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This instrument prepared by and after recording please mail to:

2012 068111

2012 SEP 27 PM 3:05

Jason Weisler, Attorney at Law
1000 E. 80th Place, Suite 700 North
Merrillville, IN 46410

RECORDER

Sign Easement Agreement and Declaration of Restrictions

This Sign Easement Agreement and Declaration of Restrictions ("Agreement") is made by and between George A. Rogge (hereinafter referred to as "Grantor") and View Outdoor Advertising, LLC (hereinafter referred to as "Grantee").

Recitals

A. Grantor is the owner of a certain parcel of land in the Lake County, Indiana, commonly described as I-65, east side, 1,400' north of 73rd Ave., as legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "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 herein, and as a material part of the consideration therefore, Grantor wishes to grant Grantee the exclusive right to construct, operate 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 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 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); ii) for the installation and use of utility lines to service the Sign Area, iii) for ingress and egress to and from the Sign Area and to and from publicly dedicated streets or easement areas, and iv) as otherwise reasonably necessary to permit Grantee's use of the Sign Area for the purposes stated in this Agreement.

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.

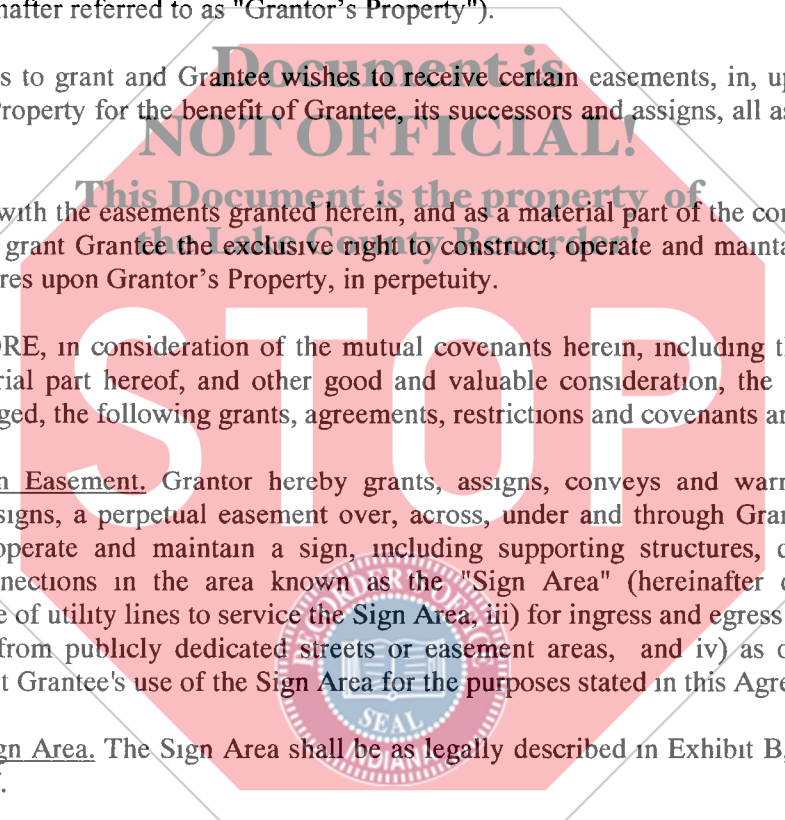
After recording please return to:

Lake Region Title Insurance Co.
130 N. Main St.
Crown Point, IN 46307



PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

004118



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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. 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.

10. Sign Use Grantor may utilize Grantee's Sign to advertise Grantor's business, at no cost to Grantor, when Grantee's Sign is not being sold, except that Grantor shall pay for all standard and customary production and installation charges.

11. Chase Mortgage. JP Morgan Chase Bank, NA ("Lender"), is the mortgagee and secured party under that certain Mortgage from Grantor (the "Mortgage") dated January 20, 2011 and recorded January 31, 2011, as Document Number 2011 005941 in the Office of the Recorder of Lake County, Indiana. Lender shall subordinate its rights under the Mortgage to the rights granted herein by way of a Consent and Subordination of Mortgage attached hereto and made a part hereof, such that a foreclosure of the Mortgage shall not affect the easements and other rights granted herein.

[signatures on following pages]

EXHIBIT A

LEGAL DESCRIPTION OF GRANTORS PROPERTY (CONTAINS SIGN AREA OF EXHIBIT B)

RECORD DESCRIPTION (DOC. NO.'S 97051505, 6, & 7)

PART OF THE EAST HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 3178.62 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD #330 (OLD LINCOLN HIGHWAY); THENCE NORTH 76 DEGREES 11 MINUTES 28 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 526.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 76 DEGREES 11 MINUTES 28 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 305.18 FEET; THENCE NORTH 76 DEGREES 34 MINUTES 04 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 392.73 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE 65; THENCE NORTH 11 DEGREES 08 MINUTES 39 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 588.95 FEET; THENCE NORTH 11 DEGREES 24 MINUTES 15 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 368.64; THENCE NORTH 90 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 175.61 FEET; THENCE NORTH 9 DEGREES 10 MINUTES 13 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 169.98 FEET; THENCE NORTH 8 DEGREES 47 MINUTES 44 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 30.83 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 216.97 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 791.99 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 43 SECONDS EAST A DISTANCE OF 277.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 503.19 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF MERRILLVILLE, COUNTY OF LAKE, STATE OF INDIANA, SUBJECT TO ALL RIGHT OF WAY AND EASEMENTS CROSSING OR ADJOINING SAID PARCEL.



Job No.: S12180 Drawn By: MLP

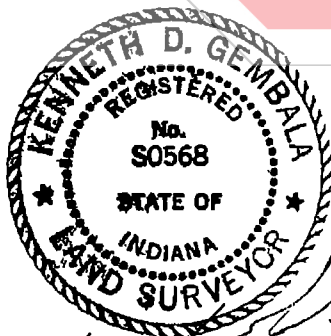
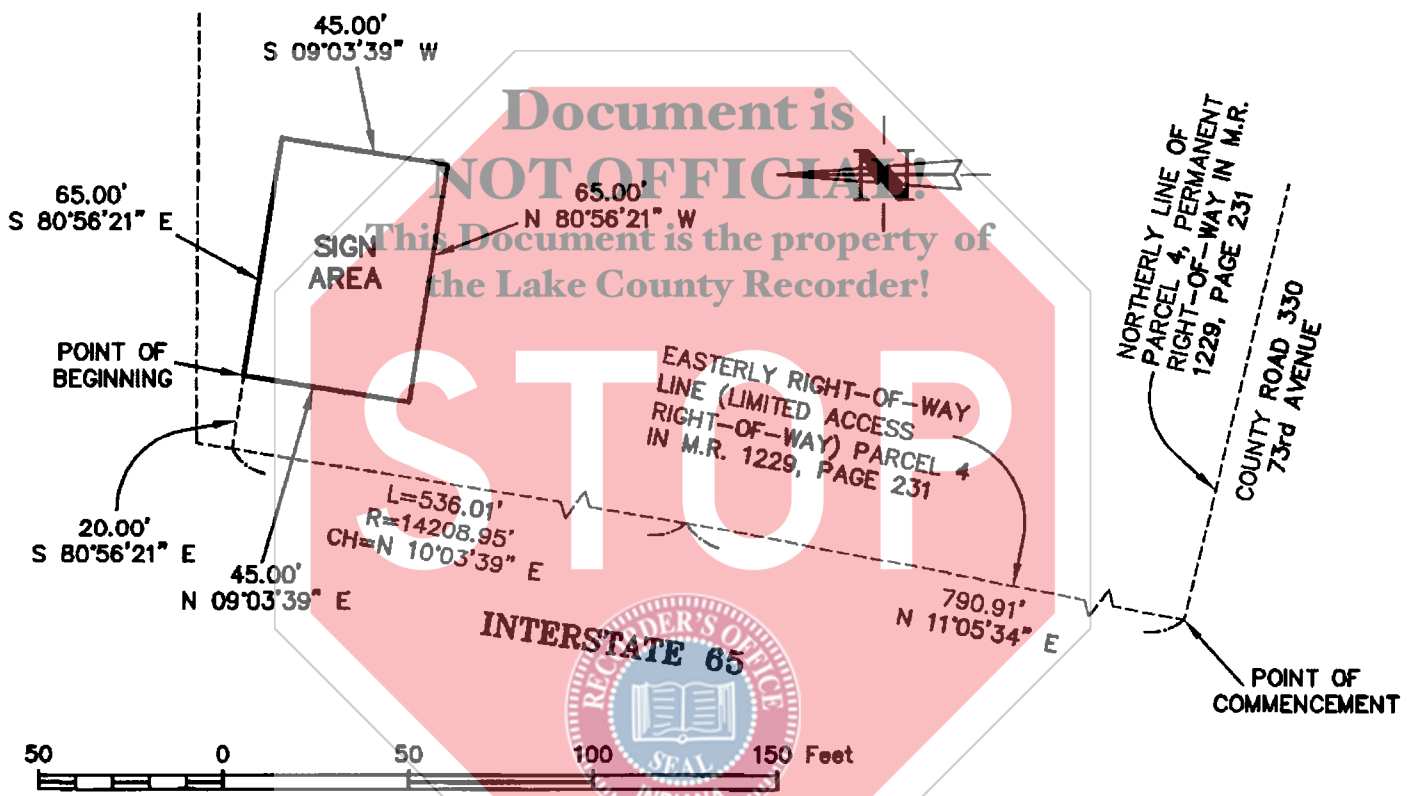
Date: AUGUST 8, 2012 Dwg: 12180.DWG

 **Plumb
Tuckett
& Associates**
64 West 67th Place • Merrillville, IN 46410
Phone: (219) 736-0555 Fax: (219) 769-0178

EXHIBIT B

LEGAL DESCRIPTION OF SIGN AREA:

THAT PART OF THE EAST HALF OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE NORTHERLY LINE OF PARCEL FOUR AS DESCRIBED IN "PARCEL 4 PERMANENT RIGHT-OF-WAY" IN MISCELLANEOUS RECORD BOOK 1229, PAGE 231, RECORDED OCTOBER 29, 1964 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND AS SHOWN ON A ALTA/ACSM LAND TITLE SURVEY BY PLUMB TUCKETT AND ASSOCIATES, DATED AUGUST 21, 2008 AND RECORDED IN SURVEY RECORD BOOK 21, PAGE 71, IN SAID RECORDER'S OFFICE; SAID POINT BEING THE INTERSECTION OF SAID NORTHERLY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 65, DESCRIBED AS "PARCEL 4 LIMITED ACCESS RIGHT-OF-WAY" IN SAID BOOK 1229, PAGE 231; THENCE NORTH 11 DEGREES 05 MINUTES 34 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE (BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE RECORDED SURVEY IN BOOK 21, PAGE 71) A DISTANCE OF 790.91 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 14,208.95 FEET ; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 536.01 FEET (THE CHORD BEARS NORTH 10 DEGREES 03 MINUTES 39 SECONDS EAST, 536.00 FEET) TO A NON-TANGENT LINE; THENCE SOUTH 80 DEGREES 56 MINUTES 21 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 80 DEGREES 56 MINUTES 21 SECONDS EAST ALONG SAID LINE, 65.00 FEET; THENCE SOUTH 09 DEGREES 03 MINUTES 39 SECONDS WEST, 45.00 FEET; THENCE NORTH 80 DEGREES 56 MINUTES 21 SECONDS WEST, 65.00 FEET; THENCE NORTH 09 DEGREES 03 MINUTES 39 SECONDS EAST, 45.00 FEET TO THE POINT OF BEGINNING, ALL IN THE COUNTY OF LAKE, STATE OF INDIANA.



Section 15, Township 35 North, Range 8 West

Job No.: S12180 Drawn By: MLP

Date: AUGUST 8, 2012 Dwg: 12180.DWG

Plumb Tuckett & Associates
 64 West 67th Place • Merrillville, IN 46410
 Phone: (219) 736-0555 Fax: (219) 769-0178

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the 25th day of September, 2018

GRANTOR

George A. Rogge
George A. Rogge

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, a Notary Public, on this 25th day of September, 2018, personally appeared George A. Rogge and acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions.

NOTARY SEAL
LINDA M. ANDREWS
NOTARY PUBLIC, PORTER COUNTY
STATE OF INDIANA
MY COMMISSION EXPIRES 09/17/2016

Linda M. Andrews
Notary Public in and for the State of Indiana
Name: _____
Resident County: _____

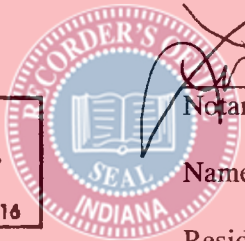
GRANTEE:
View Outdoor Advertising, LLC
By: WMB Corp., Its Manager

By: Jason Weisler, Secretary

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, a Notary Public, on this 25th day of September, 2018, personally appeared Jason Weisler, Secretary of WMB Corp., an Indiana corporation, the 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 said corporation as Manager of View Outdoor Advertising, LLC.

NOTARY SEAL
LINDA M. ANDREWS
NOTARY PUBLIC, PORTER COUNTY
STATE OF INDIANA
MY COMMISSION EXPIRES 09/17/2016



Linda M. Andrews
Notary Public in and for the State of Indiana
Name: _____
Resident County: _____

I 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. This document was prepared by Jason S. Weisler, Attorney at Law, 1000 E 80th Place, Suite 700 North, Merrillville, Indiana 46410

