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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 052887

2005 JUN 27 PM 3:46

MICHAEL A. BROWN  
RECORDER

RETURN TO: GLENN R. PATTERSON, ESQ.  
LUCAS, HOLCOMB & MEDREA, LLP  
300 EAST 90TH DRIVE  
MERRILLVILLE, IN 46410

**SIGN EASEMENT AGREEMENT**

This Easement Agreement (this "Agreement") is made by and between **GEORGE NISSAN and JEANETTE NISSAN, and their successors and assigns** (collectively the "Grantor"), and **TLC PROPERTIES, INC. (as successor to The Lamar Companies), and its successors and assigns** (collectively the "Grantee"), whose principal place of business is located at 5551 Corporate Boulevard, Baton Rouge, Louisiana 70808.

**RECITALS:**

**WHEREAS**, Grantor owns a certain tract of land legally described as follows:

The South 75.05 feet of the following described parcel: Part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 35 North, Range 8 West of the 2nd P.M., more particularly described as follows: Beginning at a point on the East line of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 865.40 feet South of the North line thereof; thence South along the East line of said West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, a distance of 150.00 feet; thence East 30.00 feet; thence South 259.55 feet, more or less, to the North right-of-way line of U.S. Highway #30; thence East along the said North right-of-way line of Highway #30, a distance of 57.57 feet, more or less, to the West line of the East 27.652 acres of the Southwest 1/4 of the Northeast 1/4 of said Section; thence North along the West line of said East 27.652 acres, a distance of 409.66 feet to a point 865.40 feet South of the North line of the Southwest 1/4 of the Northeast 1/4 of said Section; thence West parallel to the North line of said Southwest 1/4 of the Northeast 1/4 of said Section, a distance of 86.07 feet, more or less, to the point of beginning, Lake County, Indiana.

(the "Easement Parcel"); and

**WHEREAS**, Grantor owns a certain tract of land legally described as follows:

**FILED**

**JUN 27 2005**

STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

002172

25.60  
OK + 1/10/05  
CP

Part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 35 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of Lot 1 in Lincoln Ridge as per plat thereof, recorded in Plat Book 56, page 8 in the Office of the Recorder of Lake County, Indiana; thence North 89° 56' 00" West 32.00 feet; thence South 00° 20' 34" East parallel with the West line of said Lot 1, 40.00 feet; thence South 89° 56' 00" East, 32.00 feet to the West line of said Lincoln Ridge; thence North 00° 20' 34" West along the West line of said Lincoln Ridge, 40.00 feet to the point of beginning.

(the "Access Parcel").

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the payment of \$81,960.00 by Grantee to Grantor, the mutual covenants and agreements of the parties set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENTS.** Subject to all prior existing easements, Grantor hereby grants unto Grantee a perpetual exclusive easement for the limited purpose of operating, servicing, maintaining, repairing, and replacing the existing outdoor advertising sign structure (the "Sign") now located on the Easement Parcel (the "Easement Rights").

Subject to all prior existing easements, Grantor hereby grants unto Grantee a perpetual non-exclusive easement for the purpose of ingress to the Easement Parcel from the U.S. Highway 30 frontage road and egress from the Easement Parcel to the U.S. Highway 30 frontage road, over and upon the Access Parcel, for the limited purpose of the exercise of the Easement Rights on the Easement Parcel (the "Access Rights").

2. **COVENANT NOT TO OBSTRUCT.** Grantor hereby agrees not to do anything whatsoever on the following described real estate (the "Adjoining Land") which would have the effect of obstructing or interfering in any manner whatsoever with the free and unobstructed view and visibility of the Sign from U.S. Highway 30:

Part of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 35 North, Range 8 West of the 2nd P.M., more particularly described as follows: Beginning at a point on the East line of the West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 865.40 feet South of the North line thereof; thence South along the East line of said West 1/2 of the West 1/2 of the Southwest 1/4 of the Northeast 1/4, a distance of 150.00 feet; thence East 30.00 feet; thence South 259.55 feet, more or less, to the North right-of-way line of U.S. Highway #30; thence East along the said North right-of-way line of Highway #30, a distance of 57.57 feet, more or less, to the West line of the East 27.652 acres of the Southwest 1/4 of the Northeast 1/4 of said Section; thence North along the West line of said East 27.652 acres, a distance of 409.66 feet to a point 865.40 feet South of the

North line of the Southwest 1/4 of the Northeast 1/4 of said Section; thence West parallel to the North line of said Southwest 1/4 of the Northeast 1/4 of said Section, a distance of 86.07 feet, more or less, to the point of beginning, Lake County, Indiana.

3. **INDEMNITY.** Grantee hereby specifically agrees to indemnify, defend and save and hold the Grantor, the Easement Parcel, the Access Parcel and the Adjoining Land free and harmless from any and all liability, loss, damage, costs or expenses (including attorneys and expert witness fees and costs of suit) and from any and all deaths, damages, or injuries to person or property (including, but not limited to, damage to all growing crops, drainage tiles, drainage ditches, fences, gates, and all other structures and improvements now or hereafter located on the Easement Parcel, the Access Parcel and/or the Adjoining Land) directly or indirectly related to the acts or omissions of Grantee and Grantee's employees, contractors, agents, representatives, customers, and invitees, in the exercise of the Easement Rights and/or the Access Rights.

4. **LIENS.** In the event any mechanic's lien is filed against the Easement Parcel, the Access Parcel, or the Adjoining Land as a result of services performed or materials furnished for the use of Grantee, Grantee agrees to cause such liens to be discharged prior to entry of final judgment (after all appeals) for the foreclosure of such lien and further agrees to indemnify, defend and save and hold Grantor, the Easement Parcel, the Access Parcel and the Adjoining Land harmless against liability, loss, damage, costs or expenses (including attorneys' and expert witness fees and costs of suit) on account of such claim of lien.

5. **GRANTEE'S REPRESENTATIONS, WARRANTIES AND INDEMNITY.** Grantee represents and warrants to the Grantor that it is the legal and equitable successor to The Lamar Companies, and to all of its rights and remedies as Lessee under that certain Renewal Lease with Grantor, as Lessor, regarding Lease #4730 (the "Lease"), based upon which Grantee claims entitlement to the Easement Rights and the Access Rights granted herein. Grantee hereby agrees to indemnify, defend and save and hold Grantor harmless from and against any and all claims, of whatever nature, kind, character, extent, description or duration, directly or indirectly related to any claim by The Lamar Companies, any of its successors or assigns, or any third party otherwise claiming by, under or through them, to have any easement rights under and pursuant to the Lease. Grantor and Grantee hereby agree that the Lease shall be terminated as of the date of execution of this Agreement, and Grantor and Grantee do hereby mutually waive and release the other from all claims under the Lease, without qualification, limitation or exception.

6. **REMEDIES AND ENFORCEMENT.**

a. **ALL LEGAL AND EQUITABLE REMEDIES AVAILABLE.** In the event of a breach by Grantor or Grantee of any of the covenants set forth herein (the "Covenants") or a breach by Grantor of the Easement Rights or the Access

Rights, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal or equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. **NO TERMINATION FOR BREACH.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle Grantor to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Easement Parcel, the Access Parcel, or the Adjoining Land made in good faith for value, but the Easement Rights, the Access Rights, and the Covenants shall be binding upon and effective against all successors in interest to the Easement Parcel, the Access Parcel, and the Adjoining Land.

7. **TERM.** The Easement Rights, the Access Rights and the Covenants shall continue in perpetuity, unless this Agreement is modified, amended, canceled or terminated by written agreement between Grantor and Grantee.

8. **NOTICES.** All notices, demands and requests (collectively the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the party intended, (ii) delivered to the address below of the party intended, or (iii) rejected at the address below of the party intended, provided such Notice was sent prepaid. The initial addresses of the parties shall be:

Grantor: George Nissan and Jeanette Nissan  
9493 Monroe Street  
Crown Point, Indiana 46307

With a copy to: Glenn R. Patterson, Esq.  
Lucas, Holcomb & Medrea, LLP  
Easton Court  
300 East 90th Drive  
Merrillville, Indiana 46410

Grantee: TLC Properties, Inc.  
5551 Corporate Boulevard, Suite A  
Baton Rouge, Louisiana 70808  
Attention: Ricky Raven

With a copy to: Randy H. Wyllie, Esq.  
Wieser & Sterba  
425 West Lincoln Highway  
Scherville, Indiana 46375

Upon at least ten (10) days prior written notice to the other party, each party shall have the right to change its address to any other address within the United States of America.

9. **MISCELLANEOUS.**

a. **BINDING EFFECT.** The terms of this Agreement shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns.

b. **CONSTRUCTION AND INTERPRETATION.** Whenever required by the context of this Agreement, (i) the singular shall include the plural and vice versa, and the masculine shall include the feminine and neuter genders and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

c. **NEGATION OF PARTNERSHIP.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

d. **NOT A PUBLIC DEDICATION.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Parcel, the Access Parcel, or the Adjoining Land to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privilege or immunity of any party hereto shall inure to the benefit of any third-party person, nor shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

e. **SEVERABILITY.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

f. **AMENDMENTS.** This Agreement may be amended by, and only by, a written agreement signed by all of the parties hereto.

**g. EASEMENTS TO RUN WITH LAND.** It is intended that (a) the Easements Rights shall run with the land of the Easement Parcel only and create equitable servitudes therein, but shall not encumber the Access Parcel or the Adjoining Land, (b) the Access Rights shall run with the land of the Access Parcel only and shall create equitable servitude therein, but shall not encumber the Easement Parcel or the Adjoining Land, and (c) the Easement Rights and the Access Rights shall bind every person having any fee, leasehold or other interest in the Easement Parcel and the Access Parcel and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

**h. GRANTEE'S ACCEPTANCE.** Each grantee of the Easement Parcel and the Access Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner, shall accept such deed or contract subject to the Easement Rights and the Access Rights. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the Covenants.

**i. CAPTIONS AND CAPITALIZED TERMS.** The captions preceding this text of each Section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for the convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

**j. MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, each party shall attempt to avoid and mitigate the damages resulting from the conduct of any other party. Each party hereto shall take all reasonable measures to effectuate the provisions of this Agreement.

**k. TIME.** Time is of the essence of this Agreement.

**l. NO WAIVER.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default with respect to any such terms, covenants or conditions.

**m. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Indiana, without regard to conflict of laws.

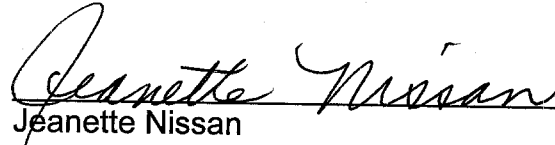
n. **COSTS AND ATTORNEYS FEES.** If any party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement or for damages by reason of alleged breach of this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses of litigation, including, without limitation, attorneys' and expert witness fees.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of June 17, 2005.

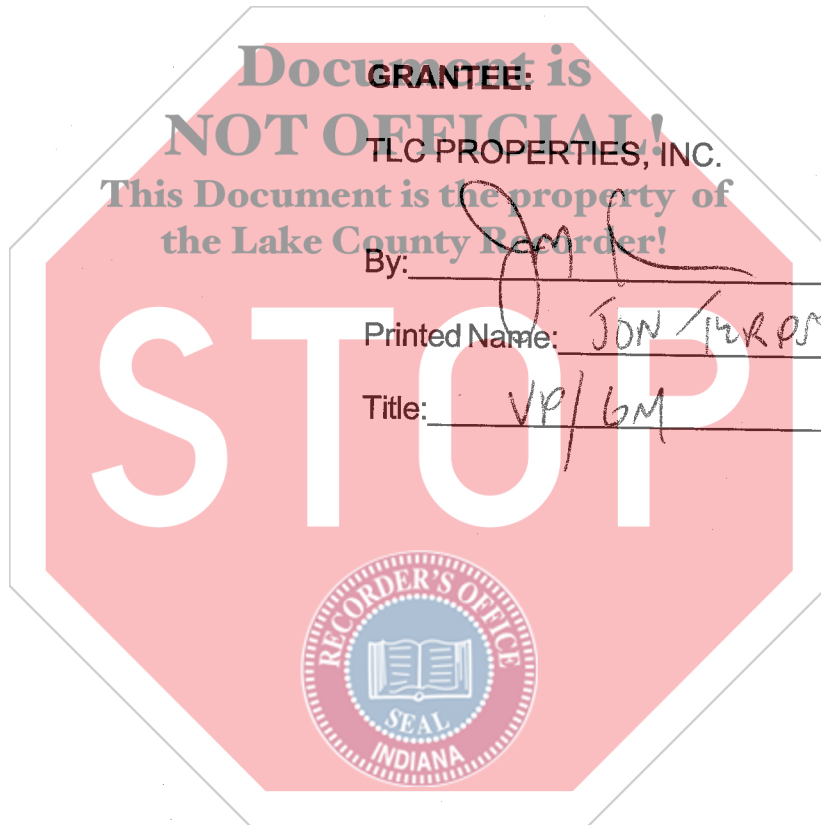
**GRANTOR:**



George Nissan



Jeanette Nissan



**GRANTEE:**

TLC PROPERTIES, INC.

This Document is the property of the Lake County Recorder!

By: \_\_\_\_\_

Printed Name: JON TERPSTRA

Title: VP/GM

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE NISSAN and JENNETTE NISSAN, and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 16<sup>th</sup> day of June, 2005.

Richard P. Komyatke  
Notary Public

Printed Name: Richard P. Komyatke

My Commission Expires:

3/6/2016

County of Residence:

Lake





STATE OF <sup>Indiana</sup> ~~LOUISIANA~~ )  
County ) SS:  
~~PARISH OF~~ Lake )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jon Terpstra, and acknowledged the execution of the foregoing instrument on behalf of TLC PROPERTIES, INC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 17<sup>th</sup> day of June, 2005.

Beth A. Tague  
Notary Public

**Document is NOT OFFICIAL**

Printed Name: Beth A. Tague

My Commission Expires:

June 19, 2010

County of Residence:

Lake

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410

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