

STATE OF INDIANA
LAKE COUNTY
FILED

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NOTARY PUBLIC

SIGN LOCATION LEASE

THIS AGREEMENT, entered into this 1ST day of FEBRUARY, 2000 between PHOENIX MAINTENANCE LLC, a limited liability company, hereafter referred to as LESSEE, and THE SANITARY DISTRICT OF THE CITY OF HAMMOND, BOARD OF SANITARY COMMISSIONERS, hereafter referred to as LESSOR.

1. LEASED PREMISES: Lessor hereby leases to Lessee two (2) sites of approximately 125 square feet of ground area each, as more particularly diagrammed and described on Exhibit A which is attached hereto as a part hereof, on Lessor's real estate adjacent to Calumet Avenue in the City of Hammond, Lake County, Indiana, (said real estate having the legal description as set forth on Exhibit B attached hereto as a part hereof), for the purpose of constructing, operating and maintaining two sign structures.

2. IMPROVEMENTS: Lessee shall furnish all material, equipment and labor required for such purpose, and Lessee shall be solely responsible for the selection of methods and processes and the operation of equipment used to carry out its work. Lessee is and shall remain the owner of all structures, equipment, materials and fixtures placed by it upon the site, and has the right to remove or change same at any time during the term of this Lease.

3. LESSOR'S TITLE: Lessee understands that Lessor acquired said real estate by virtue of a Tax Deed from the Auditor of Lake County, Indiana, and that Lessor is presently prosecuting a quiet title action in the Lake Circuit Court at Crown Point, Indiana in an attempt to perfect its title to said real estate, and therefore Lessor does not make any warranty or representation to Lessee as to its title to said real estate. Lessee has had the opportunity to examine the Tax Deed proceedings, the Chicago Title Insurance Company title commitment No.LD477261C dated 8-18-99 covering said real estate, and the quiet title action to determine the status of Lessor's title to said real estate.

4. TERM: The term of this lease shall commence on the execution date thereof and shall continue for a period of Ten (10) years, unless terminated by Lessor or Lessee in accordance with the provisions of Paragraph 5 hereof.

5. RENT: Lessee agrees to pay Lessor ten percent (10%) of all advertising revenues Lessee receives from the use of the two signs.

Record and return to: G. Edward McHie, 53 Muenich Court, Hammond, IN 46320

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Such payments shall be made to Lessor by Lessee on a monthly basis, no later than the twentieth (20th) day of the month following the end of the month in which revenues for the sign(s) are received by Lessee from its advertisers. Copies of the advertising agreements that generate such advertising revenues shall be furnished by Lessee to Lessor.

6. CANCELLATION RIGHTS:

Lessor, at its option, has the unconditional right to terminate this Lease at any time upon ninety (90) days written notice to Lessee. This right of cancellation is not conditioned upon any particular cause, reason or fact situation, but is an unconditional right to terminate.

Lessee, at its option, may terminate this Lease upon ninety (90) days notice in writing to Lessor if: the visibility of one or more faces of the signs to the travelling public is obstructed or obscured; if there is a diversion of traffic from or a change in direction of traffic past the signs; or, if federal, state or local statute, ordinance, regulation or other governmental action precludes or materially limits the use of the site or the signs.

Upon termination of this lease at the end of the term or at any other time as permitted by this Paragraph 5, Lessee shall dismantle and remove the signs, and all structures, equipment, materials and fixtures which Lessee has placed upon the property, and Lessee may retain the salvaged materials. Such dismantling and removal shall be completed within ninety (90) days: after the end of the term; after Lessee gives notice of termination to Lessor; or after Lessor give notice of termination to Lessee. If Lessee fails to dismantle and remove as herein required, Lessor shall have the right to undertake and/or complete such dismantling and removal, and the reasonable cost thereof shall be reimbursed to Lessor by Lessee.

7. OBSTRUCTION OF SIGNS: Lessor agrees not to erect or permit any other party to erect any advertising displays or other obscuring device on any property owned or controlled by it, within 1000 feet of Lessee's proposed signs.

8. IMPROVEMENTS: Lessee shall remain the owner of all structures and improvements placed by it on said property, and has the right to change the same at any time during the term of this Lease.

9. RIGHT OF INGRESS AND EGRESS: Lessor grants to Lessee the right of ingress and egress to and from the Site or the purposes of: constructing and maintaining the signs; providing necessary utility services to the signs; and trimming or removing any vegetation or other obstructions which obscure the signs from the travelling public.

10. ASSIGNMENT: Lessee may not sublet the Site or the Signs and may not assign this Lease without the prior written approval of the Lessor, which approval will not be unreasonably withheld. Lessor shall have the unrestricted right to sell or convey the real estate and to assign this Lease.

11. RECORDING OF LEASE: Lessor and Lessee agree that Lessor may record a Memorandum of this Lease in the Office of the Recorder of Lake County, Indiana.

12. INDEMNITY: Lessee for itself, its successors and assigns, agrees to defend, indemnify and hold harmless Lessor, its successors and assigns, and its agents, servants and employees for and against any and all claims, demands, damages, actions or causes of action at law or in equity, together with any and all losses, costs or expenses and attorneys' fees, in connection therewith or related thereto, asserted by any entity, person or persons, including but not limited to employees of Lessee, for bodily injuries, death or property damage arising or in any manner growing out of any work governed or controlled by this Lease. Lessee agrees to fully perform and fulfill its obligations hereunder to defend, indemnify and hold harmless Lessor, its successors and assigns and its agents, servants and employees regardless of whether or not the alleged bodily injuries, death or property damage is caused or is alleged to be caused in whole or in part by the conduct, fault or negligence of Lessor and /or its agents, servants or employees; activities or conditions upon Lessor's premises, including those for which Lessor is, or is alleged to be, strictly and/or absolutely liable; and/or defects in, or the condition of Lessor's real estate.

13. INSURANCE: Lessee shall maintain and require its subcontractors, if any, to maintain in full force and effect throughout the entire term of this Lease, insurance coverage (under an occurrence policy form,) insuring: (a) Lessee's obligations

under Paragraph 11 hereof; (b) Lessee's, Lessor's and/or Lessor's agents, servants, and employees liability to pay for any bodily injuries or death received or sustained by any person or persons, including employees of Lessee, in any manner caused by, arising from, incident to, connected with or growing out of the work governed by this Lease, the use of machinery, equipment or vehicles on Lessor's premises, and/or the condition of Lessor's real estate; and (c) Lessee's, Lessor's and/or Lessor's agents, servants, and employees liability to pay for any and all loss, damage and injury to the property of any and all persons in any manner caused by, arising from, incident to, connected with or growing out of the work governed by this Lease, the use of machinery, equipment or vehicles on Lessor's premises, and/or activities upon, or the condition of Lessor's real estate.

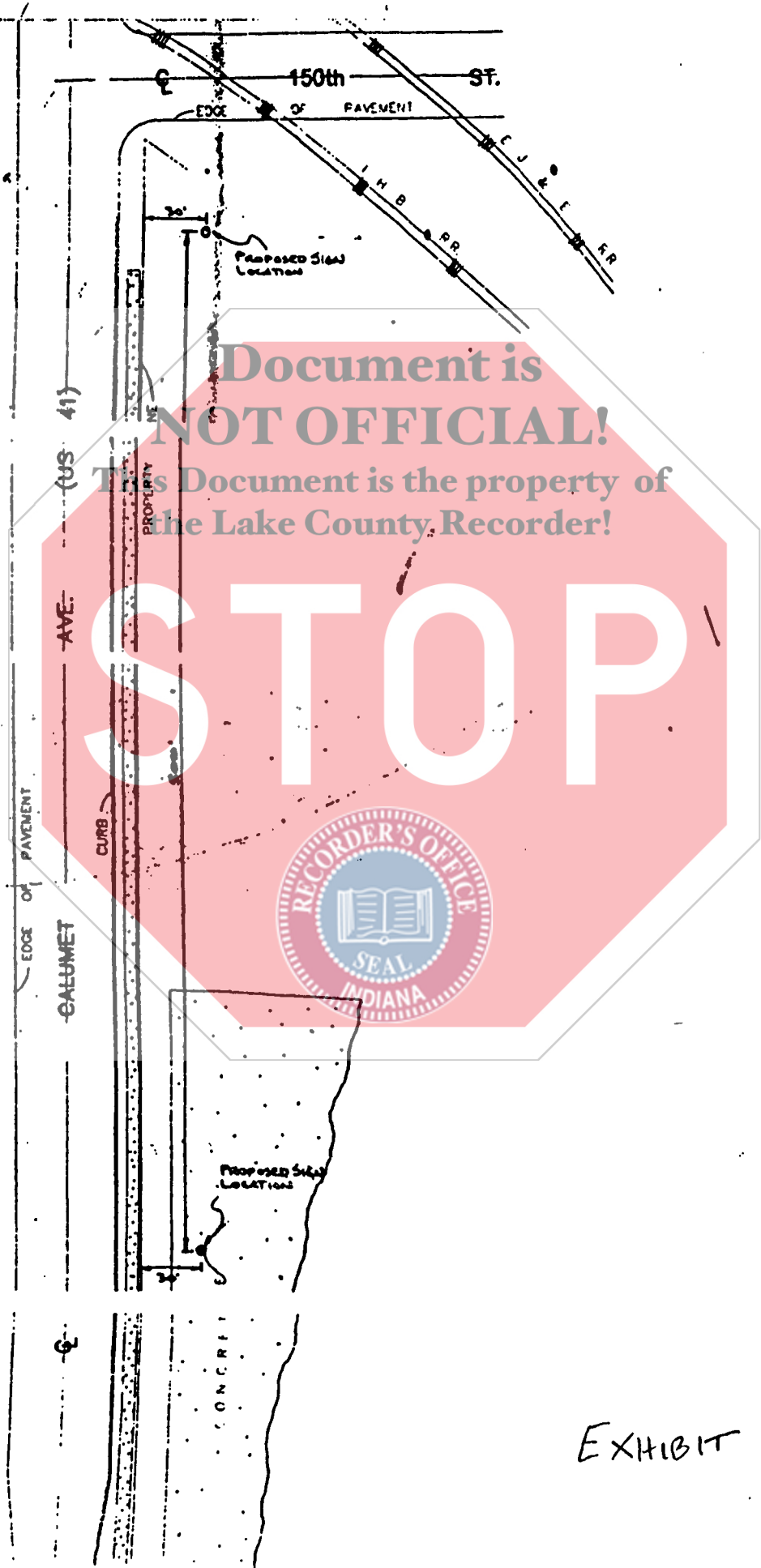
Said policies of insurance shall designate Lessor as an additional insured and provide insurance coverage of not less than \$2,000,000.00 for bodily injury or death arising out of any one occurrence and \$2,000,000.00 for property damage arising out of any one occurrence.

Said insurance policies shall provide a defense and coverage to Lessor and/or Lessor's agents, servants, and employees regardless of whether the alleged bodily injury, death or property damage was caused or alleged to be caused in whole or in part by the conduct, fault or negligence of Lessor or its agents, servants and employees; activities or conditions upon Lessor's premises, including those for which Lessor is or is alleged to be, strictly and/or absolutely liable; and/or defect in or the condition of Lessor's land.

The provisions of this Paragraph shall be enforceable and Lessee shall be bound thereby regardless of whether or not the indemnity provisions of Paragraph 12 of this Lease are determined to be enforceable.

14. CONDITION OF REAL ESTATE. Lessee acknowledges that certain concrete foundations exist on said real estate and that Lessee has examined the real estate and is aware of all conditions that exist thereon and accepts the same "as is" in its present condition.

15. SUCCESSOR AND ASSIGNS: This Lease shall be binding upon the heirs, executors, personal representative, successors and



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STOP



NOT TO SCALE

EXHIBIT A

EXHIBIT B TO SIGN LOCATION LEASE
BETWEEN PHOENIX MAINTENANCE LLC AS LESSOR AND
THE SANITARY DISTRICT OF THE CITY OF HAMMOND, BOARD
OF SANITARY COMMISSIONERS AS LESSOR

Key No. 37-77-9 (Tax Unit No. 26)

THE WEST 480 FEET OF GOVERNMENT LOT 4, IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M., LYING SOUTH OF THE RIGHT OF WAY OF THE EAST CHICAGO BELT RAILROAD COMPANY (NOW KNOWN AS THE CHICAGO JUNCTION RAILROAD COMPANY), EXCEPTING, HOWEVER, THE WEST 30 FEET OF SAID WEST 480 FEET, NOW A PART OF CALUMET AVENUE, IN THE CITY OF HAMMOND, IN LAKE COUNTY, INDIANA; THE EAST LINE OF SAID WEST 480 FEET BEING PARALLEL WITH AND 480 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 4, AND THE EAST LINE OF SAID WEST 30 FOOT BEING PARALLEL WITH AND 30 FEET EAST OF THE WEST LINE OF SAID GOVERNMENT LOT 4; SAID RIGHT OF WAY BEING A STRIP OF LAND 100 FEET WIDE RUNNING ACROSS SAID GOVERNMENT LOT 4 AND LYING 50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT, 1297 FEET SOUTH OF THE NORTH LINE OF SAID SECTION, AND RUNNING IN A NORTHWESTERLY DIRECTION ON A 6 DEGREE CURVE TO THE RIGHT (RADIUS 955.4 FEET) WHICH IS TANGENT AT THE ABOVE DESCRIBED POINT TO A LINE WHOSE MAGNETIC COURSE IS NORTH 82 DEGREES 30 MINUTES WEST FOR A DISTANCE OF 513.5 FEET TO A POINT; THENCE IN A STRAIGHT LINE WHOSE MAGNETIC COURSE IS NORTH 51 DEGREES 34 MINUTES WEST, AND WHICH IS TANGENT TO THE ABOVE DESCRIBED 6 DEGREE CURVE AT THE LAST DESCRIBED POINT FOR A DISTANCE OF 524.7 FEET TO A POINT, THENCE ON A 6 DEGREE CURVE TO THE LEFT (RADIUS 955.4 FEET) AND WHICH IS ALSO TANGENT TO THE ABOVE DESCRIBED STRAIGHT LINE, WHOSE MAGNETIC COURSE IS NORTH 51 DEGREES 34 MINUTES WEST FOR A DISTANCE OF 278 FEET TO A POINT ON THE WEST LINE OF SAID SECTION, WHICH POINT IS 548.3 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 31, AS SAID RIGHT OF WAY IS DESCRIBED IN THE INSTRUMENT OF APPROPRIATION FILED MARCH 9, 1892 AND RECORDED IN ORDER BOOK 3, PAGE 367 TO 371, LAKE CIRCUIT COURT, LAKE COUNTY, INDIANA; AND INCLUDING ALSO IN SUCH RIGHT OF WAY A STRIP OF LAND 66 FEET WIDE ACROSS SAID GOVERNMENT LOT 4, THE NORTHERLY LINE OF SAID LAST STRIP BEING PARALLEL WITH AND 50 FEET SOUTHERLY FROM THE CENTER LINE OF SAID 100 FOOT STRIP OF LAND FIRST DESCRIBED ABOVE, ACCORDING TO INSTRUMENT OF APPROPRIATION FILED IN THE EAST CHICAGO BELT RAILROAD COMPANY VS JOHN M. AYER AND OTHERS, IN THE LAKE CIRCUIT COURT OF LAKE COUNTY, INDIANA, WHEREIN AN ORDER OF AWARD IS ENTERED AND RECORDED IN SAID COURT IN ORDER BOOK 7, PAGE 421 TO 429, ALL IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 1st day of February, 2000, personally appeared the within named ANTHONY ABILDUA, STANLEY J. DOSTATNI, H. GENE ACHOR, and RUSSELL A. SNYDER, known to me to be the Commissioners of the Board of Sanitary Commissioners of THE SANITARY DISTRICT OF THE CITY OF HAMMOND, who, as such Commissioners, acknowledged the execution of the foregoing Sign Location Lease as the free and voluntary act of THE SANITARY DISTRICT OF THE CITY OF HAMMOND, BOARD OF SANITARY COMMISSIONERS.

Witness my hand and official seal.

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Catherine J. Bobalik
Catherine J. Bobalik
Notary Public

My Commission Expires: 3/24/01
County of Residence: Lake

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 1st day of FEBRUARY, 2000, personally appeared the within named CRAIG FULLER, known to me to be the Manager of PHOENIX MAINTENANCE LLC, a Limited Liability Company, who, as such Manager, acknowledged the execution of the foregoing Sign Location Lease as the free and voluntary act of said Limited Liability Company.

Witness my hand and official seal.

J. B. Smith
Notary Public

My Commission Expires: 12-17-08
County of Residence: Lake

This Lease prepared by: G. Edward McHie, Attorney at Law
53 Muenich Court, Hammond, IN 46320

