

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by MA/GMX ORLAND PARK, LLC, an Illinois limited liability company ("Grantor"), in favor of VAHID NAVERI, 446 Via Gregorio, Thousand Oaks, CA 91320 ("Grantee").

### RECITALS:

A. Grantor is the owner of property located at 11111-19 179th Street, Orland Park, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (the "Grantor Property").

B. Grantee is the owner of property located immediately east of the Grantor Property and more particularly described on Exhibit B attached hereto and made a part hereof (the "Grantee Property").

C. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, an access easement over a portion of the Grantor Property for purposes of allowing pedestrian and vehicular access to and from the Grantee Property, and to grant certain other rights in favor of Grantee, in each case on the terms described in this Agreement (collectively, the "Access Easement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants the following rights to Grantee:

1. Grant of Easements.

(i) Grantor hereby grants to Grantee, as an easement appurtenant to the Grantee Property and for the use and benefit of Grantee, its successors, assigns, tenants, customers, employees, agents, invitees and any other persons claiming under or through said parties, a nonexclusive, perpetual easement for vehicular passage and pedestrian passage, ingress and egress to and from the Grantee Property, over, across and upon that part of the Grantor Property depicted as the "Easement Area" on the site plan attached hereto and made a part hereof as Exhibit C (the "Easement Area"; such site plan is herein referred to as the "Site Plan"), as the same may from time to time be constructed and maintained for such use. Notwithstanding anything contained in this Agreement to the contrary, under no circumstances will such ingress and egress rights granted herein be deemed to apply to any drive-thru restaurant lanes or related facilities located on the Grantor Property.

(ii) Grantee shall have the right, at its expense, to make such customary construction improvements, at the boundary where the Easement Area

abuts the Grantee Property, as are necessary to connect driveway improvements on the Grantor Property, if any, with driveway improvements on the Grantee Property. Grantee shall perform any such construction improvements (i) in accordance with plans and specifications therefor that have been approved in advance by Grantor, (ii) in a good, workmanlike and lien free manner, and (iii) in accordance with valid and legal governmental permits and approvals and sound engineering practices, and, in connection with the performance of any such construction improvements, Grantee shall (a) prior to commencing the same, provide to Grantor evidence that Grantee and its contractors have and maintain insurance coverages that name Grantor and any tenants of Grantor as an additional insured on the respective commercial general liability insurance policies of Grantee and its contractors and are otherwise reasonably satisfactory to Grantor, (b) use commercially reasonable efforts not to interfere with the use and operation of the Grantor Property by Grantor and its tenants and occupants, (c) once it commences such construction improvements, diligently and continuously prosecute such work to completion, and (d) at Grantee's expense, repair any damage to the Grantor Property that may result from any such construction improvements or construction activities in connection therewith.

2. No Obstruction. Each of Grantor and Grantee shall not do anything, or permit or suffer anything to be done, to unreasonably interfere with the use of the Access Easement by Grantor and Grantee and by their respective successors, assigns, tenants, customers, employees, agents, invitees and any other persons claiming under or through said parties. No curbs, barriers, fences, dividers, or other obstructions shall be constructed on or across any portion of the Easement Area to prevent, prohibit, or discourage vehicular and pedestrian passage, ingress and egress; provided, however, Grantor may erect curbs, fences and landscaping on the Grantor Property in order to define the Grantor Property, so long as such curbs, fences and landscaping do not detract from the access rights of Grantee, or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to and from the Grantee Property over, upon and across the Grantor Property. In addition, Grantor shall be permitted to construct such other improvements on the Grantor Property as may be necessary for the expansion of the use(s) contained thereon, provided such improvements are approved by the Village of Orland Park and do not prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to and from the Grantee Property over, upon and across the Grantor Property. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, but without limitation of any obligations that Grantor may now or hereafter have to the Village of Orland Park, (i) Grantor makes no commitment to Grantee to improve the Easement Area with driveway improvements or to keep driveway improvements in the Easement Area, and (ii) if and for so long as the Easement Area is improved with driveway improvements, Grantor shall be entitled to maintain such driveway improvements in such condition as required by the Village and as Grantor, in its sole discretion, elects.

3. Duration. The easements granted in this Agreement shall be perpetual.

4. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and shall inure to the benefit of Grantor and Grantee and their successors and assigns.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois.

6. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

7. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including, without limitation, reasonable attorneys' fees, from the non-prevailing party.

8. Notices. All notices under this Agreement will be in writing and delivered by U.S. certified mail, postage prepaid or overnight courier with proof of receipt, to the Village, at the following address: Village of Orland Park, 14700 Ravinia Avenue, Orland Park, Illinois 60462-3167, ATTN: Village Manager with a copy to E. Kenneth Friker, Village Attorney, Klein, Thorpe and Jenkins, Ltd., 15010 S. Ravinia Avenue, Orland Park Illinois, 60462; to Grantor, at the following address: MA/GMX Orland Park, LLC, c/o GMX Real Estate Group, LLC, 3000 Dundee Road #408, Northbrook, Illinois 60062, ATTN: Andrew S. Goodman, Manager with copy to McDonald's USA, LLC, One McDonald's Plaza, Oak Brook, Illinois 60523, ATTN: Director, U.S. Legal Dept. #091, L/C: 012-2475 with further copies to: McDonald's USA, LLC, 4320 Winfield Rd., Suite 400, Warrenville, IL 60555, ATTN: Real Estate Manager, L/C: 012-2475; to Grantee, at the following address: Mr. Vahid Naveri, 446 Via Gregorio, Thousand Oaks, CA 91320. Any party may change his or her address by sending written notice of such change under this paragraph. Each notice shall be deemed to have been given at the time it is deposited in the United States Mail or deposited with the overnight courier.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first written above.

MA/GMX ORLAND PARK, LLC,

By: \_\_\_\_\_  
Andrew S. Goodman, Manager

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2012, the above named Andrew S. Goodman, the Manager of MA/GMX ORLAND PARK, LLC, an Illinois limited liability company, to me known to be the person who executed the foregoing Grant of Easement and acknowledged the same on behalf of such company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

Grantor Parcel:

Lot 5 in Parkview Subdivision, being a Subdivision in the West half of the Southwest Quarter of Section 32, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat recorded March 14, 2002, as Document 0020293653, Certificate of Revision and Correction Recorded April 30, 2002 as Document 0020516567, Affidavit and Certificate of Revision and Correction Recorded as Document 0020516568, and Consent Recorded as Document 0020769925, in Cook County, Illinois.

PIN: 27-32-302-002-0000

## **EXHIBIT B**

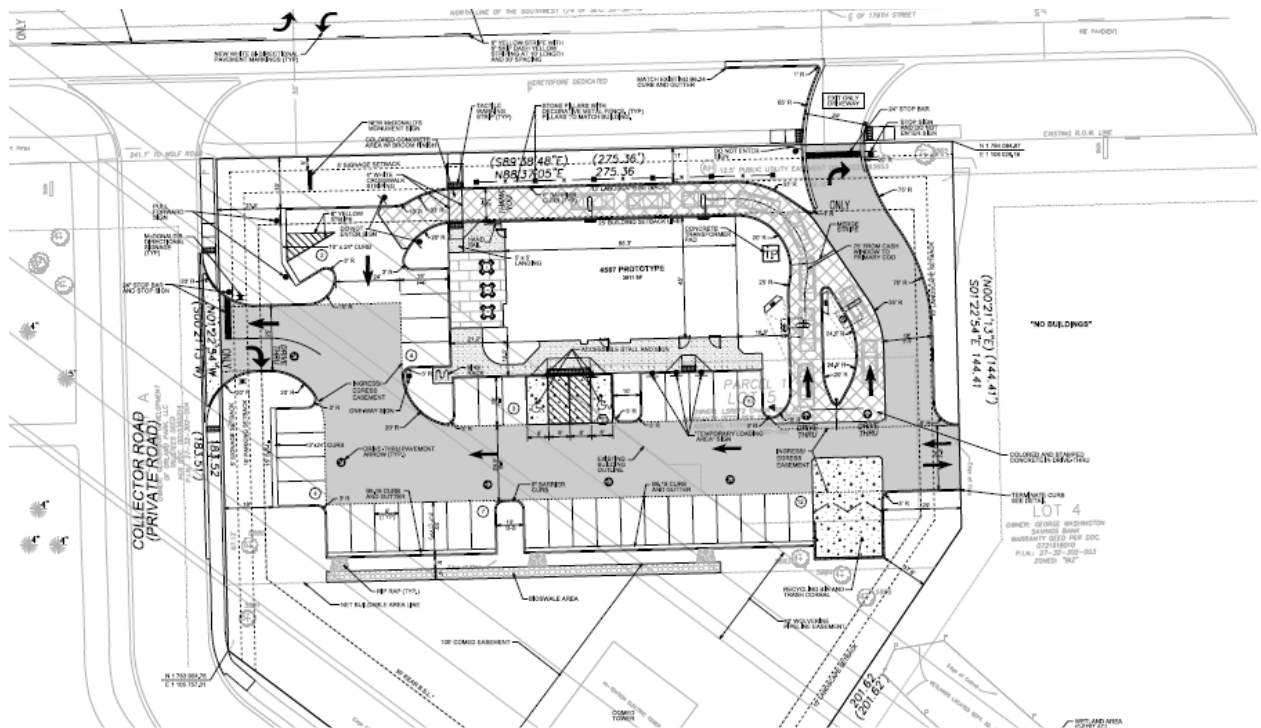
Grantee Parcel:

Lot 4 in Parkview Subdivision, being a Subdivision in the West half of the Southwest Quarter of Section 32, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat recorded March 14, 2002, as Document 0020293653, Certificate of Revision and Correction Recorded April 30, 2002 as Document 0020516567, Affidavit and Certificate of Revision and Correction Recorded as Document 0020516568, and Consent Recorded as Document 0020769925, in Cook County, Illinois.

PIN: 27-32-302-003-0000

# EXHIBIT C

## Site Plan



## PROPOSED INGRESS/EGRESS EASEMENT

THAT PART OF LOT 5 IN PARKVIEW SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 2002, AS DOCUMENT 0020293653, CERTIFICATE OF REVISION AND CORRECTION RECORDED APRIL 30, 2002 AS DOCUMENT 0020516567, AFFIDAVIT AND CERTIFICATE OF REVISION AND CORRECTION RECORDED AS DOCUMENT 0020516568, AND CONSENT RECORDED AS DOCUMENT 0020769925, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 01 DEGREES 22 MINUTES 54 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 49.84 FEET FOR THE PLACE OF BEGINNING; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST AND NONTANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 20.50 FEET, HAVING A CHORD BEARING OF SOUTH 69 DEGREES 57 MINUTES 09 SECONDS EAST, 15.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 37 MINUTES 05 SECONDS EAST, 53.60 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 54 SECONDS EAST, 26.15 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.50 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 22 MINUTES 55 SECONDS EAST, 32.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 37 MINUTES 05 SECONDS EAST, 116.76 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 31 SECONDS EAST, 5.66 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 05 SECONDS EAST, 66.56 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 01 DEGREES 22 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE, 24.00 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 05 SECONDS WEST, 237.37 FEET; THENCE NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST, 30.15 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.50 FEET, HAVING A CHORD BEARING OF NORTH 46 DEGREES 22 MINUTES 55 SECONDS WEST, 32.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 37 MINUTES 05 SECONDS WEST, 3.53 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 20.50 FEET, HAVING A CHORD BEARING OF SOUTH 67 DEGREES 09 MINUTES 37 SECONDS WEST, 15.36 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 01 DEGREES 22 MINUTES 54 SECONDS WEST ALONG SAID WEST LINE, 34.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID EASEMENT PARCEL CONTAINING 0.204 ACRES, MORE OR LESS.