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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CARTER  
RECORDER

**NO-LIEN AGREEMENT**

**Pursuant to I.C. 32-8-3-1**

THIS NO-LIEN AGREEMENT entered into this 23<sup>rd</sup> day of Sept., 1997, by and between MEIJER, INC. and MEIJER REALTY COMPANY, Michigan Corporations, 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49504, parties of the first part and **CHERRY CREEK NURSERY, INC.**, 25310 S. Stoney Island Ave., Crete, IL 60417 ("the Trade Contractor") party of the second part:

**WITNESSETH:**

WHEREAS, Owner and Trade Contractor have on this date entered into an agreement (the "Trade Contract") wherein Trade Contractor agrees to construct on a no-lien basis certain improvements on land located at 611 U.S. Highway 30, Merrillville, Indiana; and

WHEREAS, this No-Lien Agreement is executed pursuant to the terms and provisions of the Trade Contract and to comply with the requirements of Indiana Code 32-8-3-1.

NOW, THEREFORE, in consideration of the execution of the Trade Contract, the mutual promises contained in the Trade Contract and in this Agreement, and the Payment to Trade Contractor of the sum of Ten Dollars (\$10), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Meijer, Inc. or Meijer Realty Company, is the owner in fee simple of the land described in Exhibit "A" attached hereto and incorporated herein (the "Site") located in Lake County, Indiana, whose address is 611 U.S. Highway 30, Merrillville, IN 46410.
2. Trade Contractor, for itself and all parties claiming by or through Trade Contractor who would be entitled to liens as provided in Indiana Code 32-8-3-1:
  - a) Agrees with Owner that no liens shall attach to the Site or to any part thereof or to any building or other improvements now existing or to be constructed thereon in favor of any subcontractor, mechanic, journeyman, laborer, materialman, vendor, lessor of equipment, tools or machinery or any other party who may perform or furnish labor, work, services, material, equipment, tools or machinery (or any other labor, material or services which may result in a lien) for the Site and/or construction of a building or other improvements thereon (collectively "Third Parties");

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- b) Hereby waives all right to or claim of a lien on the Site or any part thereof for such labor, work, services, material, equipment, tools or machinery or any other matter which might otherwise support a lien, performed or furnished by Third Parties;
  - c) This No-Lien Agreement shall also extend to extras, additions, modifications, or changes to the Trade Contract.
3. Meijer, Inc. and Trade Contractor acknowledge their execution simultaneously herewith of the Trade Contract wherein Trade Contractor has agreed to construct a building and other improvements on the Site, which work is to be performed pursuant to the Trade Contract and this No-Lien Agreement.
  4. This Agreement and the Trade Contract shall be binding on and inure to the benefit of Meijer, Inc., Meijer Realty Company and Trade Contractor and their respective successors and assigns.

IN WITNESS WHEREOF, Meijer, Inc., Meijer Realty Company and Trade Contractor have caused this Agreement to be executed on the date first above written.

**CHERRY CREEK NURSERY, INC.  
TRADE CONTRACTOR**

Dated: 8-16-97 By: *Steve Van Baren* President  
Steve Van Baren  
President

STATE OF IL  
COUNTY OF Will

Before me, a Notary Public within and for the State of IL, duly commissioned and qualified, personally appeared Steve Van Baren, the President of Cherry Creek Nursery, Inc., who acknowledged the execution of the foregoing No-Lien Agreement and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 16th day of August, 1997.

*Lori Van Baren*  
Notary Public (Signature)

Lori Van Baren  
(Named Printed)  
Residing in Will County  
My Commission Expires: 2-27-99



<sup>the</sup> MEIJER, INC.

Dated: Sept. 23, 1997

By: *Susan Vanderploeg*  
Susan Vanderploeg  
Vice President

STATE OF MICHIGAN  
COUNTY OF KENT

Before me, a Notary Public within and for the State of Michigan, duly commission and qualified, personally appeared Susan Vanderploeg, the Vice President of Meijer, Inc., who acknowledged the execution of the foregoing No-Lien Agreement and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 23<sup>rd</sup> day of Sept., 1997.

*Tracie L. Chapin*  
Notary Public (Signature)

Tracie L. Chapin  
(Name Printed)

Residing in Kent County  
My Commission Expires: 01/14/99

<sup>the</sup> MEIJER REALTY COMPANY

Dated: Sept. 23, 1997

By: *Susan Vanderploeg*  
Susan Vanderploeg  
Vice President

STATE OF MICHIGAN  
COUNTY OF KENT

Before me, a Notary Public within and for the State of Michigan, duly commission and qualified, personally appeared Susan Vanderploeg, the Vice President of Meijer Realty Company who acknowledged the execution of the foregoing No-Lien Agreement and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 23<sup>rd</sup> day of Sept., 1997.

*Tracie L. Chapin*  
Notary Public (Signature)

Tracie L. Chapin  
(Name Printed)

Residing in Kent County  
My Commission Expires: 01/14/99

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Tracie Chapin  
Meijer, Inc.  
2929 Walker Avenue, NW  
Grand Rapids, MI 49504  
Phone: (616) 791-5962

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Legal Description  
of Meijer #165 Parcel  
Merrillville, IN

Located in the south 1/2 of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, in the Town of Merrillville, Lake County, Indiana, including Lots 1 through 7 of the plat of Hoosier Plaza as shown in Plat Liber 72, Pages 24 & 25, and being a tract of land more particularly described as follows:

Commencing at the intersection of the south line of U.S. 30 (Lincoln Highway) and the west line of Merrillville Road as shown on the plat of Hoosier Plaza recorded in Plat Liber 72, Pgs. 24-25; thence along said west line, South 14°49'00" West, for 1195.47 feet to the south line of said Hoosier Plaza; thence along said south line, South 89°50'29" East, for 51.68 feet to the centerline of Merrillville Road; thence along said centerline, South 15°20'48" West, for 597.68 feet; thence North 83°06'03" West, for 1173.13 feet; thence North 00°36'57" West, for 936.42 feet to the south line of land conveyed to Ford Leasing Development Company by indenture recorded in Doc. No. 57193; thence along said south line, South 89°42'56" East, for 890.02 feet, thence along the east line of said Ford Leasing Development Company land, North 00°36'57" West, for 660.00 feet to the south line of U.S. 30; thence along said south line, South 89°42'56" East, for 377.06 feet to a point of curvature; thence on a curve to the left having a radius of 67501.61 feet a central angle of 0°31'56" and being subtended by a chord which bears South 89°58'54" East 626.94 feet, for an arc distance of 626.94 feet to the Point of Beginning, containing 43.784 acres, more or less.