

2015 020496

2015 APR -8 AM 8:55

MICHAEL B. BROWN
RECORDER

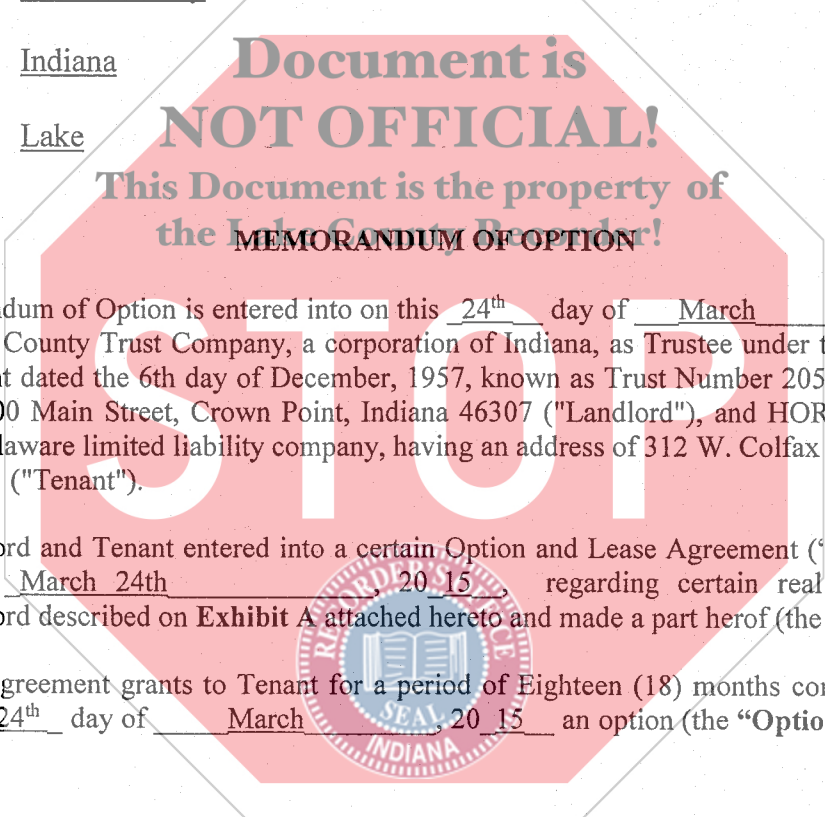
When Recorded Return To Preparer:

→ Nancy Benjamin
HORVATH TOWERS III, LLC
312 W. Colfax Ave.
South Bend, IN 46601

Site Name: HV930 - Gary

State: Indiana

County: Lake



This Memorandum of Option is entered into on this 24th day of March, 2015, by and between Lake County Trust Company, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 6th day of December, 1957, known as Trust Number 205, having a mailing address of 2200 Main Street, Crown Point, Indiana 46307 ("Landlord"), and HORVATH TOWERS III, LLC, a Delaware limited liability company, having an address of 312 W. Colfax Ave., South Bend, Indiana 46601 ("Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") dated March 24th, 2015, regarding certain real property of Landlord described on Exhibit A attached hereto and made a part herof (the "Property").
2. The Agreement grants to Tenant for a period of Eighteen (18) months commencing on the 24th day of March, 2015 an option (the "Option") to lease a

AMOUNT \$ 19.00
 CASH _____ CHARGE _____
 CHECK # 6977
 OVERAGE _____
 COPY _____
 NON-COM _____
 CLERK [Signature]

E

portion of the Property measuring approximately 50' x 50' for a total of 2500 square feet and located at ±1300 Clark Road, Gary, Indiana 46404 (41° 35' 18.30" / 87° 23' 44.5") for the purpose of constructing and operating a communications facility together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises.

3. During the term of the Option, Landlord will not lease or transfer any interest in the Property, within a two (2) square mile radius, to any other party for the purpose of constructing and operating a communications facility, without the prior written consent of Tenant.
4. During the term of the Option, Tenant shall have the right to to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the, initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense.
5. Tenant shall have the sole right in its discretion to exercise the Option, whereupon the Option shall become a Lease, and Tenant shall record a memorandum of lease.
6. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
7. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum, the provisions of the Agreement shall prevail.

{END OF MEMORANDUM}

{SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW}

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.

Nancy Benjamin

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the day and year first above written.

LANDLORD

**LAKE COUNTY TRUST COMPANY, A CORPORATION OF INDIANA, AS TRUSTEE
UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 6TH DAY OF
DECEMBER, 1957, KNOWN AS TRUST NUMBER 205**

Signed: *Richard Knipp*

Print Name: Richard Knipp

Date: 3/24/15

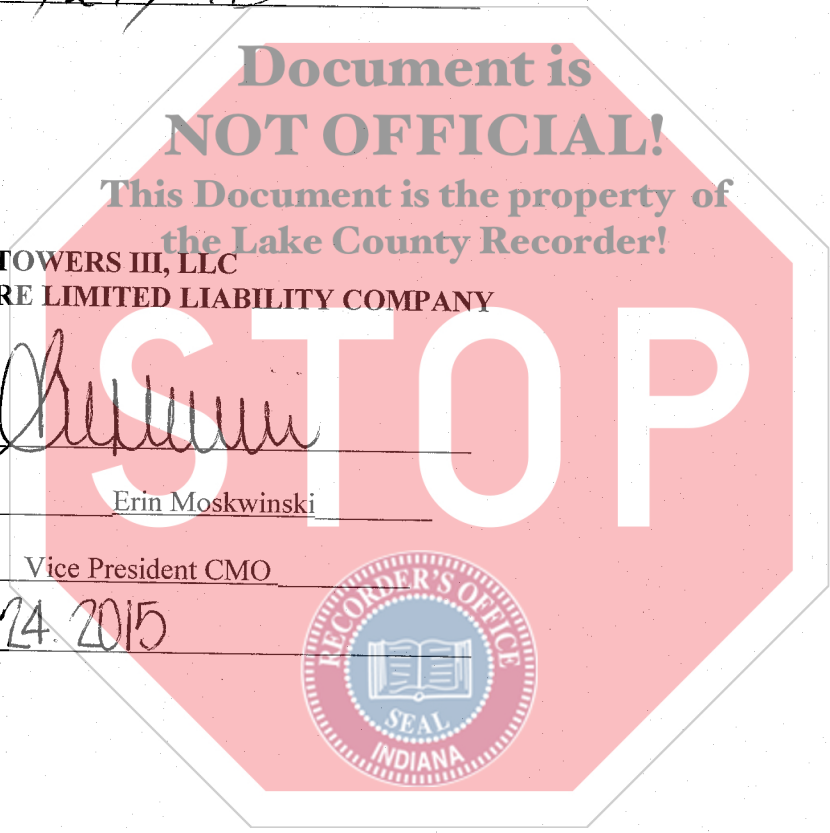
**TENANT
HORVATH TOWERS III, LLC
A DELAWARE LIMITED LIABILITY COMPANY**

Signed: *Erin Moskewski*

Print Name: Erin Moskewski

Title: Vice President CMO

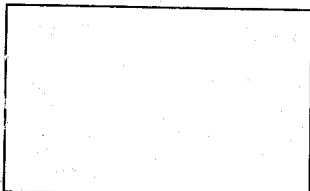
Date: 3.24.2015



LANDLORD ACKNOWLEDGMENT

STATE OF IN)
) ss:
COUNTY OF LAKE)

On the 24 day of March, 2015 before me personally appeared Richard Knipp, who being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntary act and deed.



Notary Seal

Lisa P. Beecher
Notary Public

My Commission Expires: 3-4-16

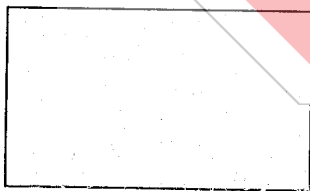
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~~This Document is~~ TENANT ACKNOWLEDGMENT of
the Lake County Recorder!

STATE OF INDIANA)
) ss:
COUNTY OF ST. JOSEPH)

I CERTIFY that on the 24 day of March, 2015, Erin Moskewski personally came before me and acknowledged under oath that she:

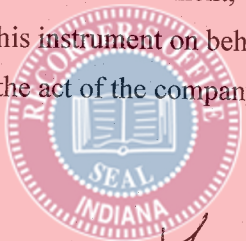
- (a) is the Vice President CMO of HORVATH TOWERS III, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.



Notary Seal

Lisa P. Beecher
Notary Public

My Commission Expires: 3-4-16



**EXHIBIT A
TO THE MEMORANDUM**

DESCRIPTION OF PROPERTY

PARCEL NO.: 450712280007.000-004, 450712280009-004

PROPERTY ADDRESS: ±1300 Clark Road, Gary, Indiana 46404

A part of the South half of the Southeast quarter of the Northeast quarter of Section 12, Township 36 North, Range 9 West of the 2nd P.M., described as commencing at a point 168 feet North and 33 feet West of the Southeast corner of the Northeast quarter of said Section 12; thence West 1258.08 feet; thence North 328.12 feet; thence East 1258.15 feet; thence South 329.69 feet to the place of beginning, all in the City of Gary, Lake County, Indiana.

