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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

SPECIAL
WARRANTY DEED 2005 052745

2005 JUN 27 AM 11:14

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

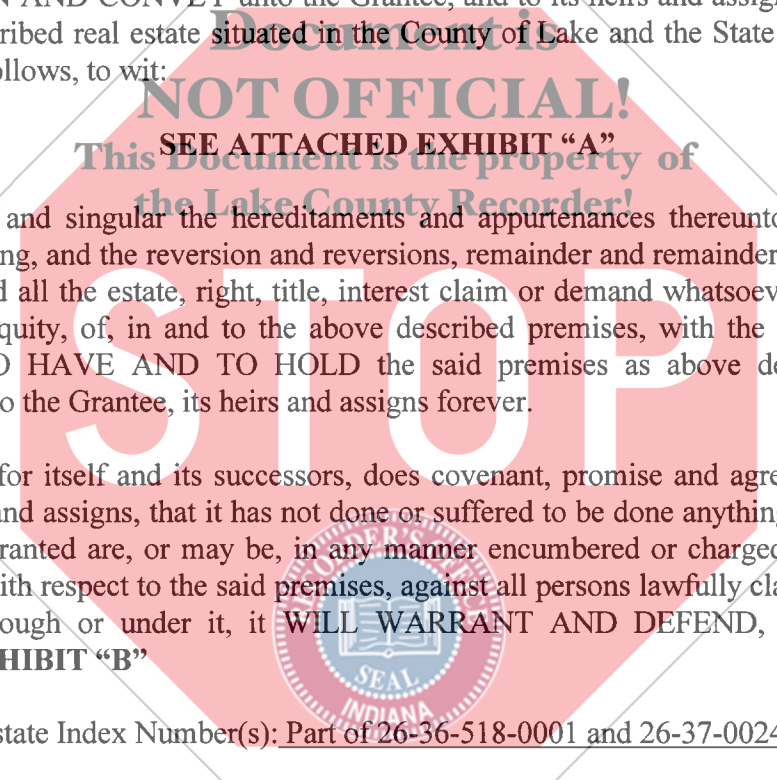
AFTER RECORDING, RETURN TO:

MICHAEL A. ...
MATTINGLY-FORD, PC
3039 CHARLESTOWN CROSSING
NEW ALBANY, IN 47150
PHONE: (812) 206-7065

JUN 16 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

THIS AGREEMENT, made this 3rd day of June, 2005 between **MIDCO/WHITECO HAMMOND, LLC**, an Indiana limited liability company, Grantor, and **HOME DEPOT USA, INC.**, a Delaware corporation, Grantee, **WITNESSETH**, that the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) and other good and valuable consideration, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to its heirs and assigns, FOREVER, all the following described real estate situated in the County of Lake and the State of Indiana known and described as follows, to wit:



SEE ATTACHED EXHIBIT "A"

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its heirs and assigns forever.

And the Grantor, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its heirs and assigns, that it has not done or suffered to be done anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that with respect to the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: SEE ATTACHED EXHIBIT "B"

* Permanent Real Estate Index Number(s): Part of 26-36-518-0001 and 26-37-0024-0008

HOLD FOR MERIDIAN TITLE CORP

1967CK04

1150 2200
MRT
RM

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1:

LOT 1 OF THE FINAL PLAT OF HOME DEPOT-WOODMAR ADDITION OF RECORD IN PLAT BOOK 97, PAGE 36, IN THE LAKE COUNTY, INDIANA, RECORDER'S OFFICE.

TRACT 2:

OUTLOT A OF THE FINAL PLAT OF HOME DEPOT-WOODMAR ADDITION OF RECORD IN PLAT BOOK 97, PAGE 36, IN THE LAKE COUNTY, INDIANA, RECORDER'S OFFICE.



PERMITTED EXCEPTIONS

1. Property taxes and assessments not yet due and payable;
2. Easements to construct and operate poles and lines granted to Northern Indiana Public Service Company by deed dated January 14, 1948, and recorded in Miscellaneous Record 484, Page 449 in the Lake County, Indiana records;
3. Easement for the installation and operation of communication transmission line, granted to Northern Indiana Service Company, and Indian Bell Telephone Company by Easement for Communication Lines dated October 4, 1976, and recorded as Document 376295 in the Lake County, Indiana records;
4. Unrecorded easement dated July 9, 1954, made by and among Swift and Company, Max Bloomstein, Jr., as Trustee (under the Max Bloomstein, Jr. Trust Agreement dated November 30, 1953, known as trust number 129), and Northern Indiana Public Service Company, such unrecorded easement being referred to as an exception to the deed by and between Irving Rabin and Northern Indiana Public Service Company, dated January 18, 1988, and recorded as Document 961089 in the Lake County, Indiana records;
5. Matters disclosed in the Certificate of Completion by the Indiana Department of Environmental Management dated September 19, 1997, and recorded as Instrument 9804631 in the Lake County, Indiana records;
6. Matters set forth in Environmental Disclosure for Transfer of Real Property dated April 16, 1997, and recorded as Instrument 97028421 in the Lake County, Indiana records;
7. Unrecorded matters disclosed in Exhibit "B" Item 16 (referring to overhead utility line) and Exhibit "B" Item 18 (referring to 10' water line) of the deed to Rubloff-Hammond, LLC, recorded as Instrument 97025604 in the Lake County, Indiana, records;
8. Terms and conditions of Resolution 1-2005 of the Hammond Redevelopment Commission Designating and Confirming the Establishment of Woodmar Area and the Adoption of the Woodmar Area Redevelopment Plan, adopted February 15, 2005, and recorded as Instrument 2005011570 in the Lake County, Indiana records. ;
9. The matters set forth in the ALTA/ACSM Survey by John N. Hood, PLS 20200017, dated June 1, 2005, Job No. 20040216, including the following:
 - a. telecommunication lines located outside the 17' easement referred to in Schedule B Section II Items 10 and 12 hereof on Tract 1;
 - b. encroachment of 6' chain link fence onto west boundary of Tract 1;
 - c. 10' building setback from east and west boundary of Tract 1;
 - d. 10' building setback from west line of Tract 1 where it adjoins Bishop of Roman Catholic Diocese of Gary (Deed Book 1095 Page 469);

- e. 25' building setback from south line of Tract 1 where it adjoins Bishop of Roman Catholic Diocese of Gary (Deed Book 1095 Page 469)
 - f. apparent location of gas line without benefit of easement along the west boundary of Tract 1;
 - g. telecommunication lines without benefit of recorded easements;
 - h. possible easement for waterline without benefit of recorded instrument, being referred to in survey notes, but not shown upon said survey;
 - i. encroachment of a portion of 165th Street, curbs, and drainage appurtenances;
 - j. 30'x5' on site ingress and egress easement along east boundary line of Tract I;
 - k. 25' setback from 167th Street;
 - l. 25' setback from 165th Street;
 - m. 10' utility and no build up easement adjacent to 165th Street
 - n. 5' No access strips adjacent to 165th Street, Lot 2 and Lot 3 (affects Tract III only);
 - o. 50' ingress and egress easements from 165th Street;
 - p. Apparent limitation of access from 5' no access strip across the ingress and egress easement from 165th Street along the west boundary of the Property.
10. Easement, for the installation and operation of electrical transmission lines, poles, and related equipment, together with rights of ingress and egress, as granted to Northern Indiana Public Service Company, by Easement dated as of May 12, 2005, recorded as Instrument 2005-041613, in the Office of the Recorder aforesaid.
 11. Easements, restrictions, covenants and stipulations as shown on final plat of Home Depot-Woodmar Addition of record in Plat Book 97, Page 36, in the Lake County Recorder's Office.
 12. Terms and conditions of Development Agreement agreement dated _____, 2005 and recorded as Instrument No. _____, in the Lake County, Indiana Recorder's Office.
 13. Terms and conditions of Restrictions Agreement and Grant of Easements dated _____, 2005 and recorded as Instrument No. _____, in the Lake County, Indiana Recorder's Office.

