

2015 032484

2015 MAY 28 AM 9:00

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

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 24<sup>th</sup> 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 24<sup>th</sup>, 2015, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for five (5) years commencing on the 20<sup>th</sup> day of April, 2015, the Commencement Date. The initial term is subject to [Seven (7) additional, Five (5) year extension periods].

# 21<sup>00</sup>  
CL 7607  
SP E

3. During the initial term and any renewal terms thereafter, 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. The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit A** annexed hereto.
5. During the Term of the Agreement, Tenant shall have the continuing first right to purchase (a) all or any portion of the Premises, (b) any adjoining or adjacent property subject to an easement hereunder or (c) the Agreement or any rights thereunder in accordance with and subject to the provisions and conditions of the 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 of Lease, the provisions of the Agreement shall prevail.



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 Lease 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 Moskwinski*

Print Name: Erin Moskwinski

Title: Vice President CMO

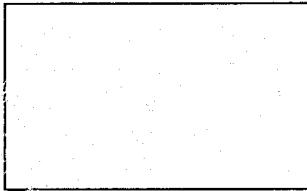
Date: 3.24.2015



LANDLORD ACKNOWLEDGMENT

STATE OF Indiana )  
 ) ss:  
COUNTY OF LAKE )

On the 24th 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.

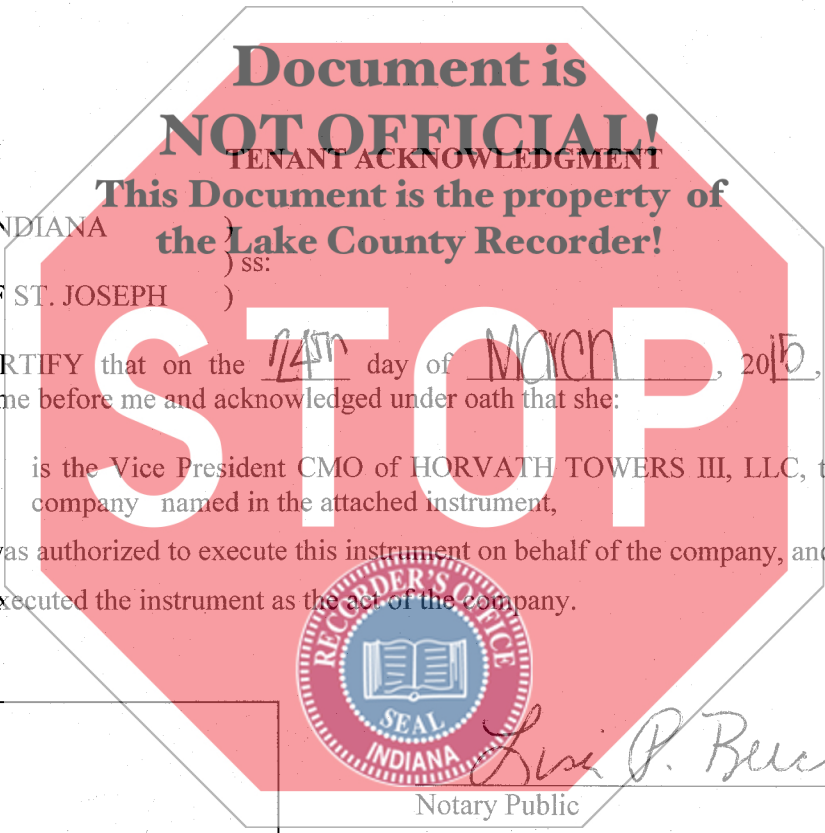


Notary Seal

Lisa P. Beecher

Notary Public

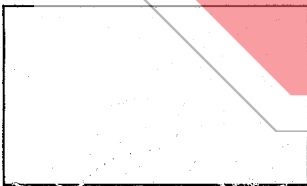
My Commission Expires: 3-4-16



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

I CERTIFY that on the 24th day of MARCH, 2015, Erin Moskwinski 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**

The Premises are described as follows:

Address: 1300 Clark Road, Gary, Indiana 46304

**LEGAL DESCRIPTION – PARENT PARCEL (450712280007.000-004, 450712280009-004)**

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89' 10'35" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 480.67 FEET; THENCE NORTH 0'47'07" EAST 130.46 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 0'47'07" EAST 50.00 FEET; THENCE NORTH 89' 12'53" WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 50.00 FEET; THENCE SOUTH 0'47'07" WEST 50.00 FEET; THENCE SOUTH 39' 12'53" EAST 50.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA, AND CONTAINING 2,500 SQUARE FEET THEREIN.

**LEGAL DESCRIPTION – LEASE AREA**

PARCEL 1: THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 39' 10'19" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 630.23 FEET TO A POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE EXTENDED EAST RIGHT-OF-WAY LINE OF HARVEY STREET; THENCE NORTH 0'03'49" EAST, ALONG SAID EXTENDED EAST RIGHT-OF-WAY LINE, 33 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF 15TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 0'08' 49" EAST, CONTINUING ALONG SAID EXTENDED EAST RIGHT-OF-WAY LINE, 227.65 FEET; THENCE SOUTH 39'50'24" EAST 597.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTH 0'09'36" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 234.61 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 89'10'19" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 597.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA AND CONTAINING 3.169 ACRES, MORE OR LESS.

PARCEL 2: THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89'10'19" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 630.23 FEET TO A POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE EXTENDED EAST RIGHT-OF-WAY LINE OF HARVEY STREET; THENCE NORTH 0'08 49" EAST, ALONG SAID



**EXHIBIT A Cont'd**

EXTENDED EAST RIGHT-OF-WAY LINE, 260.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°08' 49" EAST, CONTINUING ALONG SAID EXTENDED EAST RIGHT-OF-WAY LINE, 371.41 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 13<sup>TH</sup> AVENUE; THENCE SOUTH 39°14'43" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 597.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTH 0°09' 36" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE., 265.21 FEET; THENCE NORTH 89°50'24" WEST 125 FEET; THENCE SOUTH 0°09'36" WEST 100.00 FEET; THENCE NORTH 89°50'24" EAST 472.25 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA AND CONTAINING 4.763 ACRES, MORE OR LESS.

**Document is NOT OFFICIAL!**  
*LEGAL DESCRIPTION - ACCESS AND UTILITY EASEMENT*  
That part of the south half of the southeast quarter of the northeast quarter of section 12, township 33 north, range 10 west of the second principal meridian described as follows:

**This Document is the property of the Lake County Recorder!**

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89°10'35" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 480.67 FEET; THENCE NORTH 0°47'07" EAST 180.46 FEET TO A POINT OF BEGINNING; THENCE NORTH 89° 12'53" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 50.00 FEET; THENCE NORTH 0° 4 7'07" EAST 20.00 FEET; THENCE SOUTH 89° 12'53" EAST 3.99 FEET; THENCE NORTH 0°43'49" WEST 150.06 FEET; THENCE NORTH 89°16'21" EAST 31.03 FEET; THENCE NORTH 1°16'12" EAST 280.72 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE SOUTH 89°20' 17" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 30.00 FEET; THENCE SOUTH 1°16'12" WEST 310.01 FEET; THENCE SOUTH 89°16'21" WEST 30.00 FEET; THENCE SOUTH 0°43'49" EAST 120.85 FEET; THENCE SOUTH 89° 12'53" EAST 16.00 FEET; THENCE SOUTH 0°47'07" WEST 20.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA, AND CONTAINING 14,840 SQUARE FEET, MORE OR LESS, THEREIN.

