

2015 032297

2015 MAY 27 AM 10:11

MICHAEL DEACON  
RECORDER

13

Deed Reference: 2001-106276

**SIGN EASEMENT**

This Sign Easement, made this 13 day of March, 2015, between Mark Kendra, individually ("Grantor"), and RH of Indiana, L.P., an Indiana limited partnership (Grantee")

WITNESSETH

Whereas, Grantor owns and holds title to the real estate located in the City of Crown Point, County of Lake and State of Indiana, described in Exhibit A attached hereto and made a part hereof (the "Grantor's Parcel"), and within the Grantor's Parcel is a 10' by 42' area for installation and maintenance of a sign ("Sign Parcel") that is depicted on Exhibit A;

Whereas, Grantee is purchasing from the Grantor and will own and have title to the real estate located in the City of Crown Point, County of Lake and State of Indiana, described in Exhibit B attached hereto and made a part hereof ("Grantee Parcel"), which Grantee Parcel is located near the Sign Parcel;

Whereas, Grantee has requested a term easement over the Sign Parcel; and

Whereas, Grantor has agreed to grant a term easement on the Sign Parcel for the benefit of Grantee;

NOW, THEREFORE, Grantor and Grantee, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Grant.** Grantor hereby grants to Grantee, its successors and assigns, a term easement (the "Easement") over the Sign Parcel, together with the right for Grantee to install, maintain, repair and, if necessary, in Grantor's discretion, replace, a sign substantially similar in size and purpose to the sign which is depicted in Exhibit C (the "Sign"). The Easement shall include any and all necessary rights of access, over and across Grantee's Parcel for ingress and egress to the Sign Parcel, which do not interfere with Grantor's use of Grantor's Parcel. Grantee shall maintain the Sign in good condition. Grantee is responsible to obtain all approvals from the City of Crown Point to install and maintain the Sign, and Grantor makes no representation or warranty with respect to any approvals.



**FIDELITY NATIONAL  
TITLE COMPANY**

Kendra-004413/Sign Easement 03.10.15

2014-2169

20452

**FILED**

MAY 18 2015  
(3001284-106621.DOC:2)1

**JOHN E. PETALAS  
LAKE COUNTY AUDITOR**

36.  
REF  
RT  
DR

2. **Term.** It is further understood and agreed that the Easement is to be held by Grantee as appurtenant to the Grantee Parcel and shall terminate upon Grantee's (a) election, with written notice to Grantor, or (b) transfer or relinquishment, whether voluntary or involuntary to a party not affiliated with Grantee, of the Grantee Parcel. Further, the City of Crown Point ("City") has regulations pertaining to signs for developers and developments and this Easement (y) is subject to the City's regulations, and (z) shall terminate if the City determines that Grantee's right to utilize the Sign violates a validly enacted regulation of the City. Finally, this Easement shall immediately terminate when the Grantor transfers or relinquishes, whether voluntary or involuntary, the Sign Parcel, Grantor's Parcel or a substantial portion thereof to a party not affiliated with Grantee.

3. **Purposes for Which the Sign located on the Sign Parcel May be Used.** Grantee has the right to use the Sign to be installed on the Sign Parcel for the sole purpose of advertising the property located on the Grantee Parcel, subject to the terms and restrictions of this Agreement.

4. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines interests, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by Grantor in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the existence, operations or use of the Sign (including, without limitation, any such loss, injury or damage due to the installation, maintenance, restoration, operation, replacement or repair of the Sign) or any act of omission by or on behalf of the Grantee.

5. **Costs; Reimbursement of Costs.** Grantee shall bear all expenses relative to the following: Creating, installing, repairing, replacing and maintaining the Sign on the Sign Parcel. Upon termination of this Easement for any reason provided in Paragraph 2 above, Grantee shall bear all costs of removal of the Sign and shall restore the Sign Parcel to, as close as practicable, the condition that existed prior to the installation of the Sign.

6. **Notices.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given or delivered, as the case may be, (i) when hand delivered to the addressee; (ii) three (3) business days after having been sent by certified mail, postage prepaid return receipt requested; or (iii) one (1) business day after having been deposited, properly addressed and prepaid for guaranteed next-business-day delivery, with a nationally-recognized overnight courier service (e.g., UPS, FedEx, or U.S. Express Mail). All such notices, requests, or demands shall be addressed as set forth below, or to such other address as a party may from time

to time designate by notice given to the other party(ies); provided, however that no party may require notice be given or delivered to more than two (2) addresses.

Grantor: Mark Kendra  
9002 Indianapolis Boulevard  
Highland, IN 46322

with copy to: Koransky, Bouwer & Poracky, P.C.  
Attn: Greg A. Bouwer  
425 Joliet Street, Suite 425  
Dyer, IN 46311

Grantee: RH of Indiana, L.P.  
Attn: Omar Rodriguez-Caballero  
1141 East Main Street  
Suite 108  
East Dundee, IL 60118

with copy to: Meltzer, Purtill & Stelle LLC  
Attn: Brian Meltzer  
1515 East Woodfield Road, Second Floor  
Schaumburg, IL 60173-5431

7. **Captions, Headings and Exhibits.** The captions, headings and index of this Easement are for convenience only and have no force and effect in the interpretation or construction of this Easement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Easement.

8. **Severability.** If any provision of this Easement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Grantor or Grantee will not be materially and adversely affected thereby and so long as the material terms and conditions of this Easement remain unchanged, (a) such provision will be fully severable, (b) this Easement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

9. **Counterparts.** This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same



instrument. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any of such completely executed counterparts shall be sufficient proof of this Easement.

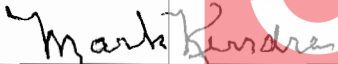
10. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Easement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Easement may be altered, amended or modified only by an instrument in writing, executed by all of the fee simple owners of the Sign Parcel and the Grantee Parcel and by no other means. Each party waives its right to claim, contest or assert that this Easement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

11. **Assignment.** The rights of Grantee under this Easement are freely assignable by Grantee to Grantee's successors, assigns, tenants, servants, invitees and licensees.

12. **Governing Law & Venue.** The validity and interpretation of this Easement shall be governed by the laws of the State of Indiana, with venue for all purposes to be proper only in the County of Lake, State of Indiana.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

  
MARK KENDRA

GRANTEE:

RH OF INDIANA, L.P., an Indiana limited partnership

By: RH BUILDERS OF INDIANA, INC., an Indiana corporation



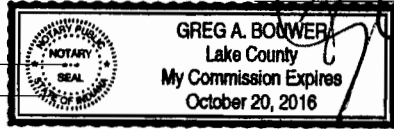
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, a Notary Public in and for County and State aforesaid, do hereby certify Mark Kendra personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13 day of March, 2015.

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



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

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

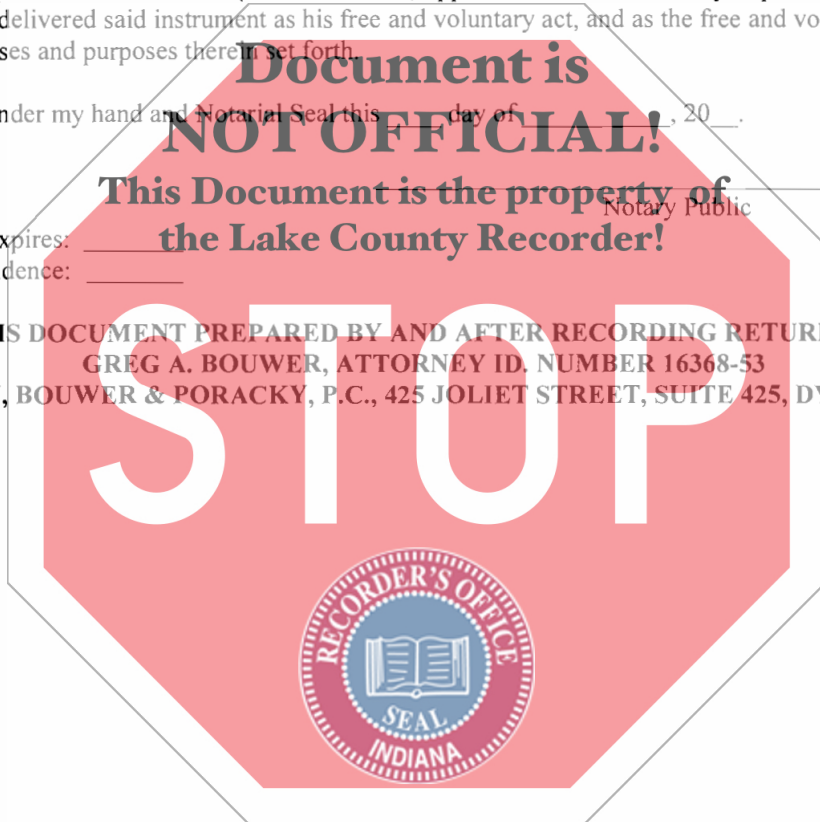
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_, of RH Builders of Indiana, Inc., which is the \_\_\_\_\_ of RH of Indian L.P. (the "Declarant") appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Declarant for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

**Document is NOT OFFICIAL!**  
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**THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:  
GREG A. BOUWER, ATTORNEY ID. NUMBER 16368-53  
KORANSKY, BOUWER & PORACKY, P.C., 425 JOLIET STREET, SUITE 425, DYER, IN 46311**



In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.

GRANTOR:

GRANTEE:

MARK KENDRA

RH OF INDIANA, L.P., an Indiana limited partnership

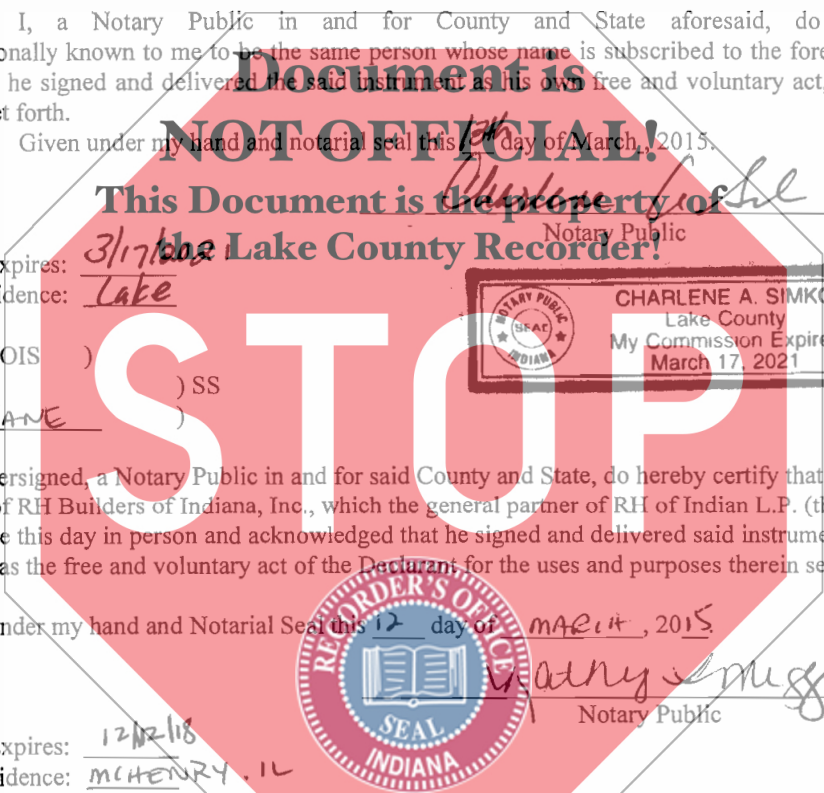
By: RH BUILDERS OF INDIANA, INC., an Indiana corporation

By: [Signature]  
Name: John P. Carroll  
Title: Vice President

STATE OF INDIANA )  
COUNTY OF Lake ) SS:

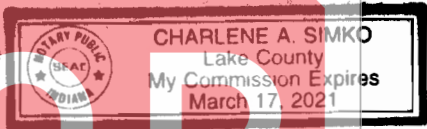
I, a Notary Public in and for County and State aforesaid, do hereby certify Mark Kendra personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12<sup>th</sup> day of March, 2015.



My Commission Expires: 3/17/2021  
My County of Residence: Lake

STATE OF ILLINOIS )  
COUNTY OF LAKE ) SS



I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John P. Carroll, a Vice President, of RH Builders of Indiana, Inc., which the general partner of RH of Indian L.P. (the "Declarant") appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Declarant for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of MARCH, 2015.

My Commission Expires: 12/12/18  
My County of Residence: MCHENRY, IL



[Signature]  
Notary Public

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:  
GREG A. BOUWER, ATTORNEY ID. NUMBER 16368-53  
KORANSKY, BOUWER & PORACKY, P.C., 425 JOLIET STREET, SUITE 425, DYER, IN 46311



# Exhibit A

## Grantar's Parcel

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  $00^{\circ} 01' 30''$  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  $00^{\circ} 01' 30''$  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  $71^{\circ} 29' 47''$  East, along said Southerly Right-of-Way line, a distance of 1004.43 feet, thence South  $00^{\circ} 09' 40''$  East, 70.00 feet West of and parallel with the West line of the Interstate I-65 Right-of-Way, as recorded in Document No. 581403, dated August 20, 1964, a distance of 795.01 feet, thence South  $03^{\circ} 01' 25''$  East, 70.00 feet West of and parallel with said West line, a distance of 700.87 feet; thence South  $00^{\circ} 09' 40''$  East, 70.00 feet West of and parallel with said West line, a distance of 112.76 feet, thence South  $84^{\circ} 53' 59''$  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  $84^{\circ} 58' 25''$  West, 25.00 feet North of and parallel with said North Right-of-Way line, a distance of 207.89 feet, thence South  $00^{\circ} 15' 50''$  East, a distance of 25.09 feet, to a point on said North Right-of-Way line; thence South  $84^{\circ} 58' 25''$  West, along said North Right-of-Way, a distance of 91.05 feet, thence South  $81^{\circ} 58' 19''$  West, along said North Right-of-Way line, a distance of 110.61 feet, thence South  $89^{\circ} 44' 10''$  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.

See next page for Sign Parcel

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**STOP**





Crown Point  
Sign Depiction



Billboard Dimensions:  
32' x 14'

A diagram of a billboard layout. It features the Ryland Homes logo, which includes a circular seal with "RECORDERS OFFICE" and "SEAL" and the text "RYLAND HOMES INDIANA". The layout consists of several rectangular sections with placeholder text: "Text TBD" in the top right, "ryland.com" in the bottom left, and "Text TBD" in the bottom right. A small registered trademark symbol (®) is visible in the bottom right corner of the billboard frame.



**Exhibit B**

**DESCRIPTION OF GRANTEE PARCEL**

Parcel 1: Outlot D in Condominiums at Edgewater an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 103 page 93 in the Office of the Recorder of Lake County, Indiana, EXCEPT That part appropriated by the City of Crown Point, Indiana under Cause No. 45D04-0811-PL-109 recorded May 14, 2010 as Document No. 2010 025664.

AND

Part of the Northeast Quarter of Section 10 AND part of the Northwest Quarter of Section 11, Township 34 North, Range 8 West of the Second Principal Meridian, lying South of the Southeasterly right of way line of the Chicago and Erie Railroad (formerly the Chicago and Atlantic Railroad) and lying East of the East right of way line of Interstate I-65 by right of way grant recorded August 20, 1964 as Document Number 581403 in Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter of said Section 10; thence North  $00^{\circ} 07' 16''$  West, along the East line of said Section 10, a distance of 385.29 feet, to a point lying on the Northerly property line of Lot 29 as shown in the plat of Edgewater - Phase One, an Addition to the City of Crown Point, recorded in Plat Book 92 page 94, in the Office of the Recorder of Lake County, Indiana; thence North  $89^{\circ} 52' 44''$  East, a distance of 124.25 feet to the Northeast corner of Lot 28 in said Edgewater - Phase One; thence North  $00^{\circ} 07' 16''$  West, a distance of 441.99 feet, to a point of deflection in the Westerly property line of Lot 21 as shown in the plat of Edgewater-Phase Two-A, an Addition to the City of Crown Point recorded in Plat Book 98 page 53 in the Office of the Recorder of Lake County, Indiana; thence North  $18^{\circ} 30' 13''$  East along said Westerly line of Lot 21, a distance of 77.79 feet to the Northwest corner of said Lot 21; thence South  $71^{\circ} 29' 47''$  East along the Northerly property line of said Lot 21, a distance of 102.44 feet; thence North  $18^{\circ} 30' 13''$  East a distance of 190.00 feet to the Northwesterly most corner of Lot 12 in said Edgewater-Phase Two-A, said point also lying on the Southerly right of way line of the Chicago and Erie Railroad right of way line (99 feet wide); thence North  $71^{\circ} 29' 47''$  West, along the aforesaid Southerly right of way line of the Chicago and Erie Railroad right of way line, a distance of 1508.00 feet; thence South  $18^{\circ} 30' 13''$  West, a distance of 39.51 feet to a point on a curve; thence Southeasterly along said curve which is concave to the Southwest, having a radius of 135.50 feet (the chord of which bears South  $71^{\circ} 53' 40''$  East, a chord distance of 1.88 feet), an arc distance of 1.88 feet; thence South  $71^{\circ} 29' 47''$  East, a distance of 107.05 feet, to a point of curve; thence Southeasterly along said curve which is concave to the Southwest, having a radius of 115.50 feet (the chord of which bears South  $51^{\circ} 09' 49''$  East, a chord distance of 80.27 feet), an arc distance of 81.98 feet; thence South  $30^{\circ} 49' 51''$  East, a distance of 148.46 feet to a point on a curve; thence Southwesterly along said curve

which is concave to the Southeast having a radius of 130.00 feet (the chord of which bears South 32° 56' 52" West, a chord distance of 141.87 feet), an arc distance of 150.06 feet; thence South 00° 07' 16" East, a distance of 227.02 feet; thence North 89° 52' 44" East, a distance of 185.00 feet, to the Northeast corner of Lot 78, as shown on the plat of Edgewater Phase One-A, an Addition to the City of Crown Point, recorded in Plat Book 98 page 52, in the Office of the Recorder of Lake County, Indiana; thence South 00° 07' 16" East, a distance of 563.91 feet to the Northwest corner of Lot 70 as shown in the aforesaid plat of Edgewater Phase One; thence North 89° 52' 44" East, a distance of 125.00 feet to the Northeast corner of said Lot 70; thence South 00° 07' 16" East, a distance of 563.91 feet to the Northwest corner of Lot 70 as shown in the aforesaid plat of Edgewater phase One; thence North 89° 52' 44" East, a distance of 125.00 feet to the Northeast corner of said Lot 70; thence South 00° 07' 16" East along the Westerly right of way line of Ohio Street (60 feet wide) a distance of 6.09 feet; thence North 89° 52' 44" East, a distance of 185.00 feet to the Northeast corner of Lot 50 in said Edgewater Phase One; thence South 00° 07' 16" East, a distance of 10.79 feet to the Northwest corner of Lot 49 in said Edgewater Phase One; thence North 89° 52' 44" East, a distance of 351.95 feet to the Northeast corner of Lot 31 in said Edgewater Phase One; thence North 00° 47' 51" East a distance of 32.38 feet to the Northwest corner of Lot 30 in said Edgewater Phase One; thence North 89° 52' 44" East, a distance of 123.28 feet to the point of beginning.

AND

Beginning at the Northeast corner of Lot 5 as shown on the aforesaid plat of Edgewater Phase One; thence North 89° 52' 44" East, a distance of 55.00 feet to the East line of the West 31-1/6th rods of the Northwest Quarter of Section 11, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana; thence North 00° 07' 16" West along said east line of the West 31-1/6th rods of the Northwest Quarter of Section 11, a distance of 567.29 feet to the Southerly right of way line of the aforesaid Chicago and Erie Railroad; thence North 71° 29' 47" West along said Southerly right of way line, a distance of 58.04 feet; thence South 00° 07' 16" East, a distance of 537.82 feet to the point of beginning.

Parcel 2: Lots 50, 70, 88, 89, 91, 92, 93 and 98 in Edgewater Phase - One, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 92 page 94, in the Office of the Recorder of Lake County, Indiana, and amended by Certificate of Amendment recorded March 26, 2003 as Document No. 2003 030876.

Parcel 3: Lots 22, 23, 24 and 25 in Edgewater Phase Two-A, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 98 page 53, in the Office of the Recorder of Lake County, Indiana.

Parcel 4: All of Phase Two in Condominiums at Edgewater, an Addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 103 page 93, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: The South 1/2 of the former Chicago and Atlantic Railway Company right of way adjacent to and North of the West 31 1/6th rods of that part of the Northwest Quarter of Section 11, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake county, Indiana, lying South of the Southerly right of way line of the Chicago & Erie Railroad (formerly the Chicago and Atlantic Railway company) and the South 1/2 of the former Chicago and Atlantic Railway Company right of way adjacent to and North of that part of the Northeast Quarter of Section 10, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, lying South of the South line of the Chicago & Erie Railroad (formerly the Chicago and Atlantic Railway Company), EXCEPTING that portion taken for Interstate I-65 appropriated by the City of Crown Point, Indiana under Cause No. 45D04-0811-PL-109 recorded May 14, 2010 as Document No. 2010 025664 and Trustee's Deed recorded December 27, 2001 as Document No. 2001 106276.



**Exhibit C**

**DESCRIPTION OF SIGN**





**Crown Point  
Sign Depiction**



Billboard Dimensions:  
32' x 14'

	Text TBD
<b>RYLAND HOMES</b> ryland.com	<b>Text TBD</b>
	Text TBD