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RETURN RECORDED DOCUMENT TO:

Walgreen Co.
104 Wilmot Road, MS #1420
Deerfield, Illinois 60015
Attn: Lola Allen-Muhammad (Store # 10123)

This Instrument Prepared by:
Richard N. Steiner, Esq.
104 Wilmot Road
Deerfield, Illinois 60015

2011 029206

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2011 MAY 26 AM 11:47
MICHAEL D. FAJMAN
RECORDER

DECLARATION OF RESTRICTIONS

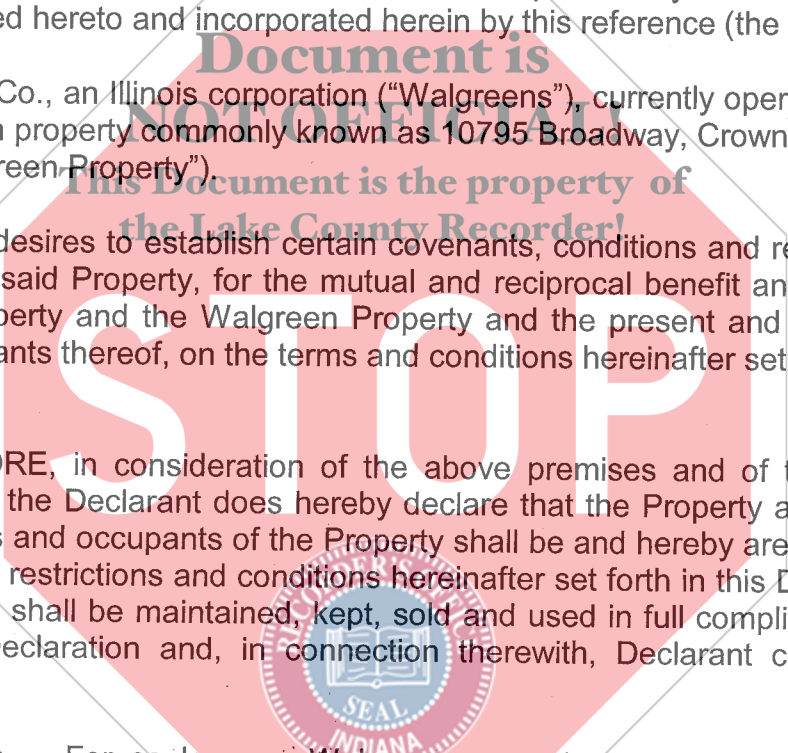
THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made and entered into this ____ day of _____, 2011, by KRG/I-65 Partners Beacon Hill, LLC, an Indiana limited liability company ("Declarant")

RECITALS

- A. Declarant is the owner of that certain real property situated in the City of Crown Point, County of Lake, State of Indiana, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Walgreen Co., an Illinois corporation ("Walgreens"), currently operates a store at that certain property commonly known as 10795 Broadway, Crown Point, Indiana (the "Walgreen Property").
- C. Declarant desires to establish certain covenants, conditions and restrictions with respect to said Property, for the mutual and reciprocal benefit and complement of the Property and the Walgreen Property and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

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

- 1. Restrictions. For so long as Walgreens operates a store at the Walgreen Property, it is expressly agreed that neither all nor any portion of the Property shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind or (ii) the operation of a medical diagnostic lab, or the provision of treatment services



001891

MAY 26 2011

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

19.00
FN
LR

(other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subclause [ii]).

2. Remedies and Enforcement. In the event of a breach or threatened breach by Declarant of any of the terms, covenants, restrictions or conditions hereof, Walgreens 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.

3. Attorneys' Fees. In the event Walgreens 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.

4. 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 and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of Declarant and Walgreen are as follows:

Walgreen:

Walgreens
Attention: Corporate and Transactional Law Department
Real Estate Group
104 Wilmot Road
MS #1420
Deerfield, IL, 60015
Re: Store # 10123

Declarant:

KRG/I-65 Partners Beacon Hill, LLC
c/o Kite Realty Group
Attn: Vice President of Property Operations
30 South Meridian Street, Suite 1100
Indianapolis, Indiana 46204

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

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

KRG/I-65 Partners Beacon Hill, LLC,
an Indiana limited liability company

[Declarant]

By: [Signature]

RMS

Printed Name: Thomas K McGowan

Its: President/COO

[NOTARY]

STATE OF Indiana)

COUNTY OF Marion) SS.

Document is NOT OFFICIAL!

On this 28 day of March, 2011, before me appeared Thomas K. McGowan the President + COO of KRG/I-65 Partners Beacon Hill, LLC, an Indiana limited liability company, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
June 17, 2016



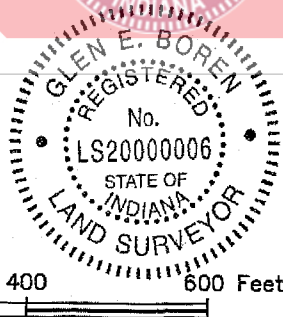
PLAT OF DESCRIPTION - PAGE 1 OF 2

LEGAL DESCRIPTION: PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3 MARKED BY A BRASS PLUG IN CONCRETE; THENCE NORTH 00 DEGREES 33 MINUTES 01 SECOND WEST, 1,329.46 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 32 MINUTES 03 SECONDS EAST, 1,325.39 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 35 MINUTES 08 SECONDS EAST, 662.12 FEET ALONG LAST SAID WEST LINE TO THE NORTHERNMOST POINT OF A LAND DESCRIBED AS PARCEL 3 TO I-65 PARTNERS, LLC IN DOCUMENT NUMBER 2005 020434 AND RECORDED ON MARCH 17, 2005 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID NORTHERNMOST POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET AND A CHORD THAT BEARS SOUTH 22 DEGREES 35 MINUTES 57 SECONDS EAST, 299.86 FEET; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE EASTERLY AND SOUTH LINE OF SAID I-65 PARTNERS, LLC PARCEL:

- 1.) SOUTHERLY 307.37 FEET ALONG LAST SAID CURVE TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 400.00 FEET AND A CHORD THAT BEARS SOUTH 21 DEGREES 02 MINUTES 22 SECONDS EAST, 287.21 FEET;
- 2.) THENCE SOUTHERLY 293.77 FEET ALONG LAST SAID CURVE;
- 3.) SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 74.84 FEET TO THE NORTH RIGHT OF WAY LINE OF 109TH AVENUE;
- 4.) SOUTH 89 DEGREES 51 MINUTES 11 SECONDS WEST, 212.00 FEET TO SAID WEST LINE OF SAID SOUTHWEST QUARTER, QUARTER; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF 109TH AVENUE THE FOLLOWING THREE COURSES:
 - 1.) SOUTH 89 DEGREES 51 MINUTES 11 SECONDS WEST, 195.92;
 - 2.) NORTH 08 DEGREES 08 MINUTES 48 SECOND WEST, 15.00 FEET;
 - 3.) SOUTH 89 DEGREES 51 MINUTES 11 SECONDS WEST, 39.19 FEET TO THE SOUTHEAST CORNER OF BEACON HILL PHASE ONE, AS SHOWN IN PLAT BOOK 97, PAGE 46 IN SAID RECORDER'S OFFICE AS DOCUMENT NUMBER 2005 047434; THENCE ALONG THE EAST LINE OF SAID BEACON HILL PHASE ONE THE FOLLOWING ELEVEN COURSES:
 - 1.) NORTH 09 DEGREES 07 MINUTES 22 SECONDS EAST, 32.24 FEET;
 - 2.) NORTH 11 DEGREES 09 MINUTES 37 SECONDS WEST, 146.01 FEET;
 - 3.) NORTH 15 DEGREES 08 MINUTES 13 SECONDS WEST, 129.58 FEET;
 - 4.) NORTH 11 DEGREES 11 MINUTES 16 SECONDS WEST, 174.30 FEET;
 - 5.) NORTH 01 DEGREES 20 MINUTES 39 SECONDS EAST, 262.79 FEET;
 - 6.) NORTH 00 DEGREES 26 MINUTES 41 SECONDS WEST, 155.83 FEET;
 - 7.) NORTH 23 DEGREES 33 MINUTES 26 SECONDS WEST, 147.56 FEET;
 - 8.) NORTH 17 DEGREES 04 MINUTES 44 SECONDS WEST, 61.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CHORD THAT BEARS NORTH 49 DEGREES 03 MINUTES 53 SECONDS WEST, 66.90 FEET;
 - 9.) THENCE NORTHWESTERLY 66.97 FEET ALONG LAST SAID CURVE TO A POINT OF REVERSE CURVE, SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 360.00 FEET AND A CHORD THAT BEARS NORTH 53 DEGREES 06 MINUTES 40 SECONDS WEST, 105.26 FEET;
 - 10.) THENCE NORTHWESTERLY 105.64 FEET ALONG LAST SAID CURVE;
 - 11.) NORTH 28 DEGREES 28 MINUTES 57 SECONDS EAST, 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 440.00 FEET, A CHORD THAT BEARS SOUTH 56 DEGREES 33 MINUTES 54 SECONDS EAST, 75.97 FEET; THENCE SOUTHEASTERLY 76.06 FEET ALONG LAST SAID CURVE, SAID CURVE BEING THE SOUTHERLY LINE OF AN APPURTENANT DRAINAGE EASEMENT AS SHOWN IN SAID BEACON HILL PHASE ONE; THENCE THE FOLLOWING FIVE COURSES AND DISTANCES ALONG SAID SOUTHERLY LINE OF SAID APPURTENANT DRAINAGE EASEMENT:
 - 1.) NORTH 09 DEGREES 53 MINUTES 11 SECONDS WEST, 81.88 FEET;
 - 2.) NORTH 48 DEGREES 15 MINUTES 02 SECONDS EAST, 91.38 FEET;
 - 3.) NORTH 58 DEGREES 07 MINUTES 42 SECONDS EAST, 78.84 FEET;
 - 4.) NORTH 74 DEGREES 11 MINUTES 03 SECONDS EAST, 69.97 FEET;
 - 5.) NORTH 88 DEGREES 13 MINUTES 10 SECONDS EAST, 175.64 FEET TO THE SOUTHEAST CORNER OF SAID APPURTENANT DRAINAGE EASEMENT; THENCE NORTH 89 DEGREES 24 MINUTES 52 SECONDS EAST, 50.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00 DEGREES 35 MINUTES 08 SECONDS EAST, 159.00 FEET ALONG LAST SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 12.55 ACRES MORE OR LESS.

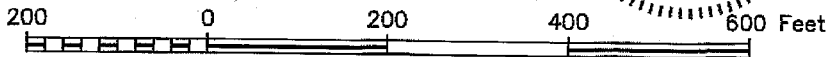
Reference Name: D.V.G. INC.
Survey Job No: S11520
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Drawn By: G.B.
Date: 3/15/11
/11520/pod.DWG
Sec. 3-34-8

G.B.
3/15/11

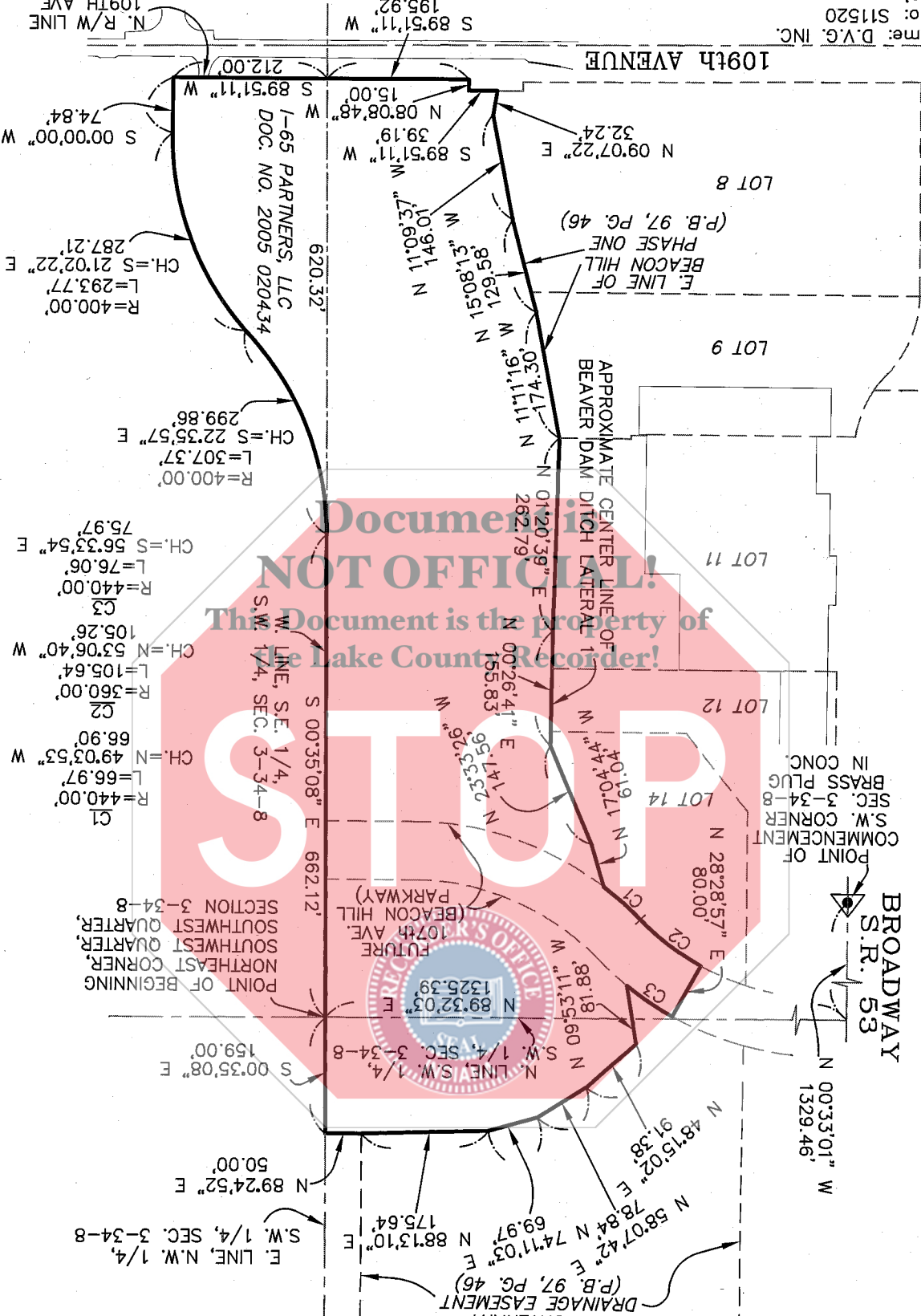


THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT.

Plumb Tuckett & Associates
64 West 67th Place • Merrillville, IN 46410
Phone:(219) 736-0555 Fax:(219) 769-0178



PLAT OF DESCRIPTION - PAGE 2 OF 2



Reference Name: D.V.G. INC.

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Scale: 1"=200'

Drawn By: G.B.

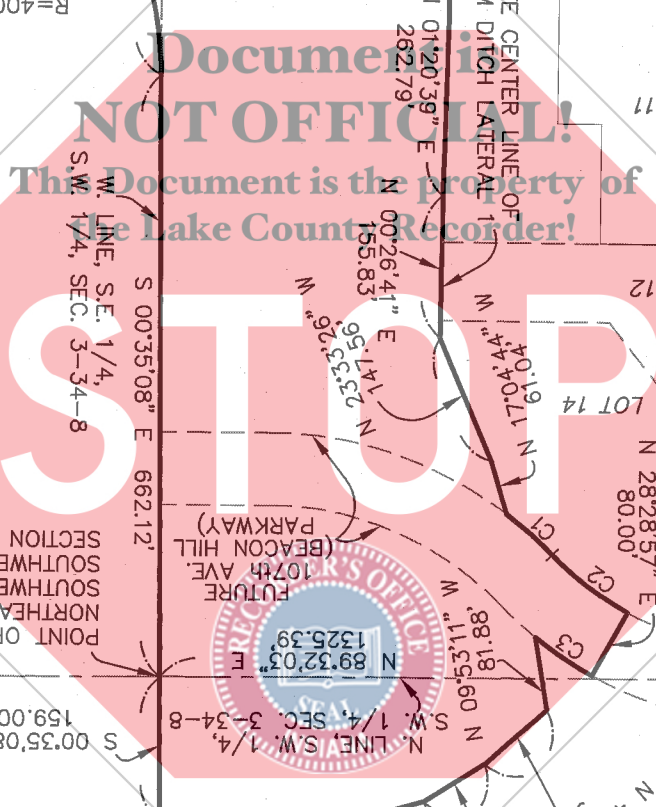
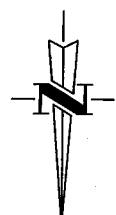
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/11520/pod.DWG

Sec. 3-34-8

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600 Feet

Plumbucket.com
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Plumbucket & Associates



BROADWAY
S.R. 53
POINT OF COMMENCEMENT
S.W. CORNER
SEC. 3-34-8
BRASS PLUG
IN CONC.

POINT OF BEGINNING
NORTHEAST CORNER,
SOUTHWEST QUARTER,
SECTION 3-34-8
FUTURE
107th AVE.
(BEACON HILL
PARKWAY)

APPURTENANT
DRAINAGE EASEMENT
(P.B. 97, PG. 46)

LOT 8
E. LINE OF
BEACON HILL
PHASE ONE
(P.B. 97, PG. 46)
N 09°07'22" E
32.24'
S 89°51'11" W
15.00'
N 08°08'48" W
39.19'
S 89°51'11" W
10.99'37"
W 149.01'
N 11°09'37"
W 150°08'13"
N 129°58'
W 150°08'13"
N 11°09'37"
W 149.01'

LOT 9
R=400.00'
L=307.37'
CH.=S 22°35'57" E
299.86'

LOT 11
R=440.00'
L=76.06'
CH.=S 56°33'54" E
75.97'

LOT 12
R=360.00'
L=105.64'
CH.=N 53°06'40" W
105.26'

LOT 14
R=440.00'
L=66.97'
CH.=N 49°03'53" W
66.90'

LOT 10
R=360.00'
L=105.64'
CH.=N 53°06'40" W
105.26'

LOT 10
R=440.00'
L=66.97'
CH.=N 49°03'53" W
66.90'

LOT 10
R=440.00'
L=66.97'
CH.=N 49°03'53" W
66.90'

LOT 10
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L=66.97'
CH.=N 49°03'53" W
66.90'

LOT 10
R=440.00'
L=66.97'
CH.=N 49°03'53" W
66.90'