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STATE OF INDIANA GL#25-1201-4832  
LAKE COUNTY GL#25-1201-4833  
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MICHAEL A. BROWN  
TLC 020084572 CM

**GRANT OF EASEMENT**

\* UNITED STATES OF AMERICA

By: LAKE COUNTY TRUST #1720

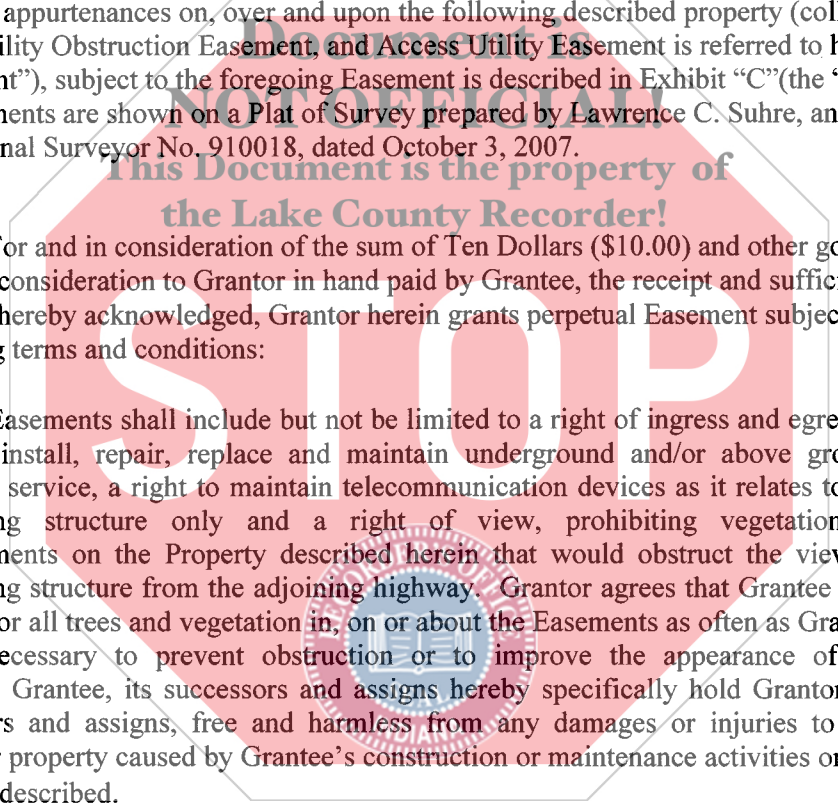
\* STATE OF INDIANA

TO: TLC PROPERTIES, INC.

\* COUNTY OF LAKE

This Grant of Easement ("Agreement") is made this 3 day of October 2008, by and between Lake County Trust #1720, whose address is 2200 North Main Street, Crown Point, Indiana 46307 ("Grantor"), and TLC PROPERTIES, INC., a Louisiana Corporation, whose address is 5551 Corporate Boulevard, Baton Rouge, LA 70808 (TIN: 72-0640751) ("Grantee").

The Grantor, its successors and assigns, do hereby grant, sell and convey unto Grantee, its successors and assigns, a maintenance and visibility easement (the "Visibility Obstruction Easement"), which is described in Exhibit "A", together with an access & utility easement (the "Access Easement"), which is described in Exhibit "B", and all necessary or desirable appurtenances on, over and upon the following described property (collectively, the Visibility Obstruction Easement, and Access Utility Easement is referred to herein as the "Easement"), subject to the foregoing Easement is described in Exhibit "C" (the "Property"). All easements are shown on a Plat of Survey prepared by Lawrence C. Suhre, an Indiana Professional Surveyor No. 910018, dated October 3, 2007.



For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor herein grants perpetual Easement subject to the following terms and conditions:

Easements shall include but not be limited to a right of ingress and egress, a right to install, repair, replace and maintain underground and/or above ground electrical service, a right to maintain telecommunication devices as it relates to the advertising structure only and a right of view, prohibiting vegetation or improvements on the Property described herein that would obstruct the view of advertising structure from the adjoining highway. Grantor agrees that Grantee may trim any or all trees and vegetation in, on or about the Easements as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities on the Property described.

Chicago Title Insurance Company

ONLY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

OCT 31 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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Grantor warrants that it is the sole owner of the immovable Property over which these Easements are created, that such Property is not subject to any mortgages or liens, that such Property is not encumbered by any restrictions, covenants, or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this Easement and to grant, sell and convey the real rights set forth herein to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

The undersigned person executing this Grant of Easement represents and certifies on behalf of Grantor that the undersigned is a duly elected officer of Grantor and has been fully empowered by proper resolution of Grantor to execute and deliver this Grant of Easement; that Grantor has full corporate capacity to grant the easement; and that all necessary corporate action for the granting of the easements has been duly taken.

WITNESS this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

GRANTOR:  
Lake County Trust #1720

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

SEE SIGNATURE PAGE ATTACHED

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_ of Lake County Trust #1720 known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and office seal.

\_\_\_\_\_  
(Signature of Notary Public)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 3<sup>rd</sup> day of October 2008.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated July 29, 1971 and known as Trust No. 1720.

By: *Elaine M. Sievers*  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF LAKE        )

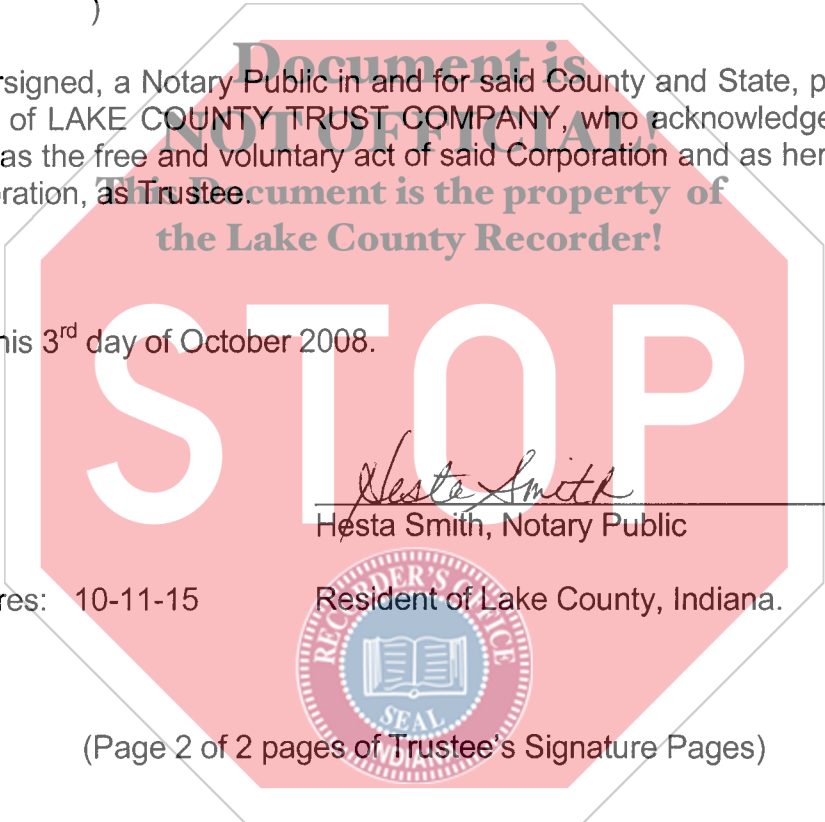
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee

WITNESS my hand this 3<sup>rd</sup> day of October 2008.

*Hesta Smith*  
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.



Printed Name: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_  
Resident of \_\_\_\_\_ County

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

This Instrument Prepared by:  
James R. McIlwain  
5551 Corporate Blvd  
Baton Rouge, LA 70808



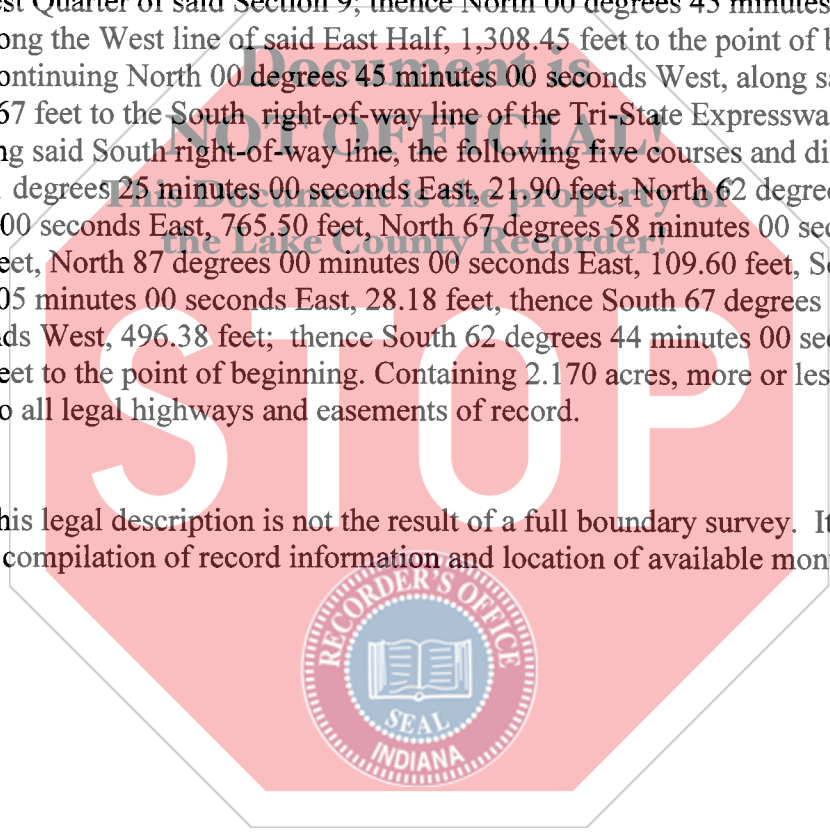
**Exhibit A**

**MAINTENANCE & VISIBILITY OBSTRUCTION EASEMENT**

**PROPOSED VISIBILITY EASEMENT**

A parcel of land in the East half of the Southwest Quarter of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County Indiana, described as follows: Commencing at the Southwest corner of the East half of the Southwest Quarter of said Section 9; thence North 00 degrees 45 minutes 00 seconds West, along the West line of said East Half, 1,308.45 feet to the point of beginning; thence continuing North 00 degrees 45 minutes 00 seconds West, along said West line, 77.67 feet to the South right-of-way line of the Tri-State Expressway; thence East along said South right-of-way line, the following five courses and distances: North 61 degrees 25 minutes 00 seconds East, 21.90 feet, North 62 degrees 44 minutes 00 seconds East, 765.50 feet, North 67 degrees 58 minutes 00 seconds East, 384.90 feet, North 87 degrees 00 minutes 00 seconds East, 109.60 feet, South 55 degrees 05 minutes 00 seconds East, 28.18 feet, thence South 67 degrees 58 minutes 00 seconds West, 496.38 feet; thence South 62 degrees 44 minutes 00 seconds West, 818.87 feet to the point of beginning. Containing 2.170 acres, more or less, and subject to all legal highways and easements of record.

Note: This legal description is not the result of a full boundary survey. It is the result of compilation of record information and location of available monumentation.





**Exhibit B**

**NON-EXCLUSIVE ACCESS & UTILITY EASEMENT**

**PROPOSED ACCESS AND UTILITY EASEMENT**

A parcel of land in the East half of the Southwest Quarter of Section 9, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County Indiana, described as follows: Commencing at the Southwest corner of the East half of the Southwest Quarter of said Section 9; thence North 00 degrees 45 minutes 00 seconds West, along the West line of said East Half, 1,308.45 feet to the point of beginning; thence continuing North 00 degrees 45 minutes 00 seconds West, along said West line, 17.88 feet; thence North 62 degrees 44 minutes 00 seconds East, 811.61 feet; thence North 67 degrees 58 minutes 00 seconds East, 368.65 feet; thence North 22 degrees 02 minutes 00 seconds West 54.00 feet to the South right-of-way of the Tri-State Expressway; thence East along said South right-of-way line, the following four courses and distances: North 67 degrees 58 minutes 00 seconds East, 13.79 feet, South 87 degrees 00 minutes 00 seconds East, 109.60 feet, South 55 degrees 05 minutes 00 seconds East, 28.18 feet, South 56 degrees 05 minutes 11 seconds East, 208.36 feet; thence South 40 degrees 52 minutes 58 seconds East, 60.98 feet; thence South 17 degrees 04 minutes 54 seconds East, 71.52 feet, thence North 89 degrees 32 minutes 42 seconds West, 16.78 feet; thence North 17 degrees 04 minutes 54 seconds West, 75.33 feet; thence North 40 degrees 52 minutes 58 seconds East, 52.32 feet; thence North 56 degrees 05 minutes 11 seconds West, 200.80 feet; thence South 67 degrees 58 minutes 00 seconds West, 477.73 feet; thence South 62 degrees 44 minutes 00 seconds West, 818.70 feet to the point of beginning. Containing 30,097 square feet, more or less, and subject to all legal highways and easements of record.

Note: This legal description is not the result of a full boundary survey. It is the result of compilation of record information and location of available monumentation.

**Exhibit C**

**PROPERTY DESCRIPTION**

**PARENT TRACT DESCRIPTION**

ALL that part of Government Lot 5, in the East  $\frac{1}{2}$  SW  $\frac{1}{4}$  of Section 9, Township 36 North, Range 7 West of the 2<sup>ND</sup> P.M. lying Southerly of the Tri State Highway except the South 1320 feet of the East 660 feet thereof, containing 31.309 acres.

Note: This legal description is not the result of a full boundary survey. It is the result of compilation of record information and location of available monumentation.

