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Fidelity National Title
4215 Edison Lakes Parkway
Suite 115
Mishawaka, IN 46545

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 080388

2014 DEC 18 AM 8:37

MICHAEL L. BROWN
RECORDER

MAIL TAX BILLS TO: *Grantee*
Windy Landings, Inc.
Attn: Peter Lyders-Petersen
7915 Kensington Court
Brighton, Michigan 48116

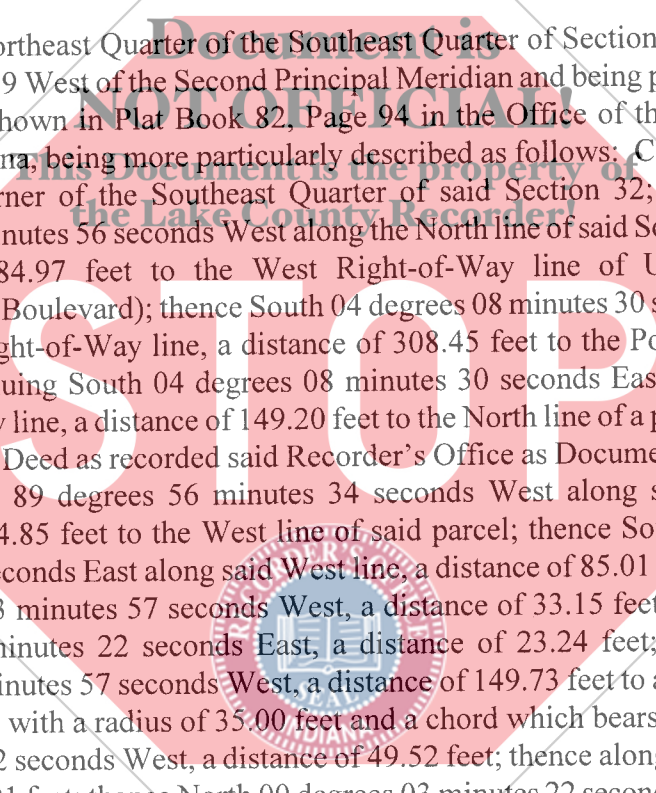
TAX KEY NO. 45-07-32-428-001.000-026 (includes other land)

SPECIAL WARRANTY DEED

MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, whose address is 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Grantor"), for good and valuable consideration,

GRANTS, CONVEYS, and SPECIALLY WARRANTS to SUNDANCE, INC., a Michigan corporation, whose address is 7915 Kensington Court, Brighton, Michigan 48116 ("Grantee"), the following described premises situated in the Town of Highland, Lake County, Indiana (the "Property"):

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 part of Meijer Plat, said plat as shown in Plat Book 82, Page 94 in the Office of the Recorder, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence North 89 degrees 13 minutes 56 seconds West along the North line of said Southeast Quarter, a distance of 84.97 feet to the West Right-of-Way line of U.S. Highway 41 (Indianapolis Boulevard); thence South 04 degrees 08 minutes 30 seconds East along said West Right-of-Way line, a distance of 308.45 feet to the Point of Beginning; thence continuing South 04 degrees 08 minutes 30 seconds East along said West Right-of-Way line, a distance of 149.20 feet to the North line of a parcel described in a Quit-Claim Deed as recorded said Recorder's Office as Document No. 98075994; thence South 89 degrees 56 minutes 34 seconds West along said North line, a distance of 14.85 feet to the West line of said parcel; thence South 00 degrees 03 minutes 22 seconds East along said West line, a distance of 85.01 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 33.15 feet; thence South 00 degrees 03 minutes 22 seconds East, a distance of 23.24 feet; thence South 89 degrees 53 minutes 57 seconds West, a distance of 149.73 feet to a curve concave to the Northeast with a radius of 35.00 feet and a chord which bears North 45 degrees 04 minutes 42 seconds West, a distance of 49.52 feet; thence along said curve an arc length of 55.01 feet; thence North 00 degrees 03 minutes 22 seconds West, a distance of 141.07 feet; thence North 22 degrees 57 minutes 50 seconds West, a distance of 49.57 feet; thence North 35 degrees 06 minutes 14 seconds West, a distance of 56.00 feet to a point on the Southerly boundary of Lot 1 of Discount Tire Addition as shown in Plat Book 98, Page 89 in said Recorder's Office, said point lying on a curve; said curve portion for this description being concave to the Northeast with a radius of 38.50 and a chord which bears South 68 degrees 08 minutes 08 seconds East, a distance of 28.54 feet; thence along said curve an arc length of 29.25 feet, thence North 89 degrees 53 minutes 57 seconds East along said Southerly boundary, a distance of 247.06 feet to the Point of Beginning;



DULY ENTERED FOR RECORDS
FINAL ACCEPTANCE FOR TRANSFER

DEC 17 2014

TOGETHER WITH AND SUBJECT TO the rights and obligations as set forth in the following agreements (the "Agreements"): (i) a "Nonexclusive Driveway Access Easement Agreement" concerning the Property executed by Grantor and Grantee this day and recorded contemporaneously with this Deed; (ii)

PEGGY HOLINGA-KARONIA
LAKE COUNTY AUDITOR

NO SALES DISCLOSURE NEEDED

Approved Assessor's Office
By: *mk*

AMOUNT \$ 21 **05700**
CASH _____ CHARGE _____
CHECK # 1320204731
OVERAGE _____
COPY _____
NON-COM
CLERK *AK*

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a "Storm Water Discharge Agreement" concerning the Property executed by Grantor and Grantee this day and recorded contemporaneously with this Deed; and (iii) a "Nonexclusive Utility Easement Agreement" concerning the Property executed by Grantor and Grantee this day and recorded contemporaneously with this Deed;

AND SUBJECT TO the following (the "Exceptions"): (i) All easements and restrictions of record affecting the Property; (ii) all taxes and assessments not yet due and payable as of the date of this Deed; (iii) all rights of the public and of any governmental unit in any part of the land taken, used, or deeded for street, road, or highway purposes; (iv) all applicable building and zoning laws and ordinances; (v) all existing drainage from adjacent properties and roadways currently draining onto or across the Property; (vi) the provisions of a "Declaration of Restrictions" concerning the Property executed by Grantor and Grantee this day and recorded contemporaneously with this Deed; and (viii) the provisions of a "Non-Exclusive Utility Easement Agreement" in favor of Grantor granting Grantor certain rights with respect to the Property executed by Grantor and Grantee this day and recorded contemporaneously with this Deed.

Grantor warrants to and covenants with Grantee only that (i) Grantor has not personally done or suffered to be done anything so that the Property is or may be in any manner encumbered or charged except as set forth in the Agreements and the Exceptions and (ii) Grantor will defend the property against persons lawfully claiming by, through, or under Grantor, subject to the Agreements and the Exceptions. Except as expressly provided in the preceding sentence, Grantor makes no warranties or covenants to Grantee or Grantee's successors or assigns regarding the Property or title to the Property.

Prior instrument reference: Document #2001-031150 of Lake County, Indiana Records.

[Signature next page]



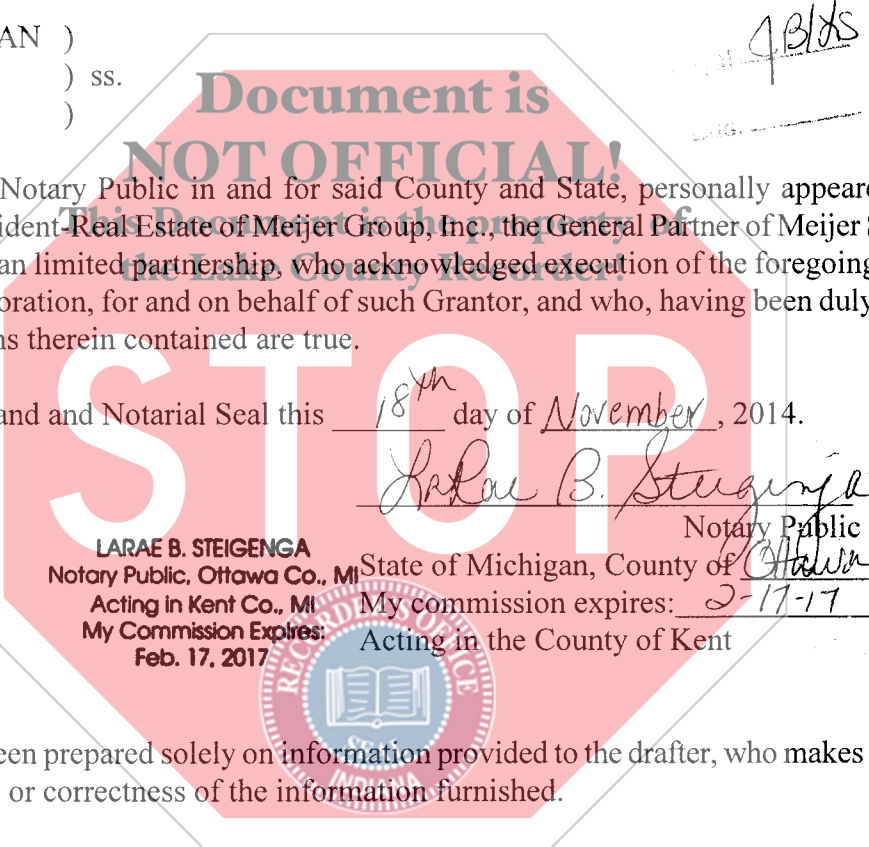
IN WITNESS WHEREOF, Grantor has caused this deed to be executed as of November 18, 2014.

MEIJER STORES LIMITED PARTNERSHIP

By: **Meijer Group, Inc.
General Partner**

By: 
Michael L. Kinstle
Its: Vice President-Real Estate

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)



Before me, a Notary Public in and for said County and State, personally appeared Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, who acknowledged execution of the foregoing Deed for and on behalf of said corporation, for and on behalf of such Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of November, 2014.

Notary Public
State of Michigan, County of Ottawa
My commission expires: 2-17-17
Acting in the County of Kent

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

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. Jennifer J. Bakhuyzen

DRAFTED BY:
Jennifer Bakhuyzen, Atty.
Doran Derwent, PLLC
5960 Tahoe Dr., SE, Suite 101
Grand Rapids, MI 49546
(616) 551-1005

WHEN RECORDED RETURN TO:
Sundance, Inc.
Attn: Peter Lyders-Petersen
7915 Kensington Court
Brighton, Michigan 48116