

**SIGN LOCATION LEASE**

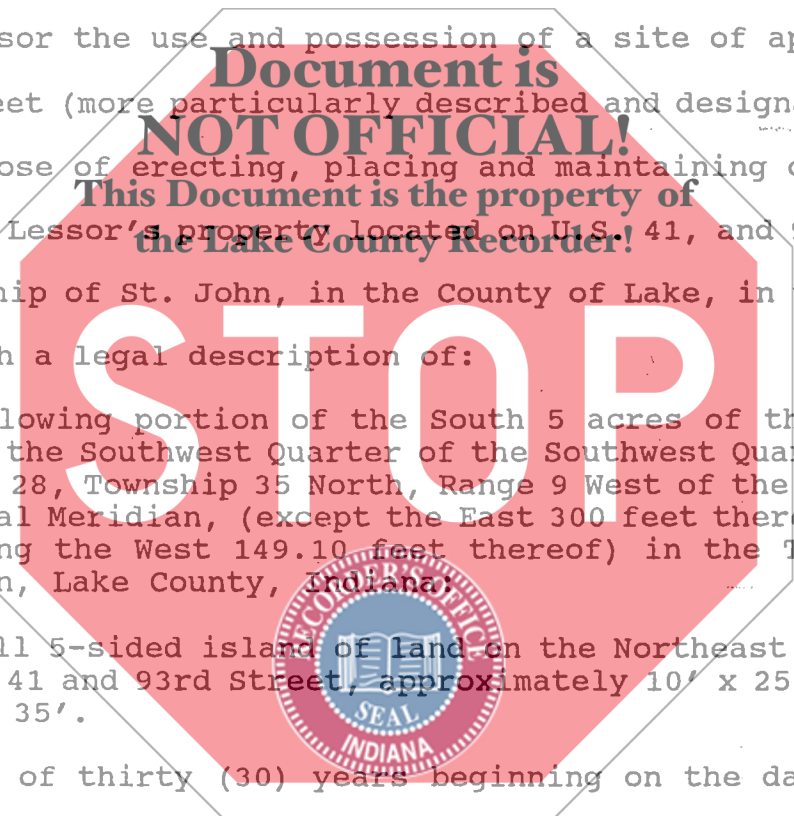
THIS AGREEMENT (hereinafter called "Lease") made this 13<sup>th</sup> day of OCTOBER, 1992 by and between JOSEPHINE RAFALSKI (hereinafter called "Lessor") of ST. JOHN, Indiana 46311, owner of the hereinafter described real estate, and AREA GLASS, INC. (hereinafter called "Lessee"): WITNESSETH:

1. Lessor hereby leases unto Lessee and Lessee hereby leases from the Lessor the use and possession of a site of approximately 300 square feet (more particularly described and designated herein) for the purpose of erecting, placing and maintaining one (1) sign structure on Lessor's property located on U.S. 41, and 93rd Street, in the Township of St. John, in the County of Lake, in the State of Indiana, with a legal description of:

The following portion of the South 5 acres of the West Half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, (except the East 300 feet thereof and excepting the West 149.10 feet thereof) in the Town of St. John, Lake County, Indiana:

The small 5-sided island of land on the Northeast corner of U.S. 41 and 93rd Street, approximately 10' x 25' x 10' x 35'.

for a period of thirty (30) years beginning on the date on which the first rental payment is due as hereinafter described, for consideration of the foregoing and the mutual promises contained herein, payment shall be at the rental of Twenty-five Dollars (\$25.00) per year, the first five (5) years prepaid, payable annually, in advance, beginning on the first business day of the first month immediately following the date on which the structure is erected and placed into service.



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MICHAEL B. BROWN  
RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED MAR 10 2016

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(a) Lessor agrees to supply a constant flow of electricity to and from the pole of said sign structure.

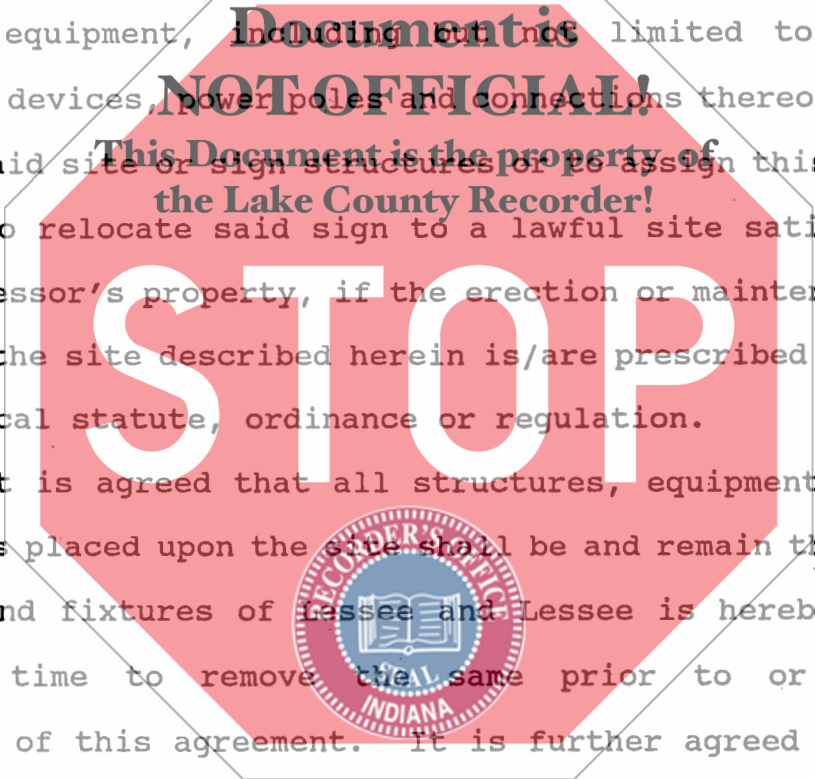
(b) Lessee agrees to pay all utilities for the pole and said sign structure.

(c) Lessee further agrees to bear the expenses for having the pole painted and the sign maintained.

2. Lessor hereby consents to and grants to Lessee the right to establish or provide electrical power to said site and to place incidental equipment, including but not limited to, necessary structures, devices, power poles and connections thereon; the right to sublet said site or sign structures or to assign this Lease; and the right to relocate said sign to a lawful site satisfactory to Lessee on Lessor's property, if the erection or maintenance of any sign(s) on the site described herein is/are prescribed by federal, state or local statute, ordinance or regulation.

3. It is agreed that all structures, equipment, materials and fixtures placed upon the site shall be and remain the property, equipment and fixtures of Lessee and Lessee is hereby granted a reasonable time to remove the same prior to or after the termination of this agreement. It is further agreed that Lessee shall be entitled to an apportionment on the basis of the value of its leasehold interest of any awards of compensation received in connection with any legal action or proceeding or compromise settlement made pursuant to any governmental agency requirement for the removal of said sign structure.

4. It is the understanding of the parties hereto that visibility of the sign structure to the travelling public is of the



essence and forms a significant element of the consideration underlying this agreement. Lessor therefore consents and grants Lessee the right to reasonably locate its sign structure on said site in a location that will result in the optimum visibility to the travelling public, and further agrees to refrain from causing or permitting said structure to be or become obscured from the highway. In this regard, Lessee and its authorized agents, are hereby granted the right of ingress and egress to and from said site over property owned or controlled by Lessor for all purposes reasonably necessary to the erection, maintenance, changing or removal of said sign structure, including but not limited to, the trimming, cutting or moving of brush, trees, shrubbery or any other vegetation, or the removal of obstructions of any kind which obscure the visibility of said structure from the highway.

5. In the event of any potential change in ownership of the property herein demised, Lessor agrees to notify Lessee of such a potential change at least thirty (30) days prior to any closing consummated, said change in ownership and to include the name and address of any and all prospective purchaser(s). Lessor further agrees to give and deliver to any and all such prospective purchaser(s) formal, written notice of the existence of this Lease at least thirty (30) days prior to such a closing and agrees to grant Lessee an unconditional right of first refusal to purchase said property, said right to be exercised by Lessee no later than thirty (30) days after receipt of written notice of said potential change.

6. Unless specifically stated otherwise herein, Lessor



represents and warrants that she is either the owner or the authorized agent of the owner of the property herein demised, and that she has full authority to enter into this Lease. Lessor covenants and warrants that the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated and Lessee shall and may peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of the Lease.

7. Lessee shall have the right to renew this Lease for an additional thirty (30) year term under the same terms and conditions as appear herein. Such a right to be exercised and binding on the parties unless Lessor inquires in writing to Lessee no less than sixty (60) days prior to the end of the original term or any renewal term thereof, and to Lessee's intent and Lessee confirms to Lessor in writing within thirty (30) days of its receipt of Lessor's inquiry that it in fact does intend to terminate said Lease. During any renewal term of this Lease, Lessee reserves the right to terminate upon thirty (30) days written notice to Lessor. In the case of any such termination by Lessee during any renewal term of this Lease, Lessor agrees to refund any prepaid amounts on a pro-rata basis.

8. Neither Lessor nor Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. Following the acceptance of this Lease which shall be the date and signature by the Lessor and the Lessee, it shall inure to the benefit of and be binding upon the parties hereto, and to their respective tenants, heirs, successors, personal representatives,

executors, administrators and assigns.

AREA GLASS, INC.

BY: Donald W. Hiestie  
President

ATTEST:

(LESSEE)

\_\_\_\_\_  
Secretary

Josephine H. Rafalski Malerich  
JOSEPHINE RAFALSKI  
(MALERICH) gm (LESSOR)

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 13<sup>th</sup>  
day of October, 1992.



Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

**STOP**



My Commission Expires  
6-21-93

Resident of Lake County

Gertrude M. Milton  
NOTARY PUBLIC

GERTRUDE M. MILTON  
(Printed Signature)