

2014 016582

2014 MAR 21 AM 10:59

MICHAEL B. BROWN  
SIGN EASEMENT AGREEMENT RECORDER

This Sign Easement Agreement (the "Agreement") is entered into as of the 18<sup>th</sup> day of March, 2014 by and between LDJN LLC, whose address is 128 S East St # 808 Crown Point, IN 46308 (the "Owner"), and Conrad Whitmore & Blake LLC., a Indiana Limited Liability Company, having its mailing address at 140 Vickroy Dr. Crown Point, IN 46307 ("CWB").

WHEREAS, Owner warrants that it is the sole fee simple owner of that certain parcel of land located in Lake County, Indiana (the "Property"), such real property being more particularly described on Exhibit A which is attached hereto and made part hereof for all purposes; and

WHEREAS, located within the Property is that certain tract of land (the "Easement Property") which is more particularly described on Exhibit B which is attached hereto and made a part hereof for all purposes; and

WHEREAS, CWB desires to acquire the exclusive right to enter into leases with third party companies (collectively, the "Sign Company") as well as the right to construct, operate, repair and maintain billboard advertising signs and structures with all appurtenances on the Easement Property (the "Billboard"); and

WHEREAS, Owner desires to grant and CWB desires to obtain an easement over, across and on the Easement Property for the purpose of constructing, operating, repairing and maintaining the Billboard on the Easement Property; and

WHEREAS, Owner desires to grant and CWB desires to obtain an easement over, across and on the Property for the purposes of (a) ingress and egress to and from the Easement Property; (b) the installation, operation, repair and maintenance of electric utility lines to service the Billboard; and (c) maintaining a clear and unobstructed view of the Billboard from the street or highway adjacent to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the parties agree as follows:

1. (a) Owner hereby grants unto CWB an irrevocable, perpetual easement on, over and across the Property for the construction, operation, repair and maintenance of the Billboard (the "Sign Easement"). This Sign Easement includes but is not limited to, the installation and maintenance of electric utility lines to illuminate the Billboard and such reasonable right of access for ingress and egress to and from the Easement Property as is necessary to gain access to, utilize, service, maintain and operate the Billboard and electric utility lines. As used in this Agreement, "utilize, service, maintain and operate" includes, without limitation, changing faces of the Billboard, replacing or changing advertisements and copy on the Billboard, and general maintenance of the Billboard and electrical lines. The location for any pole(s) for the Billboard (collectively the "Pole") shall be restricted to the Easement Property but this restriction pertains to the Pole only, and does not pertain to other parts of the Billboard, which may overhang the Property. Notwithstanding anything herein to the contrary, once the Pole has been installed, CWB is authorized, at its sole expense, to have the specific location of the Pole surveyed. In the event such survey reveals that the actual location of the Pole lies within the Property but does not lie completely within the Easement Property, then the definition of Easement Property shall be amended to include the actual location of the Pole.

(b) Owner hereby grants unto CWB an easement (including but not limited to vehicular, pedestrian, utility and unobstructed view of the Billboard) on, over and across the Property as is necessary to gain access (vehicle and pedestrian) to, utilize, service, maintain and operate the Billboard and electric utility lines serving the Billboard (the "Access Easement"). Subject to the foregoing, the Access Easement shall be irrevocable and perpetual.

2. The Purchase Price for the Easement shall be paid as follows:

(a) \$10.00 paid upon execution of this Agreement;

3. Owner may sell, lease or encumber all or part of the Property and/or the Easement and the Access Easement subject to the Sign Easement and the Access Easement.

*Return to*  
INDIANA TITLE NETWORK COMPANY  
325 NORTH MAIN  
CROWN POINT, IN 46307  
2014-54727-02

21617

**FILED**

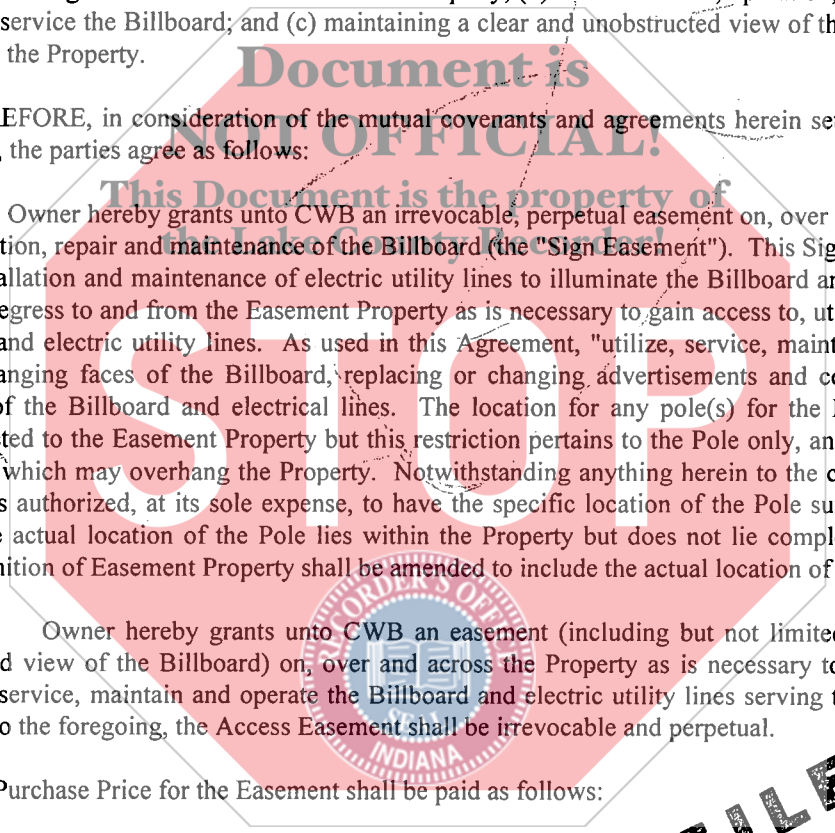
MAR 21 2014  
PEGGY HOUNGA KATONA  
LAKE COUNTY AUDITOR

*nm* *20*  
*cr* *Rm*  
*2/2/88*

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4. The Sign Easement is exclusive and the Access Easement is nonexclusive. However, Owner covenants and agrees that Owner will not erect or maintain and Owner will not permit anyone other than CWB and/or the Sign Company, their respective successors and assigns, to erect or maintain a billboard-type advertising sign on the Property.

5. The Sign Easement and the Access Easement, together with the covenants and agreements set forth herein, constitute covenants running with the land and shall be binding upon Owner, CWB, and their respective heirs, executors, administrators, successors and assigns.

6. The Sign Easement and the Access Easement are easements in gross and it is expressly agreed by the parties that such easements shall be assignable in whole or in part by CWB. CWB may enter into a lease agreement with a third party to perform any of the rights or obligations granted herein.

7. (a) CWB and/or the Sign Company shall maintain and operate the Billboard and utility service to the Billboard.

(b) CWB and/or the Sign Company shall pay (prior to delinquency) all taxes and assessments levied against the Billboard and structure.

8. (a) Owner shall at no time take any action which interferes with or makes more difficult the maintenance and operation of the Billboard or utility service to the Billboard by CWB and/or the Sign Company.

(b) In the event Owner fails to maintain the Property and/or the Easement Property in such a manner that trees, shrubs or vegetation (collectively "vegetation") obstruct the Billboard or any appurtenant electric utility line, CWB shall be authorized to remove such vegetation without liability to Owner. Owner shall not commit or permit any waste on the Easement Property and will neither do nor permit to be done anything to the Easement Property that may impair the value of the Billboard.

(c) Owner shall pay (prior to delinquency) all taxes and assessments levied or assessed upon the Easement Property, subject to CWB's and Sign Company's obligations in Paragraph 7(b) hereof.

(d) In the event of condemnation or the threat of condemnation of the Easement Property by any lawful governmental authority, CWB shall have the right to participate in any condemnation award or settlement to the extent of CWB's damages, including the loss of the Sign Easement and/or the Access Easement.

9. The Billboard and all trade fixtures, equipment, permits and authorizations relating thereto shall remain and continue to be the personal property of CWB and/or the Sign Company. The Billboard and all trade fixtures and equipment relating to the Billboard may be removed at the discretion of CWB. CWB shall have the right at any time and from time to time to make structural alterations to the Billboard.

10. Owner warrants that Owner will not assist or approve or consent to any third party placing a sign or erecting a building or other structure in such a location that will obstruct the view of the Billboard or materially interfere with CWB's exercise of the rights granted hereby.

11. In the event of any interference or threatened interference with the Sign Easement and/or the Access Easement, such easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with their respective terms, which restraining orders and injunctions will be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm. However, this shall not be deemed to be an election of remedies or a waiver of any of the rights or remedies available at law or in equity.

12. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their respective authorized signatures. Each individual executing this Agreement warrants that he or she has the capacity and requisite authority to bind the entity represented, and that no other signatures or executions are required to make this Agreement and enforceable.

Conrad Whitmore & Blake LLC.

By: Nick Petrovski Member

By: Jim Strezovski Member

By: [Signature]

By: [Signature]

OWNER: LDJN LLC

By: Nick Petrovski Member

By: Jim Strezovski Member

By: [Signature]

By: [Signature]

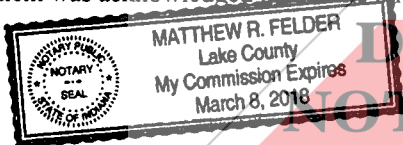
[ACKNOWLEDGMENTS]

THE STATE OF INDIANA

§  
§  
§

COUNTY OF Lake

This instrument was acknowledged before me on the 18<sup>th</sup> day of March, 2014, by Nick Petrovski



[Signature]  
Notary Public, State of Indiana

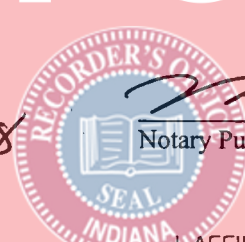
My commission expires: 3/8/18

THE STATE OF INDIANA

§  
§  
§

COUNTY OF Lake

This instrument was acknowledged before me on the 18<sup>th</sup> day of March, 2014, by Jim Strezovski



[Signature]  
Notary Public, State of Indiana

AFTER RECORDING RETURN TO:

Conrad Whitmore & Blake LLC.  
Attn: Nick Petrovski  
140 Vickroy Dr  
Crown Point, IN 46307

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.

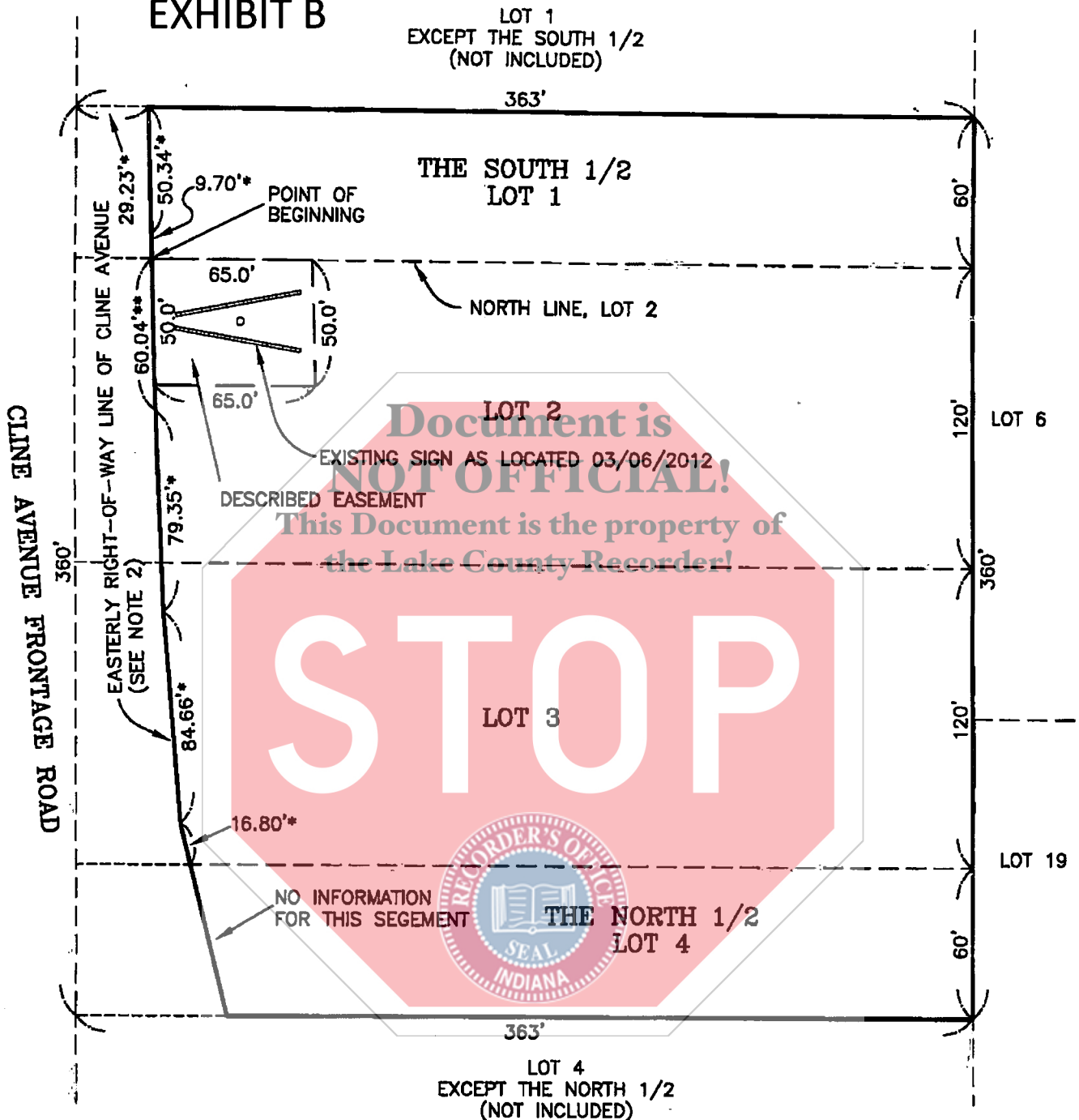
[Signature]  
[Signature]



# PLAT OF DESCRIPTION

**SIGN EASEMENT:** PART OF LOT 2 IN BLOCK 5 IN A.A. LEWIS AND COMPANY'S CALUMET HOME GARDENS 1st ADDITION, AS SHOWN IN PLAT BOOK 33 PAGE 4, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 2 WITH THE EASTERLY RIGHT OF WAY LINE OF CLINE AVENUE; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2, 65.0 FEET; THENCE SOUTHERLY, PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE, 50.0 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTH LINE, OF SAID LOT 2, 65.0 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 50.0 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF GARY, LAKE COUNTY, INDIANA.

## EXHIBIT B



Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

STOP



\* - DIMENSION SHOWN ON PLAT OF SURVEY BY RICHARD HARDESTY, JOB NUMBER 94-1139, DATED OCTOBER 7, 1994. SURVEY PROVIDED BY CLIENT.

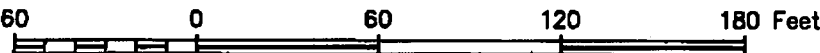
\*\* - DIMENSION RECITED IN A WARRANTY DEED, DOCUMENT NO. 99085196, RECORDED OCTOBER 15, 1999.


**NOTES:**

- 1.) THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.
- 2.) LEGAL DESCRIPTION, DIMENSIONS AND CLINE AVENUE RIGHT-OF-WAY LINE ARE ALL SHOWN AS SHOWN ON A SURVEYOR'S REPORT BY PLUMB, TUCKETT AND ASSOCIATES, JOB NO. L05017 DATED 02/24/2005 AND REVISED 03/01/2005.



Reference Name: LDJN, LLC  
 Survey Job No: S11121B  
 Scale: 1"=60'  
 Drawn By: GAH  
 Date: 3/6/2012  
 /12121pod sign.DWG  
 Sec. 14-36-8




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