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**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 <sup>effective</sup> 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**  
This Document is the property of the Lake County Recorder!

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.

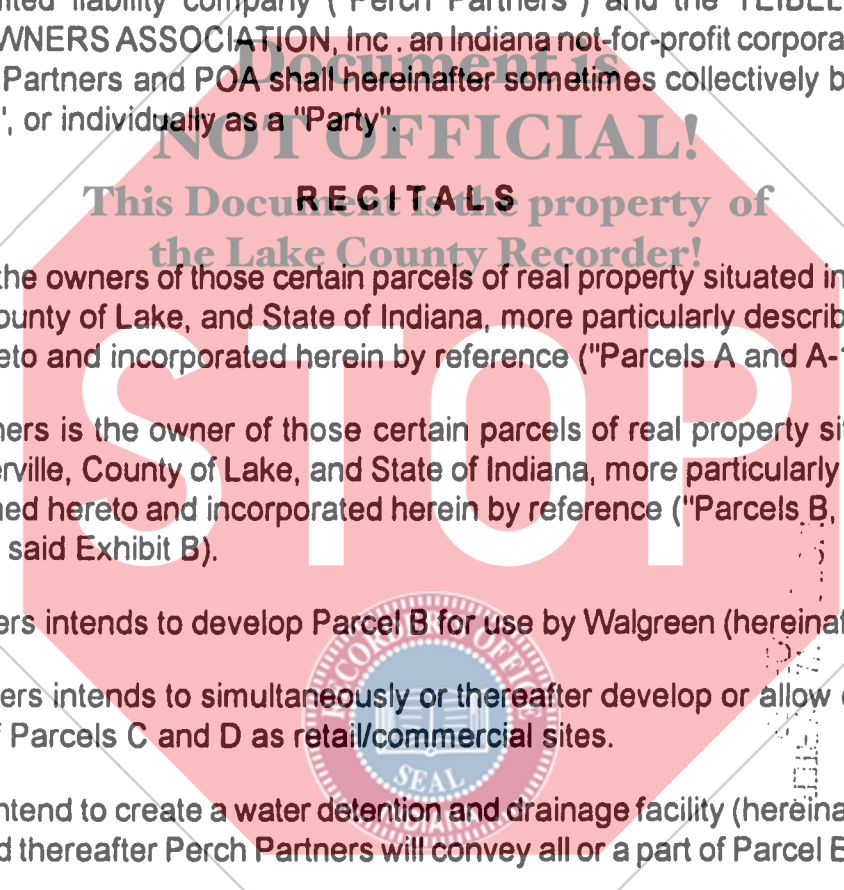
NOW, THEREFORE, in consideration of the above premises and the covenants herein contained, the Parties hereby covenant and agree with one another that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions 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/PG 29/18  
for exhibit "D" see plat BK/PG 29/15



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STATE OF INDIANA  
LAKE COUNTY  
AUG 28 2000

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