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RECIPROCAL EASEMENT AGREEMENT

STATE OF INDIANA
FILED FOR RECORD
99 APR 28 10 11 AM '99
MORRIS W. GRIFFIN
RECORDER

This Reciprocal Easement Agreement ("REA") is made this 26th day of January, 1999, by Platinum Capital Management, Inc., an Indiana Corporation ("Platinum"). Platinum, and its successors and assigns who own a portion of the real estate described on Exhibit "A" are referred to as "Parcel Owners."

00063011

Recitals

- A. Platinum owns the real estate legally described as Parcels 1 and 2 in Exhibit "A" ("Platinum Parcel").
- B. The Platinum Parcel as it may be divided at any time is the "Development Parcel" and if it is divided, the resulting parcels are the Development Parcels.
- C. Platinum desires to establish certain reciprocal easements for the benefit of each Development Parcel, to provide for the maintenance of such areas, and to create covenants concerning the use of the Development Parcels.

NOW, THEREFORE, Platinum declares that each Development Parcel shall be improved, held, used, occupied, leased, sold, divided, and conveyed subject to the terms and conditions of this Reciprocal Easement Agreement, which shall run with the land and will enure to and pass with each Development Parcel, and will apply to and bind the heirs and successors of the owner of each Development Parcel on the following terms and conditions:

STATE OF INDIANA
LAW OFFICE
FILED FOR RECORD
JAN 26 1999
MORRIS W. GRIFFIN
RECORDER

1. Ingress and Egress. Platinum establishes for every Parcel Owner of a Development Parcel and their successors, assigns, tenants, agents, employees, and invitees, a perpetual non-exclusive easement for ingress and egress on the area described as Parcels 1 and 2 on exhibit "A."

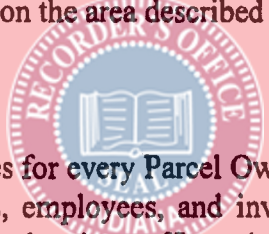
2. Parking.

(a) Platinum establishes for every Parcel Owner of a Development Parcel and their successors, assigns, tenants, agents, employees, and invitees, a perpetual non-exclusive easement to accommodate vehicular and pedestrian traffic and parking over, upon, and across the established parking and access areas of the Development Parcel, as may from time to time exist, each for the purposes connected with or incidental to the proper use being made of any the Development Parcel.

(b) Each party herein shall reserve the right to realign and relocate the internal roadways, traffic ways, and parking areas upon thirty (30) days advance written notice of its intention to do so whereupon said easement shall be deemed vacated and relocated to the new areas for internal roadways, traffic ways, and parking areas. This reserved right to relocate said ingress, egress, and parking easements is subject to the obligation to maintain at all times free and unimpeded access to the driveways on Melton Road and Ripley Street located on Exhibit "A" for the mutual benefit of the Development Parcels and that no barriers or obstructions be permitted within any Development Parcel which would deter, alter or frustrate the free flow of traffic to said driveway during normal business hours of operation.

3. Utility Easement. Platinum establishes and grants for every Parcel Owner of a Development Parcel and their successors, assigns, tenants, agents, employees, and invitees, a perpetual, non-exclusive easement across, under, and in each of the Development Parcels for any and

JAN 25 1999



PETER BERKMAN
COUNTY AUDITOR

001110

3900
ct
14
MB

Chicago Title Insurance Company

re-recorded to add Exhibit A

all utility services now or hereafter in the future existing on the Development Parcels including, but not limited to, utility services for gas, electricity, water, sewer, telephone communications, and security, to the extent that any of the same are presently located on one Development Parcel and serves any other Development Parcel or Parcels. If the utility services serve more than one Development Parcel and are not separately billed to the Parcel Owners individually, the costs of maintaining the utilities for the benefit of such Development Parcels will be borne by the Parcel Owners in proportion to the number of square feet that each Parcel Owner owns to the number of square feet in all of the Development Parcels. If any utility services serve only one Development Parcel, the cost for maintenance, repair, and replacement of such utility services will be borne by the Parcel Owner whose Parcel is served by such utility services.

4. Maintenance of Parking Areas. Each Parcel Owner of a Development Parcel will maintain and keep in good repair the parking areas and rights of way situated on its portion of the Development Parcel and will keep such areas and rights of way clear and free of snow, ice, rubbish and other obstructions of every nature, and shall provide adequate drainage and lighting thereon. Parcel Owners with ingress and egress locations on their parcels shall keep such locations and the rights of way in the condition set forth above in this Section so that access to other Development Parcels is not inhibited. The parking areas and rights of way on the Development Parcel will meet at equal grades and no obstructions will be erected or permitted upon the Platinum Parcel which will in any way interfere with any rights granted by this REA.

5. Maintenance of Improvements. Each Parcel Owner shall, at its sole cost and expense, repair the improvements on its Parcel, keeping the same in a condition comparable to the condition of such improvements at the time of the recording of this REA, excepting only normal wear and tear.

6. Termination of Prior Interests. Platinum terminates, rescinds, and cancels any and all easements or other property rights created by or indicated on the survey prepared by Hylton E. Donaldson dated November 7, 1997 and recorded July 24, 1998 as documents number 98057118; said rights identified as Parcel 3 on Exhibit "A."

7. Equitable Relief. In the event of any violation or threatened violation by any person of any of the Restrictions the result of which would be to cause irreparable damage and are of an emergency nature, the owners of any Parcel, or their respective successors or assigns will have, ~~in addition to the right of arbitration,~~ the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the alleged violation will be given 24 hours prior to commencing action to the owner allegedly responsible for such violation or threatened violation.

8. Duration. This REA and the restrictions contained in it may be terminated, extended, modified or amended only with the unanimous consent of all Parcel Owners owning an interest in the fee simple title to the Real Estate. No termination, extension, modification, or amendment will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the office of the Recorder of Lake County, Indiana, by the foregoing described persons. Unless terminated, extended, modified, or amended, this REA and the restrictions contained in it shall continue for ten years and renew automatically for consecutive ten year periods.

IN WITNESS WHEREOF, this Reciprocal Easement Agreement is executed as of the day and year first written above.

Platinum Capital Management, Inc.

By: H. Elaine Eng
H. Elaine Eng, President

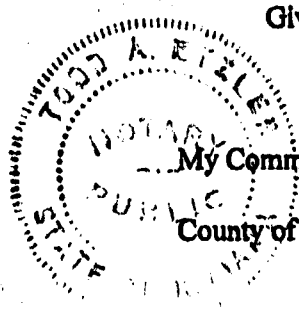
STATE OF INDIANA)

COUNTY OF LAKE)

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NOT OFFICIAL!

The undersigned, a Notary Public in and for Lake County in the State of Indiana, does hereby certify that H. Elaine Eng, President, Platinum Capital Management, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument for the uses and purposes herein set forth.

Given under my hand and notarial seal this 24th day of January, 1999.



My Commission Expires: 12/12/99

County of Residence: PORTER

Todd A. Etzler
Todd A. Etzler, Notary Public

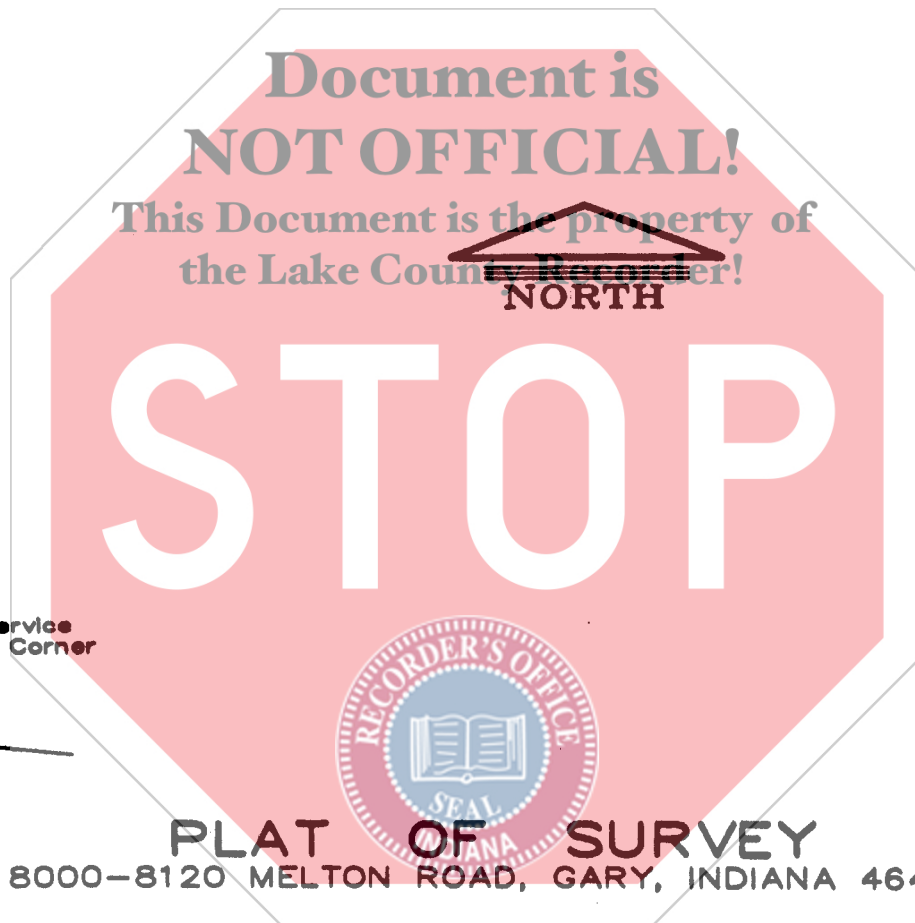


This Document Prepared By
and please return to after recording:

Todd A. Etzler
Burke Costanza and Cuppy LLP
15 N. Franklin - Suite 200
Valparaiso, Indiana 46383

3

Exhibit A.



Found National Park Service Monument at Property Corner

PLAT OF SURVEY
8000-8120 MELTON ROAD, GARY, INDIANA 46403

PARCEL 1

4
A PART OF THE SOUTHWEST QUARTER OF SECTION A, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF U.S. HIGHWAY NO. 20 (100 FEET WIDE) AND 401.37 FEET SOUTHEASTERLY (MEASURED ALONG SAID NORTH LINE) OF ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A; THENCE NORTH 0 DEGREE 43 MINUTES 32 SECONDS WEST (ALL BEARINGS IN THIS DESCRIPTION ARE BASED ON THE BEARING SYSTEM FOR STATE HIGHWAY PROJECT ST-N 555(A)) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 15.05 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 0 DEGREE 43 MINUTES 32 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 329.12 FEET TO A POINT; THENCE NORTH 89 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF 487.99 FEET TO A POINT; THENCE SOUTH 0 DEGREE 40 MINUTES 15 SECONDS EAST A DISTANCE OF 215.59 FEET TO A POINT; THENCE NORTH 89 DEGREES 18 MINUTES 27 SECONDS EAST A DISTANCE OF 111.79 FEET TO A POINT; THENCE SOUTH 0 DEGREE 43 MINUTES 17 SECONDS EAST A DISTANCE OF 158.02 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 20, A NOW LOCATED; THENCE NORTH 86 DEGREES 00 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 140.51 FEET TO A POINT; THENCE SOUTH 88 DEGREES 17 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 50.25 FEET TO A POINT; THENCE NORTH 86 DEGREES 00 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 410.89 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 187,266.44 SQUARE FEET (4.279 ACRES). MORE OR LESS.

A PART OF THE SOUTHWEST QUARTER OF SECTION A, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF U.S. HIGHWAY No. 20 (100 FEET WIDE) AND 401.37 FEET SOUTHEASTERLY (MEASURED ALONG SAID NORTH LINE) OF ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A; THENCE NORTH 0 DEGREE 43 MINUTES 32 SECONDS WEST (ALL BEARINGS IN THIS DESCRIPTION ARE BASED ON THE BEARING SYSTEM FOR STATE HIGHWAY PROJECT ST-N555(A)) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 344.17 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 0 DEGREE 43 MINUTES 32 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 538.81 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 821.65 FEET TO A POINT; THENCE SOUTH 0 DEGREE 43 MINUTES 17 SECONDS EAST A DISTANCE OF 652.35 FEET TO A POINT; THENCE SOUTH 89 DEGREES 16 MINUTES 27 SECONDS WEST A DISTANCE OF 428.08 FEET TO A POINT; THENCE NORTH 0 DEGREE 40 MINUTES 15 SECONDS WEST A DISTANCE OF 215.59 FEET TO A POINT; THENCE SOUTH 89 DEGREES 16 MINUTES 30 SECONDS WEST A DISTANCE OF 487.99 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 539,657.80 SQUARE FEET (12.297 ACRES), MORE OR LESS.

PARCEL 3

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES AND DRAINAGE OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY TO WIT: A PART OF THE SOUTHWEST QUARTER OF SECTION A, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF U.S. HIGHWAY No. 20 (100 FEET WIDE) AND 401.37 FEET SOUTHEASTERLY (MEASURED ALONG SAID NORTH LINE) OF ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A; THENCE NORTH 0 DEGREE 43 MINUTES 32 SECONDS WEST (ALL BEARINGS IN THIS DESCRIPTION ARE BASED ON THE BEARING SYSTEM FOR STATE HIGHWAY PROJECT ST-N555(A)) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 175.05 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 0 DEGREE 43 MINUTES 32 SECONDS WEST AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 169.12 FEET TO A POINT; THENCE NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE SOUTH 0 DEGREE 43 MINUTES 32 SECONDS EAST AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 121.42 FEET TO A POINT; THENCE SOUTH 86 DEGREES 00 MINUTES 17 SECONDS EAST A DISTANCE OF 409.26 FEET TO A POINT; THENCE NORTH 0 DEGREE 40 MINUTES 15 SECONDS WEST A DISTANCE OF 155.10 FEET TO A POINT; THENCE NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 0 DEGREE 40 MINUTES 15 SECONDS EAST A DISTANCE OF 384.37 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 20, A NOW LOCATED; THENCE NORTH 86 DEGREES 00 MINUTES 17 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 28.20 FEET TO A POINT; THENCE SOUTH 86 DEGREES 17 MINUTES 05 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE DISTANCE OF 21.98 FEET TO A POINT; THENCE NORTH 0 DEGREE 40 MINUTES 15 SECONDS WEST A DISTANCE OF 157.18 FEET TO A POINT; THENCE NORTH 86 DEGREES 00 MINUTES 17 SECONDS WEST A DISTANCE OF 439.29 FEET TO THE TRUE POINT OF BEGINNING.

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652-38
S.00-4317-E

U. S. DEPT. OF THE INTERIOR
NATIONAL PARK SERVICE
INDIANA DUNES NATIONAL LAKESHORE

Found Iron Rod
at Prop. Corner



Found National Park Service
Monument at Property Corner

20.07'

**REVISED:
07/14/98**

R/W

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STOP

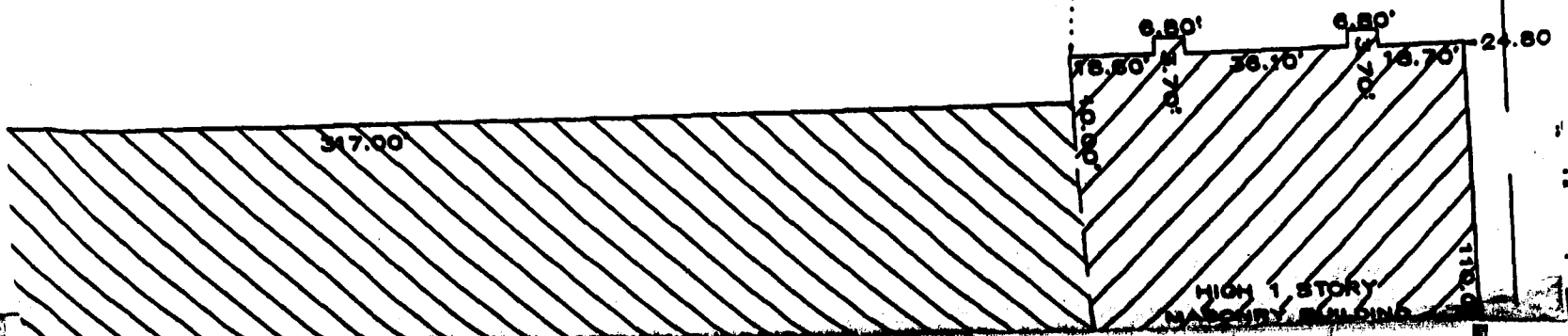


ARC=816.78'
R=9746.84'

75.50'

139.30'

15.00 FEET EASEMENT PER DOCUMENT No.182576



HIGH 1 STORY
MASONRY BUILDING

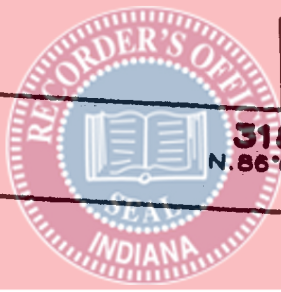
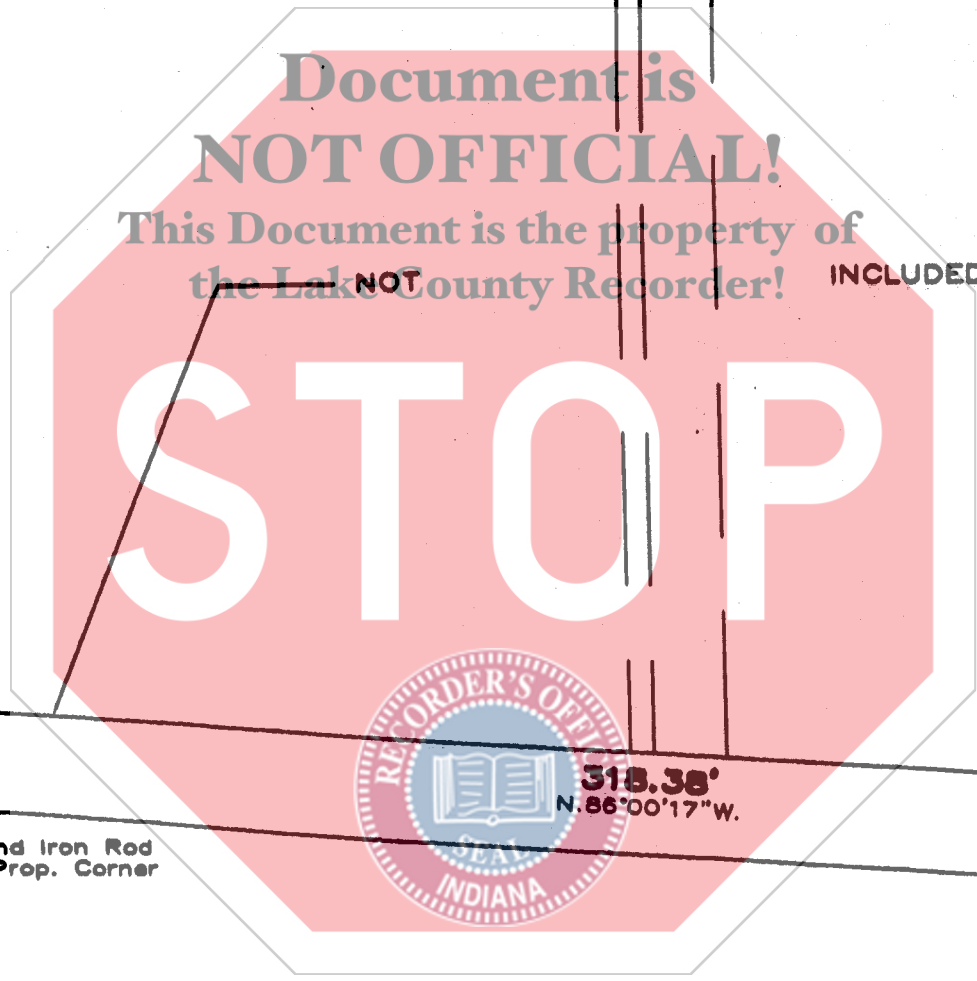
41/30

50.00

E.

429.08'
S.89°16'27"W.

158.02'
S.0°43'17"E.



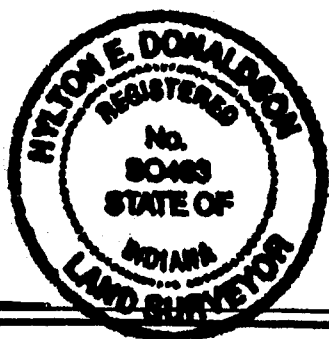
318.38'
N.86°00'17"W.

Found Iron Rod
at Prop. Corner

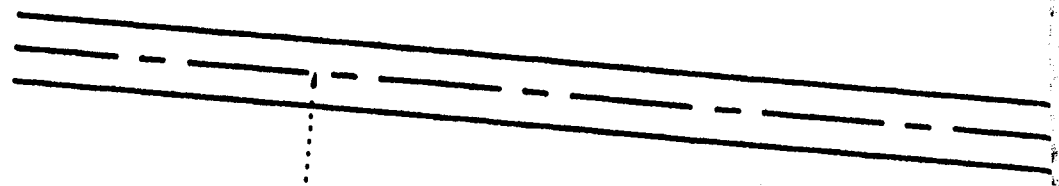
50.00

ROAD

A true and correct copy of a survey of the location and belief, of said survey.	CONTRACT NO. 98-311	DATE: 11/07/97
	SCALE: 1"=40'	
	DRAWING NO. 98--311-01	



4/1/50
4/1/50



75.50'

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Found Iron Rod
at Prop. Corner

304.87'

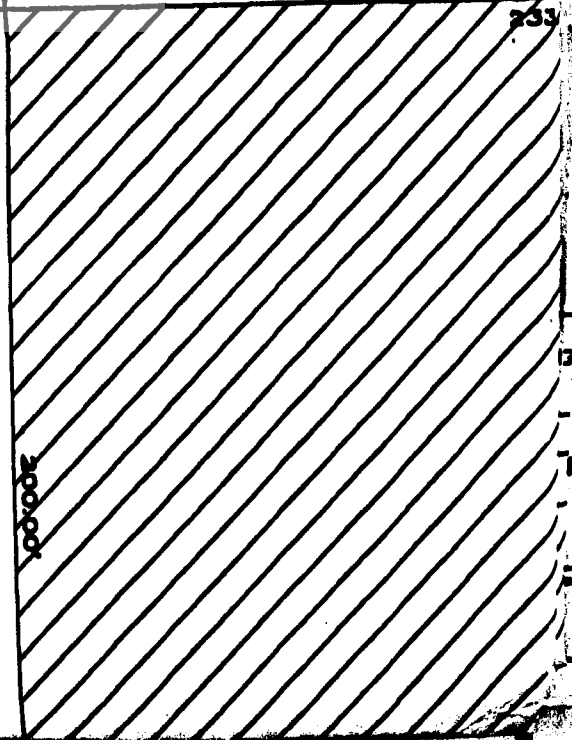
STOP

127.30'



88.10'

253'



100'000

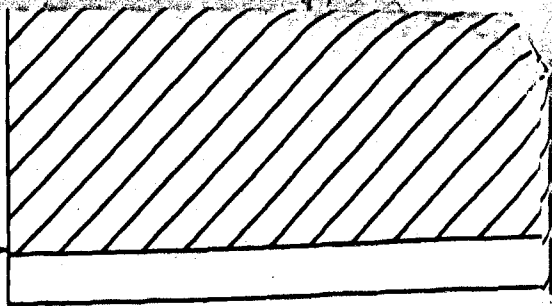
532' W.
7.73'

STREET (Unimproved R/W)

N.00
84

538.61'

87.97'



20.00 FEET EAS

STREET

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RIPLEY

STOP

P.O.B
(For Parcel 2)



30.00'

169.12'

121.42'
S.0°43'32"E.

30.00'

PARCE

03 4-36-7

P.O.B
(For Parcel 3)

EASEMENT FOR

PARCE

91.83' / 20.00' / 18

West Line of Southwest 1/4 of S...

N. 0° 43' 32"
329.12'

63.00'

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STOP

P.O.B
(For Parcel 1)

250.86'

150.56'

401.37' Rec.

15.05'

160.00'

60.90'

25.70'

105.40'

1 STORY
FRAME & MASONRY BUILDING

57.80'

29.00'

14.40'

21.20'



North Line of

MELTON

H. DONALDSON ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

603 So. HOWARD STREET
Tel.: (219) 938-2025

GARY, INDIANA 46403
Fax: (219) 938-5859

REQUESTED BY :

Mr.

BALTIMORE & OHIO RAILROAD

P.T.

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Found Iron Rod
at Prop. Corner

921.65' (Deed)

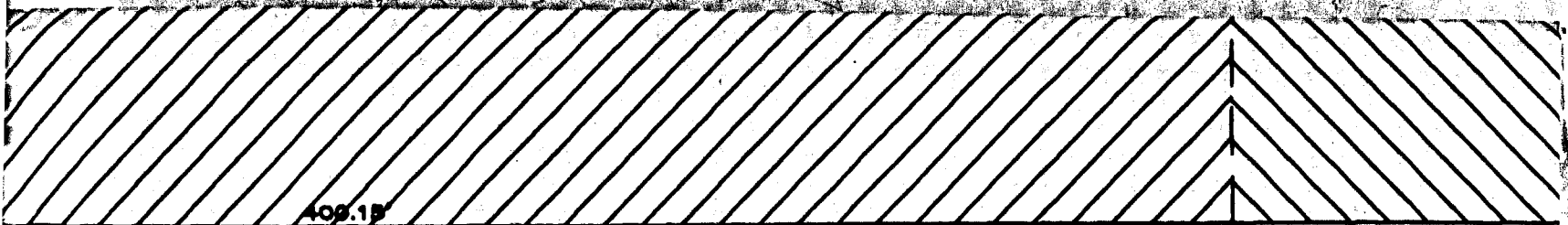


15.53' 25.30' 15.15'

138.46'

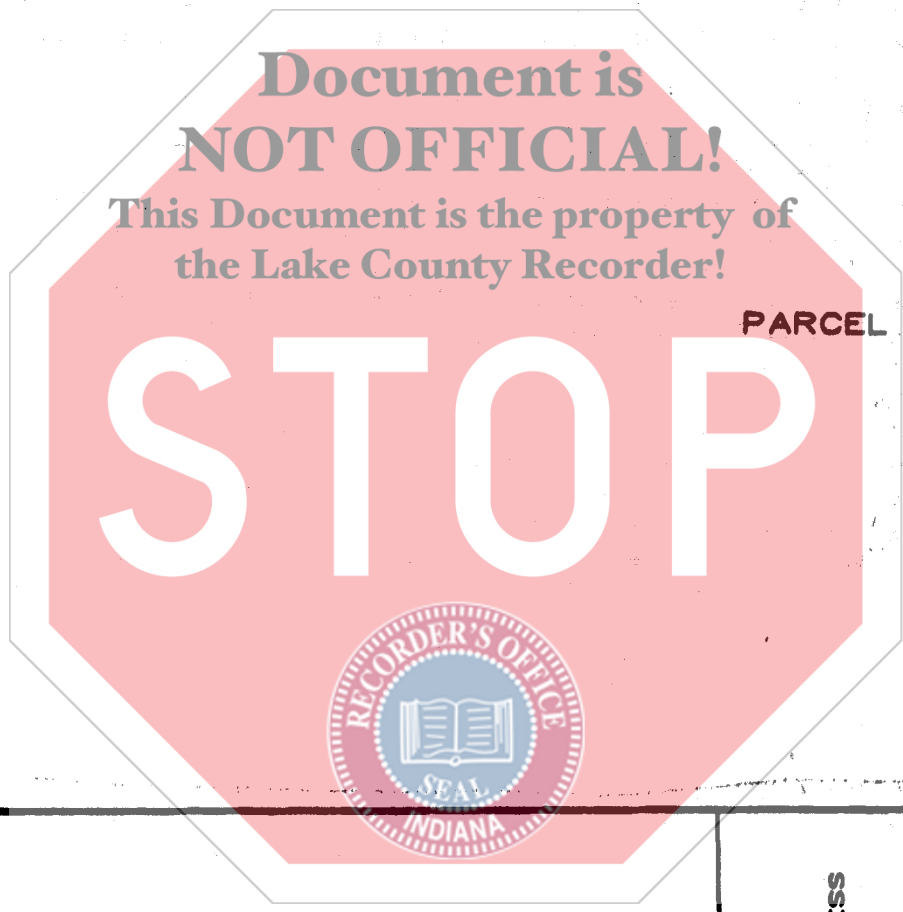
100.00'

HIGH 1 STORY MASONRY BUILDING



409.19

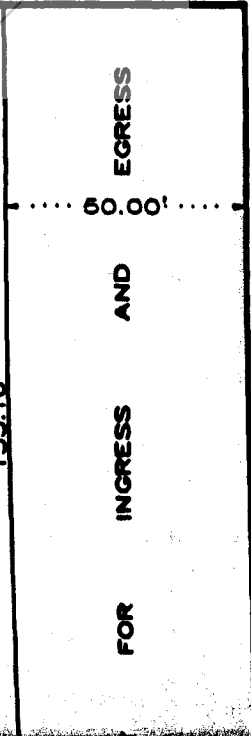
MENT FOR WATER MAIN PER DOCUMENT No.147938



N.89°16'30"E.
487.99'

S.86°00'17"E.
409.24'

N.0°40'15"W.
155.10'



215.59'
S.0°40'15"E.

NOX

INGRESS AND EGRESS

50.00'

3

EASEMENT

439.29'
N.86°00'17"W.

N.89°16'27"
111.79'

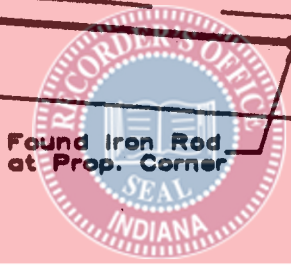
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STOP

100 FEET EASEMENT FOR A SANITARY SEWER
PIPE AND OTHER UTILITY LINES AND PIPES AND
FOR THE CONNECTION OF A SANITARY LIFT
STATION AS RESERVED IN TRUSTEE'S DEED DATED
DECEMBER 28, 1978, AND RECORDED MAY 17,
1979, AS DOCUMENT No.829251 IN LAKE COUNTY,
INDIANA.

100.69'
N.86°00'17"W.

Original R/W 100.00 feet Wide of U. S. HWY. No.20



Found Iron Rod
at Prop. Corner

50.25'
S.88°17'05"W.

Found Iron Rod
at Prop. Corner

21.89' 28.20'

140.51'
N.86°00'17"W.

(U. S. HWY. No.20)

Kenneth Eng

STATE OF INDIANA } ss.
COUNTY OF LAKE

I, Hylton E. Donaldson, hereby certify that on the date shown I made
herein described property and, to the best of my knowledge, inform
the plat hereon drawn is a true and accurate representation of said

Given under my hand and seal this 7th day of November, 1997.

Hylton E. Donaldson

HYLTON E. DONALDSON, REGISTERED LAND SURVEYOR No. 80463, STATE OF INDIANA