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2006 024765

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 MAR 27 AM 9:42

MICHAEL A. BROWN
RECORDER

FILED

MAR 24 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

INSPECTION EASEMENT

cm6 20061447

This Inspection Easement is made as of the 15th day of March, 2006, by BLB ST. JOHN DEVELOPMENT, LLC, an Indiana limited liability company, (hereinafter the "Borrower") and BLB ST. JOHN, LLC, an Indiana limited liability company, in favor of FIRST UNITED BANK (hereinafter the "Lender").

RECITALS

- a) BLB St. John, LLC is the title owner of a partially improved and partially unimproved fee simple parcel of real property, more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Real Property").
- b) At the request of Borrower, the Lender has agreed to extend certain credit accommodation to the Borrower (hereinafter the "Loan"), secured by a mortgage on the Real Property.
- c) At the request of Borrower, BLB St. John, LLC has agreed to enter into this Inspection Easement.
- d) The Lender is unwilling to extend the Loan to the Borrower unless it has an absolute right, at any time and from time to time, to enter the Real Property for purposes of conducting inspections and tests to determine if the ownership, use and operation of the Real Property are in compliance with all applicable environmental laws and to inspect the construction and installation of infrastructure improvements on the Real Property.
- e) BLB St. John, LLC is willing to grant the Lender an irrevocable easement to permit the Lender to enter upon the Real Property for such inspection and testing so as to obtain the Loan.

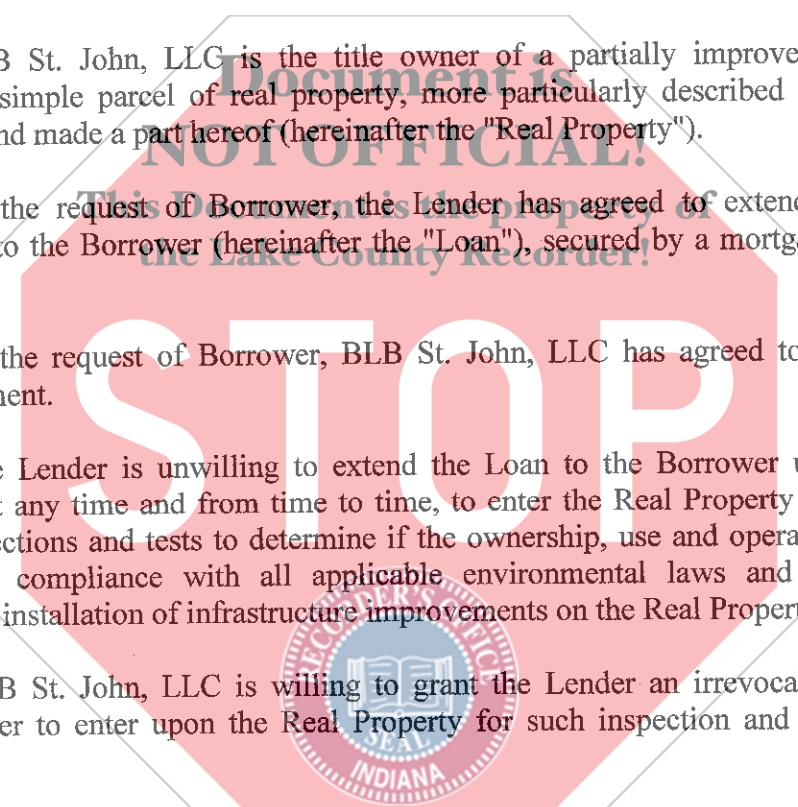
NOW THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Grant of Easement.** The Borrower hereby grants and conveys to the Lender an

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Chicago Title Insurance Company



easement to enter on and upon the Real Property at any time and from time to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing, as the Lender, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use and operation of the Real Property and the conduct of the activities engaged in thereon are in compliance with federal, state, and local environmental laws, rules and regulations. The Lender, or its designated agents, shall have the right to inspect and copy all of the Borrower's records relating to environmental matters and to enter all buildings or facilities of the Borrower for such purpose. In confirmation of the Lender's right to inspect and copy all of the Borrower's records relating to environmental matters and to secure the Borrower's obligations to the Lender in connection with the Loan, and under this Environmental Inspection Easement, the Borrower hereby grants to the Lender a continuing security interest in and to all of the Borrower's existing and future records with respect to environmental matters, whether or not located at the Real Property or elsewhere, whether or not in the possession of the Borrower or some third party (including any federal, state, or local agency or instrumentality), and whether or not written, photographic, or computerized, and the proceeds and products thereof. The Lender, or its designated agent, may interview any or all of the Borrower's agents and employees regarding environmental matters, including any consultants or experts retained by the Borrower, all of whom are directed to discuss environmental issues fully and openly with the Lender or its designated agent and to provide such information as may be requested. All of the costs and expenses incurred by the Lender with respect to the audits, tests, inspections and examinations which the Lender may conduct, including the fees of the engineers, laboratories, and contracts, shall be paid by the Borrower's beneficiaries. The Lender may, but shall not be required to, advance such costs and expenses on behalf of the Borrower. All sums so advanced shall bear interest at the highest rate provided with respect to the Loan. Additionally, the Borrower grants and conveys to Lender an easement to enter on and upon the Real Property to inspect the construction and installation of infrastructure improvements on the Real Property.

2. Duration and Defeasance. The easement granted hereby shall exist and continue until such time as all sums owed by the Borrower to the Lender in connection with the Loan have been repaid in full and the mortgage granted to the Lender to secure the Loan has been released of record. A release of the mortgage shall evidence a termination of the easement.

3. Enforcement. The Borrower acknowledges that no adequate remedy at law exists for a violation of the easement granted hereby and agrees that the Lender shall have the right to enforce the easement granted hereby by equitable writ or decree, including temporary and preliminary injunctive relief. In the event the Lender is required to enforce its rights hereunder the Borrower shall pay all of the Lender's costs and expenses in connection therewith, including all attorney's fees incurred by the Lender.

4. Assignability. This easement shall be assignable and shall be considered assigned to whomever holds the indebtedness secured by the mortgage.

5. Revocability. This easement is irrevocable and may not be revoked by the Borrower.

6. **Lender Not Mortgagee in Possession.** The exercise of rights granted hereunder shall not constitute the Lender's mortgagee in possession with respect to the Real Property.

7. **Construction and Intention.** This easement is intended to be and shall be construed as an interest in the Real Property and as an easement in gross. It is not intended to be a personal right of the Lender or a mere license.

8. **Binding Nature.** This agreement shall be binding upon the Borrower and its successors and assigns.

IN WITNESS WHEREOF, the Borrower and BLB St. John, LLC executes this Inspection Easement as of the date first above written.


BORROWER:

BLB St. John Development, LLC by its managers

Phillippe Builders, Inc.

By: 
D. Robert Phillippe, president

Lotton Development, Inc., manager


By: 
John T. Lotton, president

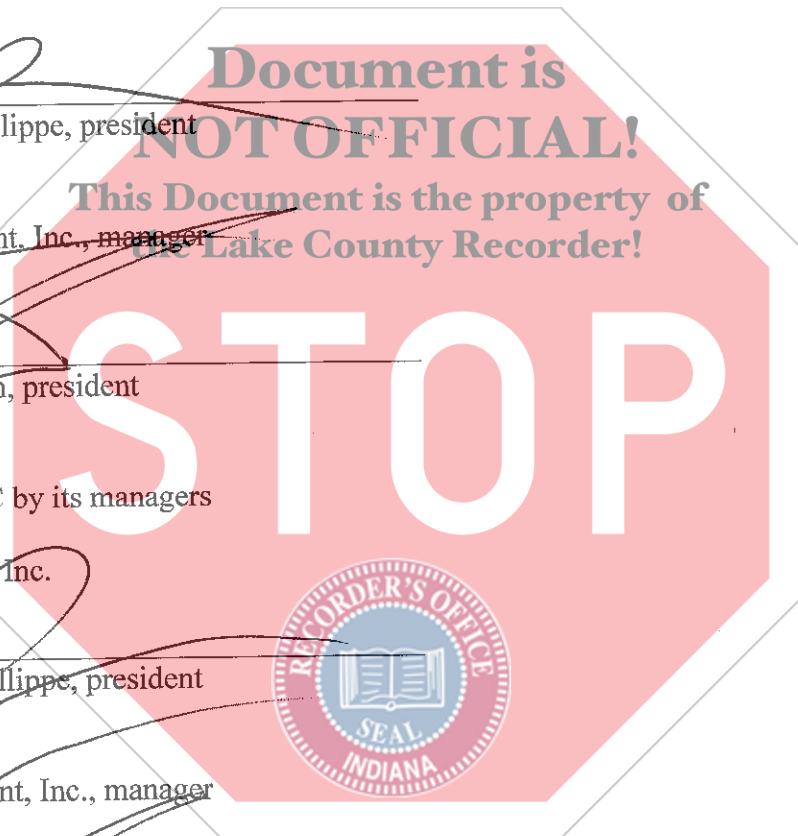
BLB St. John, LLC by its managers

Phillippe Builders, Inc.

By: 
D. Robert Phillippe, president

Lotton Development, Inc., manager

By: 
John T. Lotton, president



STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, ANNA M. SUNDEEN, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that D. Robert Phillippe, President of Phillippe Builders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as BLB St. John Development, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 15th day of March, 2006.


Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, ANNA M. SUNDEEN, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that John T. Lotton, President of Lotton Development, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as BLB St. John Development, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 15th day of March, 2006.



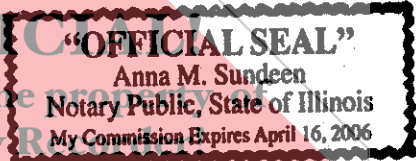
Notary Public

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The Lake County Recorder's Office



This document was prepared by:

Edward L. Morrison, Jr.
20280 Governors Highway
Suite 302
Olympia Fields, IL 60461

STOP

After recording mail to:

First United Bank
20 W. Steger Road
Steger, IL 60475
Attention: Theresa Hershberger



FUBloans/BLBSUJDev1/InspEsmt

STATE OF ILLINOIS)
) SS
COUNTY OF WILL

I, ANNA M. SUNDEEN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that D. Robert Phillippe, President of Phillippe Builders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as BLB St. John, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 17th day of March, 2006.

Anna M. Sundeen
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, ANNA M SUNDEEN, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that D. Robert Phillippe, President of Phillippe Builders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as BLB St. John, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 17th day of March, 2006.

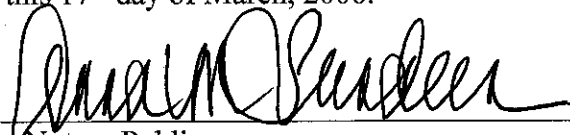

Notary Public



EXHIBIT A

Parcel 1: (Unit 5)

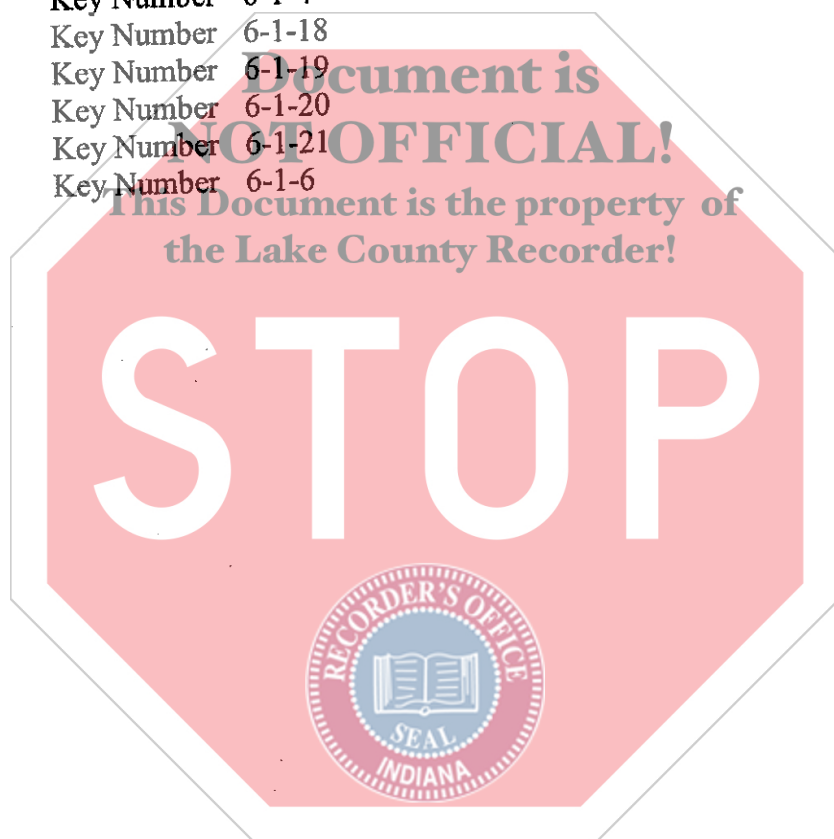
That part of Section 3, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Section 3; thence South 89 degrees 27 minutes 42 seconds East along the South line of said Section, 2601.37 feet; thence North 00 degrees 32 minutes 18 seconds East, 1308.40 feet for a place of beginning; thence North 89 degrees 27 minutes 42 seconds West, 100.00 feet; thence North 00 degrees 32 minutes 18 seconds East, 1163.94 feet; thence North 89 degrees 27 minutes 42 seconds West, 816.25 feet to a nontangent curve; thence along the arc of a curve concave to the Northeast having a radius of 90.00 feet, having a chord bearing of North 44 degrees 44 minutes 45 seconds West, 362.05 feet; thence North 00 degrees 01 minutes 48 seconds West, 71.50 feet to a point of curvature; thence along an arc of a curve concave to the Southwest, having a radius of 100.00 feet, having a chord bearing of North 25 degrees 37 minutes 41 seconds West, 89.35 feet; thence North 38 degrees 46 minutes 28 seconds East, 249.95 feet; thence North 19 degrees 23 minutes 32 seconds East, 151.63 feet; thence North 00 degrees 53 minutes 06 seconds East, 560.03 feet; thence South 89 degrees 06 minutes 54 seconds East, 143.46 feet; thence South 84 degrees 46 minutes 38 seconds East, 54.00 feet; thence South 78 degrees 10 minutes 29 seconds East, 64.00 feet; thence South 66 degrees 51 minutes 13 seconds East, 63.00 feet; thence North 26 degrees 09 minutes 58 seconds East, 200.00 feet to a nontangent curve; thence along the arc of a curve concave to the Southwest, having a radius of 560.00 feet, having a chord bearing of North 63 degrees 00 minutes 35 seconds West, 22.98 feet; thence North 25 degrees 48 minutes 53 seconds East, 211.92 feet to the South line of the North Half of the Northwest Quarter of said Section 3; thence South 89 degrees 06 minutes 54 seconds East along said South line, 416.95 feet to the Southeast corner of said North Half; thence North 00 degrees 01 minutes 06 seconds West along the East line of said North Half, 117.55 feet; thence South 89 degrees 25 minutes 50 seconds East, 713.64 feet to a nontangent curve; thence along the arc of a curve concave to the Northwest, having a radius of 900.00 feet, having a chord bearing of South 21 degrees 31 minutes 44 seconds West, 546.93 feet to a point of tangent; thence South 38 degrees 56 minutes 18 seconds West, 424.43 feet to a nontangent curve; thence along the arc of a curve concave to the Northwest, having a radius of 90.00 feet, having a chord bearing of South 38 degrees 56 minutes 18 seconds West, 176.72 feet; thence South 38 degrees 56 minutes 18 seconds West, 57.12 feet to a point of curvature; thence along an arc of a curve concave to the Southeast having a radius of 700.00 feet, having a chord bearing of South 19 degrees 44 minutes 18 seconds West, 469.15 feet to a point of tangent; thence South 00 degrees 32 minutes 18 seconds West, 1346.68 feet to the place of beginning.

Parcel 2: (Unit 7A)

That part of Section 3, Township 34 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana described as follows: Commencing at the Southwest corner of said Section 3; thence South 89 degrees 27 minutes 42 seconds East along the South line of said Section, 2601.37 feet; thence North 00 degrees 32 minutes 18 seconds East, 2472.34 feet for a place of beginning; thence North 00 degrees 32 minutes 18 seconds East, 182.94 feet to a point of curvature; thence along an arc of a curve concave to the Southeast having a radius of 700.00 feet, having a chord bearing of North 19 degrees 44 minutes 18 seconds East, 469.15 feet to a point of

tangent; thence North 38 degrees 56 minutes 18 seconds East, 57.12 feet to a nontangent curve; thence along the arc of a curve concave to the Northwest, having a radius of 90.00 feet, having a chord bearing of North 38 degrees 56 minutes 18 seconds East, 125.17 feet; thence North 38 degrees 56 minutes 18 seconds East, 176.72 feet; thence North 38 degrees 56 minutes 18 seconds East, 125.17 feet; thence South 51 degrees 03 minutes 42 seconds East, 830.00 feet; thence South 38 degrees 56 minutes 18 seconds West, 400.00 feet; thence North 51 degrees 03 minutes 42 seconds West, 70.00 feet; thence South 38 degrees 56 minutes 18 seconds West, 135.81 feet; thence South 67 degrees 00 minutes 42 seconds West, 34.33 feet; thence South 87 degrees 00 minutes 42 seconds West, 42.60 feet; thence South 71 degrees 53 minutes 14 seconds West, 89.71 feet; thence South 59 degrees 18 minutes 07 seconds West, 88.04 feet; thence South 75 degrees 25 minutes 48 seconds West, 58.33 feet; thence North 76 degrees 30 minutes 58 seconds West, 101.99 feet; thence North 46 degrees 27 minutes 39 seconds West, 58.33 feet; thence North 46 degrees 27 minutes 39 seconds West, 89.00 feet; thence North 00 degrees 32 minutes 18 seconds East, 9.29 feet; thence North 89 degrees 27 minutes 42 seconds West, 126.54 feet to the place of beginning.

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|---------------|-------------------|
| Taxing Unit 5 | Key Number 6-1-2 |
| Taxing Unit 5 | Key Number 6-1-3 |
| Taxing Unit 5 | Key Number 6-1-4 |
| Taxing Unit 5 | Key Number 6-1-18 |
| Taxing Unit 5 | Key Number 6-1-19 |
| Taxing Unit 5 | Key Number 6-1-20 |
| Taxing Unit 5 | Key Number 6-1-21 |
| Taxing Unit 5 | Key Number 6-1-6 |



DECLARATION

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under penalties of perjury, that the foregoing declarations are true.

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Edward L. Morrison, Jr.

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