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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 063037

2015 SEP 15 AM 9:04

MICHAEL B. BROWN
RECORDER

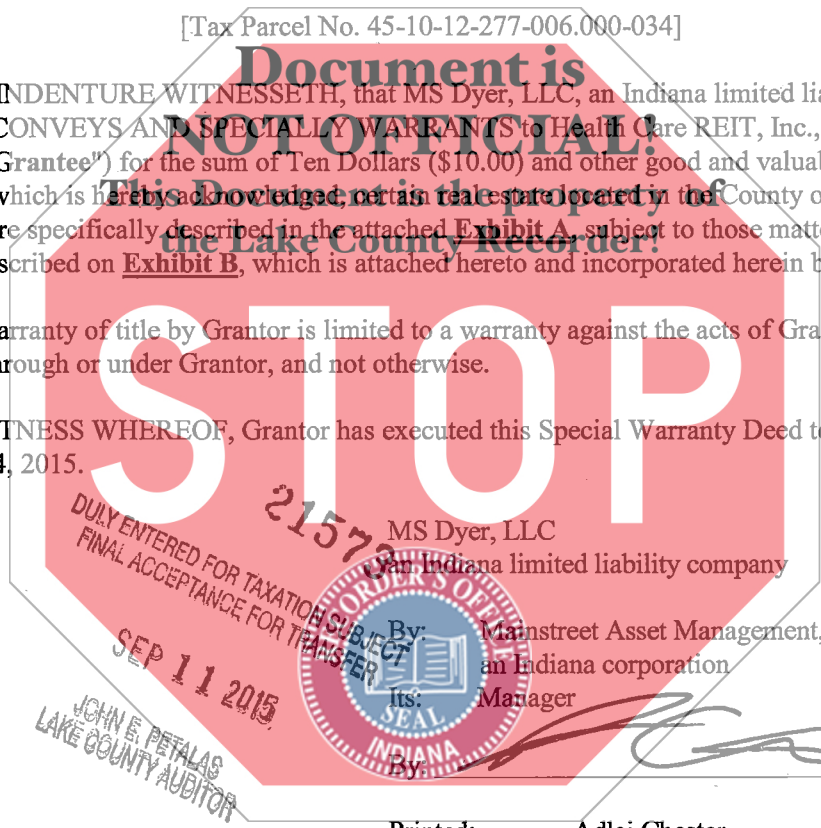
SPECIAL WARRANTY DEED

[Tax Parcel No. 45-10-12-277-006.000-034]

THIS INDENTURE WITNESSETH, that MS Dyer, LLC, an Indiana limited liability company ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to Health Care REIT, Inc., a Delaware corporation ("Grantee") for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, certain real estate located in the County of Lake, State of Indiana, as more specifically described in the attached Exhibit A, subject to those matters more specifically described on Exhibit B, which is attached hereto and incorporated herein by reference.

The warranty of title by Grantor is limited to a warranty against the acts of Grantor and those claiming by, through or under Grantor, and not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of September 4, 2015.



MS Dyer, LLC
an Indiana limited liability company

By: Mainstreet Asset Management, Inc.,
an Indiana corporation
Its: Manager

Printed: Adlai Chester

Title: Chief Financial Officer

JOHN E. PETALAS
LAKE COUNTY AUDITOR

First American Title Order # NCS-738069

22.00
~~\$20.00~~
M.E
047508

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Adlai Chester, by me known to be the Chief Financial Officer of Mainstreet Asset Management, Inc., an Indiana corporation, the Manager of MS Dyer, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Special Warranty Deed on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 4th day of September, 2015.

Document is the property of the Lake County Recorder!

NOT OFFICIAL!

LEIGH ANN CONWAY
Notary Public
Hamilton County
My Commission Expires
May 10, 2016

STOP

RECORDER'S OFFICE
HAMILTON COUNTY
INDIANA
LEIGH ANN CONWAY

This instrument was prepared by: Julie M. Elliott, Esq., c/o Mainstreet Property Group, LLC, 14390 Clay Terrace Boulevard, Suite 205, Carmel, Indiana 46032.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Julie M. Elliott, Esq.

Return Deed to:

Health Care REIT, Inc.
4500 Dorr Street
Toledo, OH 43615-4040
Attn: Senior VP-Legal

Send tax bills to:

Health Care REIT, Inc.
4500 Dorr Street
Toledo, OH 43615-4040

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN MS DYER SUBDIVISION, AN ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, RECORDED APRIL 17, 2014 AS DOCUMENT 2014 021842 AND CERTIFICATE OF AMENDMENT THERETO, RECORDED AUGUST 21, 2015 AS DOCUMENT 2015 057188, IN LAKE COUNTY, INDIANA.



EXHIBIT B

Permitted Exceptions

1. All real estate taxes and assessments not yet due and payable.
2. Easement Agreement in favor of the Town of Dyer, Lake County, Indiana, recorded October 5, 2011 as Document 2011-055918.
3. Access Easement Agreement by and between Lake County Trust Company, as Successor to Centier Bank as Trustee under the provisions of a Trust Agreement dated the 30th day of December, 1999, known as Trust No. 2037, and MS Dyer, LLC dated March 28, 2014 and recorded April 2, 2014 as Instrument 2014-019005 and re-recorded April 16, 2014 as Instrument No. 2014 021587.
4. 15 foot side yard building setback line and 105 foot build to setback line as shown on the Plat of MS Dyer Subdivision recorded April 17, 2014 as Document Number 2014 021842.
5. Resolution of the Dyer Redevelopment Commission Adopted on March 7, 2014, Entitled "Resolution Amending Declaratory Resolution of the Dyer Redevelopment Commission Creating the Consolidated Economic Development Area" recorded April 16, 2014 as Document No. 2014-021598.
6. 75 foot right of entry; setback and use restrictions; possible assessments for maintenance and/or reconstruction, and all rights of others entitled to the continued uninterrupted flow of water through the Hart Ditch, a legal drain established in accordance with I.C. 36-9-27-33.
7. Rights of owners of land bordering on the Plum Creek in respect to the water of said Plum Creek.
8. Rights of the interested parties to the free and unobstructed flow of the waters of the Plum Creek which may flow on or through the land.
9. Rights of parties in possession, if any, as tenants only, with no purchase options and no rights of first refusal.

