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

2014 080389

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 18 AM 8:38

MICHAEL B. BROWN
RECORDER

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made and entered into as of the 20th day of November, 2014, by and between **MEIJER STORES LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, hereinafter referred to as "Meijer," and **SUNDANCE, INC.**, a Michigan corporation, whose address is 7915 Kensington Ct., Brighton, Michigan 48116, hereinafter referred to as "Developer." Meijer and Developer when referred to together are sometimes hereinafter referred to as the "Parties."

RECITALS

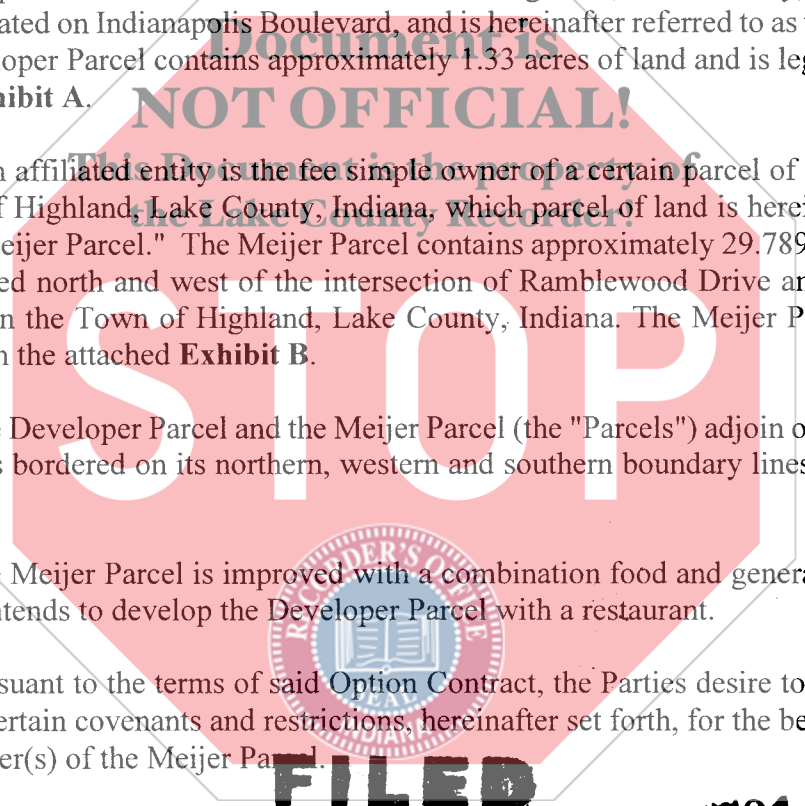
A. Pursuant to a certain Real Estate Option Contract executed by and between the Parties (with Meijer as Seller and Developer as Buyer), as amended, Developer is the fee simple owner of a certain parcel of land located in the Town of Highland, Lake County, Indiana. Said parcel of land is located on Indianapolis Boulevard, and is hereinafter referred to as the "Developer Parcel." The Developer Parcel contains approximately 1.33 acres of land and is legally described on the attached **Exhibit A**.

B. Meijer or an affiliated entity is the fee simple owner of a certain parcel of land located in the Town of Highland, Lake County, Indiana, which parcel of land is hereinafter referred to as the "Meijer Parcel." The Meijer Parcel contains approximately 29.7893 acres of land and is located north and west of the intersection of Ramblewood Drive and Indianapolis Boulevard in the Town of Highland, Lake County, Indiana. The Meijer Parcel is legally described on the attached **Exhibit B**.

C. The Developer Parcel and the Meijer Parcel (the "Parcels") adjoin one another: the Developer Parcel is bordered on its northern, western and southern boundary lines by the Meijer Parcel.

D. The Meijer Parcel is improved with a combination food and general merchandise store. Developer intends to develop the Developer Parcel with a restaurant.

E. Pursuant to the terms of said Option Contract, the Parties desire to impose on the Developer Parcel certain covenants and restrictions, hereinafter set forth, for the benefit of Meijer and any future owner(s) of the Meijer Parcel.



FILED

DEC 17 2014

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

-1-

11/18

Declaration of Restrictions
#170-Highland, Lake Co., IN
MSLP / Sundance, Inc.

05701
AMOUNT \$ 39⁰⁰
CASH _____ CHARGE _____
CHECK # 1826204731
OVERAGE _____
COPY _____
NON-COM
CLERK RM

E 5

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

1. Prohibited Commercial Activities. The Developer Parcel may be used for any lawful purpose except for the following prohibited uses: drug store of any kind; prescription pharmacy; a store selling liquor or spirits in package form and/or selling beer, wine and ale for off premises consumption; grocery store, including so-called specialty food, ethnic food and health food stores; supermarket; supercenter; combination food and general merchandise store; any discount retail store, including so-called dollar stores; department store; warehouse club; wholesale club; gas station and/or convenience store; bakery shop or donut shop; coffee shop; tire store; oil change facility; car wash; used car lot; bar; tattoo parlor; pawn shop; check-cashing, short-term loan, payday loan or other similar business, tavern or an amusement or recreation establishment, including without limitation a pool hall, bowling alley, massage parlor, game center, gambling establishment, establishment with electronic gaming machines, theater, play house, night club, movie theater, a store that sells or rents videotapes, DVDs, video games or other comparable items that have a rating above NC-17 (or other comparable classification), adult book store, or establishment featuring a male or female revue or any other similar or related uses; any combination of, or parking to support, any or all of the foregoing prohibited uses. In addition, no merchandise, equipment or services, including but not limited to vending machines, promotional devices and similar items, shall be displayed, offered for sale or lease, or stored outside the building located on the Developer Parcel, except only trash or garbage containers which shall be screened so that they are not readily visible from the Meijer Parcel (which garbage or trash containers shall be subject to Meijer's review and approval contemplated in Section 2 herein).

2. Prior Approval of Plans and Specifications. No improvements on or to the Developer Parcel shall be made, or once made thereafter significantly altered, remodeled or relocated, until plans and specifications (including evidence of any necessary third party and governmental approvals) for any improvement (the "Plans and Specifications") have been submitted to Meijer and approved by Meijer in writing, a preconstruction meeting is held with or waived by a representative of Meijer Real Estate and a CAD file of the final site layout plan is provided to Meijer Real Estate. Meijer's approval is required to ensure that all improvements of or to the Developer Parcel are structurally, aesthetically and operationally compatible with the use, operation and improvements which may exist from time to time on the Meijer Parcel. Meijer's approval of such Plans and Specifications shall not be unreasonably delayed or withheld.

Developer acknowledges that Meijer shall not be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove any proposal submitted pursuant to this Declaration. No approval shall be considered an approval of the plans, drawings and/or specifications from an engineering perspective or a determination that they meet building, environmental or engineering design standards are in compliance with applicable covenants or governmental requirements, or that any improvements contemplated therein have

been built in accordance with such plans, drawings and/or specifications. Unless (a) Developer specifically notes that the Plans and Specifications submitted to Meijer deviate from the Development Standards in Paragraph 4 below and specifically notes the nature of such deviation, (b) Developer, with reference to this Paragraph 2, requests that Meijer allow for such specific deviation from the Development Standards and (c) Meijer, in its sole discretion, approves the nature and scope of such deviation from the Development Standards in writing, any aspect of the Plans and Specifications that deviates from the Development Standards shall be considered unapproved, even if such Plans and Specifications have been approved by Meijer.

3. No Zoning Variances. Developer and its successors and assigns shall not seek governmental approval for any use of the Developer Parcel which requires the grant of any type of zoning variance or special use permit from Lake County, or any commission or subdivision thereof, or from any other governmental entity, without the express written consent of Meijer.

4. Development Standards. The development standards ("Development Standards") are defined as:

- a. Building Restrictions. No building or structure on the Developer Parcel shall be more than Four Thousand (4,000) square feet in area nor more than (1) story (20 feet) in height not including parapets, architectural features, rooftop equipment or required screening (provided the height and appearance of such architectural features, rooftop equipment or required screening shall be subject to the review and approval of Meijer as contemplated herein). Only a single building or structure shall be permitted on the Developer Parcel. The building or structure on the Developer Parcel shall only be operated as a single use business.
- b. No Build Area. The east 50 feet of the Developer Parcel shall constitute a no-build area, and Developer, its successors and assigns, shall not construct any buildings or any structure on such no-build area. Such restriction shall not be construed to prohibit parking areas, light poles, ground signs, and other related improvements on the No Building Area, provided that such improvements shall be subject to Meijer's review of Plans and Specifications as provided in Paragraph 2 above and such improvements do not obstruct the view of the Meijer signs or Meijer building on the Meijer Parcel.
- c. Location of Existing Utilities and Easements on the Developer Parcel. Existing underground utility lines (including any of Meijer's private lines, which include but are not limited to lighting, irrigation, electric and telecommunication lines) must be field located and the actual location shown on the Plans and Specifications. Developer acknowledges that any plans, specifications or other information which Meijer provides are provided without representation or warranty by Meijer with respect to its accuracy, content or completeness. If the electric or communication service to the Meijer Store or the communication lines between the Meijer Store and the Gas Station/Convenience Store or the electric service to the Gas Station/Convenience Store is/are damaged, it will shut down the Meijer Store and/or the Gas Station/Convenience Store. Developer acknowledges that if any

such line is damaged it will be responsible for not only the repair of the line(s) but also for any losses incurred by Meijer arising out of such damage. All existing and proposed easements shall be indicated and labeled on the Plans and Specifications.

- d. Drives & Curb Cuts. Proposed drive locations and geometrics shall minimize disruption to operations on the Meijer Parcel and shall minimize traffic hazards and potential points of conflict. Any curb cut from the Developer Parcel onto the Meijer Parcel must be at least 30 feet from the south property line of Developer Parcel; at least 100 feet from the intersection of the Meijer entrance drive and the public street; and at least 25 feet from any adjoining outlot boundary. Any curb cut must not exceed 35 feet in width. The curb radii of any curb cut from the Developer Parcel onto the Meijer Parcel must be at least 15 feet. A stop sign and stop bar shall be included at the intersection of all proposed curb cuts with drive(s) on the Meijer Parcel. Curb cuts to any drive on the Meijer Parcel shall be constructed by leaving any existing concrete gutter pan in place and saw cutting/grinding the existing curb 1 inch above the flow line to create a gutter pan section.
- e. Signs. Any freestanding sign on the Developer Parcel must be shorter and smaller than any existing Meijer freestanding sign, must not be closer to the public right of way than any existing Meijer freestanding sign, must not obstruct the visibility of any existing Meijer freestanding sign and may not create an unsafe situation for vehicular or pedestrian traffic on the Meijer Parcel. The following types of signs are not permitted: signs with painted surface, flashing or audible signs, signs advertising business other than the one on the Developer Parcel, cloth signs, paper signs, cardboard signs or moveable signs.
- f. Grading and Drainage. Grading of the Developer Parcel must not sheet flow runoff onto the Meijer Parcel. If the Meijer Parcel presently drains to the Developer Parcel, the storm system on the Developer Parcel must allow for and accommodate such existing runoff. Runoff shall be collected within the Developer Parcel and into the proposed storm system for conveyance and disposal. If, as of the date of this Declaration, the Developer Parcel discharges storm water into the storm water system on the Meijer Parcel, subject to Meijer granting Developer storm water discharge rights in a separate agreement and subject to the terms of such agreement, the Developer Parcel may continue to discharge storm water into the storm water system on the Meijer Parcel at the rate of flow as of the date of Developer acquires the Developer Parcel.
- g. Landscaping. The landscaping on the Developer Parcel must not create an unsafe situation for vehicular or pedestrian traffic on the Meijer Parcel; must not obstruct the visibility of any Meijer sign; must screen dumpster enclosures, ground level units, loading/unloading areas, walk-in coolers, etc. and provide an aesthetic pleasing view of the proposed development from the Meijer Store, parking lot, and entrance drives.

- h. Dumpster Enclosures. Dumpster enclosures must match the quality of the approved building on the Developer Parcel. A dumpster enclosure gate must be opaque and may not be constructed with chain link fence fabric and/or slats. A dumpster enclosure must be accessed from drives on the Developer Parcel and must not create an unsafe situation for vehicular or pedestrian traffic on the Meijer Parcel.
- i. Site Electrical, Lighting and Illumination. Lighting on the Developer Parcel must match the light levels and uniformity on the Meijer Parcel, minimize light trespass onto the Meijer Parcel and minimize glare. Fixtures on the Developer Parcel must be full cutoff fixtures. The center of any relocated light pole base (or light pole that Meijer elects not to have removed) shall be at least five (5) feet off back of curb.
- j. Utilities on the Meijer Parcel. The Developer Parcel may not make a connection to any existing utility or improvement on the Meijer Parcel or run utility lines over the Meijer Parcel unless Meijer, in its sole discretion, consents to Developer tapping into such utility/improvement and Meijer and Developer enter into an agreement granting such right to tap into the existing utility or improvement.
- k. Existing Utilities on the Developer Parcel. Developer may not connect to any Meijer private water or sanitary line or any Meijer electric or gas service line that crosses the Developer Parcel except as expressly agreed between the Parties by a signed separate agreement.
- l. Relocation of Existing Utilities on the Meijer Parcel. If Developer desires to relocate any of the existing utilities, improvements or drainage on or affecting the Developer Parcel, any such relocation shall be completed without interruption to Meijer's utility service or drainage and only upon receipt of Meijer's prior written consent.
- m. Elevations. Buildings must be constructed of quality materials that are suited for a highly successful and reputable business and that will not reflect negatively onto the development on the Meijer Parcel. Walk-in coolers, ice machines, and similar improvements shall blend with the building exterior and be covered with compatible materials.

5. Parking. Developer and its successors and assigns shall provide a sufficient number of parking spaces on the Developer Parcel to meet all applicable governmental parking regulations. Developer's tenants and invitees shall park on the Developer Parcel and shall not park in the parking lot located on the Meijer Parcel. Meijer may take all appropriate action in order to prevent parking on the Meijer Parcel by tenants, invitees or employees of Developer, including without limitation, ticketing and towing unauthorized vehicles, if and as permitted by law. Nothing contained in this Declaration shall be construed to grant Developer the right to use the Meijer Parcel in order to meet any parking, setback, sidewalk, bulk or other zoning or building requirements applicable to the Developer Parcel. Meijer's invitees, employees and lessees shall park on the Meijer Parcel and shall not park on the Developer Parcel.

6. Maintenance. Developer shall maintain the Developer Parcel, including all landscaping and improvements thereon, in a slightly, safe condition and in a good state of repair at a standard that is at least comparable to the standard of maintenance for other first class outlot developments in the metropolitan area in which the Developer Parcel is located. During the completion of any construction work on or about the Developer Parcel, Developer shall keep existing pavement on the Meijer Parcel "broom clean" and free of soil or aggregate that might be brought off-site from the Developer Parcel onto the Meijer Parcel. In the event Developer fails to fulfill such maintenance obligation after twenty (20) days prior written notice from Meijer, Meijer shall have the right, but not the obligation, to enter upon the Developer Parcel to cure such default at Developer's expense. If Meijer exercises its self-help right pursuant to this paragraph, Developer agrees to reimburse Meijer all documented costs reasonably incurred by Meijer in curing such default, plus an administrative fee equal to ten percent (10%) of such costs, within twenty (20) days after receipt of an invoice from Meijer. In addition for any reimbursement obligation not paid by Developer to Meijer in the timeframe provided above, (a) Developer shall be responsible for interest on such amount computed at the rate of the smaller of (i) twelve (12%) percent per annum and (ii) the highest interest rate allowed by law and (b) Meijer shall have the right to record a lien on the Developer parcel for the amount of the unpaid costs and the administrative fee, together with accrued interest at the rate set out above.

a. In the event any of the improvements on the Developer Parcel are damaged by fire or other casualty (whether insured or not), Developer shall, subject to governmental regulations and/or insurance adjustment delays, immediately remove the debris resulting from such event and provide a slightly barrier, and within a reasonable time thereafter shall either (i) repair or restore the damaged improvement to a complete unit, such repair or restoration to be performed in accordance with all provisions of this Declaration, (ii) erect another improvement in such location, such construction to be performed in accordance with all provisions of this Declaration, or (iii) demolish the damaged portion and/or the balance of such improvement and restore the cleared area to a landscaped condition.

7. Term. This Declaration shall continue for a term of twenty (20) years from the date hereof, or so long as a combination food and general merchandise type retail establishment is in operation on some or all of the Meijer Parcel, whichever shall be longer. Temporary cessation of operation upon the Meijer Parcel due to fire or other casualty, acts of God, labor disputes or other causes beyond the reasonable control of the owner of the Meijer Parcel and a temporary cessation of use for not more than three hundred sixty-five (365) consecutive days for the purpose of making alterations or for reletting shall not be deemed a cessation of operation within the meaning of this Section.

8. Covenants Running With Land. The restrictions hereby imposed and the agreements herein contained shall be restrictions and covenants running with the land and shall inure to the benefit of the Meijer Parcel. The restrictions and covenants herein shall be binding upon the Parties and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of all or any part of the Developer Parcel or the Meijer Parcel and all those claiming by through or under them. Notwithstanding the foregoing, in the event Meijer sells a portion of the Meijer Parcel for outlot development, while continuing to operate the combination food and general merchandise type retail establishment on the remaining portion of

the Meijer Parcel, such outlot parcel shall automatically be excluded from the definition of the Meijer Parcel upon the sale of the outlot.

9. Legal and Equitable Relief. Meijer and its successors and assigns shall have the right to prosecute any proceedings at law or in equity against Developer and its successors and assigns, or any other person or entity violating, attempting to violate or defaulting upon any of the provisions contained in this Declaration, in order to prevent any violation, attempted violation or default upon the provisions of this Declaration and to recover damages for any such violation or default. The remedies available under this Paragraph shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Declaration.

10. Litigation Expense. If litigation arises out of or in connection with this Declaration, the party prevailing to judgment shall be entitled to recover its reasonable attorney fees and court costs.

11. Waiver of Default. No waiver of any default by Meijer under this Declaration shall be implied from any omission by Meijer to take any action with respect to any such default if such default continues or is repeated. In addition, no express waiver of any default shall affect any other default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by Meijer to or of any act or request by Developer requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. All rights and remedies under this Declaration are cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which Meijer might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by a party shall not impair its standing to exercise any other right or remedy.

12. Method of Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of the Parties, as the respective fee simple owners of the Developer Parcel and the Meijer Parcel, by declaration in writing, executed and acknowledged by the Parties, duly recorded in Lake County, Indiana.

13. No Third Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the fee simple owner(s) of the Developer Parcel and the Meijer Parcel, its successors and assigns, and not for the benefit of any third person or entity. In addition, this Declaration shall not be deemed to have conferred any rights, express or implied, upon any third person or entity.

14. Notices. Any notice or communication which either party desires, or is required, to give the other shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested or by overnight express mail by a nationally recognized carrier, to the address shown for that party on the first page of this Declaration or to any subsequent address which may

be provided to either party in writing. All notices or communications to Meijer shall be directed to the attention of its Real Estate Department. Notices shall be deemed given three (3) days after mailing if sent by certified mail, postage prepaid, or upon receipt if delivered personally or by overnight express mail.

15. Captions. The captions of the paragraphs of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

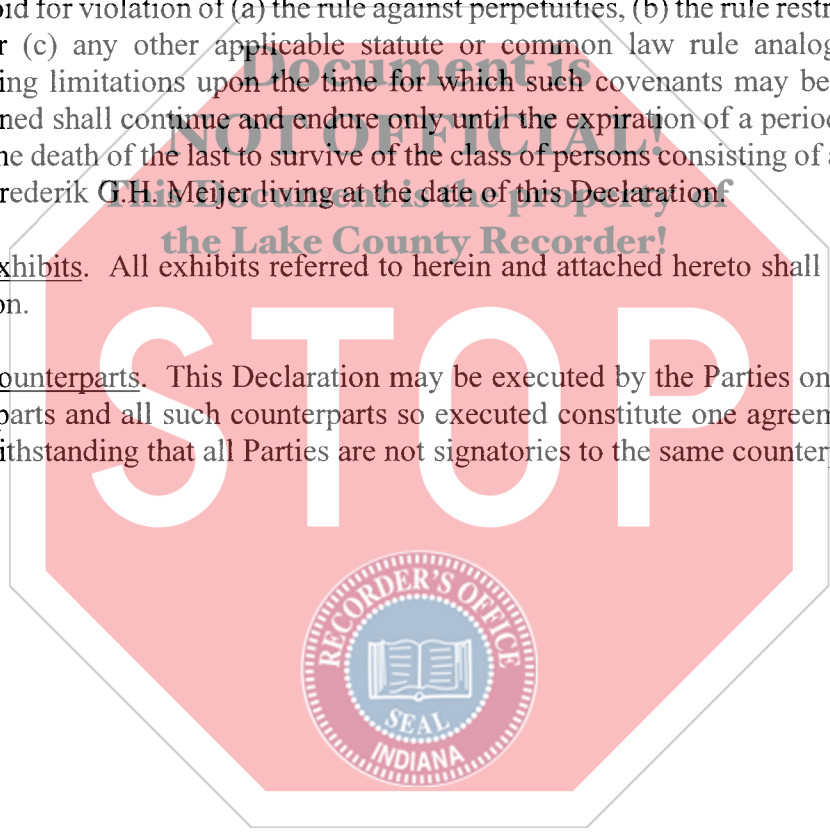
16. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Indiana and any applicable federal laws and regulations.

17. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent provided by law.

18. Perpetuities. If and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Frederik G.H. Meijer living at the date of this Declaration.

19. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

20. Counterparts. This Declaration may be executed by the Parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.



IN WITNESS WHEREOF, the Parties have executed this Declaration of Restrictions as of the day and year above first written.

MEIJER STORES LIMITED PARTNERSHIP

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

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

JB/S

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 18th day of November, 2014, by Michael L. Kinstle, the Vice President-Real Estate of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership, on behalf of said limited partnership.

NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

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



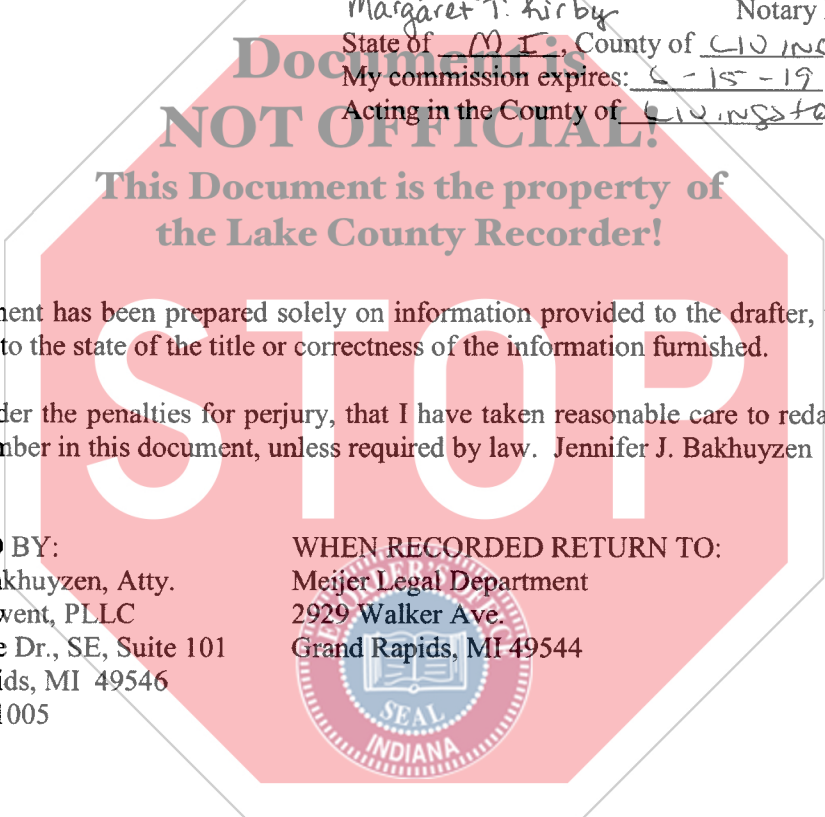
SUNDANCE, INC.

By: Peter Lyders-Petersen
Peter Lyders-Petersen
Its: President

STATE OF MI)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 18th day of November, 2014, by Peter Lyders-Petersen, the President of Sundance, Inc., a Michigan corporation, on behalf of said corporation.

Margaret T. Kirby
Margaret T. Kirby Notary Public
State of MI, County of LIVINGSTON
My commission expires: 6-15-19
Acting in the County of LIVINGSTON



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:
Meijer Legal Department
2929 Walker Ave.
Grand Rapids, MI 49544

**EXHIBIT A
TO
DECLARATION OF RESTRICTIONS**

Legal Description of the Developer Parcel

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 20 minutes 48 seconds East, a distance of 28.54 feet; thence along said curve an arc length of 29.23 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, containing, 1.33 acres, more or less, all in Lake County, Indiana.

Tax Parcel No.: 45-07-32-428-003.000-026
Address: _____ Indianapolis Blvd., Highland, Indiana

**EXHIBIT B
TO
DECLARATION OF RESTRICTIONS**

Legal Description of the Meijer Parcel

Meijer Plat, an addition to the Town of Highland, Lake County, Indiana, as shown in Plat Book 82, page 94, of Lake County, Indiana Records, and further described as:

Part of the Northeast Quarter of the Southeast Quarter and Part of the Southeast Quarter of the Northeast Quarter 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 degrees 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 degrees 08'30" East for 457.65 feet to an iron set; thence continuing along said right-of-way line South 00 degrees 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 (344.88 Rec.) feet, said curve having a radius of 17138.73 feet, a central angle of 1 degrees 09'07" (1 degrees 09'11" Rec.) and a long chord bearing South 00 degrees 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 degrees 57'20" West, for 35.54 feet (S73 degrees 57'30"W 34.59' Rec.) to an iron set; thence North 89 degrees 14'18" West, for 130.61 feet (N89 degrees 14'08"W 130.61' Rec.) to an iron set; thence South 89 degrees 24'15" West, for 211.06 feet (S89 degrees 24'25"W 211.06' Rec.) to an iron set; thence North 89 degrees 14'18" West, for 403.91 feet ((N89 degrees 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 286.01 feet, a central angle of 30 degrees 40'01", and a long chord bearing South 75 degrees 25'40" West, for 151.26 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 degrees 14'18" West, for 18.81 feet (N89 degrees 14'08"W 18.81 Rec.) to an iron set; thence North 38 degrees 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 degrees 45'04", and a long chord bearing North 19 degrees 28'21" West, for 311.85 feet to an iron set; thence North 00 degrees 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 degrees 13'56" East, for 319.90 feet to an iron set; thence North 00 degrees 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 degrees 13'56" East, for 517.95 feet to an iron set; thence North 00 degrees 46'04" East, for 213.82 feet to an iron set in the south line of land conveyed to the Town of Highland in Doc. No. 396848; thence along said south line, South 89 degrees 13'56" East, for 168.58 feet to an iron set in the west line of land dedicated to the Town of Highland in Doc. No. 396848; thence along said west line, South 04 degrees 08'30" East, for 214.61 feet to an iron set on said north line of said Southeast

Quarter; thence along said north line, South 89 degrees 13'56" East, for 60.22 feet to the Point of Beginning. Containing 32.548 acres, more or less;

EXCEPTING THEREFROM the additional right-of-way for Ramblewood Drive dedicated pursuant to the Meijer Plat, an addition to the Town of Highland, Lake County, Indiana, as depicted in Plat Book 82, Page 94 of Lake County, Indiana Records; and

FURTHER EXCEPTING THEREFROM a 0.278-acre parcel for deeded for additional right-of-way for U.S. 41 (Indianapolis Blvd.) pursuant to Quitclaim Deed from Meijer, Inc. to the State of Indiana, dated June 24, 1998, recorded September 24, 1998, as Document #98075994 of Lake County, Indiana Records, and further described as follows:

Part of the Northeast Quarter of the Southeast Quarter 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 east line of said Southeast Quarter, South 00 degrees 05'52" East, for 1248.68 feet; thence North 89 degrees 51'06" West, for 55.51 feet to the west right-of-way line of U.S. 41 (Indianapolis Blvd.) and the Point of Beginning of the tract of land described herein; thence North 89 degrees 51'05" West, for 15.93 feet; thence North 00 degrees 31'38" East, for 326.55 feet; thence North 00 degrees 03'22" West, for 466.63 feet; thence North 89 degrees 56'34" East, for 14.85 feet; thence South 00 degrees 03'22" East, for 466.63 feet; thence on a curve to the right for an arc length of 326.60 feet, said curve having a radius of 17138.73 feet, a central angle of 01 degrees 05'31", and a long chord bearing South 00 degrees 20'19" West, for 320.60 feet. Said exception parcel containing 0.278 acres, more or less.

FURTHER EXCEPTING THEREFROM a 0.739-acre parcel sold to Halle Properties, L.L.C. described as follows:

Situate in the County of Lake, State of Indiana, being Lot 1 of Discount Tire Addition, a Planned Unit Development to the Town of Highland (An Amendment to part of Meijer Plat as shown in Plat Book 82, Page 94, in the office of the recorder, Lake County, Indiana) recorded in the office of the recorder, Lake County, Indiana on January 20, 2006 in Plat Book 98, Page 89 as Document Number 2006 004726

ALSO EXCEPTING THEREFROM:

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 20 minutes 48 seconds East, a distance of 28.54 feet; thence along said curve an arc length of 29.23 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, containing, 1.33 acres, more or less, all in Lake County, Indiana.

Tax Parcel No.: 45-07-32-428-001-000-026

Address: 10138 Indianapolis Blvd., Highland, Indiana

