

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made and entered into to be effective as of October ____, 2018 ("Effective Date"), by and between the **ESTATE OF RICK L. HUNT** ("Assignor"), and _____ a _____ ("Assignee").

RECITALS:

This Agreement is made with reference to the following facts:

A. The Estate of Rick L. Hunt ("Owner") is the record owner of that certain real property and the improvements thereon located at 3890 CR 174, Parker Co 80504, more particularly described as:

See attached exhibit "A"

(the "Property").

B. Owner entered into Lease with its Cellular Tower Network Corp. d/b/a Verizon Communications concerning its possession of that portion of the Property as further defined in the Lease (the "Lease").

C. Assignee is purchasing the Property from Owner and has advised Owner and Assignor that it wishes to take assignment of the Cellular Tower Network Lease.

D. To effectuate Assignee's purchase of the Property, Assignor thereby agrees to assign to Assignee and Assignee wishes to accept and assume all of Assignor's right, title and interest in and to the Lease with Cellular Tower Network Corp., together with all rights, duties and obligations thereunder as set forth below.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignor hereby assigns and delegates unto Assignee, its successors and assigns, all of Assignor's right, title, interest, duties and obligations in, to and under the Cellular Tower Network Corp. Lease at the Property.

2. Assignee hereby accepts the assignment of the Lease and agrees to assume the obligations of Assignor thereunder on or after the date hereof.

3. The parties hereto agree to execute such further documents and agreements as may be necessary or appropriate to effectuate the purposes of this Agreement.

4. Assignee retains the right to further assign the Lease.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

ASSIGNOR:

THE ESTATE OF RICK L. HUNT

By: _____
Name: _____
Title: _____

ASSIGNEE:

Signed: _____
By: _____
Its: _____

EXHIBIT A

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 64 WEST OF THE 6TH P.M., SAID POINT BEING A 3-1/4" ALUMINUM CAP STAMPED "PLS 38026", FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 31, AS MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED "PLS 38026", BEARS NORTH 89°22'52" EAST, A DISTANCE OF 2,544.32 FEET WITH ALL BEARINGS CONTAINED HEREIN REFERENCED THERETO;
THENCE NORTH 89°22'52" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 31, A DISTANCE OF 935.88 FEET;
THENCE SOUTH 00°16'00" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 1,256.26 FEET;
THENCE SOUTH 89°47'12" EAST A DISTANCE OF 121.62 FEET;
THENCE SOUTH 12°33'26" EAST A DISTANCE OF 244.13 FEET;
THENCE SOUTH 27°15'56" EAST A DISTANCE OF 956.29 FEET;
THENCE SOUTH 49°36'48" EAST A DISTANCE OF 453.95 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31;
THENCE SOUTH 89°35'31" WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 1,898.42 FEET TO THE TO THE CENTER CORNER OF SAID SECTION 31;
THENCE NORTH 00°12'48" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 31, A DISTANCE OF 2,642.60 FEET TO THE POINT OF BEGINNING,
COUNTY OF ELBERT, STATE OF COLORADO.

Also known and numbered as Property Address: 3890 COUNTY ROAD 174, PARKER, CO 80134