

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**Chicago Title Company, LLC**

(File Number: CTIN2402835)

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**Auction Tract 1  
(Lake County, Indiana)**

---

*For August 29, 2024 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Lake County Trust Company, as Trustee under a Trust Agreement  
dated November 18, 1998 and known as Trust Number 5055**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

**CTIN2402835**  
**Revision One, 7-1-2024**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Christina Barclay, VP, Indiana State Manager  
Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

Issued Date: July 1, 2024

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC 135 N. Pennsylvania St., Suite 1575B Indianapolis, IN 46204 Main Phone: (317)684-3800	

Order Number: CTIN2402835

Property Address: Vacant Land, Lowell, IN 46356

SCHEDULE A

1. Commitment Date: June 12, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy 2021
 

Proposed Insured:	Lake County Trust Company or designee
Proposed Amount of Insurance:	\$100,000.00
The estate or interest to be insured:	Fee Simple
3. The estate or interest in the Land at the Commitment Date is:
 

Fee Simple
4. The Title is, at the Commitment Date, vested in:
 

[Lake County Trust Company, as Trustee under a Trust Agreement dated November 18, 1998 and known as Trust Number 5055](#)
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 45-20-19-355-003.000-008**

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The South 300 feet of the West 1,374 feet of the Southwest 1/4 of Section 19, Township 33 North, Range 8 West of the 2nd Principal Meridian, EXCEPTING therefrom the West 1,110 feet of the above described parcel of land, all in Lake County, Indiana.

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

The Following are to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate of interest, mortgage or lien to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly files for record, to wit:

5. The Company reserves the right to make further requirements and to take such further exceptions to title, as in our opinion, are necessary once the identity of the proposed insured owner is known.
6. Record a Warranty Deed or Trustee's Deed from the current owner(s) as shown in Schedule A to the proposed insured.
7. Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
8. Any deed by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
9. The Company should be furnished a Vendors Affidavit.

NOTE: If Chicago Title Company, LLC will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Property taxes for tax year 2023 are due and payable 2024, \$201.10 May installment, PAID, and \$201.10, UNPAID, for the November installment, Name of Taxpayer: Lake County Trust Co. Tr 5055, Land \$18,200.00, Improvements \$0.00, Exemptions \$0.00, Tax Identification No.: [45-20-19-355-003.000-008](#), Description: S. 300FT OF W. 1374FT OF SW1/4 SW1/4 S19 T33 R8 EX W 1110FT 1.818.  
  
Semi-annual assessment for Lowell Storm Water in the amount of \$9.60. May installment: PAID; November installment: UNPAID.
8. Property taxes for the year 2024 due in 2025 are a lien not yet due and payable.  
  
Note: The Company does not assume any liability for tax increases occasioned by retroactive revaluation change in land usage or loss of any homestead exemption status for insured premises.
9. Municipal assessments, if any, assessed against the land.
10. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the Land taken or used for road purposes.

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**SCHEDULE B, PART II - Exceptions**

(continued)

11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
13. Terms and provisions set out in Ordinance No. 1997-29 (Ordinance Regarding the Annexation of Certain Territory by the Town of Lowell, Indiana), recorded March 18, 1998 as Instrument No. [98018462](#).
14. Terms, provisions and easement set out in Easement granted to the Town of Lowell, recorded September 2, 1998 as Instrument No. [98069354](#).
15. Terms and provisions set out in Lease Agreement dated August 28, 2002 by and between Lake County Trust Company, not individually but solely as Trustee UTA #5055 (Lessor) and Lamar Advertising Company (Lessee), as evidenced by a Memorandum of Lease Agreement, recorded September 30, 2002 as Instrument No. [2002-087883](#).
16. Terms and provisions set out in Lease Agreement dated February 10, 2006 by and between Lake County Trust Company, not individually but solely as Trustee UTA #5055 (Lessor) and Lamar Advertising Company (Lessee), as evidenced by a Memorandum of Lease Agreement, recorded May 19, 2006 as Instrument No. [2006-042953](#).
17. Terms and provisions set out in Lease Agreement/Rider dated October 31, 2016 by and between Lake County Trust Company, c/o Linda K. Armstrong, not individually but solely as Trustee UTA #5055 (Lessor) and The Lamar Companies (Lessee), as evidenced by a Memorandum of Lease Agreement, recorded December 5, 2016 as Instrument No. [2016-082397](#).
18. Terms and provisions of the Trust under which title is held.
19. Rights of tenants in possession as tenants only under unrecorded leases.
20. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
21. A judgment search has been made versus Lake County Trust Company, as Trustee under a Trust Agreement dated November 18, 1998 and known as Trust Number 5055 and none found.

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

**END OF SCHEDULE B, PART II**

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**FILED**

MAR 16 1988

SAN ORLON

AUDITOR LAKE COUNTY

Ordinance No. 1987-29

**ORDINANCE REGARDING THE ANNEXATION OF CERTAIN TERRITORY BY THE TOWN OF LOWELL, INDIANA**

WHEREAS, The Lowell Professional Associates, L.P., Glenn Gintert and Roberta Gintert, and Howard Holtz and Mildred Holtz have filed simultaneous and joint Petitions for the annexation of approximately 20.41 acres of real estate located outside of but contiguous to the eastern boundary of the Town of Lowell; and

WHEREAS, Essential municipal services and facilities are or may be available to the territory sought to be annexed; and

WHEREAS, The Town of Lowell is physically and financially able to provide municipal services to the territory sought to be annexed; and

WHEREAS, It is desirable that to control the use of said real estate for the future development, health, safety and welfare of the Town of Lowell; and

WHEREAS, Petitioners have filed petitions requesting the Lowell Town Council to prepare and enact an ordinance to annex the following described territory to I.C. 35-4-3-5 and other applicable laws:

Parcel A:

KEY 3-55-33

A tract of land in the Southwest quarter of Section 19, Township 33 North, Range 8 West of the Second Principle Meridian, Lake County, Indiana, described as beginning at a point on the South line of said Section 19 which is 1374 East of the Southwest corner of said Section 19; thence Northerly on a line which is parallel to the West line of said Section 19, a distance of 1320 feet; thence Easterly on a line which is parallel to the South line of said Section 19 a distance of 860 feet; thence Southerly on a line parallel to the West line of said Section 19 a distance of 1320 feet to the South line of said Section 19; thence westerly of said South line 860 feet to the place of beginning, containing 20 acres.

Owners Parcel "A": Lowell Professional Associates, L.P.

9808162  
98 MAR 8 PM 2:37

STATE OF INDIANA  
LAKE COUNTY  
FILED OR RECORD  
MORNING

000714

2000  
su

04511



Parcel B: KEY 3-55-41

The South 300 feet of the West 1,110 feet of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16, Township 33 North, Range 8 West of the 2nd Principle Meridian, excepting therefrom the West 510 feet thereof, containing 4.3 acres more or less in Lake County, Indiana.

Parcel C: KEY 3-55-40

The North 200 feet of the South 500 feet of the West 1374 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the 2nd Principle Meridian, excepting therefrom the West 510 feet thereof, containing 3.97 acres more or less in Lake County, Indiana.

Parcel D: KEY 3-55-42

The South 300 feet of the West 1,374 feet of the Southwest quarter of the Southwest quarter of Section 19, Township 33 North, Range 8 West, of the 2nd Principle Meridian, excepting therefrom the West 1,110 feet of the above described parcel, all in Lake County, Indiana.

Owners Parcels "B", "C" and "D": Glenn Gintert and Roberta Gintert

Parcel E: KEY 3-55-38

A tract of land described as the East 60 feet of the West 510 feet of the South 300 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, approximately .41 acres.

Owners Parcel "F": Howard Holtz and Mildred Holtz

**NOW, THEREFORE, BE IT ORDAINED** by the Lowell Town Council as follows:

1. In consideration for said annexation by the Town of Lowell, the Petitioners covenant and agree to grant the Town of Lowell, without limitation, all utility, sanitary sewer, storm sewer, road and other easements or rights-of-way necessary to provide any municipal services to the annexed lands or any lands contiguous thereto.
2. Petitioners Lowell Professional Associates, L.P. shall bear the cost of all engineering, construction, and other costs for connection to existing municipal utilities.

3. Petitioners Glenn Gintart and Roberta Gintart agree that this annexation will not, in any manner, obligate the Town of Lowell to provide any municipal utilities to the annexed property now or at any time in the future, however, if a request for utility service is made by said Petitioners, or their successors in title, then the Petitioners, or their successors in title, shall be responsible for the cost of all engineering, construction and other costs for service and connection to any municipal utility.

4. Upon the annexation of said territory the Petitioners Lowell Professional Associates, or their successors in title, shall file for a rezoning of their property to a B-2 Community Business District

5. That based upon the aforementioned promises, covenants or agreements by the Petitioners the real estate described below be and it is hereby annexed to the Town of Lowell, to-wit:

Parcel A:

A tract of land in the Southwest quarter of Section 19, Township 33 North, Range 8 West of the Second Principle Meridian, Lake County, Indiana, described as beginning at a point on the South line of said Section 19 which is 1374 East of the Southwest corner of said Section 19; thence Northerly on a line which is parallel to the West line of said Section 19, a distance of 1320 feet; thence Easterly on a line which is parallel to the South line of said Section 19 a distance of 660 feet; thence Southerly on a line parallel to the West line of said Section 19 a distance of 1320 feet to the South line of said Section 19; thence westerly of said South line 660 feet to the place of beginning, containing 20 acres.

Owners Parcel "A": Lowell Professional Associates, L.P.

Parcel B:

The South 300 feet of the West 1,110 feet of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2nd Principle Meridian, excepting therefrom the West 510 feet thereof, containing 4.3 acres more or less in Lake County, Indiana.

Parcel C:

The North 200 feet of the South 500 feet of the West 1374 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the 2nd Principle Meridian, excepting therefrom the West 510 feet thereof, containing 3.97 acres more or less in Lake County, Indiana.

Parcel D:

The South 300 feet of the West 1,374 feet of the Southwest quarter of the Southwest quarter of Section 19, Township 33 North, Range 8 West, of the 2nd Principle Meridian, excepting therefrom the West 1,110 feet of the above described parcel, all in Lake County, Indiana.

Owners Parcels "B", "C" and "D": Glenn Gintert and Roberta Gintert

Parcel F:

A tract of land described as the East 50 feet of the West 510 feet of the South 300 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, approximately .41 acres.

Owners Parcel "F": Howard Holtz and Mildred Holtz

6. All of the annexed territory above shall be included within Lowell Councilmanic Ward No. 4 and Cedar Creek Township Precinct No. 2.

7. That said annexed territory shall be zoned pursuant to the Lowell Zoning Code for newly annexed lands, subject to the right of the Petitioners or each of them, to file appropriate Petitions for rezoning.

8. The Master Zoning Map of the Town of Lowell is hereby amended to reflect the lands contained in this annexation.

9. This ordinance shall be in full force and effect upon the adoption thereof and all other ordinances or resolutions, or any parts thereof, in conflict therewith are hereby repealed.

PASSED and ADOPTED this 22nd day of December, 1987.

LOWELL TOWN COUNCIL:

[Signature]  
Larry Just, President

[Signature]  
John Zaprovich, Vice President

[Signature]  
William Dunn, Member

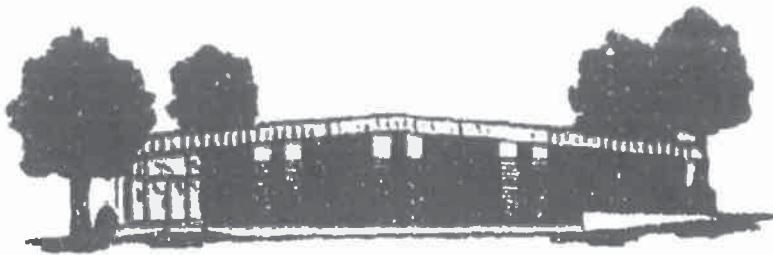
[Signature]  
Sam F. Oliveira, Member

[Signature]  
Ray Kaczanski, Member

ATTEST:

[Signature]  
Judith Walters, Clerk-Treasurer

H-C:\WP51\LOWELL\ORD-87\Hls-Arzt.Ord



## TOWN OF LOWELL

301 East Main Street • P.O. Box 157 • Lowell, Indiana 46356  
219/696-7794 • FAX: 219/696-7796



### ORDINANCE CERTIFICATION

I, Judith Walters, the Clerk-Treasurer of the Town of Lowell,  
Indiana, hereby certify that the attached are true and correct  
copies of Ordinance # 1997-29, ~~and Ordinance #~~ \_\_\_\_\_,  
duly adopted by the Lowell Town Council on the 22nd day of  
December, 1997, the original of which are on file in the  
office of the Clerk-Treasurer, Town Hall, Lowell, Lake County, Indiana.  
dated this 18th day of March, 1998.

  
Judith Walters  
Clerk-Treasurer

*"The friendly Town with friendly people"*

**Lamar Advertising Company**

Memorandum of Lease Agreement  
Lease #335 (formerly IN 1368)

Return to: Lamar Advertising Company 2002 087883  
Attn: Real Estate Dept.  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408

2007 SEP 30 PM 3: 59

IGORIS W. CARLIS  
RECORDER

Lessee: Lamar Advertising Company  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408

Lessor: Lake County Trust,  
not individually but solely as Trustee  
UTA #5055, 2200 N. Main Street  
P.O. Box 110, Crown Point, Indiana 46307

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to Lamar Advertising Company (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated August 28, 2002 leasing a portion of the premises situated in the County of Lake, State of Indiana more particularly described as follows:

Property address: See Exhibit A  
Key Number: 02-03-0055-0040 & 02-03-0055-0041 & 02-03-0055-0042

Whereas, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of five (5) years and provides that the Lease may be continued in force thereafter with the provision set out as well as other rights and obligations of the parties thereto.

Now, therefore for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

In Witness Whereof, this instrument is duly executed this 23<sup>rd</sup> day of September, 2002

Lessee: Lamar Advertising Company

Lessor: Lake County Trust #5055

By: [Signature]  
Jon Terpstra - Vice President/GM

By: SEE SIGNATURE PAGE ATTACHED  
Trust Officer's Name and Title

ACKNOWLEDGMENTS

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS:

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

Notary Public

My Commission Expires

State of Indiana }  
County of Lake } SS:

This foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of Sept., 2002, by Jon Terpstra, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal, this 23<sup>rd</sup> day of September, A.D., 2002

Notary Public

My Commission Expires

VIRGINIA S. WINSTON  
NOTARY PUBLIC, STATE OF INDIANA  
RESIDENT OF LAKE COUNTY

MY COMMISSION EXP. JULY 28, 2007

This instrument prepared by: James R. McIlwain, 5551 Corporate Blvd., Baton Rouge, LA 70808

16-  
M.H  
1350

It is expressly understood and agreed that this Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of the Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 6<sup>th</sup> day of September, 2002.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 18, 1998, and known as Trust No. 5055.

By:   
Elaine M. Sievers, Trust Officer

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 6<sup>th</sup> day of September, 2002.

  
Hesta Payo, Notary Public

My Commission Expires: 10-11-07

Resident Lake County, Indiana



THE  COMPANIES

**"Exhibit A"**  
Lamar Lease #335  
Lake County Trust Company,  
Not individually but solely as Trustee UTA #5055

**Legal Description:**

Parcel 1: The South 300 feet of the West 1,110 feet of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana.

Parcel 2: The North 200 feet of the South 500 feet of the West 1,374 feet of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana.

Parcel 3: The South 300 feet of the East 1,374 feet of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 1,110 feet of the above described parcel of land, all in Lake County, Indiana.

Key/Map. #02-03-0055-0040 & 02-03-0055-0041 & 02-03-0055-0042

Cedar Creek Township, Lake County, Indiana.

2006 042953

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THE **LAMAR** COMPANIES

**Memorandum of Lease Agreement**  
**Lease #335**  
**Page 1 of 1**

**Return to: Lamar Advertising Company**  
**Attn: Real Estate Dept.**  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408

**Lessee: Lamar Advertising Company**  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408

**Lessor: Lake County Trust,**  
not individually but solely as Trustee  
UTA #5055, 2200 N. Main Street  
P.O. Box 110, Crown Point, Indiana 46307

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to Lamar Advertising Company (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated February 10, 2006 leasing a portion of the premises situated in the County of Lake, State of Indiana more particularly described as follows:

Property address: See Exhibit "A"  
Key Number: 02-03-0055-0040, 02-03-055-0041 & 02-03-0055-0042

Whereas, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of ten (10) years and provides that the Lease may be continued in force thereafter with the provision set out as well as other rights and obligations of the parties thereto.

Now, therefore for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein

**Lessee: Lamar Advertising Company**

**Lessor: Lake County Trust #5055**

**By:** Jon Terustra  
Jon Terustra - Vice President/GM

**By:** Judith Cluff, Trustee  
Trust Officer's Name and Title

STATE OF Indiana, COUNTY OF Lake, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared \_\_\_\_\_, and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this 16 day of February, 2006.

My Commission Expires:  
County of Residence of Notary:

Jean R. Haggren  
Notary Public (signature)  
Jean R. Haggren  
Notary Public (please print)

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared Jon Terustra, and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this 13 day of March, 2006.

My Commission Expires: 7/26/07  
County of Residence of Notary: Lake

Virginia S. Winston  
Notary Public (signature)  
Virginia S. Winston  
Notary Public (please print)

This instrument prepared by: Lamar Advertising Company, 1770 W. 41<sup>st</sup> Avenue, Gary, Indiana 46408

VIRGINIA S. WINSTON  
NOTARY PUBLIC, STATE OF INDIANA  
RESIDENT OF LAKE COUNTY  
MY COMMISSION EXP. JULY 26, 2007

14-  
2P  
1649

THE **LAMAR** COMPANIES

"Exhibit A"

Lamar Lease #335

**Lake County Trust Company, not individually but solely as Trustee, under  
trust agreement #5055**

**Legal Description:**

Parcel 1: The South 300 feet of the West 1,110 feet of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana

Parcel 2: The North 200 feet of the South 500 feet of the West 1,374 feet of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana

Parcel 3: The South 300 feet of the East 1,374 feet of the Southwest  $\frac{1}{4}$  of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 1,110 feet of the above described parcel of land, all in Lake County, Indiana.

**Key/Dup. #02-03-0055-0040 & 02-03-0055-0041 & 02-03-0055-0042**

**Cedar Creek Township, Lake County, Indiana.**

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MICHAEL J. DAWSON  
RECORDER

THE **LAMAR** COMPANIES

Memorandum of Lease Agreement  
Lease #335  
Page 1 of 1

→ Return to: Lamar Advertising Company  
Attn: Real Estate Dept.  
1770 W. 41<sup>st</sup> Avenue  
Gary, IN 46408

Lessee: The Lamar Companies  
1770 W. 41<sup>st</sup> Ave.  
Gary, IN 46408

Lessor: Lake County Trust Company, C/O Linda K. Armstrong,  
not individually but solely as Trustee UTA #5055  
2200 N. Main St.  
P.O. Box 110  
Crown Point, IN 46307

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to The Lamar Companies (hereinafter referred to as "Lessee") a LEASE AGREEMENT/RIDER dated OCTOBER 31, 2016, leasing a portion of the premises situated in the County of Lake, State of Indiana more particularly described as follows:

See "Exhibit A"

Whereas, said LEASE AGREEMENT/RIDER (hereinafter referred to as "Lease"), provides for a term of six (6) years and provides that the Lease may be continued in force thereafter with the provision set out as well as other rights and obligations of the parties thereto.

Now, therefore for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

Lessee: The Lamar Companies

Lessor: Lake County Trust Company, C/O Linda K. Armstrong,  
not individually but solely as Trustee UTA #5055  
2200 N. Main St.  
P.O. Box 110  
Crown Point, IN 46307

By: [Signature]  
Jon Terrostra - VP/CM  
Date: 10/31/16

By: [Signature] 10-26-16  
Lessor's Signature Date  
By: LINDA ARMSTRONG  
Lessor's Printed Name

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared LINDA ARMSTRONG, and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this 26<sup>th</sup> day of OCTOBER, 2016.

My Commission Expires:  
County of Residence of Notary:



[Signature]  
Notary Public (signature)  
SYDNEY DAWSON  
Notary Public (please print)

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me the undersigned, a Notary Public for said county and state, personally appeared Jon Terrostra, Vice President/General Manager, and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this 31<sup>st</sup> day of OCTOBER, 2016.

My Commission Expires: OCTOBER 28, 2023  
County of Residence of Notary: LAKE



[Signature]  
Notary Public (signature)  
SYDNEY DAWSON  
Notary Public (please print)

413  
CK#2883  
GP

THE **LAMAR** COMPANIES

"Exhibit A"  
Lamar Lease #335

Lake County Trust Company, not individually but solely as Trustee, under  
trust agreement #5055

**Legal Description:**

**Parcel 1:** The South 300 feet of the West 1,110 feet of the Southwest ¼ of the Southwest ¼ of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana

**Parcel 2:** The North 200 feet of the South 500 feet of the West 1,374 feet of the Southwest ¼ of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana

**Parcel 3:** The South 300 feet of the East 1,374 feet of the Southwest ¼ of Section 19, Township 33 North, Range 8 West of the 2<sup>nd</sup> Principal Meridian, excepting therefrom the West 1,110 feet of the above described parcel of land, all in Lake County, Indiana

Key/Dep. #02-03-0055-0040 & 02-03-0055-0041 & 02-03-0055-0042

Cedar Creek Township, Lake County, Indiana

**FILED**

SEP 02 1998  
KEYS 9-16-8 11, 13, 14, 37  
SAM ORLICH  
LAKELAND, INDIANA  
LAKELAND, INDIANA

EASEMENT

In consideration of the sum of Ten Dollars (\$10.00), receipt of which is mutually acknowledged, and for other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, Mr. Glenn Gintert and Mrs. Roberta Gintert hereinafter referred to as "GRANTOR", does hereby grant, warrant and convey unto the Town of Lowell, Lake County, Indiana, hereinafter referred to as the "GRANTEE", the perpetual easement right and authority to use for public utility purposes, including but not limited to, the extension of a sanitary sewer line and if necessary from time to time, to install, construct, operate, maintain, repair, replace and renew pipelines, cables and/or other appurtenances in the strip of land hereinafter described, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from the strip of land over the adjoining lands of GRANTOR herein, including the right to remove from said strip hereinafter described, any trees or growth or plants which may, in the sole judgment of the GRANTEE, endanger the safety of or interfere with the use or enjoyment of the rights granted herein in, upon, along, over and through the easement strip of land or right-of-way situated in the Town of Lowell, County of Lake, State of Indiana, described as follows:

The South 70 feet of the West 1,374 feet of the Southwest quarter of the Southwest quarter of Section 19 Township 33 North Range 8 West of the 2<sup>nd</sup> P.M. excepting therefrom the West 510 feet of the above described parcel, all in Lake County, Indiana.

Any permanent damage to the grass, trees, bushes or fences on or adjacent to the easement or to any buildings or structures immediately adjacent to said easement that is caused solely by the GRANTEE, or its agents servants or employees, shall be repaired, reconstructed or restored in a reasonable time after said damage shall occur by and at the expense of the GRANTEE.

The GRANTOR reserves the right to use the above-described land not inconsistent with this grant and agrees that no permanent structure shall be placed in the easement by the GRANTOR

Town of Lowell  
PO Box 157  
Lowell IN 46327

0:688 16p

25 x 10

32 x 10

The undersigned GRANTOR hereby covenants to be the owner in fee simple of said real estate with good right and title to grant and convey an easement herein.

The easement right and authority granted herein to the Town of Lowell shall be binding upon the GRANTOR, its assigns and/or successors in interest and upon the Town of Lowell, its assigns and/or successors in interest.

Dated this 7<sup>th</sup> day of August, 1998.

GRANTOR: GLENN GINTERT  
ROBERTA GINTERT

By: Glenn Gintert  
By: Roberta Gintert

ATTEST:

\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public of the State of Indiana, personally appeared the within named Glenn Gintert and Roberta Gintert and acknowledged the execution of the foregoing instrument to be their free and voluntary act. Signed and sealed this 7<sup>th</sup> day of August, 1998.

Elaine M. Anderson  
Notary Public  
County of Residence: Lake  
My Commission Expires: 4-28-08

Accepted this 10<sup>th</sup> day of August, 1998.

GRANTEE

TOWN OF LOWELL

Jim J. Deane

Leigh Gust

Bob August

Sam F. Olivering

John E. J. J...

ATTEST

Judith Walters



STATE OF INDIANA     )  
                              )  
                              )     SS:  
COUNTY OF LAKE     )

Before me, a Notary Public of the State of Indiana, personally appeared William Dunn  
President and Judith Wolf Secretary to me known to be such President and Secretary of  
said Lowell Town Council, and acknowledged the execution of the foregoing instrument  
to be their free and voluntary act. Singed and sealed this 12th day of  
August, 1998.

Clair M. Hall  
Notary Public  
County of Residence: LAKE

My Commission Expires:

4-28-08