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2011 MAY 23 AM 10:25

MICHAEL J. SULLIVAN  
RECORDER

This instrument prepared by and  
after recording please mail to:

**FILED**

MAY 23 2011

Brent A. Torrenga  
Schwerd, Fryman & Torrenga,LLP  
1158 Lincolnway, Suite 2  
Valparaiso, Indiana 46385

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

**Sign Easement Agreement and Declaration of Restrictions**

This Sign Easement Agreement and Declaration of Restrictions ("Agreement") is made by and between Antonio Sepulveda (hereinafter referred to as "Grantor") and Signco, Inc., (hereinafter referred to as "Grantee").

Recitals

- A. Grantor is the owner of a certain parcel of land in Lake County, Indiana, commonly described as 5539 Indianapolis Boulevard, East Chicago, Indiana 46312 (hereinafter referred to as "Grantor's Property"), and legally described as follows:

All of Block 5 in Roxana Addition to East Chicago, Indiana, (the plat of said addition appearing of record in Plat Book 20 page 1, in the Office of the Recorder of Lake County, Indiana) including the vacated North/South alley and the North half of vacated Shell Street, except therefrom the following described real estate: Beginning at the Southwest corner of Lot 4 in said Block 5; thence Northerly on the West line of Lots 4 to 9, a distance of 131.61 feet to a point which is 110.00 feet Northeasterly, measured at right angle, from the center line of the Indiana East-West Toll Road (a center line survey Map of which is on file in the Office of the Recorder of Lake County, Indiana); thence Southeasterly, parallel with said Toll Road center line, 247.53 feet to the South line of Lot 2 in said Block 5 at a point which is 68.23 feet Easterly, measured on the North line of vacated Shell Street, from the Southwest corner of Lot 3, in said Block 5; thence Westerly on the North line of vacated Shell Street 208.23 feet to the place of beginning; AND excepting therefrom that part of Lot 10 in Block 5 conveyed to the State of Indiana by a Warranty Deed recorded September 15, 2003 as Instrument No. 2003-095965, all in the Office of the Recorder of Lake County, Indiana.

- 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,

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all as more fully set forth below.

- C. In connection with the easements granted herein, and as a material part of the consideration therefore, Grantor wishes to grant Grantee the exclusive right to construct, operate and maintain an off premise sign 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 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: i) to operate, maintain, upgrade, modify and if necessary, from time to time reconstruct a sign, including supporting structures, devices, illumination facilities and connections in the area known as the "Sign Easement" (hereinafter defined); ii) for the maintenance and use of utility lines to service the Sign Easement; iii) for ingress and egress to and from the Sign Easement and to and from publicly dedicated street or easement areas, and; iv) as otherwise reasonably necessary to permit Grantee's use of the Sign Easement for the purposes stated in this Agreement. Grantee's use of and right to enter upon the Sign Easement may not materially hinder the Grantor's use of any existing or replacement building within the Sign Easement, the covenants of Grantor contained in Section 4 not withstanding.

2. Location of Sign Easement. The Sign Easement shall be as shown in Exhibit A, attached hereto and made a part hereof, and also legally described as:

Part of Lot 1, Block 5 in Roxana Addition to the City of East Chicago, Indiana, as per plat thereof, recorded in Plat Book 20, Page 1 in the Office of the Recorder of Lake County, Indiana, also part of the vacated Shell Street, more particularly described as follows: Beginning at the intersection of the centerline of vacated Shell Street with the Northeasterly right of way line of the Toll Road, said right of way line being 110.00 feet Northeasterly, measured at right angles, from the centerline of the Indiana East-West Toll Road; thence North 57 Degrees 56 Minutes 39 Seconds West along the said right of way line, a distance of 51.91 feet; thence North 32 Degrees 03 Minutes 21 Seconds East perpendicular from the said right of way line, a distance of 70.61 feet; thence South 57 Degrees 56 Minutes 39 Seconds East parallel with the said right of way line, a distance of 51.91 feet; thence South 32 Degrees 03 Minutes 21 Seconds West perpendicular to the said right of way line, a distance of 70.61 feet to the Point of Beginning.

3. Use of Sign Easement. 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, upgrading and maintaining any sign

on the Sign Easement, including such repairs, replacements, upgrades and removals as may be necessary from time to time. Grantee's use of and right to enter upon the Sign Easement may not materially hinder the Grantor's use of any existing or replacement building within the Sign Easement, the covenants of Grantor contained in Section 4 notwithstanding.

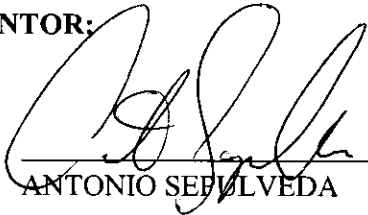
4. Covenants of Grantor. Grantor covenants and agrees that he will allow no improvements or natural condition on Grantor's Property to obscure any sign in the Sign Easement from the adjacent streets, including Interstate 90. In the event of a breach of the foregoing covenant, Grantee may, at its option, 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 Easement from adjacent streets. Grantor also covenants and agrees that he will not permanently remove any electrical, water or other utility lines serving the Sign Easement running over, under, through or across Grantor's Property to the Sign Easement to which Grantee has connected wires, conduit, pipes or other items. Grantor also covenants and agrees that he will not remonstrate or take any other action to oppose or attempt to prevent Grantee from obtaining any zoning changes, permits, licenses or other governmental or quasi-governmental entitlements and permissions necessary or desirable for Grantee's use of the right granted herein (collectively "Entitlements"). Further, Grantor covenants and agrees that he shall reasonably cooperate with Grantee in obtaining any Entitlements desired by Grantee.
5. Restriction Against Other Signs. Grantor hereby agrees, for himself and his successors and assigns, that he will not place, or allow to be placed, any off premise signs or 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 Easement 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 his 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. 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.

- 9. 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the 18<sup>th</sup> day of May, 2011.

GRANTOR:

  
 \_\_\_\_\_  
 ANTONIO SEPULVEDA

STATE OF INDIANA )

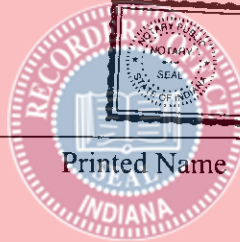
COUNTY OF Lake )

BEFORE ME, the undersigned, a notary public for Lake County, State of Indiana, personally appeared ANTONIO SEPULVEDA, and acknowledged the execution of the above and foregoing instrument, this 18<sup>th</sup> day of May, 2011.

  
 \_\_\_\_\_  
 Notary Public

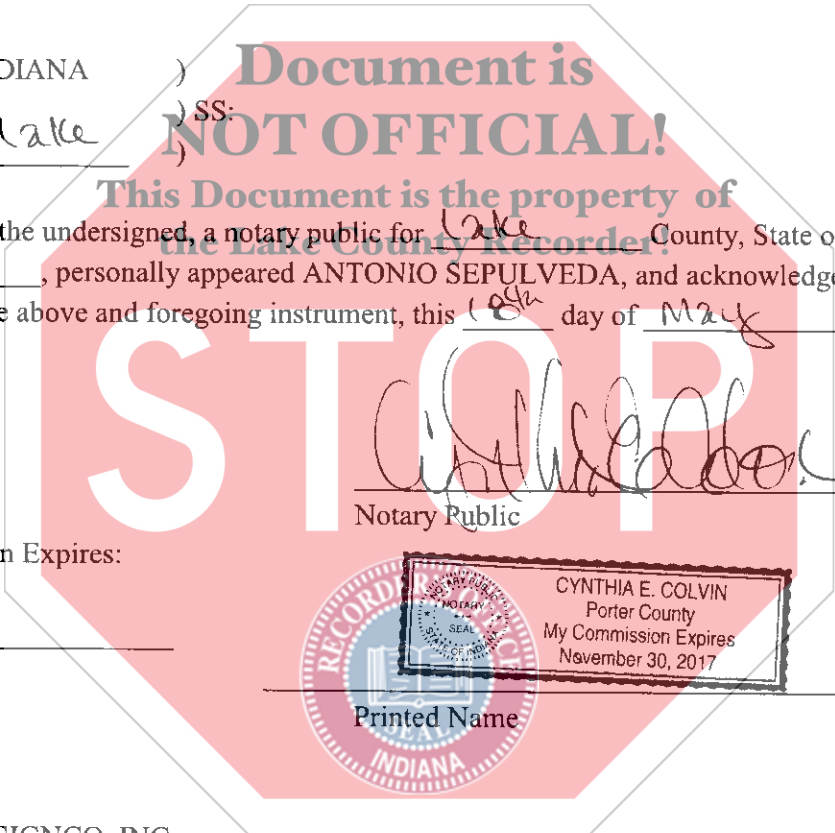
My Commission Expires:

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Printed Name

GRANTEE: SIGNCO, INC.



By: [Signature]  
John Kowkabany, President

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Lake     )

BEFORE ME, the undersigned, a notary public for Lake County, State of Indiana, personally appeared John Kowkabany, President of Signco, Inc., and acknowledged the execution of the above and foregoing instrument, this 18<sup>th</sup> day of May, 2011.

[Signature]

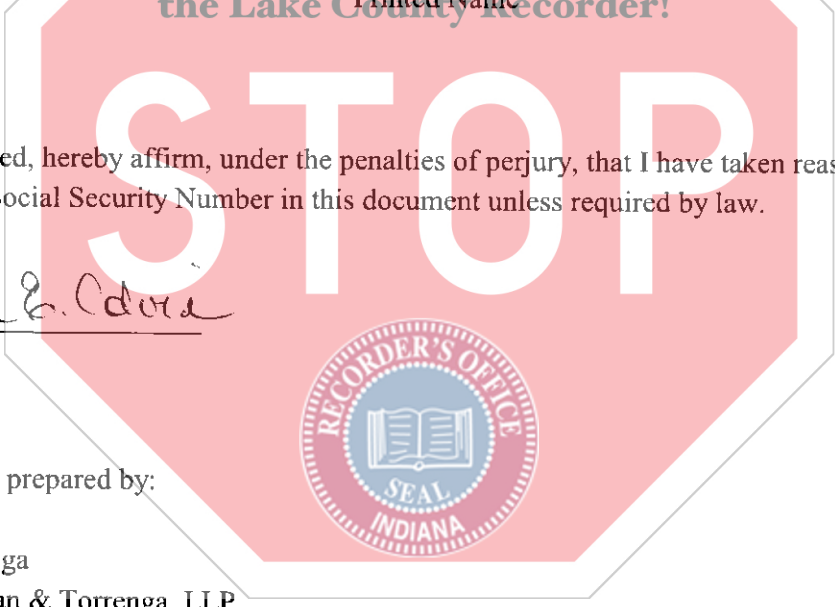
Notary Public

My Commission Expires:

**Document is NOT OFFICIAL**



This Document is the property of the Lake County Recorder!  
Printed Name



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

[Signature]

This instrument prepared by:

Brent A. Torrenga  
Schwerd, Fryman & Torrenga, LLP  
1158 Lincolnway, Suite 2  
Valparaiso, IN 46383