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2024-01-17 11:30 AM
01/17/2024 11:30 AM
TOTAL FEES: 25.00

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

BY: JAS
PG #: 7
RECORDED AS PRESENTED

GRANT OF EASEMENT

* UNITED STATES OF AMERICA

*
*

BY: THOMAS AND LISA KILAR
LIVING TRUST DTD JULY 13, 2022

* STATE OF INDIANA

*

TO: TLC PROPERTIES, LLC

* COUNTY OF LAKE

CINW830549U

Thomas Walter Kilar and Lisa Marie Kilar, Trustees of the
This Grant of Easement ("Agreement") is made this 10 day of JANUARY
2024, by and between THOMAS AND LISA KILAR LIVING TRUST DTD JULY 13,
2022, whose address is 548 WEST 700 NORTH, HOBART, IN 46342 ("Grantor"), and
TLC PROPERTIES, LLC, a Louisiana limited liability company, whose address is 5321
Corporate Boulevard, Baton Rouge, LA 70808 ("Grantee").

and any amendments thereto

TWK

The Grantor, its successors and assigns, do hereby grant, sell and convey unto
Grantee, its successors and assigns, a perpetual easement for an outdoor advertising
structure and all necessary or desirable appurtenances on, over and upon Grantor's real
property described herein. The easement granted herein shall consist of (i) an easement
for the location, construction, maintenance and operation of an outdoor advertising
structure, the base of which shall be located within the area described in Exhibit "A"
attached hereto and incorporated herein (the "Sign Location Easement") as well as (ii)
easements for access, maintenance, visibility, utility services, and overhang (the "Access,
Maintenance, Visibility, Utility, and Overhang Easement") on, over and upon Grantor's
real property described in Exhibit "B" attached hereto and incorporated herein (the
"Property"). Collectively, the Sign Location Easement and the Access, Maintenance,
Visibility, Utility, and Overhang Easement are herein referred to as the "Easements."

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and
valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of
which is hereby acknowledged, Grantor herein grants the perpetual Easements subject to
the following terms and conditions:

CHICAGO TITLE INSURANCE COMPANY

The Easements shall consist of perpetual easements of use that run with
the land and shall include the right to construct, repair, service, maintain,
improve and modify the outdoor advertising structure to have as many
advertising faces as are allowed by local and state law, including
changeable copy faces and/or electronic faces and to replace or rebuild
any outdoor advertising structure within the Sign Location Easement. The
Easements shall include but not be limited to a right of ingress and egress,
a right of overhang for the outdoor advertising structure, a right to install,
repair, replace and maintain underground and/or above ground electrical
service to the outdoor advertising structure, a right to maintain
telecommunication devices as it relates to the outdoor advertising structure

FILED

Jan 17 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

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only and a right of view, prohibiting vegetation or improvements on the Property described herein that would obstruct the view of the outdoor advertising structure from the adjoining roadway. Grantor agrees that Grantee may trim or remove any or all trees and vegetation in, on or about the Easements as often as Grantee deems necessary to prevent obstruction or to improve the appearance of the outdoor advertising structure. Grantee, its successors and assigns hereby specifically hold Grantor, its successors and assigns, free and harmless from any damages or injuries to any person or property caused by Grantee's construction or maintenance activities on the Property.

Grantor warrants that it is the sole record owner of the immovable Property over which these Easements are created, that such Property is not subject to any mortgages or liens, that such Property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute these Easements and to grant, sell and convey the real rights set forth herein to Grantee.

Upon receipt of notice to condemn the property, or any part thereof, by proper authorities or relocation of the highway that adversely impacts the Easements herein granted, Grantee shall have the right to relocate the outdoor advertising structure and related Easements onto Grantor's remaining Property. Any condemnation award for Grantee's property shall accrue to Grantee.

The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of Grantor and Grantee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories.

[SIGNATURES ON FOLLOWING PAGE]

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THIS GRANT OF EASEMENT is executed by the undersigned parties as of the dates set forth below but effective as of the date first set forth above.

WITNESSES:

Not Required

GRANTOR:

THOMAS AND LISA KILAR
LIVING TRUST DTD JULY 13, 2022

BY: Thomas Walter Kilar
THOMAS KILAR, Trustee
TK Walter
BY: Lisa Marie Kilar
LISA KILAR, Trustee
LMK Marie

Property of Lake County, Indiana

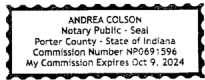
ACKNOWLEDGMENT

State of INDIANA

County of LAKE

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Thomas Walter Kilar to me personally known, who stated that he is the Trustee of Thomas and Lisa Kilar Living Trust, a Dated July 13, 2022, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 16 day of JANUARY, 2024 AC
1



Andrea Colson
Notary Public
Printed Name: Andrea Colson
Notary No/Bar Roll No.: NP0691596
My commission is: October 9, 2024

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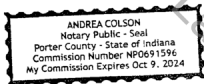
ACKNOWLEDGMENT

State of INDIANA

County of LAKE

That on this day came before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Lisa Marie Kilar to me personally known, who stated that she is the Trustee of Thomas and Lisa Kilar Living Trust a ^{Dated July 13, 2022}, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this 16 day of January, 2024



Andrea Colson
Notary Public

Printed Name: Andrea Colson

Notary No/Bar Roll No.: NP0691596

My commission is: October 9, 2024

This Instrument Prepared By:
James R. McIlwain
5321 Corporate Blvd
Baton Rouge, LA 70808

I affirm under penalties of perjury that I have taken reasonable care to redact each social security number unless required by law. James R. McIlwain

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EXHIBIT "A"

Legal Description of the Sign Location Easement

WEST PARCEL (AFFECTS 45-12-15-400-001.000-030)

PARCEL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 89 DEGREES 48 MINUTES 29 SECONDS WEST (BASIS OF BEARINGS IS ASSUMED), 1268 FEET MORE OR LESS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE FORMER CHESAPEAKE AND OHIO RAILROAD; THENCE NORTH 60 DEGREES 00 MINUTES 29 SECONDS WEST, 694 FEET MORE OR LESS ALONG SAID NORTHERLY LINE TO THE INTERSECTION WITH THE WEST LINE OF INTERSTATE 65 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 60 DEGREES 00 MINUTES 29 SECONDS WEST, 85.43 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 29 DEGREES 59 MINUTES 31 SECONDS EAST, 75.00 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 29 SECONDS EAST, 69.13 FEET TO SAID WEST LINE; THENCE SOUTH 22 DEGREES 28 MINUTES 07 SECONDS WEST, 44.82 FEET ALONG SAID WEST LINE; THENCE SOUTH 11 DEGREES 09 MINUTES 31 SECONDS WEST, 32.29 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5,654 SQUARE FEET MORE OR LESS.

Lake County Recorder

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EXHIBIT "B"

Legal Description of the Property

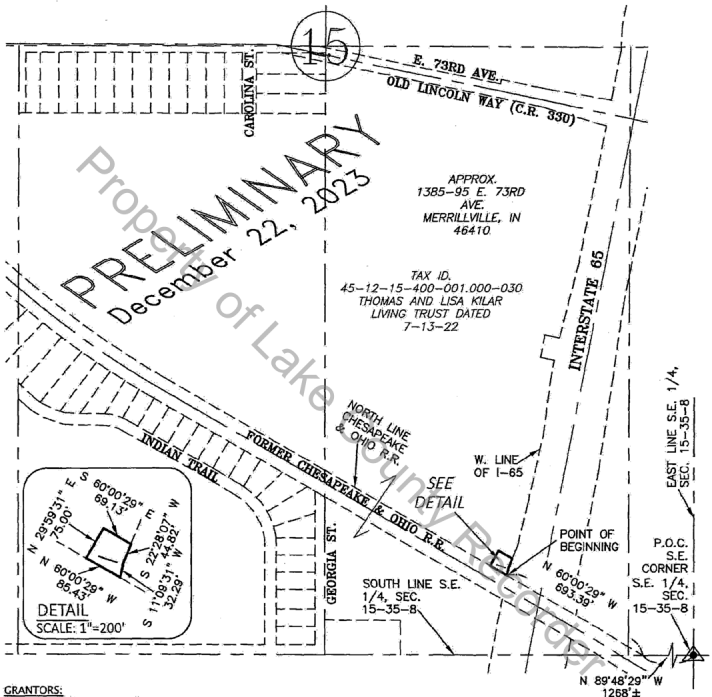
A PARCEL OF LAND LYING IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, SAID PARCEL BEING THAT PART OF THE EAST HALF OF SAID SOUTHWEST QUARTER LYING NORTH OF THE FORMER CHESAPEAKE AND OHIO RAILROAD AND SOUTH OF EAST 73RD AVENUE (STATE HIGHWAY 330) EXCEPTING THEREFROM ALL OF THE HALSTEAD - SKINNER SUBDIVISION AS SHOWN IN PLAT BOOK 24, PAGE 73 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, EXCEPT LOTS 13, 14, AND 15 IN BLOCK B OF SAID HALSTEAD - SKINNER SUBDIVISION, SAID PARCEL ALSO BEING THAT PART OF THE WEST HALF OF SAID SOUTHEAST QUARTER LYING SOUTH OF SAID EAST 73RD AVENUE AND WEST OF STATE INTERSTATE 65 EXCEPTING THEREFROM ALL THAT PART OF THE FORMER CHESAPEAKE AND OHIO RAILROAD AND ALSO EXCEPTING A PARCEL OF LAND DESCRIBED TO WILLIAM AND DOROTHY MURAWSKI IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 902562 IN DEED BOOK 1020, PAGE 478 ON JANUARY 31, 1956 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID MURAWSKI PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1 ROD EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST 20 RODS ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER 8 RODS; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER 20 RODS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING.

County Recorder

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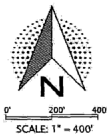
EXHIBIT

PARCEL DESCRIPTION:



GRANTORS:
TAX NO. 45-12-15-400-003.000-030
THOMAS & LISA KILAR LIVING TRUST
DATED 7-13-22
TRUSTEE'S DEED
DOC. NO. 2023-029392
REC. 10/27/2023

Reference Name: LAMAR
Survey Job No: 23-1258
Drawn By: G.B.
Date: 12/22/23
23-1258.DWG
Sec. 15-35-8
Lake County, IN



P.O.C. - POINT OF COMMENCEMENT
THIS DRAWING IS NOT INTENDED TO
BE REPRESENTED AS A RETRACEMENT
OR ORIGINAL BOUNDARY SURVEY,
OR A SURVEYOR LOCATION REPORT.

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Fax: (219) 662-2740
www.dvgteam.com

