

15

482/2640  
CTIC-CLG2

4/38

LAKE, IN  
Property 198, 252/1004,  
256, 261

**SPECIAL WARRANTY DEED**

THIS INDENTURE, made as of September 8, 1995, from MARTIN OIL MARKETING, LTD., an Illinois limited partnership, P.O. Box 298, Blue Island, Illinois 60406 ("Grantor"), to WILLIAM J. McENERY, as Trustee of the William J. McEnery Revocable Trust dated April 22, 1993, 160 South LaGrange Road, Frankfort, Illinois 60423 ("Grantee"), WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto Grantee, and to its successors and assigns FOREVER, all of that certain real estate situated in the County of Lake and State of Indiana known and described in Exhibit A attached hereto and made a part hereof, together with all and singular improvements and fixtures located thereon, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises, with the hereditament and appurtenances (collectively, the "Real Property").

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

TO HAVE AND TO HOLD the Real Property unto Grantee, and to its successors and assigns in Fee Simple forever.

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, and to its successors and assigns that it has not done or suffered to be done, anything whereby the Real Property hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND FOREVER DEFEND the title and quiet possession to the Real Property against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject only to all covenants, restrictions, easements, reservations and other exceptions set forth in Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

Grantor certifies that there is no Indiana gross income tax due or payable in connection with this conveyance.

IN WITNESS WHEREOF, said party of the first part has caused its name to be duly signed to this Special Warranty Deed by its General Partner the day and year first above written.

MARTIN OIL MARKETING, LTD., an Illinois limited partnership

By: MARTIN MARKETING CORPORATION  
an Illinois corporation, Its General Partner

By: Thomas A. Floyd  
Thomas A. Floyd, Its Senior Vice President,  
Finance and Administration

FILED ACCEPTANCE FOR TRANSFER  
SEP 22 1995  
SAM ORLICH  
AUDITOR LAKE COUNTY

Chicago Title Insurance Company

95057168

95 SEP 22 PM 1:40

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

001493

38  
CT

STATE OF ILLINOIS )  
 )SS,  
COUNTY OF COOK )

I, Donald W. Schupek, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas A. Floyd, the Senior Vice President, Finance and Administration of Martin Marketing Corporation, as general partner of Martin Oil Marketing, Ltd., an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of September, 1995.

*Donald W. Schupek*  
Notary Public

**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder's Office

My commission expires on  
10-6-96

**OFFICIAL SEAL**  
**DONALD W. SCHUPEK**  
**NOTARY PUBLIC, STATE OF ILLINOIS**  
**My Commission Expires 10-6-96**

**STOP**

This instrument was prepared by  
Leslie M. Beck  
Martin Oil Marketing, Ltd.  
4501 West 127th Street  
Alsip, Illinois 60658

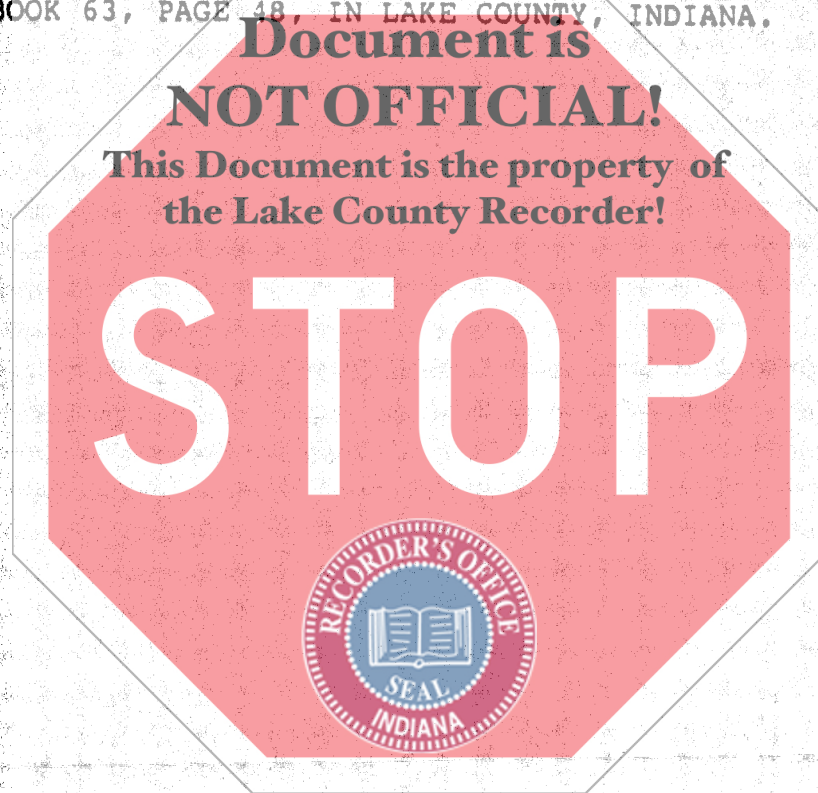


After recording this instrument  
should be returned to:  
Richard E. Burke  
Wolfenson, Schouter & Burke  
Suite 201  
11950 South Harlem Avenue  
Palos Heights, IL 60463

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 1 AND OUTLOT "A", MOBIL OIL CORPORATION SUBDIVISION, AS SHOWN IN  
PLAT BOOK 63, PAGE 48, IN LAKE COUNTY, INDIANA.



**KEY NO.: 35-420-1 and 3**

**ADDRESS: 4045 Calumet Avenue, Hammond, Indiana**

**EXHIBIT A**

**LEGAL DESCRIPTION**

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30 AND THE EAST LINE OF SAID SECTION 19; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 500 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF U. S. HIGHWAY #30, A DISTANCE OF 1466.39 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST 15 ACRES OF THAT PART OF THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 7 WEST OF THE 2ND P. M. LYING NORTH OF THE CENTER LINE OF 83RD AVENUE, THENCE NORTH 00 DEGREES 01 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 15 ACRES, 500.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY #30; THENCE EAST ALONG THE SOUTH LINE OF SAID HIGHWAY 1466.21 FEET TO THE POINT OF BEGINNING.



KEY NO: 53-5-74, 53-5-79

ADDRESS: Rt. 30 & Grand Avenue, Lake County, Indiana

**EXHIBIT A****LEGAL DESCRIPTION**

PARCEL 1: PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT 30 FEET EAST OF THE WEST LINE OF SAID SE 1/4 AND 30 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4; THENCE SOUTH ON A LINE PARALLEL TO AND 30 FEET EAST OF THE WEST LINE OF SAID SE 1/4 A DISTANCE OF 139 FEET; THENCE EAST ON A LINE PARALLEL TO AND 169 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4 A DISTANCE OF 330 FEET; THENCE NORTH ON A LINE PARALLEL TO AND 360 FEET EAST OF THE WEST LINE OF SAID SE 1/4 A DISTANCE OF 139 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY #330 (ALSO KNOWN AS 73RD AVENUE AND OLD LINCOLN WAY); THENCE WEST ON SAID RIGHT-OF-WAY LINE WHICH IS PARALLEL TO AND 30 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4 A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION OF THE LAND DESCRIBED IN WARRANTY DEED RECORDED MARCH 12, 1993, AS DOCUMENT NO. 93015997.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT FOR COMMERCIAL ENTRANCE DATED JULY 24, 1990 AND RECORDED AUGUST 23, 1990 AS DOCUMENT NO. 119393, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS: PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET EAST OF THE WEST LINE AND 169 FEET SOUTH OF THE NORTH LINE OF THE SE 1/4; THENCE SOUTH ON A LINE PARALLEL TO AND 30 FEET EAST OF THE WEST LINE OF SAID SE 1/4 A DISTANCE OF 45.0 FEET; THENCE EAST ON A LINE PARALLEL TO AND 214 FEET SOUTH OF THE NORTH LINE OF SAID SE 1/4 A DISTANCE OF 65 FEET; THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SE 1/4 A DISTANCE OF 45.0 FEET; THENCE WEST PARALLEL TO SAID NORTH LINE OF SAID SE 1/4 A DISTANCE OF 65 FEET TO THE POINT OF BEGINNING, SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

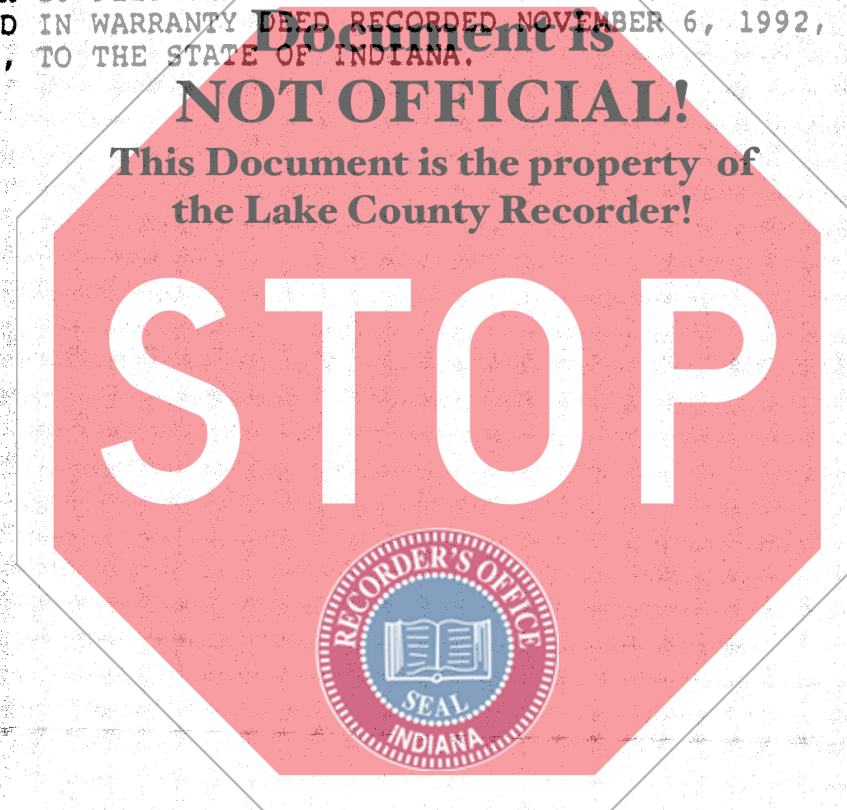
KEY NO.: 15-116-77

ADDRESS: 7305 Taft Street, Merrillville, Indiana

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE SOUTH 290 FEET OF THE WEST 260 FEET OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE  
SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM  
THE SOUTH 10 FEET THEREOF AND EXCEPTING THAT PORTION OF THE LAND  
DESCRIBED IN WARRANTY DEED RECORDED NOVEMBER 6, 1992, AS DOCUMENT NO.  
92070501, TO THE STATE OF INDIANA.



**KEY NO.:** 15-0116-0065

**ADDRESS:** Northeast intersection of U.S. Highway 55 (Taft Street) and  
Old Lincoln Highway (73d Avenue), Merrillville, Indiana

EXHIBIT B

PERMITTED EXCEPTIONS

1. General real estate taxes for the second half of 1994 and subsequent years.

TERMS AND PROVISIONS OF A PERMANENT RIGHT OF WAY EASEMENT RECORDED OCTOBER 13, 1955 IN MISCELLANEOUS RECORD 972, PAGE 309, AS DOCUMENT NO. 877777, MADE BY AND BETWEEN SOCONY MOBIL OIL COMPANY, INC., AND THE STATE OF INDIANA, GRANTING A PERMANENT RIGHT OF WAY EASEMENT AFFECTING THE SOUTH 40 FEET OF THE LAND HEREIN DESCRIBED AND FURTHER GRANTING THAT THE GRANTORS SHALL HAVE ACCESS TO THEIR PROPERTY ABUTTING ON 141ST STREET LYING BETWEEN THE WEST LINES OF SECTION 19 AND 30 AND A LINE 550 FEET EAST THEREOF, GRANTORS SHALL HAVE THE RIGHT AND PRIVILEGE OF CONSTRUCTING RAMPS AND DRIVE-WAYS FROM SAID 141ST STREET TO THEIR ABUTTING PROPERTY SUBJECT HOWEVER TO THE APPROVAL OF THE DESIGN AND PLANS OF SUCH RAMPS AND DRIVE-WAYS BY THE TRAFFIC DEPARTMENT OF THE STATE HIGHWAY COMMISSION, IF SUCH APPROVAL IS REQUIRED.

A 25 FOOT BUILDING LINE AFFECTING THE SOUTH 25 FEET OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION.

A 25 FOOT BUILDING LINE AFFECTING THE WEST SIDE OF LOT 1 OF THE LAND AS SHOWN ON THE PLAT OF SUBDIVISION.

TERMS AND PROVISIONS OF AN EASEMENT AGREEMENT MADE BY MOBILE OIL CORPORATION, A NEW YORK CORPORATION, TO WOLVERINE PIPELINE COMPANY, A DELAWARE CORPORATION, RECORDED ON DECEMBER 10, 1969 AS DOCUMENT NO. 41566, GRANTING AN EASEMENT FOR PIPELINES, DESCRIBING THE FOLLOWING LAND:

THE SOUTH HALF OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF HAMMOND, COUNTY OF LAKE AND STATE OF INDIANA.

NOTE: THE ABOVE EASEMENT HAS BEEN PARTLY RELEASED AS TO THE LAND EXCEPT THE SOUTH 40 FEET THEREOF, AS EVIDENCED IN PARTIAL RELEASE AGREEMENT RECORDED JULY 9, 1987, AS DOCUMENT NO. 927072, MADE BY WOLVERINE PIPE LINE COMPANY.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

1. General real estate taxes for second half of 1994 and subsequent years.

RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

RIGHTS OF WAY FOR ANY ROADS, HIGHWAYS, STREETS OR ALLEYS.

RIGHTS OF THE PUBLIC AND THE GOVERNMENT AGENCIES HAVING JURISDICTION OVER ROADS IN AND TO THAT PART OF THE LAND LYING WITHIN GRAND AVENUE (STATE HIGHWAY NO. 51).

NOTE FOR INFORMATION:

U. S. HIGHWAY NO. 30 ADJOINING THE NORTH SIDE OF THE LAND IS A LIMITED ACCESS HIGHWAY AND ACCESS THERETO IS NOT GUARANTEED.

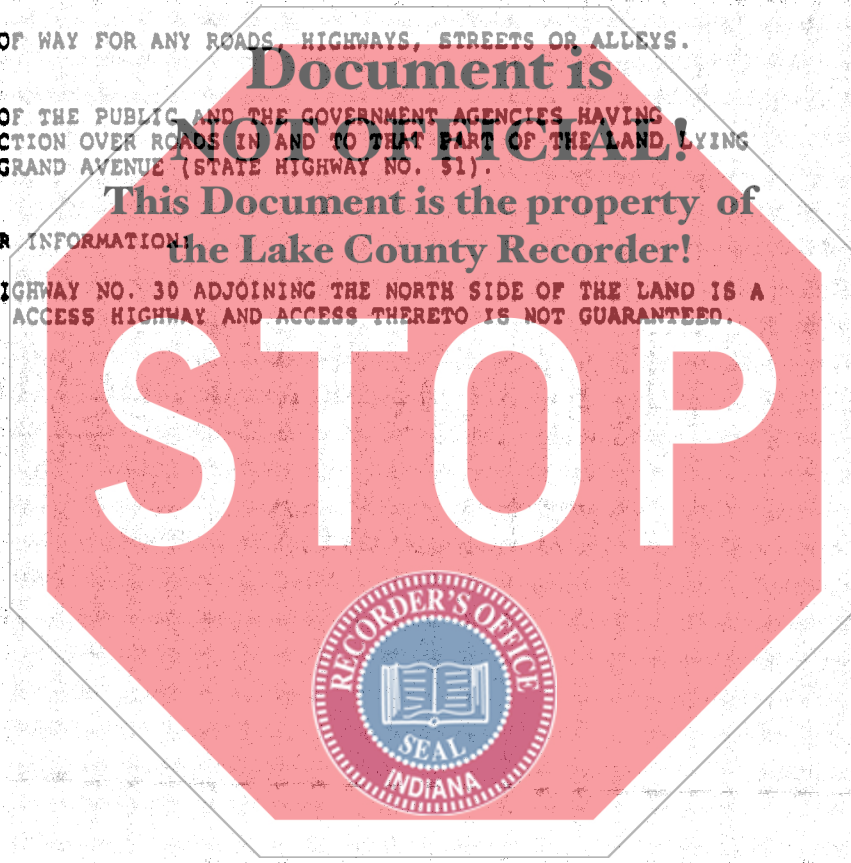




EXHIBIT B

PERMITTED EXCEPTIONS

Page 1 of 3

- 1. General real estate taxes for the second half of 1994 and subsequent years.

INDEPENDENCE HILL CONSERVANCY DISTRICT ASSESSMENT FOR 1994 PAYABLE IN 1995, MAY INSTALLMENT PAID IN THE AMOUNT OF \$9.65; NOVEMBER INSTALLMENT UNPAID IN THE AMOUNT OF \$9.65.

(AFFECTS PARCEL 1 OF THE LAND).

INDEPENDENCE HILL CONSERVANCY DISTRICT ASSESSMENT FOR 1995 PAYABLE IN 1996, NOT YET DUE AND PAYABLE.

NOTE: INDEPENDENCE HILL CONSERVANCY DISTRICT ASSESSMENT FOR 1994 PAYABLE IN 1995 WAS PAID IN THE AMOUNT OF \$196.14.

(AFFECTS PARCEL 2 OF THE LAND AND OTHER REAL ESTATE).

RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

RIGHTS OF WAY FOR ANY ROADS, HIGHWAYS, STREETS OR ALLEYS.

RIGHTS OF THE PUBLIC AND THE GOVERNMENT AGENCIES HAVING JURISDICTION OVER ROADS IN AND TO THAT PART OF THE LAND LYING WITHIN STATE ROAD NO. 55, ALSO KNOWN AS TAFT STREET, IF ANY.

(AFFECTS PARCELS 1 AND 2 OF THE LAND).

~~EASEMENT IN PERPETUITY FOR HIGHWAY PURPOSES GRANTED IN QUIT CLAIM DEED DATED FEBRUARY 20, 1969 AND RECORDED MARCH 5, 1970, AS DOCUMENT NO. 51464, MADE BY EDWARD L. HANSEN AND MARY ANN HANSEN, HUSBAND AND WIFE, TO THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, INDIANA.~~

~~(AFFECTS THE NORTH 7 FEET OF PARCEL 1 OF THE LAND).~~

TERMS AND PROVISIONS OF AN EASEMENT FOR UNDERGROUND UTILITIES RECORDED AUGUST 23, 1990 AS DOCUMENT NO. 119392, TO EDWARD L. HANSEN AND MARY ANN HANSEN, HUSBAND AND WIFE, DESCRIBING THE FOLLOWING LAND: THE WESTERLY FIFTEEN FEET (15') OF PARCEL 1 OF

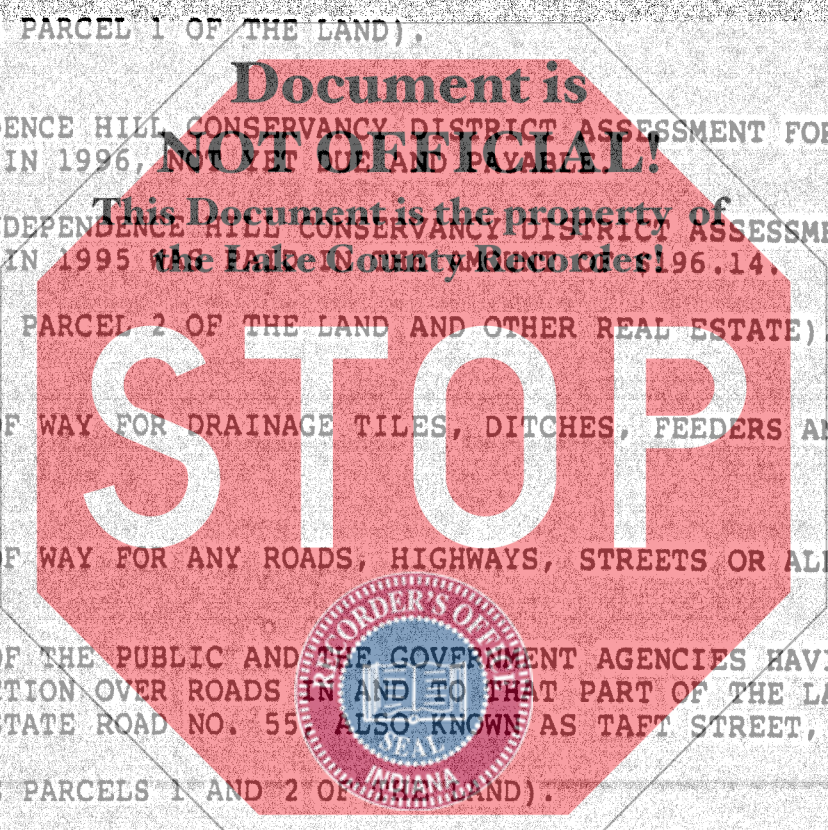


EXHIBIT B

PERMITTED EXCEPTIONS

Page 2 of 3

THE LAND, BEING ADJACENT TO AND PARALLEL WITH TAFT STREET.

NOTE: THE DRAWING ATTACHED TO SAID DOCUMENT INDICATES THE EASEMENT AFFECTS THE EAST 15 FEET OF THE WEST 35 FEET OF PARCEL 1 OF THE LAND.

(FOR FURTHER PARTICULARS, SEE RECORD).

~~POWER POLES AND OVERHEAD ELECTRIC LINES AS INDICATED ON SURVEY PREPARED BY ROBERT A. KRULL, REGISTERED LAND SURVEYOR, DATED JANUARY 2, 1990.~~

~~(AFFECTS PARCEL 1 OF THE LAND).~~

RIGHTS OF THE PUBLIC AND ADJOINING LANDOWNERS IN AND TO THE FREE AND UNINTERRUPTED FLOW OF A DITCH AND ANY LIMITATION ON THE USE OF THE LAND CAUSED BY REASON OF THE EXISTENCE OF THE DITCH AS INDICATED ON SURVEY PREPARED BY ROBERT A. KRULL, REGISTERED LAND SURVEYOR, DATED JANUARY 2, 1990.

(AFFECTS THE EASTERLY SIDE OF PARCEL 1 OF THE LAND).

TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT HEREBY INSURED CONTAINED IN THE INSTRUMENTS CREATING SAID EASEMENT.

NOTE FOR INFORMATION:

WARRANTY DEED DATED AUGUST 7, 1992 AND RECORDED MARCH 12, 1993 AS DOCUMENT NO. 93015997, MADE BY MARTIN OIL MARKETING, LTD., AN ILLINOIS LIMITED PARTNERSHIP, TO STATE OF INDIANA, DESCRIBES:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 50.00 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION TO THE PROLONGED BOUNDARY OF S. R. 55; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 30.00 FEET ALONG THE PROLONGED BOUNDARY OF SAID S. R. 55 TO THE NORTH BOUNDARY OF 73RD AVE. AND THE POINT OF BEGINNING OF THIS DESCRIPTION: THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 310.00 FEET ALONG THE BOUNDARY

EXHIBIT B

## PERMITTED EXCEPTIONS

Page 3 of 3

OF SAID 73RD AVE. TO THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 10.00 FEET ALONG THE EAST LINE OF THE OWNER'S LAND; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS WEST 269.98 FEET; THENCE SOUTH 62 DEGREES 15 MINUTES 16 SECONDS WEST 45.22 FEET TO THE WEST LINE OF THE OWNER'S LAND; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 31.03 FEET ALONG THE WEST LINE OF THE OWNER'S LAND TO THE POINT OF BEGINNING AND CONTAINING 0.081 ACRES MORE OR LESS.

**This Document is the property of**

**the Lake County Recorder**

TERMS AND PROVISIONS OF A TEMPORARY EASEMENT FOR THE PURPOSE OF CONSTRUCTING A DRIVEWAY FOR SERVICE TO GRANTORS' PRIVATE PROPERTY (TO REVERT TO THE GRANTORS UPON COMPLETION OF PROJECT), MADE BY EDWARD L. HANSEN, MARY ANN HANSEN AND THOMAS TREVISOLO TO STATE OF INDIANA, DATED JANUARY 29, 1992 AND RECORDED APRIL 22, 1992 AS DOCUMENT NO. 92024374, DESCRIBING THE FOLLOWING LAND:

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA, THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 169.00 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 50.00 FEET TO THE NORTHWEST CORNER OF THE OWNER'S LAND, WHICH POINT IS ON THE EASTERN BOUNDARY OF S. R. 55; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 7.03 FEET ALONG THE BOUNDARY OF SAID S. R. 55 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 10.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 10.00 FEET TO THE BOUNDARY OF SAID S. R. 55; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.023 ACRES, MORE OR LESS.

(AFFECTS PARCEL 2 OF THE LAND).

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

Page 1 of 4

1. General real estate taxes for the second half of 1994 and subsequent years.

RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

RIGHTS OF WAY FOR ANY ROADS, HIGHWAYS, STREETS OR ALLEYS.

RIGHTS OF THE PUBLIC AND THE GOVERNMENT AGENCIES HAVING JURISDICTION OVER ROADS IN AND TO THAT PART OF THE LAND LYING WITHIN TAFT STREET, ALSO KNOWN AS STATE ROAD #55.

RIGHTS OF THE PUBLIC AND THE GOVERNMENT AGENCIES HAVING JURISDICTION OVER ROADS IN AND TO THAT PART OF THE LAND LYING WITHIN COUNTY ROAD 330, ALSO KNOWN AS OLD LINCOLN WAY, ALSO KNOWN AS 73RD AVENUE.

EASEMENT FOR TWO INCH GAS MAIN RUNNING ALONG THE WEST SIDE OF THE LAND AND LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 55, AS SHOWN ON PLAT OF SURVEY BY W. T. MAMELSON, DATED JUNE 19, 1975.

NORTHERN INDIANA PUBLIC SERVICE COMPANY GAS MAINS AND VALVES LOCATED ON THE SOUTH AND WEST SIDES OF THE LAND AND LYING WITHIN OLD LINCOLN HIGHWAY AS INDICATED ON PLAT OF SURVEY DATED MARCH 20, 1973, MADE BY ROBERT A. NOWICKI.

TRAFFIC SIGNAL POLE LOCATED AT SOUTHWESTERN CORNER OF THE LAND AS INDICATED ON PLAT OF SURVEY DATED MARCH 20, 1973, MADE BY ROBERT A. NOWICKI.

TRAFFIC CONTROL BOX POST LOCATED NEAR SOUTHWESTERN BOUNDARY OF THE LAND, AS INDICATED ON PLAT OF SURVEY DATED MARCH 20, 1973, MADE BY ROBERT A. NOWICKI.

FOUR MANHOLES NEAR THE SOUTHWESTERN CORNER OF THE LAND AND LYING WITHIN OLD LINCOLN HIGHWAY AS INDICATED ON PLAT OF SURVEY DATED MARCH 20, 1973, MADE BY ROBERT A. NOWICKI.

EXHIBIT B

PERMITTED EXCEPTIONS

Page 2 of 4

MERRILLVILLE CONSERVANCY DISTRICT ASSESSMENT FOR 1994 PAYABLE IN 1995, MAY INSTALLMENT PAID IN THE AMOUNT OF \$881.73; NOVEMBER INSTALLMENT UNPAID IN THE AMOUNT OF \$881.73. (KEY NO. 15-116-64). (TAX UNIT NO. 8)

(AFFECTS THE LAND AND OTHER REAL ESTATE).

MERRILLVILLE CONSERVANCY DISTRICT ASSESSMENT FOR 1995 PAYABLE IN 1996, NOT YET DUE AND PAYABLE.

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

EASEMENT DATED MARCH 18, 1976 AND RECORDED JUNE 1, 1976 AS DOCUMENT NO. 352709, MADE BY AND BETWEEN STRACK & VAN TIL SUPER MARKET, INC., AN INDIANA CORPORATION, AND INDEPENDENCE HILL CONSERVANCY DISTRICT, MERRILLVILLE, INDIANA, GRANTING A PERPETUAL RIGHT-OF-WAY AND EASEMENT, AND A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES ONLY ON ONE SIDE OF THE PERPETUAL EASEMENT TO MAKE THE ORIGINAL INSTALLATION, WITH THE RIGHT, PRIVILEGE AND AUTHORITY IN GRANTEE TO ENTER UPON, DIG, LAY, ERECT, CONSTRUCT, INSTALL, RECONSTRUCT, OPERATE, MAINTAIN, PATROL, CONTINUE, REPAIR, REPLACE AND RENEW A SEWER LINE WITH METERING DEVICE OR STRUCTURE ENCLOSING SAME, AS A PART OF THE GRANTEE DISTRICT'S SYSTEM AND WORKS FOR THE COLLECTION, CARRIAGE, TREATMENT AND DISPOSAL OF THE WASTE, SEWAGE, GARBAGE, AND REFUSE OF THE DISTRICT, WITH ALL NECESSARY AND CONVENIENT EQUIPMENT, FACILITIES, SERVICE PIPES, LINES AND CONNECTIONS THEREFOR, AND TO OPERATE BY MEANS THEREOF A SYSTEM FOR SUCH COLLECTION, CARRIAGE, TREATMENT AND DISPOSAL, AS SHALL BE HEREAFTER LOCATED AND CONSTRUCTED IN, ON, UPON, ALONG, UNDER, OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE OWNED BY GRANTOR AND SITUATED IN LAKE COUNTY, INDIANA, TO-WIT:

PROJECT EASEMENT NO. 4. PERMANENT EASEMENT. THE NORTH 20 FEET OF THE SOUTH 53 FEET OF THE WEST 585 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M.

PROJECT EASEMENT NO. 5. TEMPORARY EASEMENT. THE NORTH 35 FEET OF THE SOUTH 88 FEET OF THE WEST 600 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS EASEMENT DOCUMENT THE GRANTOR HEREIN SHALL HAVE THE RIGHT TO CONSTRUCT AND MAINTAIN A ROADWAY OR OTHER PAVEMENT OR DRIVEWAY ENTRANCES OR EXITS, OR CULVERTS OR OTHER UTILITIES OVER SAID EASEMENTS, AND GRANTEE HEREIN BY ACCEPTING THIS GRANT OF EASEMENT RECOGNIZES THIS RIGHT TO BE BINDING ON ITSELF AND ITS SUCCESSORS AND ASSIGNS.

EXHIBIT B

## PERMITTED EXCEPTIONS

Page 3 of 4

NOTE FOR INFORMATION: WARRANTY DEED DATED AUGUST 7, 1992 AND RECORDED NOVEMBER 5, 1992, AS DOCUMENT NO. 92070501, MADE BY VAN TIL'S SUPERMARKET, INC., A/K/A TILLAND PARTNERSHIP, TO STATE OF INDIANA, TO-WIT:

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 50.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE PROLONGED BOUNDARY OF S. R. 55; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 30.00 FEET ALONG THE PROLONGED BOUNDARY OF S. R. 55 TO THE POINT OF BEGINNING OF THIS DESCRIPTION, WHICH POINT IS WHERE THE NORTH BOUNDARY OF 73RD AVENUE INTERSECTS THE EAST BOUNDARY OF SAID S. R. 55; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 33.97 FEET ALONG THE BOUNDARY OF SAID S. R. 55; THENCE SOUTH 60 DEGREES 48 MINUTES 01 SECOND EAST 28.61 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 285.00 FEET; THENCE SOUTH 81 DEGREES 54 MINUTES 15 SECONDS EAST 141.42 FEET TO THE NORTH BOUNDARY OF SAID 73RD AVENUE; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS WEST 449.98 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING AND CONTAINING 0.178 ACRES, MORE OR LESS.

EASEMENT CONTAINED IN WARRANTY DEED DATED AUGUST 7, 1992 AND RECORDED NOVEMBER 6, 1992, AS DOCUMENT NO. 92070501, MADE BY VAN TIL'S SUPERMARKET, INC., A/K/A TILLAND PARTNERSHIP, TO STATE OF INDIANA, AS FOLLOWS:

AN EASEMENT IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE: A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 50.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO THE PROLONGED EAST BOUNDARY OF S. R. 55; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 63.97 FEET ALONG THE PROLONGED BOUNDARY AND THE BOUNDARY OF SAID S. R. 55; THENCE SOUTH 60 DEGREES 48 MINUTES 01 SECOND EAST 28.61 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 180.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 02 MINUTES 03 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST 50.00 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 03 SECONDS EAST 10.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 57 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.011 ACRES, MORE OR LESS, FOR THE

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

Page 4 of 4

PURPOSE OF CONSTRUCTING A DRIVEWAY FOR SERVICE TO THE OWNER'S PRIVATE PROPERTY, WHICH EASEMENT WILL REVERT TO THE OWNERS UPON COMPLETION OF THE ABOVE DESIGNATED PROJECT.

COVENANTS AND CONDITIONS CONTAINED IN CORPORATE WARRANTY DEED DATED MAY 26, 1994 AND RECORDED JUNE 2, 1994, AS DOCUMENT NO. 94041275, MADE BY AND BETWEEN VAN TIL'S SUPER MARKET, INC., AN INDIANA CORPORATION, AND MARTIN OIL MARKETING, LTD., AN ILLINOIS LIMITED PARTNERSHIP, PROVIDING:

THE FOLLOWING OPERATIONS ARE NOT BE PERMITTED ON THE REAL ESTATE DESCRIBED HEREIN:

- (1) A FILM SALES AND PROCESSING BUSINESS BUT THIS PROVISION SHALL NOT PRECLUDE THE SELLING OF FILM IN THE MAIN BUILDING OCCUPIED BY THE OWNER;
- (2) A RETAIL DRUG STORE AND/OR A PHARMACY BUSINESS;
- (3) A SUPER-MARKET OR SELF-SERVE GROCERY STORE IN EXCESS OF THREE THOUSAND (3,000) SQUARE FEET.

THESE RESTRICTIVE COVENANTS SHALL BEGIN ON THE DATE OF THIS DEED AND SHALL BE APPURTENANT AND RUN WITH THE LAND FOR A PERIOD OF TWENTY-FIVE (25) CONSECUTIVE YEARS. UPON THE TWENTY-FIFTH (25TH) ANNIVERSARY OF THESE COVENANTS, SAID RESTRICTIVE COVENANTS CONTAINED HEREIN SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

VAN TIL'S SUPER MARKET, INC., AND/OR ANY SUCCESSOR(S) IN TITLE OF THE ADJACENT REAL ESTATE OF WHICH THE WITHIN DESCRIBED REAL ESTATE IS PRESENTLY A PART, FOR WHOSE BENEFIT THESE PROTECTIVE COVENANTS INURE, SHALL HAVE THE RIGHT IN THE EVENT OF VIOLATION OR BREACH OF SAME TO PROSECUTE A PROCEEDING AT LAW OR IN EQUITY AGAINST THE PERSON, PERSONS, OR OTHER ENTITY WHO HAVE VIOLATED OR ARE ATTEMPTING TO VIOLATE SAME AND TO ENJOIN OR PREVENT THEM FROM DOING SO AND TO CAUSE SAID VIOLATION(S) TO BE REMEDIED OR TO RECOVER DAMAGES FOR SAID VIOLATION(S) IN ANY LEGAL OR EQUITABLE PROCEEDING TO ENFORCE OR RESTRAIN THE VIOLATION(S) OF THESE COVENANTS, THE LOSING PARTY OR PARTIES SHALL PAY THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE PREVAILING PARTY OR PARTIES. NO DELAY OR FAILURE ON THE PART OF AN AGGRIEVED PARTY TO INVOKE ANY AVAILABLE REMEDY IN RESPECT FOR A VIOLATION OF ANY OF THE COVENANTS SHALL BE HELD TO BE A WAIVER BY THE PARTY (OR AN ESTOPPEL OF THAT PARTY TO ASSERT) ANY RIGHT AVAILABLE TO HIM/IT UPON THE RECURRENCE OR CONTINUANCE OF SAID VIOLATION(S) OR THE OCCURRENCE OF A DIFFERENT VIOLATION.