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PROPERTY OWNERS AGREEMENT AND DECLARATION OF EASEMENTS AND RESTRICTIONS

C620001876

THIS AGREEMENT AND DECLARATION ("Agreement"), is made and entered into effective this 23rd day of August, 2000, by and between TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION, INC., an Indiana not for profit corporation ("POA"), TEIBELS, INC., ("Teibel"), and PERCH PARTNERS, L.L.C., an Indiana limited liability company ("Perch Partners").

WITNESSETH:

WHEREAS, Teibel is the owner of a certain parcel of real estate located in the Town of Schererville, County of Lake, State of Indiana, as more particularly described on Exhibit A hereto ("Parcel A"); and

WHEREAS, Perch Partners is the owner of four separate parcels of real estate located in the Town of Schererville, County of Lake, State of Indiana, as more particularly described on Exhibit B hereto ("Parcels B, C, D and E" as identified on said Exhibit B) (Parcels A, B, C, D and E are sometimes collectively referred to as the "Parcels"); and

WHEREAS, Perch Partners shall, subsequent to development of a water detention and drainage facility (hereinafter defined) on Parcel E, convey Parcel E to the POA; and

WHEREAS, the Town of Schererville has granted primary and secondary approval for a subdivision ^{to be} known as TEIBEL'S SECOND ADDITION TO THE TOWN OF SCHERERVILLE, ~~as recorded in 17811111 Page 11111 in the books of the recorder in Lake County, Indiana to be comprised solely of Parcels B and E, and for the enhancement of Parcel E as a detention basin for the benefit of Parcel B as well as Parcels A, C and D, said approval being dated March 1, and April 5, 2000 and given by the Town of Schererville Planning Commission; and~~

WHEREAS, Perch Partners intends to sell Parcel B to Walgreen Co. for use as a retail pharmacy; and

WHEREAS, the parties desire that certain easements and restrictions be placed upon the Parcels for the use and benefit of the POA and the owners of Parcels A through E incidental to the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan (a copy of which is attached hereto as Exhibit C), and to provide for the installation, maintenance, repair and replacement of the storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of Parcels A through E that are outside of the exterior walls of buildings or other structures from time-to-time located on the Parcels, and which are either unimproved or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, pavement, entrances, exits and other similar exterior site improvements (the "Common Areas"). The storm water detention basin on Parcel E, as indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage necessary in connection therewith, shall hereinafter be referred to as the "Water Detention and Drainage Facilities".

Chicago Title Insurance Company

for Exhibit "C" see plat Book 89/17

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2000 AUG 23

STATE OF INDIANA

FILED

AUG 23 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

02079

Handwritten initials

WHEREAS, the parties desire that certain easements and restrictions be placed upon the Parcels and lands adjoining Parcel A which are presently owned by the Parcel A Owner and by Lake County Trust Company, an Indiana corporation, as trustee under the provisions of a Trust Agreement dated the 11th day of September, 1968 known as Trust No. 1435, (the "adjoining land") which executes this Agreement for purposes of acknowledging the rights of the POA in and to the lands owned by Trust No. 1435, for the use and benefit of the POA and the owners of Parcels A through E, incidental to the maintenance, upkeep and repair, of the Internal Access Roadway, as shown on the Site Plan, and for the removal of snow from the Internal Access Roadway.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the benefits to be derived therefrom, the parties adopt and establish the following covenants, conditions, restrictions, easements and servitudes with respect to the Parcels, and do further agree as follows:

1. The POA and the owners of Parcels A through E and the owner of the adjoining land hereby approve the Site Plan.

2. The owners of Parcels A, B, C, D and E and their respective successors-in-interest as to those parcels, shall be entitled to the rights and privileges, and subject to the obligations and duties as more fully set forth in this Agreement.

3. Teible grants to Perch Partners an easement upon, under, over, above and across the Common Areas of Parcel A for the installation of the Water Detention and Drainage Facilities in the manner indicated on the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Teibel also grants to Perch Partners an easement upon, under, over, above and across Parcel A, and adjoining lands for the construction of the Internal Access Roadway in the manner indicated on the Site Plan. The easement granted for construction of the Internal Access Roadway, insofar as it runs through the adjoining land, shall be limited to the area indicated on the Site Plan, and a reasonable area on either side thereof as may be necessary for construction purposes. The easements granted herein shall include the right of reasonable ingress and egress as may be necessary to construct and install the Water Detention and Drainage Facilities and the Internal Access Roadway. The Water Detention and Drainage Facilities and the Internal Access Roadway required for Parcel A shall be constructed by Perch Partners in accordance with the Primary Engineering Plans on files with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Teible further agrees to reimburse Perch Partners for the actual costs of construction and installation of the Water Detention and Drainage Facilities and Internal Access Roadway located on Parcel A, and the adjoining lands.

4. Teibel grants to POA an easement upon, under, over, above and across the Common Areas of Parcel A for the maintenance, repair and replacement of the Water Detention and Drainage Facilities, and upon, under, over, above and across Parcel A and the adjoining lands for the maintenance, repair and replacement of the Internal Access Roadway. The easement granted herein shall include the right of reasonable ingress and egress as may be necessary to maintain and operate the Water Detention and Drainage Facilities and the Internal Access Roadway, and for the removal of snow from the Internal Access Roadway. Once constructed, the Water Detention and Drainage Facilities located on Parcel A and the Internal Access Roadway located on Parcel A and the adjoining lands shall not be modified, altered, relocated or otherwise changed without the prior

written consent of all Owners. The POA shall operate and maintain, or cause to be operated and maintained in good order, condition and repair the Water Detention and Drainage Facilities and Internal Access Roadway located upon Parcel A and the adjoining lands, and make any and all repairs and replacements that may from time-to-time be required with respect thereto.

5. Perch Partners grant to POA an easement upon, under, over, above and across the Common Areas of Parcels B, C and D for the maintenance, repair and replacement of the Water Detention and Drainage Facilities, and the Internal Access Roadway, and for the removal of snow from the Internal Access Roadway. The easement granted herein shall include the right of reasonable ingress and egress as may be necessary to maintain and operate the Water Detention and Drainage Facilities and the Internal Access Roadway, and for the removal of snow from the Internal Access Roadway. The Water Detention and Drainage Facilities and the Internal Access Roadway required for Parcels B, C and D shall be constructed by Perch Partners, in accordance with the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Once constructed, the Water Detention and Drainage Facilities located on Parcels B, C and D shall not be modified, altered, relocated or otherwise changed without the prior written consent of the POA and the owners of Parcels B, C and D. The POA shall operate and maintain, or cause to be operated and maintained in good order, condition and repair the Water Detention and Drainage Facilities and Internal Access Roadway located upon Parcels B, C and D and make any and all repairs and replacements that may from time-to-time be required with respect thereto.

6. As to Parcel E Perch Partners will install the Water Detention and Drainage Facilities and the Internal Access Roadway, in the manner indicated on the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. The Water Detention and Drainage Facilities on Parcel E shall be constructed by Perch Partners in accordance with the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Notwithstanding the foregoing, Perch Partners may, without the approval of the POA, or any of the other parties hereto, prior to conveyance of Parcel E to the POA, in its sole discretion, alter the size and shape of Parcels C, D and/or E, and the configuration of the detention basin located on Parcel E, from that which is shown on the Primary Engineering Plans on the Site Plan, so long as any such change(s) do not decrease the capacity of the detention basin. Perch Partners shall be solely responsible, at its sole cost and expense, to obtain any and all approvals which may be necessary to effectuate any such change(s). The other owners agree to fully cooperate in this regard, at no cost or expense to such owners.

7. The POA has been created under the laws of the State of Indiana as a not-for-profit corporation. Every person who acquires title to any Parcel shall be a member of the POA. The foregoing provision requiring the owners of a Parcel to be members of the POA is not intended to apply to those persons who hold an interest in said Parcels merely as security for performance of an obligation to pay money, nor any contractor who holds such Parcel for the purpose of construction, provided, however, that the contractor's exception shall not exceed six (6) months from the date the contractor takes title to such Parcel. If such person should realize upon its security and become the owner of a Parcel, then that party shall become subject to all requirements and limitations imposed by this Agreement and on members of the POA, including those provisions with respect to payment relating to the Water Detention and Drainage Facilities and Internal Access Roadway.

8. The general purposes of the POA are: (a) to provide a means whereby a storm water runoff collection, retention and detention pond or basin is established on Parcel E; (b) to provide for the operation, maintenance, repair and replacement of the Water Detention and Drainage Facilities and detention basin located on the Parcels; (c) to provide for the maintenance, repair and replacement of the Internal Access Roadway located on the Parcels and the adjoining land; and (d) to provide for snow removal from the Internal Access Roadway.

9.(a) The POA shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to levy against every member of the POA. Included within the power of the POA to levy are the following to collect a total annual charge of not less than \$ _____ on a prorata basis to be computed based on the total area of each Parcel as set forth below (or any subdivisions or reconfiguration of any Parcel) divided by the total area of Parcels A, B, C and D as follows:

Parcel A:	1.318
Parcel B:	1.942
Parcels C and D:	3.654
Total Area:	6.914

or such greater amount as may be determined by the POA after consideration of current maintenance, repair and upkeep requirements of the POA and all other expenses relating to the Water Detention and Drainage Facilities and, the Internal Access Roadway for the purposes set forth herein and in its Articles of Incorporation.

- (b) Every charge or levy so made shall be paid annually by the members to the POA on or before December 31 of each year. The board of directors of the POA shall fix the amount of the annual charge per Parcel by September 30 of each year, and written notice of the charge so fixed shall be sent to each member.
- (c) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, compounded monthly; and the POA may publish the name of the delinquent member in a list of delinquent members or by any other means of publication; and the POA may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney fees, which lien shall encumber the Parcel in respect of which the charge shall have been made, and which notice shall be filed in the office of the recorder of the county in which the Parcel so encumber shall lie. Every such lien may be enforced by equitable foreclosure at any time within three (3) years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the POA shall have the right to sue for such unpaid charges, interest, costs and reasonable attorney fees in any court of competent jurisdiction as for a debt owed by a delinquent member or members of the POA. Every person who shall become the owner of legal or equitable title to a Parcel, by any means, is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the POA all charges the POA shall make pursuant to this paragraph.

- (d) The POA shall, upon demand at any time, furnish a certificate in writing signed by an officer of the POA certifying that the assessments on a Parcel have been paid, or that certain assessments against said Parcel remain unpaid, as the case may be. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10. The assessments levied by the POA shall be used exclusively for the purpose of improvement, maintenance, repair and replacement of the Water Detention and Drainage Facilities and Internal Access Roadway located on the Common Areas of Parcels A through E, and the removal of snow from the Internal Access Roadway, and all expenses related thereto.

11. The lien for charges provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Parcel shall not affect any lien for charges.

12. Notwithstanding each member's easement for the use and enjoyment of the Water Detention and Drainage Facilities and Internal Access Roadway, the board of directors of the POA shall have the right to suspend the voting rights, if any, of any member for any period during which any POA charge, including fines, if any, owed by the member remains unpaid.

13. The foregoing agreements and declarations shall run with the land and be binding upon all parties and all persons claiming by, through and under them until December 31, 2025, at which time said agreements and declarations shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by a vote of those persons who then are owners of two-thirds (2/3) of the Parcels which are subject to this Agreement.

14. Each of the provisions of this Agreement is hereby declared to be independent and severable from the rest of the provisions hereof. If any of the provisions shall be held to be invalid or to be unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability of any other provisions of this Agreement, which provisions shall survive such determination.

15. This Agreement and all declarations and agreements set forth herein shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and assigns, and all parties claiming by, through or under each of said parties, including the transferees of the various parcels.

16. This Agreement shall not be amended in whole or in part, except by written instrument executed by all of the parties hereto, or their respective successors or assigns, which document is recorded in the office of the recorder for the county in which the Parcels are located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION

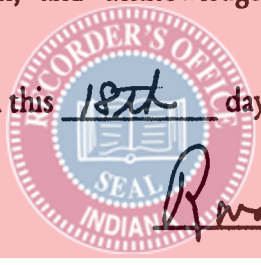
By: Stephen L. Teibel
Stephen L. Teibel
Its: President

By: Thomas J. Gamsjaeger
Thomas J. Gamsjaeger
Its: Secretary/Treasurer
Dated: July 23, 2000

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION, an Indiana not for profit corporation, by Stephen L. Teible and ~~Thomas J. Gamsjaeger~~, to me known to be the President and Secretary/Treasurer of the Corporation, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 18th day of ~~July~~ August, 2000.



Ronald W. Bortle
Notary Public

My Commission Expires: 11-12-00
County of Residence: Lake

LAKE COUNTY TRUST COMPANY
as Trustee under the provisions of a
Trust Agreement dated the 11th day of
September, 1968 known as Trust No. 1435

By: SEE SIGNATURE PAGE ATTACHED
Its: _____

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, 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 LAKE COUNTY TRUST COMPANY 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.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 23rd day of August, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated September 11, 1968, and known as Trust No. 1435.

By: Christopher Fox
Christopher Fox, Assistant Trust Officer

ATTEST:

By: Hesta Payo
Hesta Payo, Assistant Secretary



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 23rd day of August, 2000.

Tina Brakley
Tina Brakley, Notary Public

My Commission Expires: 12-26-07

Resident Lake County, Indiana

By: _____

Its: _____

Dated: July _____, 2000

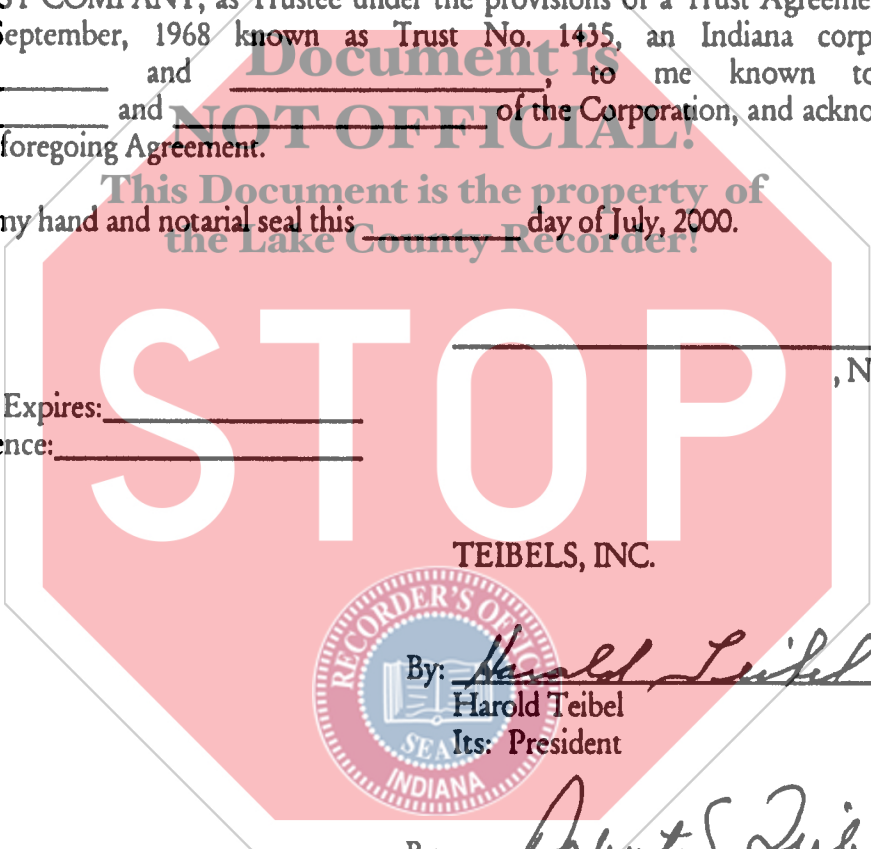
STATE OF INDIANA)
) ss:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared LAKE COUNTY TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated the 11th day of September, 1968 known as Trust No. 1435, an Indiana corporation, by _____ and _____, to me known to be the _____ and _____ of the Corporation, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this _____ day of July, 2000.

My Commission Expires: _____
County of Residence: _____

_____, Notary Public



TEIBELS, INC.

By: Harold Teibel
Harold Teibel
Its: President

By: Robert S. Teibel Jr.

Its: Secretary

Dated: July 18th, 2000

August

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared TEIBELS, INC., an Indiana corporation, by Harold Teibel and Robert S. Teibel, Jr., to me known to be the

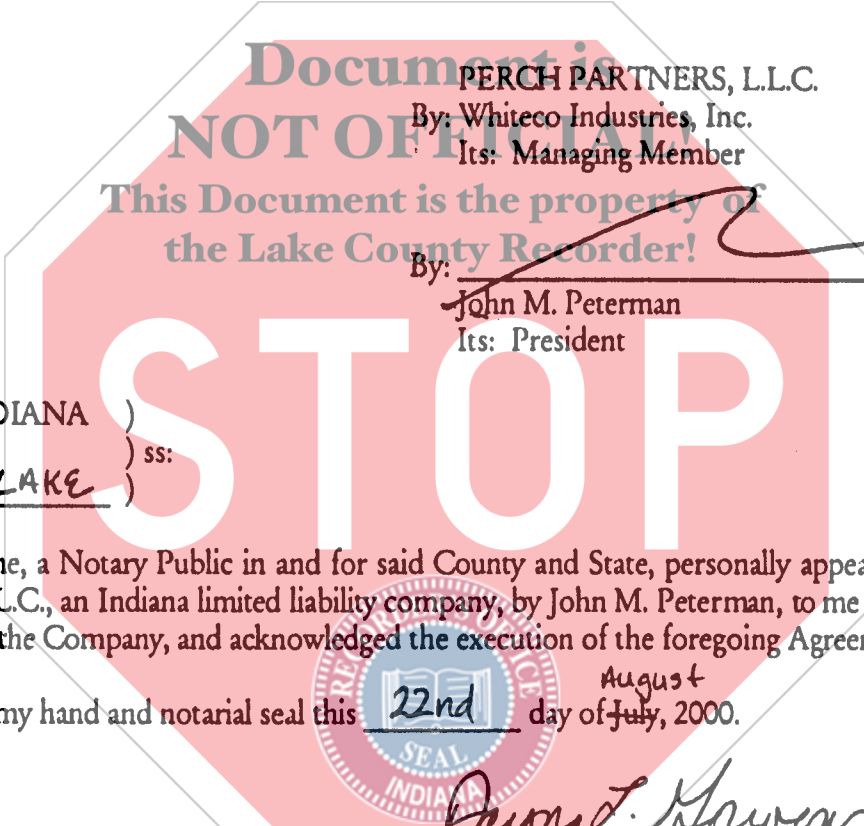
President and Secretary of the corporation, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 18th day of ^{August}~~July~~, 2000.

Ronald W. Berth

, Notary Public

My Commission Expires: 11-12-00
County of Residence: Lake



PERCH PARTNERS, L.L.C.
By: Whiteco Industries, Inc.
Its: Managing Member
By: _____
John M. Peterman
Its: President

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared PERCH PARTNERS, L.L.C., an Indiana limited liability company, by John M. Peterman, to me known to be the President of the Company, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 22nd day of ^{August}~~July~~, 2000.

Dagnat L. Gouwens

Dagnat L. Gouwens , Notary Public

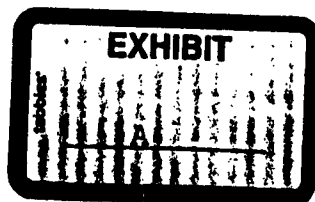
My Commission Expires: 5/11/2007
County of Residence: Lake

THIS INSTRUMENT PREPARED BY:
Michael H. Rhodes
Loomis, Ewert, Parsley, Davis & Gotting, P.C.
232 South Capitol Avenue, Suite 1000
Lansing, MI 48933
517-482-2400
I:\MLF\ALLIANCE\Scherville\Schererville POA.2.doc

PARCEL A

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 145.06 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 96.37 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 32 SECONDS WEST, A DISTANCE OF 114.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT OF THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 41.00 FEET, AN ARC DISTANCE OF 10.30 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 260.25 FEET TO A NON-TANGENT CURVE; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 98.50 FEET AND CHORD BEARING OF NORTH 40 DEGREES 40 MINUTES 14 SECONDS EAST, AN ARC DISTANCE OF 6002 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 51.50 FEET, AN ARC DISTANCE OF 31.38 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 18 SECONDS EAST, A DISTANCE OF 134.78 FEET; NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 109.18 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

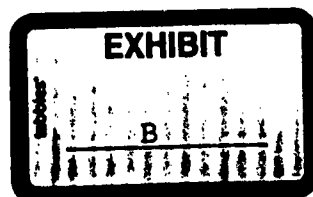
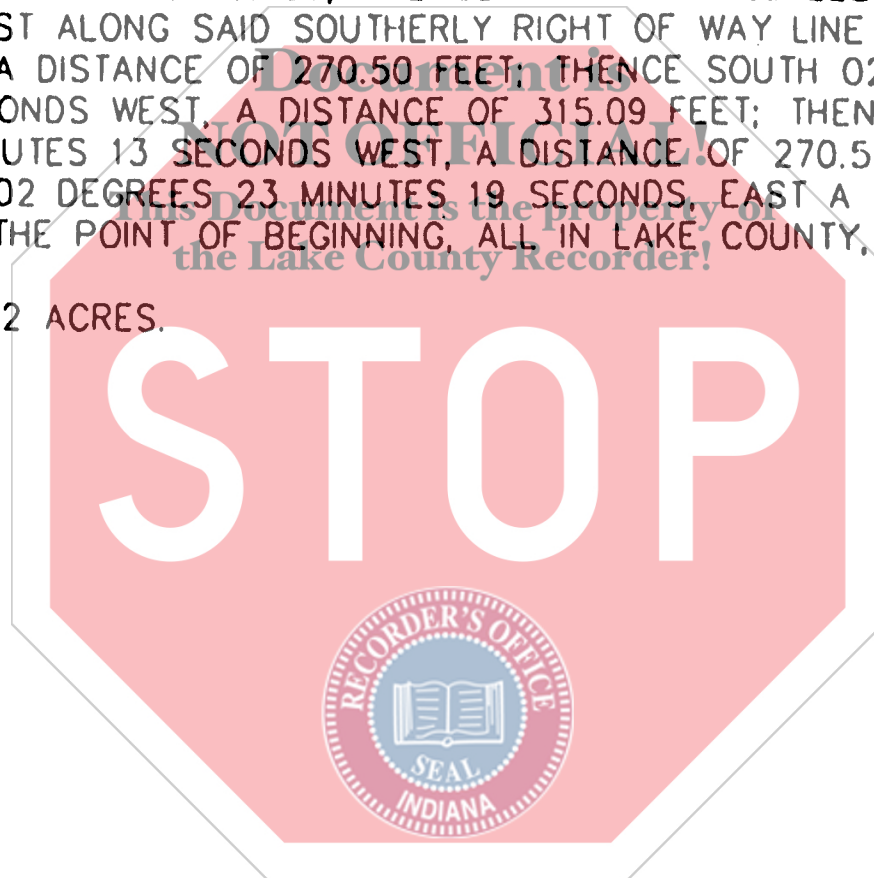
CONTAINING 1.318 ACRES.



PARCEL B

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 224.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE SOUTH 87 DEGREES 38 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 270.50 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 315.09 FEET; THENCE NORTH 86 DEGREES 40 MINUTES 13 SECONDS WEST, A DISTANCE OF 270.54 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 86.22 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

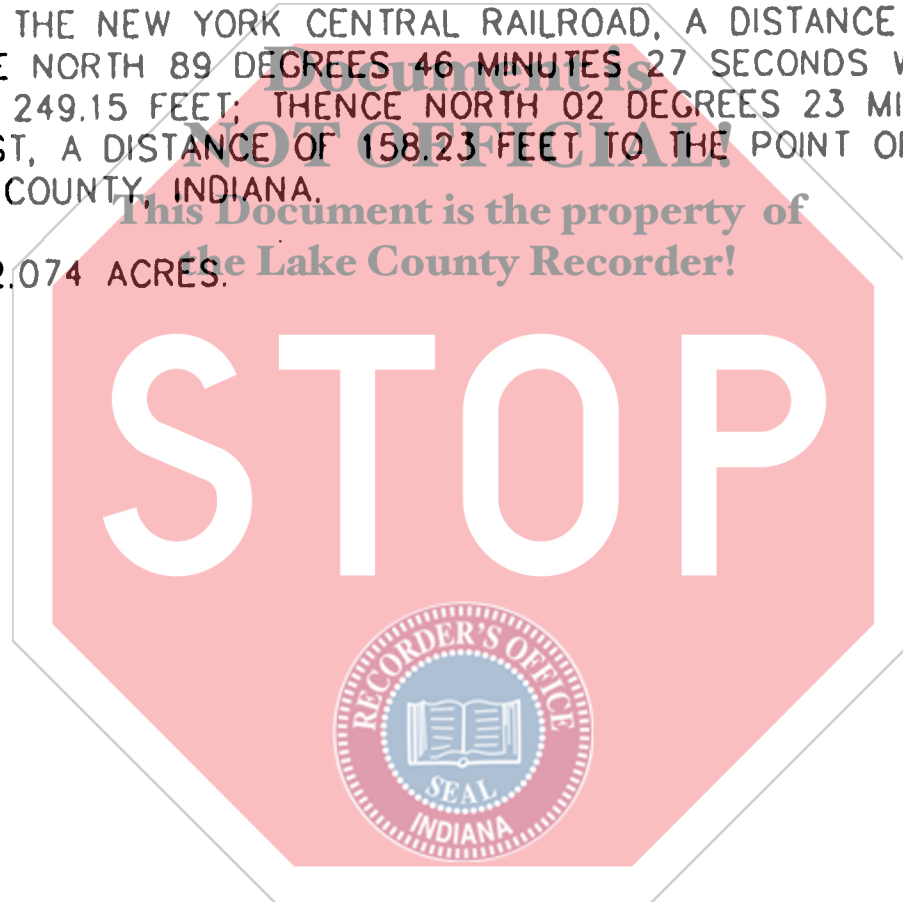
CONTAINING 1.942 ACRES.



PARCEL C

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 946.15 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 218.99 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE SOUTH 87 DEGREES 38 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 235.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 368.20 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS WEST, A DISTANCE OF 249.15 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

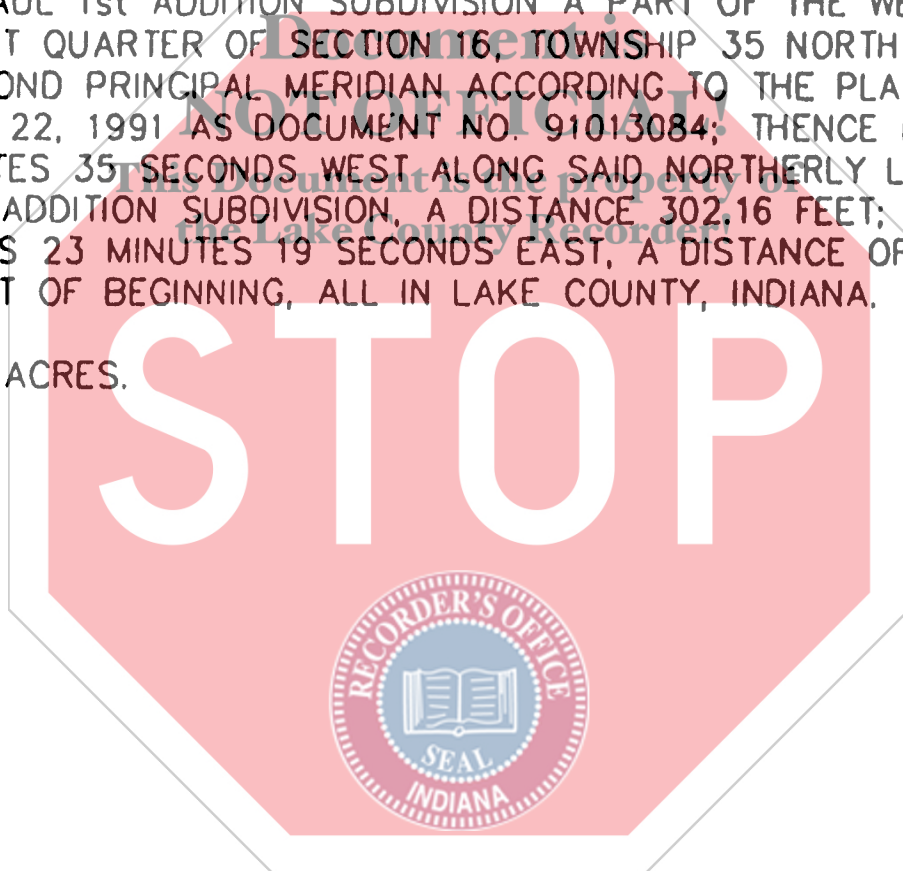
CONTAINING 2.074 ACRES.



PARCEL D

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET; THENCE SOUTH 07 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 164.90 FEET TO THE NORTHERLY LINE OF THE U-HAUL 1st ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE 302.16 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 236.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.580 ACRES.



PARCEL E .

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 16; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 675.57 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 166.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 226.38 FEET TO A NON TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 404.41 FEET AND A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 48 SECONDS WEST, N ARC DISTANCE OF 271.47 FEET TO THE EASTERLY LINE OF THE U-HAUL 1ST ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 07 DEGREES 36 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 388.78 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.378 ACRES.



CONTAINING 6.970 ACRES.

PARCEL A

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 145.06 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 96.37 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 32 SECONDS WEST, A DISTANCE OF 114.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT OF THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 41.00 FEET, AN ARC DISTANCE OF 10.30 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 260.25 FEET TO A NON-TANGENT CURVE; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 98.50 FEET AND CHORD BEARING OF NORTH 40 DEGREES 40 MINUTES 14 SECONDS EAST, AN ARC DISTANCE OF 6002 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 51.50 FEET, AN ARC DISTANCE OF 31.38 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 18 SECONDS EAST, A DISTANCE OF 134.78 FEET; NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 109.18 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.318 ACRES.

PARCEL B

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 224.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE SOUTH 87 DEGREES 38 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 270.50 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 315.09 FEET; THENCE NORTH 86 DEGREES 40 MINUTES 13 SECONDS WEST, A DISTANCE OF 270.54 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 86.22 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.942 ACRES.

PARCEL C

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 946.15 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 218.99 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE SOUTH 87 DEGREES 38 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 235.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 368.20 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS WEST, A DISTANCE OF 249.15 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 2.074 ACRES.

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TEIBEL'S

SCHERERVILLE

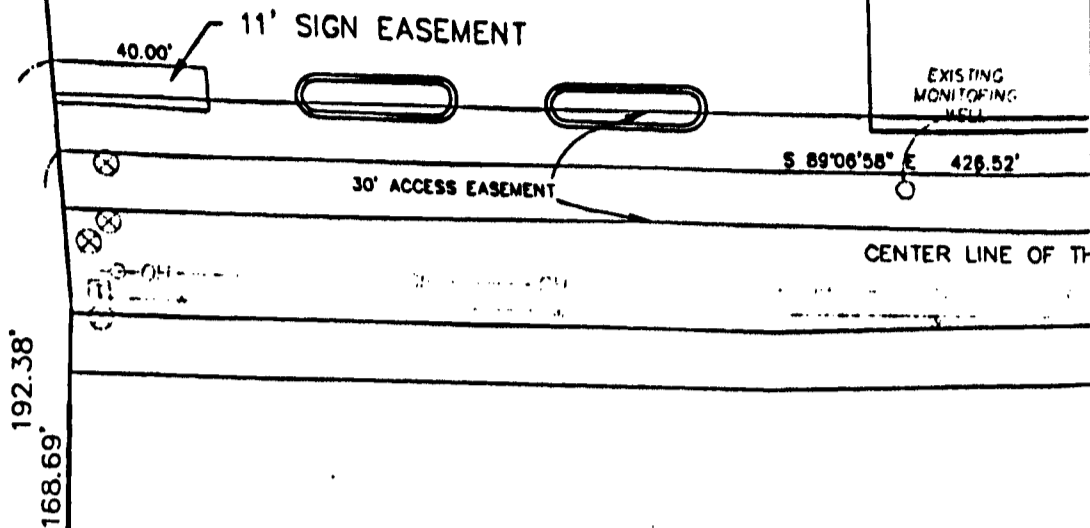
SITE PLAN

PROJ. ENG. L.W.
DRAWN BY: A.P.G.
CHECKED BY: T.E.H.
DATE: 07-27-00
SCALE: 1' = 50'

SHEET
1 OF 1

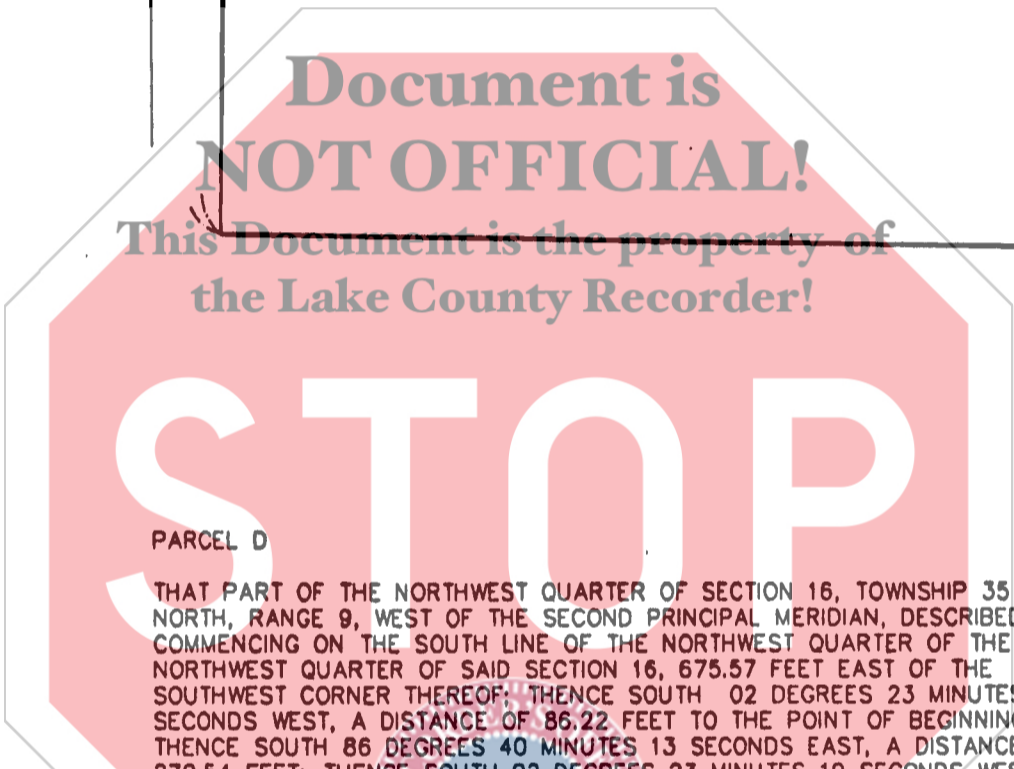
WASVI2 2133

POINT OF BEGINNING
PARCEL A1



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PARCEL D

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET; THENCE SOUTH 07 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 164.90 FEET TO THE NORTHERLY LINE OF THE U-HAUL 1st ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE 302.16 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 236.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.580 ACRES.

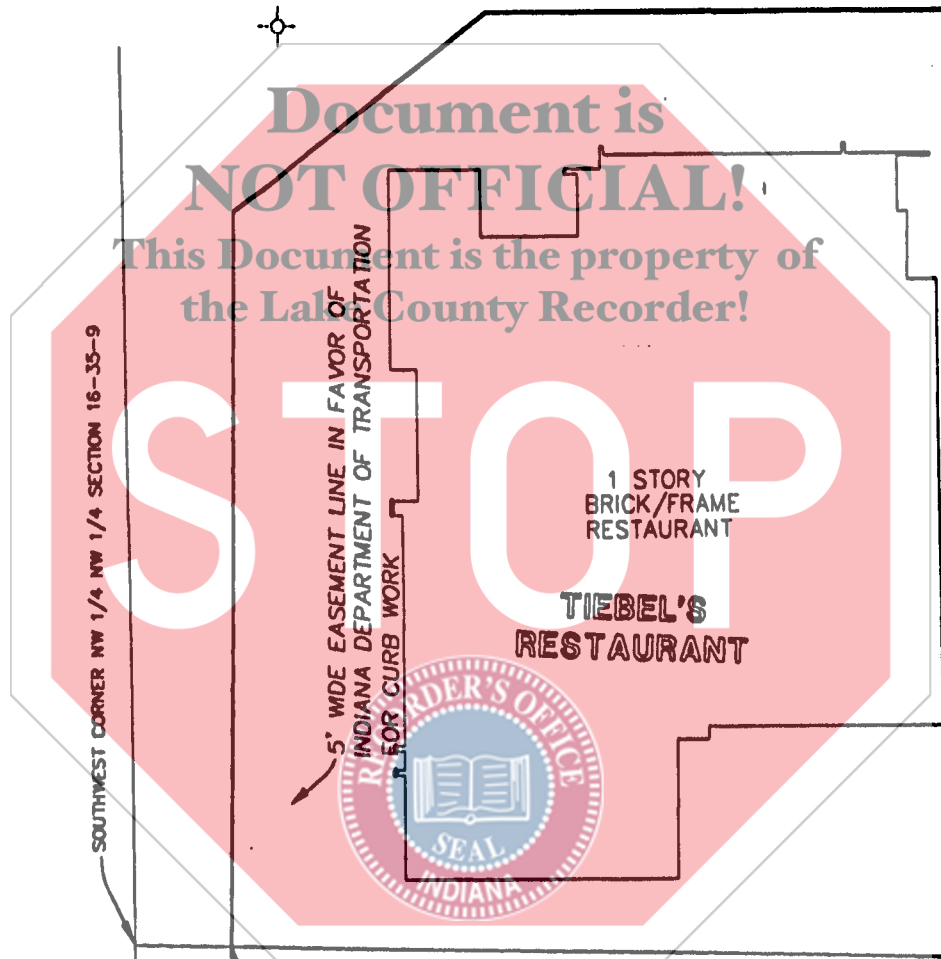
PARCEL E

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 16; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 675.57 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 166.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 226.38 FEET TO A NON TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 404.41 FEET AND A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 48 SECONDS WEST, N ARC DISTANCE OF 271.47 FEET TO THE EASTERLY LINE OF THE U-HAUL 1ST ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 07 DEGREES 36 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 388.78 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.378 ACRES.

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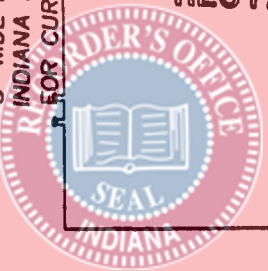


SOUTHWEST CORNER NW 1/4 NW 1/4 SECTION 16-35-9

5' WIDE EASEMENT LINE IN FAVOR OF INDIANA DEPARTMENT OF TRANSPORTATION FOR CURB WORK

1 STORY BRICK/FRAME RESTAURANT

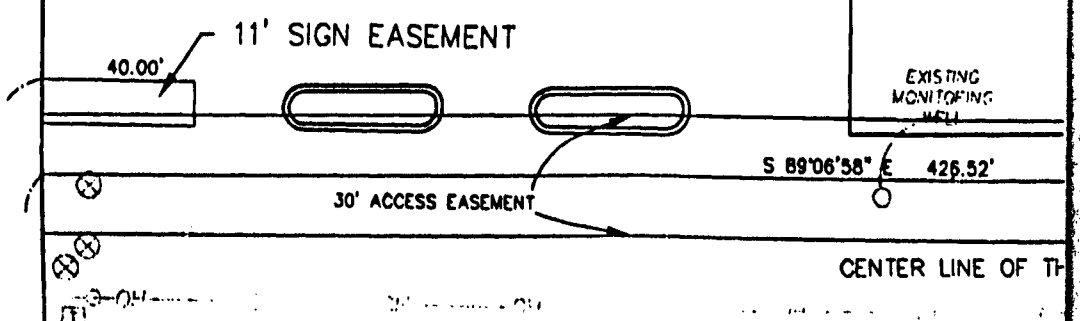
TIEBEL'S RESTAURANT



PARCEL AREA =

SOUTH LINE NW

POINT OF BEGINNING PARCEL A1



11' SIGN EASEMENT

40.00'

30' ACCESS EASEMENT

EXISTING MONITORING WELL

S 89°06'58" E 426.52'

CENTER LINE OF TH

FX 8" W.M.

SPRINKLER VALVE BOX

37.50' ACCESS EASEMENT

B6.12 BARRIER CURB AND GUTTER

PARCEL A
AREA = 1.318 Ac

Walgreens
15,120 s.f.

PARCEL B
AREA = 1.942 Ac

PARCEL C
AREA = 2.074 Ac

CONSTRUCT CURB,
DO NOT PAVE APRON

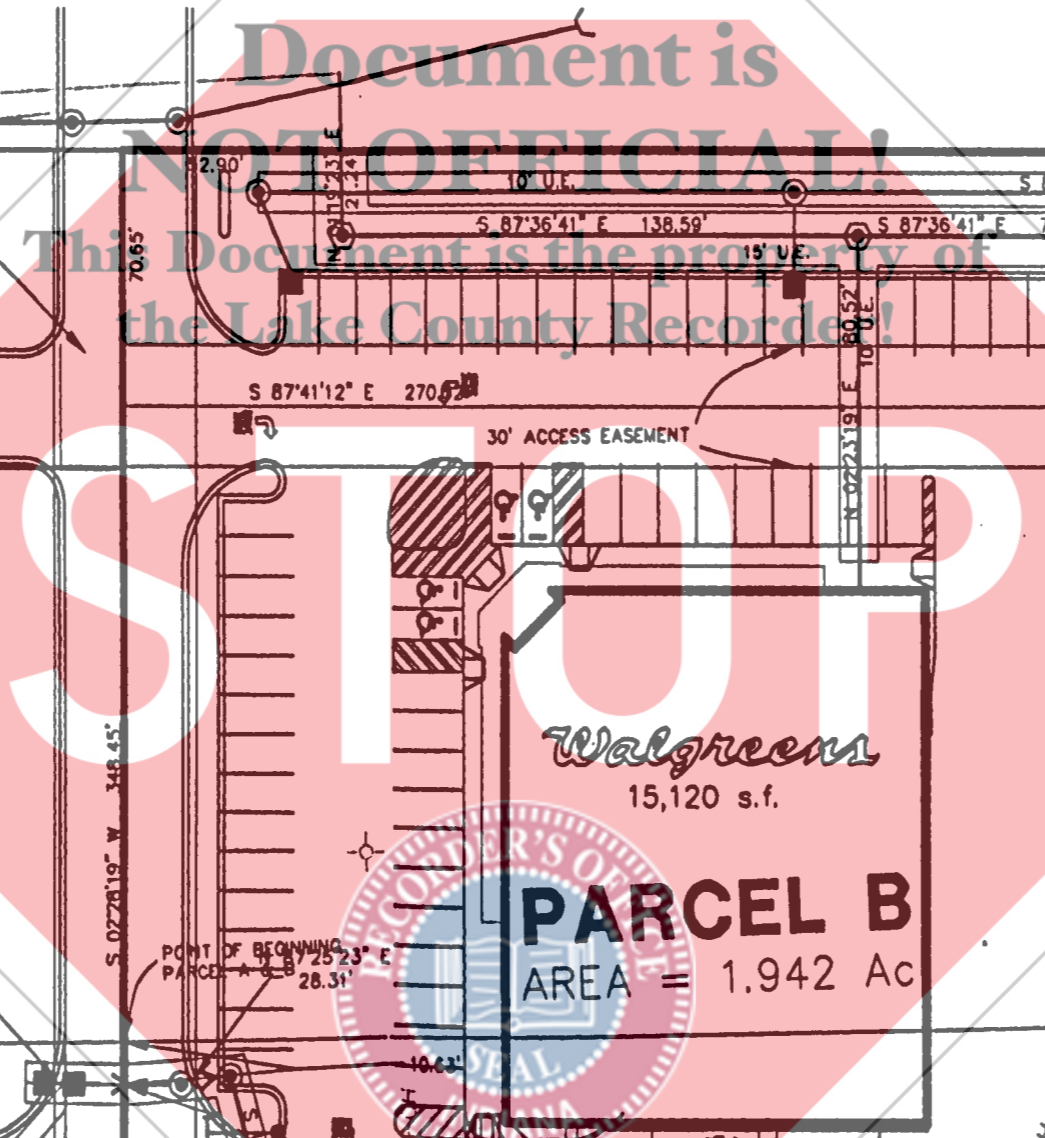
10' EASEMENT
Rec. as Doc. #593598
in B. 907, P. 381

BEGIN B6.12 BARRIER
CURB AND GUTTER
END DEPRESSED M3.12
CURB AND GUTTER

R=100.00'
L=152.52'
25' ACCESS EASEMENT

EXISTING 10' UTILITY
EASEMENT

EXISTING 15' UTILITY EASEMENT

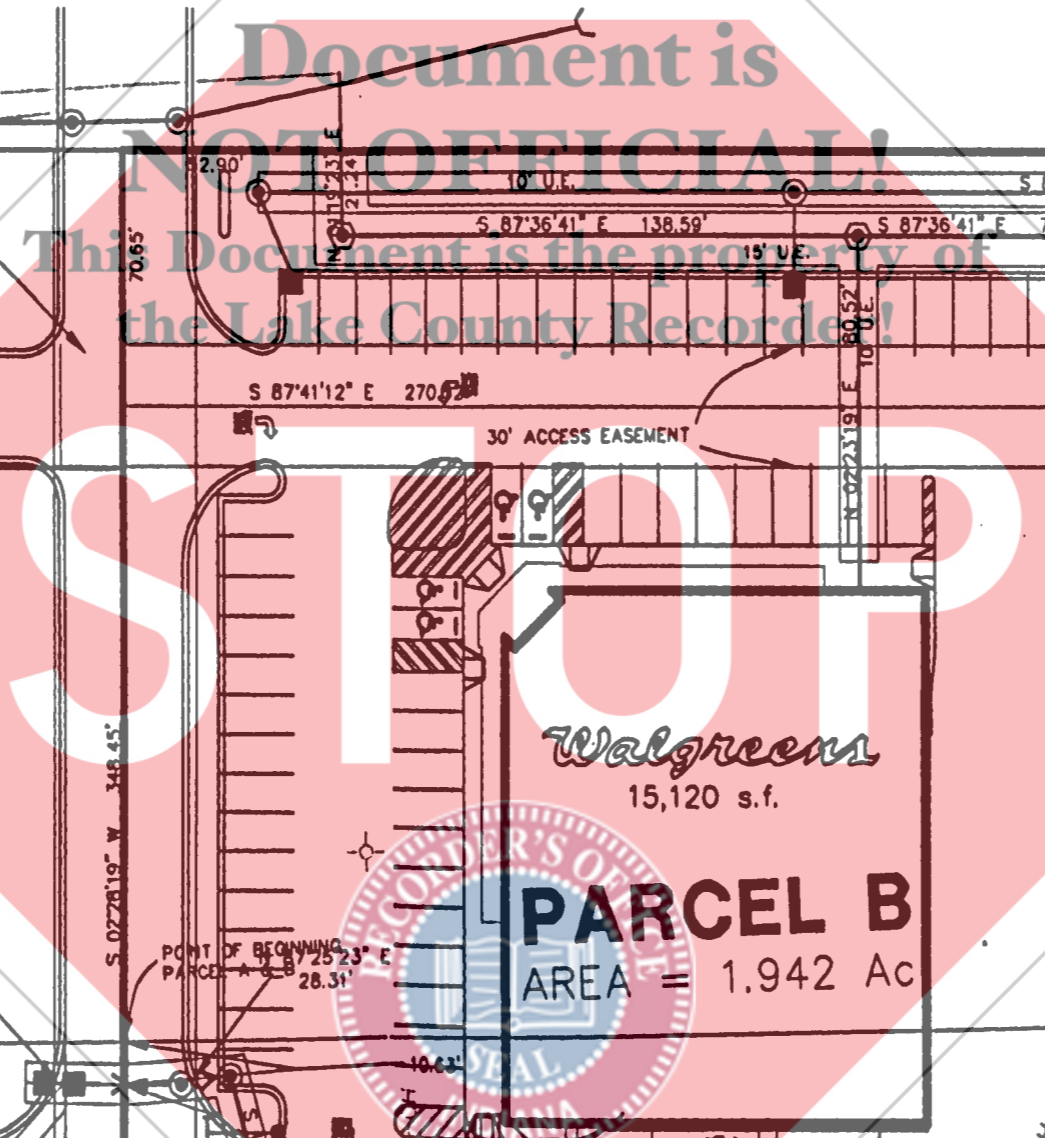


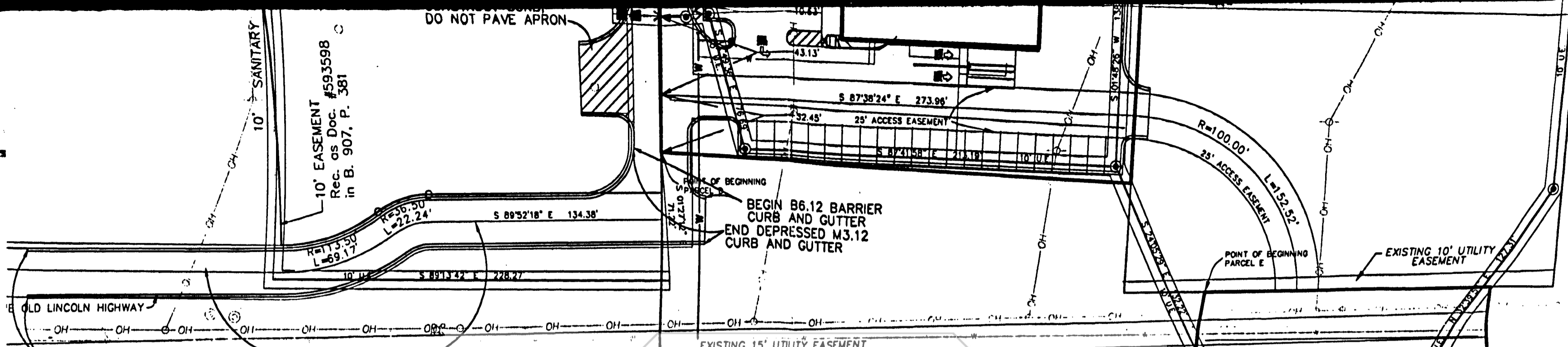
EL A1
0.970 Ac

1/4 NW 1/4 SECTION 16-35-9

10' SANITARY SEWER EASEMENT TO THE TOWN OF SCHERERVILLE

OLD LINCOLN HIGHWAY





BEGIN DEPRESSED M3.12 CURB AND GUTTER

ALL SUBDIVISION ROADS SHALL HAVE TRUCK TRAFFIC PAVEMENT SECTION

EXISTING 15' UTILITY EASEMENT

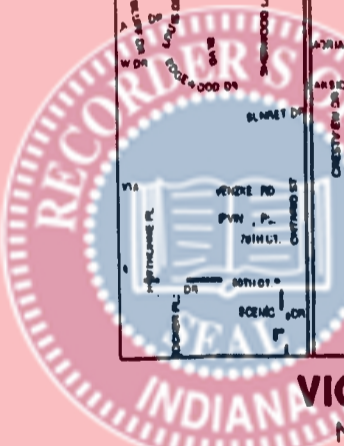
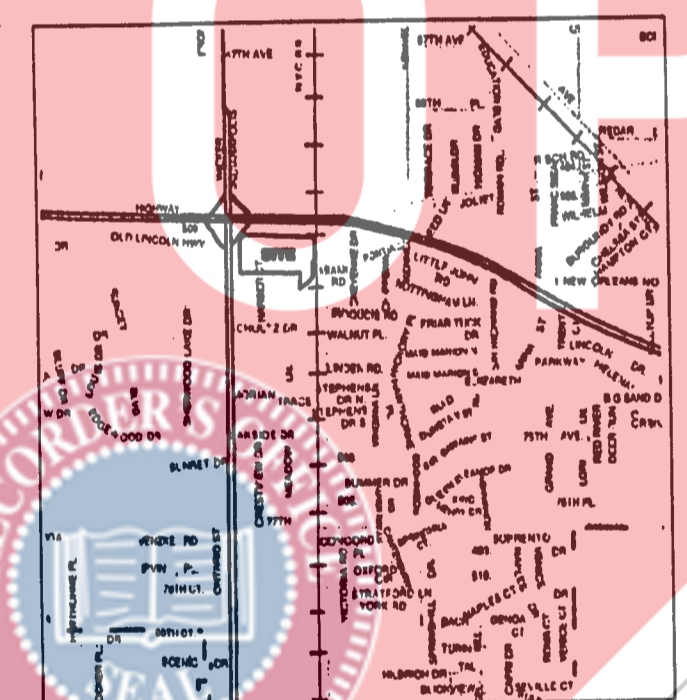
BEGIN B6.12 BARRIER CURB AND GUTTER
END DEPRESSED M3.12 CURB AND GUTTER

Document is
PARCEL D
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PARCEL E
AREA = 1.378 Ac

F.I.P.

STOP



VICINITY MAP
NOT TO SCALE

WHEREAS, the parties desire that certain easements and restrictions be placed upon the Parcels and lands adjoining Parcel A which are presently owned by the Parcel A Owner and by Lake County Trust Company, an Indiana corporation, as trustee under the provisions of a Trust Agreement dated the 11th day of September, 1968 known as Trust No. 1435, (the "adjoining land") which executes this Agreement for purposes of acknowledging the rights of the POA in and to the lands owned by Trust No. 1435, for the use and benefit of the POA and the owners of Parcels A through E, incidental to the maintenance, upkeep and repair, of the Internal Access Roadway, as shown on the Site Plan, and for the removal of snow from the Internal Access Roadway.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and the benefits to be derived therefrom, the parties adopt and establish the following covenants, conditions, restrictions, easements and servitudes with respect to the Parcels, and do further agree as follows:

1. The POA and the owners of Parcels A through E and the owner of the adjoining land hereby approve the Site Plan.
2. The owners of Parcels A, B, C, D and E and their respective successors-in-interest as to those parcels, shall be entitled to the rights and privileges, and subject to the obligations and duties as more fully set forth in this Agreement.
3. Teible grants to Perch Partners an easement upon, under, over, above and across the Common Areas of Parcel A for the installation of the Water Detention and Drainage Facilities in the manner indicated on the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Teibel also grants to Perch Partners an easement upon, under, over, above and across Parcel A, and adjoining lands for the construction of the Internal Access Roadway in the manner indicated on the Site Plan. The easement granted for construction of the Internal Access Roadway, insofar as it runs through the adjoining land, shall be limited to the area indicated on the Site Plan, and a reasonable area on either side thereof as may be necessary for construction purposes. The easements granted herein shall include the right of reasonable ingress and egress as may be necessary to construct and install the Water Detention and Drainage Facilities and the Internal Access Roadway. The Water Detention and Drainage Facilities and the Internal Access Roadway required for Parcel A shall be constructed by Perch Partners in accordance with the Primary Engineering Plans on files with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Teible further agrees to reimburse Perch Partners for the actual costs of construction and installation of the Water Detention and Drainage Facilities and Internal Access Roadway located on Parcel A, and the adjoining lands.
4. Teibel grants to POA an easement upon, under, over, above and across the Common Areas of Parcel A for the maintenance, repair and replacement of the Water Detention and Drainage Facilities, and upon, under, over, above and across Parcel A and the adjoining lands for the maintenance, repair and replacement of the Internal Access Roadway. The easement granted herein shall include the right of reasonable ingress and egress as may be necessary to maintain and operate the Water Detention and Drainage Facilities and the Internal Access Roadway, and for the removal of snow from the Internal Access Roadway. Once constructed, the Water Detention and Drainage Facilities located on Parcel A and the Internal Access Roadway located on Parcel A and the adjoining lands shall not be modified, altered, relocated or otherwise changed without the prior

written consent of all Owners. The POA shall operate and maintain, or cause to be operated and maintained in good order, condition and repair the Water Detention and Drainage Facilities and Internal Access Roadway located upon Parcel A and the adjoining lands, and make any and all repairs and replacements that may from time-to-time be required with respect thereto.

5. Perch Partners grant to POA an easement upon, under, over, above and across the Common Areas of Parcels B, C and D for the maintenance, repair and replacement of the Water Detention and Drainage Facilities, and the Internal Access Roadway, and for the removal of snow from the Internal Access Roadway. The easement granted herein shall include the right of reasonable ingress and egress as may be necessary to maintain and operate the Water Detention and Drainage Facilities and the Internal Access Roadway, and for the removal of snow from the Internal Access Roadway. The Water Detention and Drainage Facilities and the Internal Access Roadway required for Parcels B, C and D shall be constructed by Perch Partners, in accordance with the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Once constructed, the Water Detention and Drainage Facilities located on Parcels B, C and D shall not be modified, altered, relocated or otherwise changed without the prior written consent of the POA and the owners of Parcels B, C and D. The POA shall operate and maintain, or cause to be operated and maintained in good order, condition and repair the Water Detention and Drainage Facilities and Internal Access Roadway located upon Parcels B, C and D and make any and all repairs and replacements that may from time-to-time be required with respect thereto.

6. As to Parcel E Perch Partners will install the Water Detention and Drainage Facilities and the Internal Access Roadway, in the manner indicated on the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. The Water Detention and Drainage Facilities on Parcel E shall be constructed by Perch Partners in accordance with the Primary Engineering Plans on file with the Town of Schererville (and any and all modifications thereto which are not deemed "material") and the Site Plan. Notwithstanding the foregoing, Perch Partners may, without the approval of the POA, or any of the other parties hereto, prior to conveyance of Parcel E to the POA, in its sole discretion, alter the size and shape of Parcels C, D and/or E, and the configuration of the detention basin located on Parcel E, from that which is shown on the Primary Engineering Plans on the Site Plan, so long as any such change(s) do not decrease the capacity of the detention basin. Perch Partners shall be solely responsible, at its sole cost and expense, to obtain any and all approvals which may be necessary to effectuate any such change(s). The other owners agree to fully cooperate in this regard, at no cost or expense to such owners.

7. The POA has been created under the laws of the State of Indiana as a not-for-profit corporation. Every person who acquires title to any Parcel shall be a member of the POA. The foregoing provision requiring the owners of a Parcel to be members of the POA is not intended to apply to those persons who hold an interest in said Parcels merely as security for performance of an obligation to pay money, nor any contractor who holds such Parcel for the purpose of construction, provided, however, that the contractor's exception shall not exceed six (6) months from the date the contractor takes title to such Parcel. If such person should realize upon its security and become the owner of a Parcel, then that party shall become subject to all requirements and limitations imposed by this Agreement and on members of the POA, including those provisions with respect to payment relating to the Water Detention and Drainage Facilities and Internal Access Roadway.

8. The general purposes of the POA are: (a) to provide a means whereby a storm water runoff collection, retention and detention pond or basin is established on Parcel E; (b) to provide for the operation, maintenance, repair and replacement of the Water Detention and Drainage Facilities and detention basin located on the Parcels; (c) to provide for the maintenance, repair and replacement of the Internal Access Roadway located on the Parcels and the adjoining land; and (d) to provide for snow removal from the Internal Access Roadway.

9.(a) The POA shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to levy against every member of the POA. Included within the power of the POA to levy are the following to collect a total annual charge of not less than \$ _____ on a prorata basis to be computed based on the total area of each Parcel as set forth below (or any subdivisions or reconfiguration of any Parcel) divided by the total area of Parcels A, B, C and D as follows:

Parcel A:	1.318
Parcel B:	1.942
Parcels C and D:	3.654
Total Area:	6.914

or such greater amount as may be determined by the POA after consideration of current maintenance, repair and upkeep requirements of the POA and all other expenses relating to the Water Detention and Drainage Facilities and, the Internal Access Roadway for the purposes set forth herein and in its Articles of Incorporation.

- (b) Every charge or levy so made shall be paid annually by the members to the POA on or before December 31 of each year. The board of directors of the POA shall fix the amount of the annual charge per Parcel by September 30 of each year, and written notice of the charge so fixed shall be sent to each member.
- (c) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, compounded monthly; and the POA may publish the name of the delinquent member in a list of delinquent members or by any other means of publication; and the POA may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney fees, which lien shall encumber the Parcel in respect of which the charge shall have been made, and which notice shall be filed in the office of the recorder of the county in which the Parcel so encumber shall lie. Every such lien may be enforced by equitable foreclosure at any time within three (3) years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the POA shall have the right to sue for such unpaid charges, interest, costs and reasonable attorney fees in any court of competent jurisdiction as for a debt owed by a delinquent member or members of the POA. Every person who shall become the owner of legal or equitable title to a Parcel, by any means, is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the POA all charges the POA shall make pursuant to this paragraph.

- (d) The POA shall, upon demand at any time, furnish a certificate in writing signed by an officer of the POA certifying that the assessments on a Parcel have been paid, or that certain assessments against said Parcel remain unpaid, as the case may be. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10. The assessments levied by the POA shall be used exclusively for the purpose of improvement, maintenance, repair and replacement of the Water Detention and Drainage Facilities and Internal Access Roadway located on the Common Areas of Parcels A through E, and the removal of snow from the Internal Access Roadway, and all expenses related thereto.

11. The lien for charges provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Parcel shall not affect any lien for charges.

12. Notwithstanding each member's easement for the use and enjoyment of the Water Detention and Drainage Facilities and Internal Access Roadway, the board of directors of the POA shall have the right to suspend the voting rights, if any, of any member for any period during which any POA charge, including fines, if any, owed by the member remains unpaid.

13. The foregoing agreements and declarations shall run with the land and be binding upon all parties and all persons claiming by, through and under them until December 31, 2025, at which time said agreements and declarations shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by a vote of those persons who then are owners of two-thirds (2/3) of the Parcels which are subject to this Agreement.

14. Each of the provisions of this Agreement is hereby declared to be independent and severable from the rest of the provisions hereof. If any of the provisions shall be held to be invalid or to be unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability of any other provisions of this Agreement, which provisions shall survive such determination.

15. This Agreement and all declarations and agreements set forth herein shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and assigns, and all parties claiming by, through or under each of said parties, including the transferees of the various parcels.

16. This Agreement shall not be amended in whole or in part, except by written instrument executed by all of the parties hereto, or their respective successors or assigns, which document is recorded in the office of the recorder for the county in which the Parcels are located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION

By: Stephen L. Teibel
Stephen L. Teibel
Its: President

By: Thomas J. Gamsjaeger
Thomas J. Gamsjaeger
Its: Secretary/Treasurer
Dated: July 23, 2000

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION, an Indiana not for profit corporation, by Stephen L. Teible and ~~Thomas J. Gamsjaeger~~, to me known to be the President and ~~Secretary/Treasurer~~ of the Corporation, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 18th day of August, 2000.
Ronald W. Bortw

, Notary Public

My Commission Expires: 11-12-00
County of Residence: Lake

LAKE COUNTY TRUST COMPANY
as Trustee under the provisions of a
Trust Agreement dated the 11th day of
September, 1968 known as Trust No. 1435

By: SEE SIGNATURE PAGE ATTACHED
Its: _____

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, 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 LAKE COUNTY TRUST COMPANY 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.

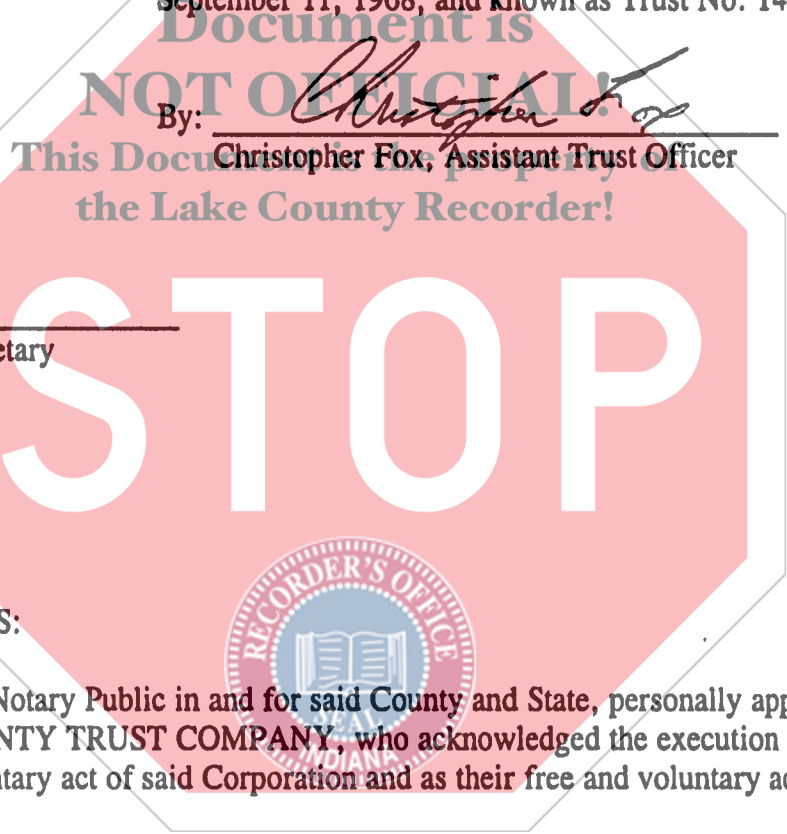
Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 23rd day of August, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated September 11, 1968, and known as Trust No. 1435.

By: *Christopher Fox*
Christopher Fox, Assistant Trust Officer



ATTEST:

By: *Hesta Payo*
Hesta Payo, Assistant Secretary

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 23rd day of August, 2000.

Tina Brakley
Tina Brakley, Notary Public

My Commission Expires: 12-26-07

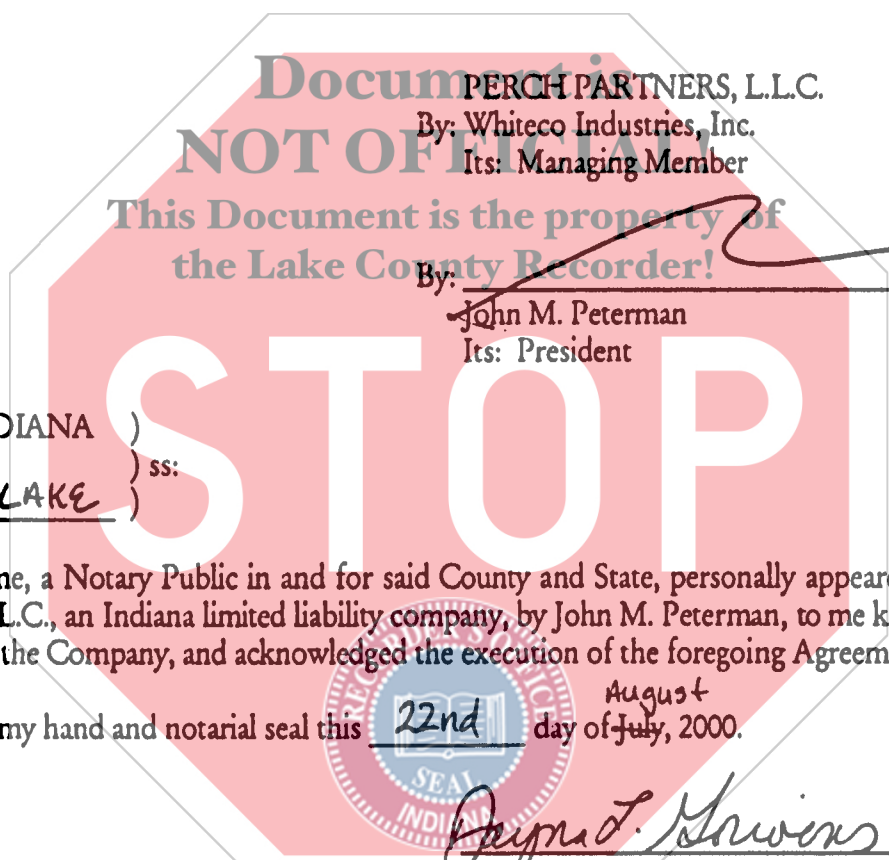
Resident Lake County, Indiana

President and Secretary of the corporation, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 18th day of ^{August}~~July~~, 2000.

Ronald W. Bost
_____, Notary Public

My Commission Expires: 11-12-00
County of Residence: Lake



Document: PERCH PARTNERS, L.L.C.
By: Whiteco Industries, Inc.
Its: Managing Member
This Document is the property of
the Lake County Recorder!

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared PERCH PARTNERS, L.L.C., an Indiana limited liability company, by John M. Peterman, to me known to be the President of the Company, and acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 22nd day of ^{August}~~July~~, 2000.

Raymond L. Gouvens
_____, Notary Public

My Commission Expires: 5/11/2007
County of Residence: Lake

THIS INSTRUMENT PREPARED BY:
Michael H. Rhodes
Loomis, Ewert, Parsley, Davis & Gotting, P.C.
232 South Capitol Avenue, Suite 1000
Lansing, MI 48933
517-482-2400
I:\MLF\ALLIANCE\Schereville\Schererville POA.2.doc

PARCEL A

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 145.06 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 96.37 FEET; THENCE SOUTH 77 DEGREES 59 MINUTES 32 SECONDS WEST, A DISTANCE OF 114.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE RIGHT OF THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 41.00 FEET, AN ARC DISTANCE OF 10.30 FEET; THENCE NORTH 87 DEGREES 36 MINUTES 41 SECONDS WEST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 32 SECONDS EAST, A DISTANCE OF 260.25 FEET TO A NON-TANGENT CURVE; THENCE EASTERLY ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 98.50 FEET AND CHORD BEARING OF NORTH 40 DEGREES 40 MINUTES 14 SECONDS EAST, AN ARC DISTANCE OF 6002 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING EASTERLY ALONG A CURVE TO THE RIGHT AND HAVING A RADIUS OF 51.50 FEET, AN ARC DISTANCE OF 31.38 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 18 SECONDS EAST, A DISTANCE OF 134.78 FEET; NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 109.18 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

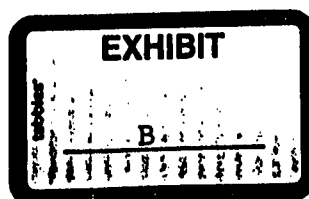
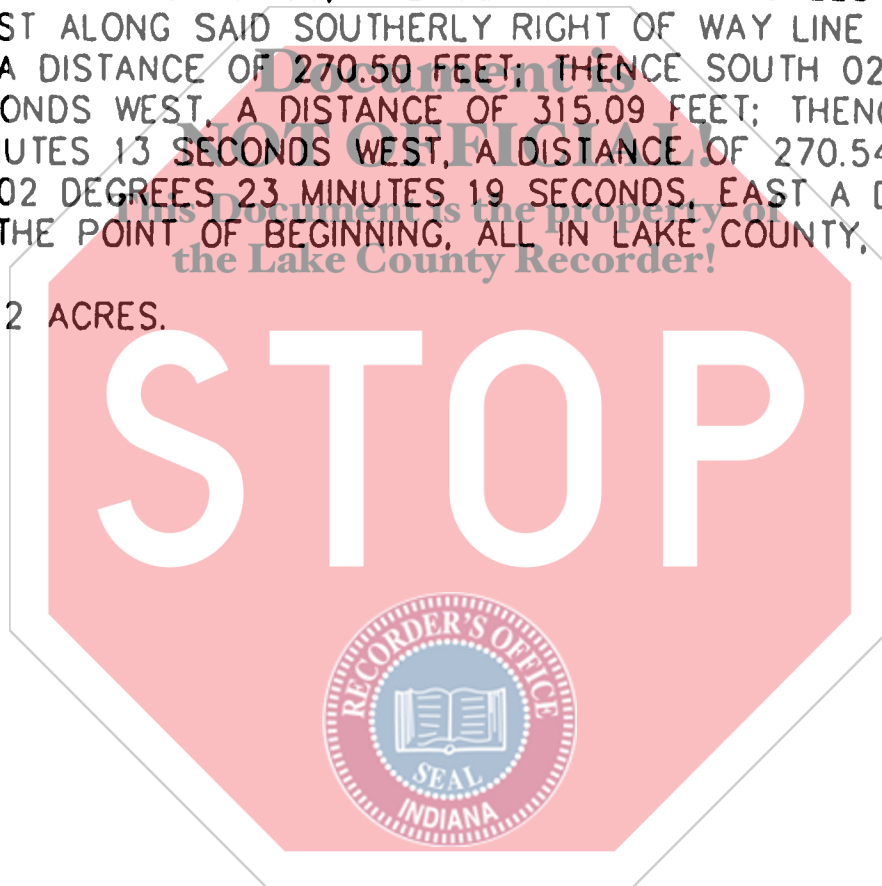
CONTAINING 1.318 ACRES.



PARCEL B

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 224.26 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE SOUTH 87 DEGREES 38 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 270.50 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 315.09 FEET; THENCE NORTH 86 DEGREES 40 MINUTES 13 SECONDS WEST, A DISTANCE OF 270.54 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 86.22 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

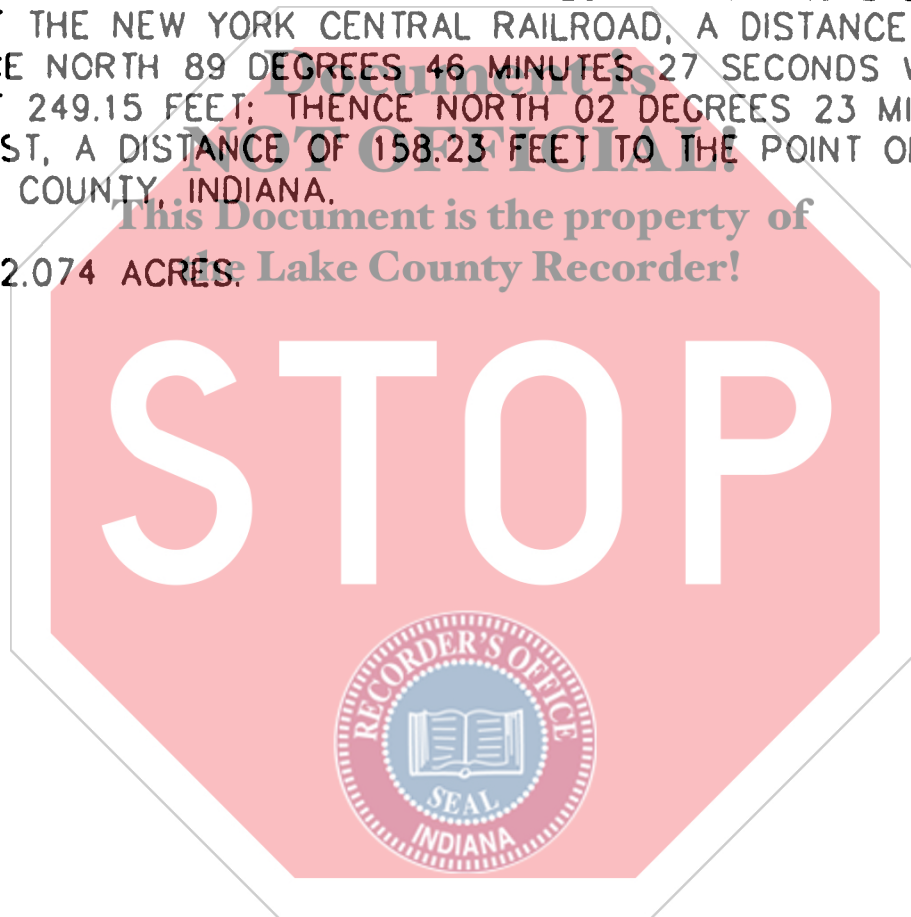
CONTAINING 1.942 ACRES.



PARCEL C

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 946.15 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 218.99 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE SOUTH 87 DEGREES 38 MINUTES 46 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 235.75 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 19 MINUTES 49 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 368.20 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 27 SECONDS WEST, A DISTANCE OF 249.15 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 2.074 ACRES.



PARCEL D

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CONTAINING 1.580 ACRES.



PARCEL E

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 16; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 675.57 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 166.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 226.38 FEET TO A NON TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 404.41 FEET AND A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 48 SECONDS WEST, N ARC DISTANCE OF 271.47 FEET TO THE EASTERLY LINE OF THE U-HAUL 1ST ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 07 DEGREES 36 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 388.78 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.378 ACRES.



BEGIN DEPRESSED
M3.12 CURB
AND GUTTER

ALL SUBDIVISION ROADS
SHALL HAVE TRUCK TRAFFIC
PAVEMENT SECTION

EXISTING 1

F.I.P.



Vertical text on the right margin, possibly a scale or reference marker.

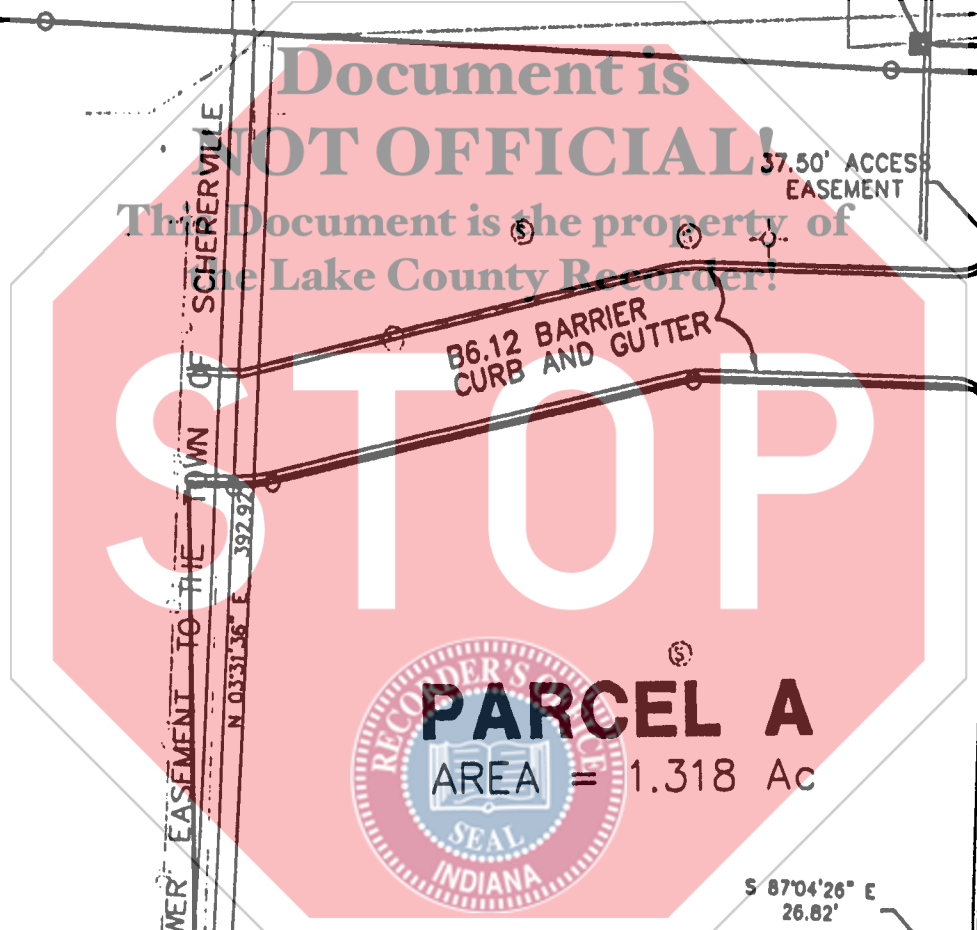
EX 8" W.M.

SPRINKLER VALVE BOX

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37.50' ACCESS EASEMENT

86.12 BARRIER CURB AND GUTTER



L A1
970 Ac



PARCEL A
AREA = 1.318 Ac

4 NW 1/4 SECTION 16-35-9

TOWN OF SCHERERVILLE
10' SANITARY SEWER EASEMENT TO THE TOWN OF SCHERERVILLE

10' EASEMENT
Rec. as Doc. #593598
in B. 907, P. 381

CONSTRUCT CURB,
DO NOT PAVE APRON

S 87°04'26" E
26.82'

S 02°28'19" W 348.45'

POINT OF BEGINNING
PARCEL A

R=13.50
L=69.17

R=56.50
L=22.24

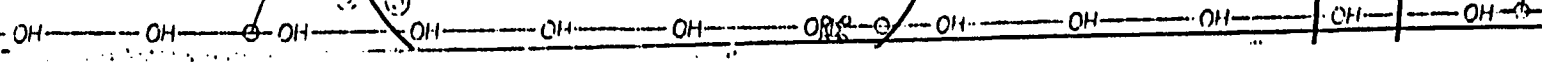
S 89°32'18" E 134.38'

S 89°13'42" E 228.27

POINT OF BEGINNING
PARCEL B

BE
CV
END
CURB

OLD LINCOLN HIGHWAY



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STOP



PARCEL C

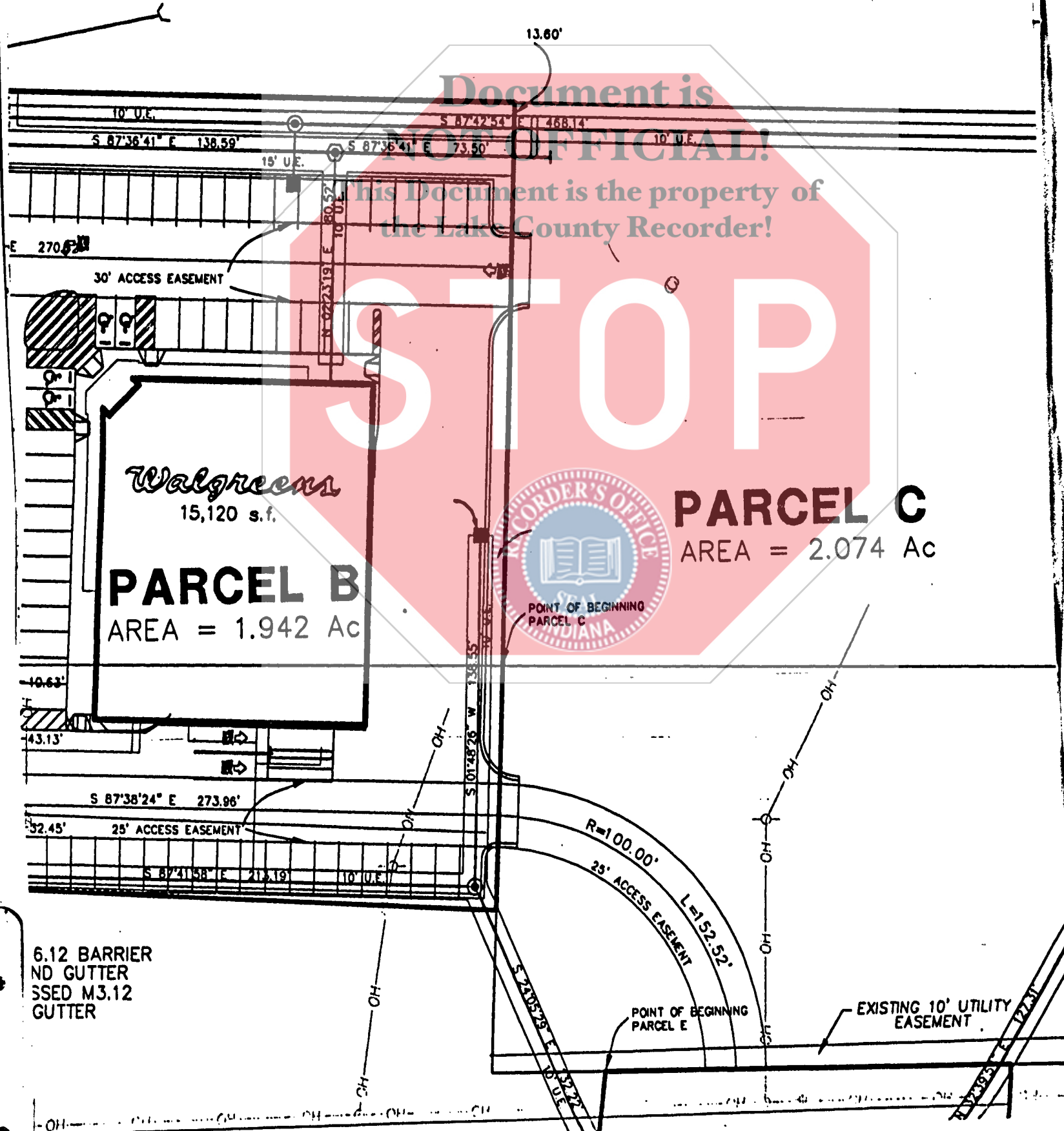
AREA = 2.074 Ac

PARCEL B

AREA = 1.942 Ac

Walgreens

15,120 s.f.



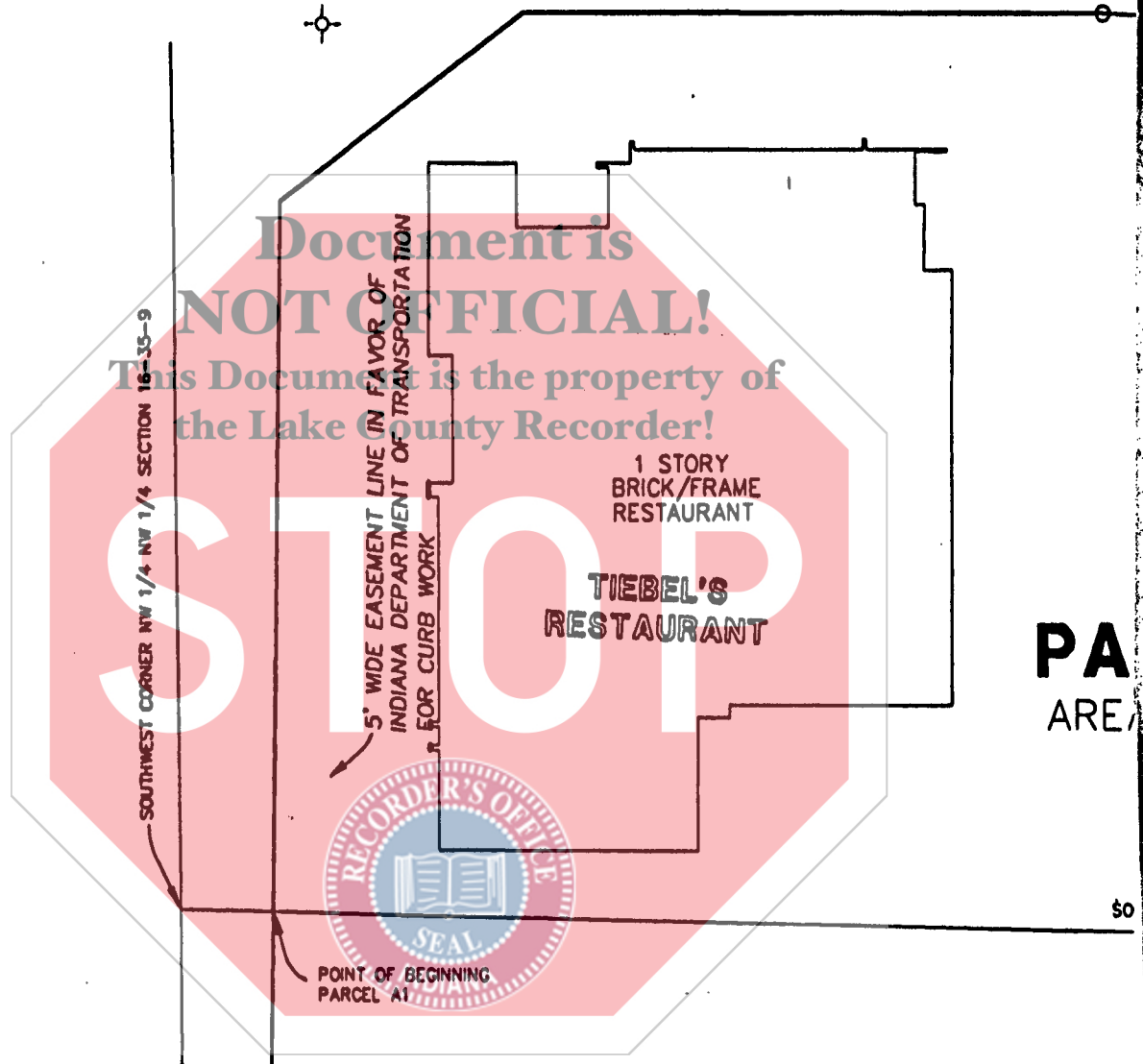
6.12 BARRIER
NO GUTTER
3.52' M3.12
GUTTER

POINT OF BEGINNING
PARCEL C

EXISTING 10' UTILITY
EASEMENT

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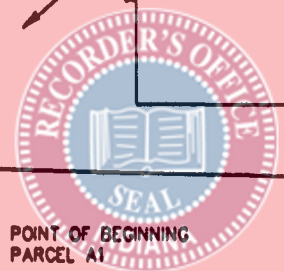
SOUTHWEST CORNER NW 1/4 NW 1/4 SECTION 16-35-9

5' WIDE EASEMENT LINE IN FAVOR OF INDIANA DEPARTMENT OF TRANSPORTATION FOR CURB WORK

1 STORY BRICK/FRAME RESTAURANT

TIEBEL'S RESTAURANT

PA AREA



POINT OF BEGINNING PARCEL A1

40.00'

11' SIGN EASEMENT

30' ACCESS EASEMENT

S 89°06'58" E 42'

EXIST MONITC

CENTER LI

Jul 27, 2000 - 17:09 Dwg Name: P:\wasvi2\dwg\SITEPLAN.DWG Updated By: ograyson

192.38
168.69

PARCEL D

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET; THENCE SOUTH 07 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 164.90 FEET TO THE NORTHERLY LINE OF THE U-HAUL 1st ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 88 DEGREES 58 MINUTES 35 SECONDS WEST ALONG SAID NORTHERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE 302.16 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 236.23 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.580 ACRES.

PARCEL E

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 16; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 675.57 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 86.22 FEET; THENCE SOUTH 86 DEGREES 40 MINUTES 13 SECONDS EAST, A DISTANCE OF 270.54 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 62.13 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 46.60 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 46 MINUTES 27 SECONDS EAST, A DISTANCE OF 166.20 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 00 DEGREES 52 MINUTES 06 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD, A DISTANCE OF 226.38 FEET TO A NON TANGENT CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 404.41 FEET AND A CHORD BEARING OF SOUTH 53 DEGREES 31 MINUTES 48 SECONDS WEST, N ARC DISTANCE OF 271.47 FEET TO THE EASTERLY LINE OF THE U-HAUL 1ST ADDITION SUBDIVISION A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 22, 1991 AS DOCUMENT NO. 91013084; THENCE NORTH 07 DEGREES 36 MINUTES 24 SECONDS EAST ALONG SAID EASTERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 388.78 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 1.378 ACRES.

630.62 FEET TO THE EASTERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 41, THENCE NORTH 00 DEGREES 45 MINUTES 48 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID U. S. ROUTE NO. 41, A DISTANCE OF 326.76 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

CONTAINING 6.970 ACRES.

PARCEL A

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CONTAINING 1.318 ACRES.

PARCEL B

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CONTAINING 1.942 ACRES.

PARCEL C

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CONTAINING 2.074 ACRES.



TEIBEL'S	SCHERERVILLE	SITE PLAN
PROJ. ENG. <u>L.W.</u>	DRAWN BY. <u>A.P.G.</u>	CHECKED BY. <u>T.E.H.</u>
DATE. <u>07-27-00</u>	SCALE. <u>1' = 50'</u>	
SHEET		
1 OF 1		
WASVI2 2133		

