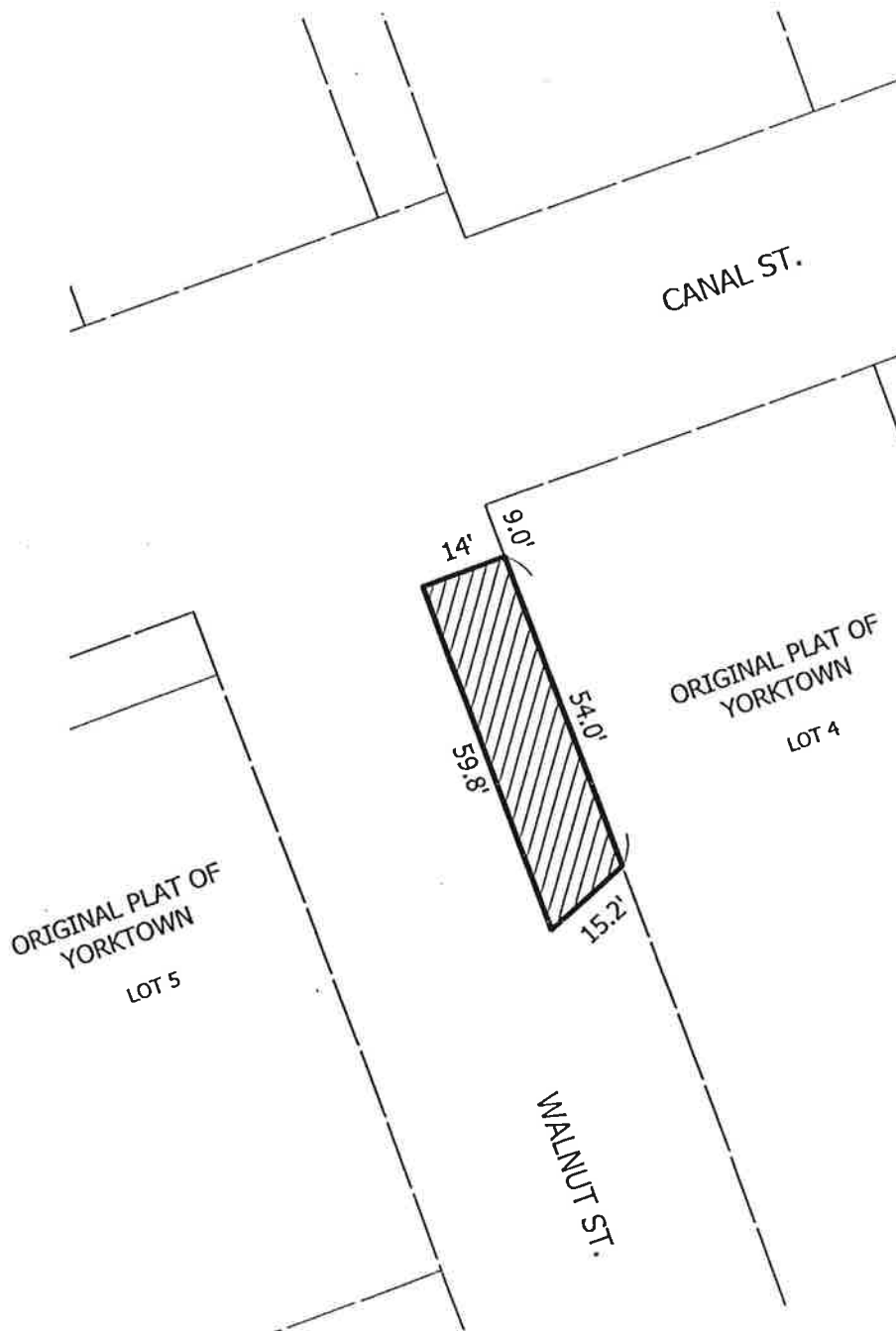
EXHIBIT "B"

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

N



EXHIBIT

Prepared for - TOWN OF YORKTOWN

by Butler, Fairman and Seufert, Inc. (Job #609500.0602)

Project = 6178 11/8/2019 2:00 PM CKH

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