

**RECIPROCAL EASEMENT AND CROSS-ACCESS EASEMENT AGREEMENT,
WITH COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENT AND CROSS ACCESS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS ("Agreement") is made and entered into this ^{effective} 23rd day of August, 2000, by and between 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, and TEIBELS, INC., (collectively "Teibel"), PERCH PARTNERS, L.L.C., an Indiana limited liability company ("Perch Partners") and the TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION, Inc. an Indiana not-for-profit corporation ("POA"). Teibels, Perch Partners and POA shall hereinafter sometimes collectively be referred to as the "Parties", or individually as a "Party".

RECITALS

Teibels are the owners of those certain parcels of real property situated in the Town of Schererville, County of Lake, and State of Indiana, more particularly described at Exhibit A attached hereto and incorporated herein by reference ("Parcels A and A-1").

Perch Partners is the owner of those certain parcels of real property situated in the Town of Schererville, County of Lake, and State of Indiana, more particularly described at Exhibit B attached hereto and incorporated herein by reference ("Parcels B, C, D and E" as identified on said Exhibit B).

Perch Partners intends to develop Parcel B for use by Walgreen (hereinafter defined).

Perch Partners intends to simultaneously or thereafter develop or allow or cause the development of Parcels C and D as retail/commercial sites.

The Parties intend to create a water detention and drainage facility (hereinafter defined) on Parcel E, and thereafter Perch Partners will convey all or a part of Parcel E to the POA.

The Parties hereto desire to impose and grant certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of the Parcels and the present and future owners and occupants thereof, on the terms and subject to the conditions hereinafter set forth.

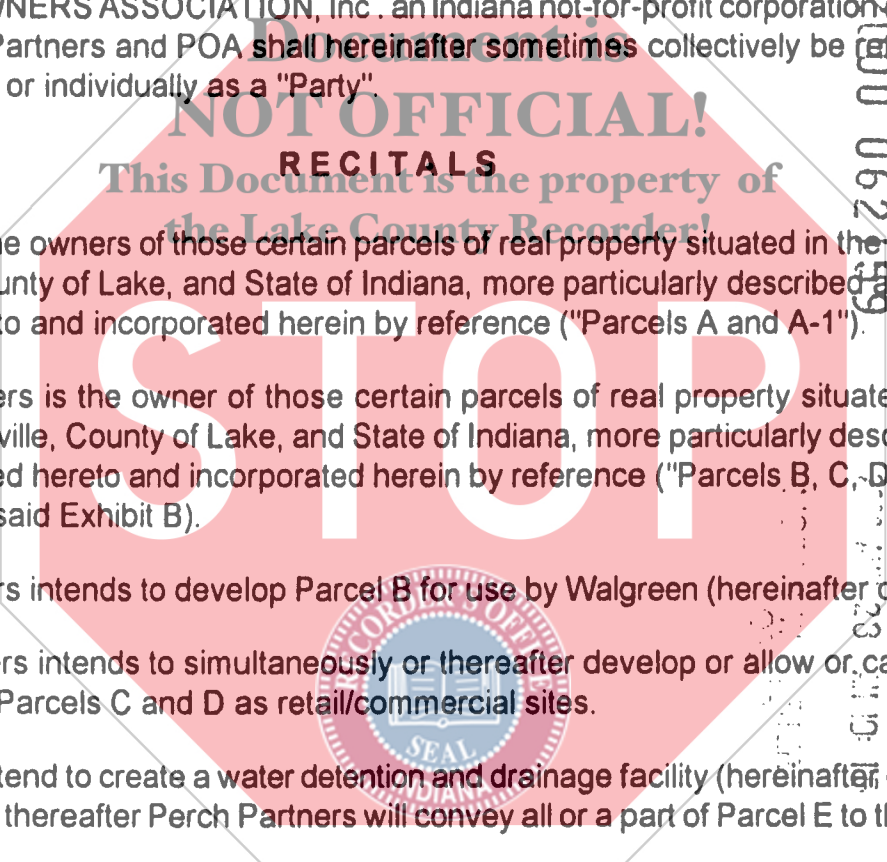
NOW, THEREFORE, in consideration of the above premises and the covenants herein contained, the Parties hereby covenant and agree with one another that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels may be maintained, kept, sold and used in full compliance with, and subject to this Agreement and, in connection therewith the Parties

AUG 28 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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Chicago Title Insurance Company
for exhibit "C" see plat bk/yr 89/18
for exhibit "D" see plat bk/yr 89/19



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hereto, on behalf of themselves and their successors and assigns, covenant and agree as follows:

AGREEMENTS

Definitions. For purposes hereof:

The term "Owner" or "Owners" shall mean Teibels (as to Parcel A and Parcel A-1), Perch Partners (as to Parcels B, C, D and E) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holders of any lien or encumbrance on such real property. At such time as a party conveys all of its right, title and interest in a Parcel, it shall no longer be considered an Owner of that Parcel for purposes of this Agreement.

The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibits A and B, that is, Parcel A, Parcel B, Parcel C, Parcel D and Parcel E, and any future subdivisions thereof, and including Parcel A-1 only as to those provisions of this Agreement which specifically reference and include Parcel A-1.

The term "Permitees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

The term "Common Area" shall mean those portions of Parcels A, B, C, D and E that are outside of the exterior walls of buildings or other structures from time-to-time located on those Parcels, and which are either unimproved, or are improved as, without limitation, parking areas, landscaped areas, water detention basin and drainage facilities, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns).

The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit C and by reference made a part hereof. Except as may be

otherwise provided in this Agreement, the Site Plan is for identification purposes only.

The term "Internal Access Roadway" shall mean that internal roadway and related improvements, paving, curbing, entrances and exits, in the location as shown on the Site Plan.

The term "Water Detention and Drainage Facilities" shall mean the storm water detention areas indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water discharge and all storage systems necessary in connection therewith.

2. Easements.

2.1. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels shall be benefited and burdened by the following non-exclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

- (a) A non-exclusive easement for access, ingress and egress over and through the Internal Access Roadways and access points located on Parcels A, A-1, B, and D as shown on the Site Plan and identified as the Internal Access Roadway including, without limitation, direct access to curb cuts onto U.S. Highway 30 and U.S. Highway 41, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Areas of the Parcels, and to and from all abutting streets and roadways furnishing access to the Parcels.
- (b) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B, Parcel C, Parcel D and E for the benefit of the Owners of those lands, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels, intended for such purposes, and to and from all abutting streets or rights-of-way furnishing access to such Parcels, including, but not limited to the Internal Access Roadway.
- (c) An easement under and across the Common Areas for the

installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time-to-time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted thereon, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable, prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel). Once the initial construction on any Parcel shall be completed, thereafter no additional utility easements affecting that Parcel shall be installed without the consent of the Owner of the affected Parcel.

- (d) An easement upon Parcel A-1 in the area shown on the Site Plan, for the construction, reconstruction, replacement, operation, maintenance and repair of a sign to be located on the sign reader board as depicted on the Sign District Plan attached hereto as Exhibit D. The easement granted herein shall further include the right of reasonable access over, under, upon and across the 40 foot by 11 foot sign easement upon Parcel A-1 as shown on the Site Plan, as well as a 12 foot work space buffer surrounding said sign easement, for the replacement, maintenance, repair and operation of the Walgreen sign located on the Teibel's reader board as depicted on the Sign District Plan ("Parcel B sign") sign and a utility line, if necessary, pursuant to the terms and conditions set forth in subparagraph (d), above, in order to provide such Parcel B sign and all panels thereon with power to illuminate same. Once constructed, the Owner of Parcel B shall thereafter maintain, operate, illuminate and repair its sign.

Subject to reimbursement for its prorata share of costs by the Parcel B Owner, the Owner of Parcel A shall be responsible for the maintenance, operation, illumination and repair of the sign structure and utility line. The owner of Parcel A-1 shall invoice the Owner of Parcel B on a monthly basis, and the Owner of Parcel B shall pay the owner of Parcel A-1 within ten (10) days of the receipt of such invoice, for a prorata share of the cost of operation and maintenance of said sign structure and utility line, including, but not limited to, the cost of electrification, insurance and all taxes applicable to the sign structure. The prorata share of such costs shall be computed based on the square footage of the face area of the sign. No signs, structures, landscaping or improvements shall be placed or maintained on Parcel A-1 that shall obstruct or impair the visibility of the Parcel B sign from U.S. Route 41. The easements and other rights granted pursuant to this subparagraph (2d) shall be a burden upon, shall run with the land and be binding upon the present Owners of Parcel A-1, and their respective heirs, successors and assigns. Anything to the contrary contained herein, notwithstanding, the easement granted pursuant to this subparagraph (d) shall automatically expire and be of no further force and effect immediately in the event that Parcel B is ever used for any of the "Noxious Uses" (as defined in paragraph 5.3, below).

2.2. Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents or others acting on behalf of such Owner.

2.3. Access Openings. The openings and access points contemplated between the Parcels for use of the Internal Access Roadway, are shown on the Site Plan, and such openings and access points between the Parcels for use of the Internal Access Roadway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings", which shall not be less than 27 feet in width. Once the Internal Access Roadway has been constructed, without the prior written consent of all Owners, the Access Openings shall not be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be

maintained between the Access Openings a smooth and level grade transition to allow the use of the Internal Access Roadway for pedestrian and vehicular access, ingress and egress as set forth in paragraph 2.1(a) above. Except with respect to the Access Openings, each Owner shall be permitted to maintain fencing, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4. Reasonable Use of Easements.

- (a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
- (b) Once the Water Detention and Drainage Facilities and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 2.1(d) hereof, no permanent building, structure, tree or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in Common Areas of shopping centers) shall be placed over or permitted to encroach upon such Water Detention and Drainage Facilities or utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as the Water Detention and Drainage Facilities or utility services, as applicable to the other Owner's Parcel(s) are not unreasonably interrupted and the remaining provisions of this paragraph 2.4. are complied with. No such relocation of the Water Detention and Drainage Facilities shall be performed without the consent of the POA.
- (c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on

such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress and egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, except as otherwise provided herein, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, except as otherwise provided herein, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, the POA and its contractors and agents shall in no event be bound by the provisions of this paragraph 2.4(c) to the extent they conflict with the provisions of that certain Property Owners Agreement and Declaration of Easements and Restrictions dated _____, 2000, a copy of which is attached hereto as Exhibit E; and the provisions of this paragraph 2.4(c) shall not apply to the Internal Access Roadway which shall be governed by paragraph 3.3, below. Further, in no event shall any work described in this paragraph be undertaken, except for normal minor repairs in the ordinary course which do not interfere with the business of the Owner of a Parcel and its Permittees, which is not of an emergency nature during the months of November or December, unless the Owner of the affected Parcel shall consent thereto.

3. Maintenance.

- 3.1 General.** Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.
- 3.2 Buildings and Appurtenances Thereto.** Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time-to-time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage

to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed buildings then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this subparagraph 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or written agreement between an Owner and such Owner's Permittee. All buildings on each Parcel shall not exceed a maximum height of thirty (30) feet from grade level on the Parcel. Each parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on other Owner's Parcels, such that each Parcel shall be self-sufficient for vehicular parking.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Areas located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Areas shall include, without limitation, maintaining and repairing and maintaining all sidewalks and the surface of the parking roadway areas, removing all snow and ice, all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in a good condition and repair, and performing any and all such other duties as are necessary to maintain the Common Areas in a clean, safe and orderly condition. Notwithstanding the foregoing, the maintenance of the detention basin located on Parcel E and maintenance of the Internal Access Roadway on Parcels A, A-1, B- and D shall be the sole and exclusive responsibility of the POA in accordance with the terms and conditions of the Property Owners Agreement and Declaration of Easements and Restrictions. The POA shall invoice each Parcel Owner separately for its prorata share of the maintenance and repair costs related to the detention basin located on Parcel E, the Internal Access Roadway and snow removal from the Internal Access Roadway, in accordance with the terms of the Property Owners Agreement and Declaration of Easements and

Restrictions. Except as otherwise expressly provided in this Agreement, once constructed in the event of any damage to or destruction of all or any portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1 shall not be closed or materially impaired; (ii) the Internal Access Roadway, Access Openings and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; (iii) the same shall not violate any of the provisions and easements granted in paragraph 2; (iv) the same shall not violate any of the provisions of the Property Owners Agreement and Declaration of Easements and Restrictions; and (v) the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain, or cause to be constructed, operated and maintained in good order, condition and repair, at its sole expense, any utility or other installation serving the Parcel of such Owner and from time-to-time existing on the Parcel of another Owner pursuant to an easement described herein.

Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on each Parcel shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. Notwithstanding anything to the contrary contained herein, Perch Partners may, prior to conveyance of Parcel E to the POA, in its sole discretion, alter the size and share of Parcels C, D and/or E, and the configuration of the detention basin located on Parcel E as established in the Site Plan and the Property Owners Agreement and Declaration of Easements and Restrictions, so long as 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.

Restrictions.

5.1 Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels A and/or

A-1 shall be used, directly or indirectly for the operation of a drug store or so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs for a fee or remuneration of any kind.

5.2 Parcel B Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel B shall be used, directly or indirectly for the operation of a so-called sit-down restaurant with a liquor license.

5.3 Restrictions Applicable to Parcels C, D and E. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels C, D or E shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility (except for a children's play or party facility as may be developed and used in conjunction with a quick service restaurant), adult bookstore, adult theater, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, close out or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles (except for the storage of automobiles or other vehicles as to Parcel D, as to which such use is hereby permitted), any industrial use, a car wash, an assembly hall, off-track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on the Parcel of hazardous materials or underground storage tanks, any office use (except incidental to a retail use), a sit-down restaurant with a liquor license or any use which creates a nuisance. (For purposes of this Agreement all of the foregoing shall be referred to as "Noxious Uses"). Additionally, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels C, D or E shall be used directly or indirectly, for one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medicinal diagnostic lab or the provision of treatment services; (iii) the sale of so-called health or beauty aids or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photo finishing or photographic film are offered for sale (provided that the sale of film shall not be

prohibited by this subparagraph [v] so long as the area devoted to the sale of film shall not exceed ten percent (10%) of the sales area or 100 square feet, whichever is less); (vi) the operation of a business in which greeting cards or gifts wrap are offered for sale (provided that the sale of greeting cards and gift wrap shall not be prohibited by this subparagraph [vi] so long as the area devoted to the sale of greeting cards and/or gift wrap shall not exceed ten percent (10%) of the sales area or 100 square feet, whichever is less); and (vii) the operation of a business in which food items for off premises consumption are offered for sale (provided that the sale of food items prepared on the premises for off premises consumption by a "quick service" restaurant [e.g., McDonalds, Burger King, Kentucky Fried Chicken, Taco Bell, Subway, and the like] or an "accommodation" food user [e.g., Starbucks, Cinnabons, Dunkin Doughnuts, Mrs. Fields, a yogurt shop, and the like] shall not be prohibited by this subparagraph.

5.4 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.5 Drive-Throughs. No facility on Parcels A, B, C, D or E for vehicular drive-up or drive-through in which stopping or standing of motor vehicles in line at a location for drop-off and/or pick-up is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facilities, stop or stand onto another Parcel or the Internal Access Roadway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the other Parcels and the Internal Access Roadway. Nothing contained herein shall be deemed to affect the drive-throughs servicing the building to be constructed on Parcel B by the Owner thereof as shown on the Site Plan, which is hereby expressly approved. The restriction contained in this paragraph 5.5 shall be deemed to apply to Parcel B from and after the time that the building to be constructed on Parcel B is materially reconfigured from that shown on the Site Plan.

Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with a single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000) including umbrella coverage, if any, and naming the other Owners

(provided the Owner obtaining such insurance has been supplied with the name of such other Owners in the event of a change thereof) as additional insureds. Walgreen, as the Parcel B Owner, and any other Owner that demonstrates to the satisfaction of the POA that it has a net worth of at least one hundred million dollars (\$100,000,000) may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance. Any predecessor or successor owner of Parcel B shall be subject to same requirements of the Parcel A, C, D and E Owners.

Taxes and Assessments. Each Owner shall pay all taxes, assessments or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcels A, A-1, B, C, D or E. No easements, except (i) those expressly set forth in paragraph 2, (ii) an easement over Parcels A, A-1, B, C, D and E so as to enable the construction and use of the Internal Access Roadway and other improvements required for the initial development by the Owner of Parcel B, and/or (iii) as set forth in the Property Owners Agreement and Declaration of Easements and Restrictions, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of the defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice by an Owner (unless, with respect to any such breach the nature of which cannot be reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable cost thereof together with interest at the prime rate charged from time-to-time by First Chicago NBD (successors and assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii)

blockage or material impairment of the easements rights, and/or (iii) the unauthorized parking of vehicles on any Parcel, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorney's fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Indiana; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Lake County, Indiana prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of such notice of Assessment Lien. All liens recorded subsequent to the recordation of the notice of Assessment Lien described herein, shall be junior and subordinate to the Assessment Lien. Upon the timely curing of the defaulting Owner of any default for which a notice of Assessment Lien was recorded, the party recording same shall record an appropriate release of such notice of Assessment Lien and the Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage, deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2, 3 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the

non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2, 3 and/or 5 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of the provisions of paragraphs 2, 3 and/or 5 of this Agreement.

Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of the Lake County Recorder, and shall remain in full force and effect thereafter until December 31, 2025, at which time said agreements and declarations shall be automatically extended for successive periods of ten (10) years unless this Agreement is modified, amended, canceled or terminated by the written consent of all the then-Owners of the Parcels, in accordance with paragraph 11.2 hereof.

Miscellaneous.

- 11.1 Attorney's Fees.** In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after final adjudication shall be entitled to recover its costs and reasonable attorney's fees incurred in preparation, prosecution or defense of such action or proceeding.
- 11.2 Amendment.** The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcels A, A-1 (as to the provisions which apply to that Parcel), B, C, D and E, evidenced by a document that has been fully executed and acknowledge by all such record Owners and recorded in the official records of the County Recorder of Lake County, Indiana.
- 11.3 Consents.** Whenever in this Agreement consent or approval of the Owner of any Parcel is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof that requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by any Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

11.6 Covenants to Run with the Land. It is intended that each of easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs and personal representatives.

11.7 Grantee Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed or other instrument conveying title thereto or any interest therein, or the execution of a contract for the purchase thereof, whether from an original Party or from a subsequent Owner of such Parcel, shall accept such deed, instrument or contract upon, and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself, and its successors, assigns, heirs and personal representatives, covenant, consent and agree to and with other Parties to keep, preserve, comply with and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Severability. Each provision of this Agreement and the application thereof to each Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement shall be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one Parcel by the same person or entity shall not terminate this Agreement, nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement and the Exhibits attached hereto contain the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superceded hereby.

11.11 Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company or personal delivery service. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time-to-time their respective address for notice hereunder by like notice to the other Parties. The notice addresses of the Parcel Owners are as follows:

Parcels A and A-1 Owners:

Lake County Trust Company, as Trustee
under Trust Agreement dated the 11th
day of September 1968, known as Trust
No. 1435

2200 NORTH Main ST.
CROWN POINT, IN
46307

and
Teibel's Inc.

1775 Route 411
Sch. IN
46375

Parcels B, C, D and E Owner:

Perch Partners
c/o Whiteco Industries, Inc.
1000 East 80th Place, Suite 700 North
Merrillville, IN 46410

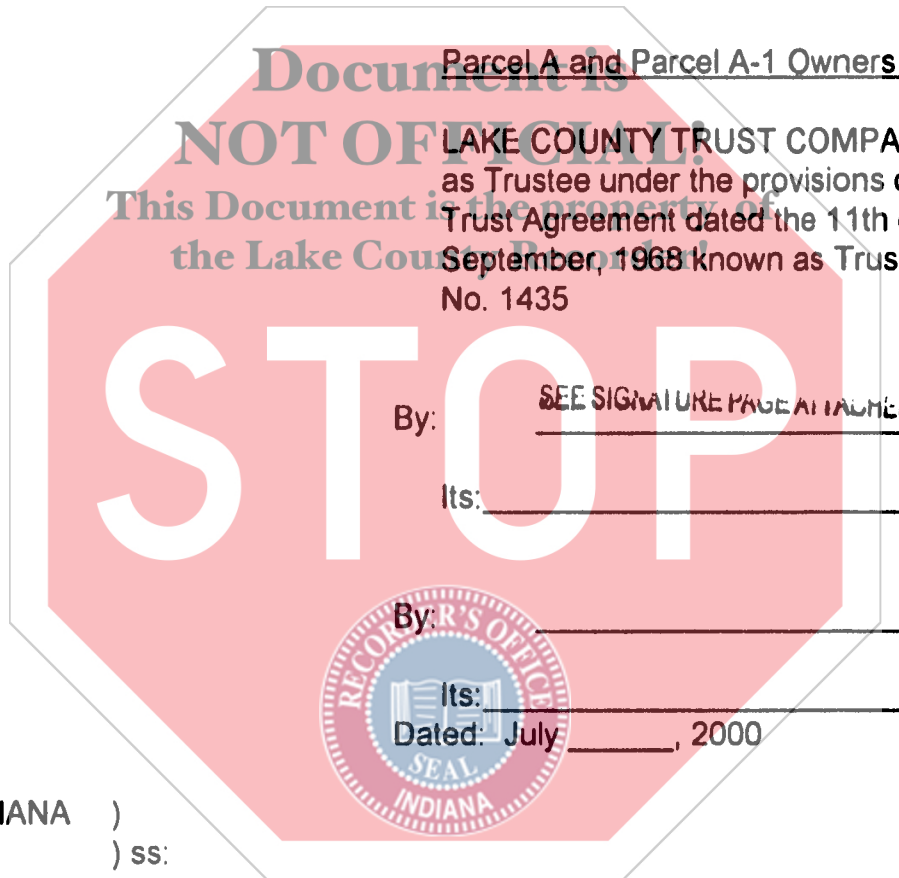
11.12 Governing Law. The laws of the state in which the Parcels are located shall govern the interpretation, validity, performance and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within twenty (20) days of the receipt of a written request from any other Owner, shall from time-to-time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any Party to this Agreement is in default or violation of this Agreement and, if so, identifying such default or violation; and (b) that this

Agreement is in full force and effect and identifying any amendments to the Agreement as to the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the Parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.



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.

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.

NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

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

, Notary Public

My Commission Expires: _____

County of Residence: _____

TEIBEL'S INC.

By: Harold Teibel
Harold Teibel
Its: President

By: Robert S. Teibel, Jr.
Robert S. Teibel, Jr.
Its: Secretary

Dated: July 18, 2000
August

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared TEIBEL'S 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, 2000.

Ronald W. Bortu

, Notary Public

My Commission Expires: 11-12-00

County of Residence: Lake

Parcels B, C and D Owner

PERCH PARTNERS, L.L.C.

By: Whiteco Industries, Inc.

Its: Managing Member

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 A1

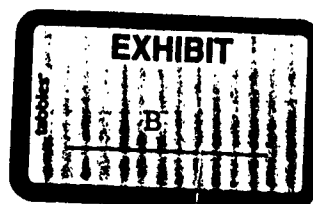
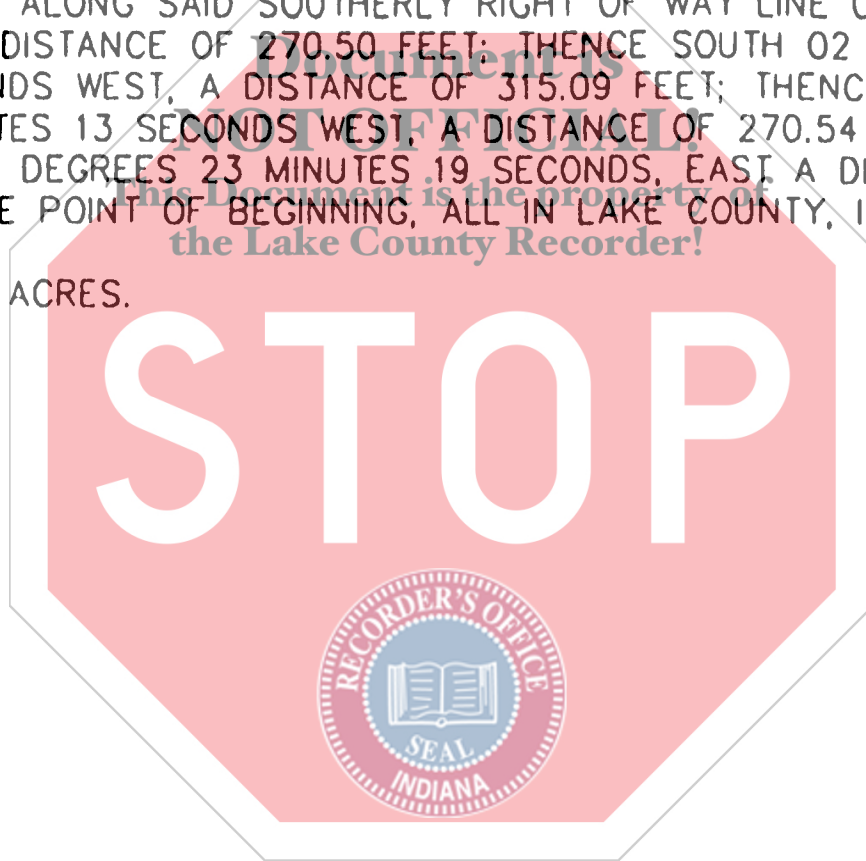
THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 25.58 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND ALSO AT THE INTERSECTION OF THE SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER WITH 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 U. S. ROUTE 41, A DISTANCE OF 185.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE NORTH 53 DEGREES 25 MINUTES 01 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 84.25 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 161.18 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 03 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 157.08 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 225.78 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 45.79 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 79.20 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 60.02 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; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 213.26 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 89 DEGREES 09 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 630.82 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 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.

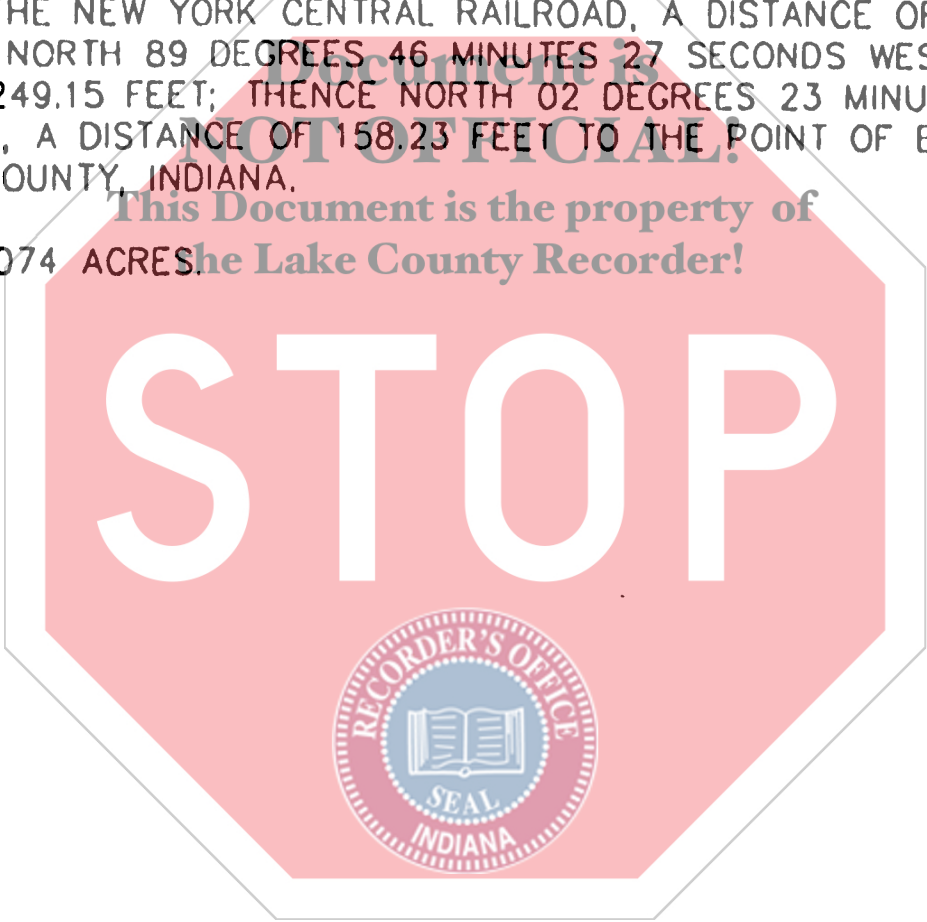
CONTAINING 1.942 ACRES.



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.



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.

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

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

Ronald W. Bortz
, Notary Public

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



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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 ^{August} day of ~~July~~, 2000.

Sharon Mustafa
Sharon Mustafa, Notary Public

My Commission Expires: 10-18-07
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

630.82 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

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

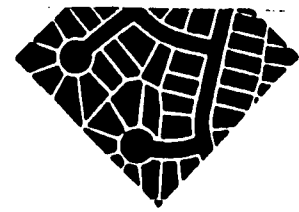
THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 675.57 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 02 DEGREES 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.



TEIBEL'S

SCHERERVILLE

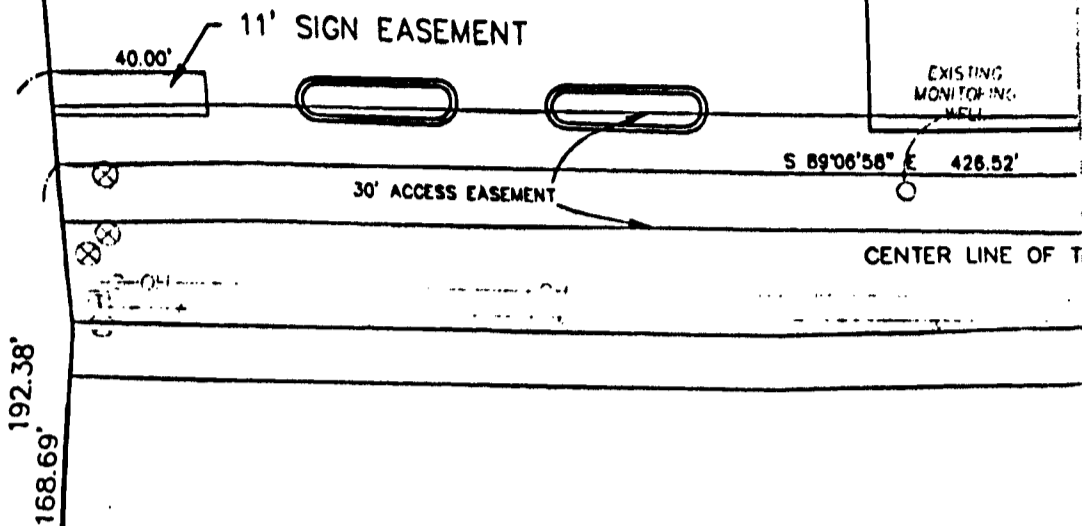
SITE PLAN



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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STOP

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

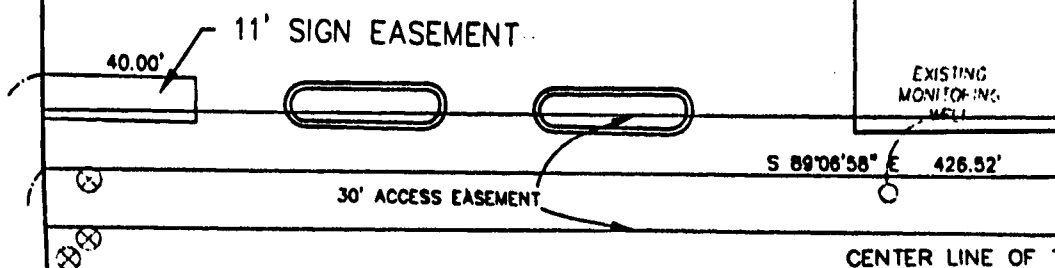
TIEBEL'S RESTAURANT



PARC AREA =

SOUTH LINE N

POINT OF BEGINNING PARCEL A1



EX. P. W.M.

PARCEL A1
6.970 Ac

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

10' SANITARY SEWER EASEMENT TO THE TOWN OF SCHERERVILLE

PARCEL A
AREA = 1.318 Ac

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

CONSTRUCT CURB
DO NOT PAVE APRON

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

37.50' ACCESS
EASEMENT

B6.12 BARRIER
CURB AND GUTTER

Walgreens
15,120 s.f.

PARCEL B
AREA = 1.942 Ac

PARCEL C
AREA = 2.074 Ac

POINT OF BEGINNING
PARCEL C

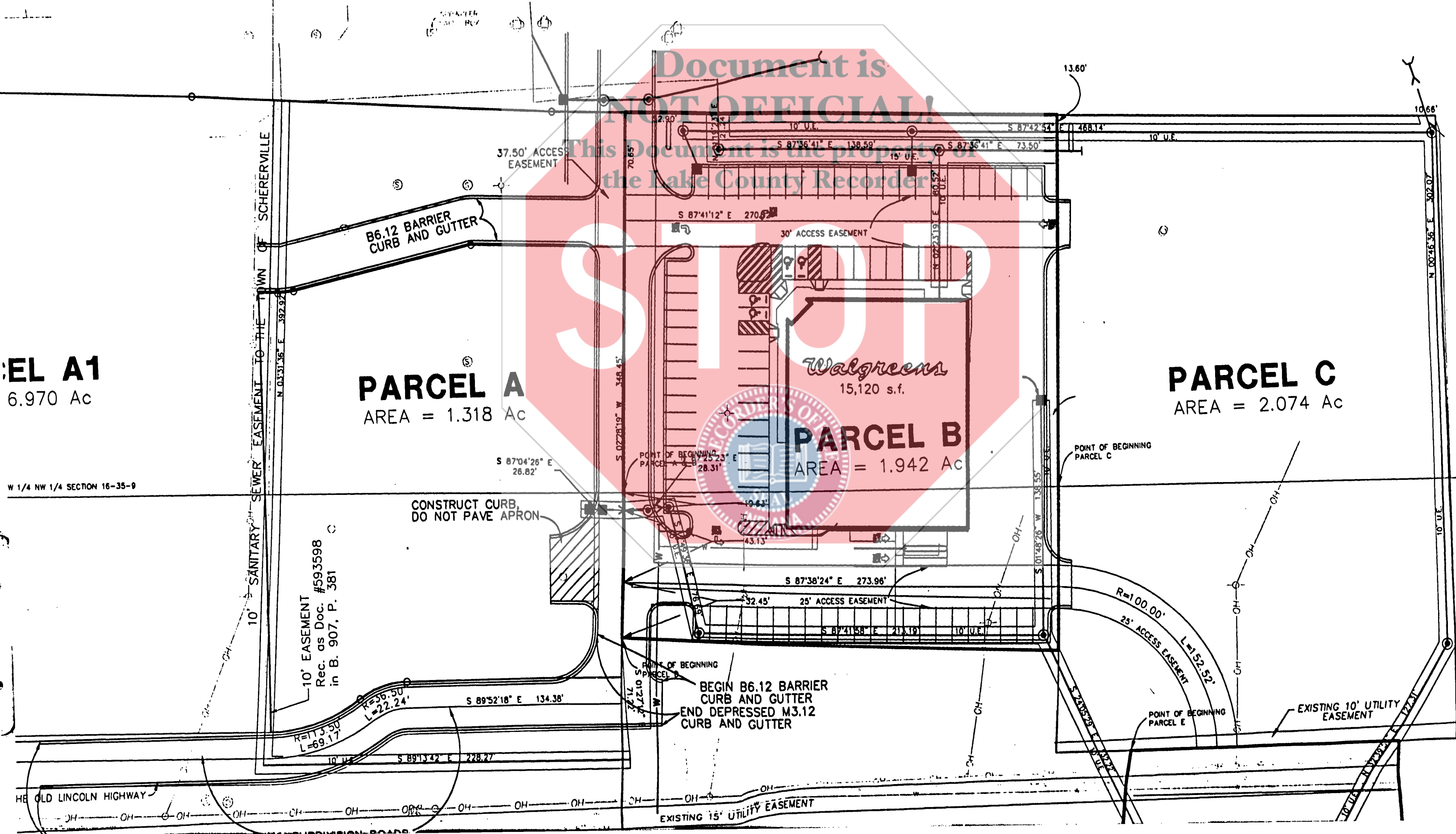
POINT OF BEGINNING
PARCEL E

EXISTING 10' UTILITY
EASEMENT

EXISTING 15' UTILITY EASEMENT

THE OLD LINCOLN HIGHWAY

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EL A1
6.970 Ac

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

10' SANITARY SEWER EASEMENT TO THE WNW OF SCHERERVILLE

PARCEL A
AREA = 1.318 Ac

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

CONSTRUCT CURB,
DO NOT PAVE APRON

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

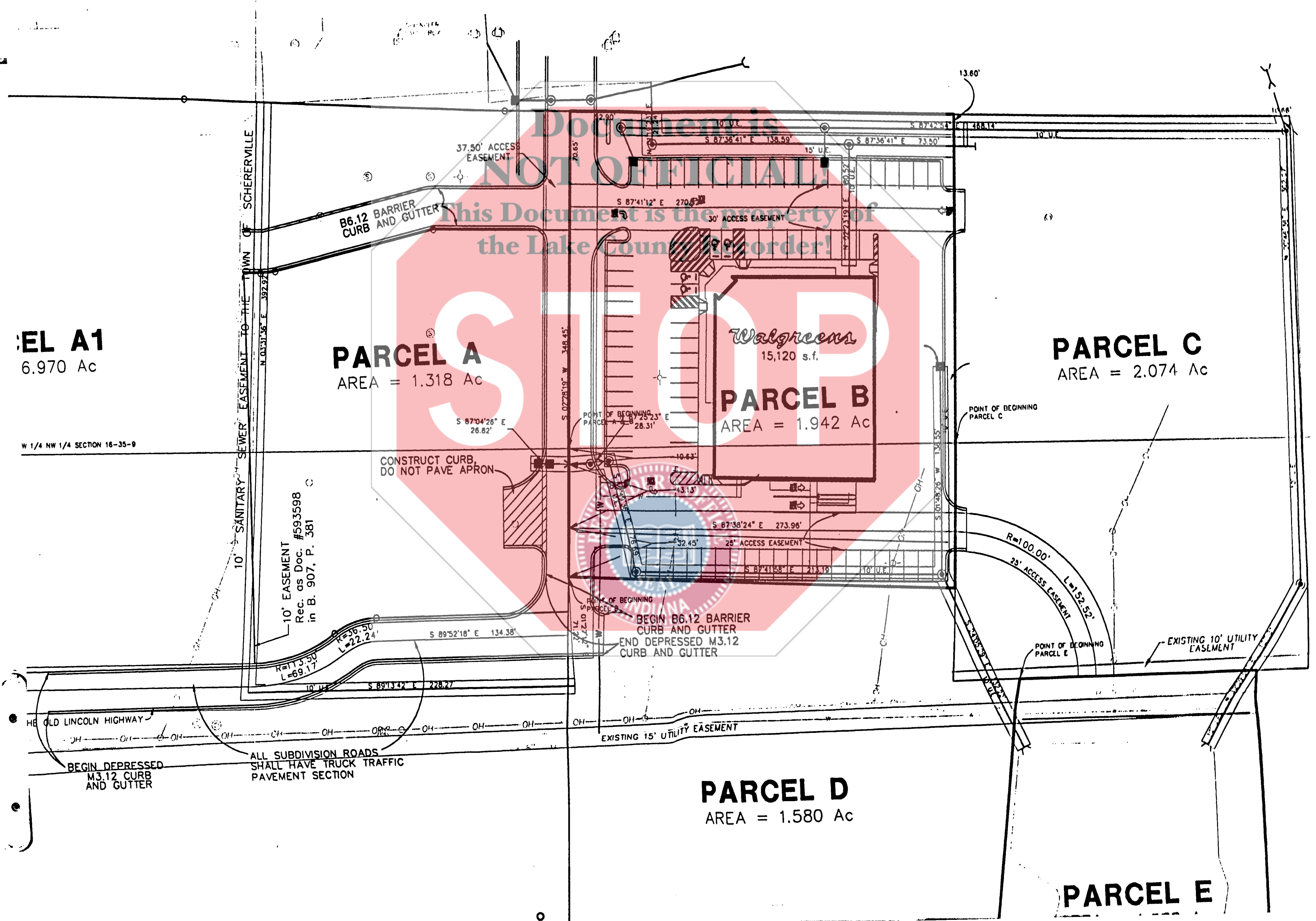
PARCEL D
AREA = 1.580 Ac

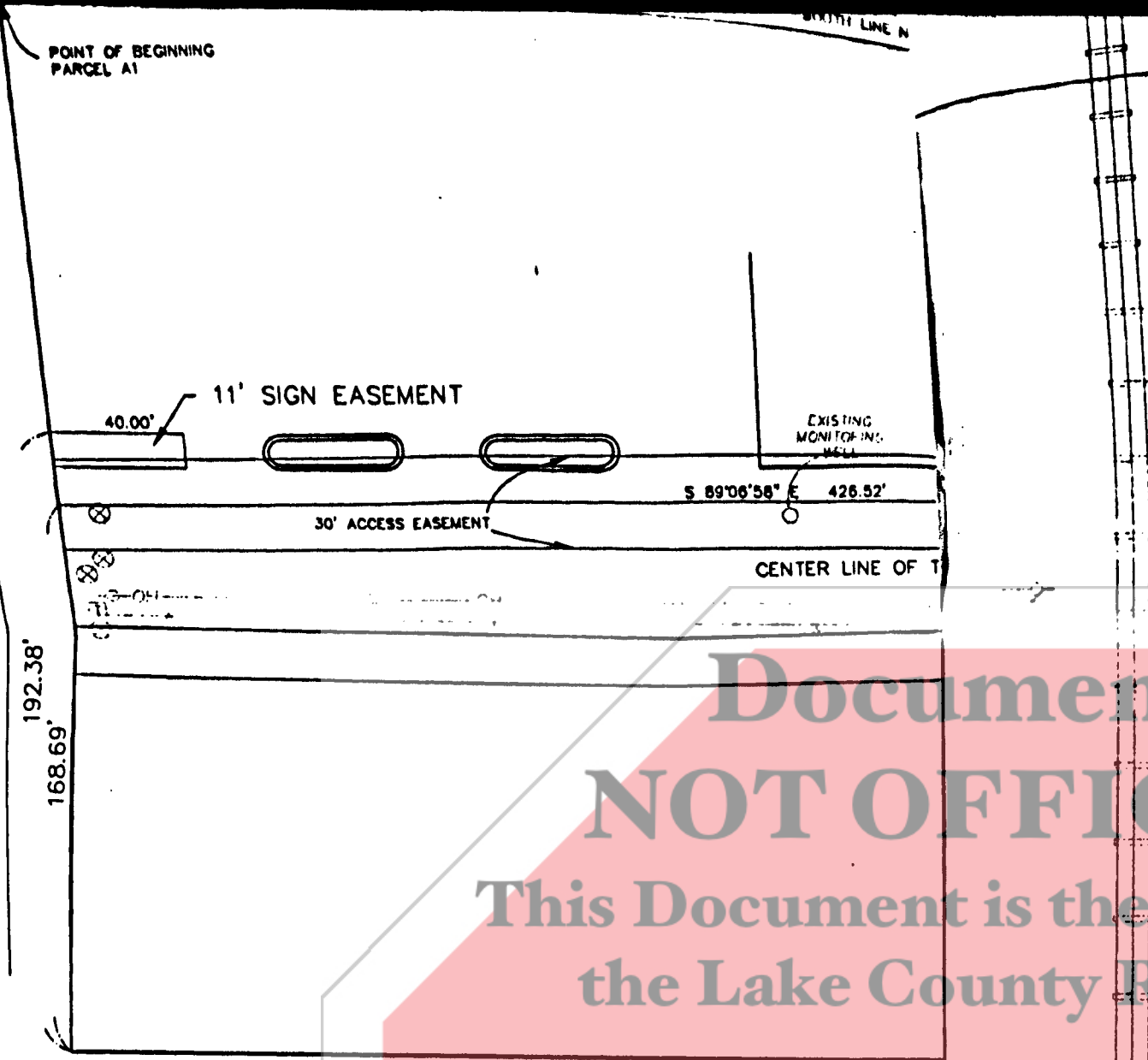
Walgreens
15,120 s.f.
PARCEL B
AREA = 1.942 Ac

PARCEL C
AREA = 2.074 Ac

PARCEL E

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SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 157.08 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 225.78 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 45.79 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 79.20 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 60.02 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; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 213.26 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 89 DEGREES 09 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 630.82 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

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 60.02 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; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 213.26 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

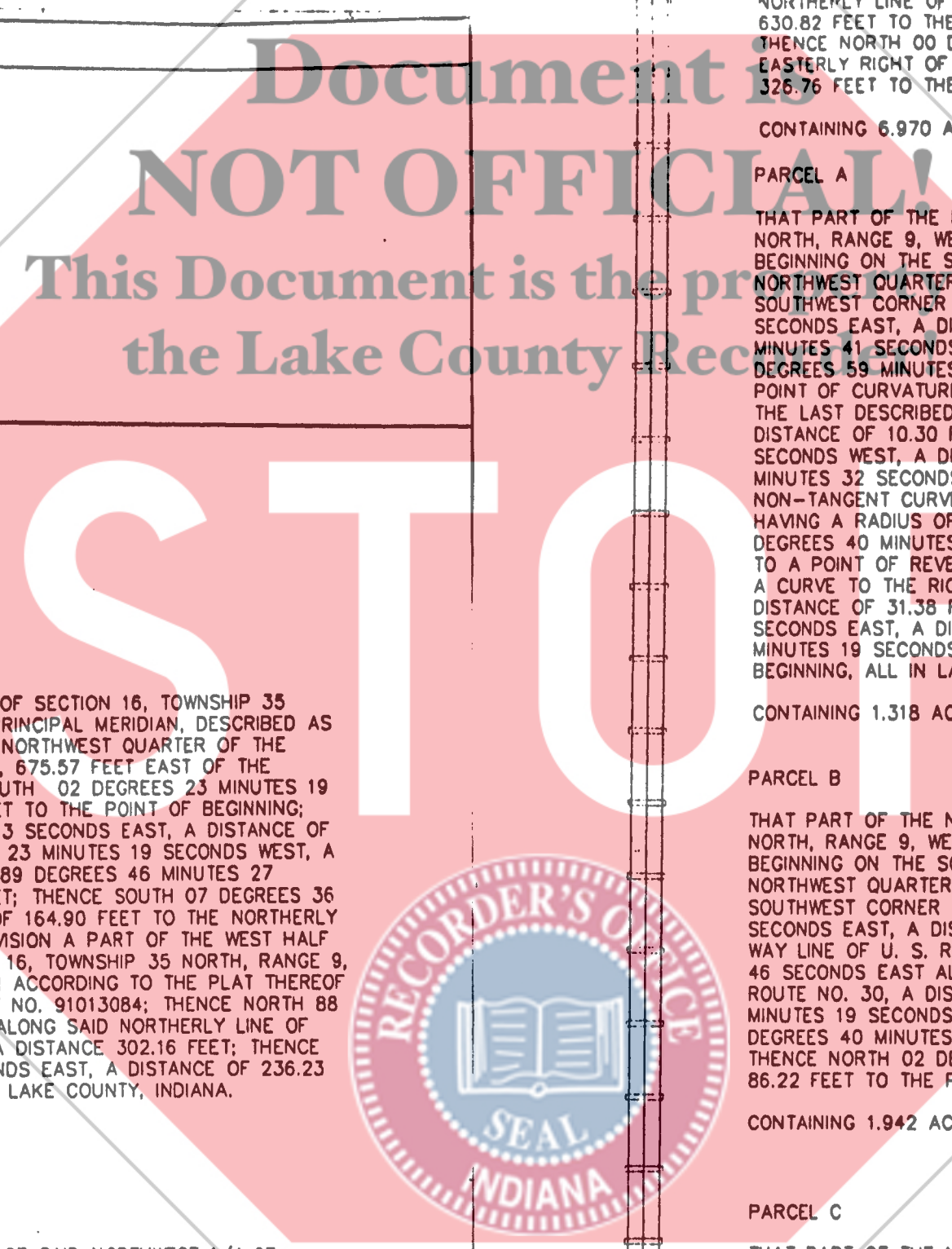
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CONTAINING 1.580 ACRES.

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, AN 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.



MANHARD CO
ENGINEERS • SURVEYORS
 3050 Finley Road Suite 302 Dc
 tel: 630/515-8500 fax: 630/515-8500

TEIBEL'S SCHERERVILLE SITE PLAN

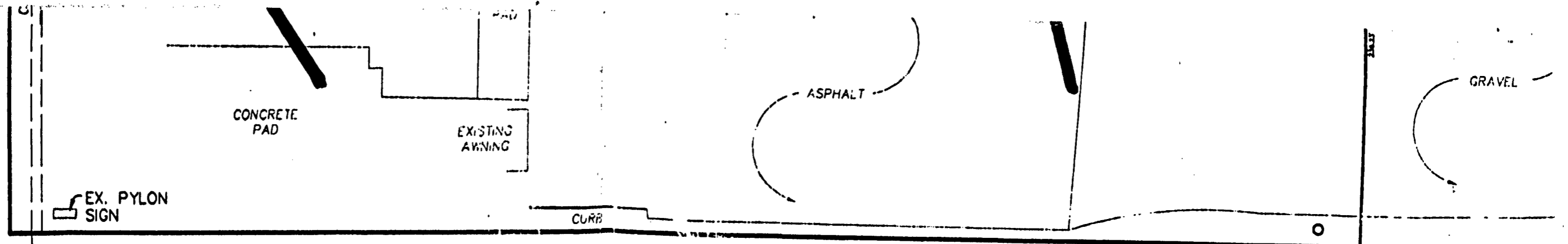
PROJ. ENG. L.W.
 DRAWN BY A.P.G.
 CHECKED BY T.E.H.
 DATE 07-27-00
 SCALE 1" = 50'

SHEET 1 OF 1

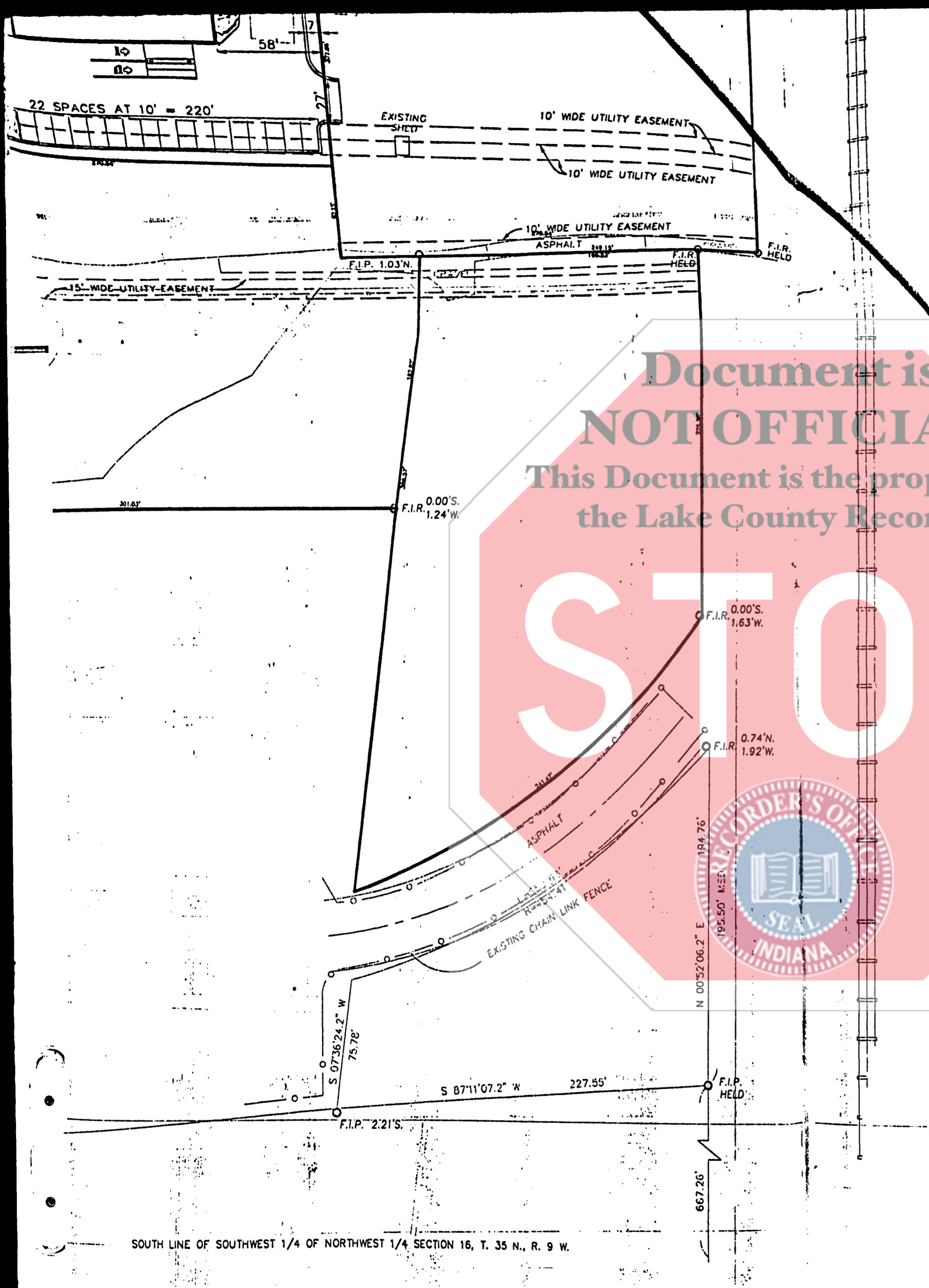
WASV12 2133

Jul 27, 2000 - 17:09 Dwg Name: P:\wasv2\dwg\SITEPLAN.DWG Updated By: agrayson

Mar 27, 2000 - 11:54 Dwg Name: \\wcl_dg\data\PROJECTS\wsv2\dwg\SITE-DIM.dwg Updated By: jhormish



EXISTING CHAIN LINK FENCE



VALVE BOX	754.00
GAS VALVE	754.00
POWER POLE	754.00
STREET LIGHT	754.00
SIGN	754.00
CURB AND GUTTER	754.00
REVERSE CURB AND GUTTER	754.00
DEPRESSED CURB AND GUTTER	754.00
TOP OF CURB ELEVATION	754.0 T/C
TOP OF WALK ELEVATION	754.0 T/W
TOP OF WALL ELEVATION	754.0 T/WALL
PAVEMENT ELEVATION	754.0 P
GROUND ELEVATION	754.0 G
RIM ELEVATION	754.00
INVERT ELEVATION	754.00
1 FOOT CONTOURS	754
OVERLAND FLOW	
SWALE	
RELIEF SWALE	
SIDEWALK	
PROPERTY LINE	

- NOTES:
1. ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OF BUILDING FOUNDATION UNLESS NOTED OTHERWISE. ALL PROPOSED CURB AND GUTTER SHALL BE B6.12. UNLESS OTHERWISE NOTED.
 2. ALL RADII ARE MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
 3. ALL RADII SHALL BE 3'0" MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
 4. ALL RADII DIMENSIONS AND LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION STAKING.
 5. EXISTING TOPOGRAPHY PROVIDED BY KRULL & SON INC. CONTRACTOR TO FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
 6. CONTACT JOINT UTILITY COMPANY 1(800)382-5544 PRIOR TO DIGGING TO LOCATE ALL UTILITIES IN THE RIGHT OF WAY.
 7. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER OR WATERMAIN LOCATIONS, SIZES, CONDITIONS AND ELEVATIONS AT PROPOSED POINTS OF CONNECTION PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
 8. ALL PAVEMENT MARKINGS SHALL BE PAINTED 4" YELLOW TWO COATS, EXCEPT HANDICAP SYMBOLS. SEE SHEET 3 FOR HANDICAPPED SYMBOL PAINTING.
 9. EXISTING ACCESS LOCATIONS TO BE UTILIZED AND MAINTAINED.

MANHARD CO
ENGINEERS • SURVEYORS
 3050 Finley Road Suite 302 Do
 tel: 630/515-8500 fax: 630/515-8500

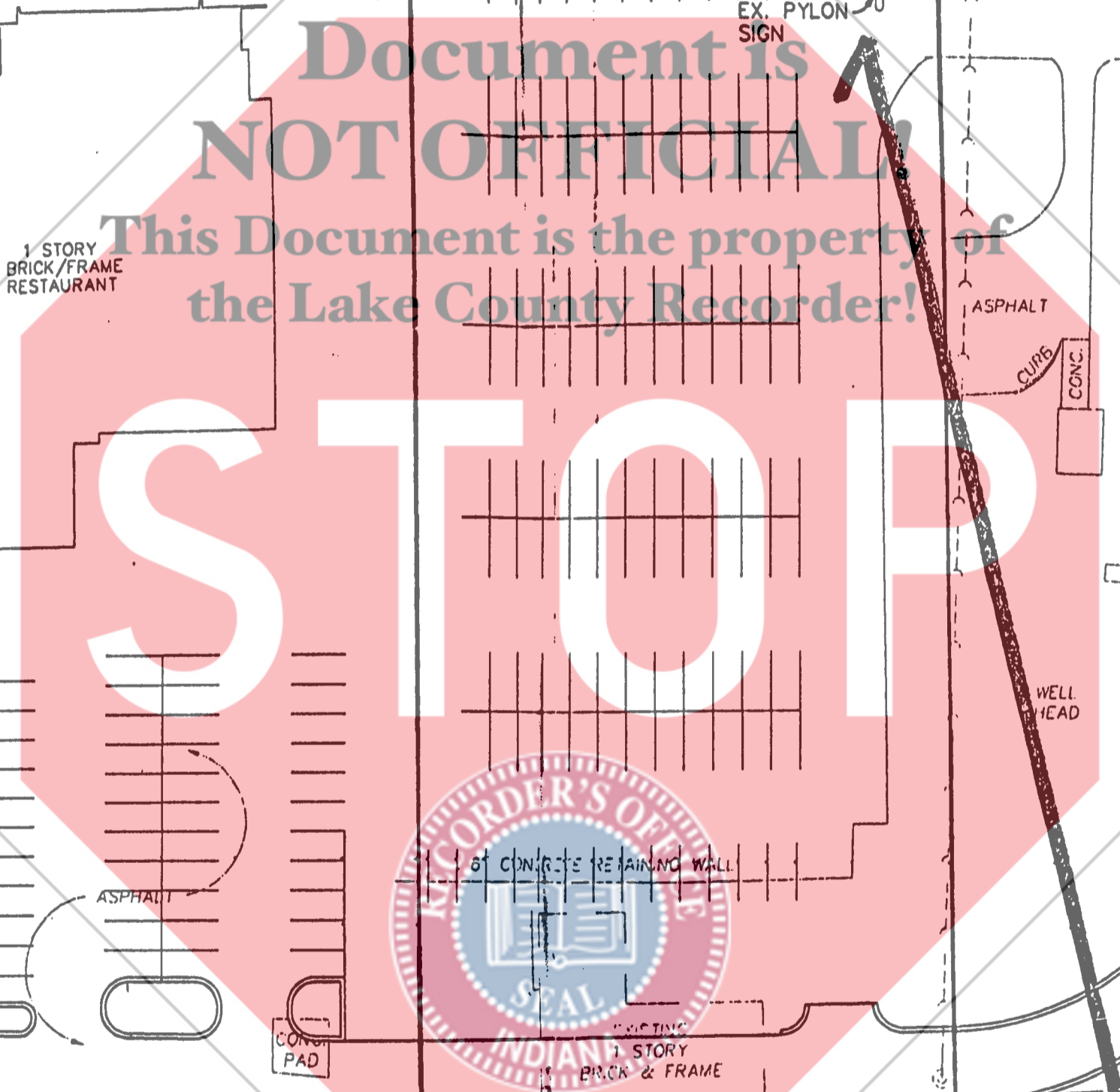
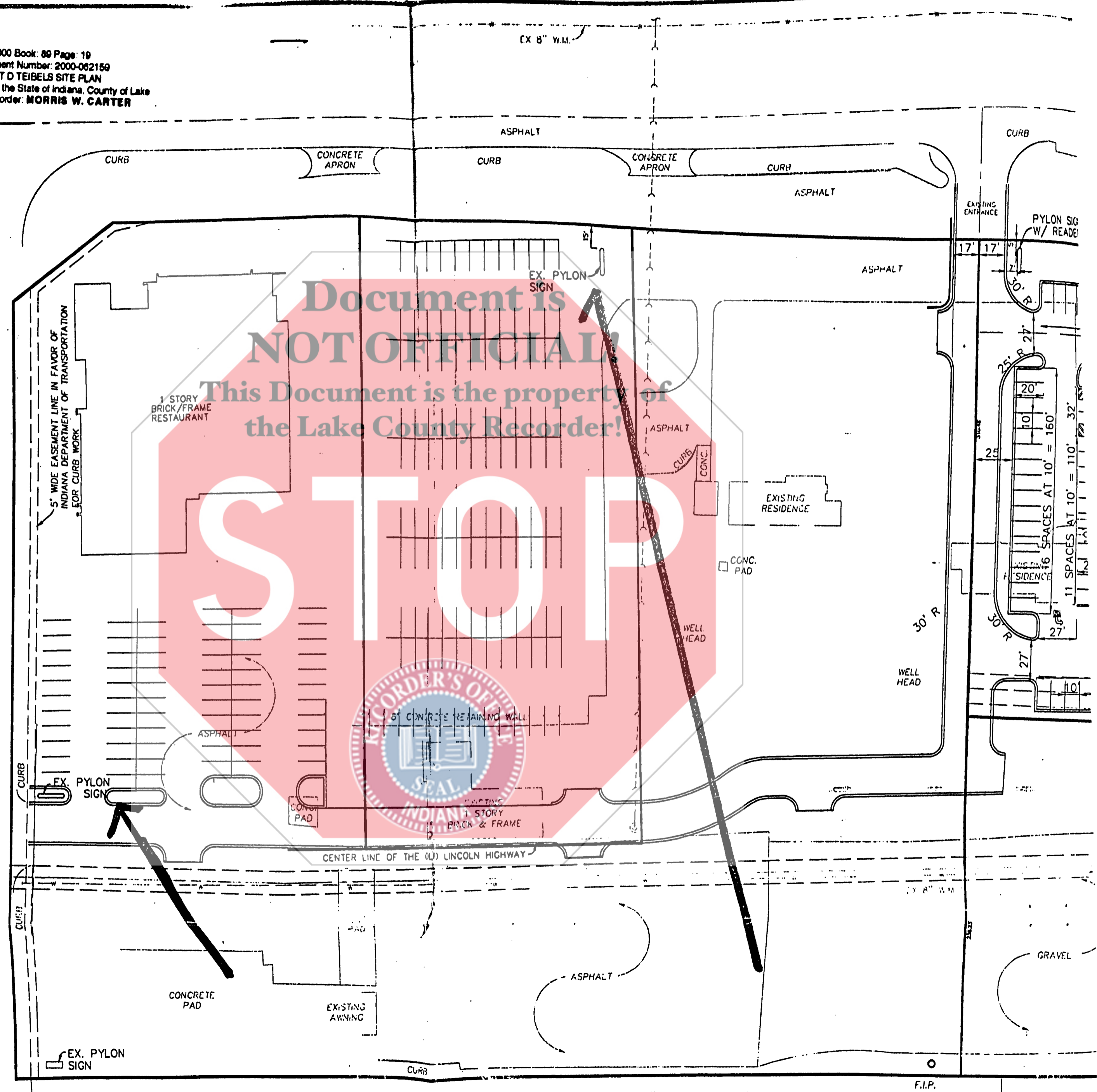


WALGREENS
SCHERERVILLE
SITE DIMENSIONAL PLAN

PROJ. ENG.	L.W.
DRAWN BY	J.D.H.
CHECKED BY	
DATE	
SCALE	1"=50'
SHEET	
2 OF 6	
WASV12	2133

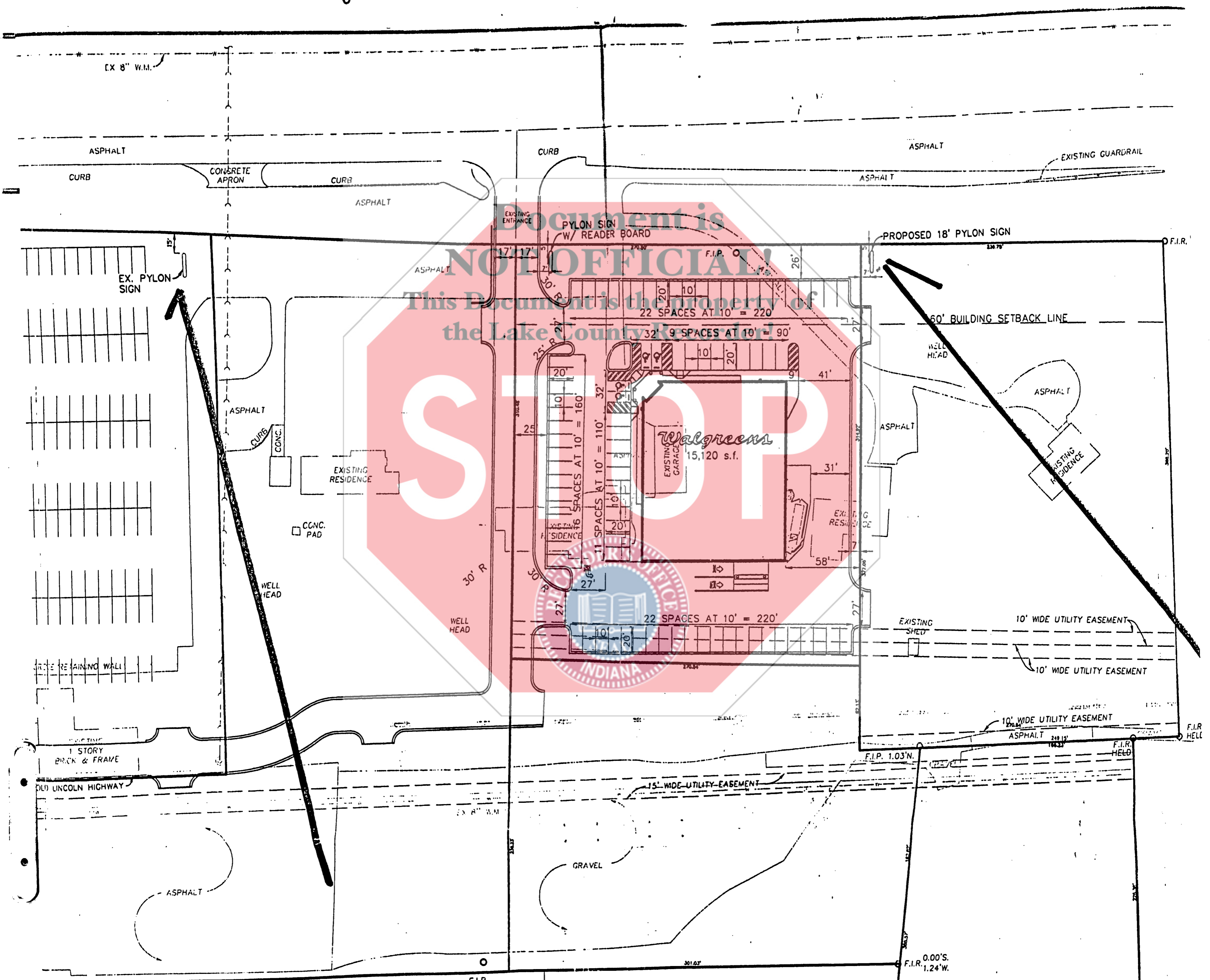
SOUTH LINE OF SOUTHWEST 1/4 OF NORTHWEST 1/4 SECTION 16, T. 35 N., R. 9 W.

5/26/2000 Book: 89 Page: 19
Instrument Number: 2000-062159
EXHIBIT D TEIBELS SITE PLAN
Filed in the State of Indiana, County of Lake
By Recorder: MORRIS W. CARTER



F.I.P.

LINK FENCE



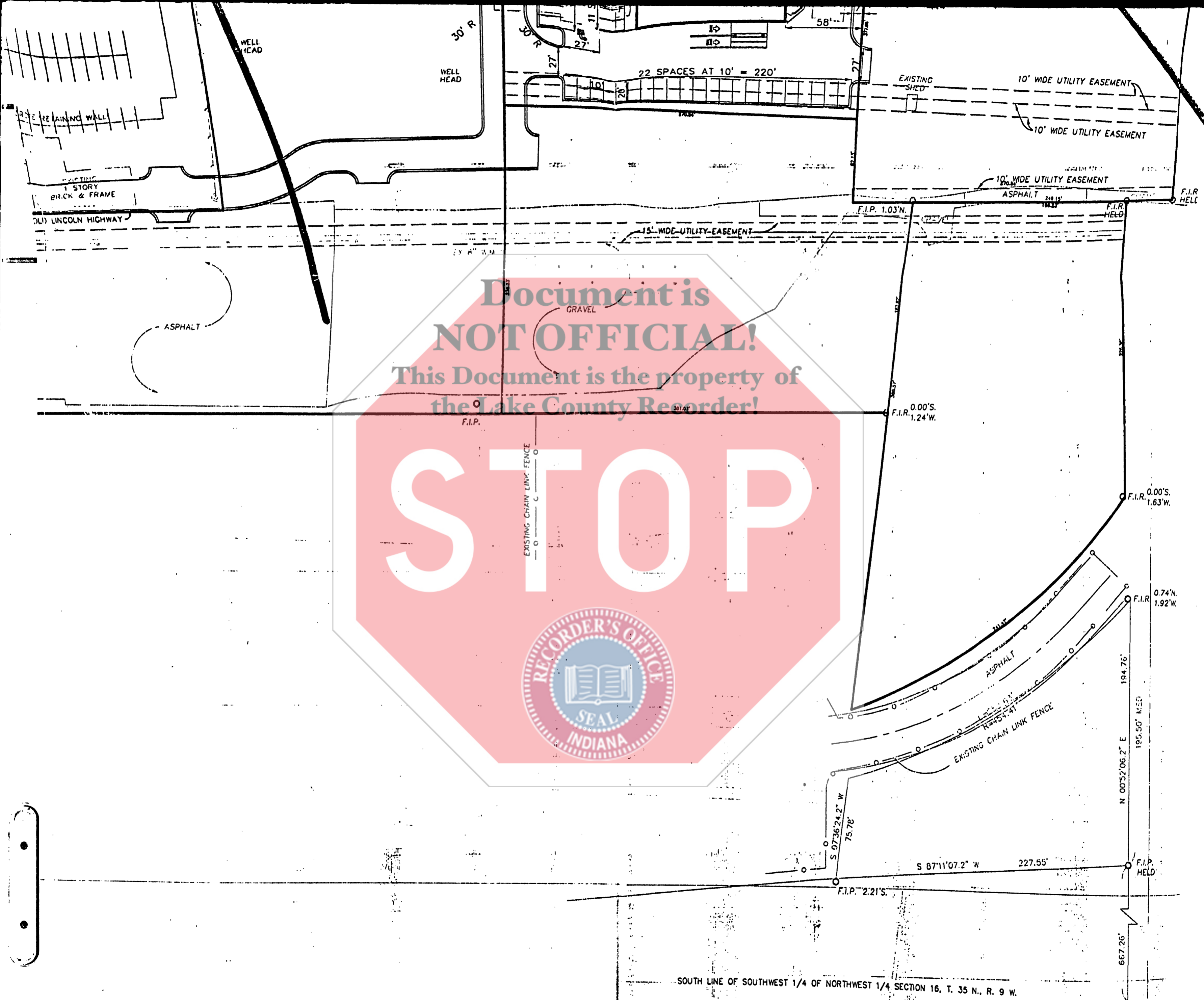
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INDIANA

F.I.P.

F.I.R. 0.00'S.
1.24'W.



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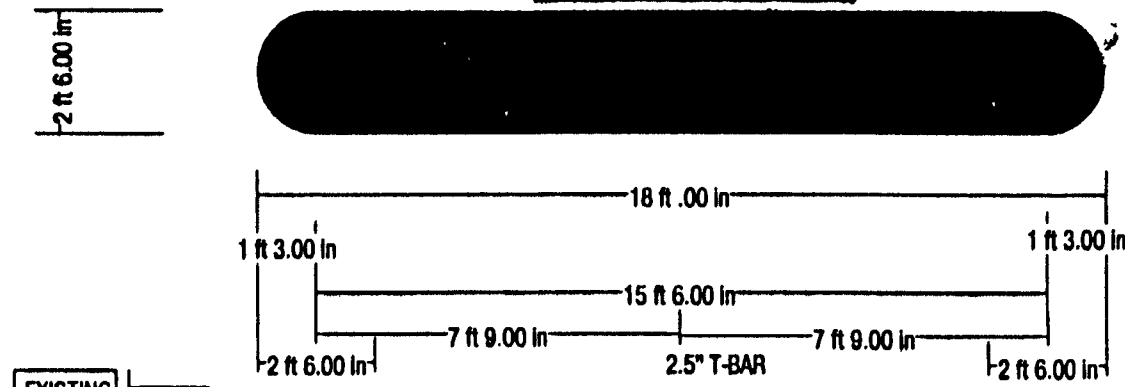
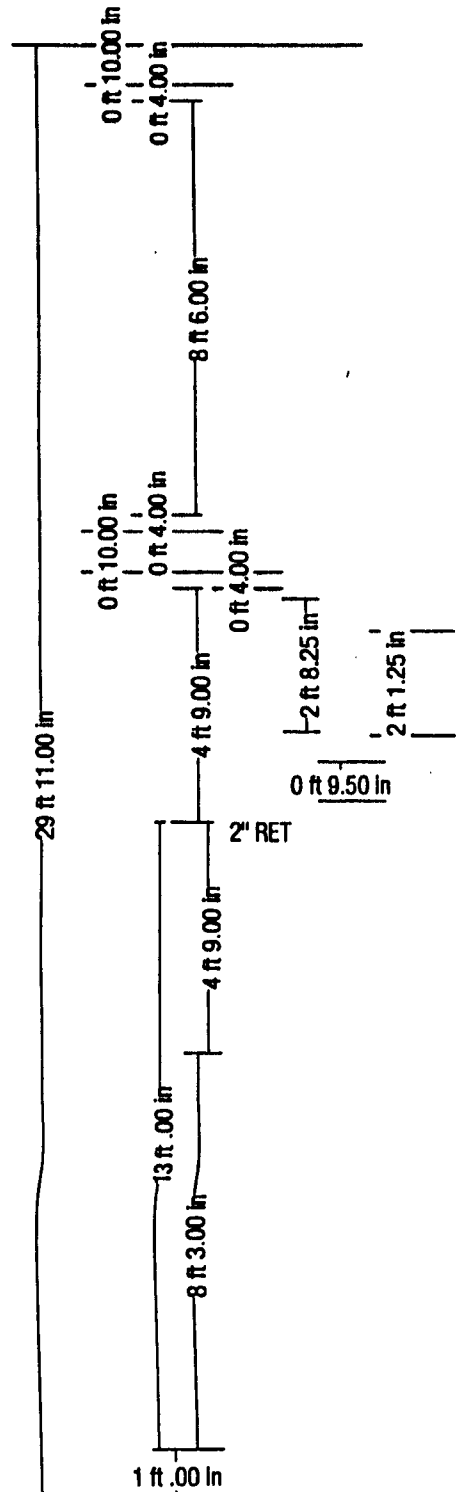


SOUTH LINE OF SOUTHWEST 1/4 OF NORTHWEST 1/4 SECTION 16, T. 35 N., R. 9 W.

DATE
SALES ACCEPTANCE SIGNATURE

DATE
CUSTOMER ACCEPTANCE SIGNATURE

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SERVICE DOORS
& FLUSH DISCONNECT
LOCATED ON
BOTTOM OF SIGN

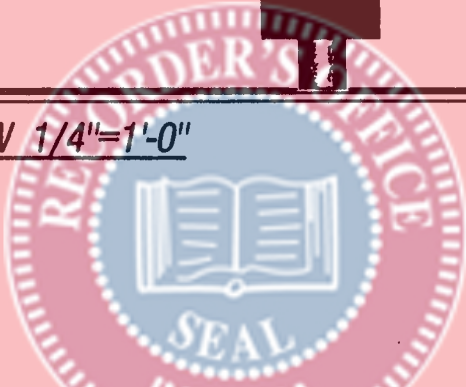


ROUTE 41 FRONTAGE

FRONT VIEW 1/4"=1'-0"

Teibel's RESTAURANT
WALGREENS DRIVE-THRU PHARMACY
TENANT TENANT

STOP



▶ "ONE OF EACH D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/
1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ NEW 4" REVEAL (NON-ILLUM)/
MTD TO EXISTING D.F. SIGN"

- WALGREENS & TENANT SIGNCASES & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
- REVEALS (NON-ILLUM) = BRT. YELLOW GOLD MET 44468 DUPONT
- WALGREENS & DRIVE-THRU PHARMACY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- MORTAR & PESTEL SYMBOL = 1" PUSH THRU CLEAR PLEX W/ TRANS BLUE VINYL 230-36 FACES
- STARS ON MORTAR = WHITE
- STARS = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES

SKETCH #1: PG-2592-1
DATE: 03/31/00

CLIENT NAME: TEIBEL'S
SITE LOCATION: ROUTE 41 SCHERERVILLE, IN

DRAWN BY: BH
SCALE: 1/4" = 1'-0"

REVISIONS: (date description by)
1.

Landmark Sign group
7424 Industrial ave. chesterton, in 46304
219-762-9577 773-445-8600 fax 219-762-425
www.landmarksign.com

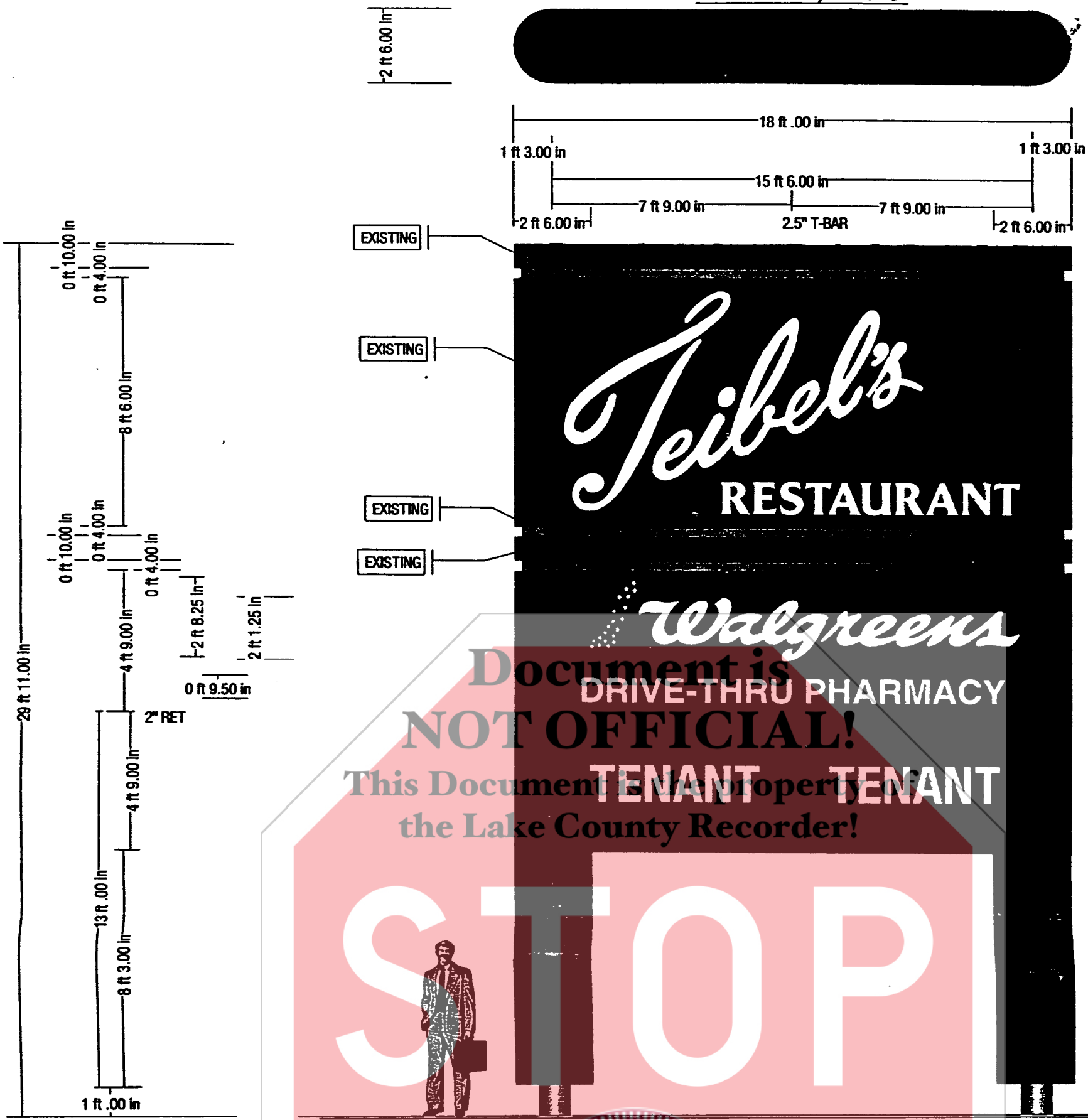
DATE
SALES ACCEPTANCE SIGNATURE

DATE
CUSTOMER ACCEPTANCE SIGNATURE

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TOP VIEW 1/4"=1'-0"

SERVICE DOORS
& FLUSH DISCONNECT
LOCATED ON
BOTTOM OF SIGN



ROUTE 41 FRONTAGE

FRONT VIEW 1/4"=1'-0"

**"ONE OF EACH D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/
1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ NEW 4" REVEAL (NON-ILLUM)/
MTD TO EXISTING D.F. SIGN"**

- WALGREENS & TENANT SIGNCASES & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
- REVEALS (NON-ILLUM) = BRT. YELLOW GOLD MET 44468 DUPONT
- WALGREENS & DRIVE-THRU PHARMACY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
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- STARS ON MORTAR = WHITE
- STARS = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES

SHEET NO:
PG-2592-1
DATE:
03/31/00

CLIENT NAME:
TEIBEL'S
SITE LOCATION:
ROUTE 41
SCHERERVILLE, IN

DESIGNED BY:
BH
SCALE:
1/4" = 1'-0"

REVISIONS: (date description by)
1.

Landmark
Sign
group

7424 Industrial ave. Chesterton, IN 46304
219-762-9577 773-445-8600 fax 219-762-425
www.landmarksign.com

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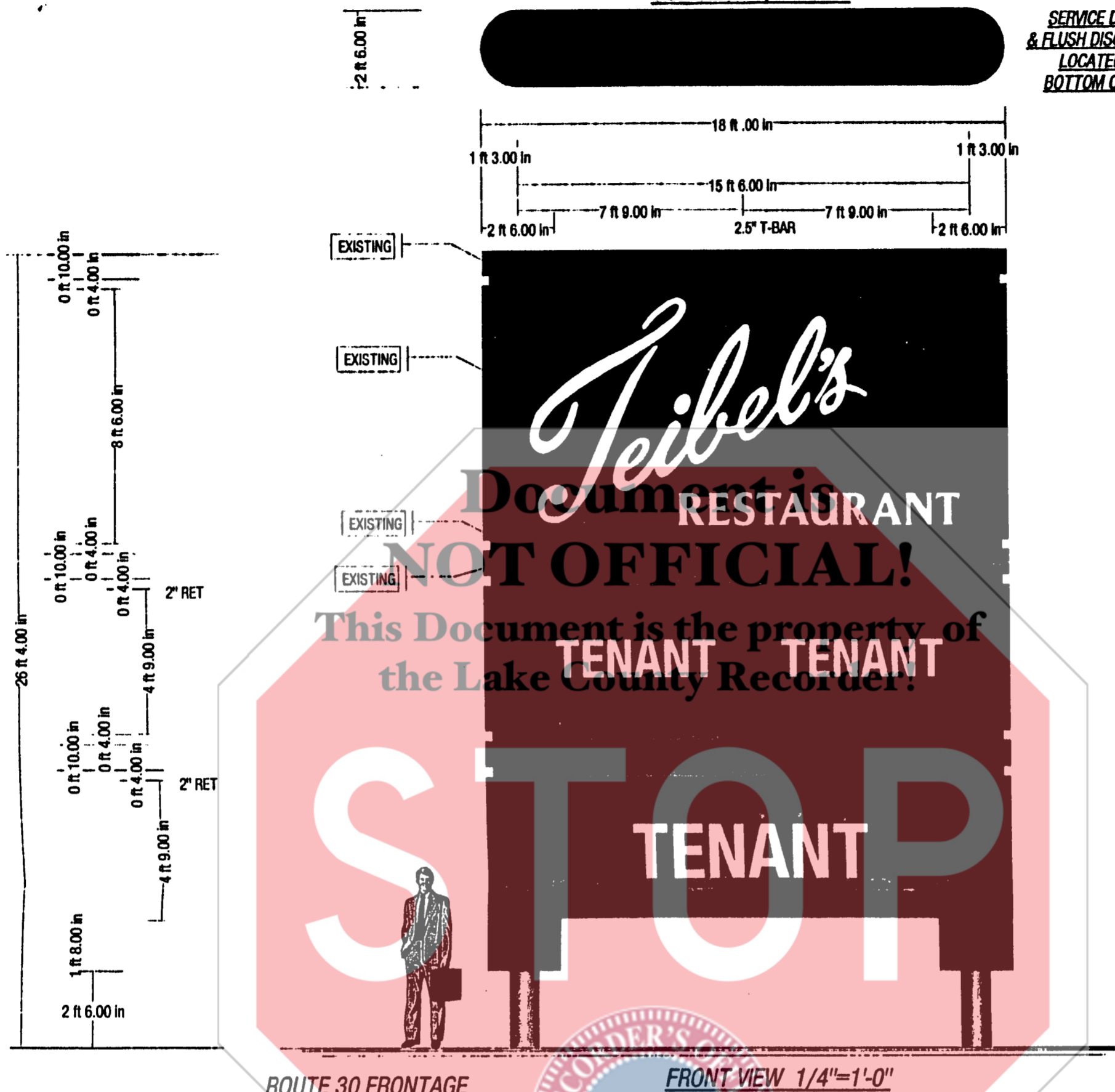
0006 2154 0020

TOP VIEW 1/4"=1'-0"

SERVICE DOORS
& FLUSH DISCONNECT
LOCATED ON
BOTTOM OF SIGN

DATE SALES ACCEPTANCE SIGNATURE DATE CUSTOMER ACCEPTANCE SIGNATURE DATE

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ONE D.F. SIGN/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/
1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ INTER ILLUM REVEALS/
MTD TO EXISTING D.F. SIGN"

- TENANT SIGNCASE & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- REVEAL = CLEAR LEXAN BACKED W/ TRANS GOLD NUGGET VINYL 230-131

SKETCH #:
PG-2592-11

DATE:
05/04/00

CLIENT NAME:
TEIBEL'S

SITE LOCATION:
ROUTE 30
SCHERERVILLE, IN

DRAWN BY:
BH

SCALE:
1/4" = 1'-0"

REVISIONS: (date description by)

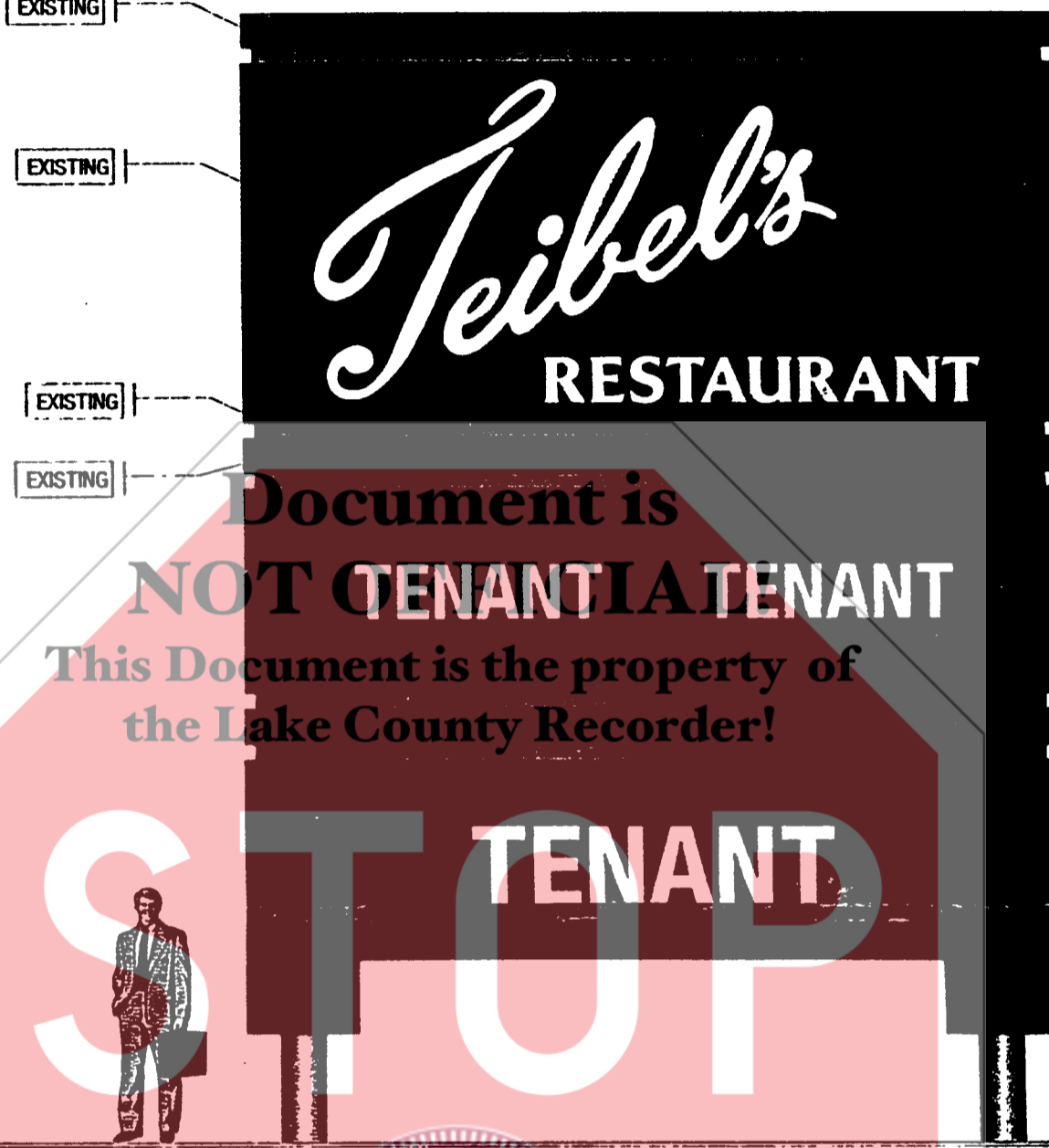
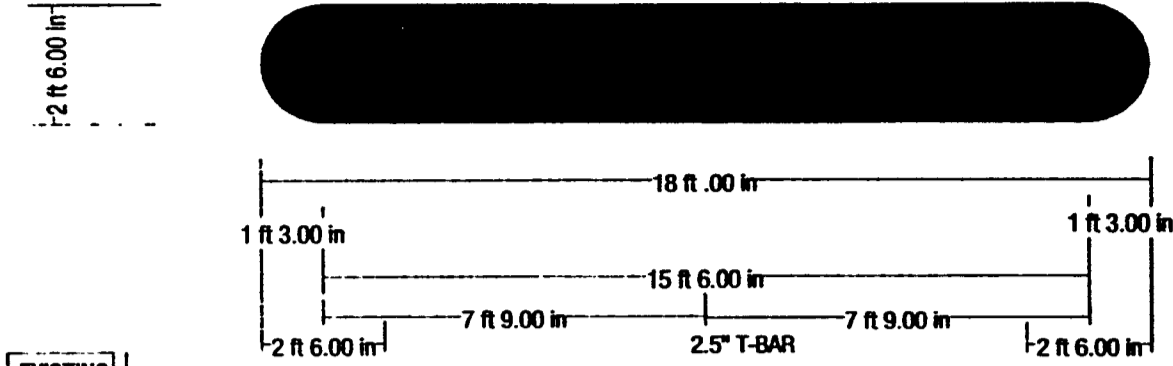
1.

Landmark Sign group

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219-782-8577 773-448-8800 fax 219-782-4259
www.landmarksign.com

TOP VIEW 1/4"=1'-0"

SERVICE DOORS & FLUSH DISCONNECT LOCATED ON BOTTOM OF SIGN



ROUTE 30 FRONTAGE

FRONT VIEW 1/4"=1'-0"

DATE SALES ACCEPTANCE SIGNATURE DATE CUSTOMER ACCEPTANCE SIGNATURE

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"ONE D.F. SIGN/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/ 1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ INTER ILLUM REVEALS/ MTD TO EXISTING D.F. SIGN"

- TENANT SIGNCASE & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- REVEAL = CLEAR LEXAN BACKED W/ TRANS GOLD NUGGET VINYL 230-131



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SKETCH #: PG-2592-11	CLIENT NAME: TEIBEL'S	DRAWN BY: BH	REVISIONS: (date description by) 1.
DATE: 05/04/00	SITE LOCATION: ROUTE 30 SCHERERVILLE, IN	SCALE: 1/4" = 1'-0"	

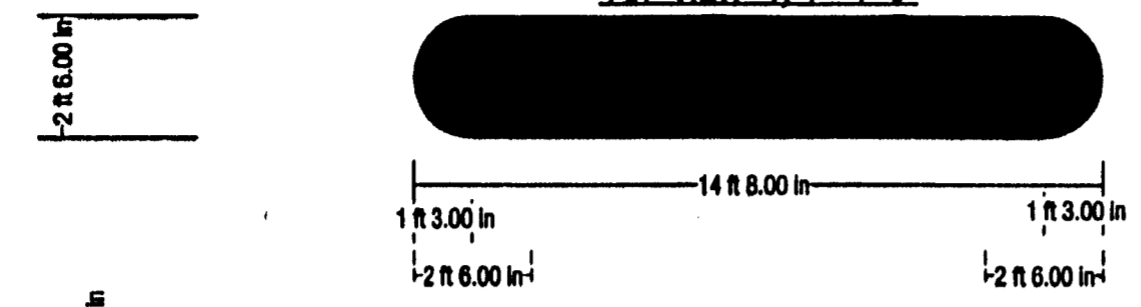
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SALES ACCEPTANCE SIGNATURE
DATE

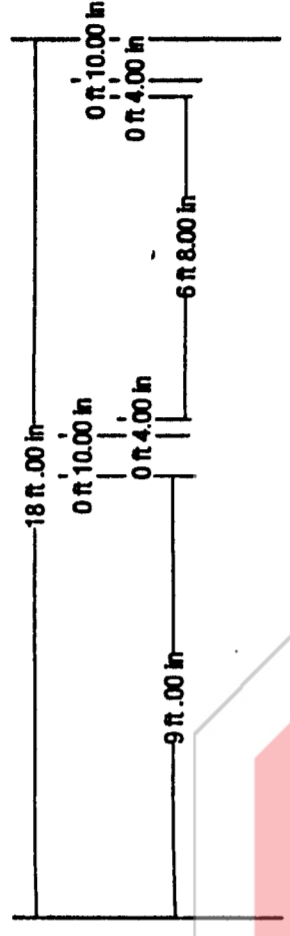
CUSTOMER ACCEPTANCE SIGNATURE
DATE

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TOP VIEW 1/4"=1'-0"



SERVICE DOORS
& FLUSH DISCONNECT
LOCATED ON
BOTTOM OF SIGN



FUTURE
TENANT

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FRONT VIEW 1/4"=1'-0"

"TWO D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/
1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ INTER ILLUM REVEALS"

- SIGNCASE BKGD & POLE COVERS = RED 674 DUPONT
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- ILLUM REVEALS = CLEAR LEXAN BACKED W/ TRANS GOLD NUGGETT VINYL 230-141



SKETCH #:
PG-2592-3
DATE:
03/31/00

CLIENT NAME:
TEIBEL'S
SITE LOCATION:
ROUTE 41
SCHERERVILLE, IN

DRAWN BY:
BH
SCALE:
1/4" = 1'-0"

REVISIONS: (date description by)
1.

Landmark
Sign
group

7424 Industrial ave. charleston, in 46304
219-782-9577 773-445-8600 fax 219-782-4251
www.landmarksign.com

DATE

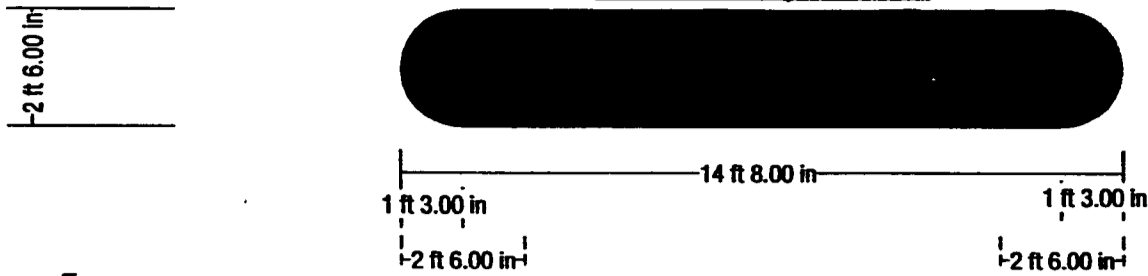
SALES ACCEPTANCE SIGNATURE

DATE

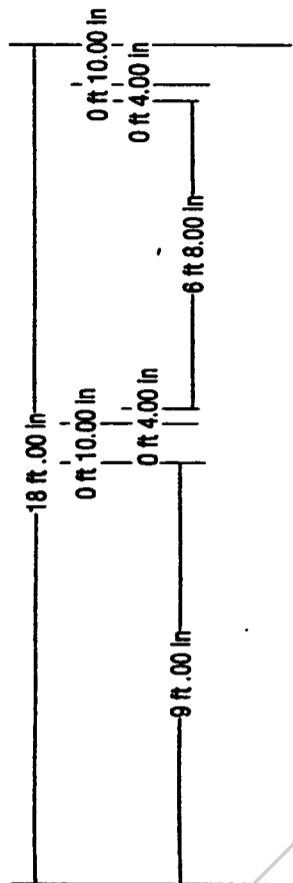
CUSTOMER ACCEPTANCE SIGNATURE

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TOP VIEW 1/4"=1'-0"



SERVICE DOORS & FLUSH DISCONNECT LOCATED ON BOTTOM OF SIGN



FUTURE TENANT

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FRONT VIEW 1/4"=1'-0"

"TWO D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/ 1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ INTER ILLUM REVEALS"

- SIGNCASE BKGD & POLE COVERS = RED 674 DUPONT
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- ILLUM REVEALS = CLEAR LEXAN BACKED W/ TRANS GOLD NUGGETT VINYL 230-141



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www.landmarksign.com

SHEET NO: PG-2592-3
DATE: 03/31/00

CLIENT NAME: TEIBEL'S
SITE LOCATION: ROUTE 41 SCHERERVILLE, IN

DRAWN BY: BH
SCALE: 1/4" = 1'-0"

REVISIONS: (date description by)
1.

hereto, on behalf of themselves and their successors and assigns, covenant and agree as follows:

AGREEMENTS

Definitions. For purposes hereof:

The term "Owner" or "Owners" shall mean Teibels (as to Parcel A and Parcel A-1), Perch Partners (as to Parcels B, C, D and E) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holders of any lien or encumbrance on such real property. At such time as a party conveys all of its right, title and interest in a Parcel, it shall no longer be considered an Owner of that Parcel for purposes of this Agreement.

The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibits A and B, that is, Parcel A, Parcel B, Parcel C, Parcel D and Parcel E, and any future subdivisions thereof, and including Parcel A-1 only as to those provisions of this Agreement which specifically reference and include Parcel A-1.

The term "Permitees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

The term "Common Area" shall mean those portions of Parcels A, B, C, D and E that are outside of the exterior walls of buildings or other structures from time-to-time located on those Parcels, and which are either unimproved, or are improved as, without limitation, parking areas, landscaped areas, water detention basin and drainage facilities, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns).

The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit C and by reference made a part hereof. Except as may be

otherwise provided in this Agreement, the Site Plan is for identification purposes only.

The term "Internal Access Roadway" shall mean that internal roadway and related improvements, paving, curbing, entrances and exits, in the location as shown on the Site Plan.

The term "Water Detention and Drainage Facilities" shall mean the storm water detention areas indicated on the Site Plan, and all lines, conduits, pipes and other apparatus for water discharge and all storage systems necessary in connection therewith.

2. Easements.

2.1. Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels shall be benefited and burdened by the following non-exclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

- (a) A non-exclusive easement for access, ingress and egress over and through the Internal Access Roadways and access points located on Parcels A, A-1, B, and D as shown on the Site Plan and identified as the Internal Access Roadway including, without limitation, direct access to curb cuts onto U.S. Highway 30 and U.S. Highway 41, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Areas of the Parcels, and to and from all abutting streets and roadways furnishing access to the Parcels.
- (b) An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B, Parcel C, Parcel D and E for the benefit of the Owners of those lands, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels, intended for such purposes, and to and from all abutting streets or rights-of-way furnishing access to such Parcels, including, but not limited to the Internal Access Roadway.
- (c) An easement under and across the Common Areas for the

installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time-to-time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted thereon, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable, prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel). Once the initial construction on any Parcel shall be completed, thereafter no additional utility easements affecting that Parcel shall be installed without the consent of the Owner of the affected Parcel.

- (d) An easement upon Parcel A-1 in the area shown on the Site Plan, for the construction, reconstruction, replacement, operation, maintenance and repair of a sign to be located on the sign reader board as depicted on the Sign District Plan attached hereto as Exhibit D. The easement granted herein shall further include the right of reasonable access over, under, upon and across the 40 foot by 11 foot sign easement upon Parcel A-1 as shown on the Site Plan, as well as a 12 foot work space buffer surrounding said sign easement, for the replacement, maintenance, repair and operation of the Walgreen sign located on the Teibel's reader board as depicted on the Sign District Plan ("Parcel B sign") sign and a utility line, if necessary, pursuant to the terms and conditions set forth in subparagraph (d), above, in order to provide such Parcel B sign and all panels thereon with power to illuminate same. Once constructed, the Owner of Parcel B shall thereafter maintain, operate, illuminate and repair its sign.

Subject to reimbursement for its prorata share of costs by the Parcel B Owner, the Owner of Parcel A shall be responsible for the maintenance, operation, illumination and repair of the sign structure and utility line. The owner of Parcel A-1 shall invoice the Owner of Parcel B on a monthly basis, and the Owner of Parcel B shall pay the owner of Parcel A-1 within ten (10) days of the receipt of such invoice, for a prorata share of the cost of operation and maintenance of said sign structure and utility line, including, but not limited to, the cost of electrification, insurance and all taxes applicable to the sign structure. The prorata share of such costs shall be computed based on the square footage of the face area of the sign. No signs, structures, landscaping or improvements shall be placed or maintained on Parcel A-1 that shall obstruct or impair the visibility of the Parcel B sign from U.S. Route 41. The easements and other rights granted pursuant to this subparagraph (2d) shall be a burden upon, shall run with the land and be binding upon the present Owners of Parcel A-1, and their respective heirs, successors and assigns. Anything to the contrary contained herein, notwithstanding, the easement granted pursuant to this subparagraph (d) shall automatically expire and be of no further force and effect immediately in the event that Parcel B is ever used for any of the "Noxious Uses" (as defined in paragraph 5.3, below).

2.2. Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents or others acting on behalf of such Owner.

2.3. Access Openings. The openings and access points contemplated between the Parcels for use of the Internal Access Roadway, are shown on the Site Plan, and such openings and access points between the Parcels for use of the Internal Access Roadway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings", which shall not be less than 27 feet in width. Once the Internal Access Roadway has been constructed, without the prior written consent of all Owners, the Access Openings shall not be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be

maintained between the Access Openings a smooth and level grade transition to allow the use of the Internal Access Roadway for pedestrian and vehicular access, ingress and egress as set forth in paragraph 2.1(a) above. Except with respect to the Access Openings, each Owner shall be permitted to maintain fencing, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4. Reasonable Use of Easements.

- (a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
- (b) Once the Water Detention and Drainage Facilities and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 2.1(d) hereof, no permanent building, structure, tree or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in Common Areas of shopping centers) shall be placed over or permitted to encroach upon such Water Detention and Drainage Facilities or utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as the Water Detention and Drainage Facilities or utility services, as applicable to the other Owner's Parcel(s) are not unreasonably interrupted and the remaining provisions of this paragraph 2.4. are complied with. No such relocation of the Water Detention and Drainage Facilities shall be performed without the consent of the POA.
- (c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on

such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress and egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, except as otherwise provided herein, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, except as otherwise provided herein, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, the POA and its contractors and agents shall in no event be bound by the provisions of this paragraph 2.4(c) to the extent they conflict with the provisions of that certain Property Owners Agreement and Declaration of Easements and Restrictions dated _____, 2000, a copy of which is attached hereto as Exhibit E; and the provisions of this paragraph 2.4(c) shall not apply to the Internal Access Roadway which shall be governed by paragraph 3.3, below. Further, in no event shall any work described in this paragraph be undertaken, except for normal minor repairs in the ordinary course which do not interfere with the business of the Owner of a Parcel and its Permittees, which is not of an emergency nature during the months of November or December, unless the Owner of the affected Parcel shall consent thereto.

3. Maintenance.

- 3.1 General.** Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.
- 3.2 Buildings and Appurtenances Thereto.** Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time-to-time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage

to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed buildings then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this subparagraph 3.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or written agreement between an Owner and such Owner's Permittee. All buildings on each Parcel shall not exceed a maximum height of thirty (30) feet from grade level on the Parcel. Each parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on other Owner's Parcels, such that each Parcel shall be self-sufficient for vehicular parking.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Areas located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Areas shall include, without limitation, maintaining and repairing and maintaining all sidewalks and the surface of the parking roadway areas, removing all snow and ice, all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in a good condition and repair, and performing any and all such other duties as are necessary to maintain the Common Areas in a clean, safe and orderly condition. Notwithstanding the foregoing, the maintenance of the detention basin located on Parcel E and maintenance of the Internal Access Roadway on Parcels A, A-1, B- and D shall be the sole and exclusive responsibility of the POA in accordance with the terms and conditions of the Property Owners Agreement and Declaration of Easements and Restrictions. The POA shall invoice each Parcel Owner separately for its prorata share of the maintenance and repair costs related to the detention basin located on Parcel E, the Internal Access Roadway and snow removal from the Internal Access Roadway, in accordance with the terms of the Property Owners Agreement and Declaration of Easements and

Restrictions. Except as otherwise expressly provided in this Agreement, once constructed in the event of any damage to or destruction of all or any portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1 shall not be closed or materially impaired; (ii) the Internal Access Roadway, Access Openings and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; (iii) the same shall not violate any of the provisions and easements granted in paragraph 2; (iv) the same shall not violate any of the provisions of the Property Owners Agreement and Declaration of Easements and Restrictions; and (v) the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain, or cause to be constructed, operated and maintained in good order, condition and repair, at its sole expense, any utility or other installation serving the Parcel of such Owner and from time-to-time existing on the Parcel of another Owner pursuant to an easement described herein.

Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on each Parcel shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. Notwithstanding anything to the contrary contained herein, Perch Partners may, prior to conveyance of Parcel E to the POA, in its sole discretion, alter the size and share of Parcels C, D and/or E, and the configuration of the detention basin located on Parcel E as established in the Site Plan and the Property Owners Agreement and Declaration of Easements and Restrictions, so long as 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.

Restrictions.

5.1 Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels A and/or

A-1 shall be used, directly or indirectly for the operation of a drug store or so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs for a fee or remuneration of any kind.

5.2 Parcel B Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel B shall be used, directly or indirectly for the operation of a so-called sit-down restaurant with a liquor license.

5.3 Restrictions Applicable to Parcels C, D and E. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels C, D or E shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility (except for a children's play or party facility as may be developed and used in conjunction with a quick service restaurant), adult bookstore, adult theater, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, close out or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles (except for the storage of automobiles or other vehicles as to Parcel D, as to which such use is hereby permitted), any industrial use, a car wash, an assembly hall, off-track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on the Parcel of hazardous materials or underground storage tanks, any office use (except incidental to a retail use), a sit-down restaurant with a liquor license or any use which creates a nuisance. (For purposes of this Agreement all of the foregoing shall be referred to as "Noxious Uses"). Additionally, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcels C, D or E shall be used directly or indirectly, for one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medicinal diagnostic lab or the provision of treatment services; (iii) the sale of so-called health or beauty aids or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photo finishing or photographic film are offered for sale (provided that the sale of film shall not be

prohibited by this subparagraph [v] so long as the area devoted to the sale of film shall not exceed ten percent (10%) of the sales area or 100 square feet, whichever is less); (vi) the operation of a business in which greeting cards or gifts wrap are offered for sale (provided that the sale of greeting cards and gift wrap shall not be prohibited by this subparagraph [vi] so long as the area devoted to the sale of greeting cards and/or gift wrap shall not exceed ten percent (10%) of the sales area or 100 square feet, whichever is less); and (vii) the operation of a business in which food items for off premises consumption are offered for sale (provided that the sale of food items prepared on the premises for off premises consumption by a "quick service" restaurant [e.g., McDonalds, Burger King, Kentucky Fried Chicken, Taco Bell, Subway, and the like] or an "accommodation" food user [e.g., Starbucks, Cinnabons, Dunkin Doughnuts, Mrs. Fields, a yogurt shop, and the like] shall not be prohibited by this subparagraph.

- 5.4 General.** Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.
- 5.5 Drive-Throughs.** No facility on Parcels A, B, C, D or E for vehicular drive-up or drive-through in which stopping or standing of motor vehicles in line at a location for drop-off and/or pick-up is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facilities, stop or stand onto another Parcel or the Internal Access Roadway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the other Parcels and the Internal Access Roadway. Nothing contained herein shall be deemed to affect the drive-throughs servicing the building to be constructed on Parcel B by the Owner thereof as shown on the Site Plan, which is hereby expressly approved. The restriction contained in this paragraph 5.5 shall be deemed to apply to Parcel B from and after the time that the building to be constructed on Parcel B is materially reconfigured from that shown on the Site Plan.

Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with a single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000) including umbrella coverage, if any, and naming the other Owners

(provided the Owner obtaining such insurance has been supplied with the name of such other Owners in the event of a change thereof) as additional insureds. Walgreen, as the Parcel B Owner, and any other Owner that demonstrates to the satisfaction of the POA that it has a net worth of at least one hundred million dollars (\$100,000,000) may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance. Any predecessor or successor owner of Parcel B shall be subject to same requirements of the Parcel A, C, D and E Owners.

Taxes and Assessments. Each Owner shall pay all taxes, assessments or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcels A, A-1, B, C, D or E. No easements, except (i) those expressly set forth in paragraph 2, (ii) an easement over Parcels A, A-1, B, C, D and E so as to enable the construction and use of the Internal Access Roadway and other improvements required for the initial development by the Owner of Parcel B, and/or (iii) as set forth in the Property Owners Agreement and Declaration of Easements and Restrictions, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking are granted or implied.

Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of the defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice by an Owner (unless, with respect to any such breach the nature of which cannot be reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable cost thereof together with interest at the prime rate charged from time-to-time by First Chicago NBD (successors and assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii)

blockage or material impairment of the easements rights, and/or (iii) the unauthorized parking of vehicles on any Parcel, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorney's fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Indiana; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Lake County, Indiana prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of such notice of Assessment Lien. All liens recorded subsequent to the recordation of the notice of Assessment Lien described herein, shall be junior and subordinate to the Assessment Lien. Upon the timely curing of the defaulting Owner of any default for which a notice of Assessment Lien was recorded, the party recording same shall record an appropriate release of such notice of Assessment Lien and the Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage, deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2, 3 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the

non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2, 3 and/or 5 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of the provisions of paragraphs 2, 3 and/or 5 of this Agreement.

Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of the Lake County Recorder, and shall remain in full force and effect thereafter until December 31, 2025, at which time said agreements and declarations shall be automatically extended for successive periods of ten (10) years unless this Agreement is modified, amended, canceled or terminated by the written consent of all the then-Owners of the Parcels, in accordance with paragraph 11.2 hereof.

Miscellaneous.

11.1 Attorney's Fees. In the event a Party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after final adjudication shall be entitled to recover its costs and reasonable attorney's fees incurred in preparation, prosecution or defense of such action or proceeding.

11.2 Amendment. The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcels A, A-1 (as to the provisions which apply to that Parcel), B, C, D and E, evidenced by a document that has been fully executed and acknowledge by all such record Owners and recorded in the official records of the County Recorder of Lake County, Indiana.

11.3 Consents. Whenever in this Agreement consent or approval of the Owner of any Parcel is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof that requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by any Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

11.6 Covenants to Run with the Land. It is intended that each of easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs and personal representatives.

11.7 Grantee Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed or other instrument conveying title thereto or any interest therein, or the execution of a contract for the purchase thereof, whether from an original Party or from a subsequent Owner of such Parcel, shall accept such deed, instrument or contract upon, and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself, and its successors, assigns, heirs and personal representatives, covenant, consent and agree to and with other Parties to keep, preserve, comply with and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Severability. Each provision of this Agreement and the application thereof to each Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement shall be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of more than one Parcel by the same person or entity shall not terminate this Agreement, nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement and the Exhibits attached hereto contain the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superceded hereby.

11.11 Notices. Notices or other communications hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company or personal delivery service. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time-to-time their respective address for notice hereunder by like notice to the other Parties. The notice addresses of the Parcel Owners are as follows:

Parcels A and A-1 Owners:

Lake County Trust Company, as Trustee
under Trust Agreement dated the 11th
day of September 1968, known as Trust
No. 1435

2200 NORTH Main ST.
CROWN POINT, IND
46307

and
Teibel's Inc.

1775 Route 41

Sch. IND

46375

Parcels B, C, D and E Owner:

Perch Partners
c/o Whiteco Industries, Inc.
1000 East 80th Place, Suite 700 North
Merrillville, IN 46410

11.12 Governing Law. The laws of the state in which the Parcels are located shall govern the interpretation, validity, performance and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within twenty (20) days of the receipt of a written request from any other Owner, shall from time-to-time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any Party to this Agreement is in default or violation of this Agreement and, if so, identifying such default or violation; and (b) that this

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.

NOT OFFICIAL!
This Document is the Property of the Lake County Recorder!

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

My Commission Expires: _____
County of Residence: _____

_____, Notary Public

TEIBEL'S INC.

By: Harold Teibel
Harold Teibel
Its: President

By: Robert S. Teibel, Jr.
Robert S. Teibel, Jr.
Its: Secretary

Dated: July 18, 2000

August

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared TEIBEL'S 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, 2000.

Ronald W. Bortner

_____, Notary Public

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

Parcels B, C and D Owner

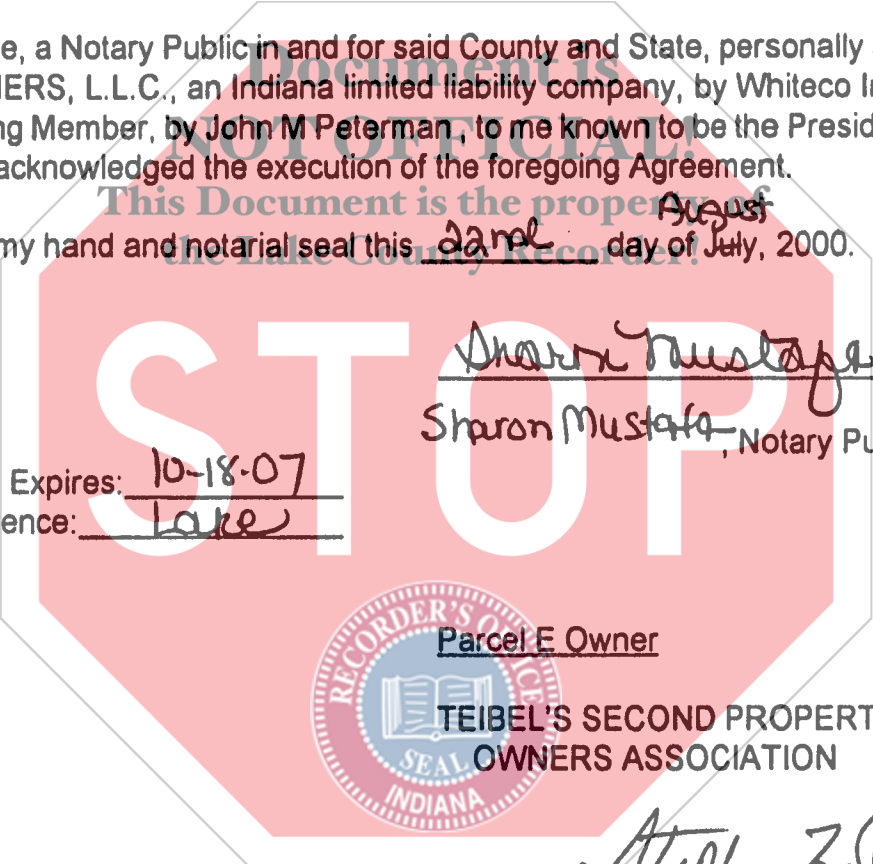
PERCH PARTNERS, L.L.C.
By: Whiteco Industries, Inc.
Its: Managing Member

By: _____
John M. Peterman
Its: President
Dated: ~~July~~ August 22, 2000

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 Whiteco Industries, Inc., its Managing Member, 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 ~~July~~ August day of July, 2000.



Sharon Mustafa
Sharon Mustafa, Notary Public

My Commission Expires: 10-18-07
County of Residence: Lake

Parcel E Owner
TEIBEL'S SECOND PROPERTY OWNERS ASSOCIATION

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

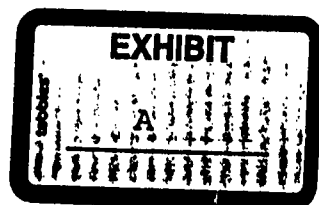
By: Thomas J. Gamsjaeger
Thomas J. Gamsjaeger
Its: Secretary/Treasurer
Dated: ~~July~~ August 22, 2000

STATE OF INDIANA)
) ss:

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 HAVNG 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 A1

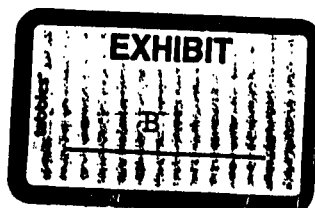
THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 9, WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16, 25.58 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND ALSO AT THE INTERSECTION OF THE SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER WITH 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 U. S. ROUTE 41, A DISTANCE OF 185.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30; THENCE NORTH 53 DEGREES 25 MINUTES 01 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 84.25 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 24 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 161.18 FEET; THENCE SOUTH 87 DEGREES 19 MINUTES 03 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 157.08 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 225.78 FEET; THENCE SOUTH 87 DEGREES 36 MINUTES 41 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF U. S. ROUTE NO. 30, A DISTANCE OF 45.79 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS WEST, A DISTANCE OF 79.20 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 60.02 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; THENCE SOUTH 02 DEGREES 23 MINUTES 19 SECONDS EAST, A DISTANCE OF 213.26 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 89 DEGREES 09 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID U-HAUL 1st ADDITION SUBDIVISION, A DISTANCE OF 630.82 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 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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the Lake County Recorder!

STOP



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.

STOP



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.



PROPERTY OWNERS AGREEMENT AND DECLARATION
OF EASEMENTS AND RESTRICTIONS

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 known as TEIBEL'S SECOND ADDITION TO THE TOWN OF SCHERERVILLE, as recorded in the Lake County Recorder's Office 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".

FILED

AUG 28 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR



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. Teibel 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. Teibel 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 27, 2000
August

STATE OF INDIANA)
) ss:
COUNTY OF _____)

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. Teibel 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. Bortz

, 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: _____
Its: _____

By: _____

Its: _____

Dated: July _____, 2000

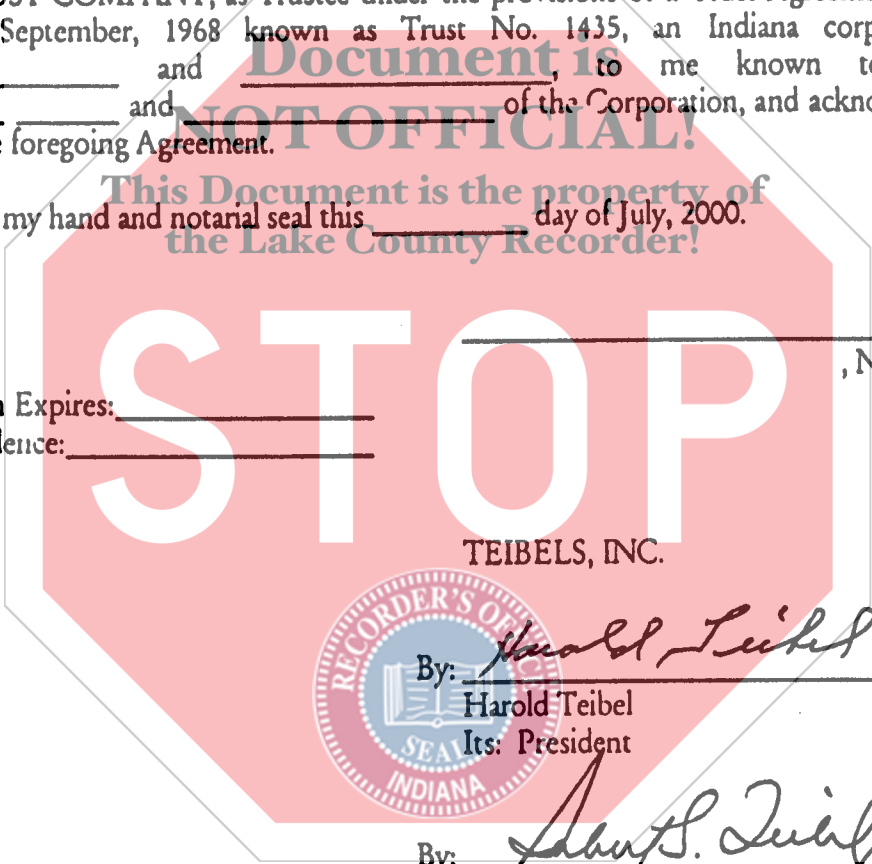
STATE OF INDIANA)
) ss:
COUNTY OF _____)

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 _____, 2000

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 ^{August} day of ~~July~~, 2000.

Ronald W. Bortz
_____, Notary Public

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



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NOT OF FULL FAITH AND CREDIT
This Document is the property of
the Lake County Recorder
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 ^{August} day of ~~July~~, 2000.

Sharon Mustafa
_____, Notary Public

My Commission Expires: 10-18-07
County of Residence: Lake

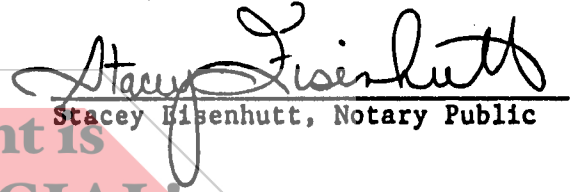
THIS INSTRUMENT PREPARED BY:
Michael H. Rhodes
Loomis, Ewert, Parsley, Davis & Gotting, P.C.
232 South Capitol Avenue, Suite 1000
Lansing, MI 48933
517-482-2400
I:\MLF\ALLIANCE\Schereville\Schererville POA.2.doc

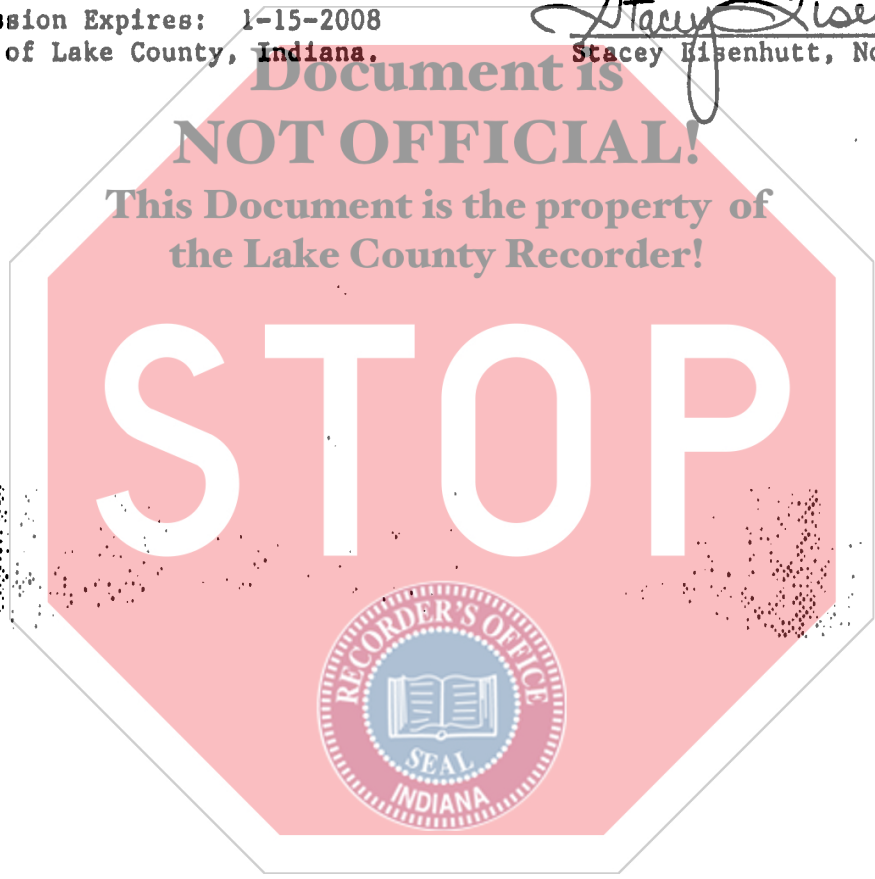
State of Indiana)
) ss:
County of Lake)

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 Thomas J. Gamsjaeger, to me known to be the Secretary/Treasurer of the corporation, and acknowledged the execution of the foregoing Agreement.

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

My Commission Expires: 1-15-2008
Resident of Lake County, Indiana.


Stacey Eisenhutt, Notary Public





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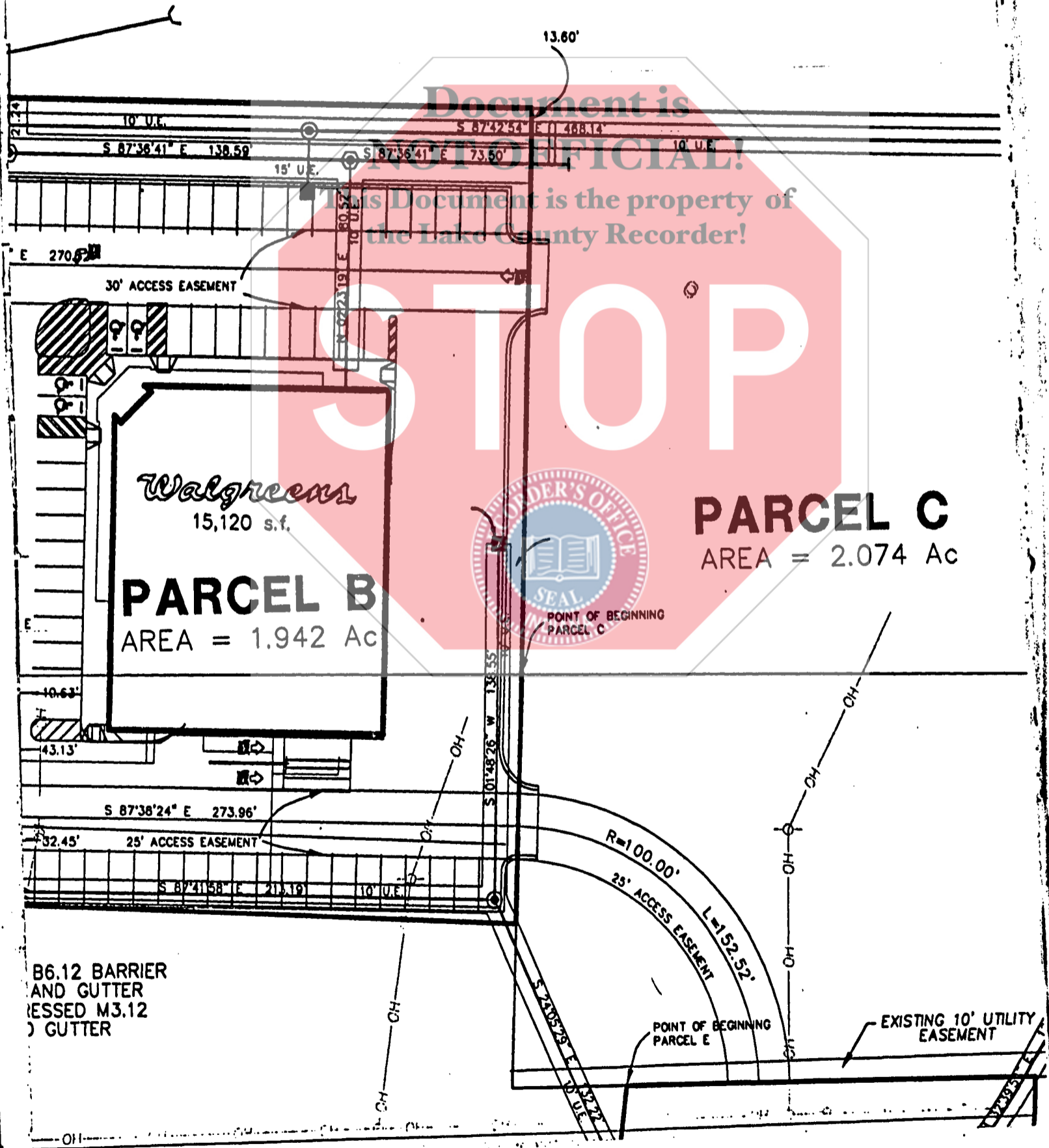
F.I.P.



EXISTING 15' UTI

ALL SUBDIVISION ROADS
 SHALL HAVE TRUCK TRAFFIC
 PAVEMENT SECTION

BEGIN DEPRESSED
 M3.12 CURB
 AND GUTTER



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the Lake County Recorder!

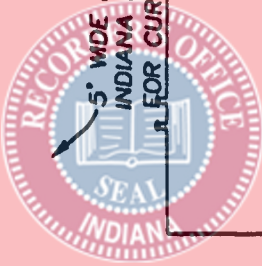
STOP

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**



PARC
AREA =

SOUTH LINE N

POINT OF BEGINNING
PARCEL A1

40.00'

11' SIGN EASEMENT

EXISTING
MONITORING
WELL

S 89°06'58" E 426.92'

30' ACCESS EASEMENT

CENTER LINE OF T

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STOP

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



1 STORY
BRICK/FRAME
RESTAURANT

**TIEBEL'S
RESTAURANT**

PARC
AREA =

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

SOUTH LINE N

POINT OF BEGINNING
PARCEL A1

40.00'

11' SIGN EASEMENT

EXISTING
MONITORING
WELL

S 89°06'58" E 426.52'

30' ACCESS EASEMENT

CENTER LINE OF T

192.38'
168.69'

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the Lake County Recorder!**

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.

630.82 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

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.

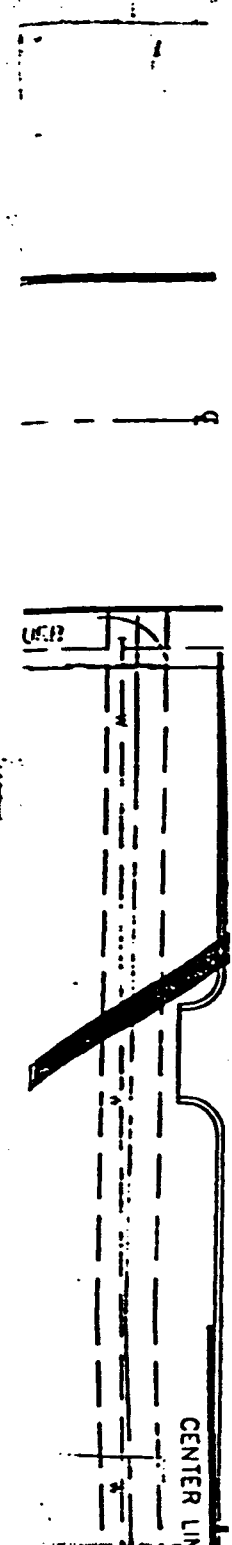
CONTAINING 2.074 ACRES.



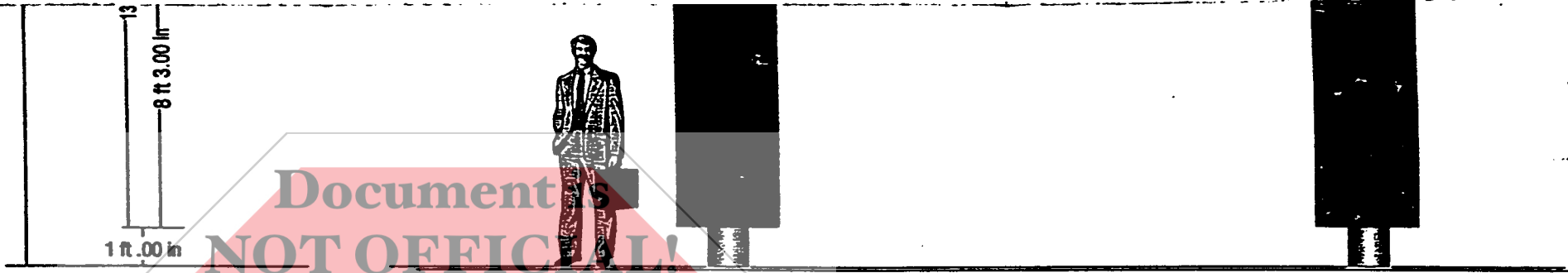
TEIBEL'S	SCHERERVILLE	SITE PLAN
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PROJ. ENG. L.W.
 DRAWN BY A.P.G.
 CHECKED BY T.E.H.
 DATE 07-27-00
 SCALE 1' = 50'

SHEET
1 OF **1**
 WASVI2 2133

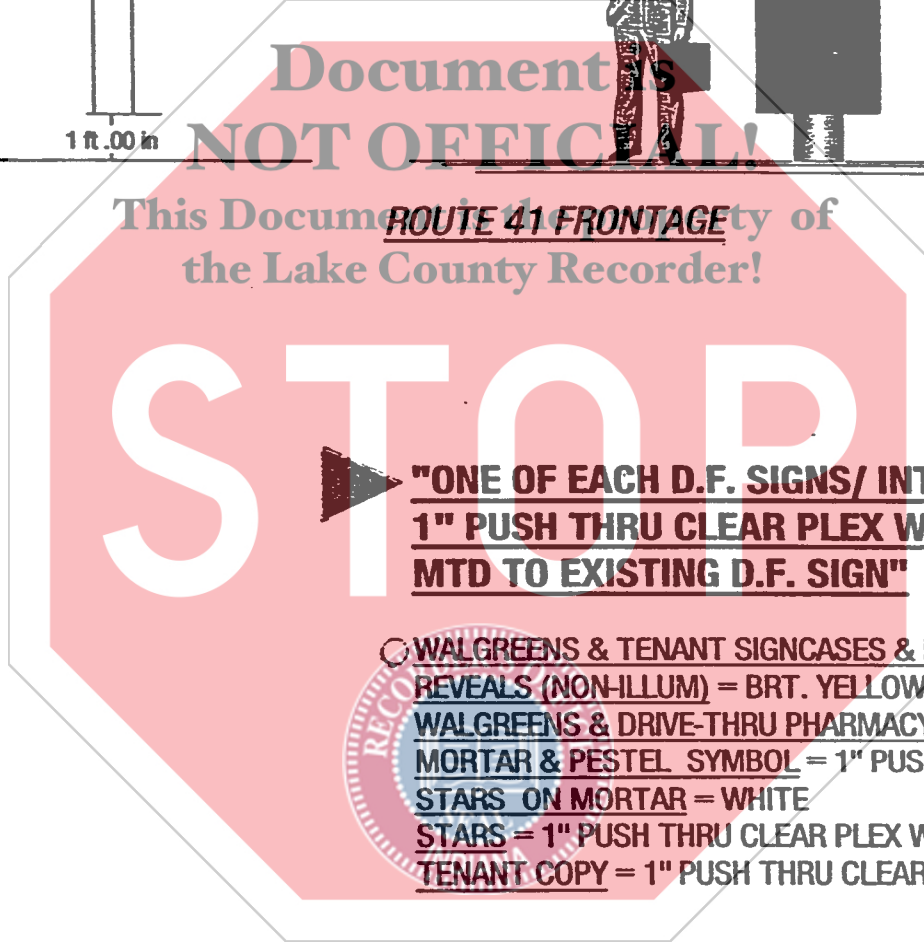


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ROUTE 41 FRONTAGE of the Lake County Recorder!

FRONT VIEW 1/4"=1'-0"



"ONE OF EACH D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/ 1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ NEW 4" REVEAL (NON-ILLUM)/ MTD TO EXISTING D.F. SIGN"

- WALGREENS & TENANT SIGNCASES & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
- REVEALS (NON-ILLUM) = BRT. YELLOW GOLD MET 44468 DUPONT
- WALGREENS & DRIVE-THRU PHARMACY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- MORTAR & PESTEL SYMBOL = 1" PUSH THRU CLEAR PLEX W/ TRANS BLUE VINYL 230-36 FACES
- STARS ON MORTAR = WHITE
- STARS = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES

SKETCH #:
PG-2592-1
DATE:
03/31/00

CLIENT NAME:
TEIBEL'S
SITE LOCATION:
ROUTE 41
SCHERERVILLE, IN

DRAWN BY:
BH
SCALE:
1/4" = 1'-0"

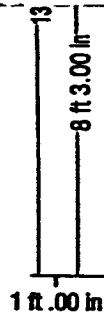
REVISIONS: (date description by)
1.

Landmark Sign group

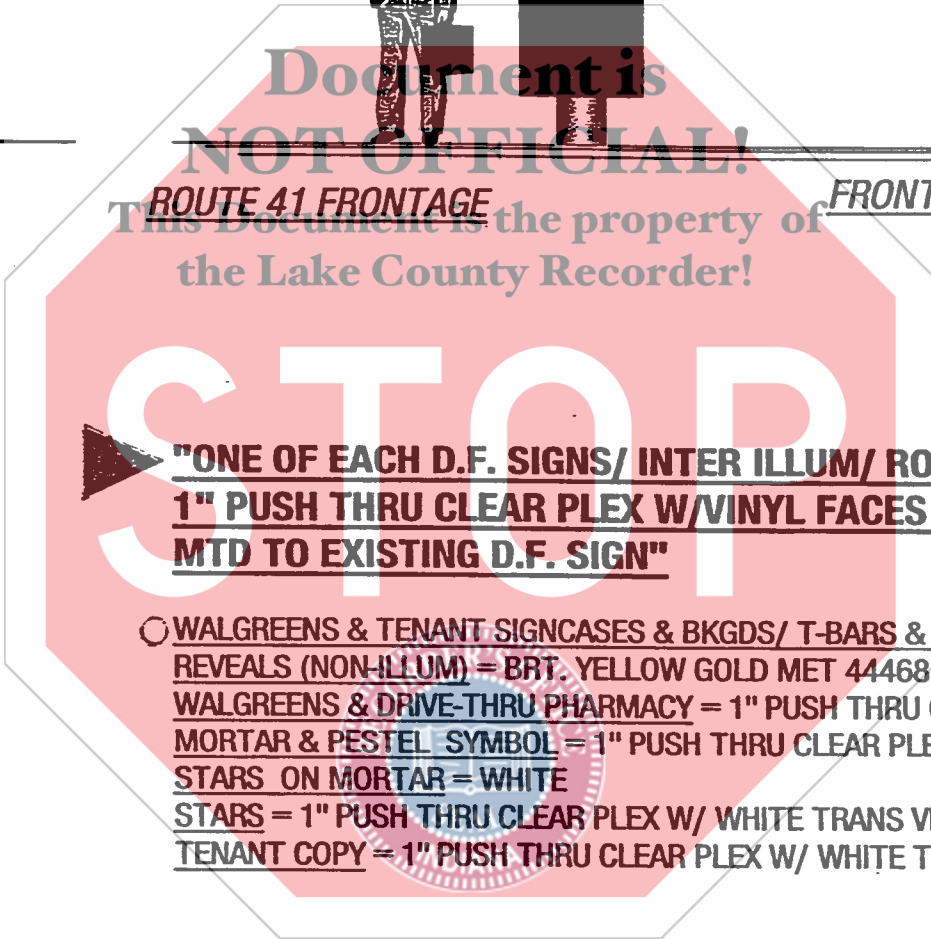
7424 Industrial Ave. Chesterton, IN 46304
219-762-9577 773-445-8600 fax 219-762-425
www.landmarksign.com

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FRONT VIEW 1/4"=1'-0"

"ONE OF EACH D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/ 1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ NEW 4" REVEAL (NON-ILLUM)/ MTD TO EXISTING D.F. SIGN"

- WALGREENS & TENANT SIGNCASES & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
- REVEALS (NON-ILLUM) = BRT. YELLOW GOLD MET 44468 DUPONT
- WALGREENS & DRIVE-THRU PHARMACY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- MORTAR & PESTEL SYMBOL = 1" PUSH THRU CLEAR PLEX W/ TRANS BLUE VINYL 230-36 FACES
- STARS ON MORTAR = WHITE
- STARS = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES

SKETCH #: PG-2592-1	CLIENT NAME: TEIBEL'S	DRAWN BY: BH	REVISIONS: (date description by) 1.
DATE: 03/31/00	SIGN LOCATION: ROUTE 41 SCHERERVILLE, IN	SCALE: 1/4" = 1'-0"	

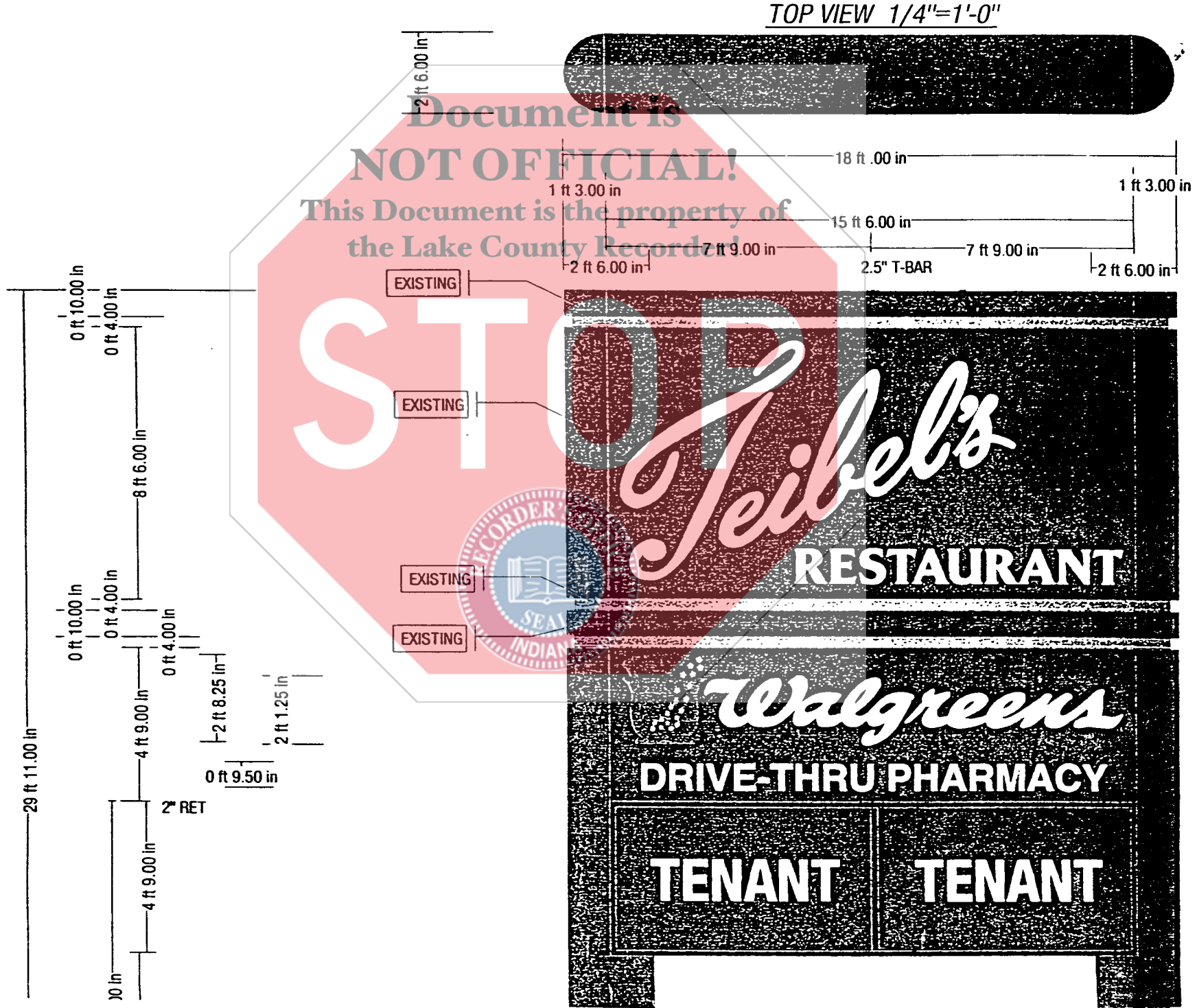
Landmark Sign group
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work, specifications, dimensions, materials, and colors samples exactly.

CUSTOMER ACCEPTANCE SIGNATURE _____ DATE _____

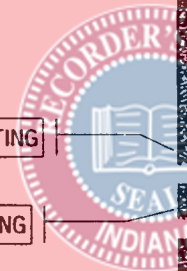
SALES ACCEPTANCE SIGNATURE _____ DATE _____



TOP VIEW 1/4"=1'-0"

SERVICE DOORS
& FLUSH DISCONNECT
LOCATED ON
BOTTOM OF SIGN

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Teibel's
RESTAURANT

Walgreens
DRIVE-THRU PHARMACY

TENANT **TENANT**

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1 ft 8.00 in
2 ft 6.00 in



ROUTE 30 FRONTAGE

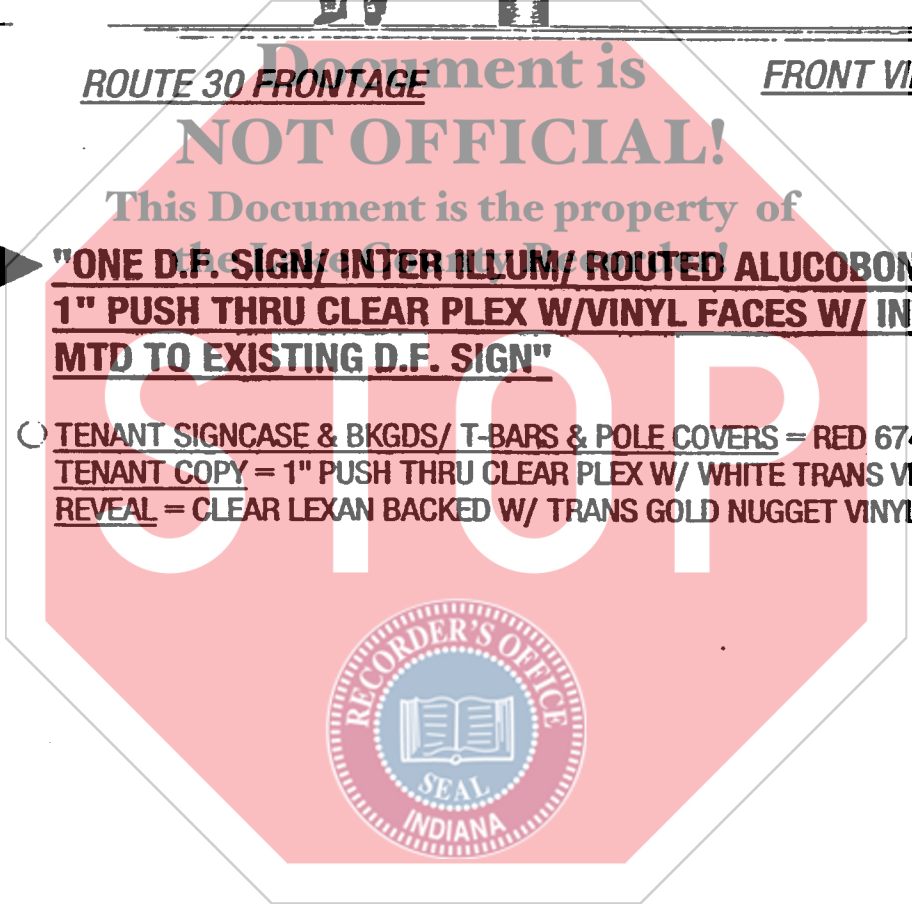
FRONT VIEW 1/4"=1'-0"

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"ONE D.F. SIGN/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/ 1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ INTER ILLUM REVEALS/ MTD TO EXISTING D.F. SIGN"

TENANT SIGNCASE & BKGDS/ T-BARS & POLE COVERS = RED 674 DUPONT
TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES
REVEAL = CLEAR LEXAN BACKED W/ TRANS GOLD NUGGET VINYL 230-131



SKETCH #:
PG-2592-11
DATE:
05/04/00

CLIENT NAME:
TEIBEL'S
SITE LOCATION:
ROUTE 30
SCHERERVILLE, IN

DRAWN BY:
BH
SCALE:
1/4" = 1'-0"

REVISIONS: (date description by)
1.

Landmark Sign group

7424 Industrial ave. chesteron, in 46304
219-762-8577 773-445-8600 fax 219-762-4259
www.landmarksign.com

Designed for 110 Volts Compliant

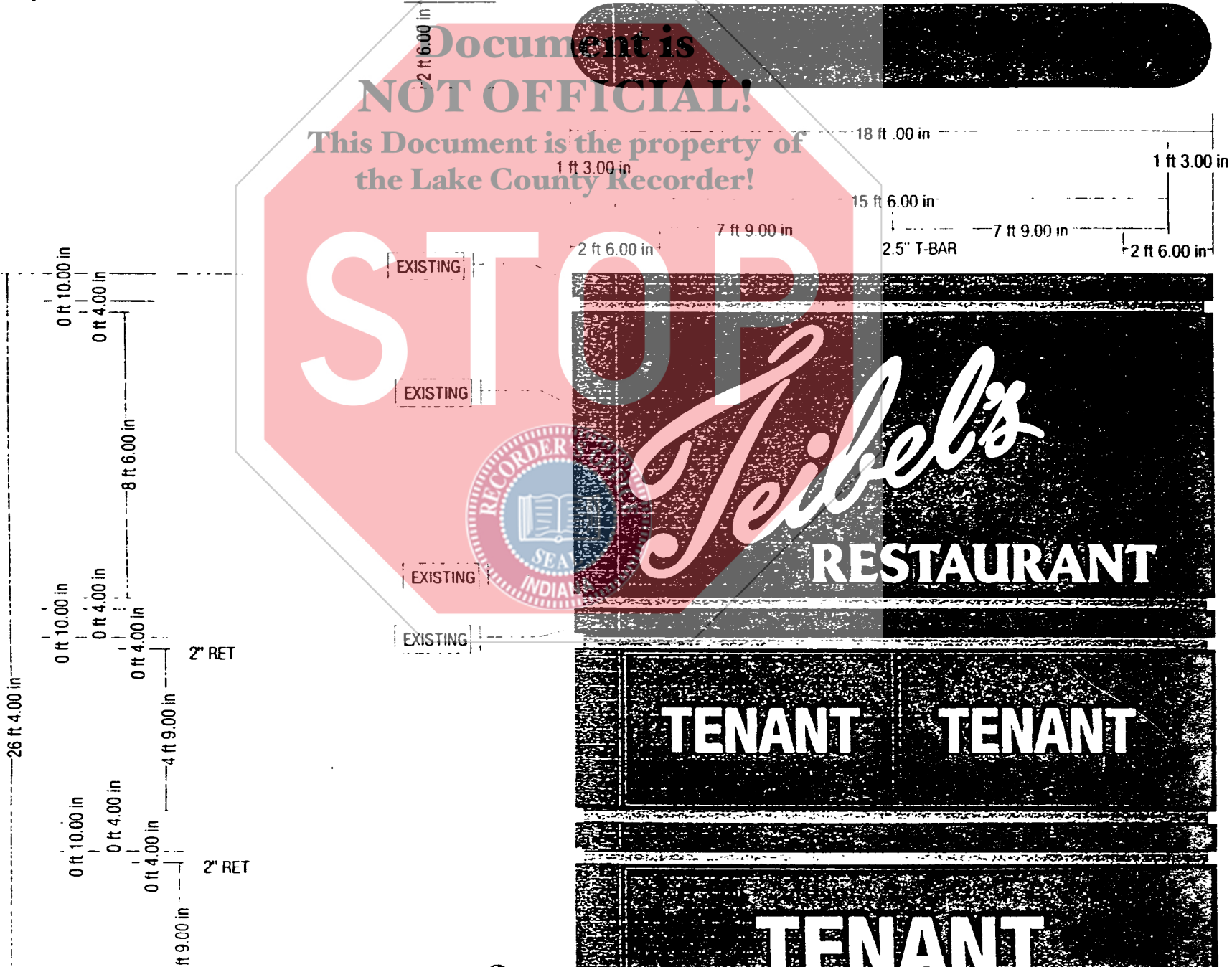
SERVICE DOORS & FLUSH DISCONNECT LOCATED ON BOTTOM OF SIGN

TOP VIEW 1/4"=1'-0"

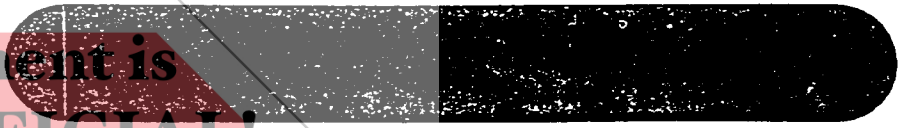
SALES ACCEPTANCE SIGNATURE DATE

CUSTOMER ACCEPTANCE SIGNATURE DATE

specifications, dimensions, samples exactly



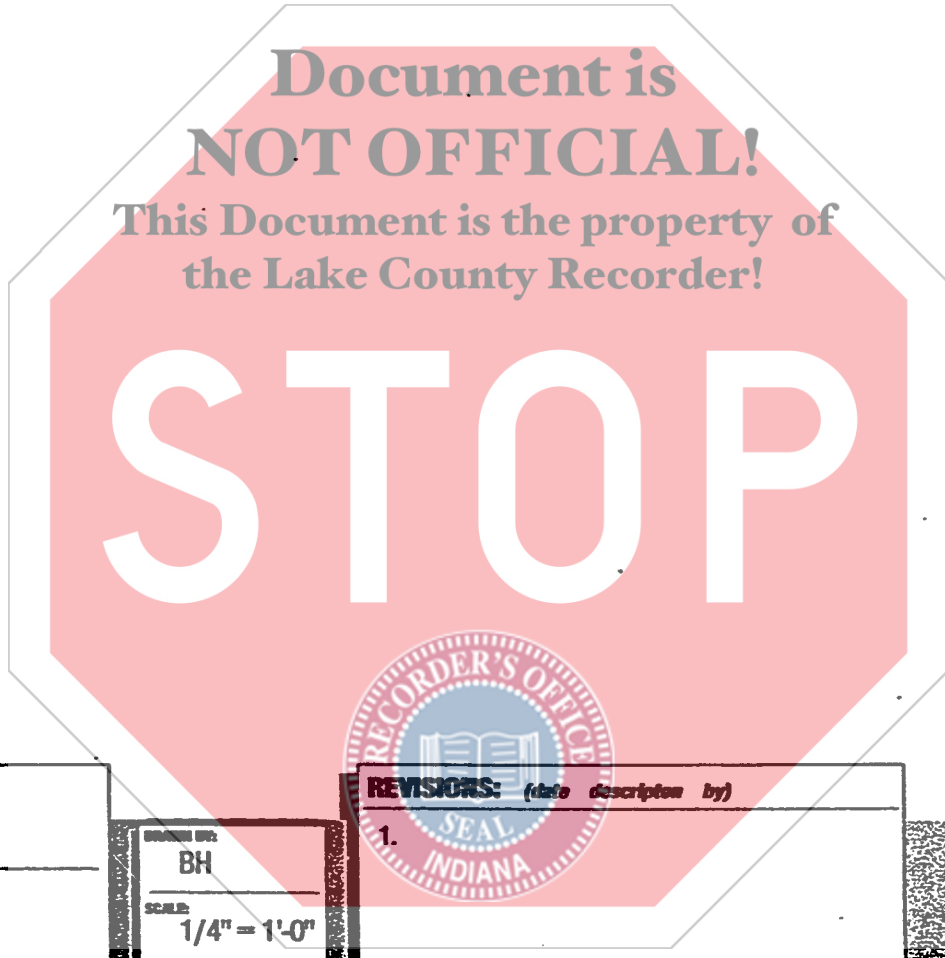
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**"TWO D.F. SIGNS/ INTER ILLUM/ ROUTED ALUCOBOND BACKED W/
1" PUSH THRU CLEAR PLEX W/VINYL FACES W/ INTER ILLUM REVEALS"**

- **SIGNCASE BKGD & POLE COVERS = RED 674 DUPONT**
- TENANT COPY = 1" PUSH THRU CLEAR PLEX W/ WHITE TRANS VINYL FACES**
- ILLUM REVEALS = CLEAR LEXAN BACKED W/ TRANS GOLD NUGGETT VINYL 230-141**



SKETCH #:
PG-2592-3

DATE:
03/31/00

CLIENT NAME:
TEIBEL'S

SITE LOCATION:
**ROUTE 41
SCHERERVILLE, IN**

DRAWN BY:
BH

SCALE:
1/4" = 1'-0"

REVISORS: *(date description by)*

1.

Landmark Sign group

7424 Industrial ave. chesterton, in 46304
219-762-9577 773-445-8800 fax 219-762-42
www.landmarksign.com

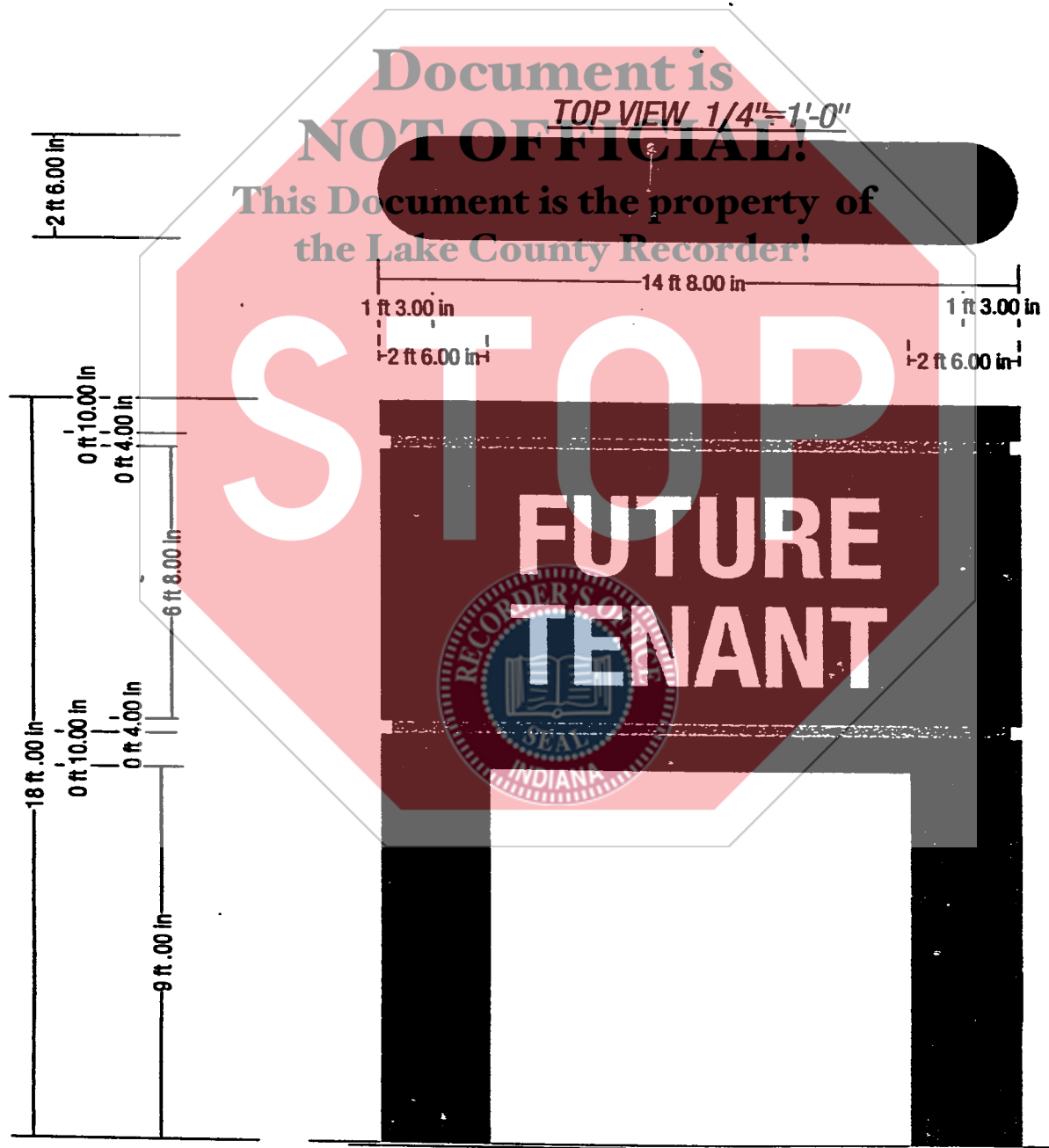
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Designed for 110 Volts  Compla

DATE
SALES ACCEPTANCE SIGNATURE

DATE
CUSTOMER ACCEPTANCE SIGNATURE

Specifications, dimensions,
samples exact.



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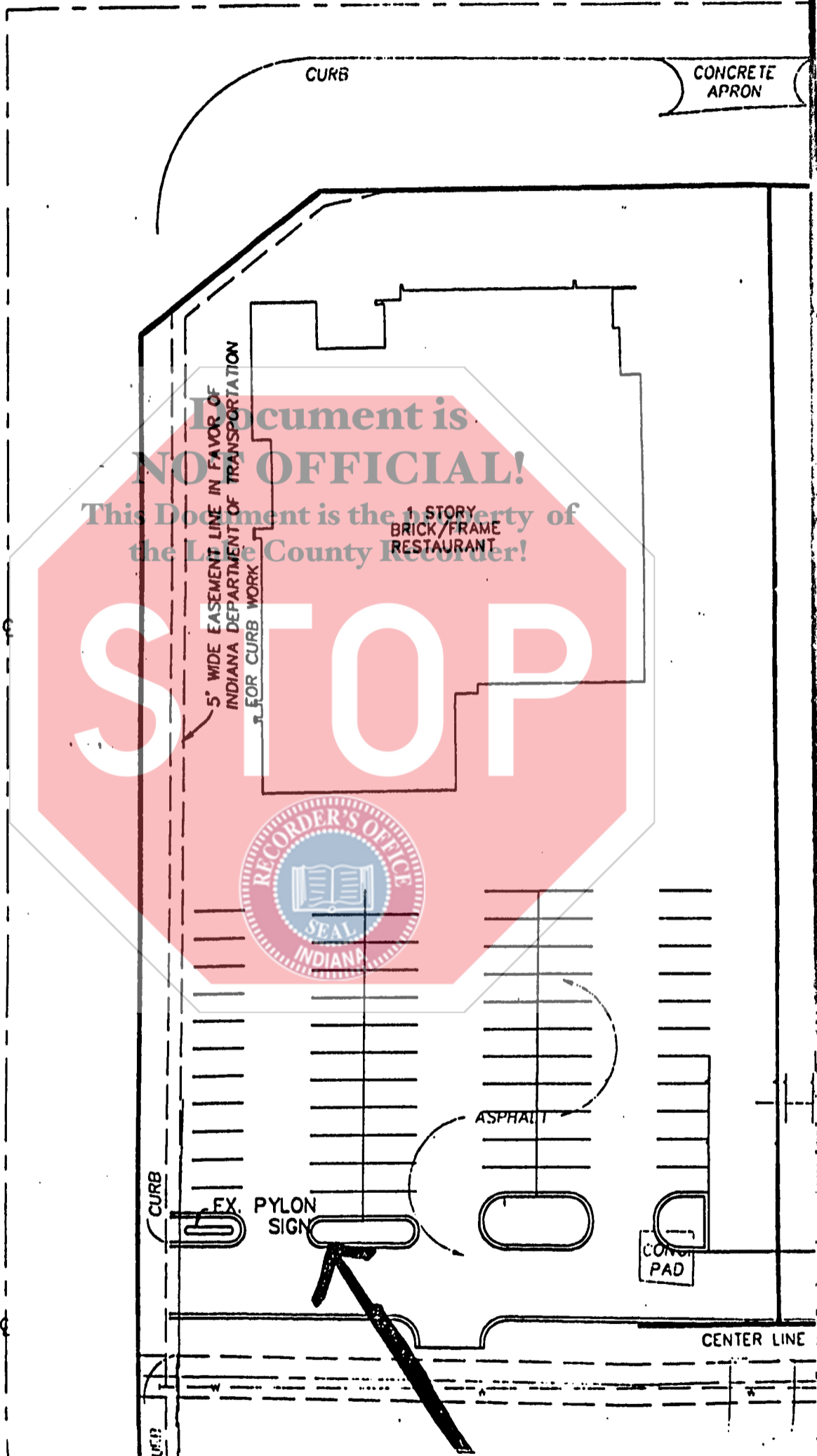
SERVICE DOORS
& FLUSH DISCONNECT
LOCATED ON
BOTTOM OF SIGN



STOP
FUTURE
TENANT



8/28/2000 Book: 89 Page: 19
Instrument Number: 2000-062159
EXHIBIT D TEIBELS SITE PLAN
Filed in the State of Indiana, County of Lake
By Recorder: MORRIS W. CARTER



ASPHALT

GRA

F.I.P.

EXISTING CHAIN LINK FENCE



SOUTH LINE OF SOUTHWEST 1/4 OF NORTHWEST 1/4 SECTION 16, T. 35 N., R. 9 W.

667.26'

F.I.P. 2.21'S

F.I.P. HELD

S 87°11'07.2" W 227.55'

S 07°36'24.2" W 75.78'

N 00°52'06.2" E 194.76'

195.50' MED.

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EXISTING CHAIN LINK FENCE

ASPHALT

20.0'



F.I.R. 0.74' N 1.92' W

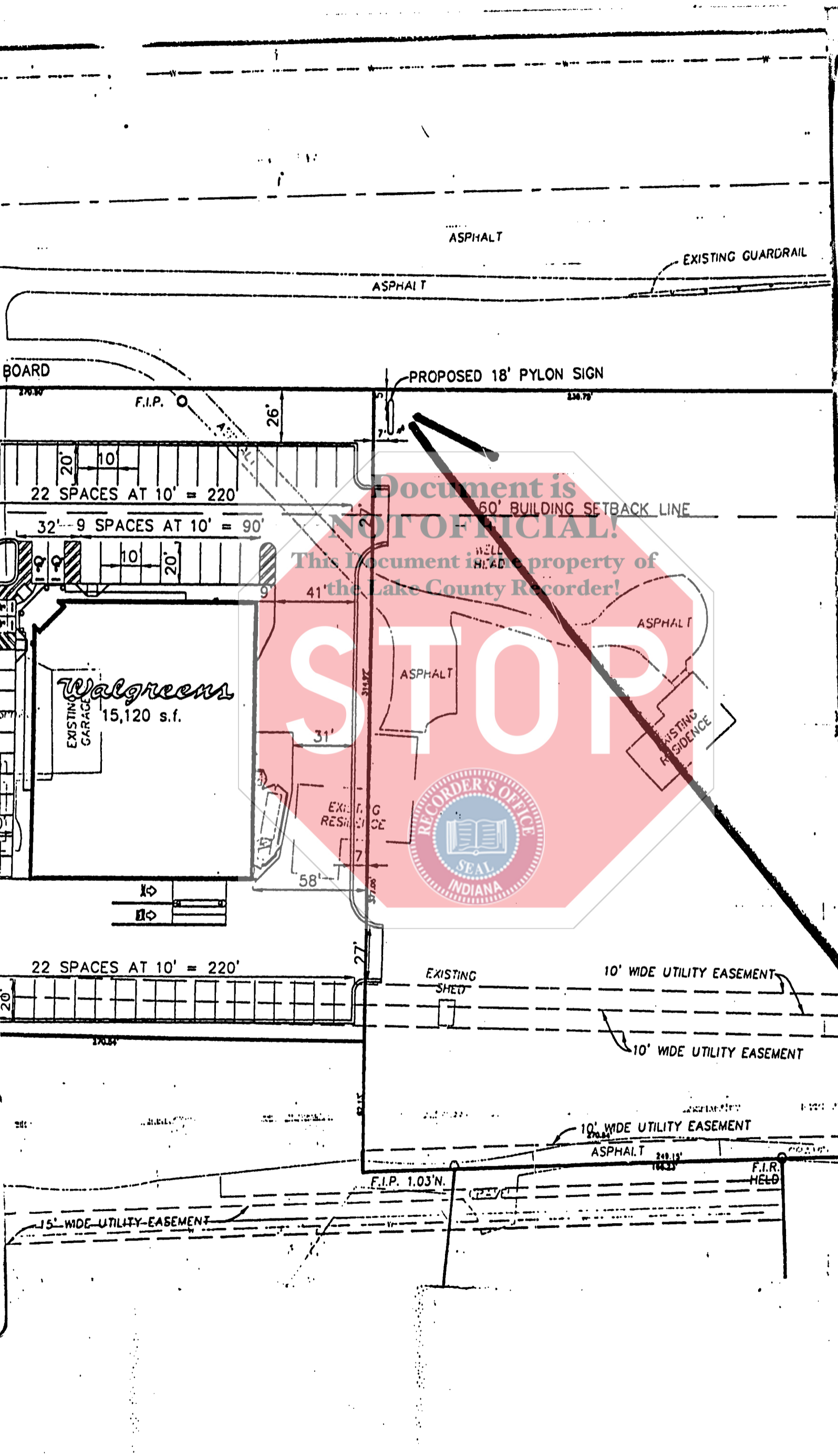
F.I.R. 0.00'S 1.63' W

F.I.R. 1.24' W 0.00'S

20.0'

20.0'

162.42'



EX 8" W.M.

ASPHALT

CURB

CONCRETE
APRON

CURB

ASPHALT

CURB

EXISTING
ENTRANCE

EX. PYLON
SIGN

ASPHALT

17'

17'

7'

30' R

42'

25' R

20'

10'

10'

25'

30' R

27'

30' R

27'

30' R

27'

30' R

27'

30' R

27'

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30' R

27'

30' R

27'

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STOP



ASPHALT

CURB

CONC.

EXISTING
RESIDENCE

CONC.
PAD

WELL
HEAD

WELL
HEAD

30' R

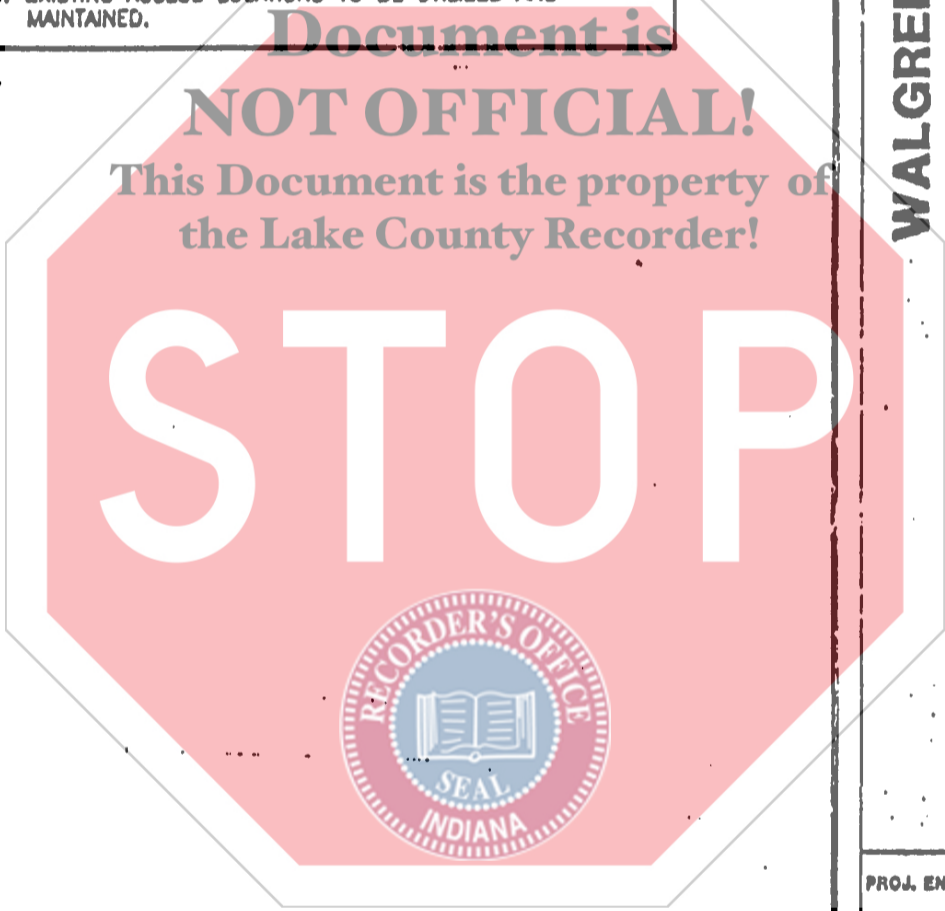
EXISTING
RETAINING WALL

EXISTING
1 STORY
BRICK & FRAME

OLD LINCOLN HIGHWAY

EX 8" W.M.

2. ALL PROPOSED CURB AND GUTTER SHALL BE 60" W. UNLESS OTHERWISE NOTED.
3. ALL RADII ARE MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
4. ALL RADII SHALL BE 30' MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
5. BUILDING DIMENSIONS AND AS PAVED PARKING AND UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION STAKING.
6. EXISTING TOPOGRAPHY PROVIDED BY KRULL & SON INC. CONTRACTOR TO FIELD CHECK EXISTING ELEVATIONS AND CONDITIONS PRIOR TO CONSTRUCTION.
7. CONTACT JOINT UTILITY COMPANY 1(800)382-5544 PRIOR TO DIGGING TO LOCATE ALL UTILITIES IN THE RIGHT OF WAY.
8. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER OR WATERMAIN LOCATIONS, SIZES, CONDITIONS AND ELEVATIONS AT PROPOSED POINTS OF CONNECTION PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
9. ALL PAVEMENT MARKINGS SHALL BE PAINTED 4" YELLOW TWO COATS, EXCEPT HANDICAP SYMBOLS. SEE SHEET 3 FOR HANDICAPPED SYMBOL PAINTING.
10. EXISTING ACCESS LOCATIONS TO BE UTILIZED AND MAINTAINED.



WALGREENS
SCHERERVILLE
SITE DIMENSIONAL PLAN

PROJ. ENG.	L.W.
DRAWN BY	J.D.H.
CHECKED BY	
DATE	
SCALE	1"=50'
SHEET	
2	6
OF	
WASV2	2133

Mar 27, 2000 - 11:54

Dwg Name:

\\Mcl_dg\dela\PROJECTS\wsv2\dwg\SITE-DIM.dwg

Updated By: jnomish

