

HAYMARKET
PARKING EASEMENT

91061077

10/22/91
10/22/91
Law. Del + Assoc, Inc
P.O. Box 381
Crown Pt, In
46307

This EASEMENT GRANT is made between HAYMARKET (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 A":

Parcel 1: Part of the Northeast quarter 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 shown in Plat Book 33, page 54, in Lake County, Indiana, described as follows: Beginning at a point on the North line of said Northeast quarter of the Northwest quarter of Section 25 at a point 443.55 feet West of the Northeast corner of the Northeast quarter of the Northwest quarter of said Section 25; thence South parallel to the Centerline of said Section 25, a distance of 227.93 feet; thence West parallel to the North line of Section 25, a distance of 100.00 feet; thence North parallel to the Centerline of Section 25 a distance of 227.93 feet to the North line of said Northeast quarter of the Northwest quarter of Section 25; thence East along said North line of the Northeast quarter of the Northwest quarter of Section 25 a distance of 100.00 feet to the place of beginning, in Lake County, Indiana.

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Parcel 2: Part the the Southeast quarter of the Southwest quarter of Section 24, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Beginning at a point on the South line of said Southeast quarter of the Southwest quarter of Section 24 at a point 443.55 feet West of the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 24; thence West on said South line a distance of 100.00 feet; thence North on a line parallel to the centerline of said Section 24 to the centerline of State Road No. 2; thence East along the said centerline of State Road No. 2, 100.00 feet; thence South on a line parallel to the centerline of Section 24 to the place of beginning, in Lake County, Indiana.

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

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 centerline 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 centerline of said Eastside Drive to the center line of State Road 2, thence East along said centerline 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.

FILED

MAIL TO:

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

NOV 25 1991

and N. Anton
AUDITOR LAKE COUNTY

01042 12000

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 A described as follows and hereafter referred to as "The easement premises":

Parking Lot Easement: Being a parking lot easement over the South 64 feet by parallel lines of the following described parcel: Part of the Northeast Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 9 West of the Second Principal Meridian, and a part of Outlot "C", in Eastdale as shown in Plat Book 33, Page 54, in Lake County, Indiana, described as follows: Beginning at a point on the North line of said Northeast Quarter of the Northwest Quarter of Section 25 at a point 443.55 feet West of the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 25; thence South parallel to the centerline of said Section 25, a distance 227.93 feet; thence West parallel to the North line of Section 25, a distance of 100.00 feet; thence North parallel to the centerline of said Section 25, a distance of 227.93 feet to the North line of said Northeast quarter of the Northwest quarter of Section 25; thence East along said North line of the Northeast Quarter of Section 25, a distance of 100.00 feet to the place of beginning, in Lake County, Indiana.

Ingress Egress Easement: Being an ingress egress easement over the following described parcel: Part of the Northeast Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 9 West of the Second Principal Meridian, and a Part of Outlot "C", in Eastdale as shown in Plat Book 33, Page 54, in Lake County, Indiana, described as follows: Commencing at a point on the North line of said Northeast Quarter of the Northwest Quarter of Section 25 at a point 443.55 feet west of the Northeast corner of the Northeast Quarter of the Northwest Quarter of said Section 25; thence South parallel to the centerline of said Section 25, a distance of 227.93 feet; thence West parallel to the North line of Section 25, a distance of 100.00 feet; thence North parallel to the centerline of said Section 25, a distance of 64 feet to the point of beginning of said ingress egress easement; thence continuing North, a distance of 158.01 feet more or less to a point on the South right of way line of State Road No. 2; thence Easterly along the South right of way line of State Road No. 2, a distance of 30 feet; thence southerly to a point 60 feet South of the southerly right of way line of State Road No. 2 and 10 feet East of the previously described West line of said easement; thence South, parallel to the previously described West line, a distance of 98.01 feet more or less to a point on the North line of the South 64 feet of the North 227.93 feet of the Northeast Quarter of the Northwest Quarter of said section 25; thence West, along the aforesaid North line, a distance of 10 feet to the point of beginning, Lake County, Indiana.

D. Parcel A is presently improved with a restaurant and parking lot and Parcel B 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 B, an easement for ingress and egress and parking over, under, across and on the easement premises and a 30' x 60' Utility/Dumpster storage area included with a wooden fence in the Southeast corner of the **Parking 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 B, 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 B (Hardees) aforesaid and that is contiguous to Parcel B (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 B (Hardees) but having access thereto by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel B (Hardees).

4. **DIVISION OF DOMINANT TENEMENT.** If Parcel B 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.

6. **PAVING AND MAINTENANCE OF EASEMENT.** Grantee covenants to promptly improve the easement premises with a one (1) inch asphalt overlay and stripe the parking portion of the easement. 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. The Grantee shall have no responsibility to improve or maintain any portion of the Grantor's premises which are not part of the "easement premises."

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 P.O. Box 381, ^{Crown Pt, IN 46307} Lowell, Indiana, ^{WJC 10/22/91} 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 it's 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.

~~16. **RELEASE OF EASEMENT.** The grantee herein may terminate this instrument by recording a release in recordable form with directions for delivery of same to grantor at his 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 parcel A.~~

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals this 22nd day of October, 1991.

GRANTOR:

GRANTEE:

HAYMARKET

BI-STATE FOOD SYSTEMS, INC.

By: [Signature]

By: [Signature]

Attest: [Signature]

Attest: [Signature]



This document prepared by and MAIL TO: AL
BROOKS, HANKINS & SWIATKOWSKI, LTD.
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Orland Park, Illinois 60462
708-349-1595
lah (10/91)

