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NOT AN OFFICIAL DOCUMENT

STATE OF INC.

LAKE COURT

FILED FOR RECORD

2013 037811

2013 MAY 24 AM 9: 53

		MICHALL D. J. C. T.
Cross Reference: Instrument Nos County, Indiana Recorder	_ and	in the Office of the Eare
RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT		
THIS RECIPROCAL EASEMENT AND I "Agreement" is made and entered into this 7th SCHERERVILLE CROSSINGS, LLC a Delaware I "Developer"), and SCHERERVILLE (a Delaware I "Developer"), and (hereinafter referred to as "Adjacent Party").	RESTRICTIVE day of	/E COVENANT AGREEMENT (this 4/2 , 2013, by and between RB try company (hereinafter referred to as a limited liability company
RECTI	ALS:	
A. Developer is the owner of a certain pland is more particularly described on Exhibit "A" at (the "Developer Parcel").	arcel of land l ttached hereto	located in Lake County, Indiana, which o and incorporated herein by reference
B. Adjacent Party is the owner of a cert Parcel, which land is more particularly described on by reference (the "Adjacent Party Parcel"). The D sometimes singularly referred to as "Parcel" and coll to a Parcel is referred to herein as an "Owner" and "Owners". The Parcels are sometimes collectively ref	Exhibit "B" a eveloper Parc ectively as "P collectively:	cel and the Adjacent Party Parcel are Parcels". The owner of fee simple title such owners are referred to herein as
C. Developer and Adjacent Party desire casements for vehicular access, ingress, egress on, acconditions described below, and (ii) confirm other covparties in connection with the Parcels.	cross and over	lish mutual, reciprocal, non-exclusive the Project pursuant to the terms and ights which have been agreed to by the
D. Adjacent Party and Developer now of forth such casements, covenants and rights in more party.	desire to ente rticular detail.	er into this Agreement in order to set
NOW, THEREFORE, for and in consideratio covenants and agreements hereinafter contained, and and sufficiency of which are hereby acknowledged, the ARTIC	other good a e parties heret	and valuable consideration, the receipt to agree as follows:
RECIPROCAL EASEMENTS AN	ND PROPERT	TY COVENANTS MAY 23 2013
1.01 Reciprocal Easements.		PEGGY HOLINGA KATONA PEGGY HOLINGA KATONA PEGGY HOLINGA KATONA
 (a) Adjacent Party hereby grants: Owners of the Developer Parcel from time licensees, concessionaires, agents, employees 	and conveys to to time and s, invitees, suc	to the Developer, for the benefit of the their respective tenants, subtenants, eccessors and assigns, a non-exclusive,
RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT	31 CT AU	002957

perpetual and appurtenant easement and right-of-way on, across and over all areas of the Adjacent Party Parcel which from time to time are used as vehicular drives for vehicular access, ingress and egress, but not parking.

- (b) Developer hereby grants and conveys to Adjacent Party, for the benefit of the Owners of the Adjacent Party Parcel from time to time and their respective tenants, subtenants, licensees, concessionaires, agents, employees, invitees, successors and assigns, a non-exclusive, perpetual and appurtenant easement and right-of-way on, across and over all areas of the Developer Parcel which from time to time are used as vehicular drives for vehicular access, ingress and egress, but not parking.
- (c) The Owners agree not to construct barriers to vehicular access on or immediately adjacent to the common boundary lines between the Developer Parcel and the Adjacent Party Parcel, with the exception of traffic control devices (e.g., curbs) and landscaping which are consistent with the easement rights granted above. The Owners agree that the Parcels will be connected by vehicular drives in the two Access Points (Eastern and Western) depicted on the site plan, attached hereto as Exhibit "C" and incorporated herein by reference.
- 1.02 No Parking Rights. The reciprocal rights granted pursuant to Section 1.01 shall not include the right of either Owner to park vehicles within the areas of the Parcel owned by the other Owner designated from time to time as parking areas, and each Parcel must independently satisfy any laws, codes and ordinances concerning parking requirements without reliance on any parking spaces located on the other Parcel.
- 1.03 Maintenance and Taxes. The costs and expenses incurred in connection with any construction of roadways entrances or other improvements shall be borne entirely by the Owner of the Parcel or portion thereof upon which any such improvements are located. Likewise, ad valorem taxes and assessments, and similar requirements or incidentals of ownership, shall be borne by the Owner owning the Parcel or portion thereof to which such ad valorem taxes or assessments attach. Developer and Adjacent Party hereby agree that the cost of repairs of any damage to either Parcel shall be borne entirely by the Owner of the Parcel, unless such damage is caused by the intentional actions or willfull misconduct of the Owner of the other Parcel or any pairty seting by, through or under the Owner of the other Parcel.

ARTICLE II MISCELLANEOUS

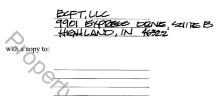
2.01 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Agreement, except as otherwise provided for herein, shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon one (1) business day after being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited on a paid basis with a nationally recognized overnight delivery service, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address shall be effective until the date of receipt thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Any such notice, election, demand, request or response, if given to Developer, shall be addressed as follows:

RB Schererville Crossings, LLC 1211 W. 22nd Street, Suite 300 Oak Brook, Illinois 60523 Attn: Property Management

with a copy to:

RB Schererville Crossings, LLC One Independent Drive, Suite 114 Jacksonville, Florida 32202-5019 Attn: Legal Department

and, if given to Adjacent Party, shall be addressed as follows:



- 2.02 No Joint Venture or Partnership. The parties do not intend by this Agreement to create a partnership or joint venture among themselves. No party to this Agreement is authorized to act as agent for any other party or to otherwise act on behalf of any other party.
- 2.03 Invalid Provisions to Affect No Others. If fulfillment of any provisions hereof or any transaction related hereto at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law, then inso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained is held unlawful, such clause or provision shall be stricken, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.
- 2.04 <u>Departure from Terms</u>. Any indulgence or departure at any time or by any party hereto from any of the provisions hereof or failure to exercise any of its rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by the other party. This Agreement may not be amended or modified except by a written instrument signed by the Owners and filed of record in the County where the Parcels are located.
- 2.05 Successors and Assigns. This Agreement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns; provided, however, after an Owner shall have conveyed its Parcel, such Owner shall be released from any duties, obligations or liabilities that accrue with respect to the particular Parcel conveyed from and after the date of the conveyance.

- Law Governing. The laws of the State of Indiana shall govern the interpretation, validity and enforceability hereof.
- Captions. Titles or captions of articles, sections or paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
- Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which taken together shall constitute one instrument.
- Estoppel. If requested to do so in writing by a party to this Agreement, the other party shall execute and deliver, within twenty (20) days of receipt of such request, estoppel certificates to a lender proposing to lend funds secured by all or a portion of the Parcel of the requesting party, to a party proposing to lease all or a portion of the Parcel of the requesting party (or improvements located thereon) or to a party proposing to purchase all or a portion of the Parcel owned by the requesting party, which certify, if true (and if not true, explains why not): (i) that this Agreement is in full force and effect and has not been modified or amended; (ii) that the applicable party has not delivered any notice of default under o at. ement, c garding th.

 Orlow Columbia Recorded this Agreement to another party; (iii) that, to the knowledge of such party, there is no outstanding default under this Agreement, or if such party has knowledge of a default, specifying such default; and (iv) other information regarding this Agreement reasonably requested by such prospective lender, tenant or purchaser.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

DEVELOPER:

RB SCHERERVILLE CROSSINGS, LLC,

a Delaware limited liability company

Regency Realty Group, Inc., a Florida corporation its managing member

> By: Name: Title:

Property or lake County Recorder

) SS:	
COUNTY OF DUPAGE)	
	strictive Covenant, Agreement was acknowledged
before me this 7th day of May	, 2013, by Nick Wildenmeyer
Vice President of Regency Realty Group, Inc., a F	lorida corporation, in its capacity as the managing
member of RB Schererville Crossings, LLC, a Dela	ware limited liability company, on behalf of said
limited liability company and corporation.	
	Mfones
	y Public, State of Indiana ILLINOIS
My Commission Expires:	
11/15/2016	Official Seal
	M Torres Notary Public State of Illinois
/	My Commission Expires 11/15/2016
STATE OF) SS:	***************************************
COUNTY OF LAKE)	
COUNTY OF THE	
The foregoing Reciprocal Easement and Re-	strictive Covenant, Agreement was acknowledged
before me this 12th day of APPLIL OF BEF INDIANA HIGHER HABRITY & OF	, 2013, by JAMES /HOMES,
INDIANA LIMITED LIABUTY Co , OI	behalf of said MANAGER
INDIANA MIMITED MABILITY CO., "	7 MATHOCA
0,5	JOAN D SMITH
	Public, State of Indiana. My Commission Expires
My Commission Expires:	December 15, 2018
Dec 15, 2018	and the second
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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Steven D. Hardin.

To Dan. This instrument prepared by Steven D. Hardin, Esq., Faegre Baker Daniels, LLP, 600 E. 96th Street, Suite 600, Indianapolis, IN 46240 (317) 569-9600.

Exhibits:

Exhibit "A" - Developer Parcel Exhibit "B" - Adjacent Party Parcel

Exhibit "C" - Site Plan

STATE OF ILLINOIS

EXHIBIT "A"

THE DEVELOPER PARCEL

THE SHOPS ON MAIN, NORTH DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, ALSO BEING A PART OF LOT 1 OF HACKEL'S ADDITION BEING A SUBDIVISION RECORDED OCTOBER 22, 2002, AS DOCUMENT 2002095080 IN PLAT BOOK 92, PAGE 68, IN THE OFFICE OF THE LAKE COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF LOT LOF HACKEL'S ADDITION BEING A SUBDIVISION RECORDED OCTOBER 22, 2002, AS DOCUMENT 2002095080 IN PLAT BOOK 92, PAGE 68, IN THE OFFICE OF THE LAKE COUNTY RECORDER: THENCE NORTH 00 DEGREES 24 MINUTES 02 SECONDS WEST (ASSUMED BEARING) ALONG THE WESTERN LINE OF SAID LOT 1, ALSO BEING THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY NO. 41, A DISTANCE OF 758.68 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 1, SAID POINT LYING 360.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 36 SECONDS EAST PARALLEL WITH AND 360 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF SAID QUARTER SECTION, ALSO BEING THE NORTHERN LINE OF SAID LOT 1, 619.79 FEET TO A POINT LYING 670.00 FEET EASTERLY OF (MEASURED PERPENDICULAR TO) THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 00 DEGREES 28 MINUTES 47 SECONDS WEST PARALLEL WITH AND 670 FEET EASTERLY OF THE WEST LINE OF SAID QUARTER SECTION 320,06 FEET TO A POINT LYING 40.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 36 SECONDS EAST PARALLEL WITH AND 40 FEET SOUTHERLY OF THE NORTH LINE OF SAID QUARTER SECTION 543.69 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST 320.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 IN HACKEL'S ADDITION; THENCE CONTINUING SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG THE EASTERN LINE OF SAID LOT 1 IN HACKEL'S ADDITION 638.00 FEET TO A CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 30 MINUTES 18 SECONDS WEST ALONG A SOUTHERN LINE OF SAID LOT 1 A DISTANCE OF 117.00 FEET TO A CORNER OF SAID LOT 1: THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG AN EASTERN LINE OF SAID LOT 1 A DISTANCE OF 117.00 FEET TO THE SOUTHERN LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE SOUTHERN LINE OF SAID LOT 1 A DISTANCE OF 1038.84 FEET TO THE POINT OF BEGINNING, CONTAINING 23.79 ACRES, MORE OR LESS.

EXCEPTING THEREFROM:

THE NORTH 35 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 60 FEET OF THE WEST 910 FEET OF THE NORTH 360 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA, EXCEPT THE NORTH 40 FEET THEREOF,

ALSO EXCEPTING THEREFROM;

THE NORTH 35.00 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 60 FEET OF THE WEST 970 FEET (EXCEPT THE NORTH 40.0 FEET THEREOF) OF THE NORTH 360.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4. TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA.

ALSO EXCEPTING THEREFROM;

THE NORTH 35 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE: THE EAST 60.0 FEET OF THE WEST 1,030.0 FEET (EXCEPT THE NORTH 40.0 FEET THEREOF) OF THE NORTH 360.0 FEET TO THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA

ALSO EXCEPTING THEREFROM;

THE EAST 60 FEET OF THE WEST 1090.0 FEET, (EXCEPT THE NORTH 40.0 FEET THEREOF) OF THE NORTH 360.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE SOUTH 75.0 FEET.

ALSO EXCEPTING THEREFROM:

A PART OF THE NORTH 360.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS EAST 66.00 FEET ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION TO THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 36 NORTH RANGE 9 WEST; THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST 1,148.09 FEET ALONG SAID NORTH LINE TO THE PROLONGED EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 0 DEGREES 08 MINUTES 59 SECONDS EAST 40.00 FEET ALONG SAID PROLONGED EAST LINE TO THE SOUTH BOUNDARY OF MAIN STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 0 DEGREES 08 MINUTES 59 SECONDS

EAST 25.00 FEET ALONG THE EAST LINE OF THE OWNER'S LAND; THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS WEST 102.06 FEET PARALLEL WITH THE NORTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 0 DEGREES 33 MINUTES 15 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS WEST 21.08 FEET PARALLEL WITH SAID NORTH SECTION LINE TO THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 0 DEGREES 36 MINUTES 32 SECONDS WEST 35.01 FEET ALONG SAID WEST LINE TO THE SOUTH BOUNDARY OF SAID MAIN STREET; THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS EAST 123.54 FEET ALONG THE BOUNDARY OF SAID MAIN STREET TO THE POINT OF BEGINNING.

THE SHOPS ON MAIN, SOUTH DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF LOT 1 OF HACKEL'S ADDITION BEING A SUBDIVISION RECORDED OCTOBER 22, 2002, AS DOCUMENT 2002095080 IN PLAT BOOK 92, PAGE 68, IN THE OFFICE OF THE LAKE COUNTY RECORDER: THENCE SOUTH 00 DEGREES 24 MINUTES 02 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTHERLY EXTENSION OF THE WESTERN LINE OF SAID LOT 1, ALSO BEING THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY NO. 41, A DISTANCE OF 33.00 FEET TO A POINT LYING 33.00 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTHERN LINE OF LOT I IN SAID HACKELS' ADDITION AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 30 MINUTES 18 SECONDS EAST PARALLEL WITH AND 33 FEET SOUTHERLY OF (MEASURED PERPENDICULAR TO) THE SOUTHERN LINE OF LOT 1 IN SAID HACKEL'S ADDITION 1188.63 FEET TO THE WESTERN LINE OF THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY PROPERTY ("RAILROAD") CONVEYED BY WARRANTY DEED RECORDED OCTOBER 20, 1908, IN DEED RECORD 137, PAGE 313, IN THE OFFICE OF THE LAKE COUNTY RECORDER: THENCE SOUTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG THE WESTERN LINE OF SAID "RAILROAD" PROPERTY 418.02 FEET TO THE SOUTH LINE OF THE NORTH WEST OUARTER OF THE NORTHWEST OUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 30 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 1185.86 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 41; THENCE NORTH 00 DEGREES 24 MINUTES 02 SECONDS WEST ALONG THE EASTERN RIGHT-OF-WAY LINE OF US HIGHWAY 41 A DISTANCE OF 418.05 FEET TO THE POINT OF Corder BEGINNING, CONTAINING 11.393 ACRES, MORE OR LESS.

EXHIBIT "B"

ADJACENT PARTY PARCEL

LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 4. TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, INCLUDING LOT 1, REPLAT OF MAIN STREET ADDITION, TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 87, PAGE 74 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 36 MINUTES 32 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 75.59 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 51.41 FEET TO THE POINT OF BEGINNING: THENCE NORTH 57 DEGREES 53 MINUTES 39 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 35.84 FEET; THENCE NORTH 69 DEGREES 56 MINUTES 12 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 42.35 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS EAST, ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 249.63 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 39 SECONDS EAST, A DISTANCE OF 320.01 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 02 SECONDS WEST, PARALLEL TO THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 320.01 FEET, TO A POINT ON THE EAST RIGHT-OF -WAY LINE OF U.S. ROUTE 41: THENCE NORTH 00 DEGREES 23 MINUTES 39 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 285.59 FEET, TO THE POINT OF BEGINNING, County Pecorder CONTAINING 2.327 ACRES, MORE OR LESS, ALL IN THE TOWN OF SCHERERVILLE,

LAKE COUNTY INDIANA.

