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2017 042873

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL 13 AM 8:40

MICHAEL B. BROWN
RECORDER

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MEMORANDUM OF LEASE
**This Document is the property of
the Lake County Recorder!**

TITLE OF DOCUMENT:

DATE OF DOCUMENT:

GRANTOR:
Mailing Address:

GRANTEE:
Mailing Address:

LEGAL DESCRIPTION:

REFERENCE BOOK & PAGE:

This Instrument Prepared by:

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

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, Illinois 60607

See Attached Exhibit A



SALES DISCLOSURE NEEDED

Approved Assessor's Office

By:

FILED

JUL 12 2017

JOHN E. PETALAS
LAKE COUNTY AUDITOR

025502

AMOUNT \$ 23⁰⁰
CASH _____ CHARGE _____
CHECK # 93140 93181
OVERAGE _____
COPY _____
NON-COM _____
CLERK PM

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

Attn: Mau

RECORDING ORDER

1 (2) 3 4 5

(2)
24954610

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into as of the 20 day of June, 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").

RECITALS

WHEREAS, Lessor and Lessee have entered into a certain Land Lease Agreement dated as of April 7, 2009 (the "Lease"), pursuant to which Lessor has leased to Lessee, and Lessee has leased from Lessor, certain real estate located at 194 & 25th Avenue 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. Lease. 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 (60) days written notice that they intend to terminate the Lease at the end of the then current term.
3. Right of First Refusal. 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. Incorporation and Defined Terms. The terms and conditions of the Lease are by this reference incorporated into this Memorandum as if more fully set forth herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease. 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. Transfer of Premises Subject to Lease. 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.

[signature pages follow]

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

LESSOR:

CITY OF LAKE STATION, INDIANA, BOARD OF PUBLIC WORKS AND SAFETY

By: 

Print Name: CHRIS ANDERSON

Title: MAYOR

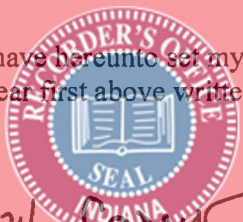
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STATE OF INDIANA)
)
COUNTY OF LAKE)

I, a Notary Public in and for said County and State, hereby certify that Christopher Anderson, as Mayor of City of Lake Station, Board of Public Works and Safety, signed the foregoing Memorandum of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her above-stated capacity, executed the same voluntarily on the day the same bears date.

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: April 17, 2024 
Notary Public

Casey Jefferson
Print Name



LESSEE:

SHOUT OUTDOOR INDIANA, LLC

By: Shout Outdoor Media, LLC,
Its: Member

By: Shout Intermediate, LLC,
Its: Member

By: Shout Holdings, LLC,
Its: Member

**Document is
NOT OFFICIAL**

**This Document is the property of
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By: [Signature]
Its: James Neumann, Co-Manager

By: [Signature]
Its: Scott Goodman, Co-Manager

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

STATE OF ILLINOIS)
COUNTY OF LAKE)

SS:

On this 10th day of MAY, 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 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.

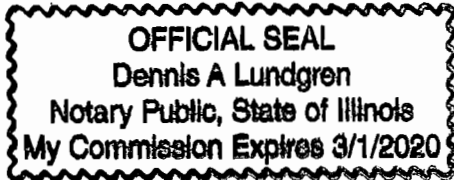
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: 3/1/2020 [Signature]
Notary Public

DENNIS A. LUNDGREN
Print Name

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

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)



On this 10TH day of MAY, 2017, before me, the undersigned, a Notary Public in 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 above written.

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My Commission Expires: 3/1/2020

[Signature]
Notary Public

DENNIS A. LUNDGREN
Print Name

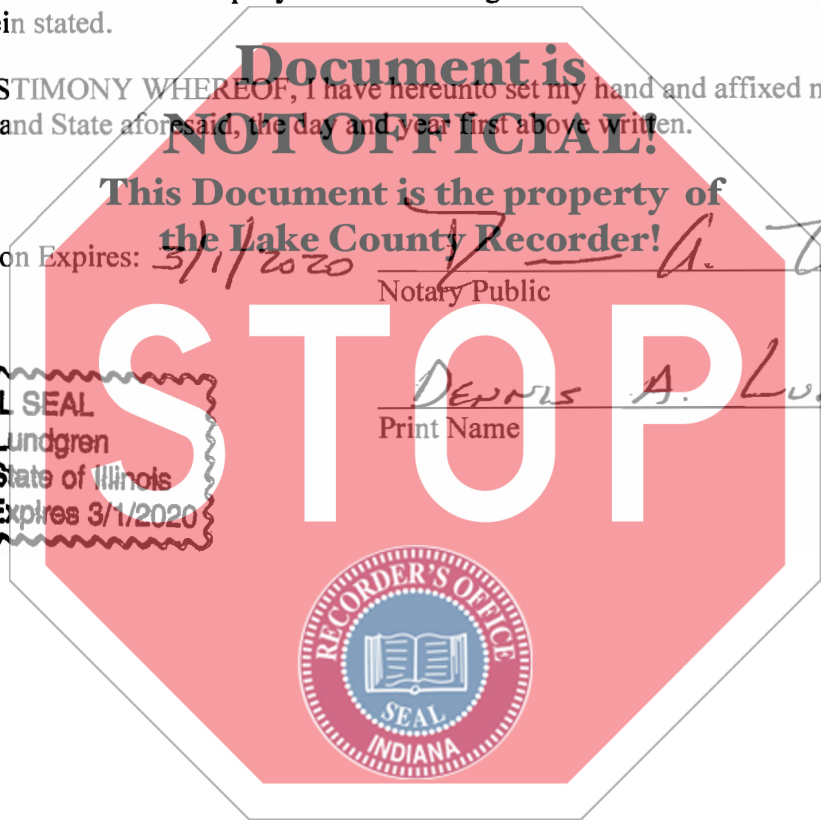
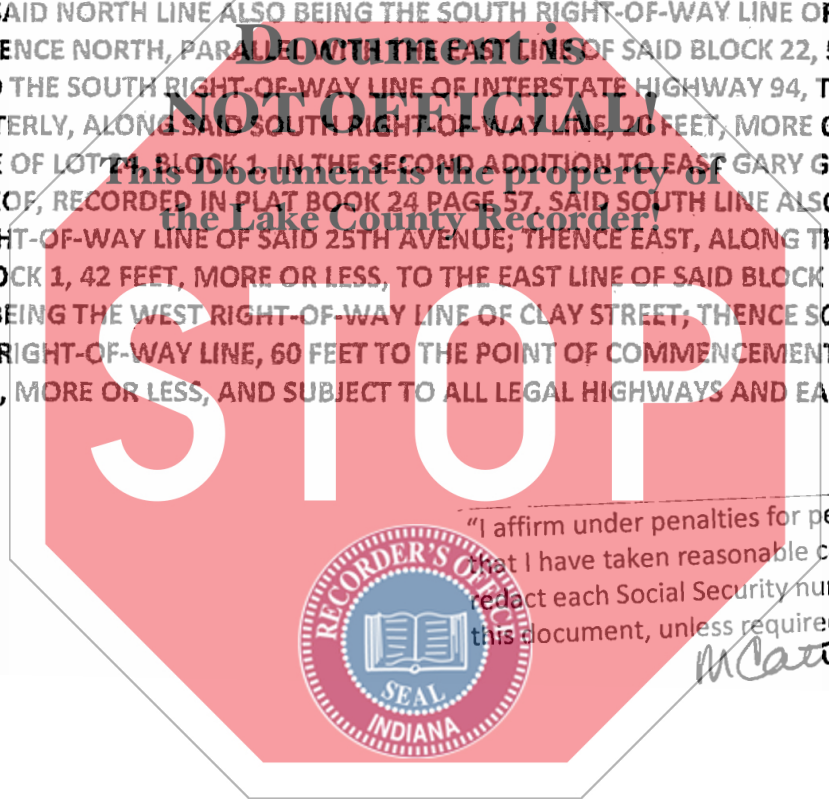


EXHIBIT A

Legal Description

A PARCEL OF LAND IN THE NORTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 13, 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 25TH AVENUE, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 22, IN THE FIRST ADDITION TO EAST GARY GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 16 PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE WEST, ALONG THE NORTH LINE OF SAID BLOCK 22, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 25TH AVENUE, 62 FEET; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID BLOCK 22, 55 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 94, THENCE NORTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 20 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 24, BLOCK 1, IN THE SECOND ADDITION TO EAST GARY GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24 PAGE 57, SAID SOUTH LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID 25TH AVENUE; THENCE EAST, ALONG THE SOUTH LINE OF SAID BLOCK 1, 42 FEET, MORE OR LESS, TO THE EAST LINE OF SAID BLOCK 1, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF CLAY STREET; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE, 60 FEET TO THE POINT OF COMMENCEMENT. CONTAINING 3670 SQ.FT., MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.



"I affirm under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law"

M. Carr

Site #3

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

PREPARED FOR: OUTDOOR ONE
JOB NUMBER: 08-322 (A SDSK\PROJ\08-226\08-226.DWG)

DATE: DECEMBER 17 2008
ADDRESS: 25th AVE. & CLAY STREET

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NORTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 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 25TH AVENUE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 22, IN THE FIRST ADDITION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE WEST, ALONG THE NORTH LINE OF SAID BLOCK 22, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 25TH AVENUE, 62 FEET; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID BLOCK 22, 55 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 94; THENCE NORTHEASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 20 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 24, BLOCK 1, IN THE SECOND ADDITION TO EAST GARY GARDENS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24 PAGE 57, SAID SOUTH LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SAID 25TH AVENUE; THENCE EAST, ALONG THE SOUTH LINE OF SAID BLOCK 1, 42 FEET TO THE EAST LINE OF SAID BLOCK 1, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF CLAY STREET; THENCE SOUTH, ALONG SAID WEST RIGHT-OF-WAY LINE, 60 FEET TO THE POINT OF COMMENCEMENT.

CONTAINING 3670 SQ.FT., MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.
REVISED 12/18/08 CORRECTING TYPOGRAPHICAL ERROR

