

10-10

2011 029207

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 MAY 26 AM 11:47

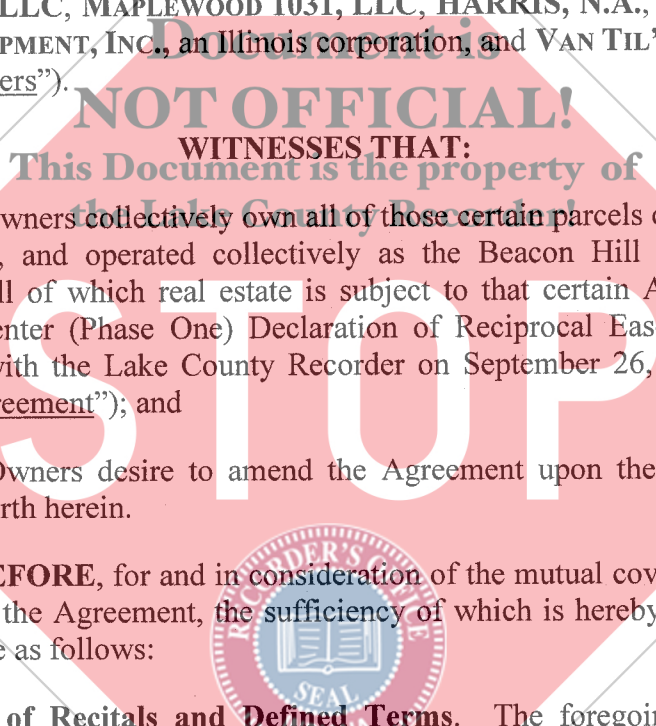
MICHELLE R. FAJMAN
RECORDER

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Robert G. Solloway, Esq.
Kite Realty Group
30 S. Meridian, Suite 1100
Indianapolis, IN 46204

**FIRST AMENDMENT TO AMENDED AND RESTATED
BEACON HILL RETAIL CENTER (PHASE ONE) DECLARATION OF
RECIPROCAL EASEMENTS AND OPERATING COVENANTS**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED BEACON HILL RETAIL CENTER (PHASE ONE) DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS (the "Amendment") is made as of this ____ day of _____, 2011, by and among KRG/I-65 PARTNERS BEACON HILL, LLC, BEACON HILL LOT 5, LLC, MAPLEWOOD 1031, LLC, HARRIS, N.A., a national association, STANDARD REDEVELOPMENT, INC., an Illinois corporation, and VAN TIL'S REAL ESTATE, LLC (collectively, the "Owners").



WITNESSES THAT:

WHEREAS, Owners collectively own all of those certain parcels of real estate located in Lake County, Indiana, and operated collectively as the Beacon Hill Shopping Center (the "Shopping Center"), all of which real estate is subject to that certain Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants, recorded with the Lake County Recorder on September 26, 2005, Instrument No. 2005-084398 (the "Agreement"); and

WHEREAS, Owners desire to amend the Agreement upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in the Agreement, the sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

- Incorporation of Recitals and Defined Terms.** The foregoing recitals are hereby incorporated into this Amendment and made a part hereof as the same are set forth herein verbatim. Any term used herein which is not specifically defined herein shall have the meaning ascribed thereto in the Agreement.

AMOUNT \$ 29.00
CASH _____ CHARGE FR
CHECK # _____
OVERAGE _____
COPY _____
NON-COM _____
CLERK UR

FILED
MAY 26 2011
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

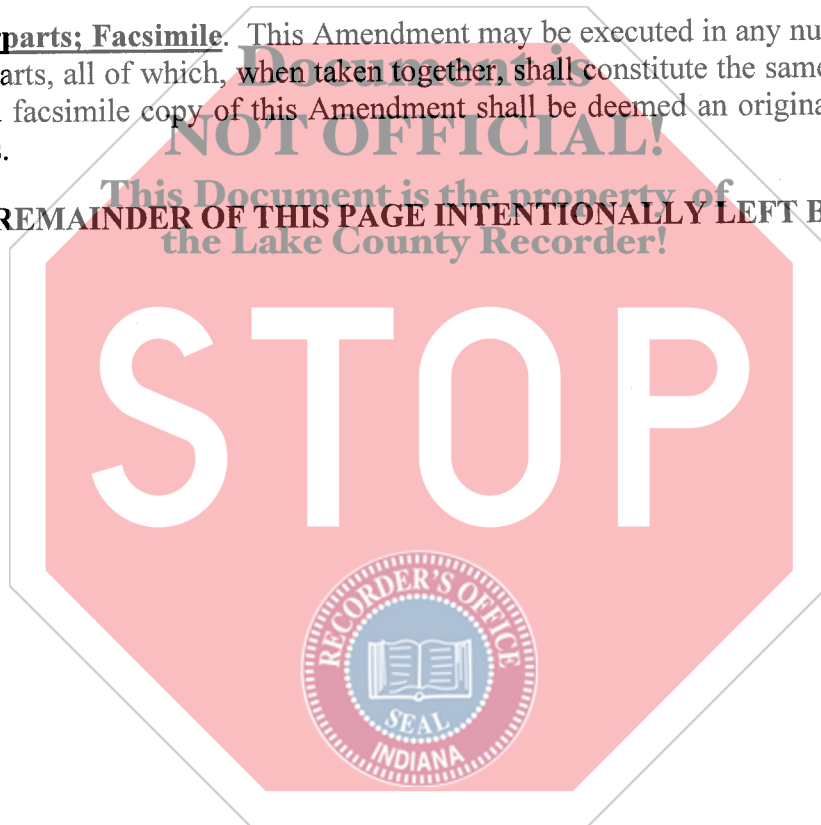
001892

2. **Lot 9 Parking Area Revisions.** The Owners do hereby consent to the alteration or modification of the Parking Areas on Lot 9 in accordance with the modified Parking Area improvements shown on Exhibit A-1 attached hereto and made a part hereof.
3. **Certain General Office Permitted.** Section 12.4(a)(14) of the Agreement is hereby amended by adding the following at the end of such subsection: “and except that office uses, such as medical offices (including, without limitation, physician offices, and medical ancillary and support services associated with the practice of Hematology/Oncology medicine), dental offices, tax preparation offices, and insurance agencies, and other similar offices shall be permitted in up to 16,000 square feet of space in any portion of Lot 9, provided same is not within 200 feet of the main entrance of the building constructed on Lot 11 in the location of such main entrance on the date hereof shall not be prohibited by this Section 12.4(a)(14).
4. **Certain Medical Uses Permitted.** Notwithstanding anything herein to the contrary, including, without limitation, Section 12.4(a)(19) of the Agreement, a physician office providing medical ancillary and support services associated with the practice of Hematology/Oncology medicine shall be permitted in the Shopping Center, which office use may include or permit the dispensing of medicinal drugs by a qualified pharmacist or other person authorized by law to dispense medicinal drugs.
5. **Transfers to Developer.** Section 13.1 of the Agreement is hereby amended by adding the following sentence at the end thereof: “Notwithstanding the foregoing, so long as Standard Redevelopment, Inc is the Owner of Lot 7, and so long as KRG/I-65 Partners Beacon Hill, LLC is the Developer, then Standard Redevelopment, Inc. may transfer or convey its interest in all or any portion of said Lot 7 at any time to KRG/I-65 Partners Beacon Hill, LLC without obtaining the consent of any of the other Owners; provided, however, that at least thirty (30) days prior written notice thereof shall be provided to the Owner and Tenant of Lot 11; and provided further, however, that said right to transfer or convey shall not be assigned or otherwise transferred, directly, indirectly or by operation of law, by either Standard Redevelopment, Inc. or KRG/I-65 Partners Beacon Hill, LLC, without the prior written consent of the Owner and the Tenant of Lot 11, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Any denial of such consent shall be in writing and shall specify with particularity the reasons for such denial.”
6. **Commencement of Construction.** Section 6.1 of the Agreement is hereby revised by adding the following sentence at the end thereof: “So long as Standard Redevelopment, Inc. is the Owner of Lot 7, and so long as KRG/I-65 Partners Beacon Hill, LLC is the Developer, then KRG/I-65 Partners Beacon Hill, LLC and Standard Redevelopment, Inc. may, without obtaining the consent of any Owner, agree to extend or advance the time for commencement of construction of a Store by Standard Redevelopment, Inc. on any portion of Lot 7; provided, however, that at least thirty (30) days prior written notice thereof shall be provided to the Owner and Tenant of Lot 11; and provided further, however, that said right to extend or advance the time for commencement of construction of a Store by Standard Redevelopment, Inc. shall not be assigned or otherwise transferred, directly, indirectly or by operation of law, by either Standard Redevelopment,

Inc. or KRG/I-65 Partners Beacon Hill, LLC, without the prior written consent of the Owner and the Tenant of Lot 11, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Any denial of such consent shall be in writing and shall specify with particularity the reasons for such denial.”


7. **Ratification of Amended Agreement.** Except as otherwise modified or amended by this Amendment, all other terms and conditions of the Agreement shall remain unmodified, unamended, and in full force and effect and, except as otherwise modified or amended by this Amendment, the Agreement shall continue to be and remain in full force and effect in accordance with its terms, covenants, conditions and provisions. In the Agreement, or any instrument, document or other consideration executed or delivered in connection therewith, any reference to the "Agreement," shall be deemed and construed to be a reference to the Agreement as amended hereby.
8. **Execution Authority.** The individual signing this Amendment on behalf of each of party hereto represents and warrants that he or she has the full power and authority to execute this Amendment and that upon such execution, each of such individuals' party, respectively, shall be fully bound by each and every provision of the Agreement, as amended by this Amendment.
9. **Counterparts; Facsimile.** This Amendment may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. An executed facsimile copy of this Amendment shall be deemed an original for all relevant purposes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

KRG/I-65 PARTNERS BEACON HILL, LLC

By: 
Printed: Thomas K. McGowan
Title: President and COO

RMS
ALW

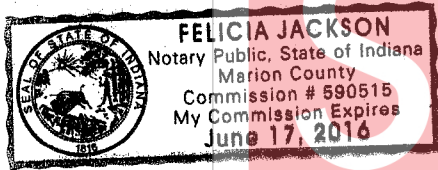
s:\properties\indiana\beacon hill (crown point)\leasing\cancer center\first amendment to rea v10 (krg 4-13-2011).doc4/13/2011 3:39 PM

STATE OF Indiana)
COUNTY OF Marion)

This foregoing instrument was acknowledged before me this 19th day of May, 2011, by Thomas K. McGowan, the President + COO of KRG/I-65 Partners Beacon Hill, LLC, on behalf of said company.

My Commission Expires: June 17, 2016 Sign Name: Felicia Jackson
Print Name: Felicia Jackson Notary Public

[NOTARIAL SEAL]



BEACON HILL LOT 5, LLC

By: [Signature]

Printed: Eric M. Maletsky

Title: Manager

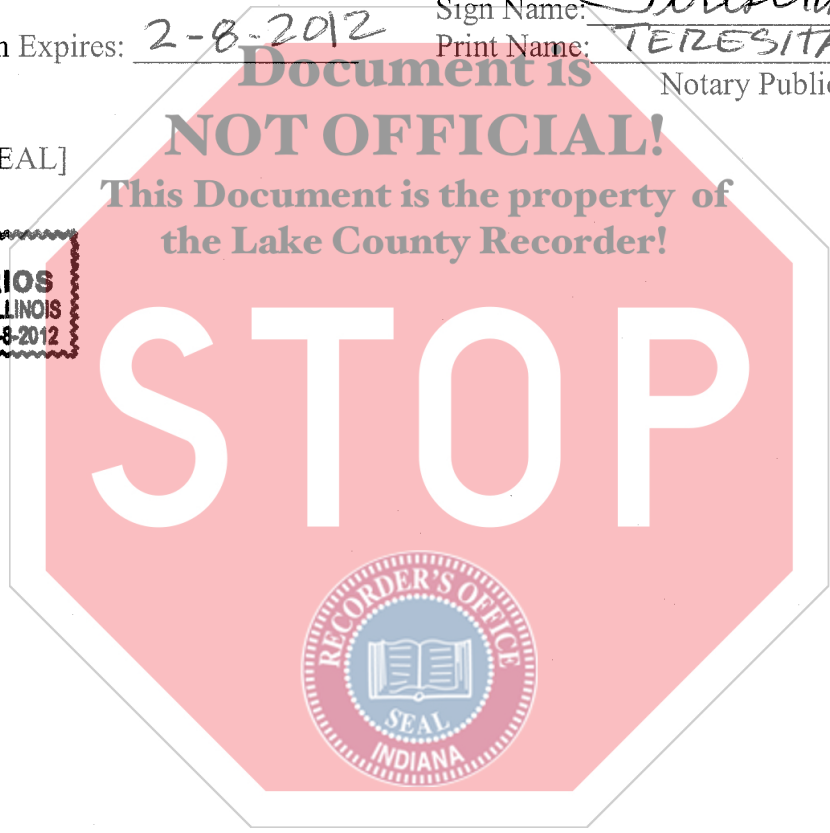
STATE OF Illinois)
COUNTY OF COOK)

This foregoing instrument was acknowledged before me this 15th day of February 2010, by ERIC M. MALETSKY, the MANAGER of Beacon Hill Lot 5, LLC, on behalf of said company.

My Commission Expires: 2-8-2012 Sign Name: [Signature]
Print Name: TERESITA BERRIOS
Notary Public

[NOTARIAL SEAL]

OFFICIAL SEAL
TERESITA BERRIOS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-8-2012



Maplewood 1031 LLC,
a Michigan limited liability company

By: BH 1031 Manager LLC,
a Michigan limited liability company, its Manager

By: [Signature]

Printed: Brian Hermelin

Title: Manager

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This foregoing instrument was acknowledged before me this 17 day of MAY,
2011, by BRIAN HERMELIN, the MANAGER of
BH 1031 Manager LLC, a Michigan limited liability company, the Manager of Maplewood
1031, LLC, on behalf of said company.

Document is
NOT OFFICIAL!
This document is not to be
the Lake County Recorder!

My Commission Expires: JULY 23, 2016
Sign Name: [Signature]
Print Name: DEANNA M. KUZEL
Notary Public

[NOTARIAL SEAL]



HARRIS, N.A., a national association

By: Hettie B. Ensign

Printed: HETTIE B. ENSIGN

Title: VICE PRESIDENT

STATE OF IL)

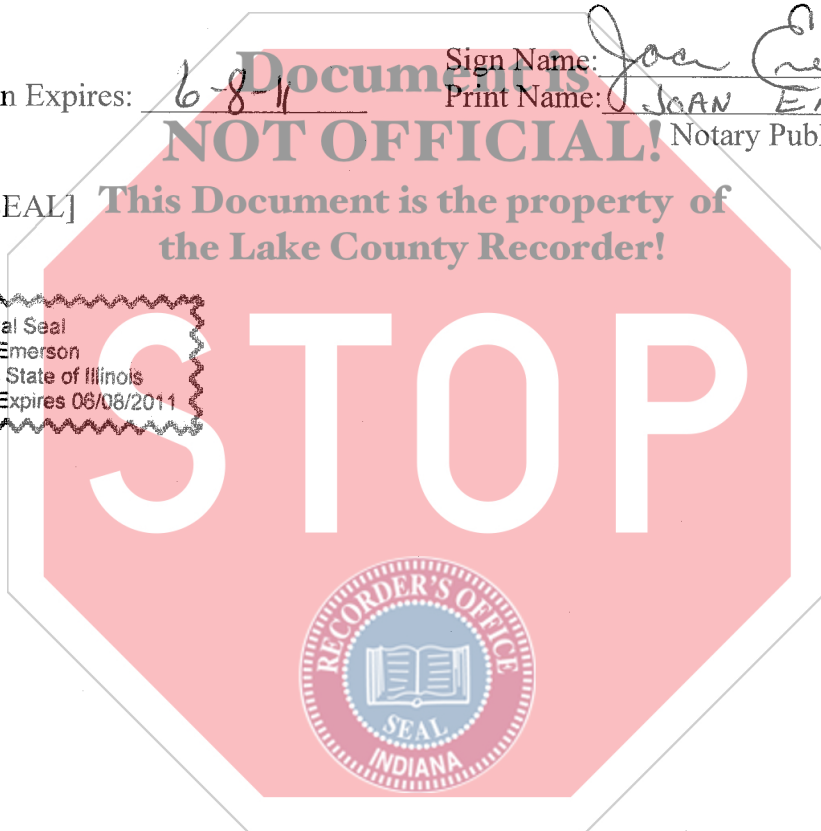
COUNTY OF Cook)

This foregoing instrument was acknowledged before me this 8th day of March, 2011, by HETTIE B. ENSIGN, the VICE PRESIDENT of HARRIS, N.A., a national association, on behalf of said company.

My Commission Expires: 6-8-11 Sign Name: Joan Emerson
Print Name: JOAN EMERSON Notary Public

[NOTARIAL SEAL] **This Document is the property of the Lake County Recorder!**

Official Seal
Joan Emerson
Notary Public State of Illinois
My Commission Expires 06/08/2011



STANDARD REDEVELOPMENT, INC., an Illinois corporation

By: Thomas L. Dockweiler

Printed : THOMAS L. DOCKWEILER

Title : PRESIDENT

STATE OF Illinois)
COUNTY OF Cook)

This foregoing instrument was acknowledged before me this 18th day of March, 2011, by Thomas Dockweiler, the President of STANDARD REDEVELOPMENT, INC., an Illinois corporation, on behalf of said company.

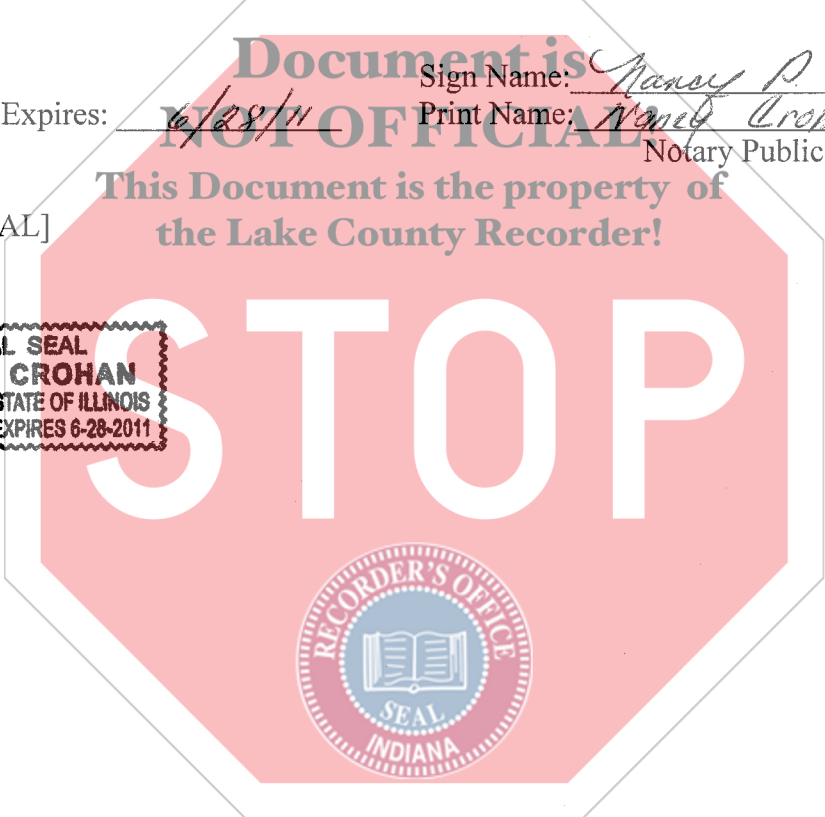
My Commission Expires: 6/28/11

Sign Name: Nancy P. Crohan
Print Name: Nancy Crohan
Notary Public

[NOTARIAL SEAL]

This Document is the property of the Lake County Recorder!

OFFICIAL SEAL
NANCY P. CROHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-28-2011



VAN TIL'S REAL ESTATE, LLC

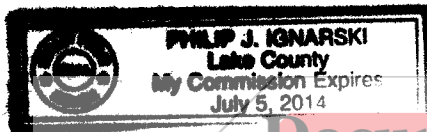
By: Franklin D. Van Til
Franklin D. Van Til, Manager

and

By: Samuel N. Van Til
Samuel N. Van Til, Manager

STATE OF INDIANA)
COUNTY OF LAKE)

This foregoing instrument was acknowledged before me this 26th day of MAY, 2011, by Franklin D. Van Til, a Manager of Van Til's Real Estate, LLC, on behalf of said company.



My Commission Expires: _____

Sign Name: Philip J. Ignarski
Print Name: PHILIP J. IGNARSKI
Notary Public

[NOTARIAL SEAL]

This Document is the property of the Lake County Recorder!

STATE OF Indiana)
COUNTY OF LaKe)

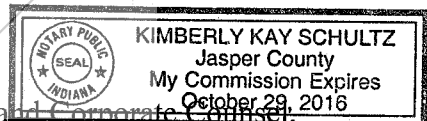
This foregoing instrument was acknowledged before me this 25 day of May, 2011, by Samuel N. Van Til, a Manager of Van Til's Real Estate, LLC, on behalf of said company.



My Commission Expires: 10-29-16

Sign Name: _____
Print Name: Kimberly Kay Schultz.
Notary Public

[NOTARIAL SEAL]



This Instrument prepared by Robert G. Solloway, Senior Real Estate and Corporate Counsel, Kite Realty Group, 30 South Meridian Street, Suite 1100, Indianapolis, Indiana 46204.

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. Robert G. Solloway

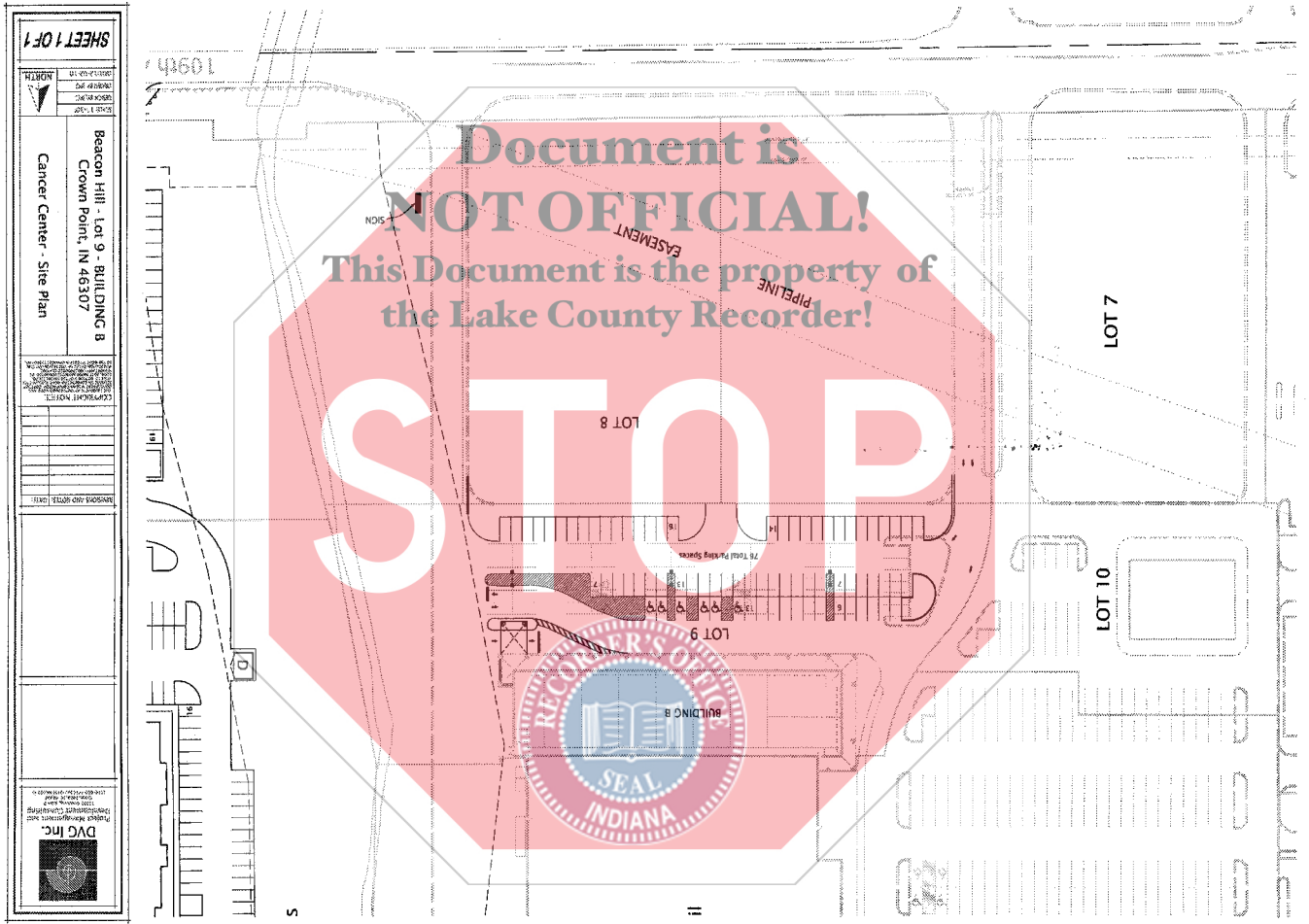


EXHIBIT A-1
SITE PLAN SHOWING REVISED PARKING AREA OF LOT 9