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When Recorded Return To Preparer:

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

Site Name: HV1011 - Lake Station

State: IN

County: Lake



This Memorandum of Option is entered into on this 9th day of March, 2015, by and between John S. Hunt and Julie A Hunt, having a mailing address of 2452 Swanson Road, Portage, IN 46368 ("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 9th, 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 twenty-four (24) months commencing on the 9th day of March, 2015 an option (the "Option") to lease a portion of the Property measuring approximately 40' x 60' for a total

26
695
PR

of 2400 square feet and located at ±5050 Central Avenue, Lake Station, IN 46405 (41° 34' 29.64.72" / 87° 13' 20.1036") 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
JOHN S. HUNT AND JULIE A HUNT

Signed: _____

Print Name: John S. Hunt

Date: 3-9-15

Signed: Julie A. Hunt

Print Name: Julie A. Hunt

Date: 3/9/15

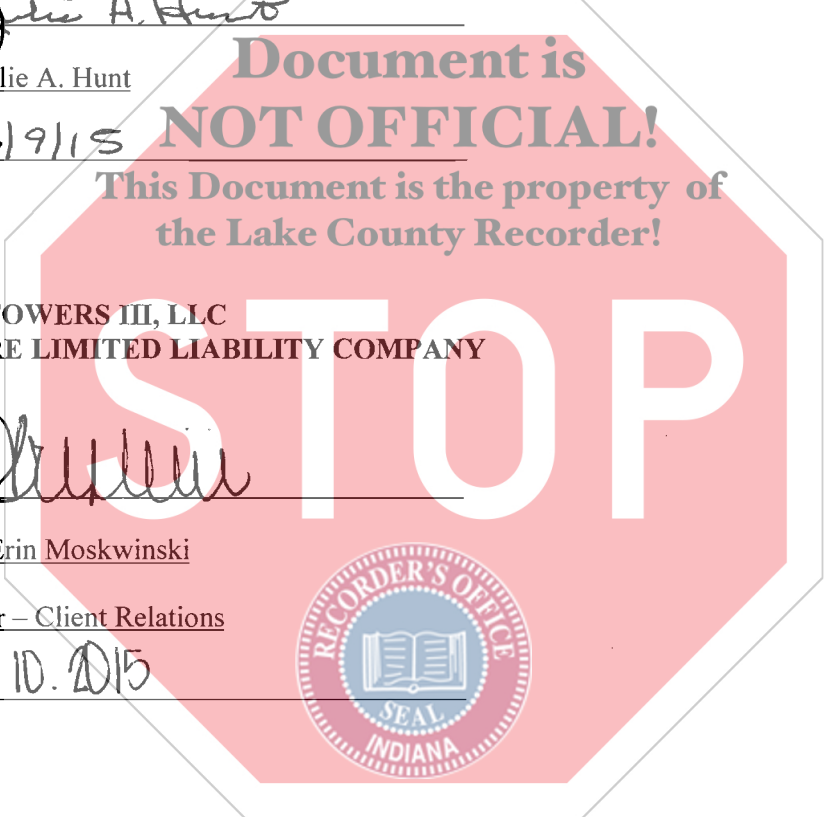
TENANT
HORVATH TOWERS III, LLC
A DELAWARE LIMITED LIABILITY COMPANY

Signed: _____

Print Name: Erin Moskwinski

Title: Director - Client Relations

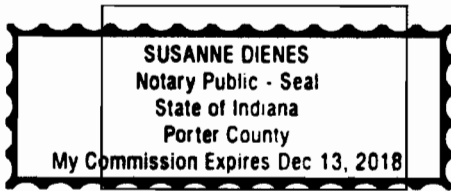
Date: 3.10.2015



LANDLORD ACKNOWLEDGMENT

STATE OF IN)
) ss:
COUNTY OF Lake)

On the 9 day of March, 2015 before me personally appeared John S. Hunt, 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

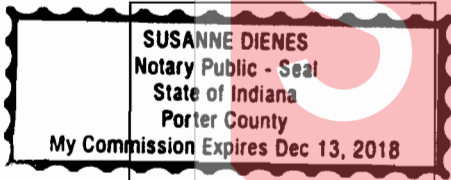
Susanne Dienes
Notary Public

My Commission Expires: 12-13-18

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

STATE OF IN)
) ss:
COUNTY OF Lake)

On the 9 day of March, 2015 before me personally appeared Julie A. Hunt, 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

Susanne Dienes
Notary Public

My Commission Expires: 12-13-18

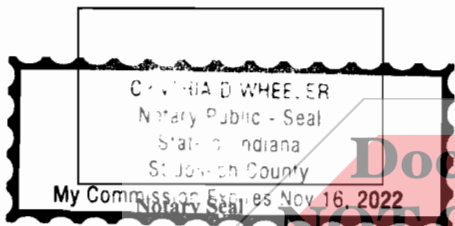


TENANT ACKNOWLEDGMENT

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

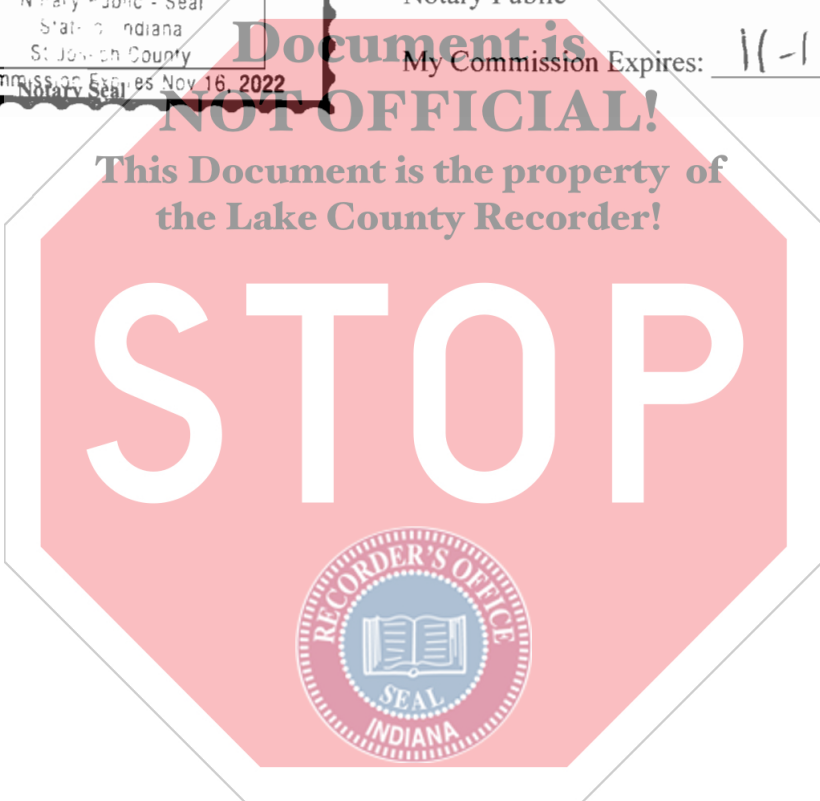
I CERTIFY that on the 10th day of March, 2021, Erin Moskewski personally came before me and acknowledged under oath that she:

- (a) is the Director – Client Relations 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.



Cynthia D. Wheeler
Notary Public

My Commission Expires: 11-16-2022



**EXHIBIT A
TO THE MEMORANDUM**

DESCRIPTION OF PROPERTY
Parcel No: 45-09-16-279-003.000-021
Address: 5000 Central Avenue, Lake Station, IN

Lots 19 to 28, both inclusive, in Block 7, in Park Ridge Addition to East Gary, in the City of Lake Station, as per plat thereof, recorded in Plat Book 12 page 27, in Lake County, Indiana.

