

CURVE DATA

RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
7062.03'	40.00'	20.00'	40.00'	S 49°21'09" W

WY. 24 (200' R/W)

R/W

WAYNE GRIGSBY
D.R. 265, PAGE 395

0.21± ACRES
(SIGN ACCESS EASEMENT #3)
WAYNE GRIGSBY
D.R. 265, PAGE 395

0.04± ACRES
(SIGN EASEMENT #3)
WAYNE GRIGSBY
D.R. 265, PAGE 395

OHMITE MANUFACTURING CO. INC.
D.R. 259, PAGE 643

SIGN EASEMENT #3

P.O.B. (SIGN EASEMENT #3)

S 00°38'24" W - 457.65' (SIGN ACCESS EASEMENT #3)

N 00°38'24" E - 475.23' (SIGN ACCESS EASEMENT #3)

N 00°38'24" E - 515.23' (SIGN EASEMENT #3)

P.O.B. (SIGN ACCESS EASEMENT #3)

S 89°27'09" E - 20.00'
(SIGN ACCESS EASEMENT #3)

N 00°38'24" E
40.00'
(SIGN ACCESS EASEMENT #3)

S 89°27'09" E - 3746.73'

FLAXMILL ROAD

NOTES:

EXHIBIT A

LEGAL DESCRIPTION

SIGN EASEMENT #3

A TRACT OF LAND LOCATED IN TRACT 6 OF THE RESERVE OF TEN SECTIONS, TOWNSHIP 28 NORTH, RANGE 9 EAST, IN HUNTINGTON COUNTY, THE STATE OF INDIANA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE LOCATION OF STONE #13 AS SHOWN IN SURVEY "H", PAGE 272, MARKED BY A PK NAIL FOUND THIS SURVEY; THENCE S 89°27'09"E (*), ALONG THE CENTER LINE OF FLAXMILL ROAD, FOR 3746.73 FEET; THENCE N 00°38'24"E, ALONG THE EAST LINE OF A TRACT OF LAND CONVEYED TO WAYNE GRIGSBY PER HUNTINGTON COUNTY DEED RECORD BOOK 265, PAGE 395 AND THE SOUTHERLY PROLONGATION OF SAID LINE, FOR 515.23 FEET TO THE POINT OF BEGINNING MARKED BY A REBAR SET THIS SURVEY; THENCE N 40°43'31"W FOR 40.00 FEET TO A REBAR SET THIS SURVEY AT THE BEGINNING OF A NON-TANGENT CURVE THAT IS CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 7062.03 FEET AND TO WHICH A RADIAL LINE BEARS N 40°29'07"W; THENCE SOUTHWESTERLY 40.00 FEET ALONG SAID CURVE AND ALSO BEING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY OF US #24 THROUGH A CENTRAL ANGLE OF 00°19'28" TO A REBAR SET THIS SURVEY; THENCE S 40°43'31"E FOR 40.00 FEET TO A REBAR SET THIS SURVEY; THENCE N 49°16'29"E FOR 40.00 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 0.04 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL PUBLIC ROAD RIGHT-OF-WAYS AND ALL OTHER EASEMENTS OF RECORD. THE ABOVE DESCRIBED TRACT OF LAND IS TO BE BENEFITTED BY THE FOLLOWING ACCESS EASEMENT A TRACT OF LAND LOCATED IN TRACT #6 OF THE RESERVE OF TEN SECTIONS, TOWNSHIP 29 NORTH, RANGE 9 EAST, IN HUNTINGTON COUNTY, THE STATE OF INDIANA, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE LOCATION OF STONE #13 AS SHOWN ON SURVEY "H", PAGE 272, MARKED BY A PK NAIL FOUND THIS SURVEY; THENCE S 89°27'09"E (*), ALONG THE CENTER LINE OF FLAXMILL ROAD, FOR 3746.73 FEET; THENCE N 00°38'24"E FOR 40.00 FEET TO THE POINT OF BEGINNING MARKED BY A REBAR SET THIS SURVEY; THENCE CONTINUING N 00°38'24"E, ALONG THE EAST LINE OF A TRACT OF LAND CONVEYED TO WAYNE GRIGSBY PER HUNTINGTON COUNTY DEED RECORD BOOK 265, PAGE 395, FOR 475.23 FEET TO A REBAR SET THIS SURVEY; THENCE S 49°16'29"W, ALONG A PORTION OF THE SOUTH LINE OF THE ABOVE DESCRIBED SIGN EASEMENT #3, FOR 26.65 FEET TO A REBAR SET THIS SURVEY; THENCE S 00°38'24"W, PARALLEL TO THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO GRIGSBY, FOR 457.65 FEET TO A REBAR SET THIS SURVEY; THENCE S 89°27'09"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF FLAXMILL ROAD, FOR 20.00 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 0.21 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL PUBLIC ROAD RIGHT-OF-WAYS AND ALL OTHER EASEMENTS OF RECORD.

AGREEMENT ESTABLISHING PERMANENT EASEMENT

Wayne S. Grigsby, also known as Wayne Grigsby, an individual residing in Allen County, Indiana, ("Grantor"), for and in consideration of one hundred dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, and transfer and set over to Wayne S. Grigsby and Joelle L. Grigsby, husband and wife, and their successors, heirs, personal representatives and assigns hereinafter referred to as ("Grantee") the following easement:

- A. A permanent and perpetual exclusive easement for the construction, erection, repair, modification, alteration, maintenance, replacement, rental, use and inspection of a sign structure of such type, size and quantity as Grantee and it's successors and assigns may determine or desire from time to time hereinafter over and upon and within that certain real estate located in Huntington County, Indiana, owned by Grantor, and which is designated Sign Easement and legally described on Exhibit "A" attached hereto and incorporated herein by reference: the ("Real Estate").
- B. A permanent and perpetual non-exclusive Access Easement for the benefit of the Grantee, it's employees, agents, successors and assigns to travel on and over any part or all of the Real Estate designated Access Easement for access, ingress, egress and other purposes, by vehicles, equipment and other means to and from the Real Estate and any adjacent realty, streets, highways and easement areas for the purpose of Grantee exercising it's easement rights set forth in subparagraph A above. Grantor may provide acceptable alternate access to Grantee and use this Access Easement for other purposes. The acceptability of such alternate access will be at the sole discretion of Grantee.
- C. A permanent easement on and over the Real Estate, both the Sign Easement and Access Easement, for the benefit of Grantee, it's employees, agents, successors and assigns, for the use, installation,

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**AUDITOR
HUNTINGTON COUNTY, IN**

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construction, repair, replacement and maintenance of electric utility facilities, poles, wires, conduits and equipment to service and supply the needs and desires of Grantee and its successors and assigns with respect to the sign structure to be maintained by Grantee pursuant to paragraph A above.

- D. Grantor shall not perform any act or permit the performance of any act which will limit, interfere with or prohibit the use of any easements, rights or privileges granted to Grantee hereunder at any time or times. The permanent easements and property interests granted to Grantee pursuant to this Grant of Easement may be transferred, conveyed and assigned by Grantee, its successors and assigns from time to time and shall be governed by the laws of the state of Indiana.
- E. Grantor warrants that he has good and indefeasible fee simple title to the Real Estate subject only to such other easements and restrictions that do not interfere with the rights granted and conveyed to Grantee hereunder. All burdens of this Grant of Easement run with the land and are binding upon the successors, assigns, tenants, heirs, and personal representatives of the Grantor.
- F. If any part of this agreement is deemed invalid, it shall not invalidate any other portion of the ("Agreement"), which shall remain in full force and effect. A memorandum of this Agreement or the entire Agreement may be Recorded with the Huntington County Recorder's Office.
- G. For ease of locating the easement area(s) on the parcel, a plot plan is included as Exhibit "B" and incorporated herein by reference.
- H. Grantor represents and warrants that Grantor is the OWNER of the premises above described, with full right and authority to grant this Easement and covenants that no part of the premises above described or any adjoining premises owned or controlled by Grantor shall be used for advertising purposes by anyone except by Grantee or in a manner which will not obstruct or compete with any advertising signs or devices of Grantee. Grantor guarantees that Grantee shall have free access to and use of any part of the Easement Real Estate or any structure thereon as may be deemed necessary by Grantee or its assigns to hang scaffolds, or construct, post, paint, illuminate, repair or remove its advertisements and structures.
- I. All structures, materials and equipment placed upon said premises by Grantee or its assigns shall always remain Grantee or its assign's

personal property and may be removed by Grantee or its assigns at any time. If Grantee's sign structures and equipment are relocated on or removed from said premises as a result of any condemnation or eminent domain proceedings, Grantee shall be entitled to receive payment for the loss of its Easement interest and all costs of removal and relocation of its signs, structures and devises from any corporation or governmental division asserting such right of condemnation or eminent domain.

- J. The most recent deed of record for the property this Easement affects was recorded at Deed Record 265 page 395 in the Office of the Recorder of Huntington County, Indiana.
- K. Grantor warrants and affirms that Grantor's adjacent real estate, conveyed by deed recorded at Deed Record 265, page 395, Huntington County Recorder, will not have any advertising sign erected or located upon it advertising anything other than a business located upon said real estate, other than the sign(s) pursuant to this Agreement Establishing Permanent Easement and another Agreement Establishing Permanent Easement between the same parties of this date.



 Wayne Grigsby Grantor

April 13, 1999.

STATE OF INDIANA)
) SS:
 COUNTY OF HUNTINGTON)

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of April, 1999, personally appeared Wayne Grigsby, and acknowledged the execution of the foregoing "AGREEMENT ESTABLISHING PERMANENT EASEMENTS" to be a voluntary act and deed. Witness my hand and notarial seal.

My Commission Expires:
April 23, 2000

Yvette Carpenter
Notary Public
Printed Yvette Carpenter
County of Residence Huntington, Indiana



This instrument prepared by: Charles D. Bash, Attorney, 803 S. Calhoun St., Suite 500,
Fort Wayne, IN 46802