

45-11-18-201-003.000-034
CROSS EASEMENT AND USE RESTRICTION

ATTC CM 620110593

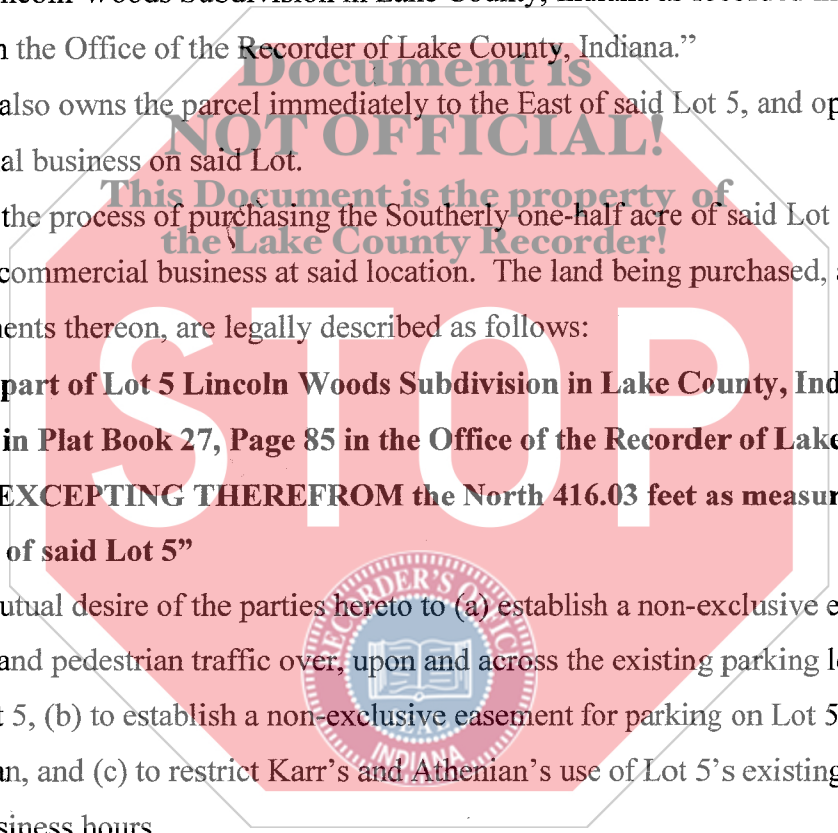
2011 08 28 34

This Cross Easement and Use Restriction is entered into on this 3 day of August, 2011, by and between Karr Commercial Properties, LLC, an Indiana Limited Liability Company, 10300 Paddington Crescent, Munster, Indiana, 46321 ("Karr"), and Athenian Restaurant Management Co. #1, Inc., an Indiana Business Corporation, 1259 U.S. 30, Dyer, Indiana, 46311 ("Athenian"):

WHEREFORE:

- A. Athenian owns certain real estate on U.S. Highway 30 in Dyer, Indiana, as shown by the following legal description:
"Lot 5, Lincoln Woods Subdivision in Lake County, Indiana as recorded in Plat Book 27, Page 85 in the Office of the Recorder of Lake County, Indiana."
- B. Athenian also owns the parcel immediately to the East of said Lot 5, and operates a commercial business on said Lot.
- C. Karr is in the process of purchasing the Southerly one-half acre of said Lot 5, and intends to operate a commercial business at said location. The land being purchased, along with the improvements thereon, are legally described as follows:
"All that part of Lot 5 Lincoln Woods Subdivision in Lake County, Indiana as recorded in Plat Book 27, Page 85 in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM the North 416.03 feet as measured along the West line of said Lot 5"
- D. It is the mutual desire of the parties hereto to (a) establish a non-exclusive easement for vehicular and pedestrian traffic over, upon and across the existing parking lot contained within Lot 5, (b) to establish a non-exclusive easement for parking on Lot 5 for the benefit of Athenian, and (c) to restrict Karr's and Athenian's use of Lot 5's existing parking lot for certain business hours.
- E. It is also the mutual desire of the parties hereto to establish cross access for vehicular and pedestrian traffic between their respective developments along the eastern border of Lot 5 and the western border of Lot 6, all in Lincoln Woods Subdivision.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2011 AUG 10 AM 9:31
MICHAEL D. PRINMAN
RECORDER



CHICAGO TITLE INSURANCE COMPANY

FILED

AUG 09 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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F. The parties desire to provide for the operation, maintenance, and repair of the above-described easements.

1. **Creation of Easements.** Karr hereby grants and conveys to Athenian a non-exclusive, perpetual easement for (a) vehicular and pedestrian traffic across and upon the existing parking lot to provide parking and access between the two properties for customers of Athenian and customers of Karr. Said existing parking lot¹ is shown on the rendering attached hereto as Exhibit A, and includes that part of the parking lot being purchased by Karr contained within the legal description contained on said Exhibit A.

Athenian and Karr hereby grant and convey to each other a nonexclusive, perpetual easement for vehicular and pedestrian traffic between Karr's and Athenian's respective developments and properties by way of a driveway along the east side of Karr's property and as shown on the attached Exhibit "A".

2. **Term.** The term of these easements shall be perpetual.

3. **Taxes and Assessments.** Karr shall pay all taxes and assessments imposed on the property described in Exhibit A.

4. **Maintenance and Repair of Easements.** Athenian, from time to time, shall maintain and repair the paving on the existing parking lot and shall provide, maintain and repair existing striping, if needed, to delineate the parking spaces and driveways, and shall provide snow removal, sweeping and storm drainage on said existing parking lot, and, to the end, the paving on said existing parking lot shall be maintained in reasonably good condition and repair and shall be reasonably clean and suitable for driveway use and parking use. Athenian shall arrange for its vendor(s) to bill Karr separately for performing the aforementioned work on the existing parking lot and driveway depicted and described in Exhibit A. Karr shall be responsible for Fifty Percent (50%) of the costs of maintaining and repairing the paving, striping and landscaping within the existing parking lot contained in the legal description attached hereto as Exhibit A, including the driveway.² Each party shall maintain their own comprehensive insurance coverage on their respective properties.

5. **Unobstructed Boundary.** Athenian and Karr, for themselves, their successors and assigns, agree that neither of them will fence the common boundary between Lots 5 and 6 in Lincoln Woods Subdivision nor otherwise obstruct the paved area and drives.

¹ "Existing parking lot" is hereby defined for all purposes in this document as that which is shown on Exhibit A.

² Athenian will, most likely, be performing a resurfacing of the parking lot in 2011, and Karr shall not be responsible for this resurfacing. However, the cost of subsequent repairs and resurfacings shall be shared as stated above.

6. **Hours and Use Restrictions.** Karr shall have unfettered access to and use of the existing parking lot contained within the legal description on Exhibit A from the hours of 7:00 a.m. to 5:00 p.m. local time, Monday through Friday. At all other times, Athenian shall have unfettered access to and use of the existing parking lot contained within the legal description on Exhibit A.

8. **Running of Benefits and Burdens.** All provisions of these easements, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the heirs, personal representatives, grantees, successors and assigns of the parties hereto; provided however, that upon conveyance of the entire interest of Karr or Athenian, as the case may be, the transferor shall be relieved of liability for future obligations under this agreement; provided that provision is made in the transfer documents for assumption of such obligations by transferee.

10. **Indemnification and Insurance.** Athenian and Karr shall indemnify, defend and hold harmless the other owner and their tenants and licensees from all claims, liens, damages and expenses, including without limitation reasonable attorney's fees, arising out of any of the easements established herein, except as to the proportionate share caused by the negligence or willful misconduct of the indemnified property owner. Upon request, Athenian and Karr shall provide each other with a certificate of insurance and endorsement to such policy evidencing comprehensive insurance coverage with a combined bodily injury, death and property damage limit of One Million and 00/100 Dollars (\$1,000,000.00) or more per occurrence and a certified copy of an endorsement naming the other as an additional insured and stating that such insurance is primary upon request. All certificates of insurance shall provide for thirty (30) days prior written notice to each additional insured of any cancellation, reduction or non-renewal thereof.

IN WITNESS WHEREOF, the parties have executed this Cross Easement and Use Restriction as of the day and year first above written.

Athenian Restaurant Management Co. #1, INC.

By: _____

Signature

Printed Name

Title

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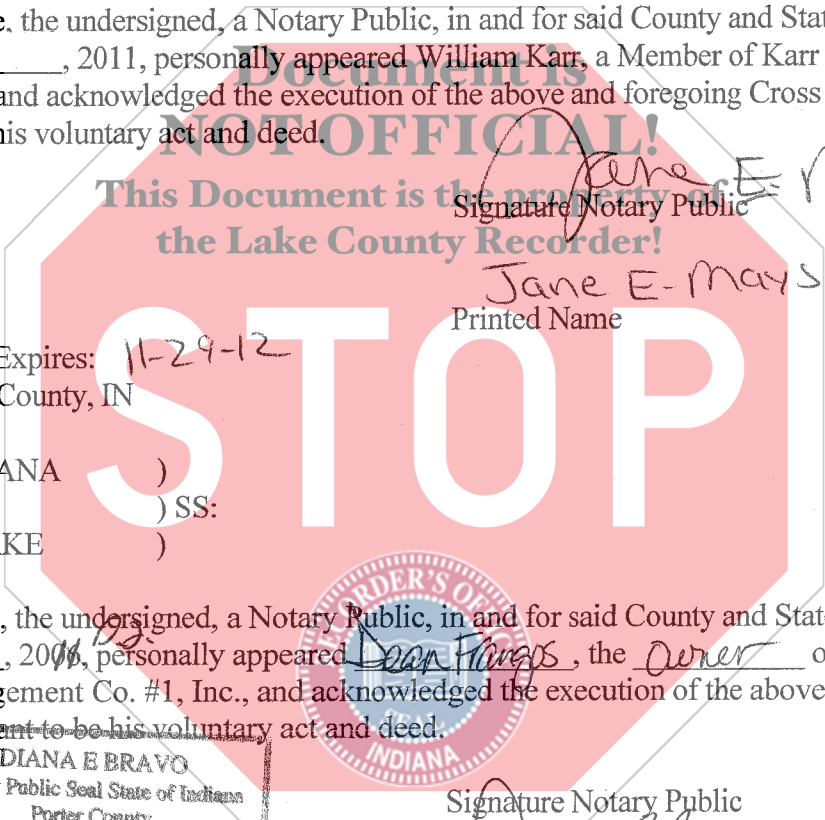
V.P.

Karr Commercial Properties, LLC

By: WJK
Signature
William J. Karr
Printed Name
Member
Title

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of April, 2011, personally appeared William Karr, a Member of Karr Commercial Properties, LLC, and acknowledged the execution of the above and foregoing Cross Easement and Use Restriction to be his voluntary act and deed.

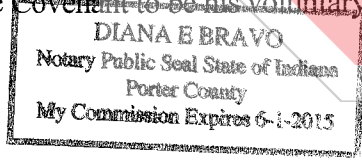


Jane E. Mays
Signature Notary Public
Jane E. Mays
Printed Name

My Commission Expires: 11-29-12
Resident of Lake County, IN

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2011, personally appeared Dean Francis, the owner of Athenian Restaurant Management Co. #1, Inc., and acknowledged the execution of the above and foregoing Restrictive ~~Covenant~~ to be his voluntary act and deed.



Diana E. Bravo
Signature Notary Public
Diana E. Bravo
Printed Name

My Commission Expires:
Resident of Lake County, IN