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PARKING LOT EASEMENT

AGREEMENT MADE January 4, 2000,
between:

GERALD D. BARDESON and
RONALD R. BISSONNETTE,
as Trustees under Trust
Agreement dated May 1,
1999, and known as Trust
No. 101, of Lake County,
State of Indiana,
hereinafter referred to
as "Trustee"; and

RICHARD L. KRISTOFF and
SALLY A. KRISTOFF,
hereinafter referred to
as "Kristoff."

R E C I T A L S :

A. Kristoff is the owner of
certain real estate in Lake County, Indiana
lying immediately east of and contiguous to
the Indiana/Illinois state line, which real
estate owned by Kristoff is designated as
"Parcel 1" in Exhibit "A" attached hereto and
made a part hereof.

B. Trustee owns certain real estate in Cook County, Illinois,
designated as Parcel "2" in Exhibit "A," which real estate lies immediately
west of and contiguous to Parcel "1" and is hereinafter referred to as
"Parcel 2."

C. It is the mutual desire of the parties hereto to create an
easement for a parking lot and driveway on Parcel 2 for the benefit of Parcel
1.

D. The parties desire to provide for the operation, maintenance,
repair and management of the easement.

IT IS, THEREFORE, AGREED BY THE PARTIES AS FOLLOWS:

1. Creation of Easement. Trustee hereby grants and conveys to
Kristoff an easement on Parcel 2. This easement shall be for the benefit of
the owners from time to time of Parcel 1, their heirs, personal
representatives, successors, assigns, grantees, business invitees, tenants,
licensees and employees.

2. Term. The term of this easement shall extend from the date
hereof until such time as Parcel 1 ceases to be used as a grocery
supermarket.

3. Purpose. This easement is made to provide a parking area and
an access driveway on Parcel 2 for the benefit of the owners of Parcel 1,
their heirs, personal representatives, successors, assigns, grantees,
lessees, business invitees, tenants, licensees and employees.

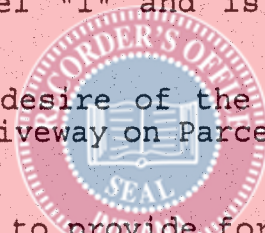
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MORRIS W. CARTER
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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FEB 22 2000
PETER BENJAMIN
LAKE COUNTY AUDITOR



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4. Taxes and Assessments. Trustee shall pay all taxes and assessments imposed on Parcel 2 for such period of time as Key Markets, Inc. is a Lessee of Parcel 1.

5. Maintenance and Repair of Easement. Trustee shall maintain and repair the paving on Parcel 2 for so long as Key Markets, Inc. is the Lessee of Parcel 1. Thereafter, during the term of this easement, the occupant from time to time of Parcel 1, by using Parcel 2 for parking and driveway purposes shall be deemed to have agreed to pay for maintenance and repair of Parcel 2 during its period of occupancy.

6. Use of Parcel 2. Trustee reserves the right to install and maintain walkways, landscaping, utility lines and drains at such locations within the easement as will not materially interfere with the use of Parcel 2 for parking and driveway purposes. Trustee reserves the right to grant other easements in Parcel 2 on condition that such other easements do not interfere with or reduce the parking area provided by this easement.

7. Running of Benefits and Burdens. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, personal representatives, grantees, successors, assigns and lessees of the parties hereto.

8. Exculpatory Clause. This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated May 1, 1999, and known as Trust No. 101; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding them personally, but this instrument is executed and delivered by the undersigned, as Trustee, solely in the exercise of the powers conferred upon them as such Trustee under said Agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the undersigned on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by, through or under said parties or holder hereof.

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

Trustee:

Gerald D. Bardeson

GERALD D. BARDESON, as Trustee under
Trust Agreement dated May 1, 1999, and
known as Trust No. 101

Ronald R. Bissonnette

RONALD R. BISSONNETTE, as Trustee under
Trust Agreement dated May 1, 1999, and
known as Trust No. 101

Kristoff: *Richard L. Kristoff*
RICHARD L. KRISTOFF

Sally A. Kristoff
SALLY A. KRISTOFF

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of January, 2000, personally appeared GERALD D. BARDESON and RONALD R. BISSONNETTE, as Trustees under Trust Agreement dated May 1, 1999, and known as Trust No. 101, who, for and on behalf of said Trust acknowledged the execution of the above and foregoing Driveway Easement for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal.

Margaret Perz
MARGARET PERZ, NOTARY PUBLIC

MY COMMISSION EXPIRES:
September 12, 2007
Resident of Lake County, Indiana

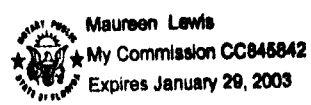
STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

Before me, the undersigned, a Notary Public in and for said County and State, this 10 day of Feb., 2000, personally appeared RICHARD L. KRISTOFF and acknowledged the execution of the above foregoing Easement for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal.

Maureen Lewis
NOTARY PUBLIC

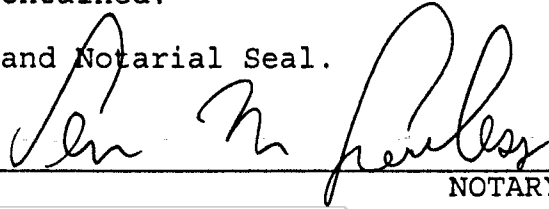
MY COMMISSION EXPIRES:



STATE OF ARIZONA)
) SS:
COUNTY OF MARICOPA)

Before me, the undersigned, a Notary Public in and for said County and State, this 28th day of JANUARY, 2000, personally appeared SALLY A. KRISTOFF and acknowledged the execution of the above foregoing Easement for the uses and purposes therein contained.

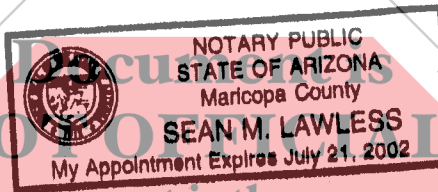
WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

JULY 21 2002



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STOP



This instrument prepared by:

Edward L. Burke
Burke Costanza & Cuppy LLP
8585 Broadway, Suite 600
Merrillville, Indiana 46410

RETURN EASEMENT TO:

Edward L. Burke
Burke Costanza & Cuppy LLP
8585 Broadway, Suite 600
Merrillville, Indiana 46410

EXHIBIT "A"

Parcel 1

Part of the West Half of Section 24, Township 36 North, Range 10 West of the Second Principal Meridian in the Town of Munster, Lake County, Indiana, being more particularly described, beginning at the intersection of the South right-of-way line of Ridge Road and the West line of said Section 24, which is 1,120.68 feet, more or less, South of the Northwest corner of said Section 24; thence South 80 degrees 34 minutes 03 seconds East along said South right-of-way line a distance of 348.07 feet; thence South 00 degrees 11 minutes 16 seconds East, along the West line of Eismín Addition, to the Town of Munster as shown in Plat Book 68, Page 11 in the Office of the Recorder of Lake County, Indiana, a distance of 466.13 feet; thence North 80 degrees 45 minutes 42 seconds West, distance of 349.42 feet, to a point on the West line of said Section 24, said line also being the Indiana-Illinois State Line; thence North 00 degrees 00 minutes 00 seconds East, along previously described line, a distance of 467.07 feet, to the point of beginning, containing 3.685 acres, more or less, all in the Town of Munster, Lake County, Indiana.

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Parcel 2

The East 140 feet of that part of Lot 1 in Weinacker's Subdivision of parts of Sections 29 and 32, Township 36 North, Range 15 East of the Third Principal Meridian, as per plat recorded June 17, 1923, as document 5209264, in Book 124 of Plats, Page 6, falling within the East 5 chains of Section 32 aforesaid,

EXCEPTING THEREFROM the following described parcel:

Commencing at a point on the South right-of-way line of Ridge Road which is 120.00 feet West of the Indiana-Illinois State Line; thence Southeasterly along such South right-of-way line a distance of 121.84 feet, more or less, to the Indiana-Illinois State Line; thence South along the Indiana-Illinois State Line a distance of 125.00 feet to a point; thence Northwesterly and parallel to the South right-of-way line of Ridge Road a distance of 121.84 feet, more or less, to a point which is 120.00 feet West of the Indiana-Illinois State Line; thence North and parallel to the Indiana-Illinois State Line a distance of 125.00 feet to the point of beginning, in Cook County, Illinois,