

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. C...
RECORDS

NO-LIEN AGREEMENT
Pursuant to I.C. 32-8-3-1

THIS NO-LIEN AGREEMENT entered into this 3rd day of June, 1998, 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 **OHIO CEILING & PARTITION CO.**, 1740 Commerce Rd., Holland, OH 43528 ("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 10138 Indianapolis Blvd., Highland, 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 10138 Indianapolis Blvd., in Highland, IN 46322.
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 and represents to Meijer, Inc. and Meijer Realty Company 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");

1500 Km
CK# 2456863

b) Hereby waives all right to or claim of a lien on the Site or any part thereof or to any buildings or other improvements now existing or to be constructed thereon 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.

6/09 1998

Document is NOT OFFICIAL! OHIO CEILING & PARTITION CO. TRADE CONTRACTOR This Document is the property of the Lake County Recorder!

Dated: 6.3.98

By: [Signature] Charles E. Rajner Vice President

STATE OF Ohio COUNTY OF Lucas

Before me, a Notary Public within and for the State of Ohio, duly commissioned and qualified, personally appeared Charles E. Rajner, the Vice-President of OCP Contractors, 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 3rd day of June, 1998.

[Signature] Kerry Anne Puhl (Zappone) Notary Public (Signature)

Kerry Anne Puhl (Zappone) (Named Printed) Residing in Lucas County My Commission Expires: 12-10-2001

KERRY ANNE ZAPPONE Notary Public, State of Ohio My Commission Expires 12-10-2001

Dated: June 24, 1998

MEIJER, INC.

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 commissioned 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 24th day of June, 1998.

Tracie L. Chapin
Notary Public (Signature)

Tracie L. Chapin
(Name Printed)

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

This Document is the property of
the Lake County Recorder!

Dated: June 24, 1998

MEIJER REALTY COMPANY

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 commissioned 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 24th day of June, 1998.

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) 791-5533



**Legal Description
of Meijer #170 Parcel
Highland, IN**

Part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 36 North, Range 9 West of the 2nd Principal Meridian being more particularly described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 32; thence along the North line of said Southeast quarter, North $89^{\circ}13'56''$ West, for 84.97 feet to an iron set at the west right of way line of U.S. Highway 41 (Indianapolis Boulevard) and the Point of Beginning of the tract of land described herein; thence along said west right-of-way line, South $04^{\circ}08'30''$ East for 457.65 feet to an iron set; thence continuing along said right-of-way line South $00^{\circ}03'22''$ East, for 466.63 feet to an iron set at a point of curvature; thence continuing along said right-of-way line on a curve to the right for an arc length of 344.59 feet (344.88' Rec.), said curve having a radius of 17138.73 feet, a central angle of $1^{\circ}09'07''$ ($01^{\circ}09'11''$ Rec.), and a long chord bearing South $00^{\circ}22'07''$ West, for 344.58 feet to an iron set on the north right-of-way line of Ramblewood Drive as conveyed to the Town of Highland by Trustee's deed recorded in Doc. No. 95-048189; thence along the north right-of-way line of said Ramblewood Drive, South $73^{\circ}57'20''$ West, for 35.54 feet ($S73^{\circ}57'30''W$ 34.59' Rec.) to an iron set; thence North $89^{\circ}14'18''$ West, for 130.61 feet ($N89^{\circ}14'08''W$ 130.61' Rec.) to an iron set; thence South $89^{\circ}24'15''$ West, for 211.06 feet ($S89^{\circ}24'25''W$ 211.06' Rec.) to an iron set; thence North $89^{\circ}14'18''$ West, for 403.91 feet ($N89^{\circ}14'08''W$ 403.89' Rec.) to an iron set at a point of curvature; thence on a curve to the left for an arc length of 153.08 feet, said curve having a radius of 286.01 feet, a central angle of $30^{\circ}40'01''$, and a long chord bearing South $75^{\circ}25'40''$ West, for 151.26 feet to an iron set on the south line of said Northeast Quarter of the Southeast Quarter; thence continuing along said south line, North $89^{\circ}14'18''$ West, for 18.81 feet ($N89^{\circ}14'08''W$ 18.81' Rec.) to an iron set; thence North $38^{\circ}50'53''$ West, for 104.78 feet to an iron set at a point of curvature; thence on a curve to the right for an arc length of 317.88 feet (317.85' Rec.), said curve having a radius of 470.00 feet, a central angle of $38^{\circ}45'04''$, and a long chord bearing North $19^{\circ}28'21''$ West, for 311.85 feet to an iron set; thence North $00^{\circ}06'03''$ West, for 849.29 feet to an iron set on the south line of a 100' NIPSCO Easement as recorded in D.B. 620, Pg. 453; thence along said south line, South $89^{\circ}13'56''$ East, for 319.90 feet to an iron set; thence North $00^{\circ}06'03''$ West, for 100.01 feet to an iron set on the north line of said Southeast Quarter of Section 32, thence along said north line, South $89^{\circ}13'56''$ East, for 765.12 feet to the Point of Beginning. Containing 31.675 acres, more or less.