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DECLARATION AND AGREEMENT AS TO EASEMENTS

WITNESSETH:

WHEREAS, the undersigned, CHICAGO TITLE AND TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, not personally but as Trustee under Trust Agreement dated March 28, 1977, and known as Trust No. 1069485 (hereinafter referred to as "Owner"), is the owner of two parcels of land located adjacent and contiguous to each other, which parcels are situated in the Village of Round Lake Beach, Lake County, Illinois and which parcels, for purposes hereof, are described as Shopping Center Parcel and Residual Parcel and are both more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, title to the Shopping Center Parcel and the Residual Parcel may hereafter come into separate ownership; and

WHEREAS, Owner is desirous of granting for the benefit of each of such Parcels and for the benefit of successor owners if said Parcels come into separate ownership and the occupants and tenants occupying the buildings located and to be located on each of said Parcels and the respective tenants, employees, agents, invitees and customers certain easements with regard to each of said Parcels for parking, ingress and egress and utility purposes.

NOW, THEREFORE, the undersigned hereby makes this declaration and agreement as to easements and agrees as follows:

1. Owner, for the benefit of the Residual Parcel, hereby reserves the right to use that portion of the area beneath the Shopping Center Parcel for the purpose of installing,

CHICAGO TITLE AND TRUST COMPANY

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SHOPPING CENTER PARCEL

A part of the northwest quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian described as follows: Beginning at a point on the northerly right-of-way line of Rollins Road, said point being 413.52 feet southwesterly from the east line of the southwest quarter of the aforesaid northwest quarter measured along the northerly right-of-way line of Rollins Road; thence southwesterly along said northerly right-of-way line a distance of 700.00 feet; thence northwesterly along a line at a right angle to the last described course a distance of 200.00 feet; thence southwesterly along a line at a right angle to the last described course a distance of 167.68 feet to a point on the easterly right-of-way line of Illinois Route 83; thence northerly along said easterly right-of-way line, having a bearing of North 11 degrees 37 minutes west a distance of 150.68 feet to a point of angle; thence northerly along said easterly right-of-way line a distance of 550.69 feet; thence easterly along a line having a bearing of South 89 degrees 59 minutes West a distance of 908.13 feet; thence southerly along a line at a right angle to the last described course a distance of 550.00 feet to the point of beginning; all in the Northwest Quarter of Section 15, Township 45 North, Range 10 East of the Third Principal Meridian in the Village of Round Lake Beach, Lake County, Illinois.

RESIDUAL PARCEL

That part of the North West quarter of Section 15, Township 45 North, Range 10, East of the 3rd P. M., described as follows: Beginning at a point on the Northerly right of way line of Rollins Road, said point being 1113.52 feet South Westerly from the East line of the South West quarter of the aforesaid North West quarter measured along the Northerly right of way line of Rollins Road; thence North Westerly along a line at a right angle to said Northerly right of way line a distance of 200.00 feet; thence South Westerly along a line at a right angle to the last described course a distance of 167.68 feet to a point on the Easterly right of way line of Illinois Route 83; thence Southerly along said Easterly right of way line, having a bearing of North 11 degrees 37 minutes 00 seconds West, a distance of 173.42 feet to a point of curve; thence Southerly and Easterly along a curve of 25.0 feet radius and concave to the North East, a distance of 44.06 feet to a point of tangency, said point being on the Northerly right of way line of Rollins Road; thence North Easterly along said Northerly right of way line, a distance of 176.13 feet to the place of beginning, in Lake County, Illinois.

EXHIBIT "A"

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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maintaining, using, repairing and replacing sanitary sewer lines from the existing sanitary sewer treatment plant located on the Shopping Center Parcel to service future development on the Residual Parcel. To this end, Seller shall have the right to use up to 2,500 gallons of sewage capacity per day for the benefit of said Residual Parcel, without cost or expense.

2. Owner hereby reserves for the benefit of successor owners of the Shopping Center Parcel and the Residual Parcel in the event same comes into separate ownership and grants to the occupants and tenants of each of the respective Parcels, their employees, agents, invitees and customers, a perpetual, non-exclusive easement on, over and across the parking areas and roadways constructed or to be constructed on each of the respective Parcels for purposes for which they are provided, including, without limiting the generality of the foregoing, for adequate and unobstructed pedestrian and vehicular traffic and to permit the respective employees, agents, customers, business representatives, business guests, licensees and invitees to use same in common with all parties hereto, their respective heirs, representatives, successors and assigns, for parking purposes and for the purpose of access, ingress and egress to, from and between each of the respective Parcels and the streets and highways abutting each of said Parcels.

3. Owner hereby agrees that the parking areas and roadways located on each of said Parcels shall be maintained in a first-class condition, free of debris and snow. In the event the Residual Parcel takes advantage of the easement rights herein granted, any and all costs with regard to the maintenance of said parking areas and roadways shall be shared by the two Parcels on a pro rata basis based on the square footage of the building area from time to time on the Residual Parcel as it relates to the

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square footage of building area from time to time on the Shopping Center Parcel.

4. This Agreement shall be binding upon Owner, its heirs, representatives, successors and assigns, and shall be deemed a covenant running with the land.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal as of this 16th day of November, 1979.

WITNESSES:

CHICAGO TITLE AND TRUST COMPANY,
not personally but as Trustee
under Trust Agreement dated
March 28, 1977, and known as
Trust No. 106948

Lois Seymour
LOIS SEYMOUR
Assistant Secretary

By *Paul L. Bartolain*
ASSISTANT PAUL L. BARTOLAIN
Its Vice-President

Notary Public for Chicago Title and Trust Company

STATE OF ILLINOIS)
SS
COUNTY OF LAKE)

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RECORDED
LAKE COUNTY, ILLINOIS
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On this 16th day of November, 1979, before me, a Notary Public in and for said County, appeared Paul L. Bartolain, to me personally known, who being by me duly sworn, did say that he is the Asst. Vice-Pres. of CHICAGO TITLE AND TRUST COMPANY, not personally, but as Trustee as aforesaid, an Illinois corporation named in and which executed the within instrument and said Lois Seymour, Assistant Secretary, acknowledged before me said instrument to be the free act and deed of said corporation.

Richard J. Burstein
Notary Public
Lake County, Illinois
My commission expires:

Drafted by and when
recorded, return to:
Richard J. Burstein
1100 Fisher Building
Detroit, Michigan 48202

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