

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 056216

2016 AUG 18 PM 2:41

THE **LAMAR** COMPANIES

MICHAEL B. BROWN  
RECORDER

**Memorandum of Lease Agreement  
Lease Agreement #3130  
Page 1 of 1**

**Return to: Lamar Advertising Company  
Attn: Real Estate Dept.  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408**

**Lessee:** Lamar Advertising Company  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408

**Lessor:** Indiana Land Trust Company, Trust #5578  
9800 Connecticut Drive, Suite B2-900  
Crown Point, IN 46307

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to Lamar Advertising Company (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated August 18, 2016, leasing a portion of the premises situated in the County of Lake, State of Indiana more particularly described as follows:

**Legal Description:** See Exhibit A

**Key/Dup.** Part of #45-07-15-451-007.000-023

North Township, Lake County, Indiana

Whereas, said LEASE AGREEMENT (hereinafter referred to as "Lease agreement"), provides for a term of Fifteen (15) years as well as other rights and obligations of the parties thereto.

Now, therefore for the consideration set out in the Lease agreement, Lessor hereby grants, lease agreements and lets to Lessee all rights as specified therein in and upon the said premises, subject to all the provisions and conditions set out in the Lease agreement for all purposes and the Lease agreement is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

**Lessee:** Lamar Advertising Company

**Lessor:** Indiana Land Trust Company, Trust #5578

By: Jon Terpstra VP/GM

By: SEE SIGNATURE PAGE ATTACHED

Date: 8/18/16

Date: \_\_\_\_\_

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared \_\_\_\_\_ and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:  
County of Residence of Notary:

\_\_\_\_\_  
Notary Public (signature)

\_\_\_\_\_  
Notary Public (please agreement print)

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared **Jon Terpstra**, Vice President/General Manager, and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this 11 day of AUGUST, 2016

My Commission Expires:  
County of Residence of Notary:

Shawn Michael Pettit  
Notary Public (signature)

SHAWN MICHAEL PETTIT  
Notary Public (please print)



\$15.00  
M-Z  
CASH

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 18th day of August, 2016.

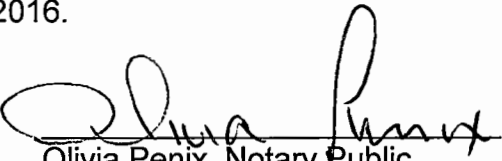
INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated October 20, 2004 and known as Trust No. 5578.

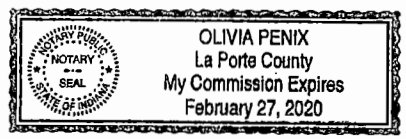
By  \_\_\_\_\_  
Richard Caprio, Trust Officer

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 18th day of August, 2016.

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



THE **LAMAR** COMPANIES

“Exhibit A”

Lamar Lease Agreement #3130

**KROSAN ENTERPRISES, LLC**

**Legal Description:**

A PARCEL OF LAND BEING PART OF LOT 5 IN KENNEDY INDUSTRIAL PARK ADDITION TO THE CITY OF HAMMOND, INDIANA AS SHOWN IN PLAT BOOK 38, PAGE 35 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, THENCE SOUTH 25 DEGREES 15 MINUTES 45 SECONDS WEST, 130.00 FEET ALONG THE WEST LINE OF SAID LOT 5; THENCE SOUTH 64 DEGREES 44 MINUTES 15 SECONDS EAST, 65.00 FEET TO THE EAST LINE OF THE WEST 65 FEET OF SAID LOT 5; THENCE NORTH 25 DEGREES 15 MINUTES 45 SECONDS EAST, 131.45 FEET ALONG SAID EAST LINE OF SAID WEST 65 FEET TO THE NORTH LINE OF SAID LOT 5 AND THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 6,338.84 FEET, AND A CHORD THAT BEARS NORTH 66 DEGREES 01 MINUTES 06 SECONDS WEST, 65.01 FEET; THENCE NORTHWESTERLY 65.01 FEET ALONG SAID CURVE, ALSO BEING THE NORTH LINE OF SAID LOT 5 TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES MORE OR LESS.

**Key/Dup.** Part of #45-07-15-451-007.000-023

North Township, Lake County, Indiana

