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MICHAEL B. BROWN
RECORDER

Glenn R. Patterson
LUCAS, HOLCOMB & MEDREA LLP
300 East 90th Drive
Merrillville, Indiana 46410

FILED

OCT 20 2015

JOHN E. PETALAS
LAKE COUNTY AUDITOR

SIGN LICENSE AGREEMENT

This Agreement is made and entered into this day by and between *Indiana Land Trust Company, as Trustee under Trust Agreement dated March 15, 2001 and known as Trust No. 5240* (the "Licensor") and *Van Kalker Family Limited Partnership*, an Illinois limited partnership (the "Licensee").

WHEREAS, Licensor is the owner of the real estate commonly known as the Ellis Farm and legally described as follows (the "Land"); and

PARCEL 1: That part of Section 36, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, lying North of the centerline of Singleton Ditch, more particularly described as follows:

Beginning at the Northeast corner of said Section 36; thence South 00 degrees 15 minutes 56 seconds East, along the East line of said Section 36, a distance of 2001.84 feet, more or less, to the center of Singleton Ditch; thence along the center of said Ditch South 64 degrees 02 minutes 11 seconds West, 2889.32 feet; thence continue along said center of Ditch South 67 degrees 12 minutes 00 seconds West, 2890.00 feet, more or less, to the West line of said Section 36; thence North 00 degrees 19 minutes 04 seconds West, along said West line, 4462.40 feet, more or less, to the Northwest corner of said Section 36; thence South 89 degrees 10 minutes 43 seconds East, along the North line of said Section 36, a distance of 5277.90 feet, more or less, to the point of beginning, excepting therefrom the following 3 Parcels A, B, and C:

PARCEL A: Part of the Northeast 1/4 of Section 36, Township 33 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at the Northeast corner thereof, thence South 00 degrees 15 minutes 56 seconds East along the East line thereof 1423.73 feet to the point of beginning; Thence South 89 degrees 44 minutes 04 seconds West 300 feet; thence South 00 degrees 15 minutes 56 seconds East 165 feet; thence North 89 degrees 44 minutes 04 seconds East 120 feet; thence South 00 degrees 15 minutes 56 seconds East 42.54 feet; thence South 89 degrees 29 minutes 01 seconds East along the center of a blacktop drive 180.2 feet to the East line of said Northeast 1/4; thence North 00 degrees 15 minutes 56 seconds West along said East line 210 feet to the point of

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beginning (subject to an ingress/egress easement over the South 15 feet of the East 180.02 feet).

PARCEL B: Part of the Northeast 1/4 of Section 36, Township 33 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at the Northeast corner thereof, thence South 00 degrees 15 minutes 56 seconds East along the East line thereof 1633.73 feet; thence North 89 degrees 29 minutes 01 seconds West along the center of a blacktop drive 180.02 feet to the point of beginning; thence North 00 degrees 15 minutes 56 seconds West 42.54 feet; thence South 89 degrees 44 minutes 04 seconds West 120 feet; thence South 00 degrees 15 minutes 56 seconds East 188.00 feet; thence South 89 degrees 44 minutes 04 seconds East 120.00 feet; thence North 00 degrees 15 minutes 56 seconds West 145.46 feet to the point of beginning (together with an ingress/egress easement 30.00 feet wide 15 feet either side of 180.02 feet line leading to the point of beginning).

PARCEL C: Part of the Northeast 1/4 of Section 36, Township 33 North, Range 8 West of the 2nd Principal Meridian described as follows: Commencing at the Northeast corner thereof, thence South 00 degrees 15 minutes 56 seconds East along the East line thereof 1633.73 feet to the point of beginning; thence North 89 degrees 29 minutes 01 seconds West along the center of a blacktop drive 180.02 feet; thence South 00 degrees 15 minutes 56 seconds East 242.46 feet; thence North 89 degrees 44 minutes 04 seconds East 180.00 feet to the East line of said Northeast 1/4; thence North 00 degrees 15 minutes 56 seconds West 240 feet to the point of beginning (subject to an ingress/egress easement over the South 15 feet of the East 180.02 feet).

PARCEL II: Part of the Southeast 1/4 of Section 35, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, lying East of the right-of-way of Interstate Highway 65 (I-65) and North of the Centerline of the Singleton Ditch, more particularly described as follows: Beginning at the Northeast corner of the Southeast 1/4 of said Section 35; thence South 00 degrees 19 minutes 04 seconds East, along the East line of said Section 35, a distance of 1825.56 feet to the centerline of said Singleton Ditch; thence South 67 degrees 13 minutes 33 seconds West, along the centerline of said Ditch, 50.44 feet, more or less, to the easterly right of way of Interstate Highway 65; thence along said Easterly right of way line the following 5 courses; North 04 degrees 18 minutes 29 seconds East, 132.90 feet; thence North 30 degrees 36 minutes 31 seconds West, 110.80 feet; thence North 08 degrees 35 minutes 31 seconds West, 303.10 feet; thence Northwesterly 1,199.9 feet along an arc to the left and having a radius of 11,574.2 feet and subtended by a long chord having a bearing of North 11 degrees 22 minutes 31 seconds West, a length of 1199.40 feet; thence North 14 degrees 20 minutes 31 seconds West, 156.00 feet, more or less, to the North line of the Southeast 1/4 of said Section 35; thence South 88 degrees 38 minutes 56

seconds East, along said North line, 403.42 feet, more or less, to the point of beginning.

WHEREAS, the Land is subject to the terms and provisions of that certain Lease Agreement No. 1 between the Licensor as the Lessor and Singleton Stone LLC as the Lessee dated effective as of February 22, 2012, as amended by the First Amendment thereto dated effective as of the 1st day of February, 2015 (together, the "Lease"); and

WHEREAS, Licensor and Licensee intend hereby to enter into an agreement whereby Licensee has the right and license to construct outdoor advertising signs on a portion of the Land and whereby Licensor assigns to Licensee certain rights under the Lease, all in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **GRANT OF LICENSE.** Licensor hereby grants to Licensee an easement to construct outdoor advertising signs, or to have them constructed, on the Westerly 100 feet of that part of the Land lying adjacent to the Interstate Highway I-65 right-of-way (the "Sign Location Parcel"), for a period of fifteen (15) years; provided, however, that, (a) the term of said license shall continue on a year to year basis thereafter, unless at least one hundred eighty (180) days prior to the expiration of the original term or of any such one (1) year extended term, either party notifies the other in writing of the exercise of its right to terminate the license at the end of the then current term, and (b) either Licensor or Licensee shall have the right to terminate this Agreement upon the giving of thirty (30) days prior written notice to the other and the recording of such notice in the Lake County, Indiana Recorder's Office.

2. **ASSIGNMENT OF CERTAIN RIGHTS.** Licensor hereby assigns to Licensee, all of Licensor's rights under the last grammatical paragraph of Paragraph 10 of the Lease (the same being Paragraph 1.a. of the First Amendment thereto); provided, however that, (a) such assignment is non-exclusive to Licensee, and Lessor does hereby reserve unto itself, all of such rights which are not inconsistent with the exercise thereof by Licensee, and (b) upon the termination of this Agreement in accordance with Paragraph 1. hereof and the recording of such notice in the Lake County, Indiana Recorder's Office, all of such rights shall be deemed to have been assigned by Licensee back to Licensor.

3. **GRANT OF EASEMENT.** It is a condition precedent to all of the obligations of Licensor and Licensee hereunder that Licensee obtain from Van Kalker Family Limited Partnership II, an ingress and egress and utility

easement from Kansas Street, 181st Place and Indiana State Road 2, in, over and upon the West 100 feet of the real estate owned by Van Kalker Family Limited Partnership II lying north of and adjacent to the Sign Location Parcel.

IN WITNESS WHEREOF, Licensor and Licensee have entered into this Agreement to be effective as of the 31st day of July, 2015.

LICENSOR:

Indiana Land Trust Company, not personally but as Trustee under the provisions of a trust agreement known as Trust No. 5240

Document is NOT OFFICIAL!
[SEE ATTACHED SIGNATURE PAGE]
LICENSEE:

This Document is the property of
the Lake County Van Kalker Family Limited Partnership,
by its Sole General Partner, Van Kalker
Enterprises, Inc.

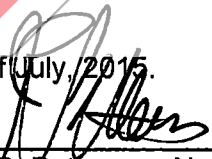
By: 
John E. Van Kalker, President

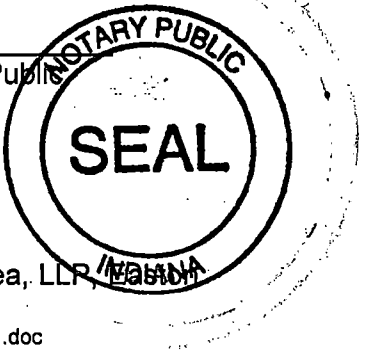
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John E. Van Kalker, as President of Van Kalker Enterprises, the Sole General Partner of Van Kalker Family Limited Partnership, who acknowledged the execution of the foregoing Sign License Agreement.

WITNESS my hand and notarial seal this 31st day of July, 2015.


Glenn R. Patterson, Notary Public



Commission Expires: November 25, 2016
County of Residence: Lake

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP,
Court, 300 East 90th Drive, Merrillville, Indiana 46410.
C:\Users\ajarmula\Desktop\GRP\Van Kalker\FLP\Easement Grant (West 100 ft Moon Island)\Sign Agmt.draft#1.doc

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 INDIANA LAND TRUST COMPANY formerly known as 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.

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, INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 20th day of October, 2015.

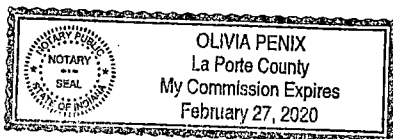
INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated April 15, 2001 and known as Trust No. 5240.

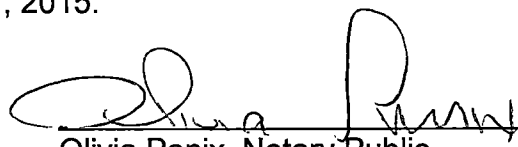
By:  Richard Caprio, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Caprio Trust Officer of the Indiana Land Trust Company, formerly known as Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as his free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 20th day of October, 2015.




Olivia Penix, Notary Public
LaPorte County, IN. resident
My Commission expires: 02-27-2020