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LAKE COUNTY
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2014 DEC 18 AM 8:37

MICHAEL D. BROWN
RECORDER

**FIRST AMENDMENT TO NONEXCLUSIVE DRIVEWAY ACCESS
EASEMENT AGREEMENT**

PRIOR INSTRUMENT REFERENCE: #2001-031150, Lake County, Indiana Recorder's Office.

THIS FIRST AMENDMENT TO NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT (the "First Amendment") is made this 20th day of November, 2014, by and between **MEIJER STORES LIMITED PARTNERSHIP**, a Michigan limited partnership, of 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department, hereinafter referred to as "Meijer", and **HALLE PROPERTIES, L.L.C.**, a Arizona limited liability company, whose address is 20225 North Scottsdale Road, Scottsdale, Arizona 85255, hereinafter referred to as "Developer." Meijer and Developer are together hereinafter referred to as the "Parties".

RECITALS

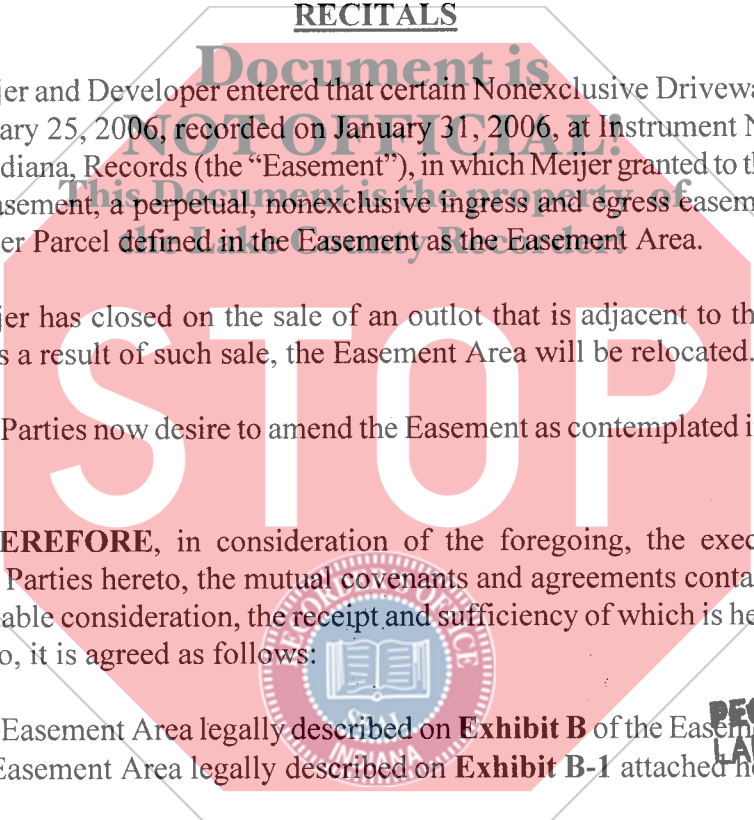
A. Meijer and Developer entered that certain Nonexclusive Driveway Access Easement Agreement on January 25, 2006, recorded on January 31, 2006, at Instrument No. 2006 007355 of the Lake County, Indiana, Records (the "Easement"), in which Meijer granted to the Developer Parcel, as defined in the Easement, a perpetual, nonexclusive ingress and egress easement over and across portions of the Meijer Parcel defined in the Easement as the Easement Area.

B. Meijer has closed on the sale of an outlot that is adjacent to the Developer Parcel ("Outlot C"), and as a result of such sale, the Easement Area will be relocated.

C. The Parties now desire to amend the Easement as contemplated in Section 3(d) of the Easement.

NOW, THEREFORE, in consideration of the foregoing, the execution of the First Amendment by the Parties hereto, the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, it is agreed as follows:

1. The Easement Area legally described on **Exhibit B** of the Easement is hereby amended and replaced with Easement Area legally described on **Exhibit B-1** attached hereto.



FILED
DEC 17 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

05697

Approved Assessor's Office

By: _____

2 mg

AMOUNT \$ 24-
CASH _____ CHARGE _____
CHECK # 1820204731
OVERAGE 1820204755
COPY _____
NON-COM
CLERK pr **E**

2. The Easement Area illustrated on **Exhibit C** of the Easement is hereby deleted and replaced with the Easement Area illustrated on **Exhibit C-1** attached hereto.

3. Section 5 of the Easement is hereby deleted in its entirety and replaced with the following:

“5. Maintenance; Manner of Work. With the exception of Developer’s obligations under Paragraphs 4(a), 4(b) and 4(f) above and with the exception of any damage to the Easement Area, other than reasonable wear and tear, caused by Developer, Meijer shall maintain the access drive within the Easement Area in good order, appearance and repair (patching, paving, restriping and removing of snow and ice as part of the maintenance of the drives on the Meijer Parcel). Developer agrees to maintain the curb cut(s) to the Developer Parcel on the Meijer Parcel and the raised traffic/landscape islands (the “Islands”) approximately shown on **Exhibit B-1** in good order, appearance and repair, including, but not limited to all necessary patching and re-striping and promptly removing snow, dirt and debris therefrom. In the event Developer fails to maintain the Islands shown on the attached **Exhibit B-1**, Meijer may elect to perform such maintenance and Developer shall reimburse Meijer for its reasonable costs in performing such maintenance. Meijer and Developer agree that to the extent that any party must enter upon the property of any other party in order to perform any right or obligation under this paragraph, the owner of such property hereby grants the other party a license to enter and perform such right or obligation.”

4. Except as modified hereby, the Easement and all terms and provisions thereof remain unmodified and in full force and effect.



EXHIBIT B-1
TO
FIRST AMENDMENT TO NONEXCLUSIVE DRIVEWAY ACCESS
EASEMENT AGREEMENT

Legal Description of the Easement Area

Part of the Northeast Quarter of the Southeast Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian and being an Easement for ingress and egress over a tract of land 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 degrees 13 minutes 56 seconds West, for 84.97 feet to a point at the intersection of said North line and the West right-of-way line of U.S. Highway 41 (Indianapolis Boulevard); thence along said right-of-way line, South 04 degrees 08 minutes 30 seconds East, for 457.65 feet; thence continuing along said right-of-way line South 00 degrees 03 minutes 22 seconds East, for 97.20 feet to the Point of Beginning of the easement described herein; thence South 00 degrees 03 minutes 22 seconds East along said right-of-way, for 103.74 feet; thence along a curve to the left with an arc length of 68.27 feet, said curve having a radius of 60.00 feet, and a chord bearing North 57 degrees 15 minutes 11 seconds West, for 64.65 feet; thence North 89 degrees 50 minutes 27 seconds West, for 80.56 feet; thence North 00 degrees 00 minutes 00 seconds East, for 12.28 feet; thence North 89 degrees 53 minutes 57 seconds East, for 129.87 feet; thence North 00 degrees 03 minutes 22 seconds West, for 214.64 feet; thence North 22 degrees 57 minutes 50 seconds West, a distance of 39.68 feet; thence North 35 degrees 06 minutes 14 seconds West, a distance of 80.81 feet; thence North 32 degrees 47 minutes 36 seconds West, a distance of 57.31 feet; thence North 00 degrees 06 minutes 03 seconds West, a distance of 93.33 feet; thence North 89 degrees 53 minutes 57 seconds East, a distance of 32.00 feet to the Northwest corner of Discount Tire Addition, a Planned Unit Development to the Town of Highland, as per plat thereof, recorded in Plat Book 98, page 89, in the Office of the Recorder of Lake County Indiana; thence South 00 degrees 06 minutes 03 seconds East along the West line of said Discount Tire Addition, a distance of 83.94 feet; thence continuing on said Westerly line South 32 degrees 47 minutes 36 seconds East, a distance of 65.65 feet; thence along a curve to the right for an arc length of 9.27 feet, said curve having a radius of 38.50 feet, and a chord bearing South 39 degrees 43 minutes 24 seconds East, for 9.21 feet; thence South 35 degrees 06 minutes 14 seconds East, a distance of 56.00 feet; thence South 22 degrees 57 minutes 50 seconds East, a distance of 26.27 feet; thence North 89 degrees 53 minutes 57 seconds East, for 103.69 feet; thence along a curve to the left for an arc length of 42.04 feet, said curve having a radius of 25.00 feet, and a chord bearing North 41 degrees 43 minutes 42 seconds East, for 37.26 feet; thence along a curve to the left for an arc length of 32.09, said curve having a radius of 450.00 feet, and a chord bearing North 08 degrees 29 minutes 07 seconds West, for 32.08 feet; thence North 89 degrees 53 minutes 57 seconds East for 30.48 feet; thence along a curve to the right for an arc length of 91.90 feet, said curve having a radius of 480.00 feet, and a chord bearing South 04 degrees 23 minutes 08 seconds East, for 91.76 feet; thence South 89 degrees 53 minutes 57 seconds West, for 137.17 feet; thence along a curve to the left for an arc length of 23.55 feet, said curve having a radius of 15.00 feet, and a chord bearing South 44 degrees 55 minutes 18 seconds West, for 21.20 feet; thence South 00 degrees 03 minutes 22 seconds East, for 115.55 feet; thence on a curve to the left for an arc length of 55.01 feet, said curve having a radius of 35.00 feet, and a chord bearing South 45 degrees 04 minutes 42 seconds East, for 49.52 feet; thence South 89 degrees 53 minutes 57 seconds West, for 109.54 feet; thence along a curve to the left for an arc length of 47.91 feet, said curve having a radius of 50.00 feet, and a chord bearing South 67 degrees 54 minutes 28 seconds East, for 46.10 feet; thence along a curve to the left for an arc length of 55.64 feet, said curve having a radius of 60.00 feet, and a chord bearing North 57 degrees 53 minutes 50 seconds East, for 53.67 feet to the point of beginning, containing 0.79 acres, more or less.

