

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: CTIN2402834)

Auction Tract 3
(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:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

CTIN2402834

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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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: CTIN2402834

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): 45-20-19-355-001.000-008

The North 200 feet of the South 500 feet of the West 1374 feet of the Southwest 1/4 of Section 19, Township 33 North, Range 8 West of the 2nd Principal Meridian, EXCEPTING therefrom the West 510 feet thereof, 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, \$438.66 May installment, PAID, and \$438.66, UNPAID, for the November installment, Name of Taxpayer: Lake County Trust Co. Tr 5055, Land \$39,700.00, Improvements \$0.00, Exemptions \$0.00, Tax Identification No.: [45-20-19-355-001.000-008](#), Description: PT SW1/4 SW1/4 S19 T33 R8 3.97AC.

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, provisions and easement set out in Deed of Easement to Gilbert V. Carter and Kurt Isay, recorded September 11, 1979 as Instrument No. [548985](#).
Amended Deed of Easement, recorded May 16, 1989 as Instrument No. [036863](#).
14. 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](#).
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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548985

*Victor R. of
S. C. W. P. ...
S. C. W. P. ...*

State of Indiana)
County of Lake) SS:

DEED OF EASEMENT

This agreement made and entered into by and between Howard Holtz and Mildred L. Holtz, husband and wife, herein and after referred to as Grantor and Gilbert V. Carter and Kurt Isay, herein referred to as Grantee.

STATE OF INDIANA, S.S. NO
LAKE COUNTY
FILED
SEP 11 9 27 AM '79
WILIAM BIESKI JR
RECORDER

WITNESSETH

The Grantor does for and in consideration of ten dollars and no/100 (\$10.00) and other good and valuable consideration, hereby grant, bargain, sell and convey unto the Grantee a perpetual right of way and easement for purposes of use as a utility road across the real estate described as the West 60 feet of the North 200 feet of the South 500 feet of the East 924 feet of the Southwest Quarter of said Section 19, Township 33 North, Range 8 West of the 2nd P.M. in Lake County, Indiana.

The road described above shall be constructed and maintained by the Grantees at their sole cost and expense.

The grant of this easement shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns.

The Grantors do covenant for themselves, their Grantees, successors and assigns that they will not erect or maintain any building or other structure or obstruction on or over the real estate in which the perpetual right of way and easement is hereby granted, except by express permission from the Grantees in writing and in accordance with the terms thereof and which permission when in writing and recorded shall run with the real estate. The Grantees shall not unreasonably withhold such permission.

The Grantees, their successors and assigns, shall hold harmless the Grantors, their successors and assigns by the use and acceptance of this grant of easement from any and all damages, actions and causes of actions arising from their use of said utility road.

FILED

SEP 11 1979

James B. ...
AMERICAN LAND COMPANY

The Grantors herein covenant that they are the owners in fee simple of said real estate, are lawfully seized thereof and have a good title to grant and convey the foregoing easement therein; that they guarantee the quite possession thereof, and that said real estate is free of any and all encumbrances excepting current taxes payable.

Date this 7th day of Sept, 1979

Howard J. Holtz
Howard J. Holtz

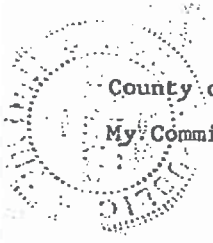
Mildred L. Holtz
Mildred L. Holtz

State of Indiana)
)
) SS:
County of Lake)

Before me, the undersigned, a Notary Public in and for said County and State this 7 day of Sept, 1979, personally appeared Howard J. Holtz and Mildred L. Holtz, husband and wife and acknowledged execution of the foregoing instrument. In witness thereof, I have hereunto subscribed my name and affixed my official seal.

Vitold Reey
Notary Public

County of Residence: Porter
My Commission Expires: 7-20-82



This instrument prepared by: Vitold Reey, Attorney at Law
5681 Broadway
Merrillville, Indiana 46410
Phone: 887-9569

17663

AMENDED DEED OF EASEMENT

This Agreement made and entered into by and between HOWARD J. HOLTZ and MILDRED L. HOLTZ, husband and wife, (hereinafter referred to as "Grantor") and GLEN W. GINTERT and ROBERTA GINTERT, husband and wife, (hereinafter referred to "Grantee");

WHEREAS, on September 7, 1979, Grantor granted to Gilbert V. Carter and Kurt Isay a Deed of Easement to a parcel of real estate described as the West 60 feet of the North 200 feet of the South 500 feet of the East 924 feet of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the 2nd P.M. in Lake County, Indiana; and

WHEREAS, said document was recorded on September 11, 1979, as Document No. 548985; and

WHEREAS, said legal description was erroneous and affected another portion of Grantor's property; and

WHEREAS, the Grantees herein are the current owners of the property that is affected by the above-referenced Deed of Easement; and

WHEREAS, the parties desire to correct the previous error and to accurately describe said easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Grantor does hereby grant, bargain, sell and convey unto the Grantee a perpetual right of way and easement for purposes of use as a utility road across the real estate described as follows:

The West 60 feet of the North 200 feet of the South 500 feet of the East 924 feet of the West 1,374 feet of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the 2nd P.M., in Lake County, Indiana.

2. That all other terms and provisions of the Deed of Easement as dated September 7, 1979, and recorded September 11, 1979, by and between Howard Holtz and Mildred Holtz, husband and wife, as Grantor, and Gilbert V. Carter and Kurt Isay, as Grantee, are incorporated herein and made a part hereof by reference and shall insure to and bind the parties herein.

FILED

MAY 15 1989

Donna M. Austin
AUDITOR LAKE COUNTY

987

NORTHWEST INDIANA TITLE SERVICES, INC.
152 Washington Street
Lawrence, Indiana 46356
764-0227 or 696-9100

3-55-13

STATE OF INDIANA
MAY 15 1989
660



The grant of this Amended Deed of Easement shall run with the land and shall be binding upon all parties hereto, their heirs, successors and assigns.

DATED this 27 day of March, 1989.

GRANTOR:

Howard J. Holtz
HOWARD J. HOLTZ

Hildegard L. Holtz
HILDEGARD L. HOLTZ

GRANTEE:

Glen W. Gintert
GLEN W. GINTER

Roberta Gintert
ROBERTA GINTER

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 27 day of March, 1989.

My Commission expires:
8-29-92

County of Residence: LAKE

William J. Langen
WILLIAM J. LANGEN
Notary Public
LAKE COUNTY, INDIANA

This instrument was prepared by: RICHARD A. ZUNICA, Attorney at Law
162 Washington Street, Lowell, IN 46356

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 Board to prepare and enact an ordinance to annex the following described territory to I.C. 36-4-3-5 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.

980846

STATE OF INDIANA
LAKE COUNTY
FILED OR RECORD
MAR 16 1988
2:37

000714

2000
su

04611

Parcel B: KEY 3-55-41

The South 300 feet of the West 1,110 feet of the Southwest ¼ of the Southwest ¼ 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 Gintert and Roberts Gintert 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 ¼ of the Southwest ¼ 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 E:

A tract of land described as the East 80 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, 1997.

LOWELL TOWN COUNCIL:

[Signature]
Larry Just, President

[Signature]
John Zaprovich, Vice President

[Signature]
William Dunn, Member

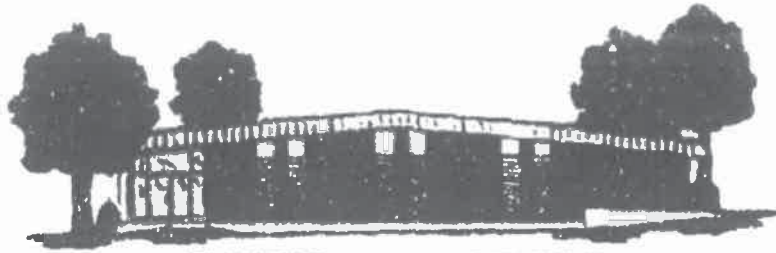
[Signature]
Sam Olivero, Member

[Signature]
Ray Kaczewski, Member

ATTEST:

[Signature]
Judith Walters, Clerk-Treasurer

H-C:WP512,LOWELL,ORD-97,118-Arz,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 # 29~~,
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
Judith Walters
Clerk-Treasurer

"The friendly Town with friendly people"

H Lamar Advertising Company

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

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

2002 087883

2002 SEP 30 PM 3:59

VIRGINIA S. WINSTON
RECORDER

Lessee: Lamar Advertising Company
1770 W. 41st 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 23rd day of September, 2002

Lessee: Lamar Advertising Company

Lessor: Lake County Trust #5055

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

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

ACKNOWLEDGMENTS

State of)
) SS:
County of)

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)
) SS:
County of Lake)

This foregoing instrument was acknowledged before me this 23rd day of Sept. 2002 by Jan Terpstra who is personally known to me or who has produced _____ as identification.

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

[Signature]
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. Mollwain, 5551 Corporate Blvd., Baton Rouge, LA 70808

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A.H.
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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 6th 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 6th day of September, 2002.


Hesta Payo, Notary Public

My Commission Expires: 10-11-07

Resident Lake County, Indiana

THE **LAMAR** 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 2nd 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 2nd 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 2nd 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.

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REC'D - RECORDS

THE **LAMAR** COMPANIES

Memorandum of Lease Agreement
Lease #335
Page 1 of 1

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

Lessee: Lamar Advertising Company
1770 W. 41st 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: [Signature]
Jon Terstra - Vice President/GM

By: [Signature] 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:

[Signature]
Notary Public (signature)
[Signature]
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 Terstra, and being first duly sworn upon their oaths, state that the facts set forth in the foregoing instrument are true. Signed and sealed this 12 day of March, 2006.

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

[Signature]
Notary Public (signature)
Virginia S. Winston
Notary Public (please print)

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

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

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THE  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 2nd 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 2nd 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 2nd 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.

2016 082397

2016 DEC -5 PM 2:03

MICHAEL J. BRUNN
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. 41st Avenue
Gary, IN 46408

Lessee: The Lamar Companies
1770 W. 41st 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

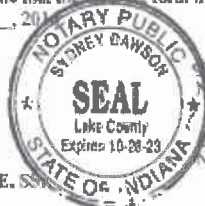
By: [Signature]
Jon Terpstra - VP/GM
Date: 10/31/16

By: [Signature] TICE 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 26th day of OCTOBER, 2016.

My Commission Expires:
County of Residence of Notary:

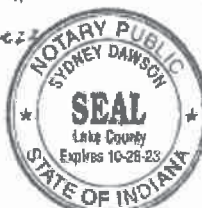


[Signature]
Notary Public (signature)
SYDNEY DAWSON
Notary Public (please print)

STATE OF INDIANA, COUNTY OF LAKE, STATE OF INDIANA

Before me the undersigned, a Notary Public for said county and state, personally appeared Jon Terpstra, 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 31st 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)

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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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 33 North, Range 8 West of the 2nd 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 2nd 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 2nd 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