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**WARRANTY DEED WITH RESERVATION OF PERMANENT EASEMENT**

THIS INDENTURE WITNESSETH, that **MERRILLVILLE CONSERVANCY DISTRICT, GRANTOR**, an Indiana political subdivision of Lake County, Indiana, conveys and warrants in fee simple to **GRANTEE, TLC PROPERTIES, INC., D/B/A LAMAR OUTDOOR ADVERTISING**, a For-Profit Foreign Corporation, of Baton Rouge in the State of Louisiana, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the following real estate in Lake County, in the State of Indiana, commonly known as approximately 9197 Broadway, Merrillville, Indiana, and legally described as:

That part of the Southwest 1/4 of Section 27, Township 35 North, Range 8 West of the Second Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 27; thence North on the West line of said Southwest 1/4 a distance of 960.00 feet to the point of beginning; thence East perpendicular to the last described line a distance of 132.27 feet to a point; thence North perpendicular to the last described line a distance of 80.00 feet to a point; thence West perpendicular to the last described line a distance of 131.92 feet to a point on the West line of said Southwest 1/4; thence South on the last described line a distance of 80.00 feet to the point of beginning; (except that part taken for State Highway 53.) in Lake County, Indiana.

This conveyance is subject to all encumbrances, easements, rights of way, and restrictions of record.

Lake County Tax Key #08-15-0126-0020.

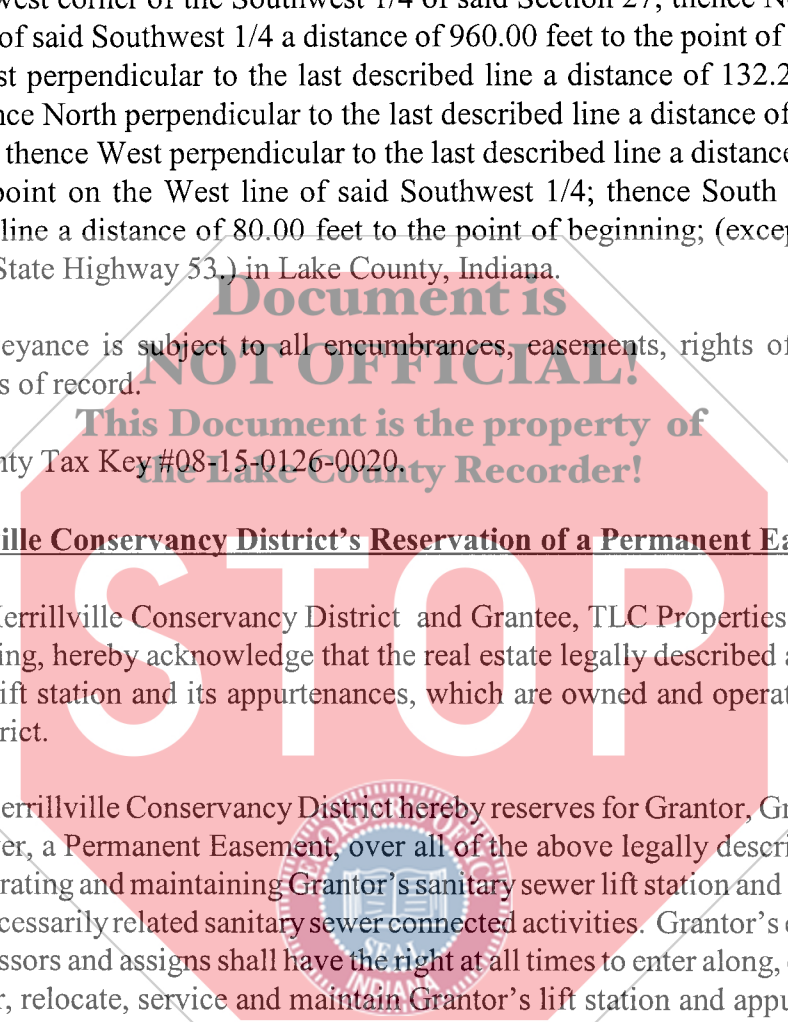
**Merrillville Conservancy District's Reservation of a Permanent Easement**

Grantor Merrillville Conservancy District and Grantee, TLC Properties, Inc., d/b/a Lamar Outdoor Advertising, hereby acknowledge that the real estate legally described above is the site of a sanitary sewer lift station and its appurtenances, which are owned and operated by Merrillville Conservancy District.

Grantor Merrillville Conservancy District hereby reserves for Grantor, Grantor's successors and assigns, forever, a Permanent Easement, over all of the above legally described real estate for the purpose of operating and maintaining Grantor's sanitary sewer lift station and appurtenances and conducting any necessarily related sanitary sewer connected activities. Grantor's employees, agents, contractors, successors and assigns shall have the right at all times to enter along, over and upon said easement to repair, relocate, service and maintain Grantor's lift station and appurtenances, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful. Grantor covenants that, in the maintenance or operation of Grantor's lift station, sewer lines and appurtenances under, upon, over and across the above described real estate, Grantor will restore any area disturbed by its works to as near the original condition as is practicable.

SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

CHICAGO TITLE INSURANCE COMPANY



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Handwritten initials: 21 CT 20

Cm 620080118

MAR 27 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

002940

**Grantor Merrillville Conservancy District covenants that Grantor will not expand Grantor's present use of the real estate and permanent easement in any manner that will materially interfere with Grantee's use of the real estate.**

Grantor Merrillville Conservancy District covenants that during any construction period for maintenance or future repairs which may be necessary, neither the Grantor nor Grantor's agents, employees or contractors shall restrict the Grantee from reasonable ingress and egress to the premises. Grantor will indemnify and hold Grantee harmless from any and all liens which Grantor's contractor or its subcontractors might place upon Grantee's property during or as the result of any period of construction.

Grantor Merrillville Conservancy District shall and will indemnify and save the Grantee, Grantee's successors and assigns, harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantor, Grantor's employees, agents or contractors, in the construction, erection, maintenance, operation, repair or renewal of Grantor's lift station, sewer lines, structures and appurtenances connected therewith. If any such liens are placed upon the Grantee's property, Grantor Merrillville Conservancy District will see that said liens are immediately removed or bonded over.

Grantee TLC Properties, Inc., d/b/a Lamar Outdoor Advertising, shall and will indemnify and save the Grantor, Grantor's successors and assigns, harmless from and against any and all damage, injuries, losses, claims, demands or costs proximately caused by the fault, culpability, or negligence of the Grantee, Grantee's employees, agents or contractors.

Grantee will be responsible for the payment of all real estate taxes due on the above-described real estate and for maintaining the lawn, landscaping, fence, and paved areas.

IN WITNESS WHEREOF, the duly authorized representative of Grantor Merrillville Conservancy District has signed this instrument on the 24<sup>th</sup> day of March, 2008.

**MERRILLVILLE CONSERVANCY DISTRICT, GRANTOR**

By:   
**JOSEPH T. SANOK,**  
Secretary-Treasurer of Merrillville Conservancy District's Board of Directors

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County, this 24<sup>th</sup> day of March , 2008, came Grantor Merrillville Conservancy District by Joseph T. Sanok, Secretary-Treasurer of Merrillville Conservancy District’s Board of Directors, and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of March, 2008.

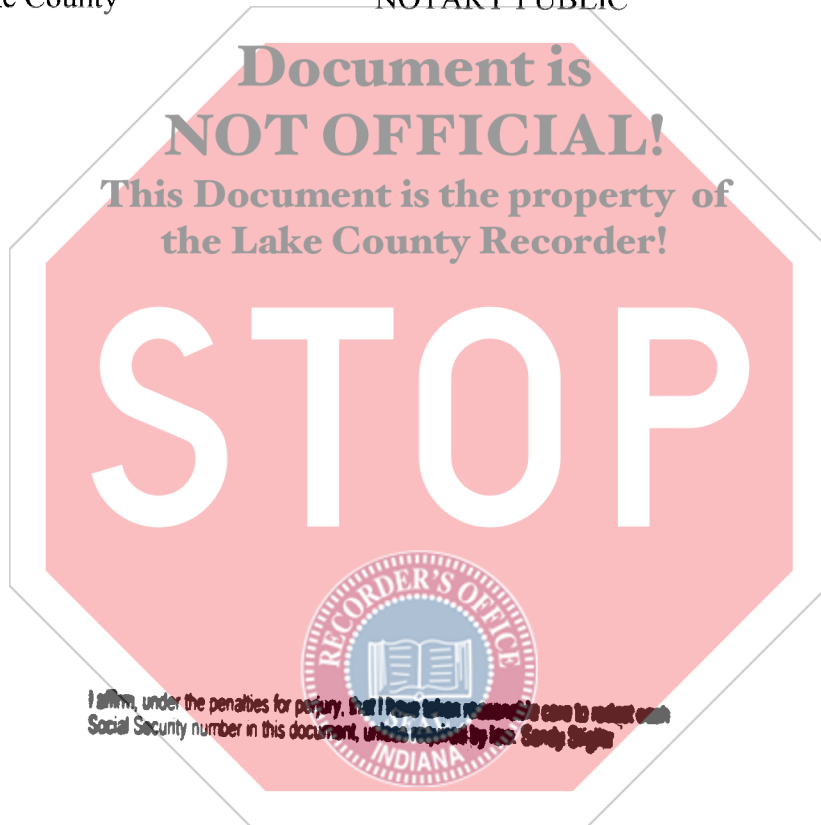
My Commission Expires:

4<sup>th</sup> Day of May, 2009

Resident of Lake County



WILLIAM L. TOUCHETTE  
NOTARY PUBLIC



This instrument prepared by William L. Touchette, Attorney at Law, 8705 Merrillville Road, P.O. Box 10038, Merrillville, Indiana 46411-0038; Telephone: (219) 980-1919.