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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 021571

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MICHAEL A. BROWN
RECORDER

Cross-Reference: Instrument No. _____
Book _____ Page _____ (Real Estate Deed)
Office of the Recorder of Lake County, Indiana

DECLARATION OF ACCESS EASEMENT

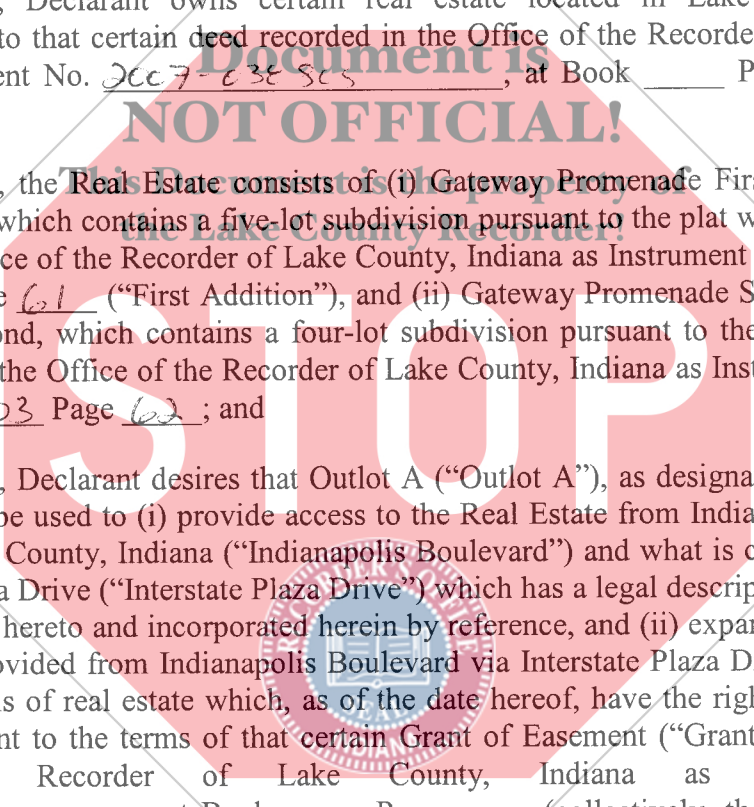
This Declaration of Access Easement ("Declaration") is made this 3 day of April, 2009, by BL HOLDINGS, LLC, an Illinois limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant owns certain real estate located in Lake County, Indiana conveyed pursuant to that certain deed recorded in the Office of the Recorder of Lake County, Indiana as Instrument No. 2007-038585, at Book _____ Page _____ ("Real Estate"); and

WHEREAS, the Real Estate consists of (i) Gateway Promenade First Addition to the City of Hammond, which contains a five-lot subdivision pursuant to the plat with respect thereto recorded in the Office of the Recorder of Lake County, Indiana as Instrument No. 2009-020214, at Book 103 Page 61 ("First Addition"), and (ii) Gateway Promenade Second Addition to the City of Hammond, which contains a four-lot subdivision pursuant to the plat with respect thereto recorded in the Office of the Recorder of Lake County, Indiana as Instrument No. 2009-020215, at Book 103 Page 62; and

WHEREAS, Declarant desires that Outlot A ("Outlot A"), as designated on the plat for the First Addition, be used to (i) provide access to the Real Estate from Indianapolis Boulevard in Hammond, Lake County, Indiana ("Indianapolis Boulevard") and what is commonly referred to as Interstate Plaza Drive ("Interstate Plaza Drive") which has a legal description as set forth in Exhibit A, attached hereto and incorporated herein by reference, and (ii) expand and supplement access currently provided from Indianapolis Boulevard via Interstate Plaza Drive to and for the benefit of all parcels of real estate which, as of the date hereof, have the right to use Interstate Plaza Drive pursuant to the terms of that certain Grant of Easement ("Grant") recorded in the Office of the Recorder of Lake County, Indiana as Instrument No. 14765, at Book _____ Page _____ (collectively, the "Interstate Plaza Benefited Parcels"), all as more particularly described herein. At the time the Grant was made, the Interstate Plaza Benefited Parcels consisted of the real estate described on Exhibit B, attached hereto and incorporated herein by reference.



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

002418

DECLARATION

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Declarant hereby declares as follows:

1. Declaration of Access Easement. Declarant hereby declares, creates and grants a perpetual, non-exclusive access easement ("Access Easement") on, over, under, through and across Outlot A as described on Exhibit C, attached hereto and incorporated herein by reference ("Access Easement Area"), for the benefit of the Real Estate and, to the extent permitted by law, the Interstate Plaza Benefited Parcels, for purposes of:

(a) vehicular and pedestrian ingress and egress between and among Indianapolis Boulevard, Interstate Plaza Drive, the Real Estate and the Interstate Plaza Benefited Parcels; and

(b) laying, relocating, repairing and maintaining utility lines in the Access Easement Area; and

(c) for all other purposes for which the Access Easement Area could be used if the Access Easement Area were a dedicated public way.

2. Use by Declarant. Declarant reserves the right to use and enjoy the Access Easement Area for all purposes consistent with and that will not interfere with the rights declared, created and granted herein, including, but not limited to, granting of other easements; provided that Declarant shall not construct or place, or permit to be constructed or placed, any structure or obstruction on the Access Easement Area that will prevent or interfere with the use of the Access Easement Area for the purposes set forth in Section 1 above.

3. Maintenance and Repair. Declarant shall, subject to the right to reimbursement as provided herein below, maintain and repair, or cause to be maintained and repaired, the Access Easement Area in a condition consistent with the condition of Interstate Plaza Drive, including, but not limited to, maintaining a smooth roadway surface without obstruction to the free flow of traffic over the Access Easement Area and removing snow from the Access Easement Area; provided, however, that Declarant shall have the right to interrupt or close off the Access Easement Area in order to perform repair or other work thereon, for security purposes or if any court or governmental authority orders the Access Easement Area, or any portion thereof, to be closed or takes any action which makes the Access Easement Area, or any portion thereof, no longer useful. Declarant shall be entitled to pro rata reimbursement for maintenance, repairs and other work performed pursuant to this Declaration from each of the owners of the Interstate Plaza Benefited Parcels based on the total number of Interstate Plaza Benefited Parcels in existence from time to time, and such owners shall pay such reimbursement amount to Declarant, or such other party as Declarant directs, within fifteen (15) days of receipt of written demand for such reimbursement from Declarant. If any owner of the Interstate Plaza Benefited Parcels fails or refuses to pay its pro rata share of such costs incurred by Declarant to maintain, repair or perform other work relating to Outlot A, the Declarant shall have the right to unilaterally terminate this Access Easement as to such owner.

Notwithstanding anything to the contrary set forth in this Declaration, any person or entity performing any work in the Access Easement Area pursuant to this Declaration, including, but not limited to, utility-related work, or the person or entity on whose behalf such work is being performed, shall, at its sole cost and expense, promptly repair any damage caused to the Access Easement Area, any utilities and improvements located thereon, and any adjacent real or personal property, and otherwise restore the Access Easement Area or other property as nearly as practicable to its original condition.

4. Amendment. Declarant reserves the right to amend this Declaration from time to time, provided that any such amendment shall be recorded after execution

5. Mortgage Subordination. Any mortgage or deed of trust affecting any portion of the Access Easement Area shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure, trustee's sale, tax sale or otherwise shall acquire title subject to all of the terms and provisions of this Declaration.

6. Title and Taxes. Declarant represents that it is the owner in fee simple of the Access Easement Area, that it is lawfully seized thereof and has the right to make this Declaration. Declarant shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied in whole or in part against the Access Easement Area. Declarant represents that execution and delivery of this Declaration and performance by the Declarant of its obligations hereunder will not violate any agreement, instrument, order, judgment, decree, permit, approval, license, law, regulation or ordinance to which Declarant is a party or by which Declarant or the Access Easement Area are bound or which otherwise affect the Access Easement Area.

7. Non-Dedication; Use. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Access Easement or Access Easement Area to the general public or for any public use or purpose whatsoever, it being the intention of the Declarant and its successors and assigns that nothing in this Declaration, expressed or implied, shall confer upon any person, other than the Declarant, the parties referenced herein and their successors and assigns, any rights or remedies under or by reason of this Declaration.

8. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Indiana, without regard to conflicts of laws rules thereof.

9. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

10. Headings. The headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

11. General. This Declaration shall run with the Real Estate and, to the extent permitted by law, Interstate Plaza Drive and the Interstate Plaza Benefited Parcels, shall be a burden upon the Access Easement Area, and shall be binding upon all successors and assigns of Declarant. This Declaration and the rights and responsibilities set forth herein shall automatically terminate, without further action or consent by any person or entity, upon the dedication, if ever, of the Access Easement Area to, and acceptance thereof by, the City of Hammond, Indiana. In the event of any discrepancy between the legal descriptions attached hereto as Exhibit A and Exhibit B and their respective legal descriptions attached to the Grant, the legal descriptions attached to the Grant shall control and Exhibit A and/or Exhibit B attached hereto shall be deemed to be revised to the extent necessary to be identical to their respective legal descriptions attached to the Grant.

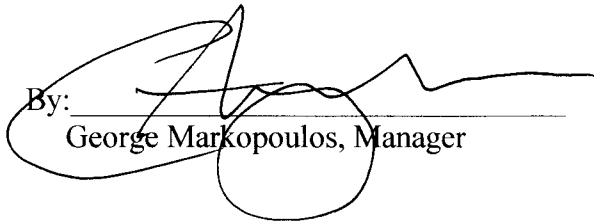
* * *



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first above written.

DECLARANT:

~~BLUE LIGHT~~ ^{BL} HOLDINGS, LLC

By: 
George Markopoulos, Manager

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared George Markopoulos, the Manager of Blue Light Holdings, LLC, an Illinois limited liability company, who acknowledged execution of the foregoing Declaration of Access Easement on behalf of said entity, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 2 day of April, 2009.

OFFICIAL SEAL
HEATHER FENCHEL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-27-2010

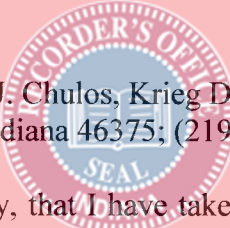
My Commission Expires

COOK

My County of Residence


Notary Public – Signature

Heather Fenchel
Printed Name



This Instrument prepared by: Nicholas J. Chulos, Krieg DeVault LLP, 833 West Lincoln Highway, Suite 410-W, Schererville, Indiana 46375; (219) 227-6100.

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: Nicholas J. Chulos

EXHIBIT A

Interstate Plaza Drive

That part of the Southeast one-quarter (SE-1/4) of Section 17, Township 36 North, Range 9 West of the 2nd Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Commencing on the East line of Indianapolis Boulevard 913.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 recorded May 13, 1963) as measured along said East lines (said East lines having a bearing of North 35° 12' 30" West and North 37° 21' West) thence North 37° 21' West along said East line 60 feet; thence North 52° 39' East 800 feet; thence South 36° 28' 59" East 60 feet; thence South 52° 39' West 800 feet to the place of beginning, containing 1.102 acres more or less.

and that part of the Southeast quarter of Section 17, Township 36 North, Range 9 West in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on East line of Indianapolis Blvd., 973.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along said East line of Indianapolis Blvd. (Said East line having a bearing of North 35° 12' 30" West and North 37° 21' West); Thence North 52° 39' East, a distance of 800 feet to the place of beginning of the Parcel herein described: Commencing at said Point of Beginning: Thence South 36° 28' 59" East, a distance of 160.0 feet; Thence North 53° 31' 01" East, a distance of 40 feet; Thence North 36° 28' 59" West, a distance of 160.0 feet; Thence South 52° 39' West, a distance of 40 feet to the place of Beginning.



EXHIBIT B

Original Interstate Plaza Benefited Parcels

That part of the West half of Section 16, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the City of Hammond, Lake County; Indiana, described as follows: commencing at a point on the East line of Indianapolis Boulevard 973.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963), as measured along the East line of said Indianapolis Boulevard (said East line of Indianapolis Boulevard having a bearing and distances from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10 feet, and North 37 degrees 21 minutes West, at a distance of 420.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+ 80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473) and as measured along said East line of Indianapolis Boulevard; thence North 52 degrees 39 minutes East, a distance of 840 feet; thence South 36 degrees 28 minutes 59 seconds East, a distance of 1103 feet; thence North 53 degrees 31 minutes 01 second East, a distance of 82.24 feet to a point on the West line of said Section 16 and the point of beginning; thence North 53 degrees 31 minutes 01 second East, a distance of 967.76 feet to the P.C. of Curve No. 1, said curve having a radius of 1050.0 feet; thence Northwesterly along the arc of said curve, a distance of 914.66 feet to the point of intersection with the said West line of Section 16; thence South along said West line of Section 16, a distance of 999.07 feet to the point of beginning, in Lake County, Indiana.

That part of the East half of Section 17, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at a point on the East line of Indianapolis Boulevard 973.10 feet Northwesterly of the thread of the stream of the Little Calumet River (located and described in Document No. 481268 and recorded May 13, 1963) as measured along the East line of said Indianapolis Boulevard, (said East line of Indianapolis Boulevard having a bearing and distances from the thread of the stream of North 35 degrees 12 minutes 30 seconds West, at a distance of 553.10 feet, and North 37 degrees 21 minutes West, at a distance of 420.0 feet); said point also being 60.0 feet South 37 degrees 21 minutes East of station 71 plus 80 of line AA (+ 80, 87 feet) as recorded in Indiana State Highway Commission right-of-way Grant Document No. 457419 and in Book 608, page 473), and as measured along said East line of Indianapolis Boulevard, thence North 52 degrees 39 minutes East a distance of 840 feet to the point of beginning; thence South 36 degrees 28 minutes 59 seconds East, a distance of 1103 feet; thence North 53 degrees 31 minutes 01 second East, a distance of 82.24 feet to a point on the East line of Section 17; thence North along said East line of Section 17 a distance of 999.07 feet to a point on curve No. 1; said curve No. 1 having a radius of 1050.0 feet; thence Southwesterly along the arc of said curve, a distance of 514.77 feet, to a point on curve No. 2, said curve No. 2 having a radius of 200.00 feet; thence Northwesterly along the arc of said curve No. 2, a distance of 186.75 feet to the P.T. of curve No. 2; thence South 52 degrees 39 minutes West, a distance of 60.00 feet to the point of beginning, in Lake County, Indiana.

EXHIBIT C

Access Easement Area

Outlot A in the Gateway Promenade First Addition to the City of Hammond, pursuant to the plat with respect thereto recorded in the Office of the Recorder of Lake County, Indiana as Instrument No. 2009-020214, at Book 103 Page 61.



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