



Doc# 1718713060 Fee \$76.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/06/2017 12:53 PM PG: 1 OF 6

This instrument prepared by and after recording please mail to:

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

Sign Easement Agreement and Declaration of Restrictions

This Sign Easement Agreement and Declaration of Restrictions ("**Agreement**") is made by and between Roy and Margaret Berryman, (hereinafter referred to jointly 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 the Cook County, Illinois, commonly described as:

19580 Stony Island Ave, Lynwood, IL - PIN # 32-11-203-009-0000

which property is depicted on Exhibit A attached hereto and made a part hereof under the heading "VICINITY MAP AND SITE LOCATION SURVEY" and as legally described on Exhibit A by the legal description thereon which is labeled as "PARENT PARCEL LEGAL DESCRIPTION: (19850 STONY ISLAND AVENUE)" (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 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 Grantor's Property: 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

CT 17550368000 UFE MTM 1041

S
P
S
S
INT

UNOFFICIAL COPY

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.

2. Location of Sign Area. The **Sign Area** shall be as legally described on Exhibit A hereto as "LEGAL DESCRIPTION: (19850 STONY ISLAND AVENUE) EASEMENT SIGN AREA" and as depicted on Exhibit A under the title "SIGN AREA EASEMENT".

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. Covenants of Grantor. Grantor covenants and agrees that it will allow no improvement or natural condition on Grantor's Property to obscure any sign in the Sign Area from the adjacent streets. In the event of a breach of the foregoing covenant, Grantee may, at its option, and at Grantor's expense, trim, cut or otherwise remove any such improvement or natural condition which, in Grantee's opinion, obscures the visibility of any sign in the Sign Area from the adjacent streets. 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 Grantor's Property to the Sign Area to which Grantee has connected wires or pipes.

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.

10. Release and Waiver of Homestead Exemption. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the 14th day of June, 2017.

GRANTOR:

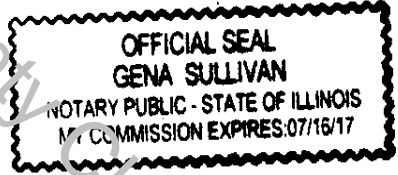
Roy Berryman
Roy Berryman

Margaret Berryman
Margaret Berryman

STATE OF ILLINOIS)
)
)
COUNTY OF ~~COOK~~)

Before me, a Notary Public, on this 14th day of June, 2017, personally appeared Roy Berryman and Margaret Berryman, husband and wife, and acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions, including the waiver and release of the right of homestead.

Genia Sullivan
Notary Public in and for the State of Illinois



GRANTEE:
View Outdoor Advertising, LLC

By: _____
Its: _____

STATE OF INDIANA)
)
)
COUNTY OF LAKE)

Before me, a Notary Public, on this _____ day of _____, 20____, personally appeared _____ 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.

Notary Public in and for the State of Indiana

Name: _____
Resident County: _____

UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the ____ day of June, 2017.

GRANTOR:

Roy Berryman

Margaret Berryman

STATE OF ILLINOIS)

COUNTY OF COOK)

Before me, a Notary Public, on this ____ day of June, 2017, personally appeared Roy Berryman and Margaret Berryman, husband and wife, and acknowledged the execution of the foregoing Sign Easement Agreement and Declaration of Restrictions, including the waiver and release of the right of homestead.

Notary Public in and for the State of Illinois

GRANTEE:

View Outdoor Advertising, LLC

By: WMA CORP., ITS MANAGER

By: AW

Its: Secretary

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public, on this 19th day of June, 2017, personally appeared Jason Weisler, Secretary or 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.

Rachael R. Lambie
Notary Public in and for the State of Indiana

Name: Rachael R. Lambie
Resident County: Lake



UNOFFICIAL COPY

EXHIBIT A

(SEE ATTACHED)

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

907 RIDGE ROAD
MUNSTER, IN 46321

UNOFFICIAL COPY

TORRENZA ENGINEERING, INC.

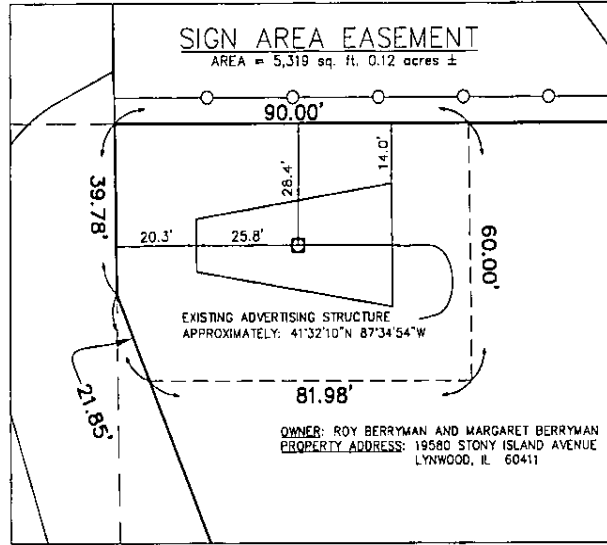
TEL NO.: (219) 838-8918
FAX NO.: (219) 838-1138
website: www.torrenza.com

CIVIL ENGINEERING & LAND SURVEYING

PLAT OF LEGAL DESCRIPTION

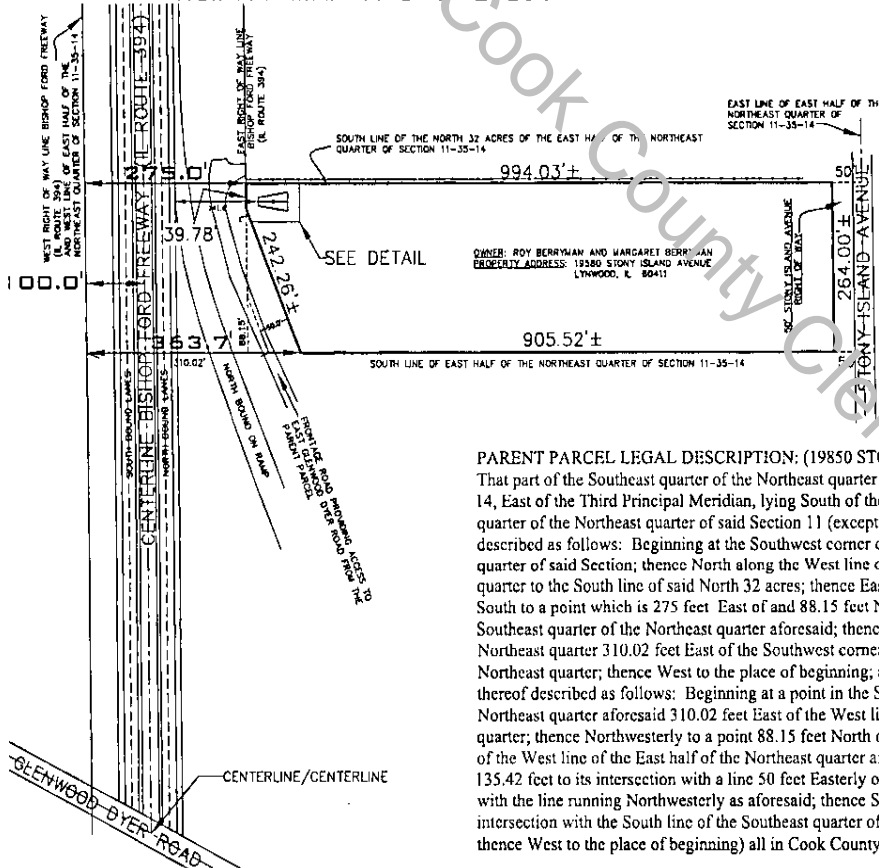
LEGAL DESCRIPTION: (19850 STONY ISLAND AVENUE)
EASEMENT "SIGN AREA":

The West 90.00 feet of the North 60.00 feet of that part of the following described parcel lying East of the West Right of Way line of the Bishop Ford Freeway described as follows: that part of the Southeast quarter of the Northeast quarter of Section 11, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of the North 32 acres of the said Southeast quarter of the Northeast quarter of said Section 11 (excepting from said Tract that part thereof described as follows: Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter of said Section; thence North along the West line of said Southeast quarter of the Northeast quarter to the South line of said North 32 acres; thence East along said South line 275.00 feet; thence South to a point which is 275.00 feet East of and 88.15 feet North of the Southwest corner of the Southeast quarter of the Northeast quarter aforesaid; thence to a point on the South line of said Northeast quarter 310.02 feet East of the Southwest corner of said South East quarter of the Northeast quarter; thence West to the place of beginning; and excepting from said tract that part thereof described as follows: Beginning at a point in the South line of the Southeast quarter of the Northeast quarter aforesaid 310.02 feet East of the West line of the East half of said Northeast quarter; thence Northwesterly to a point 88.15 feet North of said South line on a line 275.00 feet; East of the West line of the East half of the Northeast quarter aforesaid; thence North along said line 135.42 feet to its intersection with a line 50.00 feet Easterly of measured at right angles to, and parallel with the line running Northwesterly as aforesaid; thence Southwesterly along said line to its intersection with the South line of the Southeast quarter of the Northeast quarter aforesaid; and thence West to the place of beginning) all in Cook County, Illinois.



DETAIL: 1" = 30'

VICINITY MAP AND SITE LOCATION SURVEY



PARENT PARCEL LEGAL DESCRIPTION: (19850 STONY ISLAND AVENUE)
That part of the Southeast quarter of the Northeast quarter of Section 11, Township 35 North, Range 14, East of the Third Principal Meridian, lying South of the North 32 acres of the said Southeast quarter of the Northeast quarter of said Section 11 (excepting from said tract that part thereof described as follows: Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter of said Section; thence North along the West line of said Southeast quarter of the Northeast quarter to the South line of said North 32 acres; thence East along said South line 275 feet; thence South to a point which is 275 feet East of and 88.15 feet North of the Southwest corner of the Southeast quarter of the Northeast quarter aforesaid; thence to a point on the South line of said Northeast quarter 310.02 feet East of the Southwest corner of said South East quarter of the Northeast quarter; thence West to the place of beginning; and excepting from said tract that part thereof described as follows: Beginning at a point in the South line of the Southeast quarter of the Northeast quarter aforesaid 310.02 feet East of the West line of the East half of said Northeast quarter; thence Northwesterly to a point 88.15 feet North of said South line on a line 275 feet; East of the West line of the East half of the Northeast quarter aforesaid; thence North along said line 135.42 feet to its intersection with a line 50 feet Easterly of measured at right angles to, and parallel with the line running Northwesterly as aforesaid; thence Southwesterly along said line to its intersection with the South line of the Southeast quarter of the Northeast quarter aforesaid; and thence West to the place of beginning) all in Cook County, Illinois.

EXPLANATION: No dimensions should be assumed by scale measurements upon the plat. All dimensions are given in feet and decimal parts thereof.

STATE OF INDIANA }
COUNTY OF LAKE } SS.

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORDS AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY.

TORRENZA ENGINEERING, INC.

Gary P. Torrenza

GARY P. TORRENZA - Registered Professional Engineer
Number 18776 and Land Surveyor Number S0514



SCALE: 1 IN. = 200 FT.
DATE: 6-1-2017 REV.:
FLD. BK.: PC DRAWN: JSA

PREPARED FOR: View Outdoor Advertising
JOB: 2017-0178 FILE NO.: 31499

NOTE: Contractors or builders should be notified to carefully test and compare on the ground the points, measurements, etc., as noted in this certificate, with the stakes, points, etc., given on the property, before building on the same, and AT ONCE report any seeming or apparent differences between the same to the surveyor, that misunderstanding, displacements of points, etc., may be corrected before damage is done.