

42774

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LAWYERS TITLE INS. CORP.
7835 BROADWAY
MERRILLVILLE, IN 46410

FILED

Taco Bell Corp.
16808 Armstrong Avenue
Irvine, California 92714-4936

FEB 25 1987

Attn: Real Estate Services
PI-435 Schererville, IN

903997

RICHARD J. BEASTOCK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
FEB 27 9 25 AM '87
FILED FOR RECORDING
LAKE COUNTY, INDIANA 46307

RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November 1986, between TACO BELL CORP., a California Corporation ("Taco Bell") with principal offices located at 16808 Armstrong Avenue, Irvine, California 92714 and Lake County Trust CO. ("Trust") with principal offices located at 2200 N. Main Street, Crown Point, IN 46307.

WITNESSETH: 13-112-16

WHEREAS, Taco Bell is leasing that certain property located in Lake County, Indiana, being more particularly described on Exhibit "A" and hereinafter referred to as Parcel 1;

WHEREAS, Lake County Trust Co., as Trustee for the beneficiaries under trust agreement dated September 11, 1968, known as Trust No. 1437, who are the owners in fee of all that certain property located in Lake County, Indiana, being more particularly described on Exhibits "A" and "B", and hereinafter referred to as Parcels 1 and 2;

WHEREAS, the parties desire to create certain access, drainage and utility easements over, upon and across a portion of their respective parcels, said easement areas being more particularly described on attached exhibits and referred to as hereafter set forth.

NOW, THEREFORE, for and in consideration of mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Taco Bell hereby grants to Trust a reciprocal and non-exclusive easement, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress to and from any driveways, over, across and upon Parcel 1.
2. Trust hereby grants to Taco Bell, a reciprocal and non-exclusive easement, right and privilege of passage and use, both pedestrian and vehicular for ingress and egress to and from all existing and future driveways, over, across and upon Parcel 2, which may from time to time be necessary, except that portion of Parcel 2 demised to White Castle Restaurants under lease dated July 15, 1986.
3. Trust hereby grants to Taco Bell a non-exclusive easement, right and privilege for surface water drainage on, over and across portions of Parcel 2, as may from time to time be necessary.
4. Trust also hereby grants to Taco Bell, an easement for construction, installation and maintenance of electrical and telephone utilities to the leased premises over and across Parcel 2 as more particularly described in Exhibit "C".

DATE: 2/13/87
DATE: 1-14-87

1363

Handwritten initials and numbers: 2/14/87

5. Trust hereby grants Taco Bell a temporary construction easement for slope, as more particularly described in Exhibit "D", attached hereto and incorporated herein by reference.

6. Trust hereby grants Taco Bell a 10 foot permanent storm sewer easement, and a 20 foot temporary easement for construction of said storm sewer, as set forth in Exhibit "E", attached hereto and incorporated herein by reference.

7. Trust further grants Taco Bell an easement for construction, maintenance and repair of a sanitary sewer over, across and upon Parcel 2 described in Exhibit B as may from time to time be necessary.

8. The easements, rights and privileges hereinbefore granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct of business at any time existing on Parcel 1 and/or 2, and the parties agree that any parking facilities located on Parcel 1 shall be for the exclusive use and benefit of any business operations conducted thereon, and any parking facilities located on Parcel 2 shall be for the exclusive use and benefit of any business operations conducted thereon. In the construction, installation and maintenance of electrical and utilities over and across the easement granted in Exhibit "C" hereunder, Taco Bell shall use its best efforts to keep the entrance to the shopping center open to at least one-half of the entrance at all times so as not to unduly impede the flow of traffic.

9. The parties agree that no barriers, fences, curbs, walls, ditches, barricades or other structures will be erected on, along or adjacent to the common boundary line between Parcel 1 and Parcel 2, except for the sloped area and curbs as set by Taco Bell for control of traffic to and from Parcel A, so as to burden or interfere with, impede, slow, divert or in any way prevent vehicular and pedestrian traffic from freely passing across Parcel 1 to Parcel 2, or from Parcel 2 to Parcel 1. This Agreement is not to be construed as being intended to prevent further or additional development on or use of Parcel 1 or 2 from time to time.

10. The parties agree to at all times during the duration of this easement, maintain their respective parcels affected by this easement in a state of good repair and in a safe, clean and sanitary condition free of accumulated debris, water and other obstructions or hazards.

11. The easement, covenants and provisions contained in this Agreement shall ~~constitute covenants running with the land,~~ and shall inure to the benefit of, and be binding upon Taco Bell Corp. and Lake County Trust and all future owners of all or any portion of Parcels 1 and 2 and their respective heirs, successors and assigns, and any and all persons claiming under them, for so long as Taco Bell, or its successors or assigns continues to lease Parcel 1 or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

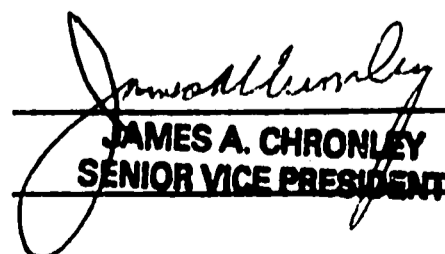
LAKE COUNTY TRUST CO.
as Trustee for Trust Agreement
dated September 11, 1968, known
as Trust No. 1437

TACO BELL CORP.
A California Corporation

DATE:
2/13/89
DATE:
1-14-8

BY:

SEE SIGNATURE PAGE ATTACHED


JAMES A. CHRONLEY
SENIOR VICE PRESIDENT

APPROVED AS TO
FORM & CONTENT 

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and attested by its Assistant Secretary this 1st, day of December, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated Sept. 11, 1968 and known as Trust No. 1437.

BY: Donna LaMere
Donna LaMere, Vice President and Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed Assistant Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Witness my hand and seal this 1st day of Decmeber, 19 86.

Angeline Bravos
Angeline Bravos -Notary Public

Resident: Lake County, Indiana

My Commission Expires:
May 15, 1989

LEGAL DESCRIPTION; TACO BELL PARCEL

A PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPLE MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION POINT OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY #30 AS PRESENTLY LAID OUT EXTENDED WEST; THENCE SOUTH 89° 32' 21" EAST 77.4 FEET MORE OR LESS TO A 3/4" I.D. IRON PIPE SET THIS SURVEY, BEING THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY #30; THENCE ON THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY #30; (1) SOUTH 89° 32' 21" EAST 74.00 FEET; (2) NORTH 85° 26' 52" EAST 137.32 FEET; (3) SOUTH 89° 32' 21" EAST 14.20 FEET; THENCE NORTH 0° 27' 39" EAST 132.00 FEET; THENCE SOUTH 85° 26' 52" WEST 167.00 FEET; THENCE SOUTH 45° 05' 08" WEST 83.47 FEET; THENCE SOUTH 0° 27' 39" WEST 70.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.633 ACRES MORE OR LESS.

EXHIBIT "A"

All that part lying North of the center line of U.S. 30 known as Lincoln Highway of the following described tract: North part of the East half of the East half of the Northeast quarter of Section 17, Township 35 North, Range 9 West of the Second P.M., more particularly described as follows: Commencing at an iron pipe on the West right of way line of State Road #41 at a point 46.05 feet West of the Northeast corner of said Section 17, thence West on the North line a distance of 613.25 feet, to an iron pipe at the Northwest corner of said East half of the East half of the said Northeast quarter thence South along said West line of aforesaid mentioned East half of the East half of said Northeast quarter, a distance of 1460.87 feet, to an iron pipe in the South right of way line of the Old Chicago and Joliet Road; thence Southeasterly along said last mentioned road a distance of 589.15 feet, to an iron pipe in the Westerly right of way line of said State Road #41, thence Northeasterly along the Westerly right of way line of said State Road #41 a distance of 1501.01 feet to the place of beginning, excepting therefrom the right of way 80 feet in width, embraced in State Road #30 (known as Lincoln Highway) and returns both in the Northwest and Southwest intersections as existing on the 2nd day of December 1941 of State Roads #41 and #30, originally acquired by the State of Indiana Highway Commission for intercepting roadway, but since and on the 2nd day of December, 1941 removed the area hereby conveyed clear of highways and latter mentioned return, containing and embracing 17.21 acres.

LEGAL DESCRIPTION: ELECTRICAL & TELEPHONE EASEMENT
10 FOOT PERMANENT & 20 FOOT TEMPORARY EASEMENT

A PARCEL OF LAND IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION POINT OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30; AS PRESENTLY LAID OUT, EXTENDED WEST; THENCE SOUTH 89° 32' 21" EAST 77.4 FEET MORE OR LESS TO A 3/4" I.D. IRON PIPE SET THIS SURVEY, SAID IRON PIPE BEING ON THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U.S. HIGHWAY #30; THENCE NORTH 0° 27' 39" EAST 70.00 FEET; THENCE NORTH 45° 05' 08" EAST 25.00 FEET TO THE CENTER LINE OF THE 10 FOOT PERMANENT EASEMENT AND THE 20 FOOT TEMPORARY CONSTRUCTION EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF SAID EASEMENTS; THENCE SOUTH 72° 29' 28" WEST 100.00 FEET TO THE TERMINUS POINT. THE SIDE LINES OF SAID EASEMENTS ARE TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE AT WEST BOUNDARY LINE OF THE TACO BELL PARCEL.

LEGAL DESCRIPTION: 20 FOOT TEMPORARY CONSTRUCTION EASEMENT FOR SLOPE

A PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION POINT OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30; AS PRESENTLY LAID OUT EXTENDED WEST; THENCE SOUTH 89° 32' 21" EAST 77.4 FEET MORE OR LESS TO A 3/4" I.D. IRON PIPE SET THIS SURVEY, SAID POINT BEING ON THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30; THENCE ON THE FOLLOWING THREE (3) COURSES ALONG THE NORTH RIGHT-OF-WAY OF U. S. HIGHWAY #30: (1) SOUTH 89° 32' 21" EAST 74.00 FEET; (2) NORTH 85° 26' 52" EAST 137.32 FEET; (3) SOUTH 89° 32' 21" EAST 14.20 FEET; THENCE NORTH 0° 27' 39" EAST 132.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING NORTH 0° 27' 39" EAST 20.08 FEET; THENCE SOUTH 85° 26' 52" WEST 129.10 FEET; THENCE SOUTH 31° 57' 44" WEST 24.88 FEET; THENCE NORTH 85° 26' 52" EAST 142.12 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"



LEGAL DESCRIPTION: STORM SEWER EASEMENT
10 FOOT PERMANENT & 20 FOOT TEMPORARY
CONSTRUCTION EASEMENT

A PARCEL OF LAND IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION POINT OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17 AND THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30; AS PRESENTLY LAID OUT, EXTENDED WEST; THENCE SOUTH 89° 32' 21" EAST 77.4 FEET MORE OR LESS TO A 3/4" I.D. IRON PIPE SET THIS SURVEY, SAID IRON PIPE BEING ON THE NORTH 45 FOOT RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30; THENCE NORTH 0° 27' 39" EAST 70.00 FEET; THENCE NORTH 45° 05' 08" EAST 83.47 FEET TO THE CENTER LINE OF THE 10 FOOT PERMANENT AND 20 FOOT TEMPORARY CONSTRUCTION EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 31° 57' 44" EAST 42.00 FEET TO THE TERMINUS POINT OF THE 10 FOOT PERMANENT EASEMENT AND NORTH 31° 57' 44" EAST 47.00 FEET TO THE TERMINUS POINT OF THE 20 FOOT TEMPORARY CONSTRUCTION EASEMENT. THE SIDE LINES OF SAID EASEMENTS ARE TO LENGTHEN OR SHORTEN AND TERMINATE IN THE NORTH AND WEST BOUNDARY LINES OF THE TACO BELL PARCEL.