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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 000157

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MICHAEL B. BROWN  
RECORDER

**SPECIAL WARRANTY DEED**  
[7905 Calumet Avenue]

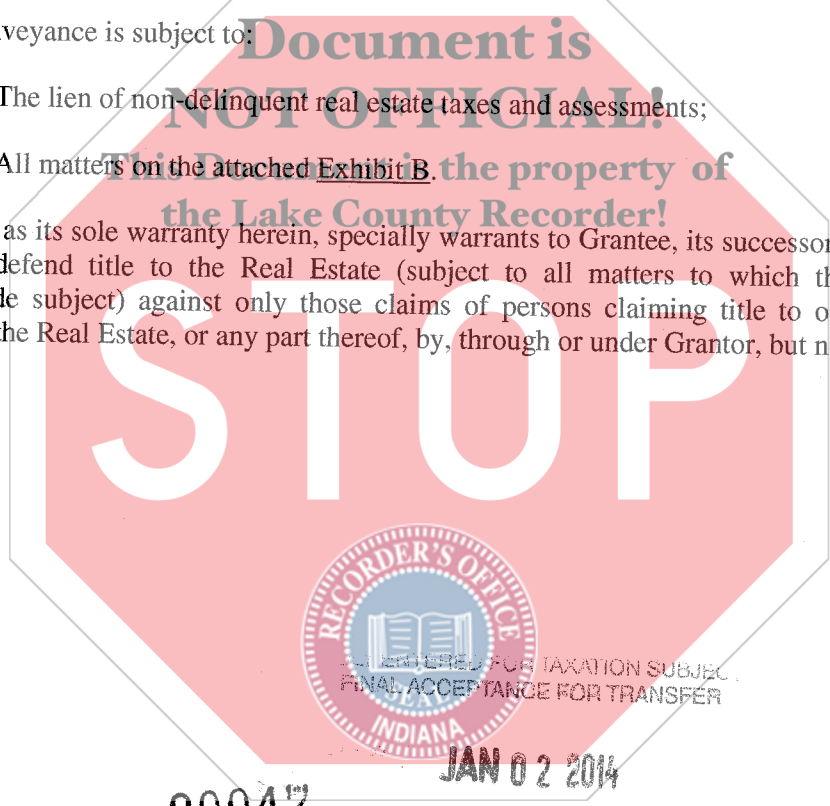
THIS INDENTURE WITNESSETH that DUKE REALTY CALUMET BUILDINGS, LLC, an Indiana limited liability company ("Grantor"), specially CONVEYS and WARRANTS to GA HC REIT II CALUMET MUNSTER IN MOB II, LLC, a Delaware limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Lake County, Indiana:

See Exhibit A attached hereto and made a part hereof, including all easements and right appurtenant thereto, and all improvements thereon (collectively, the "Real Estate").

This conveyance is subject to:

1. The lien of non-delinquent real estate taxes and assessments;
2. All matters on the attached Exhibit B.

Grantor, as its sole warranty herein, specially warrants to Grantee, its successors and assigns, that it will forever defend title to the Real Estate (subject to all matters to which this conveyance is hereinabove made subject) against only those claims of persons claiming title to or asserting claims affecting title to the Real Estate, or any part thereof, by, through or under Grantor, but not otherwise.



20047

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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CK# 033241  
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NCS-612715-4  
647476

E

The undersigned person executing this deed on behalf of Grantor represents and certifies that he has been duly authorized by all necessary action of Grantor to execute and deliver this deed on behalf of Grantor.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 19th day of December, 2013.

**DUKE REALTY CALUMET BUILDINGS, LLC**, an Indiana limited liability company

By: Duke Realty Limited Partnership, an Indiana limited partnership, its sole member

By: Duke Realty Corporation, an Indiana corporation, its general partner



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Jeff D. Behm, the Vice President, Dispositions of Duke Realty Corporation, an Indiana corporation, the general partner of Duke Realty Limited Partnership, an Indiana limited partnership, the sole member of Duke Realty Calumet Buildings, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Special Warranty Deed for and on behalf of said company.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of December, 2013.

(SEAL)



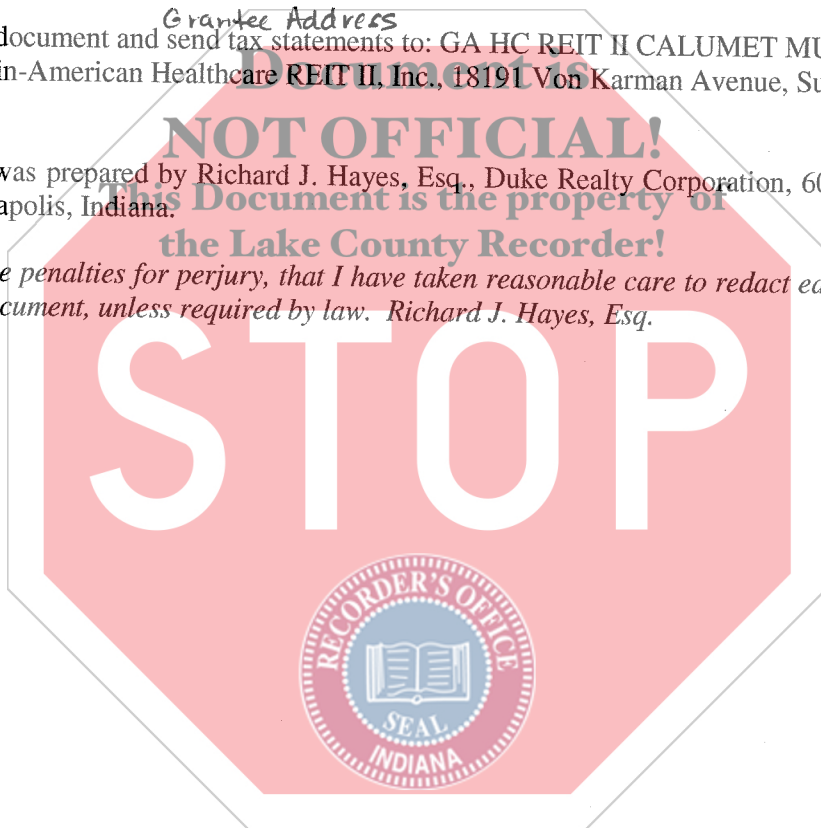
Sarah Francis  
Printed Name: SARAH A. FRANCIS  
Notary Public

I am a resident of Marion County, Indiana.  
My commission expires: April 12, 2020

Return recorded document and send tax statements to: <sup>Grantee Address</sup> GA HC REIT II CALUMET MUNSTER IN MOB II, LLC c/o Griffin-American Healthcare REIT II, Inc., 18191 Von Karman Avenue, Suite 300, Irvine, CA 92612

This instrument was prepared by Richard J. Hayes, Esq., Duke Realty Corporation, 600 East 96<sup>th</sup> Street, Suite 100, Indianapolis, Indiana.

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. Richard J. Hayes, Esq.



**EXHIBIT A**

Legal Description of the Real Estate

PARCEL I:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, COMMENCING AT A POINT ON THE SOUTH OF SAID TRACT WHICH IS 819.98 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID TRACT TO THE THREAD OF THE LITTLE CALUMET RIVER; THENCE NORTHWESTERLY ALONG THE THREAD OF SAID RIVER TO A POINT 819.98 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT; THENCE SOUTH ALONG A LINE 819.98 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID TRACT, TO THE PLACE OF BEGINNING, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

PARCEL II:

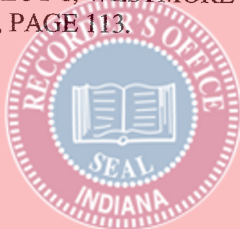
LOT 1, WESTMORE SECOND ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 44 PAGE 113, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL III:

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, NORTH TOWNSHIP, LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING AT A POINT IN THE EAST 40-FOOT RIGHT OF WAY LINE OF CALUMET AVENUE AT A POINT 1122.01 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH ON SAID 40-FOOT RIGHT OF WAY LINE, WHICH IS A LINE PARALLEL TO AND 40 FEET EAST OF THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 200 FEET; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 18, 135 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON SAID CURVE OF 965.87-FOOT RADIUS, CONVEX TO THE NORTHEAST, 634.40 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL TO AND 1122.01 FEET NORTHERLY OF THE SOUTH LINE OF SAID SECTION 18; THENCE WESTERLY ON SAID 1122.01 -FOOT PARALLEL LINE, 728.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM PARCELS II AND III THE FOLLOWING DESCRIBED REAL ESTATE:

THE EAST 171.7 FEET OF THE WEST 211.7 FEET OF THE NORTH 33.18 FEET OF THE SOUTH 1322.01 FEET OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, NORTH TOWNSHIP, LAKE COUNTY, INDIANA, PART OF WHICH LIES WITHIN LOT 1, WESTMORE SECOND ADDITION, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 44, PAGE 113.



**EXHIBIT B**

Permitted Exceptions

1. 2014 Little Cal River Basin Assessments, a lien not yet due and payable.
2. Real Estate taxes for the year 2013 (payable 2014) are a lien but not yet due and payable.
3. Terms and Provisions of a Memorandum of Lease by and between 7905 Calumet Building, LLC, an Indiana limited liability company, Lessor and T-Mobile Central LLC, a Delaware limited liability company, Lessee, dated June 22, 2010 and recorded October 8, 2010 as Instrument No. 2010-058447.
4. Assignment and Assumption of Lease by and between T-Mobile Central LLC, a Delaware limited liability company and Md7 Capital Three, LLC, a Delaware limited liability company dated June 22, 2010 and recorded October 8, 2010 as Instrument No. 2010-058448 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel II and Parcel III)

5. Terms and provisions of Memorandum of Amendment to roof top Lease with Option set out in an instrument by and between 7905 Calumet Building, LLC, an Indiana limited liability company and Md7 Capital Three, LLC dated June 22, 2010 and recorded October 8, 2010 in Instrument Number 2010-058449 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel II and Parcel III)

6. Terms and provisions of Memorandum of Site Sublease and Assignment Agreement set out in an instrument by and between Md7 Capital Three, LLC, a Delaware limited liability company and T-Mobile Central LLC, a Delaware limited liability company, dated June 22, 2010 and recorded October 8, 2010 in Instrument Number 2010-058450 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel II and Parcel III)

7. Terms and provisions of Recognition Agreement set out in an instrument by and among 7905 Calumet Building, LLC, an Indiana limited liability company, T-Mobile Central LLC, a Delaware limited liability company, and Md7 Capital Three, LLC, a Delaware limited liability company dated June 22, 2010 and recorded October 8, 2010 in Instrument Number 2010-058451 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel II and Parcel III)

8. Right of Way Grant in favor of the State of Indiana, recorded May 5, 1949 in Deed Record 608, Page 411, subject to the terms and provisions therein.
9. Right of Way Grant in favor of the State of Indiana, recorded May 5, 1949 in Deed Record 608, Page 415, subject to the terms and provisions therein.
10. Right of Way Grant in favor of the State of Indiana, recorded February 9, 1951 in Deed Record 608, Page 501, subject to the terms and provisions therein.
11. Grant of Easement for storm and sanitary sewer in favor of Donald S. Powers and Lambert Schoon and Hammond National Co., Trustee of Lake County, and to their heirs, successors, grantees and assigns dated July 11, 1959 and recorded January 7, 1960 in Miscellaneous Record 762, page 365.

(Affects the West 10 feet of Parcel III)

12. Easement for sanitary sewers in favor of Board of Sanitary Commissioners of the Sanitary District of Hammond, Indiana dated May 16, 1963 and recorded July 16, 1963 in Miscellaneous Record 865, page 541.

(Affects Parcel I and Parcel II)

13. Grant of Easement for sewer lines in favor of Calumet Shopping Center, Inc. dated December 10, 1963 and recorded March 25, 1964 in Miscellaneous Record 893, page 145, as Document No. 553308.

(Affects Parcel I and Parcel II)

14. Rights of the Public and the Town of Munster in and to the Easterly 38 feet of Parcel II of the land and the West 16 feet of Parcel I of the land as appropriated and condemned for Euclid Avenue by Confirmatory Resolution No. 503 (unrecorded) adopted by Board of Town Trustees of the Town of Munster on February 22, 1971, as disclosed by complaint filed October 7, 1971 in Cause No. 171-1030, Hammond, entitled Mercantile National Bank of Indiana, as Trustee under Trust No. 2103 and Lawrence R. Monaldi versus Town of Munster, Indiana, a Municipal corporation. Said Cause was ordered venued on October 29, 1971 to Starke Circuit Court. We have no record in Lake County, Indiana, of further proceedings in said latter court Order Book 98, page 510.

(Affects Parcel II)

15. Terms and provisions of an Easement Agreement made by and between 7905 Calumet Building, LLC, and Temple Corporation, dated September 20, 2001 and recorded September 30, 2002 as Document No. 2002-087758.

(Affects Parcel III)

16. Terms and provisions of Flood Protection Levee Easement set out in an instrument by and between 7905 Calumet Building, LLC and State of Indiana, Little Calumet River Basin Development Commission dated May



1, 2008 and recorded May 9, 2008 in Instrument Number 2008-34383 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel I and Parcel II)

17. Terms and provisions of Temporary Work Area Easement set out in an instrument by and between 7905 Calumet Building, LLC and State of Indiana, Little Calumet River Basin Development Commission dated May 1, 2008 and recorded May 9, 2008 in Instrument Number 2008-034384 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel I and Parcel II)

18. Terms and provisions of Temporary Work Area Supplemental Easement set out in an instrument by and between 7905 Calumet Building, LLC and State of Indiana, Little Calumet River Basin Development Commission dated March 19, 2009 and recorded April 6, 2009 in Instrument Number 2009-21966 in the Office of the Recorder of Lake County, Indiana.

(Affects Parcel I and Parcel II)

19. Terms and conditions of Reciprocal Parking Easement Agreement by and between Duke Realty Calumet Buildings, LLC, an Indiana limited liability company and MMI Building, LLC, an Indiana limited liability company dated November 22, 2011 and recorded December 8, 2011 as Instrument No. 2011-070850 in the Office of the Recorder of Lake County, Indiana.

20. Covenants, Conditions, Restrictions, Utility and Drainage easements and setback lines and any amendments thereto as disclosed the plat of subdivision recorded at Plat Book 44, Page 113.

We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).

(Affects Parcel II)

21. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.
22. Rights of the United States of America, State of Indiana, the Municipality and the Public in and to that part of the land lying within the bed of the Little Calumet River; and the rights of other owners of land bordering on the river in respect to the water of said river.
23. Rights of upper and lower riparian owners to the free and unobstructed flow of the creek, if any.
24. Rights of way for drains, tiles, feeders and laterals.

25. Rights of tenants, as tenants only, as referred to on Rent Roll.
26. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Bock & Clark's National Surveyor Network on August 29, 2013, last revised November 13, 2013, designated Job Number 201301440-005: (A) Building on the south side of subject property extends past boundary line onto subject property by 6.1'; Building on the North side of subject property extend past the boundary line onto subject property by 5.5'; (B) Access to northern adjoiner without the benefit of an easement; (C) Chain Link Fence is over the northerly and northwesterly portion on the property line; and (D) Parking lot encroaches onto property to the North.

