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STATE OF INDIANA
LAKE COUNTY
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2014 DEC 18 AM 8:37

MICHAEL D. BROWN
RECORDER

FIRST AMENDMENT TO ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO ACCESS EASEMENT AGREEMENT (the "First Amendment") is made this 29th day of August, 2014, by MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, of 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer"); and THE TOWN OF HIGHLAND, an Indiana municipality, of 3333 Ridge Road, Highland, Indiana 46322 ("Town").

RECITALS

A. Meijer, Inc., and the Town entered into an Access Easement Agreement dated June 18, 1997, recorded on June 20, 1997 at Instrument Number 97040107, Lake County, Indiana, Records (the "Easement"), in which Meijer granted to Town a permanent, nonexclusive access easement over and across the Property (as such term is defined in the Easement and described in Exhibit 1 attached hereto).

B. By Corporate Deed recorded on April 26, 2001, as Instrument 2001 030766, Lake County, Indiana, Records, Meijer, Inc., conveyed the entire Property to Meijer Distribution, Inc.

C. By Corporate Deed recorded April 27, 2001 as Instrument 2001 031150, Lake County, Indiana, Records, Meijer Distribution, Inc., conveyed the entire Property to Meijer.

D. By Warranty Deed dated January 20, 2006, and recorded on January 31, 2006, as Instrument 2006 007353, Lake County, Indiana, Records, Meijer conveyed a portion of the Property that is subject to the Easement to Halle Properties, L.L.C. (the "Halle Parcel"), and retained a portion of the Property that is subject to the Easement (the "Retained Parcel").

E. As permitted by Section 3 of the Easement, Meijer desires to relocate that portion of the Easement Area (as defined in the Easement) that is located on the Retained Parcel and the parties desire to amend the Easement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The text of Section 1 of the Easement is amended to read as follows: "Grantor hereby grants and conveys to Grantee; Grantee's licensees and contractors; cellular telephone providers; sign companies and public utility providers a permanent nonexclusive access easement over the Easement Area in order to permit Grantee to gain access to the Tower Parcel for the purpose of maintaining the Water Tower and Tower Parcel and improvements and fixtures thereon. Grantee shall not construct or install any improvements in the Easement Area, nor use the Easement Area, for any purpose other than cross access."

2. Exhibit A of the Easement, containing the legal description of the Easement Area, is hereby deleted and replaced with the Easement Area described on Exhibit A-1 attached hereto.

3. Exhibit B of the Easement, containing an illustration of the Easement Area, is hereby deleted and replaced with the Easement Area approximately depicted on Exhibit B-1 attached hereto.

4. The parties acknowledge that the description and location of that portion of the Easement that is located on the Halle Parcel is not being amended by this First Amendment, and that

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office

By: [Signature]

Store #170 - Highland, Lake Co., IN
First Amendment to Access Easement Agreement

AMOUNT \$ 26-
CASH _____ CHARGE _____
CHECK # 1820204731
OVERAGE _____
COPY _____
NON-COM
CLERK [Signature]

this First Amendment affects only the location of that portion of the Easement that is located on the Retained Parcel.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Access Easement Agreement as of the day and year first above written.

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.
Its: General Partner

By: [Signature]
Michael L. Kinstle
Its: Vice President – Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

Document is
NOT OFFICIAL!

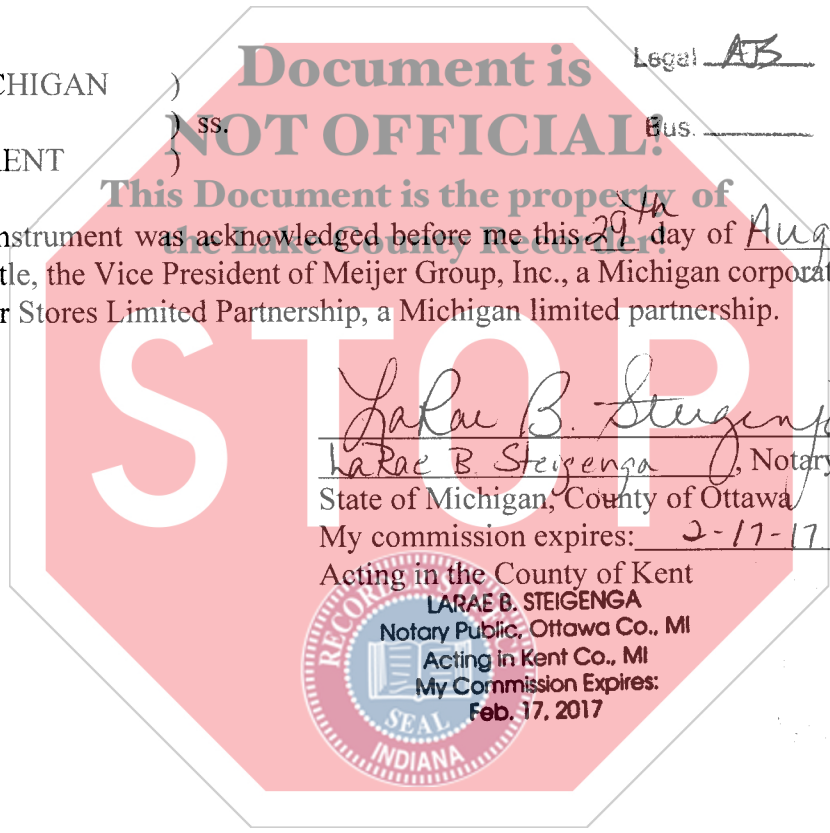
Legal AB
Bus. _____

This Document is the property of
the Lake County Recorder.

The foregoing instrument was acknowledged before me this 29th day of August, 2014, by Michael L. Kinstle, the Vice President of Meijer Group, Inc., a Michigan corporation, the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership.

Larae B. Steigenga
Larae B. Steigenga, Notary Public
State of Michigan, County of Ottawa
My commission expires: 2-17-17

Acting in the County of Kent
LARAE B. STEIGENGA
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires:
Feb. 17, 2017



TOWN OF HIGHLAND

By: [Signature]

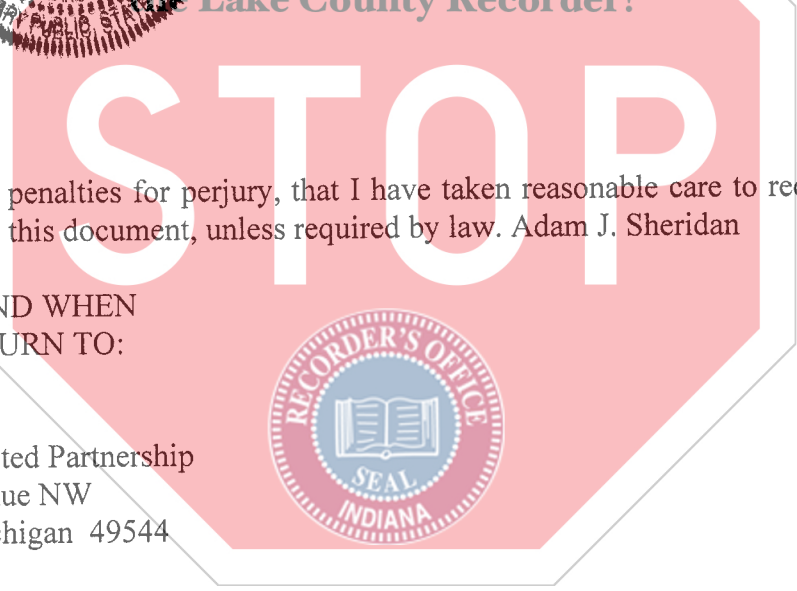
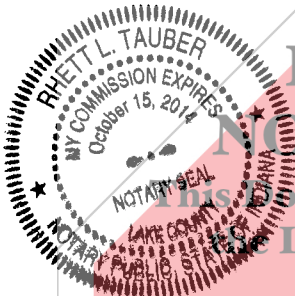
Name: Dan Vassar

Its: President

STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 29th day of August, 2014, by Dan Vassar, the President of Town of Highland, an Indiana municipality.

[Signature]
Rhett L. Tauber, Notary Public
State of Indiana, County of Lake
My commission expires: 10/15/14
Acting in the County of Lake



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. Adam J. Sheridan

DRAFTED BY AND WHEN RECORDED RETURN TO:
Adam J. Sheridan
Senior Counsel
Meijer Stores Limited Partnership
2929 Walker Avenue NW
Grand Rapids, Michigan 49544
(616) 791-3647



[http://onestop.meijer.com/legal/tm/re/RE Sites/170 Highland IN \(HIL\)/Easements/First Amendment to Access Esmt_Town16-14.doc](http://onestop.meijer.com/legal/tm/re/RE Sites/170 Highland IN (HIL)/Easements/First Amendment to Access Esmt_Town16-14.doc)

This instrument has been prepared solely on information provided to the drafter, who makes no warranty as to either the state of the title or correctness of the information furnished.

**EXHIBIT 1
TO
FIRST AMENDMENT TO NONEXCLUSIVE ACCESS EASEMENT AGREEMENT**

Legal Description of Property

Part of the East half of the East half 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°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°08'30" East for 457.65 feet to an iron set; thence continuing along said right-of-way line South 00°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°09'07" (01°09'11" Rec.), and a long chord bearing South 00°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°57'20" West, for 35.54 feet (S73°57'30"W 34.59' Rec.) to an iron set; thence North 89°14'18" West, for 130.61 feet (N89°14'08"W 130.61' Rec.) to an iron set; thence South 89°24'16" West, for 211.06 feet (S89°24'25"W 211.06' Rec.) to an iron set; thence North 89°14'18" West, for 403.91 feet (N89°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 236.01 feet, a central angle of 30°40'01", and a long chord bearing South 75°25'40" West, for 151.25 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°14'18" West, for 18.81 feet (N89°14'08"W 18.81' Rec.) to an iron set; thence North 38°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°45'04", and a long chord bearing North 19°28'21" West, for 311.85 feet to an iron set; thence North 00°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°13'56" East, for 319.90 feet to an iron set; thence North 00°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°13'56" East, for 765.12 feet to the Point of Beginning. Containing 31.675 acres, more or less.

**EXHIBIT A-1
TO
FIRST AMENDMENT TO NONEXCLUSIVE ACCESS EASEMENT AGREEMENT**

Revised Legal Description of 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) and the Point of Beginning of the easement described herein; thence along said right-of-way line, South 04 degrees 08 minutes 30 seconds East, for 193.77 feet; thence South 42 degrees 25 minutes 07 seconds West, for 111.67 feet; thence on a curve to the right for an arc length of 124.67 feet, said curve having a radius of 480.00 feet, and a chord bearing South 06 degrees 20 minutes 30 seconds East, for 124.32 feet; thence South 89 degrees 53 minutes 57 seconds West, for 137.17 feet; thence on 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 North 89 degrees 53 minutes 57 seconds East, 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 West right-of-way line of U.S. Highway 41; 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 242.57 feet; thence North 89 degrees 53 minutes 57 seconds East, for 126.63 feet; thence along a curve to the left with 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 with an arc length of 73.53 feet, said curve having a radius of 450.00 feet, and a chord bearing North 11 degrees 07 minutes 26 seconds West, for 73.45 feet; thence North 42 degrees 26 minutes 15 seconds East, for 115.10 feet; thence North 04 degrees 08 minutes 30" seconds West, for 183.42 feet; thence South 89 degrees 13 minutes 56 seconds East, for 30.12 feet to the point of beginning, containing 0.85 acres, more or less.

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

Revised Depiction of Easement Area

