2017 042872

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 JUL 13 AM 8: 40

MICHAEL B. BROWN RECORDER

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TITLE OF DOCUMENT: the LaNEMOBANDUM OF JEASE!

DATE OF DOCUMENT:

GRANTOR: Mailing Address:

GRANTEE: Mailing Address:

LEGAL DESCRIPTION:

June 20 , 2017

City of Lake Station, Board of Public Works and Safety 3701 Fairview Avenue

Lake Station, Indiana 46405

Shout Outdoor Indiana, LLC 120 North Racine, Suite 200 Chicago, Himbis 50607

See Attached Exhibit A

REFERENCE BOOK & PAGE

This Instrument Prepared by:

Thomas F. Hutchison James, Hutchison & Forth, PC 111 Westport Plaza, Suite 505 St. Louis, Missouri 63146

1

AFTER RECORDING, RETURN TO: Fidelity National Title Group 7130 Glen Forest Dr., Ste. 300 Right Pond, VA 23226 FILED

JUL 1 2 2017

JOHN E. PETALAS LAKE COUNTY AUDITOR

025501

RECORDING ORDER

(1) 2 3 4 5

Approved Assessor's Office

21/954/21D - TAI

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into as of the 20 day of <u>June</u>, 2017, by and between City of Lake Station, Board of Public Works and Safety ("Grantor" or "Lessor"), and Shout Outdoor Indiana, LLC, a Delaware limited liability company ("Grantee" or "Lessee").

WHEREAS, Lessor and bessee have entered into a certain Land bease Agreement dated as of April 7, 2009 (the "Lesse"), pursuant to which Lessor has leased to Lessee, and Lessee has leased from Lessor, certain real estate located in Lake Station, Lake County, Indiana, as more specifically described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Lessor and Lessee desire to provide notice of the Lease.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in the Lease, Lessor and Lessee agree and provide notice as follows:

- 1. <u>Lease</u>. The Lessor leases the Premises to the Lessee subject to the terms of the Lease.
- 2. Term. The term of the Lease commences once the erection of the advertising displays has been completed, and shall continue, unless sooner terminated as provided in the Lease, for an initial period of fifty (50) years from the first day of the first month following the completion of the advertising displays. Upon expiration of the initial term, the Lease shall automatically renew for a five (5) year period, and shall automatically renew for consecutive five (5) year periods thereafter until such time as either party gives the other party a minimum of sixty (6) days written notice that they intend to terminate the Lease at the end of the then current term.
- 3. <u>Right of First Refusal</u>. Lessee has the right of first refusal to meet any bona fide offer from another entity to enter into another lease agreement or purchase agreement for part or all property mentioned in the Lease.
- 4. <u>Incorporation and Defined Terms</u>. The terms and conditions of the Lease are by this reference incorporated into this Memorandum as if more fully set forth herein. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum shall not have the effect of in any way modifying, supplementing or amending the Lease or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Memorandum and the Lease, the provisions in the Lease

- shall prevail. Unless otherwise defined herein, initially capitalized words herein shall have the meanings ascribed thereto in the Lease.
- 5. <u>Transfer of Premises Subject to Lease</u>. All terms of the Lease shall extend to and be binding upon each of Lessor's and Lessee's respective successors and assigns. Any sale, assignment, encumbrance or other transfer by Lessor of the Premises shall be subject to the Lease and Lessee's interest in the Premises as set forth therein.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the date first above written.



LESSEE:

SHOUT OUTDOOR INDIANA, LLC

By: Shout Outdoor Media, LLC,

Its: Member

By: Shout Intermediate, LLC,

Its: Member

By: Shout Holdings, LLC,

Its: Member



This Document is the property of the Lake County Recorder.

odman, Co-Manager

COUNTY OF LAKE

) SS:

OFFICIAL SEAL
Dennis A Lundgren
ary Public, State of Illinois

Notary Public, State of Illinois
My Commission Expires 3/1/2020

On this day of , 2017, before me, the undersigned, a Notary Public in and for said county and state, personally appeared James Neumann, Co-Manager of Shout Holdings, LLC, which is the Member of Shout Intermediate, LLC, which is the Member of Shout Outdoor Media, LLC, which is the Member of Shout Outdoor Media, LLC, which is the Member of Shout Outdoor Media, LLC, which is the Member of Shout Outdoor Media, LLC, a Delaware limited liability company, known to me to be the person who executed the width instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: 3/1/2020

Notary Public

<u>DEPRO</u>

LUNDGREN

Print Name

OFFICIAL SEAL
Dennis A Lundgren
Notary Public, State of Illinois
My Commission Expires 3/1/2020

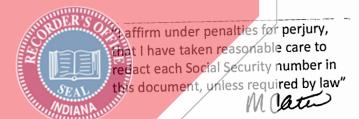
Dennis A Lundgren STATE OF LLWOIS) Notary Public, State of Illinois My Commission Expires 3/1/2020) SS: COUNTY OF LAKE) On this 1014 day of 1014 day of 1015 and for said county and state, personally appeared Scott Goodman, Co-Manager of Shout Holdings, LLC, which is the Member of Shout Intermediate, LLC, which is the Member of Shout Outdoor Media, LLC, which is the Member of Shout Outdoor Indiana, LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first My Commission Expires the Lake County Record OFFICIAL SEAL Dennis A Lundgren Notary Public, State of Illinois My Commission Expires 3/1/2020

OFFICIAL SEAL

EXHIBIT A

Legal Description

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, SAID PARCEL ALSO BEING A PORTION OF UNIMPROVED DECATUR STREET, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 24, BLOCK 5, IN THE FOURTH SUBDIVISION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13 PAGE 27 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH, ALONG THE EAST LINE OF SAID BLOC VE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF DECATUR STREET, 105.00 FEET TO THE POINT OF BEGINNING; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 5, 66.00 FEET TO THE WEST LINE OF LOT 6, BLOCK 7 IN GARDEN ADISTRONGO BASTIGARY LASO ERIPLATEMENTO F, RECORDED IN PLAT BOOK 14 PAGE 12, SAIDAVEST LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF SAID DECATUR STREET; THENCE NORTH, ALONG THE WEST LINE OF SAID BLOCK 7, 93 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 94; THENCE WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE EAST LINE OF SAID BLOCK 5; THENCE SOUTH, ALONG THE EAST LINE OF SAID BLOCK 5, 76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 5600 SQ.FT., MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.



Site #4

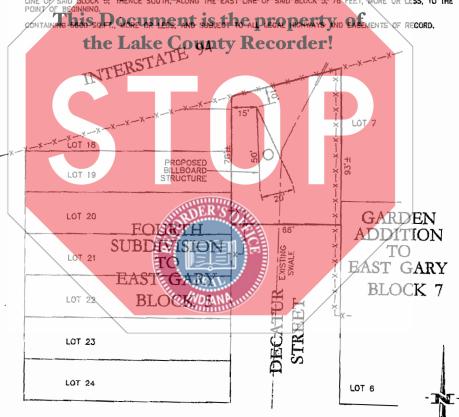
DAVIES - RENSBERGER SURVEYING, INC. REGISTERED LAND SURVEYOR - INDIANA-ILLINOIS-WISCONSIN 1105 NORTH COUNTY ROAD 100 EAST CHESTERTON IN 46304 PHONE: (219) 926 - 4353 FAX: (219) 926 - 2241 PROPOSED BILLBOARD LOCATION

47 × 17

PREPARED FOR: OUTDOOR ONE
JOB NUMBER: 08-323 (A SDSK\PROJ\08-228.DWG)
DATE: DECEMBER 17 2006
ADDRESS: 25th AVE. & DECATUR STREET
LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF LAKE STATION, LAKE COUNTY, INDIANA, SAID PARCEL ALSO BEING A PORTION OF UNIMPROVED DECATUR STREET, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 24, BLOCK 5, IN THE FOURTH SUBDIVISION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 13 PAGE 27 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH, ALONG THE FAST LINE OF SAID BLOCK 5, SAID SOUCK 5, SAID SOUTH THE OFFICE SAID BLOCK 5, SAID SOUTH THE OFFICE SOUTH LINE OF SAID BLOCK 5, SAID SOUTH PLAT BOOK 14 PAGE 12, SAID WEST LINE ALSO BEING THE EAST RIGHT—OF—WAY LINE OF SAID DECATUR STREET, NEWS OF INTINCE NORTH, ALONG THE WEST LINE OF SAID BLOCK 7, 93 FET, MORE OR LESS, TO THE SOUTH RIGHT—OF-WAY LINE OF SAID SOUTH RICHT—OF-WAY LINE OF SAID SOUTH RICHT—OF-WAY LINE OF SAID SOUTH RICHT—OF-WAY LINE, TO THE EAST LINE OF SAID BLOCK 5, 76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.



25TH AVENUE

SCALE: 1"=40"