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RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

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

C1NW8305496

Thomas Walter Kilar and Lisa Marie Kilar, Trustees of the

This Grant of Easement ("Agreement") is made this 16 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").

TNK **and any amendments thereto

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:

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

CHICAGO TITLE INSURANCE COMPANY

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
 TWK Walter

BY: Lisa Kilar
 LISA KILAR, Trustee
 LMK Marie

Property of Lake County Recorder

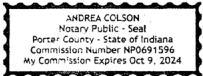
ACKNOWLEDGMENT

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



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

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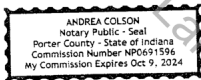
ACKNOWLEDGMENT

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

EAST PARCEL (AFFECTS 45-12-15-400-003.000-030)

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 NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 00 MINUTES 39 SECONDS WEST (BASIS OF BEARINGS IS ASSUMED) 589.04 FEET ALONG THE EAST LINE OF SAID SECTION 15 TO THE CENTER LINE OF EAST 73RD AVENUE (OLD LINCOLN WAY, COUNTY ROUTE 330); THENCE NORTH 77 DEGREES 54 MINUTES 54 SECONDS WEST, 1229.85 FEET ALONG SAID CENTERLINE TO THE EAST LINE OF INTERSTATE 65; THENCE SOUTH 11 DEGREES 12 MINUTES 06 SECONDS WEST, 75.01 FEET TO THE SOUTH LINE OF SAID EAST 73RD AVENUE; THENCE SOUTH 77 DEGREES 54 MINUTES 52 SECONDS EAST, 15.82 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 77 DEGREES 54 MINUTES 52 SECONDS EAST, 75.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 11 DEGREES 09 MINUTES 31 SECONDS WEST, 75.00 FEET; THENCE NORTH 77 DEGREES 54 MINUTES 52 SECONDS WEST, 75.00 FEET; THENCE NORTH 11 DEGREES 09 MINUTES 31 SECONDS EAST, 75.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5,625 SQUARE FEET MORE OR LESS.

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EXHIBIT "B"

Legal Description of the Property

THE LAND EAST OF STATE HIGHWAY 165 IN THAT PART SOUTH OF HIGHWAY 330 AND NORTH OF THE C & O RAILROAD IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN.

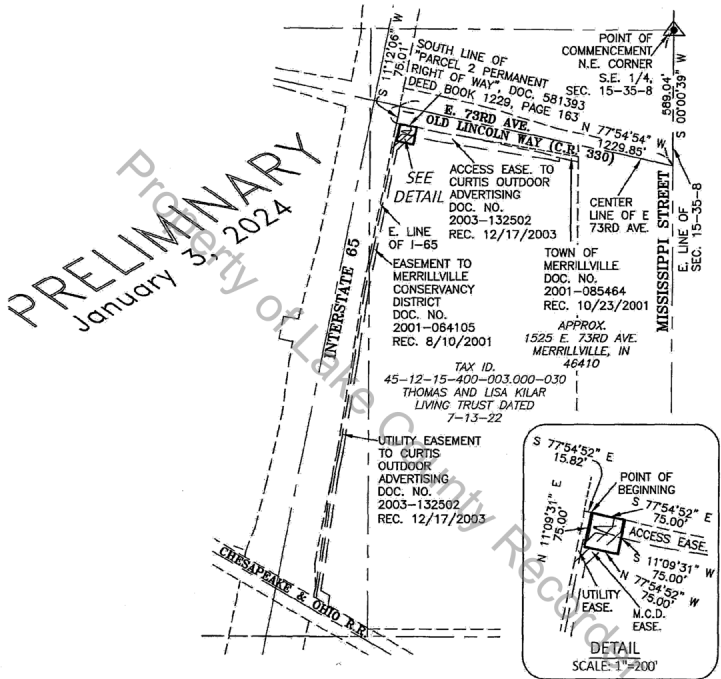
ALL THAT PART LYING SOUTH OF STATE HIGHWAY 330 IN THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA EXCEPTING THE SOUTH ONE ACRE THEREOF ALSO EXCEPTING THE RIGHT OF WAY OF THE CHESAPEAKE AND OHIO RAILROAD AND EXCEPTING THE EAST 20 ACRES THEREOF IN LAKE COUNTY, INDIANA.

ALSO EXCEPTING FROM ALL OF THE ABOVE DESCRIPTIONS THAT PART CONVEYED TO THE STATE OF INDIANA BY WARRANTY DEED CONVEYED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED SEPTEMBER 16, 1996 AS DOCUMENT NO. 96062588 AND THAT PART CONVEYED TO THE TOWN OF MERRILLVILLE IN A WARRANTY DEED RECORDED OCTOBER 23, 2001 AS DOCUMENT NO. 2001-085464.

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EXHIBIT

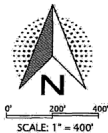
PARCEL DESCRIPTION:



GRANTORS:

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

Reference Name: LAMAR
Survey Job No: 23-1258
Drawn By: G.B.
Date: 1/03/24
23-1258.DWG
Sec. 15-35-8
Lake County, IN



THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

DVG TEAM, INC
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Crown Point, IN 46307
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Fax:(219) 662-2740
www.dvgteam.com

