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MICHAEL A. BROWN  
RECORDER

**Sign Easement Agreement and  
Declaration of Restrictions**

This Sign Easement Agreement and Declaration of Restrictions (this "Agreement") is made by and between JCL, LLC ("Grantor") and View Outdoor Advertising, LLC ("Grantee").

Recitals

A. Grantor is the owner of a certain parcel of land in Schererville, Lake County, Indiana, as further depicted on Exhibit A, and as legally described in Exhibit B ("Grantor's Property").

B. Grantor wishes to grant and Grantee wishes to receive certain easements, in, upon, over, under and across Grantor's Property for the benefit of Grantee, its successors and assigns, all as more fully set forth below.

C. In connection with the easements granted in this Agreement, and as a material part of the consideration therefore, Grantor wishes to grant Grantee the exclusive right to construct and maintain off premise signs and related structures upon Grantor's Property, in perpetuity.

NOW, THEREFORE, in consideration of, the mutual covenants herein, including the foregoing recitals which are a material part hereof, and the payment by Grantee to Grantor of Ten Dollars (\$10.00) other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements, restrictions and covenants are made:

1. Grant of Sign Easement. Grantor hereby grants, assigns, conveys and warrants to Grantee, its successors and assigns, a perpetual easement over, across, under and through Grantor's Property: (a) to construct, erect, operate and maintain a sign, including supporting structures, devices, illumination facilities and connections in the area known as the "Sign Area" (hereinafter defined); (b) for the installation and use of utility lines to service the Sign Area, (c) for ingress and egress to and from the Sign Area and to and from publicly dedicated streets or easement areas, and (d) as otherwise reasonably necessary to permit Grantee's use of the Sign Area for the purposes stated in this Agreement.

TICOR TITLE INSURANCE

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2. Location of Sign Area. The Sign Area shall be as legally described in Exhibit B, attached hereto and made a part hereof.

3. Use of Sign Area. Grantee shall have the right to enter upon the Grantor's Property in such a manner and at such times from the date hereof as may be reasonably necessary for the purpose of constructing, building, replacing and maintaining any sign on the Sign Area, including such repairs, replacements and removals as may be necessary from time to time.

4. Covenants of Grantor. Grantor covenants and agrees that it will allow no improvement or natural condition on Grantor's Property to obscure any sign in the Sign Area from the adjacent streets. In the event of a breach of the foregoing covenant, Grantee may, at its option, and at Grantor's expense, trim, cut or otherwise remove any such improvement or natural condition which, in Grantee's opinion, obscures the visibility of any sign in the Sign Area from the adjacent streets. Grantor also covenants and agrees that it will not permanently remove any electrical, water or other utility lines serving the Sign Area running over, under, through or across Grantor's Property to the Sign Area to which Grantee has connected wires or pipes.

5. Restriction Against Other Signs. Grantor hereby agrees, for itself and its successors and assigns, that it will not place, or allow to be placed, any off premise signs and related structures on Grantor's Property, other than those belonging to Grantee.

6. Compliance with Laws. Grantee shall comply with all applicable ordinances, statutes, regulations and all other local, state and federal laws applicable to the Sign Area and any sign it places thereon, including the maintenance and repair thereof.

7. Grantee's Right to Release. Grantee may terminate this Agreement by recording a release in recordable form with directions for delivery of same to Grantor at its last address given pursuant hereto whereupon all rights, duties and liabilities hereby created shall terminate. For convenience, such instrument may run to "the owner or owners and parties interested" in Grantor's Property.

8. Grantee's Property. Grantee shall retain all ownership rights in any and all improvements affixed to or otherwise placed over, across, under or through Grantor's Property pursuant to the rights granted to Grantee in this Agreement ("Grantee's Improvements") shall be removable assets of Grantee and Grantee, at its option, may remove any or all of Grantee's Improvements prior to or upon termination this Agreement. Any of Grantee's Improvements

which remain on Grantor's Property after the termination of this Agreement by Grantee shall automatically become the property of Grantor, its successors, heirs and assigns, as the case may be.

9. Successors and Assigns. This Agreement and the right to use and exercise the rights and easements and the covenants herein contained shall run with Grantor's Property and shall inure to the benefit of the parties and be binding upon the parties, their successors, heirs and assigns.

10. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment for the benefit of Grantee is carried out.

11. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to have been duly given (a) on the business day after delivery to a nationally recognized overnight courier service, (b) upon receipt if sent by registered or certified mail, postage prepaid, return receipt requested or (c) upon receipt if hand delivered, and addressed as follows:

to Grantor:

**This Document is the property of  
the Lake County Recorder.**  
JLC, LLC  
3550 North Lakeshore Drive, Unit 2515  
Chicago, Illinois 60657  
Attn: Cheryl Langel

to Grantee:

View Outdoor Advertising, LLC  
1000 E. 80<sup>th</sup> Place, Suite 700 North  
Merrillville, Indiana 46410  
Attn: Pete Schroeder, President

with a copy to:

Carol Ann Bowman  
1000 East 80<sup>th</sup> Place, Suite 700 North  
Merrillville, Indiana 46410

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the 24th. day of April 2007.

GRANTOR:

JLC, LLC

By: Cheryl Langel  
Cheryl Langel

View Outdoor Advertising LLC

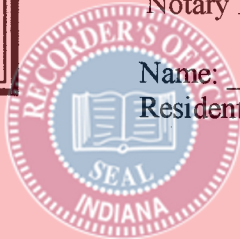
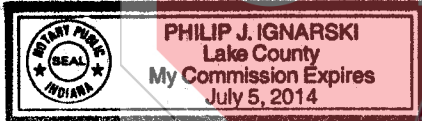
By: White/Peterman Properties, Inc.

By: John M. Peterman, President

**Document is NOT OFFICIAL!**

STATE OF INDIANA **This Document is the property of**  
COUNTY OF LAKE **the Lake County Recorder!**

Before me, a Notary Public, on this 24th day of April 2007, personally appeared Cheryl Langel, MEMBER of JLC, LLC, an Indiana limited liability company and acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions on behalf of the limited liability company.



Philip J. Ignarski  
Notary Public in and for the State of Indiana

Name: \_\_\_\_\_  
Resident County: \_\_\_\_\_

STATE OF INDIANA     )  
  )  
COUNTY OF LAKE     )

Before me, a Notary Public, on this 24th day of April 2007, personally appeared John M. Peterman, President of White Peterman Properties, Inc., an Indiana corporation, Manager of View Outdoor Advertising, LLC, an Indiana limited liability company and acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions on behalf of the limited liability company.

*Marguerite Drake*  
\_\_\_\_\_  
Notary Public in and for the State of Indiana



Name: Marguerite E. Drake  
Resident County: Lake

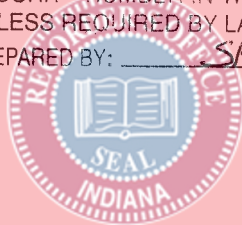
Document is  
NOT OFFICIAL!

This instrument prepared by, and after recording, should be returned to Carol Ann Bowman, 1000 East 80<sup>th</sup> Place, Suite 700 North, Merrillville, Indiana 46410.

STOP

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: SKP



No: 920071560

### LEGAL DESCRIPTION

Lot B, except the North 150 feet thereof, Resubdivision of Lot 1 Hartview Addition, to the Town of Schererville, as per plat thereof, recorded in Plat Book 35 page 23, in the Office of the Recorder of Lake County, Indiana. and Lot 4, Hartview Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 34 page 66, in the Office of the Recorder of Lake County, Indiana., being described as a metes and bounds legal description as follows:

A 20 foot wide strip of land lying 10 feet on each side of a centerline for the purposes of an Ingress/Egress Easement and a 20 foot by 47 foot outdoor sign easement, said easements begin part of the Southeast 1/4 of Section 5, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and described as follows: The centerline of said 20 foot ingress/egress easement being described as beginning at a point on the East line of said Section that is North 00 degrees 00 minutes 00 seconds East (Basis of bearings of this description), 1117.0 feet from the Southeast corner of said Section; thence along said centerline of the following four courses:

- 1) North 89 degrees 52 minutes 34 seconds West, 113.00 feet,
- 2) South 03 degrees 00 minutes 00 seconds East, 21.78 feet,
- 3) South 33 degrees 00 minutes 00 second East, 74.00 feet,
- 4) South 07 degrees 00 minutes 00 seconds West, 372.48 feet to Point "A" on the Northerly line of said sign easement, and the terminus of said centerline, the sidelines of said 20 foot wide strip to be lengthened or shortened to terminate at angle points, said East line of Section 5 and said Northerly line,

Also beginning at aforesaid point "A"; thence along the boundary of said sign easement the following 5 courses:

- 1) South 89 degrees 20 minutes 20 seconds West, 36.79 feet,
- 2) South 00 degrees 39 minutes 40 seconds East, 20.00 feet,
- 3) North 89 degrees 20 minutes 20 seconds East, 47.00 feet,
- 4) North 00 degrees 39 minutes 40 seconds West, 20.00 feet;
- 5) South 89 degrees 20 minutes 20 seconds West, 10.21 feet to aforesaid beginning point "A", all in Lake County, Indiana, subject to the rights of U.S. Highway 41 and will include ingress and egress to permit maintenance for and electrical service to the sign.

