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MICHAEL J. BROWN  
RECORDER

CROSS REFERENCE TO MOST RECENT DEED  
OF RECORD:

RETURN TO: GLENN R. PATTERSON, ESQ.  
LUCAS, HOLCOMB & MEDREA LLP  
300 EAST 90<sup>TH</sup> DRIVE  
MERRILLVILLE, IN 46410

GRANTEE: VAN KALKER FAMILY LIMITED PARTNERSHIP II

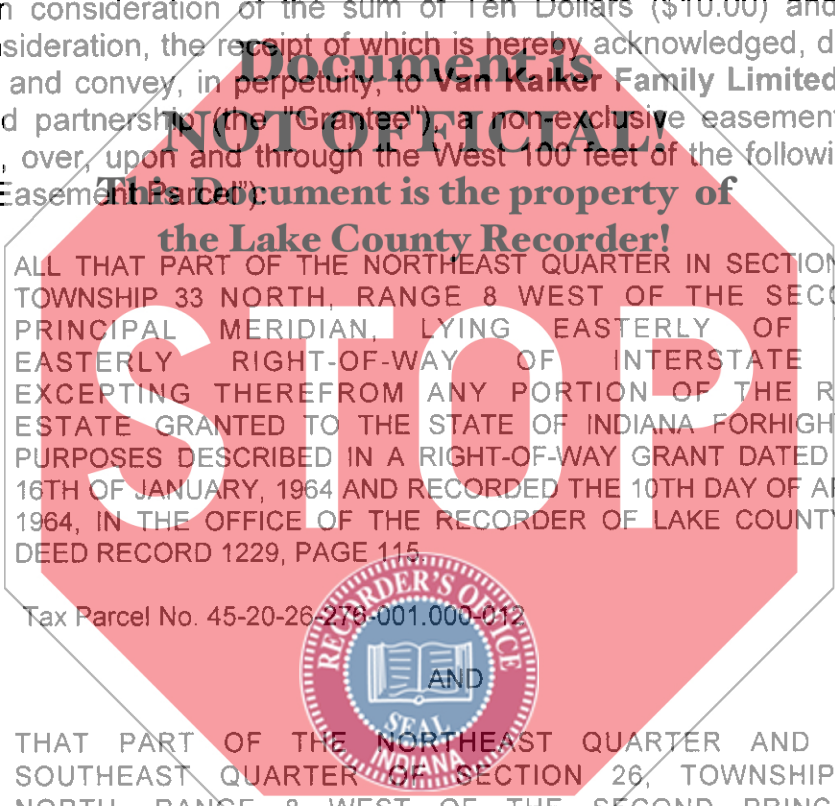
DATE OF DEED: JANUARY 31, 2011

DATE DEED RECORDED: FEBRUARY 10, 2011

DEED DOCUMENT No.: 2011-007867

**GRANT OF EASEMENT**

Van Kalker Family Limited Partnership II, an Illinois limited partnership (the "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey, in perpetuity, to Van Kalker Family Limited Partnership, an Illinois limited partnership (the "Grantee"), a non-exclusive easement in gross and in perpetuity in, over, upon and through the West 100 feet of the following described real estate (the "Easement Parcel"):



ALL THAT PART OF THE NORTHEAST QUARTER IN SECTION 35, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 65 EXCEPTING THEREFROM ANY PORTION OF THE REAL ESTATE GRANTED TO THE STATE OF INDIANA FOR HIGHWAY PURPOSES DESCRIBED IN A RIGHT-OF-WAY GRANT DATED THE 16TH OF JANUARY, 1964 AND RECORDED THE 10TH DAY OF APRIL, 1964, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, IN DEED RECORD 1229, PAGE 115.

Tax Parcel No. 45-20-26-278-001.000-012

AND THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, LYING EAST AND

**FILED**

OCT 21 2015

JOHN E. PETALAS  
LAKE COUNTY AUDITOR

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SOUTH OF THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 65 AND SOUTH OF THE SOUTH BOUNDARY OF STATE ROAD 2, EXCEPTING THEREFROM THE FOLLOWING 2 PARCELS:

(A) THAT PORTION OF THE REAL ESTATE GRANTED TO THE STATE OF INDIANA FOR HIGHWAY PURPOSES DESCRIBED IN RIGHT-OF-WAY GRANT DATED THE 16TH OF JANUARY, 1964, AND RECORDED THE 10TH DAY OF APRIL, 1964, IN DEED RECORD 1229, PAGE 115.

(B) THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING EAST AND SOUTH OF THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 65 AND SOUTH OF THE SOUTH BOUNDARY OF STATE ROUTE 2, WHICH IS ALSO DESCRIBED AS THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 01 DEGREES 37 MINUTES 54" EAST, 60.07 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES WEST, 187.33 FEET TO THE NORTHEASTERLY LINE OF AN INDIANA STATE HIGHWAY RIGHT-OF-WAY GRANT RECORDED APRIL 10, 1964 AS DOCUMENT 556600 IN BOOK 1229, PAGE 115; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE SOUTH AND EAST RIGHT-OF-WAY OF INTERSTATE 65 THE FOLLOWING EIGHT COURSES; 1) THENCE NORTH 89 DEGREES 54 MINUTES WEST 299.9 FEET; 2) THENCE NORTH 84 DEGREES 14 MINUTES WEST, 100.5 FEET; 3) THENCE NORTH 89 DEGREES 56 MINUTES WEST 250.0 FEET; 4) THENCE SOUTH 34 DEGREES 10 MINUTES WEST, 107.0 FEET; 5) THENCE SOUTH 16 DEGREES 02 MINUTES WEST 213.9 FEET; 6) THENCE SOUTH 21 DEGREES 00 MINUTES WEST 487.9 FEET; 7) THENCE SOUTH 10 DEGREES 26 MINUTES WEST 473.8 FEET; 8) THENCE SOUTH 02 DEGREES 44 MINUTES WEST 55.31 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 51 MINUTES 32" EAST 1255.65 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 01 DEGREES 37 MINUTES 54" WEST, 1263.18 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

Tax Parcel No. 45-20-35-200-004.000-012

Said easement shall be for the purpose of, (i) ingress and egress to and from Kansas Street, 181<sup>st</sup> Place and Indiana State Road 2, and for the construction, installation, maintenance, repair and replacement of such streets, roads, curbs, gutters and other storm water drainage facilities related thereto, deemed necessary by Grantee for the exercise by Grantee of its rights as a highway sign licensee under that certain Sign License Agreement dated July 31, 2015 and recorded on October 20, 2015 as Document No. 2015-071214 in the Lake County, Indiana Recorder's Office, and (ii) for the construction, installation, maintenance, repair and replacement of public and private utility lines and facilities of all kinds, including but not limited to gas, electric, telephone and communication cables.

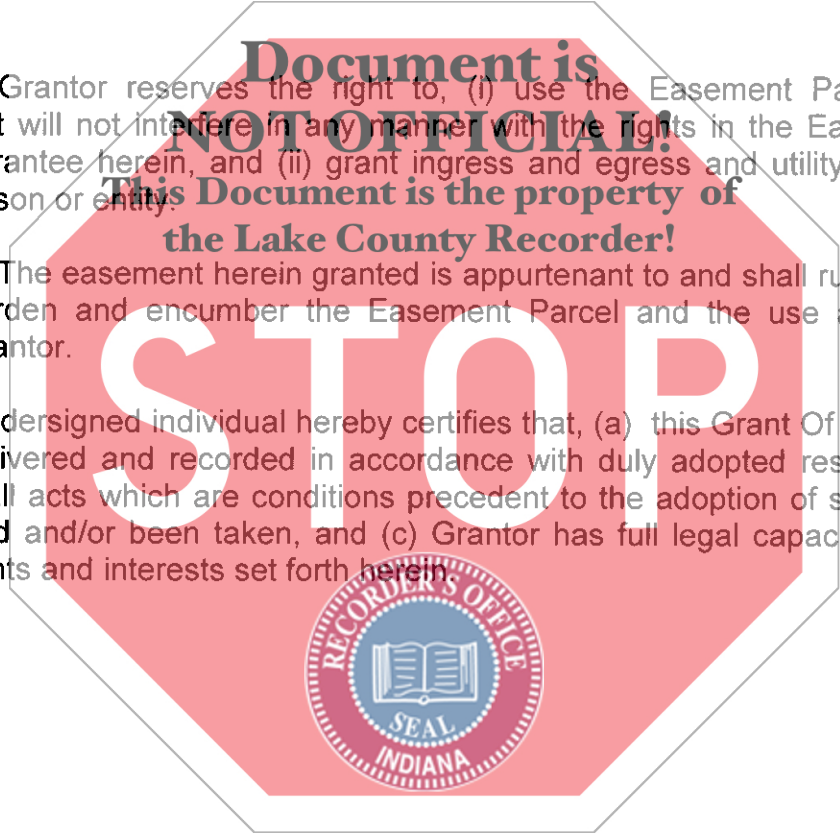
Grantee shall have the unconditional right, without qualification, limitation or exception to, (i) grant easements in perpetuity in, over, upon and through the Easement Parcel to any person or entity, including but not limited to, public utility companies, and (ii) assign any of the rights granted to it hereby to any person or entity, including but not limited to, public utility companies, in each case without the consent of Grantor.

Said grant shall be subject, nevertheless, to the following limitations and conditions:

1. Grantor reserves the right to, (i) use the Easement Parcel for those purposes that will not interfere in any manner with the rights in the Easement Parcel granted to Grantee herein, and (ii) grant ingress and egress and utility easements to any other person or entity.

2. The easement herein granted is appurtenant to and shall run with the land and shall burden and encumber the Easement Parcel and the use and enjoyment thereof by Grantor.

The undersigned individual hereby certifies that, (a) this Grant Of Easement was executed, delivered and recorded in accordance with duly adopted resolutions of the Grantor, (b) all acts which are conditions precedent to the adoption of said resolutions have occurred and/or been taken, and (c) Grantor has full legal capacity to grant the easement rights and interests set forth herein.



IN WITNESS WHEREOF, the Grantor has executed this instrument to be effective this 31<sup>st</sup> day of July, 2015.

GRANTOR

Van Kalker Family Limited Partnership  
by its Sole General Partner, Van Kalker Enterprises, Inc.

By: *John E. Van Kalker*  
John E. Van Kalker, President

STATE OF INDIANA )

COUNTY OF LAKE )

**Document is NOT OFFICIAL!**

Before me, the undersigned 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 II, who acknowledged the execution of the foregoing Grant Of Easement.

WITNESS my hand and notarial seal this 31<sup>st</sup> day of July 2015.

*Glenn R. Patterson*  
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, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410