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Grantee's Address/  
after recording  
please mail to:  
1000 E. 80<sup>th</sup> Pl.  
Suite 700 N.  
Merrillville, IN 46410

2016 015060

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 MAR 14 PM 1:07

MICHAEL B. BROWN  
RECORDER

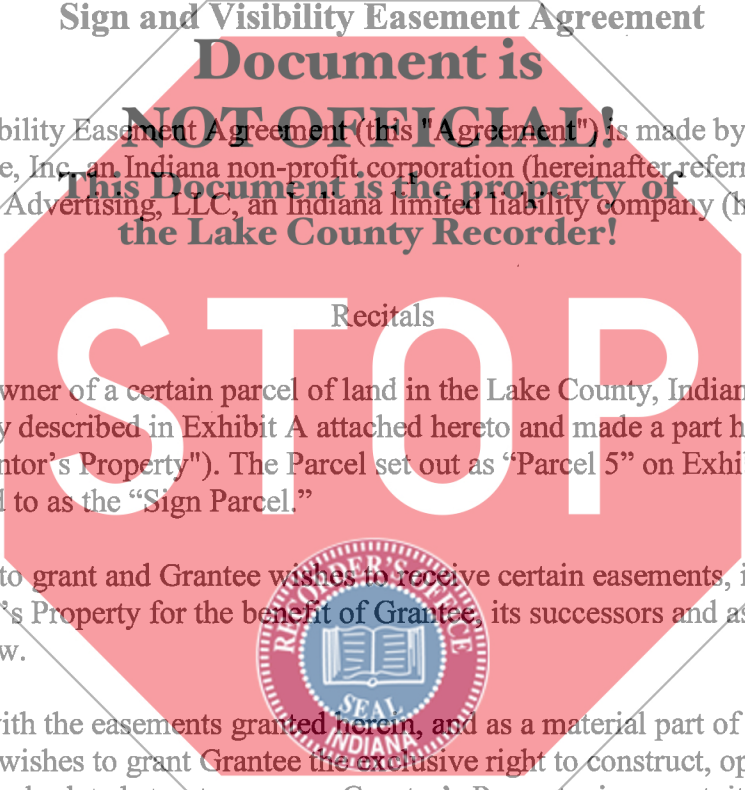
Sign and Visibility Easement Agreement

Document is

**NOT OFFICIAL!**

This Sign and Visibility Easement Agreement (this "Agreement") is made by and between Franciscan Alliance, Inc. an Indiana non-profit corporation (hereinafter referred to as "Grantor") and View Outdoor Advertising, LLC, an Indiana limited liability company (hereinafter referred to as "Grantee").

This Document is the property of the Lake County Recorder!



Recitals

A. Grantor is the owner of a certain parcel of land in the Lake County, Indiana, commonly described as legally described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Grantor's Property"). The Parcel set out as "Parcel 5" on Exhibit A hereto shall be hereinafter referred to as the "Sign Parcel."

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 the Sign Parcel: 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

After recording please  
return to:

**FILED**

NO SALES DISCLOSURE NEEDED

Lake Region Title Insurance Co. MAR 14 2016

130 N. Main St.

Crown Point, IN 46307  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

Approved Assessor's Office

By: \_\_\_\_\_

21114

\$ 33

CKH  
00301

C

Handwritten mark resembling an arrow or the letter 'A'.

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. 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 the Sign Parcel to the Sign Area to which Grantee has connected wires or pipes.

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.

4. Grant of Visibility Easement. Grantor hereby grants to Grantee a perpetual visibility easement over and through the area of Grantor's Property described and depicted on Exhibit C hereto (the "Visibility Area") for unobstructed visibility to Grantee's sign in the Sign Area from US 41. Grantor shall not allow any improvement or natural condition in the Visibility Area which obscures the view of Grantee's sign in the Sign Area (as reasonably determined by Grantee).

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.

[signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the 4th day of November, 2015.

GRANTOR:

FRANCISCAN ALLIANCE, INC

By: Kevin W. Leahy  
Its: President/CEO

STATE OF INDIANA )

COUNTY OF LAKE )

Before me, a Notary Public, on this 4th day of November, 2015, personally appeared Kevin W. Leahy, President/CEO of Franciscan Alliance, an Indiana company and acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions on behalf of said limited liability company.



Alison M. Drozco  
Notary Public in and for the State of Indiana  
Name: ALISON M. DROZCO  
Resident County: ST. JOSEPH

GRANTEE:

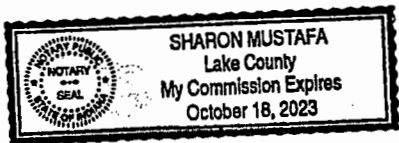
View Outdoor Advertising, LLC

By: [Signature]  
Its: President

STATE OF INDIANA )

COUNTY OF LAKE )

Before me, a Notary Public, on this 3rd day of MARCH, 2016, personally appeared Petescharo LLC, 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.



Sharon Mustafa  
Notary Public in and for the State of Indiana  
Name: SHARON MUSTAFA  
Resident County: LAKE

*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 and this document was prepared by Jason Weisler, 1000 E. 80<sup>th</sup> Place, Suite 700 North, Merrillville, IN 46410.*



Exhibit A  
Legal Description of Grantor's Property

**PARCEL 1**

The North 50.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-001.000-036

**PARCEL 2**

The South 50.00 feet of the North 100.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-002.000-036

**PARCEL 3**

The South 50.00 feet of the North 150.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-003.000-036

**PARCEL 4**

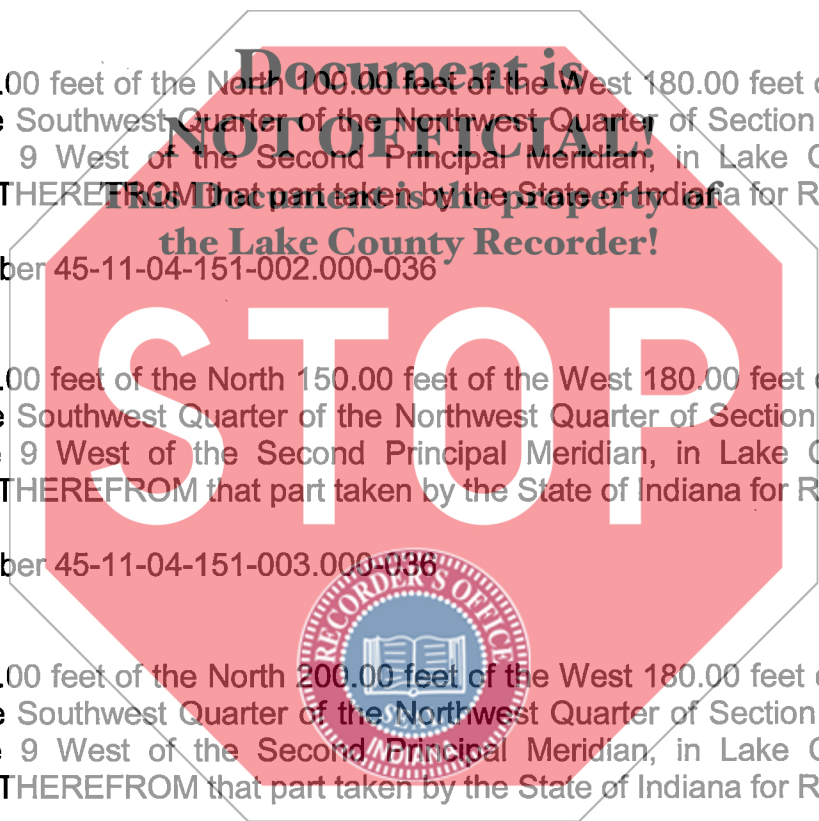
The South 50.00 feet of the North 200.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-004.000-036

**PARCEL 5**

The South 50.00 feet of the North 250.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-005.000-036





**PARCEL 6**

The South 50.00 feet of the North 300.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-006.000-036

**PARCEL 7**

Lot 1, Omni 41, First Addition to the Town of Schererville as recorded in Plat Book 77, page 76, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-007.000-036

**PARCEL 8**

The South 50.00 feet of the North 610.00 feet of the West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-008.000-036

**PARCEL 9**

The West 180.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM the North 610.00 feet thereof and that part taken by the State of Indiana for Right of Way.

Property Number 45-11-04-151-009.000-036

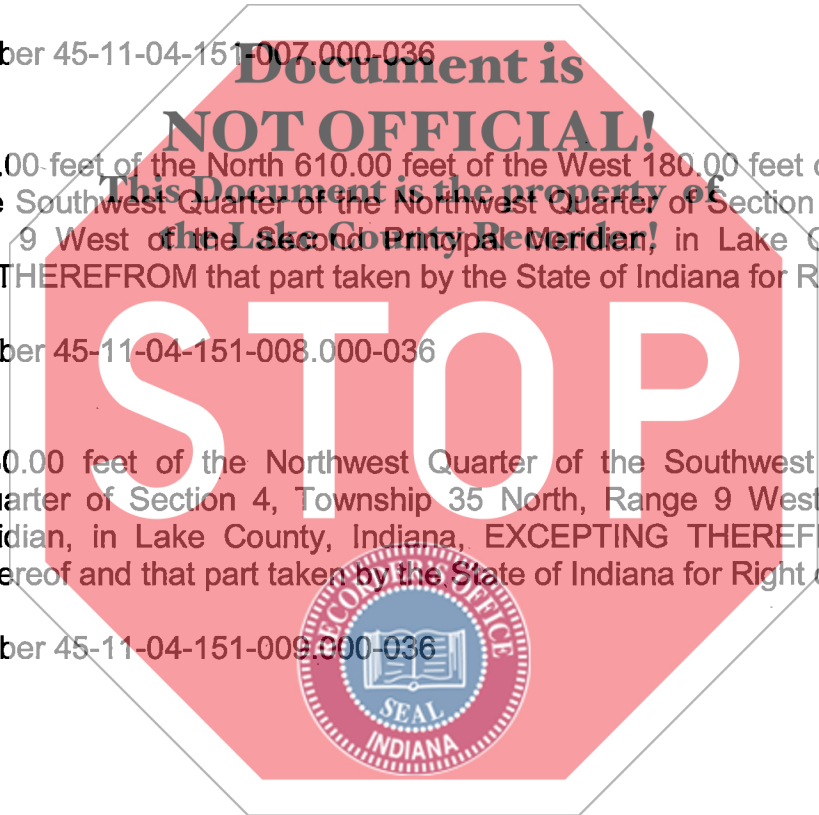


Exhibit B  
The Sign Area

[SEE ATTACHED]



Exhibit C  
Visibility Area

[SEE ATTACHED]





# TORRENGA SURVEYING, LLC

TEL NO.: (219) 836-8918  
FAX NO.: (219) 836-1138  
WEB: WWW.TORRENGA.COM

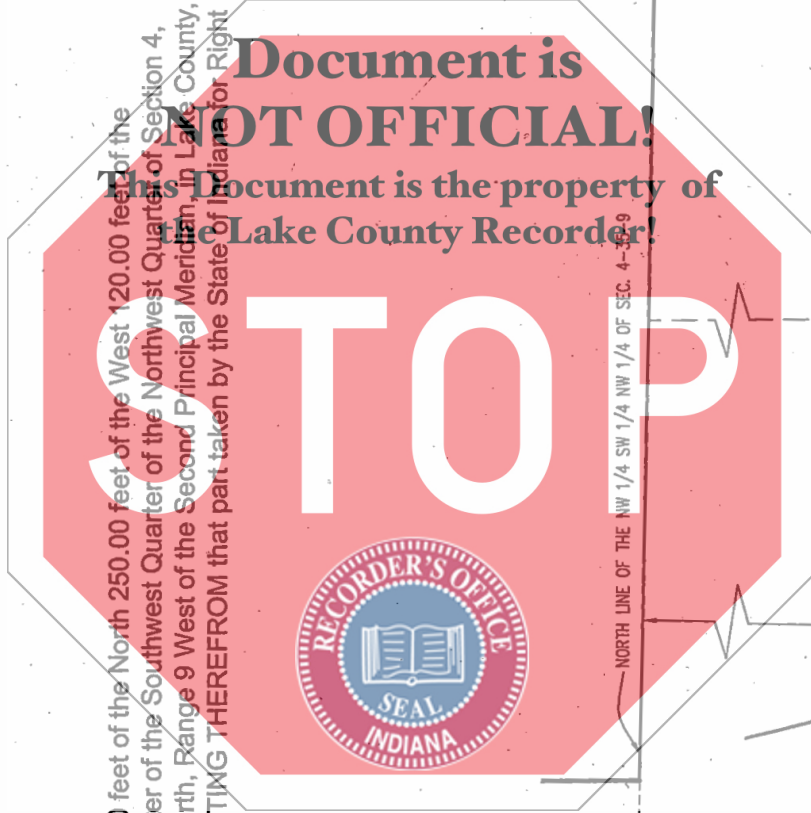
PROFESSIONAL LAND SURVEYORS  
EXHIBIT B

907 RIDGE ROAD  
MUNSTER, IN 46321

## PLAT OF LEGAL DESCRIPTION

### SIGN AREA

The South 25.00 feet of the North 250.00 feet of the West 120.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.



NORTH LINE OF THE NW 1/4 SW 1/4 NW 1/4 OF SEC. 4-35-9

BOULEVARD

RY. 41)

ON 4-35-9  
E NW 1/4 SW 1/4

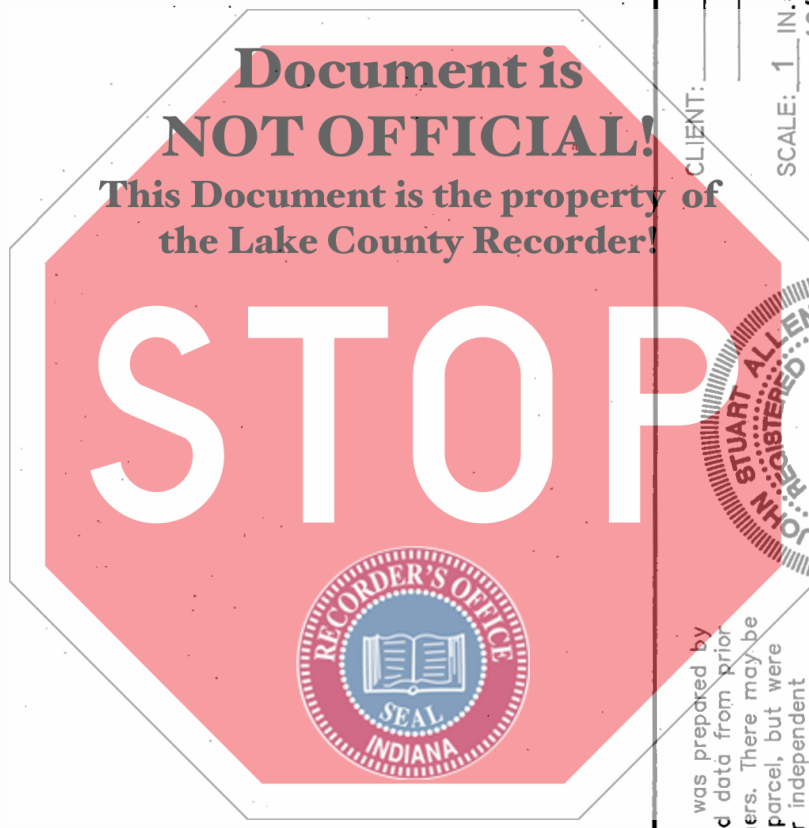
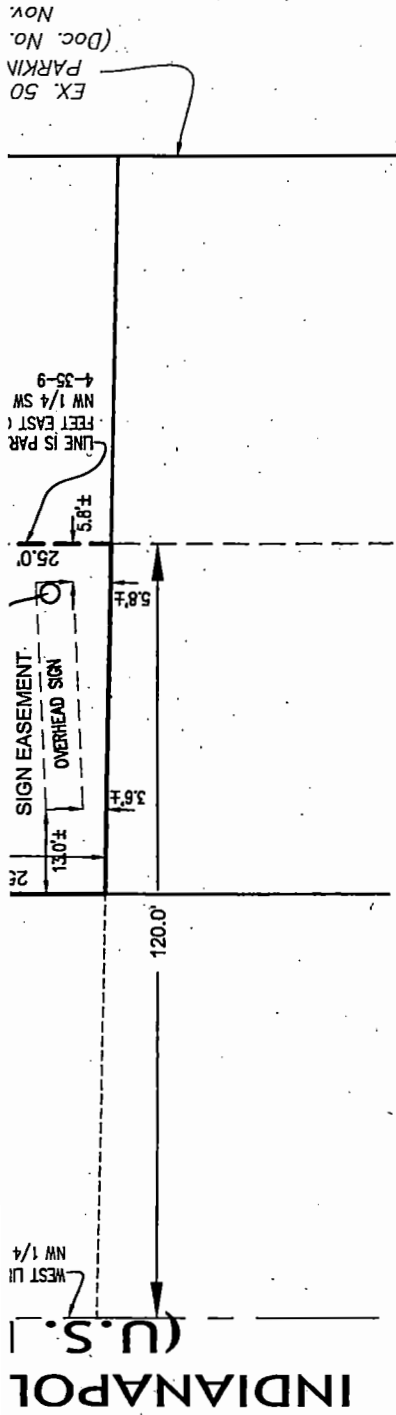
250.0'

NORTH LINE OF THE S. 25' OF  
THE N. 250' OF THE NW 1/4 SW  
1/4 NW 1/4 OF SEC. 4-35-9

300.04'

THE AND 120.00  
WEST LINE OF THE  
1/4 OF SEC.

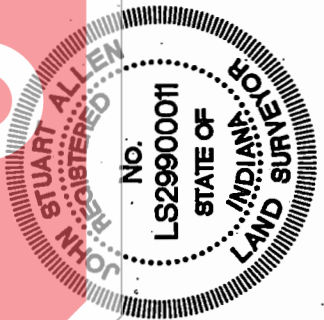
DWAY &  
SEMENT  
014, Dated  
(975)



**THIS IS NOT A BOUNDARY SURVEY**  
 This is to certify that this description and drawing was prepared by this office under my supervision from deeds, record data from prior surveys, and/or other information furnished by others. There may be other documents of record that would affect this parcel, but were not provided. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. The undersigned assumes no liability for erroneous information furnished by others. Owner assumes responsibility for transfer of property and recordation thereof, upon accepting above description and drawing.

*John Stuart Allen*  
 Registered Land Surveyor No. LS29900011

CLIENT: VIEW OUTDOOR ADVERTISING  
 SCALE: 1 IN. = 80 FT. JOB: 2015-0593  
 DATE: 10/9/2015 DRAWN: AJF  
 FIELD BOOK:      PAGE:       
 REVISED ON:      BY:       
 FIELD BOOK:      PAGE:      FILE:     



JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

Z:\S04 T35 R09 Corrected\dwg\2015-0593.dwg 10/12/2015 10:46:11 AM CDT

CAUTION: THIS REPORT IS INTENDED FOR USE ONLY BY TITLE INSURANCE COMPANIES AND LENDERS, OR OTHER PARTIES SPECIFICALLY NAMED HEREON. THIS REPORT IS NOT A PROPERTY SURVEY AND NO PROPERTY CORNER MARKERS WERE SET. NO LIABILITY WILL BE ASSUMED FOR THE USE OF ANY DATA HEREIN FOR CONSTRUCTION OF NEW IMPROVEMENTS OR FENCES. NOTE: ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THIS REPORT.

TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

**PARCEL 7**

That part of Lot 1, Omni 41, First Addition to the Town of Schererville as recorded in Plat Book 77, page 76, in the Office of the Recorder of Lake County, Indiana, lying West of the following described line: commencing at the Northwest corner of said Lot 1, said corner being 180.00 feet East of the West line of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana measured by parallel lines; thence South parallel with and 180.00 feet East of said West line, a distance of 300.04 to a point 300.00 feet South of the North line of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 4, thence West parallel with and 300.00 feet South of said North line 60.00 feet to the Point of Beginning, said point being 120.00 feet East of said West line; thence South parallel with and 120.00 feet East of the said West line, a distance of 260.04 feet to a point 560.00 feet South of the said North line, said point being the Point of Terminus of this description, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

**PARCEL 8**

The South 50.00 feet of the North 610.00 feet of the West 120.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

**PARCEL 9**

The West 120.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM the North 610.00 feet thereof and that part taken by the State of Indiana for Right of Way.

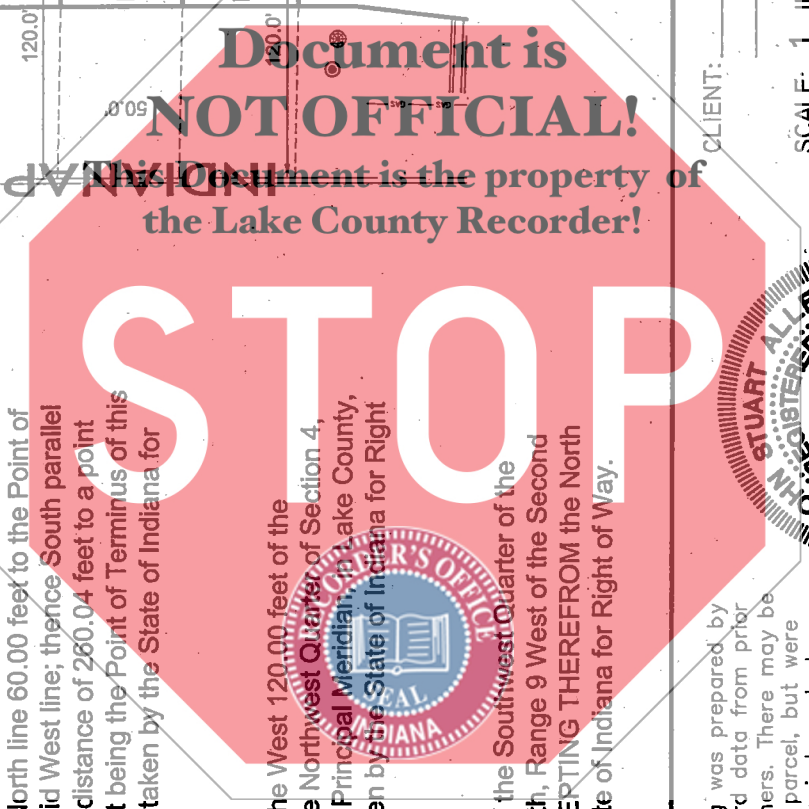
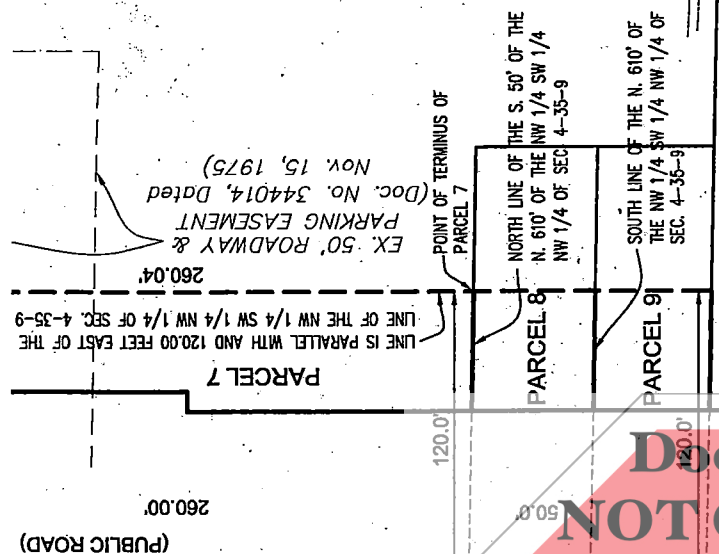
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*John Stuart Allen*  
John Stuart Allen

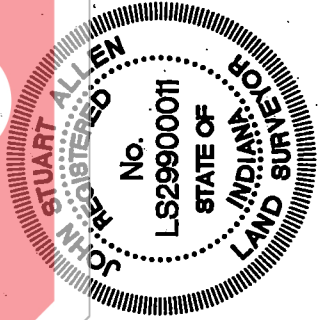
JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

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INDIANAPOLIS BOULEVARD (PUBLIC ROAD)



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# TORRENGA SURVEYING, LLC

TEL NO.: (219) 836-8918  
FAX NO.: (219) 836-1138  
WEB: WWW.TORRENGA.COM

907 RIDGE ROAD  
MUNSTER, IN 46321

PROFESSIONAL LAND SURVEYORS

## PLAT OF LEGAL DESCRIPTION

### LEGAL DESCRIPTIONS OF VISIBILITY AREA

#### PARCEL 1

The North 50.00 feet of the West 120.00 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING THEREFROM that part taken by the State of Indiana for Right of Way.

#### PARCEL 2

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#### PARCEL 3

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#### PARCEL 4

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#### PARCEL 6

