

FILED

Sep 24 2024 BDD
PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

Prepared by and Return to:

Attorney Andrew J. Sabino, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Tax Parcel ID No: 45 12-19-326-001.000-030

RESOLUTION AND CONSENT AFFIDAVIT

BRS 9, LLC,
an Indiana limited liability company

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees (collectively "**Affiants**") of the above referenced entity (the "**Seller**"), hereby declare and resolve the following:

1. Seller (or its predecessor in interest) has leased or subleased a portion of land to American Tower, L.P., a Delaware limited partnership (or its predecessor in interest), (hereinafter "**Buyer**") under an Option and Lease Agreement (Land) originally dated January 28, 1999 (as the same may have been amended, the "**Lease**").
2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement, and an Easement and Assignment Agreement (collectively, the "**Easement**") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a series on installment payments to Seller as more fully set forth in the Easement.
3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located and originally created, or if not in compliance, the Affiants listed hereunder are all the only legal and equitable interest owners of Seller and are the only Members, Partners, Directors, Shareholders or Trustees of Seller.
4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.
5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State or Commonwealth upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute the Easement on behalf of Affiants and Seller, as well as any other documents necessary to complete the Easement

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transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in which all payments will be made by Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

NOMINEE: (Print Name) Timothy A. Styka
(Address) 3935 W. 83rd Place
Merrillville, IN 46410

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.
8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES NEXT]

Property of Lake County Recorder

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EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

AFFIANT NO. 2
THE STYKA JOINT REVOCABLE TRUST AGREEMENT
DATED MAY 16, 2008

2 WITNESSES

Signature: Judy M. Styka
Print Name: Judy M. Styka
Date: 9/27/19

Signature: Rhett L. Tauber
Print Name: Rhett L. Tauber

Signature: Kristen Pulkowski
Print Name: Kristen Pulkowski

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: 50 %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Indiana

County of Lake

On this 27 day of September, 2019, before me, the undersigned Notary Public, personally appeared Judy M. Styka, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Janette Rebeles
Notary Public
Print Name: Janette Rebeles
My commission expires: 4/19/23

{Seal}



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



A handwritten signature in black ink, appearing to read 'Jess Barstow', is written over a horizontal line. The signature is stylized with large loops and flourishes.

Affiant – Jess Barstow

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