

STATE OF INDIANA
LAKE COUNTY
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2014 003419

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This instrument prepared by and
after recording please mail to:

MICHAEL B. BROWN
RECORDER

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

Reference No. 12-40062

Sign Easement Agreement and Declaration of Restrictions **HOLD FOR MERIDIAN TITLE CORP**

This Sign Easement Agreement and Declaration of Restrictions ("Agreement") is made by and between Mark S. Kendra (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 Lake County, Indiana, commonly described as I-65 west side, north of 113th Avenue, 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 (structures that advertise businesses not located on Grantor's Property) and related structures within 750 feet of the Grantee's sign 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 the Sign Area (as hereinafter defined) and the Sign Access and Utility Easement (as hereinafter defined): i) to construct, erect, operate and maintain a sign, including supporting structures, devices, illumination facilities and connections in the Sign Area; ii) for the installation and use of utility lines to service the Sign Area, through the Sign Access and Utility Easement; iii) for ingress and egress to and from the Sign Area through the Sign Access and Utility Easement and to, and from

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LAKE COUNTY AUDITOR

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publicly dedicated streets, iv) to trim, cut or otherwise remove any vegetation or other natural condition which, in Grantee's reasonable opinion, obscures the visibility of any sign in the Sign Area from the adjacent streets and v) as otherwise reasonably necessary to permit Grantee's use of the Sign Area for the purposes stated in this Agreement. In the event Grantor develops Grantor's Property, Grantor may relocate the Sign Access and Utility Easement at its cost.

2. Location of Sign Area and Sign Access and Utility Easement. The Sign Area and the Sign Access and Utility Easement shall be as legally described and depicted on Exhibit B, attached hereto and made a part hereof.

3. Use of Sign Area and Sign Access and Utility Easement. Grantee shall have the right to enter upon the Sign Area and Sign Access and Utility Easement 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. Grantee shall promptly restore to its original condition any portion of the Grantor's Property which is disturbed by Grantee's constructing, building, replacing and maintaining its sign on the Sign Area. Grantee shall pay for all crop damage caused by Grantee except for damage directly above the foundation of the sign structure.

4. Covenants of Grantor. Grantor covenants and agrees that it will allow no improvement on Grantor's Property to obscure any sign in the Sign Area from the adjacent streets. Grantor also covenants and agrees that it will not remove any electrical, water or other utility lines serving the Sign Area running over, under, through or across Sign Access and Utility Easement to the Sign Area to which Grantee has connected wires or pipes, provided however Grantor may relocate same at its sole cost and expense.

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 within 750 feet of Grantee's sign.

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 Grantor's Property 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.

[signatures on following page]



IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the 2nd day of JANUARY, 2014.

GRANTOR:

Mark S. Kendra
Mark S. Kendra

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public, on this 2nd day of JANUARY, 2014, personally appeared Mark S. Kendra who acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions on behalf of said limited liability company.

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

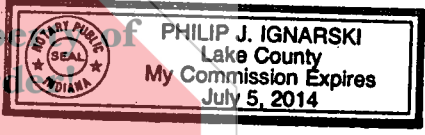
Name: PHILIP J. IGNARSKI
Resident County: LAKE, IN

GRANTEE:

View Outdoor Advertising, LLC

By: JM
Its: Secretary

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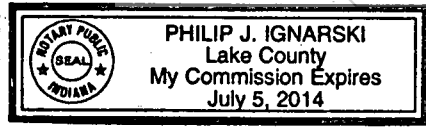
STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public, on this 2nd day of JANUARY, 2014, personally appeared JASON S. WEISLER, SECRETARY OF WMP CORP., ITS 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 limited liability company.

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

Name: PHILIP J. IGNARSKI
Resident County: LAKE, INDIANA



AFFIRMATION

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.

Printed Name: Phil Ignarski

I:\View Outdoor, LLC\Kendra - ATM Development LLC\South Location - Closing\Sign Easement Agreement and Declaration of Restrictions 12-18-13.docx



EXHIBIT A
Grantor's Property

Part of the Northeast Quarter of Section 10, Township 34 North, Range 8 West of the 2nd P.M. in the City of Crown Point, Lake County, Indiana, being more particularly described as follows: Commencing at a track spike found at the center of said Section 10; thence North 00°01'30" East, along the North-South centerline of said Section 10, a distance of 30.00 feet, to a point on the North right of way line of 113th Avenue, said point being the point of beginning; thence continuing North 00°01'30" East, along said North-South centerline, a distance of 2022.77 feet, to an iron bar found on the Southerly right of way line of the Chicago and Erie Railroad right of way (99 feet wide right of way); thence South 71°29'47" East, along said Southerly right of way line, a distance of 1004.43 feet; thence South 00°09'40" East, 70.00 feet West of and parallel with the West line of the Interstate 1-65 right of way, as recorded in Document No. 581403, dated August 20, 1964, a distance of 795.01 feet; thence South 03°01'25" East, 70.00 feet West of and parallel with said West line, a distance of 700.87 feet; thence South 00°09'40" East, 70.00 feet West of and parallel with said West line, a distance of 112.76 feet; thence South 84°53'59" West, 25.00 feet North of and parallel with the North right of way line of 113th Avenue, a distance of 319.18 feet; thence South 84°58'25" West, 25.00 feet North of and parallel with said North right of way line, a distance of 207.89 feet; thence South 00°15'50" East, a distance of 25.09 feet, to a point on said North right of way line; thence South 84°58'25" West, along said North right of way, a distance of 91.05 feet; thence South 81°58'19" West, along said North right of way line, a distance of 110.61 feet; thence South 89°44'10" West, along said North right of way line, a distance of 267.79 feet to the point of beginning, containing 40.360 acres, more or less, all in the City of Crown Point, Lake County, Indiana.

EXCEPT That part taken for the right of way of 109th Street and 1-65 contained in two Warranty Deeds to the State of Indiana, recorded March 29, 2012 as Instrument No. 2012 021831 and recorded March 29, 2012 as Instrument No. 2012 021832 all in the Office of the Recorder of Lake County, Indiana.

Parcel ID Number: 45-16-10-251-003.000-042

Address: 812 E. 113th Ave.
Crown Point, IN 46307

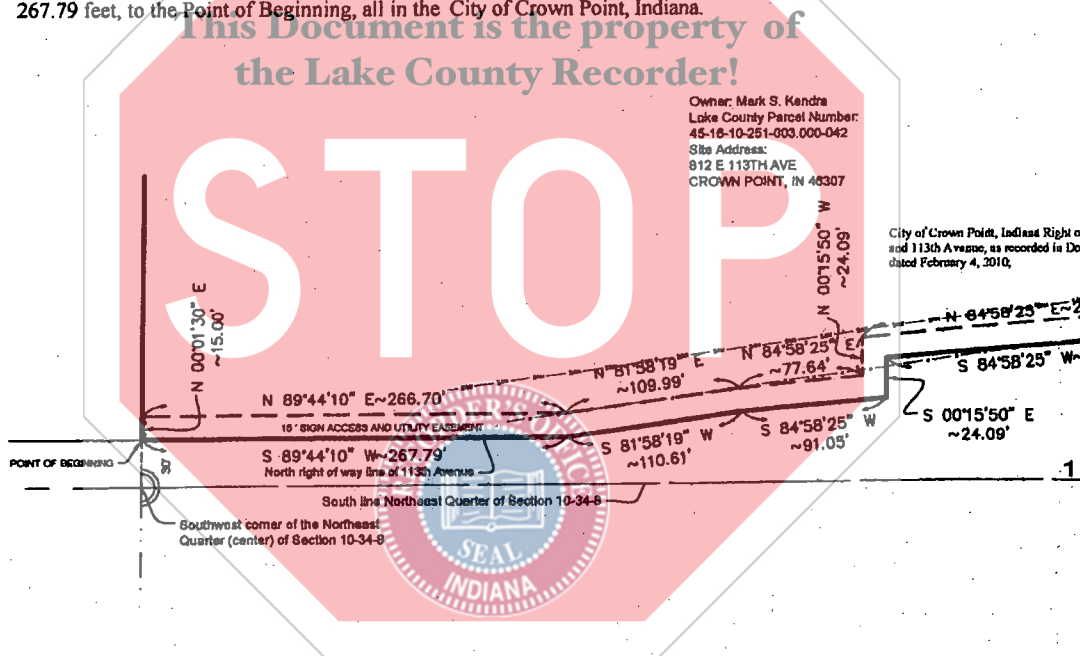


PLAT OF LEGAL

SIGN ACCESS AND UTILITY EASEMENT

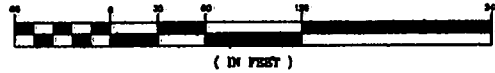
Part of the Northeast Quarter of Section 10, Township 34 North, Range 8 West of the Second Principal Meridian in the City of Crown Point, Lake County, Indiana, being more particularly described as follows: Commencing at the center of said Section 10; thence North 00 degrees 01 minutes 30 seconds East, along the North-South Centerline of said Section 10, 30.00 feet, to a point on the North right of way line of 113th Avenue as recorded in Document Number 2010025663, said point being the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East, along said North-South Centerline, a distance of 15.00 feet; thence North 89 degrees 44 minutes 10 seconds East parallel with and 15.00 feet North of the said right of way line 266.70 feet; thence North 81 degrees 58 minutes 19 seconds East along said parallel line, 109.99 feet; thence North 84 degrees 58 minutes 25 seconds East along said parallel line, 77.64 feet; thence North 00 degrees 15 minutes 50 seconds West along said parallel line, 24.09 feet; thence North 84 Degrees 58 minutes 25 seconds East along said parallel line, 221.68 feet; thence North 84 Degrees 53 minutes 59 minutes East along said parallel line, 305.41 feet; thence North 00 degrees 09 minutes 40 seconds West, 36.24 feet; thence North 89 degrees 50 minutes 20 seconds East, 15.00 feet to the West right of way line of Interstate 65 as recorded in Document Number 2010025663; thence South 00 degrees 09 minutes 40 seconds East along the said West right of way, 50.00 feet to the said North right of way line of 113th Avenue as recorded in Document Number 2010025663, thence South 84 degrees 53 minutes 59 seconds West, along said North right of way line of 113th Avenue, 319.18 feet; thence South 84 degrees 58 minutes 25 seconds West, along said North right of way line, distance of 207.89 feet; thence South 00 degrees 15 minutes 50 seconds East along said right of way line, 25.09 feet; thence South 84 degrees 58 minutes 25 seconds West, along said North right of way line, 91.05 feet; thence South 81 degrees 58 minutes 19 seconds West, along said North right of way line, 110.61 feet; thence South 89 degrees 44 minutes 10 seconds West, along said North right of way line, 267.79 feet, to the Point of Beginning, all in the City of Crown Point, Indiana.

EXHIBIT B



CLIENT: View Outdoor Advertising	DATE: December 9, 2013	PLAT OF LEGAL DESCRIPTION PART OF NE 1/4 SEC. 10-34- 812 E. 113TH AVENUE CROWN POINT, INDIANA LAKE COUNTY Z:\S10_T34_R08_NE\dwg\2013-0700.dwg 11/2/2013 11:42 PM CBT
JOB NO: 2013-0700 DRAWN: RB/JSA		
SCALE: NTS		

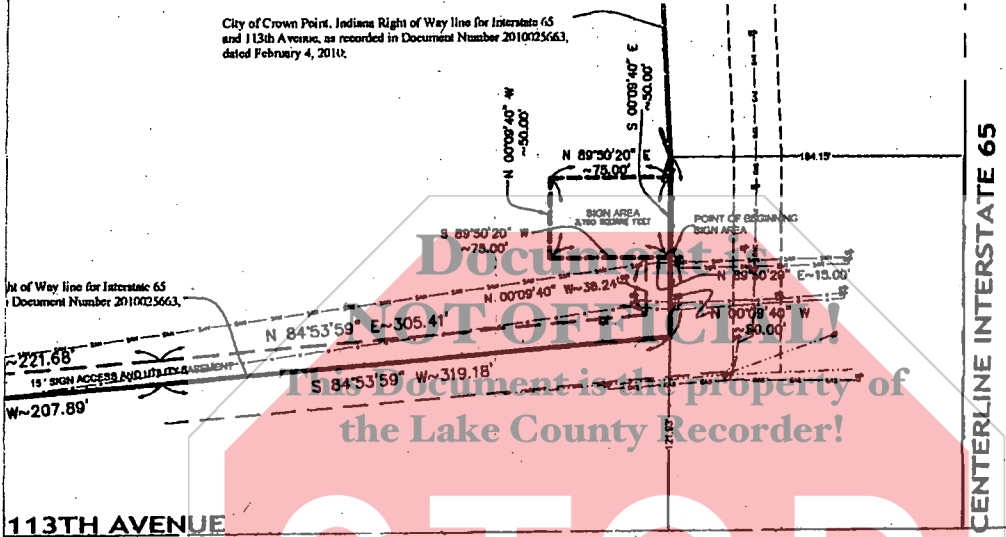
L DESCRIPTION



SIGN AREA DESCRIPTION

Part of the Northeast Quarter of Section 10, Township 34 North, Range 8 West of the Second Principal Meridian in the City of Crown Point, Lake County, Indiana, being more particularly described as follows: Commencing at the center of said Section 10; thence North 00 degrees 01 minutes 30 seconds East, along the North-South Centerline of said Section 10, a distance of 30.00 feet, to a point on the North right of way line of 113th Avenue as recorded in Document Number 2010025663; thence North 89 degrees 44 minutes 10 seconds East along the said right of way line 267.79 feet; thence North 81 degrees 58 minutes 19 seconds East along said right of way line, 110.61 feet; thence North 84 degrees 58 minutes 25 seconds East along said right of way line, 91.05 feet; thence North 00 degrees 15 minutes 50 seconds West along said right of way line, 24.09 feet; thence North 84 degrees 58 minutes 25 seconds East along said right of way line, 207.89 feet; thence North 84 degrees 53 minutes 59 minutes East along said right of way line, 319.18 to the West right of way line of Interstate 65 as recorded in Document Number 2010025663; thence North 00 degrees 09 minutes 40 seconds West along said West right of way line, 50.00 feet to the Point of Beginning; thence South 89 degrees 50 minutes 20 seconds West, 75.00 feet; thence North 00 degrees 09 minutes 40 seconds West, 50.00 feet; thence North 89 degrees 50 minutes 20 seconds East, 75.00 feet to the said West right of way line of Interstate 65 as recorded in Document Number 2010025663; thence South 00 degrees 09 minutes 40 seconds East along said West right of way line, 50.00 feet to the Point of Beginning, all in the City of Crown Point, Indiana.

City of Crown Point, Indiana Right of Way line for Interstate 65 and 113th Avenue, as recorded in Document Number 2010025663, dated February 4, 2010.



Document is the property of the Lake County Recorder!

STOP

THIS IS NOT A BOUNDARY SURVEY

This is to certify that the above description/drawing was prepared by me from measurements, deeds and other information furnished by others. The undersigned assumes no liability for erroneous information furnished by others and only certifies correctness of description and not location of parcel described/drawn. Owner assumes total responsibility upon accepting above description/drawing.



John Stuart Allen
 JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

ON 4-8	TORRENGA SURVEYING, LLC PROFESSIONAL LAND SURVEYORS 907 RIDGE ROAD, MUNSTER, INDIANA 46321 TEL. No.: (219) 836-8918 WEBSITE: WWW.TORRENGA.COM	
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