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

2014 080392

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 DEC 18 AM 8:38

MICHAEL B. BROWN  
RECORDER

**NONEXCLUSIVE UTILITY EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is made this 20<sup>th</sup> 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 **SUNDANCE, INC.**, a Michigan corporation, whose address is 7915 Kensington Court, Brighton, Michigan 48116, hereinafter referred to as "Developer." Meijer and Developer are together hereinafter referred to as the "Parties."

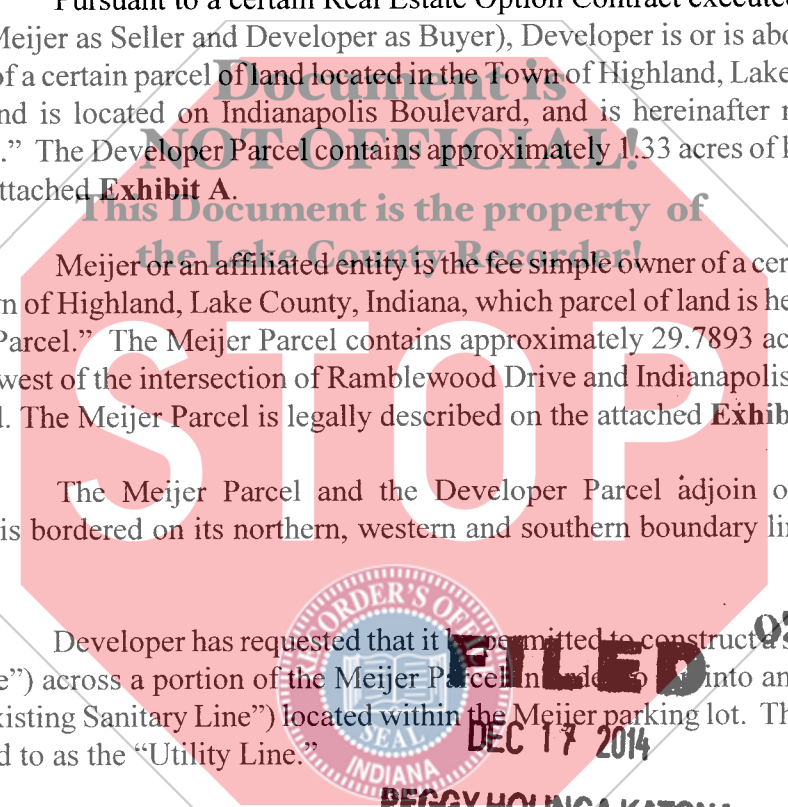
**RECITALS**

A. Pursuant to a certain Real Estate Option Contract executed by and between the Parties (with Meijer as Seller and Developer as Buyer), Developer is or is about to become 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. The Meijer Parcel is legally described on the attached **Exhibit B**.

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

D. Developer has requested that it be permitted to construct a sanitary sewer line (the "Sanitary Line") across a portion of the Meijer Parcel and connect it into an existing sanitary sewer line (the "Existing Sanitary Line") located within the Meijer parking lot. The Sanitary Line is hereinafter referred to as the "Utility Line."



**NO SALES DISCLOSURE NEEDED**

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

43

Approved Assessor's Office

By: [Signature]

Nonexclusive Utility Easement Agreement  
#170 - Highland, Lake Co., IN  
MSLP / Windy Landings, Inc.

-1-

1/11

CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 1820204731  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM [Signature]  
CLERK \_\_\_\_\_

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E. Meijer has agreed to grant Developer a non-exclusive easement over, under and across that portion of the Meijer Parcel legally described on **Exhibit C** attached hereto, and located approximately as shown as **Exhibit D** attached hereto (hereinafter referred to as the "Easement Area"), in order to permit Developer to maintain, operate, repair and replace the Utility Line. Meijer has also agreed to allow Developer to construct the Utility Line within the Easement Area as contemplated herein.

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

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the execution of this Easement Agreement by the Parties hereto, the mutual covenants and agreements contained herein, 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. Grant of Easement. Subject to Developer obtaining all necessary municipal approvals for the construction, use and operation of the Utility Line, Meijer hereby grants to Developer (for the benefit of the Developer Parcel), a perpetual, nonexclusive easement across and under the Easement Area, for the sole purpose of permitting the operation, maintenance, repair and replacement of the Utility Line.

2. Encumbrances. The easement herein granted to Developer is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Developer acknowledges that Meijer may grant other easements and encumbrances over and across the Easement Area that do not interfere with Developer's use of the Easement Area in accordance with this Easement Agreement.

3. Reservation of Rights.

(a) Meijer's Reservation. Meijer hereby reserves for itself, its successors and assigns, the right to use the Easement Area for any purpose which is not inconsistent with Developer's use of the Easement Area for utility service, including, but not limited to, the right to use the Easement Area for landscaping, construction of driveways, parking lots and the installation of underground utility lines.

(b) Relocation of Easement Area. Meijer hereby reserves for itself, and its successors and assigns, the right to relocate the Utility Lines, at Meijer's sole cost and expense, provided there is no interruption of utility service to the Developer Parcel. Meijer agrees to coordinate any such relocation with Developer so as to minimize any interference with the operations on the Developer Parcel. In the event of any such relocation, Meijer may unilaterally amend this Easement Agreement to describe the new location of any such revised Easement Area(s) if necessary.

4. Construction.

(a) Construction. Developer shall, at its expense, be responsible for the construction of the Utility Line and related improvements. Developer shall be responsible for obtaining any governmental approvals and paying any governmental fees to connect to the sanitary line and for the construction of any improvements/modifications to the existing utility lines and related facilities required by the applicable governmental authorities arising out of the development of the Developer Parcel, subject to Meijer's review and approval of all plans and specifications associated with such work. Any such construction shall be completed by Developer in connection with its development of the Developer Parcel. Such construction (including the preparation of plans and specifications) shall be performed at the sole cost and expense of Developer, and Meijer shall not be obligated to pay for any of such work. The improvements contemplated in this Paragraph 4(a) shall be hereinafter referred to as the "Improvements." The Utility Line shall be limited to the size and specifications customary to serve one (1) single-use retail, restaurant, or commercial building of not more than six thousand (6,000) square feet in size.

(b) Review of Plans. Developer shall not begin construction of, or subsequently modify the plans for the Improvements until such time as Meijer is provided with, and approves in writing, all such engineering drawings, plans, specifications and other information as Meijer may reasonably require, including evidence of approval of such use/tap from the applicable governmental authorities. Meijer shall not unreasonably delay or withhold its approval of such plans, drawings and specifications.

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 or failure to review any proposal submitted pursuant to this Agreement. No approval shall be considered an approval of the plans, drawings 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 or specifications.

(c) Workmanship and Protection of Existing Utility Lines. Developer agrees that all construction of the Improvements shall be performed in a good and workmanlike manner, with first-class materials and in accordance with the plans and specifications referenced herein and all applicable laws, rules, ordinances and regulations. In addition, Developer shall not complete any construction work or in any way interfere with the store operations on the Meijer Parcel between November 15 and December 31 without the prior written consent of Meijer which consent shall not be unreasonably withheld, delayed or conditioned. Developer shall not block the traffic flow on the Meijer Parcel during the construction work; provided however, Developer reserves the right to temporarily re-route traffic flow to permit construction work within the Easement Area for a reasonable time period subject to the reasonable approval of Meijer, which approval shall not be unreasonably withheld, delayed or conditioned. Developer shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with such construction. Developer agrees that there shall be no open-cutting of any paved surface on the Meijer Parcel during the construction of the Improvements except for open-cutting, not to exceed four hundred (400) square feet in area, to make the connection to manhole SA-104. Developer agrees that any existing utility lines located within

the Easement Area shall be field located and protected and there shall be no interruption whatsoever of the utility services provided by the existing utility lines as a result of any construction activities by Developer and its contractors or subcontractors. Developer acknowledges that even if Meijer provides copies of utility plans to assist in locating such utility lines, Meijer does not represent the accuracy of such plans and Developer remains responsible for determining which utility lines exist in such areas and the location of such lines

(d) Construction Liens. In the event any construction liens are filed against the Meijer Parcel, or any part thereof, in connection with any work performed by or on behalf of Developer pursuant to this Easement Agreement, Developer shall either pay or cause to be paid the same and have said liens discharged of record, promptly, or shall take such action as may be required to reasonably and legally object to such lien, or to have the lien removed from the Meijer Parcel, and in all events shall have such lien discharged prior to the foreclosure of such lien. In the event Developer fails to comply with the terms of this Paragraph 4(d), Meijer shall have the right to pay-off said construction liens, whereupon Developer shall, within ten (10) days of the receipt of written demand therefor, reimburse Meijer for the entire cost of paying said liens, together with interest on such amount computed at the rate of eight (8%) percent per annum, calculated monthly, from the date of any such expenditure by Meijer to the date of payment. Upon Meijer's request, Developer shall, at Developer's expense, furnish such security as may be required to and for the benefit of Meijer and its mortgagees, if any, or any title insurance company designated by Meijer, to permit a report of title to be issued relating to the Meijer Parcel, without showing thereon the effect of such lien or insuring over such lien.

(e) Cleanup. During the completion of the construction of the Improvements and during the development of the Developer Parcel, Developer shall be responsible for regularly cleaning the Easement Area and the Meijer Parcel of dirt and debris caused by Developer's construction activities. Upon completion of the construction of the Improvements, Developer shall restore all areas disturbed during construction to their condition prior to construction.

(f) License. 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 hereunder, the owner of such property hereby grants the party a license to enter and perform such right or obligation.

5. Maintenance; Manner of Work. The Utility Line shall be operated, controlled and maintained in good condition and repair by Developer at Developer's sole cost and expense (unless said maintenance is performed by the County or other governmental authority), in conformity with all governmental regulations. Developer agrees to provide to Meijer no less frequently than two (2) times per year with the manifests from its grease hauler reflecting the removal of grease from the Developer Parcel and the non-disposal of grease in the Utility Line.

6. Developer's Insurance Requirements. At all times during the term of this Agreement, Developer shall purchase and maintain the following insurance coverages: (i) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal

liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time. (ii) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles. (iii) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement. (iv) Employers' Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000.00). Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, Michigan 49501-3280. Insurance policies shall afford primary coverage and contain a provision that the coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department. All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better. Compliance by Developer with the requirements in this Paragraph 7 (Developer's Insurance Requirements) as to carrying insurance and furnishing proof thereof to Meijer shall not relieve Developer of its indemnity obligations under Paragraph 9 (Indemnification). Indemnity obligations in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured. Failure to comply with all insurance requirements shall be deemed a material breach of this Agreement. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

7. Insurance Requirements for Developer's Contractors and Subcontractors.

Prior to commencing any work on the Meijer Parcel, Developer shall cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their work in, on or about the Meijer's Parcel, the following insurance coverages:

(a) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership, and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time.

(b) Automobile Liability including contractual liability coverage for all owned, hired, and non-owned autos.

(c) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement.

(d) Employer's Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000).

Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, MI 49501-3280. Insurance policies shall afford primary coverage and contain a provision that coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department; All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better.

Notwithstanding anything to the contrary in the foregoing, Meijer shall not be responsible for verifying compliance by any contractor or subcontractor with the foregoing insurance requirements. Rather, it shall be Developer's sole responsibility to monitor compliance by any of its contractors and subcontractors with the foregoing insurance requirements. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

8. Indemnification. Developer agrees to defend, indemnify and save harmless Meijer, Meijer Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, their parent, subsidiary and affiliated entities and their respective officers, directors, shareholders, partners, agents and employees (hereafter collectively "Related Parties"), from and against any and all liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against Meijer or its Related Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any activity by Developer, its employees, agents, contractors, subcontractors, lessees, invitees, or licensees in, on, or about the Meijer Parcel; (ii) arising out of any default by Developer under this Easement Agreement; or (iii) arising out of any negligent act or omission to act by Developer, its agents, employees, contractors or subcontractors. The foregoing indemnity from Developer shall include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting from the negligence of Meijer or its Related Parties. Developer agrees to give Meijer the right to approve or select counsel for defending Meijer against any and all claims, liability and damages covered by this indemnity provision.

9. Covenants Running with the Land. The rights herein granted and the agreements herein contained shall be rights and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.



extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Easement Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

15. Attorney's Fees. If litigation arises out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorney's fees.

16. Counterparts. This Easement Agreement 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.

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**EXHIBIT A  
TO  
NONEXCLUSIVE UTILITY EASEMENT AGREEMENT**

Legal Description of 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 Number: 45-07-32-428-003-000-026  
Address: \_\_\_\_\_ Indianapolis Blvd., Highland, Indiana

**EXHIBIT B  
TO  
NONEXCLUSIVE UTILITY EASEMENT AGREEMENT**

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 degree 09'07" (1 degree 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.

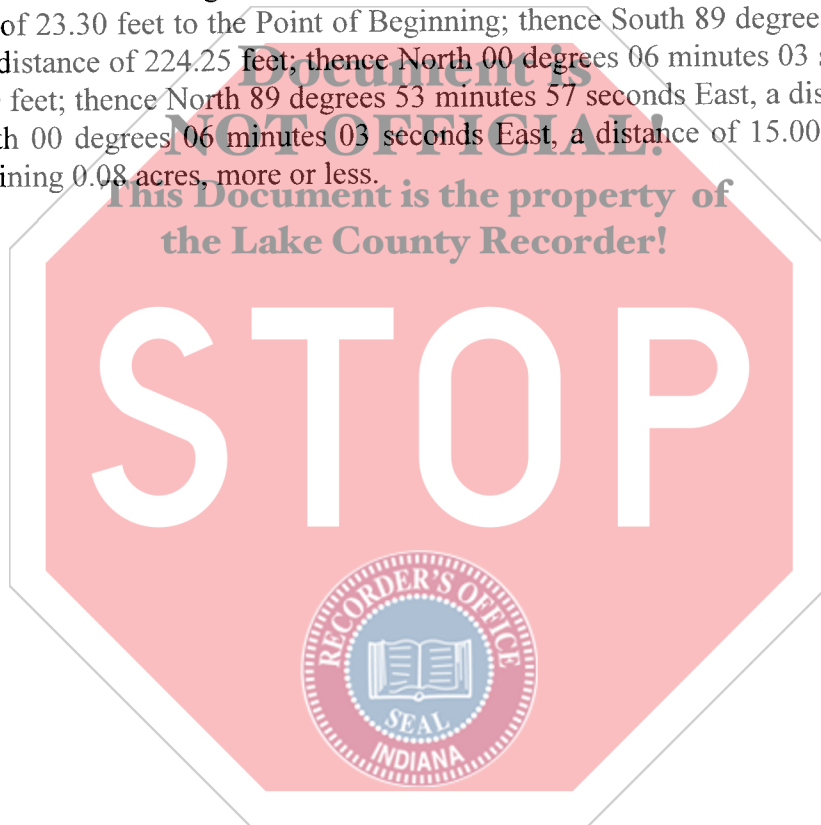
Tax Parcel Number: 45-07-32-428-001.000-026  
10138 Indianapolis Blvd., Highland, Indiana



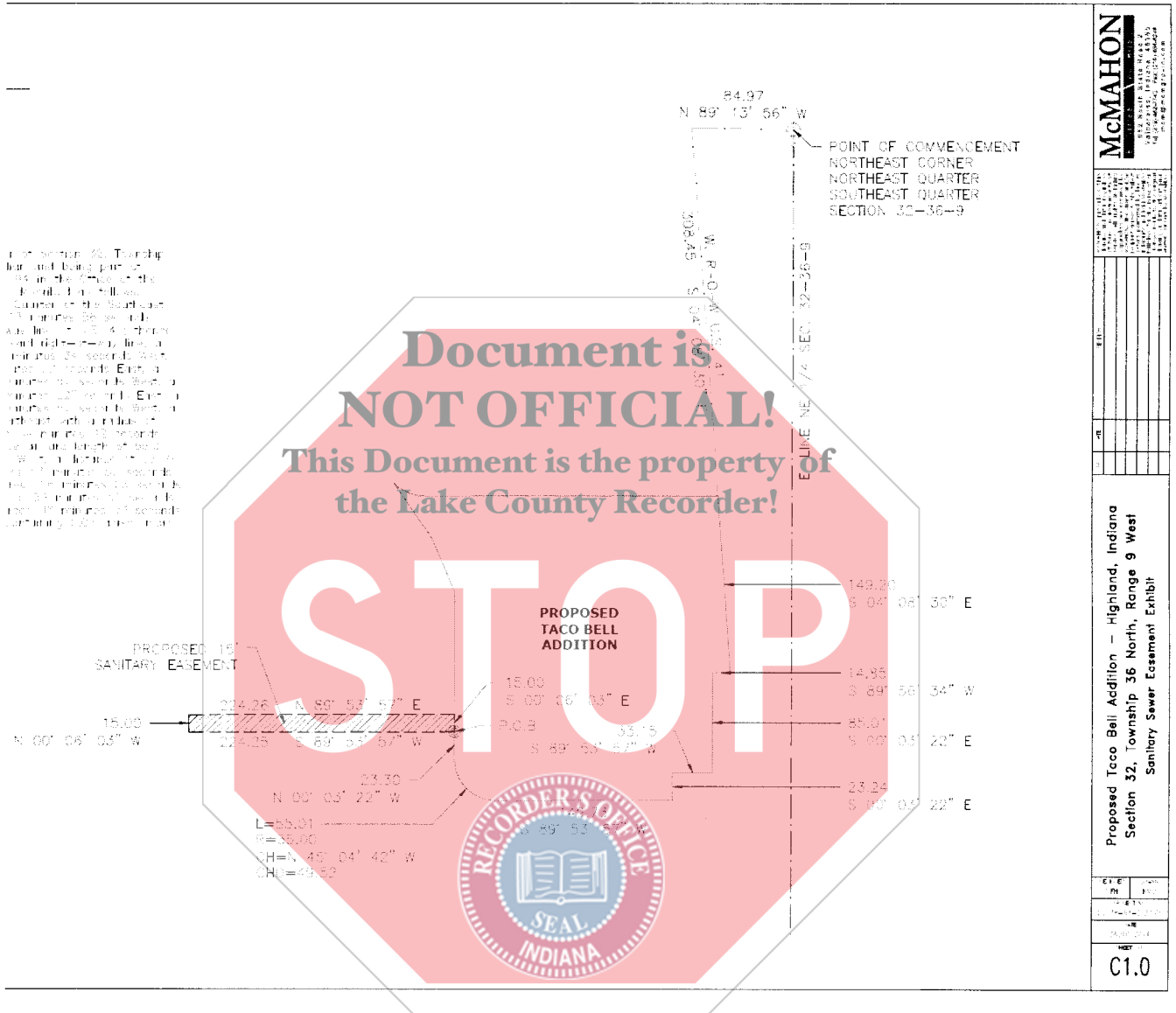
**EXHIBIT C  
TO  
NONEXCLUSIVE UTILITY EASEMENT AGREEMENT**

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 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 Northeast Quarter of the Southeast Quarter of said Section 32; thence North 89 degrees 13 minutes 56 seconds West, a distance of 84.97 feet to the West right-of-way line of U.S. 41; thence South 04 degrees 08 minutes 30 seconds East along said right-of-way line, a distance of 457.65 feet; thence South 89 degrees 56 minutes 34 seconds West, a distance of 14.85; thence South 00 degrees 03 minutes 22 seconds East, 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 23.30 feet to the Point of Beginning; thence South 89 degrees 53 minutes 57 seconds West, a distance of 224.25 feet; thence North 00 degrees 06 minutes 03 seconds West, a distance of 15.00 feet; thence North 89 degrees 53 minutes 57 seconds East, a distance of 224.26 feet; thence South 00 degrees 06 minutes 03 seconds East, a distance of 15.00 to the Point of Beginning, containing 0.08 acres, more or less.



**EXHIBIT D  
TO  
NONEXCLUSIVE UTILITY EASEMENT AGREEMENT  
Illustration of the Easement Area**



**McMAHON**  
SURVEYING & ENGINEERING, INC.  
1400 N. WINDY LAKES BLVD.  
LAKE COUNTY, INDIANA 46534  
TEL: 765.286.1111  
WWW.McMAHONSURVEYING.COM

Project: Proposed TACO Bell Addition - Highland, Indiana  
Section 32, Township 36 North, Range 9 West  
Sanitary Sewer Easement Exhibit

DATE: 11/11/11  
BY: [Signature]  
CHECKED: [Signature]  
SCALE: AS SHOWN  
JOB NO: 11-001

C1.0