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

MAIL TAX BILLS TO:
Crew Carwash, Inc.
10251 Hague Road
Indianapolis, Indiana 46256

2016 035120

STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED FOR RECORD
2016 JUN -8 AM 9:06

MICHAEL J. BROWN
TAX ID NO. 008-08-15-9703-001
Parcel No 45-12-21-401-007.000-030
(includes other land)

SPECIAL WARRANTY DEED

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

GRANTS AND CONVEYS to DAHM NO. 46, LLC, an Indiana limited liability company, whose address is 10251 Hague Road, Indianapolis, Indiana 46256 ("Grantee"), with **SPECIAL WARRANTY COVENANTS**, the following described premises situated in the Merrillville Township, Lake County, Indiana (the "Property"), described as:

Lot 1A, Resubdivision of Lot 1 of Meijer Plat recorded as Document No. 2016-027688 in Plat Book 109, Page 5 in the Office of the Recorder of Lake County, Indiana.

TOGETHER WITH: Nonexclusive rights and obligations as specified in the following agreements: Nonexclusive Driveway Access Easement Agreement, Nonexclusive Storm Water Discharge Agreement, and Nonexclusive Utility Easement Agreement; which agreements have been executed by Grantor and Grantee as of the date of this Special Warranty Deed and recorded simultaneously with this Special Warranty Deed.

SUBJECT TO: (a) Terms, covenants, conditions and restrictions as specified in the Declaration of Restrictions executed by Grantor and Grantee, which Declaration is dated the same date as this Special Warranty Deed and recorded simultaneously with this Deed; (b) easements and restrictions of record; (c) a perpetual easement herein reserved by Grantor for the benefit of Grantor's adjacent property for the use, operation, maintenance, inspection, replacement, and repair of all (i) existing utility lines, drainage, and improvements currently located on, onto and/or under the surface of the Property and (ii) existing utility lines and improvements located within ten (10) feet of the boundary of the Property (together, the "Improvements"), provided, however, that (1) such easement regarding said Improvements shall be limited to the ten (10) feet of the Property nearest and contiguous to said boundary, (2) Grantor shall give reasonable prior notice to Grantee prior to entering the Property (except for emergencies) to avoid interference with Grantee's business, (3) any damage to the Property shall be promptly repaired by Grantor, (4) Grantee acknowledges that no improvements shall be constructed over such Improvements without the prior written consent of Grantor, provided, however, Grantee may use all easement areas for landscaping, driveways, parking lots, curbing and curb cuts that do not interfere with Grantor's retained easement, and (5) Grantee shall have the right to change the location of the Improvements on the Property, provided such relocations do not result in interruption or diminishment of utility service or drainage and further provided Grantee obtains Grantor's prior written consent for any such relocation, which consent shall not be unreasonably withheld, conditioned or delayed; (d) any existing drainage from adjacent parcels and roadways currently draining onto and/or across the Property; (e) all zoning and land use ordinances and (f) any general real property taxes and assessments not yet due and payable.

013356

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

JUN 07 2016

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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18,000-
182,060,247
#B

Grantor warrants to Grantee and its successors in title that Grantor has not created or permitted to be created any lien, charge, or encumbrance against the premises described above that is not shown listed herein; and Grantor covenants that it will defend said premises to the extent of the warranties made herein against lawful claims of all persons.

Prior instrument reference: Document #2000-076582 in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed as of the 10th day of May, 2016.

MEIJER STORES LIMITED PARTNERSHIP
By: Meijer Group, Inc., its general partner

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

STATE OF MICHIGAN)
COUNTY OF KENT)



Legal [Signature]
Bus. [Signature]

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 10th day of May, 2016.



[Signature]
Notary Public, State of Michigan, County of ___
My commission expires: _____
Acting in the County of Kent.

ANGELA M. MAZUREK
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires: 3/2/2022

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. W.H. Allen Shelden

THIS INSTRUMENT PREPARED BY:
W.H. Allen Shelden, Atty.
Legal Department
2929 Walker Avenue, N.W.
Grand Rapids, MI 49544
(616) 249-6496

WHEN RECORDED RETURN TO:
Crew Carwash, Inc.
10251 Hague Road
Indianapolis, Indiana 46256