

91052006

**FIRST ASSEMBLY OF GOD CHURCH
PARKING EASEMENT**

This EASEMENT GRANT is made between FIRST ASSEMBLY OF GOD CHURCH (hereinafter referred to as "the grantor") and BI-STATE FOOD SYSTEMS, INC. d/b/a HARDEES or NOMINEE (hereinafter referred to as "the grantee").

The following recitals of fact are a material part of this instrument:

A. The grantor is the owner of a tract of land described as follows and hereafter referred to as "Parcel I":

ADDRESS OF PROPERTY: 1611 Northview Drive, Lowell, Indiana
DESCRIPTION OF PROPERTY: Parcel #1(a) - Lots 1 and 2, Eastdale Estates Unit #1, being a subdivision in the Town of Lowell, as shown in Plat Book 36 Page 64, Lake County, Indiana.

and

Parcel #2(a) - Part of Outlot "C", Eastdale, more particularly described as follows: Commencing at the Northeast Corner of Lot 1, Eastdale Estates Unit #1; thence South 89°43'30" East, 69.23 feet; thence South 0°24' East, 180 feet; thence North 89°43'30" West, 65.60 feet; thence westerly along a curve to the right with a radius of 379.51 feet, 71.92 feet to the Southeast corner of Lot 2 Eastdale Estates #1; thence North 21°02' East, 185.24 feet to point of beginning, in the Town of Lowell as shown in Plat Book 33 Page 54, in the Office of the Recorder of Lake County, Indiana, excepting therefrom the East 23 feet thereof.

B. The grantee is the owner of a tract of land described as follows and hereafter referred to as "Parcel II":

Part of the Northwest Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., and part of Outlot "C", in Eastdale as Recorded in Plat Book 33, Page 54, in the Office of the Recorder of Lake County, Indiana, and a part of the Southwest Quarter of Section 24, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of Said Northwest Quarter of said Section 25, that is 543.55 feet West of the Northeast corner thereof, thence South parallel to the East line of said Northwest Quarter of said Section 25, 227.93 feet, more or less, to the North line of Lot 1, in Eastdale Estates Unit 1, as recorded in Plat Book 36, Page 64, in the Office of the Recorder of Lake County, Indiana, thence Northwesterly along the North line of said Lot 1 to the center line of Eastside Drive, thence Northeasterly along the center line of Eastside Drive 167.90 feet, more or less, to the North line of said Northwest Quarter of said Section 25, thence continue Northeasterly along the center line of said Eastside Drive to the center line of State Road 2, thence East along said center line of State Road 2 to a line that is 543.55 feet West of and parallel to the East line of the Southwest Quarter of said Section 24, thence South along said parallel line to the point of beginning, in the Town of Lowell, Lake County, Indiana.

C. The grantor wishes to grant and the grantee wishes to receive an easement for parking, ingress and egress, over, under and across what part of Parcel I described as follows and hereafter referred to as "The easement premises":

Parcel #1(a) - The North 33 feet of Lot 1, Eastdale Estates Unit #1, being a subdivision in the Town of Lowell, as shown in Plat Book 36 Page 64, Lake County, Indiana.

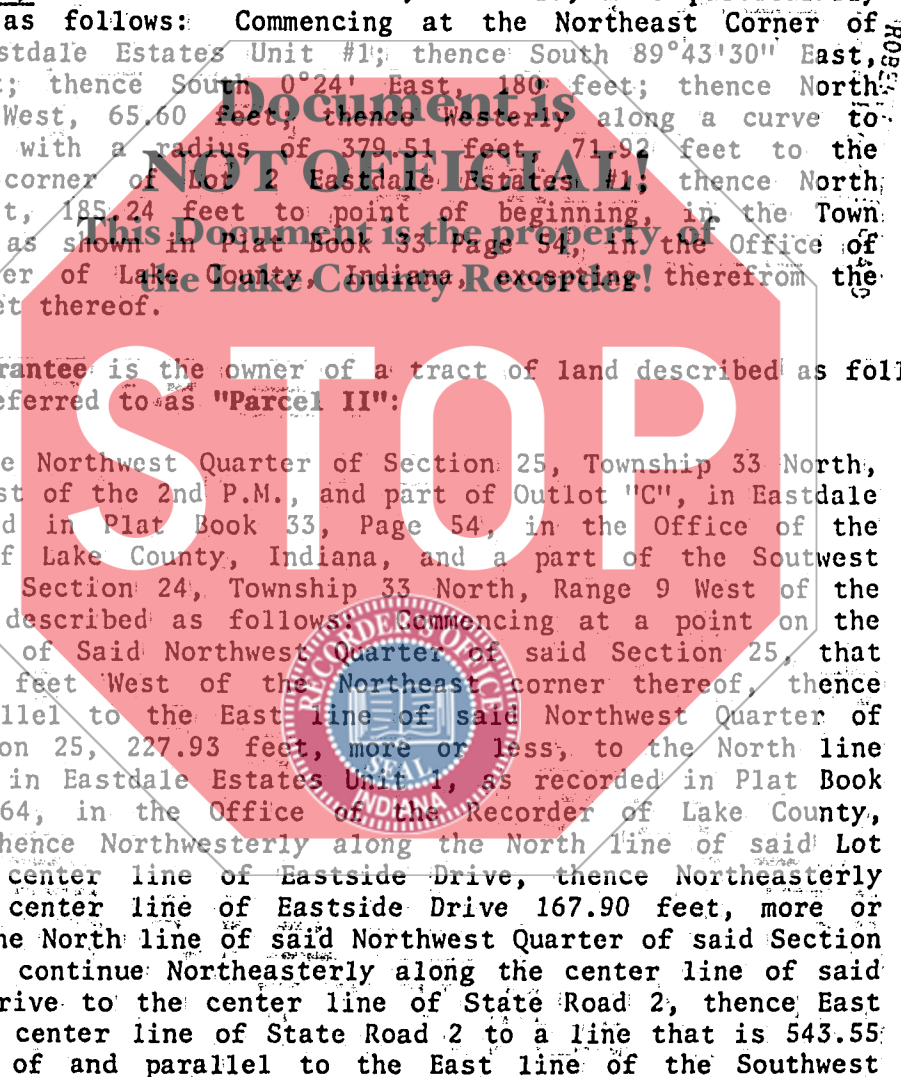
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OCT 15 1991

Anna N. Anton
AUDITOR LAKE COUNTY

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BROOKS, HANKINS, & SWIATKOWSKI, LTD.
ATTORNEYS AND COUNSELORS AT LAW
15100 SOUTH LAGRANGE ROAD
ORLAND PARK, ILLINOIS 60462

Handwritten signature

and

Parcel #2(a) - The North 72 feet of Part of Outlot "C", Eastdale, more particularly described as follows: Commencing at the Northeast corner of Lot 1, Eastdale Estates Unit #1; thence South 89°43'30" East, 69.23 feet; thence South 0°24' East, 180 feet; thence North 89°43'30" West, 65.60 feet; thence Westerly along a curve to the right with a radius of 379.51 feet, 71.92 feet to the Southeast corner of Lot 2 Eastdale Estates #1; thence North 21°02' East, 185.24 feet to point of beginning, in the Town of Lowell as shown in Plat Book 33 Page 54, in the Office of the Recorder of Lake County, Indiana, excepting therefrom the East 23 feet thereof.

D. Parcel I is presently improved with a church and church parking lot and Parcel II is to be improved with a building used for a fast food restaurant.

E. The Grantor and Grantee contemplate the construction and use of a parking lot for the mutual benefit of both the Grantor and Grantee.

Now, therefore, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF EASEMENT.** The grantor hereby grants to the grantee, his heirs and assigns, as an easement appurtenant to Parcel II, an easement for ingress and egress and parking over, under, across and on the easement premises, which shall commence August 1, 1991 and shall terminate December 31, 2011.

2. **USE OF EASEMENT PREMISES.** Use of the easement premises is not confined to present uses of Parcel II, the present buildings thereon, or present means of transportation. Exclusive use of the easement premises is not hereby granted. The right to use the easement premises, likewise for ingress or egress and parking is expressly reserved by the grantor.

3. **ADDITIONS TO DOMINANT TENEMENT.** Said easement is also appurtenant to any land that may hereafter come into common ownership with Parcel II (Hardees) aforesaid and that is contiguous to Parcel II (Hardees). (This provision only applies to land with common ownership and does not permit the grantees to allow other owners in the area sharing agreements with grantee to use the parking area.) An area physically separated from Parcel II (Hardees) but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel II (Hardees).

4. **DIVISION OF DOMINANT TENEMENT.** If Parcel II is hereafter divided into two parts by separation of ownership or by lease, both parts shall enjoy the benefit of the easement hereby created. Division of the dominant tenement into more than two parts shall be deemed an unlawful increase of burden and use of the easement may be enjoined.

5. **PARKING.** Both parties covenant that vehicles shall not be parked on the easement premises except by patrons or employees, and in designated spaces. Grantee covenants that employees will not park on the easement on Sundays between 8 A.M. to 1 P.M. and 5 P.M. to 9 P.M., and Wednesdays from 6 P.M. to 9 P.M., or during other Church functions following reasonable written notice by Grantor to Grantee.

6. **PAVING AND MAINTENANCE OF EASEMENT.** Grantee covenants to promptly improve the easement premises with an asphalt surface. Grantee further covenants to maintain the easement, including snow removal and picking up litter, and minor repair projects (less than \$500.00). Any repair to the easement premises which exceeds the sum of \$500.00 shall be by agreement and at the expense of both Grantor and Grantee in equal shares. Neither party shall order a repair for which the cost exceeds \$500.00 without written notice to the other party, except in the case of emergency.

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ATTORNEYS AND COUNSELORS AT LAW
15100 SOUTH LaGRANGE ROAD
ORLAND PARK, ILLINOIS 60462

Additionally, Grantee covenants to erect and maintain a wooden fence along the structure, which is currently used as the Parsonage, running approximately from a point in the northeast corner of the easement on Outlot "C", 72 feet in a southerly direction to a point, thence approximately 100 feet in a westerly direction along the southern edge of the easement.

7. **WARRANTIES OF TITLE.** Grantor warrants that he has good and indefeasible fee simple title to the easement premises.

8. **TITLE INSURANCE AND ESCROW.** Should grantee so desire, at his expense, he may apply forthwith for a title insurance policy insuring the easement hereby granted and grantor will make available for inspection by the title company any evidence of title in his possession.

9. **RUNNING OF BENEFITS AND BURDENS:** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

10. **TERMINATION OF COVENANT LIABILITY.** Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that the grantor herein remains liable for breaches of covenants of title set forth in Paragraph 7.

11. **ATTORNEY'S FEES.** Either party, their successors or assigns, may enforce this instrument by appropriate action and should he prevail in such litigation, he shall recover as part of his costs a reasonable attorney's fee.

12. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the grantee is carried out.

13. **NOTICE.** Grantor's address is 1601 Northview Dr., Lowell, Indiana, and grantee's address is P.O. Box 461, Watseka, Illinois 60970. Either party may lodge written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. Post Office receptacle shall be evidence of such mailing.

14. **AUTHORITY.** The undersigned represent and warrant that they are the parties duly authorized agents and that they have the authority to enter into this agreement and to bind the Grantor and Grantee, respectively.

15. **PERMITS.** Grantee shall obtain at its expense any and all permits necessary to make improvements to the easement premises. Grantor shall cooperate and execute any and all documents necessary to obtain said permits.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals this 21st day of August, 1991.

GRANTOR:

FIRST ASSEMBLY OF GOD CHURCH

By: Dennis L. Dewitt
DENNIS L. DEWITT, President
By: Billie Johnson
BILLIE JOHNSON, Secretary

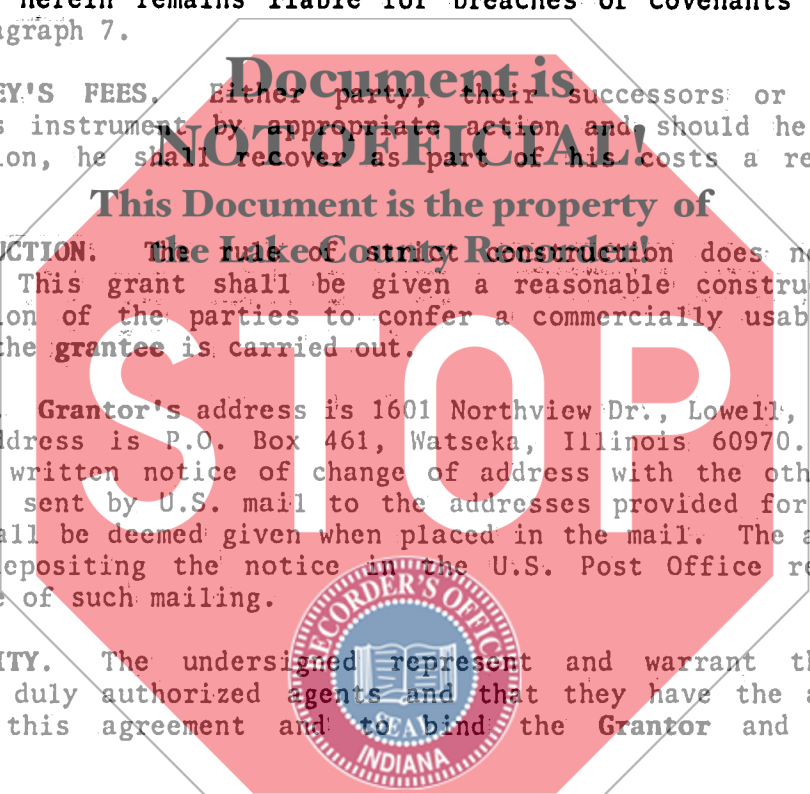
GRANTEE:

BI-STATE FOOD SYSTEMS, INC.

By: W. J. Ford Pres.
Attest: Dennis L. Dewitt

This document prepared by and MAIL TO:
BROOKS, HANKINS & SWIATKOWSKI, LTD.
15100 South LaGrange Road
Orland Park, Illinois 60462

BROOKS, HANKINS, & SWIATKOWSKI, LTD.
ATTORNEYS AND COUNSELORS AT LAW
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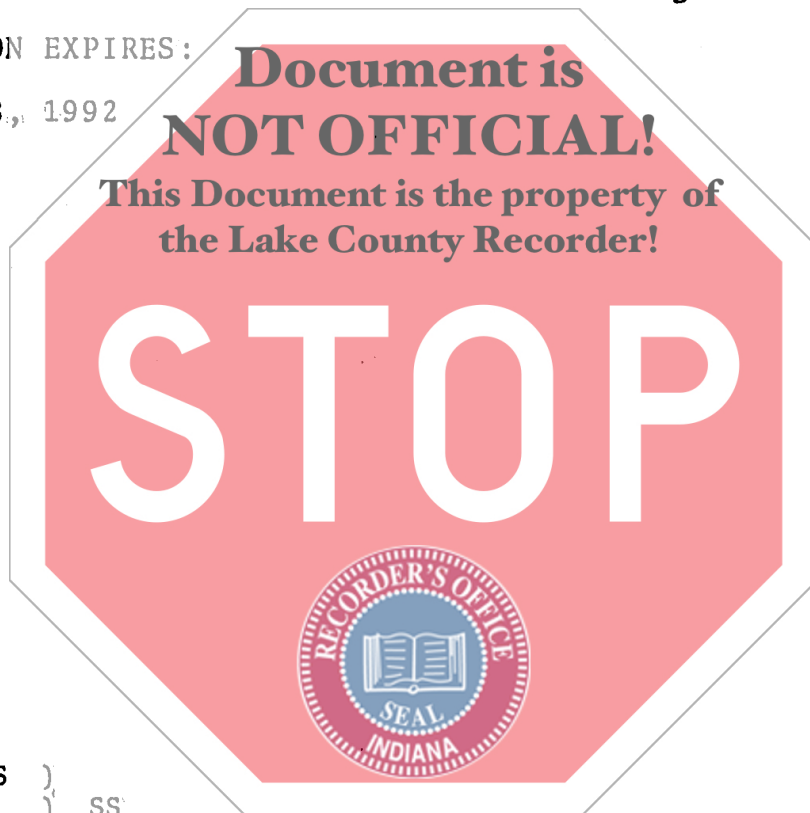


STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared FIRST ASSEMBLY OF GOD CHURCH, Grantors, this 21st day of August, 1991, by DENNIS L. DeWITT, President, and BILLIE JOHNSON, Secretary, who acknowledged the execution of the foregoing PARKING EASEMENT.

Marilyn J. Abenath
Marilyn J. Abenath - Notary Public
Residing - Lake County

MY COMMISSION EXPIRES:
September 18, 1992



STATE OF ILLINOIS)
COUNTY OF WILL) SS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgements, personally appeared JODA CRABTREE, to me known to be the person described in and who executed the foregoing PARKING EASEMENT as the President of BI-STATE FOOD SYSTEMS, INC., an Illinois corporation, and he severally acknowledged before me that he executed the same as such officer, that he was authorized so to do, and that such is the act and deed of said corporation.

WITNESS my hand and seal at Orland Park said County and State, this 1st day of October, 1991.

Shawn K. Hankins
NOTARY PUBLIC

MY COMMISSION EXPIRES:

" OFFICIAL SEAL "
SHAWN K. HANKINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/1/93

BRUCKS, BARRIS & SON, CHICAGO, ILL.
RECORDED
INDEXED
OCT 1 1991
LAKE COUNTY RECORDER'S OFFICE