

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL BROWN
RECORDER

**Prepared By and After
Recording Mail to:**

Holland & Knight LLP
131 South Dearborn
30th Floor
Chicago, Illinois 60603
Attn.: Grant McCorkhill
Phone: 312-263-3600

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CHICAGO TITLE INSURANCE COMPANY

CM 620058476

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into this 18th day of April, 2006, by and between the CITY OF WHITING, an Indiana municipal corporation ("Whiting"), and PREFERRED-WHITING LLC, an Illinois limited liability company ("Walgreens Owner").

RECITALS:

- A. Whiting owns a parcel of real estate ("Whiting Parcel"), described on Exhibit A attached hereto;
- B. Walgreens Owner owns fee title to or a leasehold interest in certain parcels of real estate ("Walgreens Parcel"), described on Exhibit B hereto and adjacent to the Whiting Parcel, commonly known as the SEC of Indianapolis Boulevard and 119th Street, Whiting, Indiana 46394; the Walgreens Parcel includes that certain parcel of real estate separately described on Exhibit C hereto (the "North Parcel");
- C. The Walgreens Parcel will be developed by Walgreens Owner for Walgreen Co. ("Walgreens") with an approximately 14,820 square foot Walgreens pharmacy with drive-through facilities can be operated (the "Project") pursuant to the terms and conditions of the Purchase and Sale Agreement entered into by and between Walgreens Owner and Walgreens dated April 19, 2006;
- D. The Whiting Parcel has, or will have, thirty six (36) parking stalls as depicted on the Site Plan ("Site Plan") for the Project attached hereto as Exhibit D, which parking stalls will be for the non-exclusive use of Walgreens Owner.

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LAKE COUNTY AUDITOR.
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E. The North Parcel has, or will have, seventeen (17) parking stalls, nine (9) of which the parties agree will be for the exclusive use of Walgreens Owner and eight (8) of which will be for the exclusive use of Whiting.

F. Whiting and Walgreens Owner desire by this Agreement to grant certain easements, rights and benefits and to impose certain duties and obligations which will be binding upon each present and future owner of the Walgreens Parcel (including the Whiting Parcel) and the Whiting Parcel and which will inure to the benefit of each present and future owner of the Walgreens Parcel.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owners do hereby declare that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration and, in connection therewith, the parties hereto covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean Whiting and the Walgreens Owner and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Declaration, that is, the Whiting Parcel and the Walgreens Parcel (including the North Parcel), and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of the Whiting Parcel and the Walgreens Parcel that are outside of exterior walls of buildings or other structures from time to time located on the Parcels including, without limitation, any drive-thru lanes and areas, and which are either unimproved, or are improved as (without

limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(e) The term "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreens shall be deemed a third party beneficiary to this Declaration.

(f) The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location as shown on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby declare that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

(a) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of the Whiting Parcel and the Common Area of the Walgreens Parcel, including the Driveway and the North Parcel, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.

(b) A non-exclusive easement in favor of Walgreens Owner and its Permittees for the parking of vehicles in the parking area located on the Common Area of the Whiting Parcel as depicted on the Site Plan ("Non-Exclusive Parking Easement"), and as the same may be modified or relocated from time to time by Whiting, but at all times to include at least thirty six (36) parking spaces in substantially the same location as depicted on the Site Plan. In no event shall the Non-Exclusive Parking Easement be used for delivery or truck parking, employee parking, overnight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Non-Exclusive Parking Easement.

(c) An exclusive easement in favor of Whiting for the parking of vehicles in the parking area shown as the "Whiting Exclusive Parking Area" on the North Parcel as depicted on the Site Plan attached hereto

(the "Exclusive Parking Easement"). The Exclusive Parking Easement is for Permittees of Whiting. The Owners acknowledge and agree that the remainder of the parking located on the North Parcel shall be for the exclusive use of Walgreens Owner and Permittees of Walgreens Owner.

(d) An easement in favor of the Walgreens Owner upon the Whiting Parcel in the area shown on the Site Plan and the Drive Thru Plan ("Drive Thru Plan") attached hereto as Exhibit "E", for the installation, construction, reconstruction, replacement, operation, maintenance and repair of a drive thru structure ("Drive Thru") pursuant to the Drive Thru Plan. Whiting acknowledges and agreed that the Drive Thru structure shall be attached to the land with a foundation to support the Drive Thru. The easement granted herein shall be over, under, upon and across that portion of Whiting Parcel identified on the Site Plan and the Drive Thru Plan and shall further include the right of reasonable access over, under, upon and across Whiting Parcel to install, replace, maintain, repair and operate the Drive Thru. Once constructed, Walgreens Owner shall thereafter maintain, operate, illuminate and repair such Drive Thru, at Walgreens B's sole cost and expense. The Drive Thru shall be for the exclusive use of Walgreens Owner and its Permittees.

2.2 Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveway, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.3 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.4 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense or the expense of its Permittees all Common Area located on its Parcel (including but not limited to the Access Openings and Driveway) in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining in good condition and repair all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse, snow and ice from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining markings, directional signs, lines and striping as needed,

maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1 shall not be closed or materially impaired; (ii) the Parcels and the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; and (iii) the same shall not violate any of the provisions and easements granted in paragraph 2.

4. Construction of Driveway Improvements.

(a) The Walgreens Owner shall cause the parking lot and the Driveway on the Whiting Parcel to be repaved, and the curbs and gutters located on the Whiting Parcel to be improved, expanded and enlarged as depicted on the Site Plan at the Walgreens Owner's sole cost and expense, at the same time as such Owner develops the Walgreens Parcel for use by Walgreens.

(b) The costs and expenses relating to the design, construction and improvements to the Whiting Parcel and the Walgreens Parcel shall be paid in full by the Walgreens Owner.

5. Restrictions.

General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. Each Owner acknowledges and agrees that each Owner may construct new improvements, demolish existing improvements, replace existing improvements or add to existing improvements (herein, such construction, demolition, replacement and addition is collectively referred to as the "Work") on its property so long as such Work will not materially interfere with any of the easement rights granted to or reserved by the other Owners.

6. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain, or cause to be procured and maintained, casualty insurance for the full replacement cost of improvements located on its Parcel and comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.3 above), death, or property damage

occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and Walgreens during the continuance of Walgreens occupancy of the Walgreens Parcel (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreens (whether as tenant under the Walgreens Lease or in the event Walgreens becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.

7. Taxes and Assessments. Each Owner shall pay or cause to be paid all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Whiting Parcel or Walgreens Parcel. No easements, except (i) those expressly set forth in paragraph 2, and (ii) an easement over the Whiting Parcel so as to enable the construction of the Driveway improvements and other improvements required for the initial development for Walgreens by the Owner of Walgreens Parcel, shall be implied by this Declaration; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Chase Manhattan Bank (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest

allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on the Walgreens Parcel or the Whiting Parcel, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Indiana, provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Lake County, Indiana prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

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

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Declaration, the nondefaulting

Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Declaration.

10. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Lake County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of the Whiting Parcel and Walgreens Parcel in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The Owners agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Whiting Parcel and the Walgreens Parcel, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Indiana.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Declaration, and no modification or amendment of this Declaration shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreens while Walgreens retains an interest in the Walgreens Parcel.

11.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreens under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Declaration and the application thereof to the Whiting Parcel and the Walgreens Parcel are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

11.9 Time of Essence. Time is of the essence of this Declaration.

11.10 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and

understandings are superseded hereby. The foregoing notwithstanding, the parties hereto acknowledge and agree that the easements granted hereunder may be further memorialized, in whole or in part, by the recording of a Plat of Easement, approved in writing by the Owners, recorded and encumbering the Parcels.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreens (during the continuance of the Walgreens occupancy of the Walgreens Parcel). The notice addresses of the Owners and Walgreens are as follows:

Walgreens: Walgreen Company
Law Department
104 Wilmot Road, MS-1420
Deerfield, IL 60015
Attn.: Marla Blair, Esq.

Whiting Owner: The City of Whiting
1443 119th Street
Whiting, Indiana 46394
Attn.: Mayor

With a copy to: The City of Whiting
1443 119th Street
Whiting, Indiana 46394
Attn.: City Attorney

Walgreens Owner: Preferred-Whiting LLC
141 West Jackson Blvd., Suite 3540
Chicago, IL 60604
Fax: (312) 987-1101
Attn.: Thomas Morabito

With a copy to: Holland & Knight LLP
131 South Dearborn
30th Floor
Chicago, IL 60603
Fax: (312) 993-9350
Attn: C. Grant McCorkhill

11.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

11.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreens, shall from time to time provide the requesting Owner or Walgreens, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.



IN WITNESS WHEREOF, the Owners have executed this Declaration as of the date first written above.

WHITING:

THE CITY OF WHITING,
An Indiana municipal corporation

By: *Joseph Habuer*
Its: Mayor

Attest:

By: *Margaret Hrewniak*
Its: Clerk-Treasurer

WALGREENS OWNER:

PREFERRED-WHITING LLC,
an Illinois limited liability company

By: _____
Its: _____

Attest:

By: _____
Its: _____

- Exhibit "A" - Legal Description of Whiting Parcel.
- Exhibit "B" - Legal Description of Walgreens Parcel.
- Exhibit "C" - Legal Description of North Parcel.
- Exhibit "D" - Site Plan.



IN WITNESS WHEREOF, the Owners have executed this Declaration as of the date first written above.

WHITING:

THE CITY OF WHITING,
An Indiana municipal corporation

By: _____
Its: _____

Attest:

By: _____
Its: _____

WALGREENS OWNER:

PREFERRED-WHITING LLC,
an Illinois limited liability company

By: _____
Its: _____

Attest:

By: _____
Its: _____

- Exhibit "A" - Legal Description of Whiting Parcel.
- Exhibit "B" - Legal Description of Walgreens Parcel.
- Exhibit "C" - Legal Description of North Parcel.
- Exhibit "D" - Site Plan.



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, a Notary Public, do hereby certify that Joseph M., Stahura and Margaret Drewniak, personally known to me to be the Mayor and Clerk-Treasurer, respectively, of THE CITY OF WHITING, an Indiana municipal corporation, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such Mayor and Clerk Treasurer of said municipal corporation, and caused the seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Public Works & Safety of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 18th day of April 2006.

Carol R. Stelow

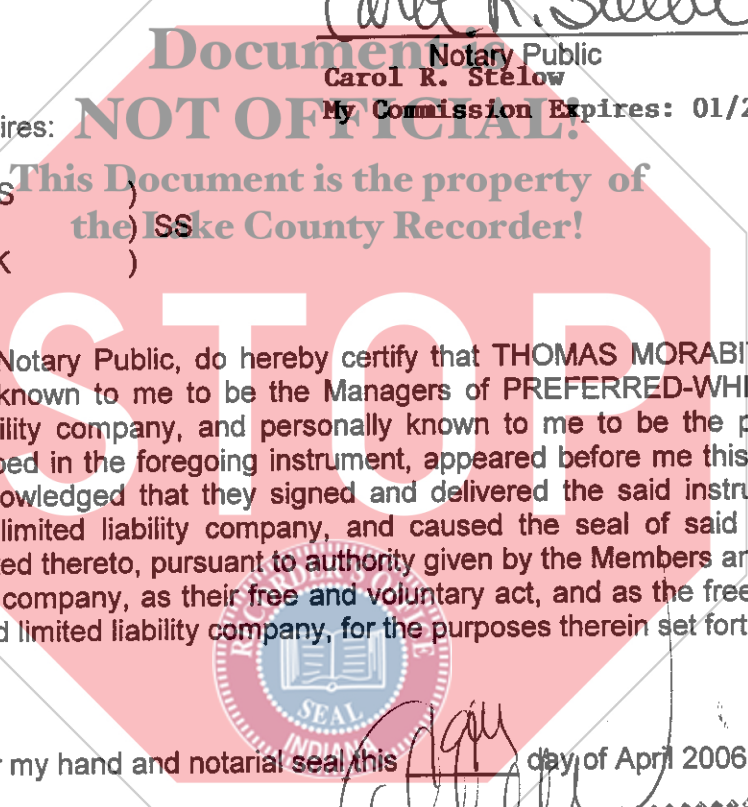
Notary Public
Carol R. Stelow

My Commission Expires: 01/29/12

My commission expires:

STATE OF ILLINOIS)

COUNTY OF COOK)



I, a Notary Public, do hereby certify that THOMAS MORABITO and EVAN OLIFF, personally known to me to be the Managers of PREFERRED-WHITING LLC, an Indiana limited liability company, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such Managers of said limited liability company, and caused the seal of said limited liability company to be affixed thereto, pursuant to authority given by the Members and Managers of said limited liability company, as their free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of April 2006.

[Signature]

OFFICIAL SEAL
Liz Sarah M. Woodrum
Notary Public of Illinois
My Commission Expires 10/30/07

My commission expires:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Stacey Priggo

Exhibit "A"

Legal Description of Whiting Parcel

The North 15 feet of Lot 72, and all of Lots 73 through 77, both inclusive, in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the center of Indiana Boulevard, in the City of Whiting, as per plat thereof, recorded in Plat Book 2, Page 52, in the office of the Recorder of Lake County, Indiana.



Exhibit "B"

Legal Description of Walgreens Parcel

FEE TITLE PARCELS:

Lot 10 in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indiana Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana.

Lots 11, 12 and 13 in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indiana Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana.

Lots 18, 19 and the Northwesterly Rectangular Half of Lot 20 in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indiana Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana.

Lot 21 and the Southeasterly half of Lot 20 in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indiana Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana.

Lots 22, 23, 24, 25, 26, 27 and 28 in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indiana Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana.

Lots 29 and the North 15 feet of Lot 30 in Whittings, a Subdivision of the Southwest Quarter of the Northeast Quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indiana Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana.

GROUND LEASE PARCEL:

All of that part of a 16 foot wide platted alley generally lying between Lots 20 through 30, and Lots 72 through 77, all as shown in Whittings, a Subdivision of the Southwest quarter of the Northeast quarter of Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the Center of Indianapolis Boulevard, in the City of Whiting, as per Plat thereof, recorded in Plat Book 2, Page 52, in the Office of the Recorder of Lake County, Indiana, the North line of said part being the North line of said Lot 77 extended West and the South line of said part being the South line of the North 15 feet of said Lot 72 extended Southwest.

Exhibit "C"

Legal Description of North Parcel

Lots 11, 12 and 13 in Whitings, a Subdivision of the Southwest 1/4 of the Northeast 1/4 Section 7, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying North of the center of Indiana Boulevard, in the City of Whiting, as per plat thereof, recorded in Plat Book 2, page 52, in the Office of the Recorder of Lake County, Indiana.



Exhibit "D"

Site Plan

[SEE ATTACHED]

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EXHIBIT "E"

DRIVE THRU PLAN

