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Cook County Recorder 67.00



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EASEMENT AGREEMENT

THIS EASMENT AGREEMENT is entered into as of the 19th day of October, 2000, by and among Steak 'N Shake, Inc., an Indiana corporation ("Steak 'N Shake"), Ryan Companies US, Inc., a Minnesota corporation ("Ryan") and Target Corporation, a Minnesota corporation ("Target").

RECITALS:

A. Steak 'N Shake is the owner of the real property located in the Village of Rosemont, Cook County, Illinois, legally described as follows:

Lot 3 in Rosemont Center Commercial Development Subdivision, being a subdivision of part of the northeast quarter of the northeast quarter of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 19, 1997 as Document 97189092

(the "Steak 'N Shake Property").

B. Ryan is the owner of the real property located in the Village of Rosemont, Cook County, Illinois, legally described as follows:

Lots 2, 3, 4 and 5, Rosemont Marketplace, being a subdivision of part of the northeast quarter of the northeast quarter of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded 10-24, 2000, as Document 00834779

(the "Ryan Property").

C. Target is the owner of the real property located in the Village of Rosemont, Cook County, Illinois, legally described as follows:

Lot 1, Rosemont Marketplace, being a subdivision of part of the northeast quarter of the northeast quarter of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded 10-24, 2000, as Document 00834779

(the "Target Property").

D. The Steak 'N Shake Property is subject to an Amended and Restated Easement Agreement dated August 12, 1999 and recorded in the office of the Cook County Recorder on September 8, 1999 as Document 99853687 (the "1999 Easement Agreement"). The 1999 Easement Agreement contains, in Section 1.01 thereof, a perpetual, non-exclusive easement for access purposes (the "1999 Access Easement"). A site plan showing the Steak 'N Shake

BOX 333-CTI

7876537/7876544 12 02 15 02

Handwritten initials

Property and other properties is attached hereto as Exhibit A (the "Site Plan"). The 1999 Access Easement, among other things, burdens that portion of the Steak 'N Shake Property shown on the Site Plan by cross hatching (the "Steak 'N Shake Property Easement Area").

E. Ryan and Target desire to obtain from Steak 'N Shake perpetual non-exclusive easements for access to and from the Ryan Property and Target Property, respectively, across the Steak 'N Shake Property Easement Area, from and to Touhy Avenue.

F. Steak 'N Shake is willing to grant such easements to Ryan and Target on the terms and subject to the conditions and covenants provided for in this Easement Agreement.

PROVISIONS:

In consideration of the mutual covenants of the parties contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated into and made a substantive part of this Easement Agreement.

2. **Grant of Easements.** Steak 'N Shake hereby grants the following easements:

a. **Easements Granted to Ryan.** Steak 'N Shake hereby grants to Ryan and to the successors and assigns of Ryan, as an easement appurtenant to the Ryan Property, a perpetual non-exclusive easement on, over, upon and across the Steak 'N Shake Property Easement Area for the following purposes:

(i) Pedestrian and vehicular access to and from the Ryan Property and from and to Touhy Avenue;

(ii) The right to perform snow removal and other neglected maintenance activities (provided, however, that nothing herein shall be construed to obligate Ryan to perform, or otherwise make Ryan responsible for, any maintenance or repair activities on the Steak 'N Shake Property Easement Area).

b. **Easements Granted to Target.** Steak 'N Shake hereby grants to Target and to the successors and assigns of Target, as an easement appurtenant to the Target Property, a perpetual non-exclusive easement on, over, upon and across the Steak 'N Shake Property Easement Area for the following purposes:

(i) Pedestrian and vehicular access to and from the Target Property and from and to Touhy Avenue;

(ii) The right to perform snow removal and other neglected maintenance activities (provided, however, that nothing herein shall be construed to obligate

Target to perform, or otherwise make Target responsible for, any maintenance or repair activities on the Steak 'N Shake Property Easement Area).

3. **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, shall be deemed to run with the Steak 'N Shake Property, Ryan Property and the Target Property and are binding upon and shall inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

4. **Enforcement.** The benefits and obligations conferred by this instrument may be enforced by appropriate action, legal or equitable, and the court in any such action or proceeding shall have discretion to award the prevailing party its reasonable costs and attorneys' fees incurred in enforcing this Easement Agreement.

5. **Construction of Agreement.** The rule of strict construction shall not apply to the easement granted in this Easement Agreement or to the covenants set forth herein. This Easement Agreement shall be given a reasonable construction so that the intention of the parties to confer reasonably usable benefits and reasonably enforceable obligations is carried out.

6. **Execution of this Easement Agreement in Counterparts.** For the convenience of the parties, this Easement Agreement may be signed in any number of counterparts, with all such counterparts taken together being deemed one and the same document.

IN WITNESS TO THIS EASEMENT AGREEMENT, the parties have caused this instrument to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

Steak 'N Shake Inc.

By Mary E. Ham
Its Vice President

Ryan Companies US, Inc.

By Richard E. Gray
Its Vice President

Target Corporation

By [Signature]
Its Scott A. Nelson
Vice President
Target Stores

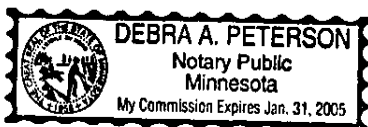
STATE OF INDIANA)
) ss.
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 12th day of October, 2000, by Mary E. Ham, the Vice President of Steak 'N Shake, Inc., an Indiana corporation, on behalf of the corporation.

[Signature: Lisa Blythe]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of October, 2000, by Richard E. Brooks, the Vice President of Ryan Companies US, Inc., a Minnesota corporation, on behalf of the corporation.

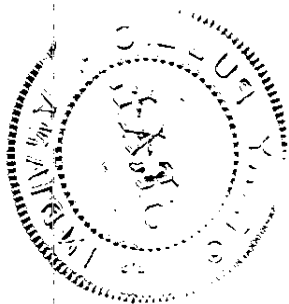


[Signature: Debra A. Peterson]
Notary Public, Sakota County, MN

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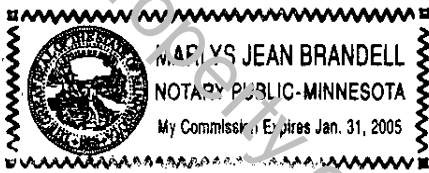
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JAN 10 2011
CLERK'S OFFICE

Property of Cook County Clerk's Office



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of October, 2000, by Scott A. Nelson, the Vice President, Target Stores of Target Corporation, a Minnesota corporation, on behalf of the corporation.



Marys Jean Brandell
Notary Public

Drafted By:
Fredrikson & Byron, P.A. (LJB)
900 Second Avenue South
1100 International Centre
Minneapolis, Minnesota 55402

MAIL TO: STEPHEN RAMBUS ? DURKIN
2501 W. GLEN AVE. SUITE
ROSEMONT, IL 60018
ATTN: NICOLE PEPPER

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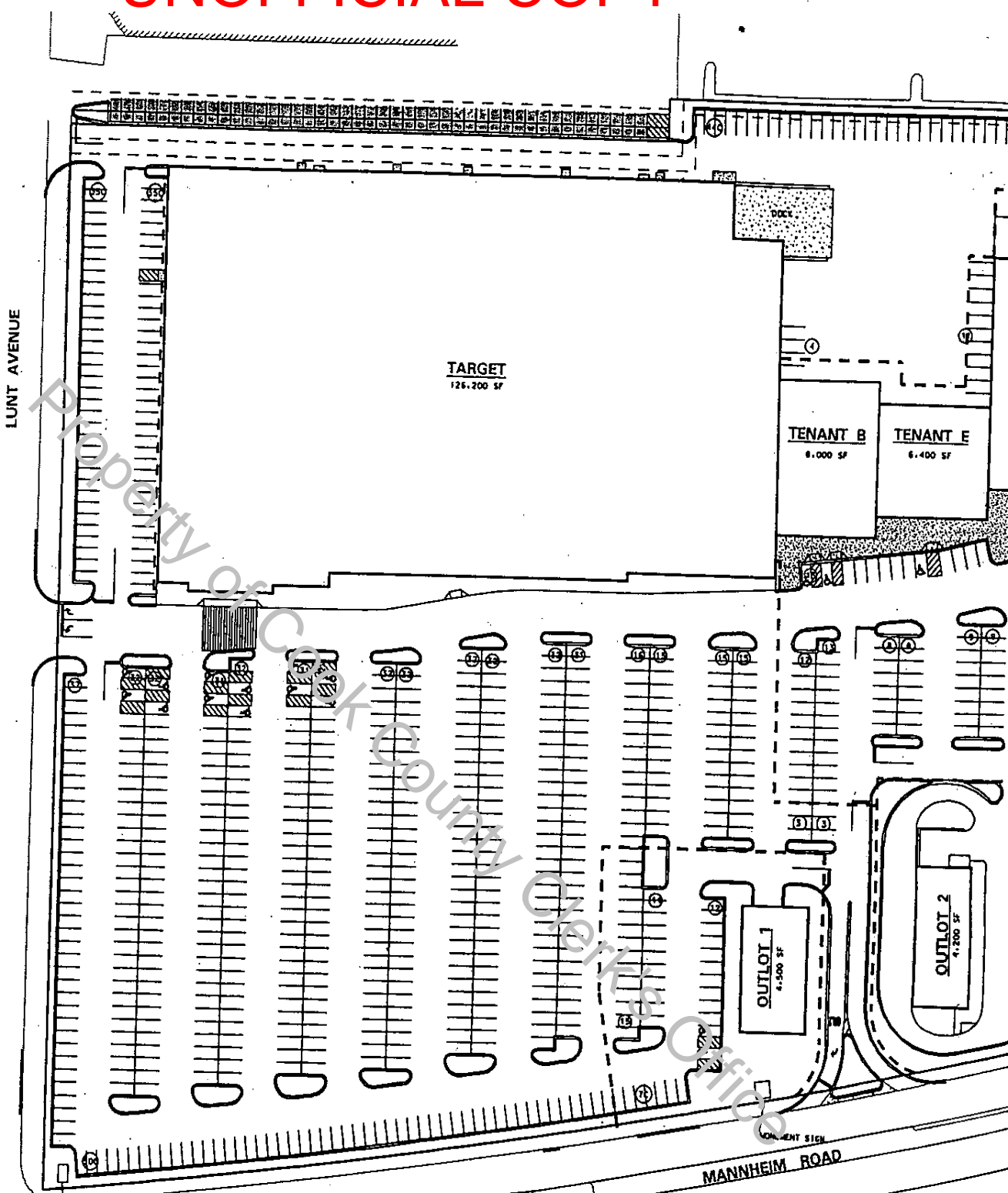
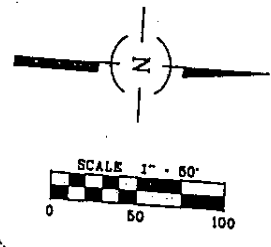
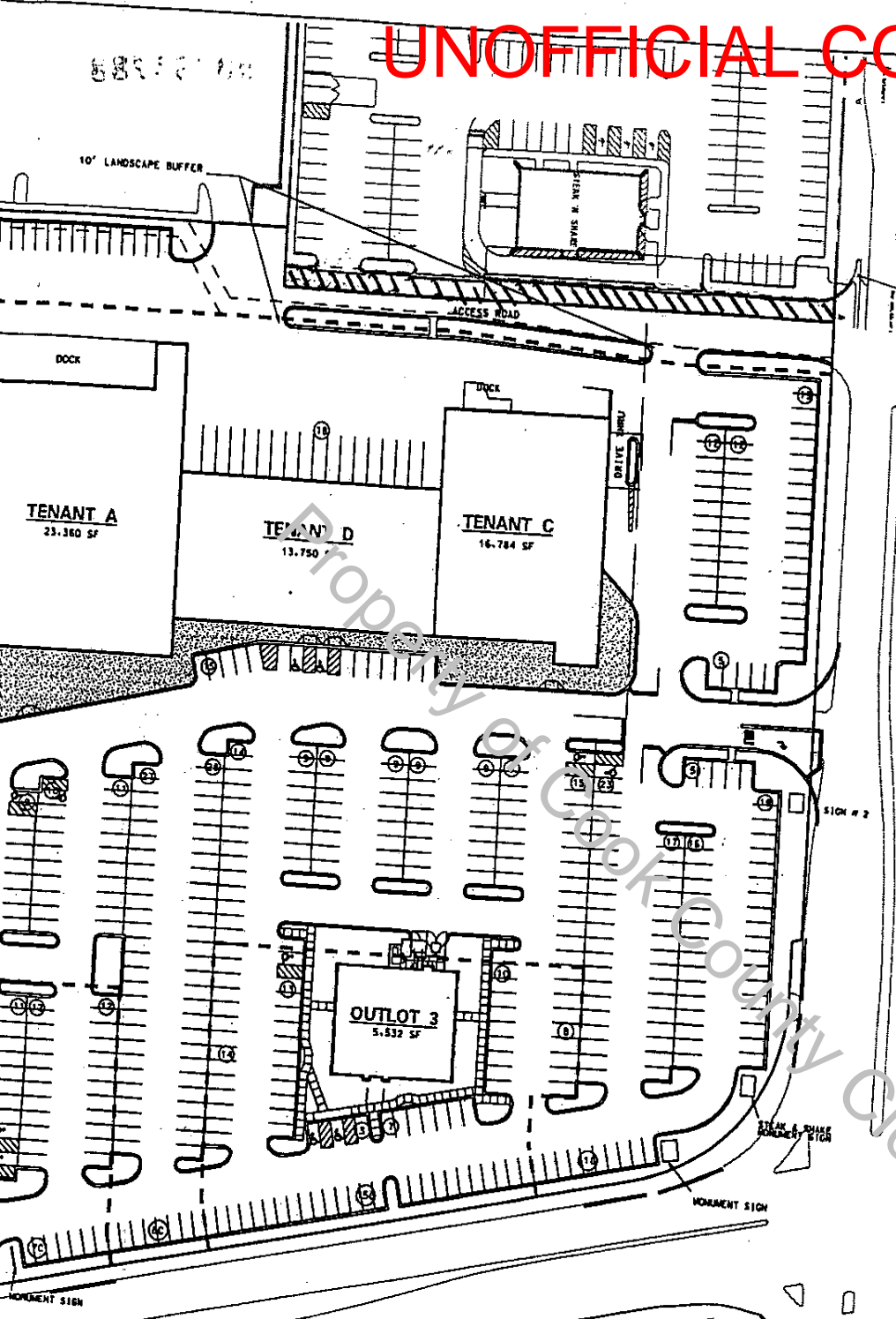


EXHIBIT A

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TOUHY AVENUE

NO.	DATE	REMARKS
1	7/28/00	REVISE TENANTS C & D
2	9/18/00	PER OWNER
3	10/27/00	PER OWNER

NO.	DATE	REMARKS
1	7/28/00	REVISE TENANTS C & D
2	9/18/00	PER OWNER
3	10/27/00	PER OWNER

SPACECO, INC.
 9375 E. RIDGINGS • SUITE 100 • ROSEMONT, IL 60018 (630) 696-1060 FAX (630) 696-5065

ROSEMONT MARKETPLACE
 ROSEMONT, ILLINOIS
 Ryan Companies
 800 Lakeside Center • 800 Lakeside Avenue South
 Montgomery, AL (800) 334-1000

CAO FILENAME:	57SITE-D.DCN
DATE:	3/21/00
JOB NO.	2757
SHEET	SP-1

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REVISION 3- TENANTS C & D MOVED 10' FEET EAST.

OCT. -04' 00 (WED) 14:54

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TEL: 847-696-4065

P. 002

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SPACECO, INC.

STEAK & SHAKE ACCESS EASEMENT

THE EAST 13.00 FEET (AS MEASURED AT RIGHT ANGLES) OF LOT 3 IN ROSEMONT CENTER COMMERCIAL DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1997 AS DOCUMENT 97189092, IN COOK COUNTY, ILLINOIS.

PREPARED October 4, 2000
Spaceco, Inc.

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PN # 09-32-201-028-0000

CLA: PART OF THE SOUTH WEST QUADRANT
OF TOWN AND RANGE ROAD
ROSEMONT, ILL. 60018

CONSULTING ENGINEERS • SITE DEVELOPMENT ENGINEERS • LAND SURVEYORS
8575 WEST HIGGINS ROAD, SUITE 700, ROSEMONT, ILLINOIS 60018
847-696-4080 • FAX 847-696-4065 • 888-SPACECO (772-2326)