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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL A. BROWN
RECORDER

THIS INSTRUMENT PREPARED BY
AFTER RECORDING MAIL TO:

Thomas H. Page, Esq.
Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLP
333 W. Wacker Drive, Suite 2700
Chicago, Illinois 60606

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (the "Declaration") is made and entered into this 1st day of June, 2005 by National Surety Trust II, L.L.C., an Illinois limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the legal owner of that certain parcel of real property which is legally described on Exhibit A attached hereto and made a part hereof ("Parcel 1") (Declarant, in its capacity as the owner of Parcel 1, is referred to herein, together with its successors and assigns in such capacity, as "Owner No. 1"); and

WHEREAS, Declarant is also the legal owner of that certain parcel of real property which is adjacent to Parcel 1 and legally described on Exhibit B attached hereto and made a part hereof ("Parcel 2") (Declarant, in its capacity as the owner of Parcel 2, is referred to herein, together with its successors and assigns in such capacity, as "Owner No. 2"); and

WHEREAS, Parcel 1 and Parcel 2, and any subdivision thereof, are each hereinafter individually referred to as a "Parcel" and are hereinafter collectively referred to as the "Parcels" or the "Development"; and

WHEREAS, Owner No. 1 desires to grant to Owner No. 2, for the benefit of Parcel 2, certain perpetual, non-exclusive ingress and egress easement rights relative to the portion of Parcel 1 depicted on Exhibit C attached hereto and specifically incorporated by reference herein (the "Easement Parcel"), pursuant to the terms and conditions more fully hereinafter set forth; and

WHEREAS, Owner No. 1 and Owner No. 2 (each, and each successor owner of any part of the Development, hereinafter individually referred to as a "Party" and collectively referred to as the "Parties") desire to subject their Parcels to the other restrictions contained herein and obtain the benefits created hereby.

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STEPHEN R. STIGLICH
LAKE COUNTY RECORDER

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Chicago Title Insurance Company

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees as follows and subjects the Development to the following:

1. Grant of Easements and Other Rights.

(a) Owner No. 1 hereby grants and conveys to Owner No. 2, and its designees, successors and assigns, for the benefit of Parcel 2, a perpetual, non-exclusive easement for ingress and egress of trucks, vans, automobiles and other vehicles, and of pedestrians, over, across and/or through the Easement Parcel.

(b) Owner No. 1 agrees that (i) it shall not construct, or permit to be constructed, over or on the Easement Parcel any buildings or other improvements (other than driveways, curbs, gutters, light standards, underground drainage improvements, utility lines and other utility improvements, landscaping, and other driveway, underground drainage and utility improvements that are consistent in all material respects with the site plan attached hereto as Exhibit D and specifically incorporated by reference herein (the "Site Plan") or that, in the reasonable discretion of Owner No. 1, do not materially interfere with the utilization or operation of Parcel 2) and (ii) it shall not permit (x) any parking on the Easement Parcel or (y) any material interference with the exercise or enjoyment by Owner No. 2, its designees, successors or assigns, of the easement and other rights referenced in this Declaration.

(c) Owner No. 2 agrees that, notwithstanding anything to the contrary contained in this Declaration, Owner No. 1 shall be entitled to promulgate reasonable, non-discriminatory and customary rules and regulations relative to the use of the Easement Parcel, so long as the same do not materially interfere with the utilization or operation of Parcel 2, and Owner No. 2 agrees to comply with any such rules and regulations.

2. Construction and Maintenance Easements. Owner No. 1 hereby grants and conveys to Owner No. 2, and its designees, successors and assigns, for the benefit of Parcel 2, perpetual, non-exclusive easements (a) to enter upon Parcel 1 for the purpose of constructing, maintaining, repairing and replacing driveways, curbs, gutters, light standards, utility lines and other utility improvements, landscaping, and other driveway and utility improvements within the Easement Parcel that are consistent in all material respects with the Site Plan or that, in the reasonable discretion of Owner No. 1, do not materially interfere with the exercise or enjoyment by Owner No. 2, its designees, successors or assigns, of the easement and other

rights referenced in this Declaration and (b) to construct, maintain, repair and replace the aforementioned driveway and utility improvements. Owner No. 2 agrees to repair any damage to Parcel 1 caused by any such entry or the construction, maintenance, repair or replacement of any such driveway and utility improvements.

3. Remedies and Enforcement.

(a) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Party to cure a breach of this Declaration within thirty (30) days following written notice thereof by any other Party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), such other Party shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Party and to be reimbursed by such defaulting Party upon demand for the reasonable costs thereof together with interest at a per annum rate equal to the prime rate of JP Morgan Chase Bank, N.A. (or its successors or assigns), plus two percent (2%) per annum (not to exceed the maximum rate of interest allowed by law). Without limitation of the foregoing, in the case of any breach of this Declaration or threat thereof involving an emergency situation that if not corrected would or may result in damage to property or would or may materially impair the conduct of business in a reasonable manner on a non-defaulting Party's Parcel, any non-defaulting Party shall not be obligated to wait for the expiration of the above referenced cure period before acting under this subparagraph (a) and may, but shall not be obligated to, act immediately under this subparagraph (a).

(b) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(c) No Termination For Breach. Notwithstanding anything to the contrary contained in this Declaration, no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this Declaration.

(d) Prevailing Party. In the event of any litigation between the Parties hereto on account of any default under, or dispute relating to, this Declaration, the prevailing party in any such litigation shall be entitled to recover from the non-prevailing party the reasonable amount of all attorneys' fees and expenses incurred by the prevailing party in connection with such litigation, including, without limitation, costs of preparing therefor.

4. Notices. All notices, statements and communications given under or pursuant to this Declaration shall be in writing and shall be either personally delivered or sent by overnight courier service (e.g., UPS, Federal Express, etc.) or shall be sent by U.S. registered or certified mail, return receipt requested, in the case of notices directed to Owner No. 1:

c/o Aetna Development Corporation
333 West Wacker Drive, Suite 2750
Chicago, Illinois 60606
Attention: George D. Hanus, President

and, in the case of notices directed to Owner No. 2:

c/o Aetna Development Corporation
333 West Wacker Drive, Suite 2750
Chicago, Illinois 60606
Attention: George D. Hanus, President

Any such notice shall be deemed given and effective upon receipt or refusal to accept delivery thereof by the Party to whom it is to be sent. Any Party hereto may designate a substitute address for notices by giving notice thereof as provided herein to the other Party(ies).

5. Successors and Assigns; Transfers. This Declaration and the easements, covenants and agreements herein contained shall run with the land and be binding upon and inure to the benefit of Owner No. 1 and Owner No. 2 and their respective heirs, devisees, successors and assigns. Notwithstanding the foregoing, (a) any Party hereto may, without the consent or approval of any other Party hereto, sell, assign, pledge, encumber, hypothecate, convey or otherwise transfer all or any portion of its Parcel and (b) if any Party hereto shall sell, assign, convey or otherwise transfer any part of its Parcel other than as security for a debt, the transferring Party shall thereupon be released from all future liabilities and obligations under this Declaration with respect to such transferred Parcel (or part thereof) arising or accruing from and after the date of such sale, conveyance, assignment or other transfer as to such transferred Parcel (or part thereof) and all such future liabilities and obligations with respect to such transferred Parcel (or part thereof) shall thereupon be binding upon such purchaser, grantee, assignee or transferee.

6. Integrated Agreement; Modifications; Waivers. This Declaration constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and agreements, whether written or oral. No supplement, modification or waiver of any provision of this Declaration shall be

binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Declaration shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7. Governing Law. This Declaration shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Indiana (without reference to the choice of law provisions of Indiana law).

8. Headings and Captions. The headings and captions of the paragraphs of this Declaration are for convenience of reference only and shall not affect the meaning or interpretation of this Declaration or any provision hereof.

9. Gender and Number. As used in this Declaration, the neuter shall include the feminine and masculine, the singular shall include the plural, and the plural shall include the singular, except where expressly provided to the contrary.

10. Severability. In the event that any paragraph, section, sentence, clause or phrase contained in this Declaration becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Declaration shall not be affected thereby.

11. Counterparts. This Declaration may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

IN WITNESS WHEREOF, Declarant have caused this Declaration to be executed upon the date first above written.



National Surety Trust II, L.L.C.

By: _____

George D. Hanus, President

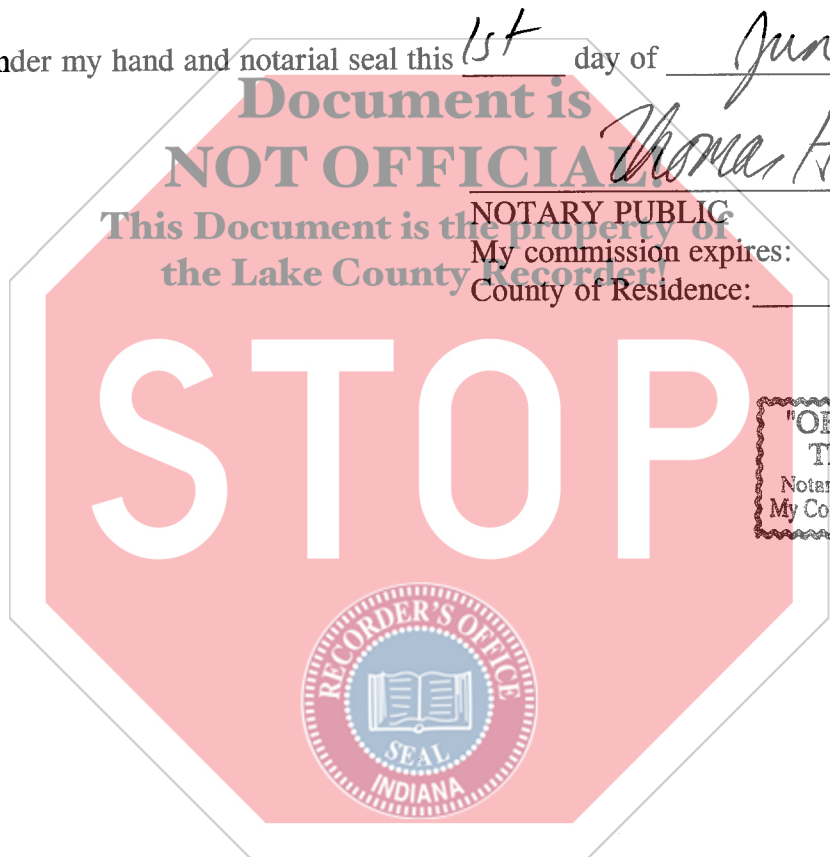
STATE OF Illinois)
COUNTY OF Cook) SS

I, Thomas H. Page, a notary public in and for said County in the State aforesaid, to do hereby certify that George D. Hanus, the President of National Surety Trust II, L.L.C., an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of June, 2005.

Document is NOT OFFICIAL
This Document is the property of the Lake County Recorder

Thomas H. Page
NOTARY PUBLIC
My commission expires: _____
County of Residence: _____



"OFFICIAL SEAL"
Thomas H. Page
Notary Public, State of Illinois
My Commission Exp. 08/16/2008

EXHIBIT A

Parcel 1

Lot 2, in Hobart Commons, as per the plat thereof recorded in Plat Book 58, Page 10, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B

Parcel 2

Lot 1, in Hobart Commons, as per the plat thereof recorded in Plat Book 58, Page 10, in the Office of the Recorder of Lake County, Indiana.



