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

2016 035122

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 JUN -8 AM 9:06

MICHAEL B. BROWN
RECORDER

NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT

THIS NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT is made this 13th day of May, 2016, 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 **DAHM NO. 46, LLC**, an Indiana limited liability company, whose address is 10251 Hague Road, Indianapolis, Indiana 46256 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), Developer is or is about to become the fee simple owner of a certain parcel of land located in the Town of Merrillville, Lake County, Indiana. Said parcel of land is located on Merrillville Road and is hereinafter referred to as the "Developer Parcel". The Developer Parcel contains approximately 1.3 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 Merrillville, Lake County, Indiana, which parcel of land is hereinafter referred to as the "Meijer Parcel". The Meijer Parcel contains approximately 34 acres of land and is located south and west of the intersection of Lincoln Highway (US-30) and Merrillville Road in Town of Merrillville.

C. The Developer Parcel and the Meijer Parcel (the "Parcels") adjoin one another: the Developer Parcel is bordered on its south and west boundary lines by the Meijer Parcel.

D. Meijer previously constructed driveway(s) located west and south of the Developer Parcel to allow for the ingress and egress of persons and vehicles to the Meijer Parcel from Lincoln Highway (U.S. 30) and Merrillville Road.

E. Meijer previously constructed driveway(s) located west and south of the Developer Parcel to allow for the ingress and egress of persons and vehicles to the Meijer Parcel

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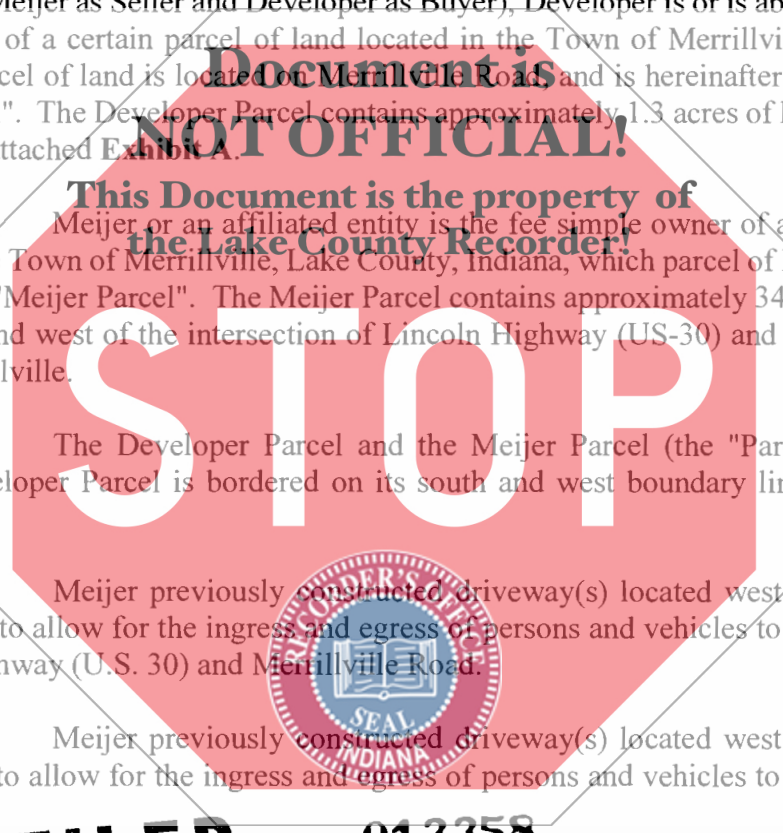
JOHN E. PETALAS
LAKE COUNTY AUDITOR

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JAS



from Lincoln Highway (U.S. 30) and Merrillville Road. Meijer has agreed to grant Developer a perpetual, nonexclusive access easement over and across the portions of the access drive which is legally described and approximately shown on **Exhibit B**, attached hereto, between Lincoln Highway (U.S. 30) and Merrillville Road the Developer Parcel (hereinafter referred to as the "Nonexclusive Easement Area") in order to permit the ingress and egress of persons and vehicles, between the Developer Parcel and Lincoln Highway (U.S. 30) and Merrillville Road. Meijer has also agreed to grant Developer a perpetual, exclusive ingress and egress easement over and across the portions of existing green-space which are legally described and approximately shown on **Exhibit C**, attached hereto, between the Developer Parcel and the Nonexclusive Easement Area (hereinafter referred to as the "Exclusive Easement Area") in order to permit Developer to construct, maintain and repair two connector drives and curb cuts thereon. The Nonexclusive Easement Area and the Exclusive Easement Area are together hereinafter referred to as the "Easement Area."

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

G. This conveyance is for no economic consideration and sales disclosure form 46021 is not required.

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

(a) Nonexclusive Ingress and Egress Easement. Meijer hereby grants to Developer (for the benefit of the Developer Parcel), and to its employees, agents, customers, and invitees, a perpetual, non-exclusive easement over and across the access drive within the Nonexclusive Easement Area, which is legally described and located approximately as shown on **Exhibit B**, attached hereto, for the sole purpose of permitting the ingress and egress of persons and vehicles between the Exclusive Easement Area and Lincoln Highway (U.S. 30) and Merrillville Road. Developer acknowledges that the Nonexclusive Easement Area may be used for parking or for the loading, unloading, backing up or turning around of delivery vehicles.

(b) Exclusive Easement. Meijer hereby grants to Developer (for the benefit of the Developer Parcel) a perpetual, exclusive easement over and across the Exclusive Easement Area, which is legally described and located approximately as shown on **Exhibit C** attached hereto, for the limited purpose of (i) constructing, installing, operating, maintaining and replacing an asphalt driveway and related improvements (ii) maintaining the adjacent greenspace and (iii) permitting ingress and egress of persons, bicycles and motorized vehicles between the Developer Parcel and the Nonexclusive Easement Area.

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 Nonexclusive 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 (i) Nonexclusive Easement Area for any purpose which is not inconsistent with Developer's use of the Easement Area for ingress and egress, including, but not limited to, the right to use the Nonexclusive Easement Area for the installation of underground utility lines and (ii) Exclusive Easement Area #1 (on which the Meijer sign is located) for the operation, maintenance, repair, and replacement of signage. Developer specifically acknowledges that Meijer uses and intends to use the Nonexclusive Easement Area for a main entry drive servicing a commercial development on the Meijer Parcel including additional future outlots on the Meijer Parcel, and Developer agrees that such use does not and will not constitute an overburdening of the easement or interference with Developer's use of the Nonexclusive Easement Area irrespective of the amount of traffic generated by such businesses.

(b) Temporary Interruption. Meijer hereby reserves the right to close off the Non-Exclusive Easement Area for such reasonable period or periods of time as may be required in connection with: (i) any necessary repairs to the pavement of the Nonexclusive Easement Area; (ii) installation or maintenance of utility lines across and under the Nonexclusive Easement Area. Meijer shall, except in the case of an emergency, coordinate the closing with Developer so that there is no unreasonable interference with the operation of the improvements on the Developer Parcel.

(c) Reconfiguration of Easement Area. Meijer hereby reserves for itself, and its successors and assigns, the right to relocate/reconfigure the Nonexclusive Easement Area between Lincoln Highway (U.S. 30) and Merrillville Road and the curb cuts to the Developer Parcel, so long as a commercially reasonable convenient avenue of access is provided between Lincoln Highway (U.S. 30) and Merrillville Road and each of the areas encompassing the Exclusive Easement Area. Meijer agrees to coordinate any such relocation/reconfiguration with Developer so as to minimize any interference with the operations on the Developer Parcel. In the event of any such relocation or reconfiguration, Meijer may unilaterally amend this Easement Agreement to describe the new location and dimensions of any such revised Easement Area if necessary.

4. Construction.

(a) Construction. Developer may, at its expense, construct (i) two connector drives, related curb cuts and related improvements, within the Exclusive Easement Area as more specifically designated on **Exhibit E** and (ii) drainage facilities consisting of a catch basin and twelve inch (12") storm line as legally described and approximately depicted on **Exhibit D**, attached hereto. Developer shall also be responsible for the construction of any improvements to the Easement Area and public right of way(s) required by the applicable governmental authorities or Meijer arising out of the development of the Developer Parcel, subject to Meijer's right to review

all plans and specifications therefor as provided herein. The foregoing construction shall be performed by Developer in connection with its development of the Developer Parcel. The foregoing construction shall be performed by Developer in accordance with the plans referenced below and in connection with its development of the Developer Parcel. Such construction shall be performed at the sole cost and expense of Developer, and Meijer shall not be obligated to pay for any of such work. Developer shall be responsible for obtaining and complying with all necessary governmental approvals and permits with respect to such improvements. The improvements contemplated in this Paragraph 4(a) shall be hereinafter referred to as the "Improvements". In the event Developer fails to complete the construction of the Improvements during the initial development of the Developer Parcel, Meijer may, but shall not be required to, construct all or a portion of the Improvements, and, to the extent necessary enter upon the Developer Parcel to complete such work. In such event, Developer agrees to reimburse Meijer its reasonable, documented construction costs associated with such construction within thirty (30) days of receipt of notice thereof.

(b) Review of Plans. Developer shall not begin construction of, or subsequently modify the construction 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. Meijer shall not unreasonably delay or withhold its approval of such plans, drawings and specifications.

(i) Meijer shall review such plans, drawings and specifications no later than 15 business days following receipt of the same and either approve such plans, drawings and specifications or notify Developer of any changes that must be made. If Meijer fails to timely review and approve or comment on such plans, drawings and specifications, Developer shall provide Meijer with a second written notification requesting approval, and such written notification shall expressly contain the statement that should Meijer fail to approve or comment on such plans, drawings and specifications within 5 days of receipt of the second notice, such plans, drawings and specifications will be deemed approved.

(ii) 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 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.

(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 traffic flow on the Meijer Parcel between November 15 and December 31 without the prior written consent of Meijer. Developer shall not

block the traffic flow within the Easement Area during the construction work. Developer shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with such construction. Developer agrees that any existing utility lines located within the Easement Area and the area of the curb cuts 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 lien is 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 property, 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 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. With the exception of Developer's obligations under Paragraphs 4(a) and 4(e) above, and with the exception of any damage to the Easement Area other than reasonable wear and tear caused by Developer, Meijer shall maintain the access drive within the Nonexclusive Easement Area in good order, appearance and repair (patching, restriping and removing of snow and ice as part of the maintenance of the drives on the Meijer Parcel). Developer shall be responsible for maintaining (i) any greenspace (including around the existing Meijer monument sign) and the driveway and related improvements located within the Exclusive Easement Area; and (ii) any green space between the western boundary of the Developer Parcel and the Nonexclusive Access Area (including the green space around the

existing Meijer pylon (or Shared Pylon Sign described below) in good order, appearance and repair.

6. Payment of Annual Maintenance Fee by Fee Owner of Developer Parcel. In exchange for Meijer's agreement to maintain the Nonexclusive Easement Area as provided herein, Developer agrees to pay Meijer a maintenance fee (the "Maintenance Fee"), by January 15 of each year to cover costs for the calendar year in which the Maintenance Fee is paid. The obligation to pay the Maintenance Fee shall be a covenant that runs with the Developer Parcel. The 2016 calendar year Maintenance Fee shall be Three Thousand and 00/100 Dollars (\$3,000.00) and shall be prorated and paid upon execution of the Easement Agreement. The Maintenance Fee shall be increased by fifteen percent (15%) every five (5) years. Payment shall be made to the order of Meijer and mailed to: Meijer, Attention: Cash Office, 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544. Failure to provide payment to Meijer within ten (10) days after receipt of written notice from Meijer of Developer's failure to pay shall be deemed a material breach of this Easement Agreement.

7. 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 with a combined single limit not less than One Million Dollars single limit. (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.

8. 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 vehicles with a combined single limit not less than One Million Dollars single limit.

(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 and/or subcontractor with the foregoing insurance requirements. Rather, it shall be Developer's sole responsibility to monitor compliance by any of its contractors and/or 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.

9. 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 Easement Area, including use of the Easement Area; (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 to the extent permitted by law include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting only from the sole 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.

10. Covenants Running with the Land. The easement herein granted and the agreements herein contained shall be easements 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.

11. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses provided below, (except however, insurance certificates are to be mailed as provided in Paragraphs 7 and 8 above) provided that any party may change such address by written notice to the other party:

If to Developer

Dahm No. 46, LLC
10251 Hague Road
Indianapolis, Indiana 46256
Attn: Justin Furr

with a copy to:

James Koday
Barrett McNagy
215 E. Berry St.
Fort Wayne IN 46802

If to Meijer

Meijer
Real Estate Department
2929 Walker NW
Grand Rapids, Michigan 49544

with a copy to:

Meijer
Legal Department – Real Estate
2929 Walker NW
Grand Rapids, Michigan 49544

12. Governing Laws. This Easement Agreement shall be construed in accordance with the laws of the State of Indiana and any applicable federal laws and regulations.

13. Waiver of Default. No waiver of any default by any party to this Easement Agreement shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any 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 Easement Agreement 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 Easement Agreement. The rights and remedies given to any party to this Easement Agreement shall be deemed to be 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 any such party might otherwise have by virtue of a default under this Easement Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy

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

15. Severability. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (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 Easement Agreement shall be valid and enforceable to the fullest 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.

[The remainder of this page was intentionally left blank.]

16. 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.

17. 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.

IN WITNESS WHEREOF, the parties have executed this Nonexclusive Driveway Access Easement Agreement as of the day and year first above written.

MEIJER STORES LIMITED PARTNERSHIP

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

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

Legal: 
Bus: 

STATE OF MICHIGAN)
COUNTY OF KENT)

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The foregoing instrument was acknowledged before me this 12th day of May, 2016, 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.

This Document is the property of the Lake County Recorder!




Notary Public, State of Michigan, County of ____.
My commission expires: ____.
Acting in the County of Kent.



(Signatures continue on following page)

DAHM NO. 46, LLC,

By: Dahm Property, LLC, an Indiana limited liability company, its Operating Manager

By: William J. Dahm
(William J. Dahm)

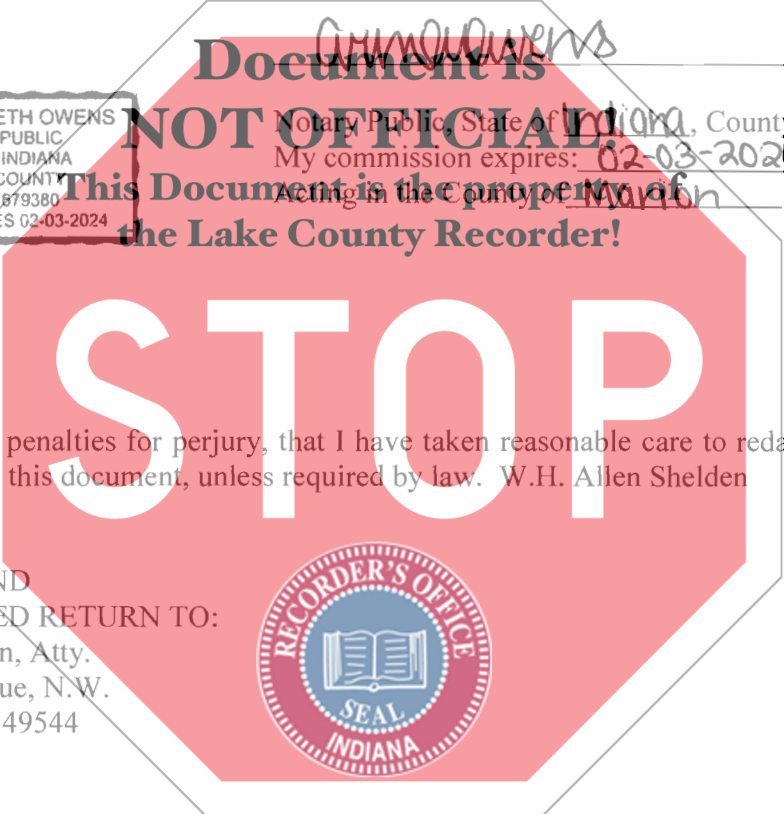
Its: Operating Manager _____

STATE OF Indiana)
) ss.
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 12 day of May, 2016, by William J. Dahm, the Operating Manager of Dahm Property, LLC, an Indiana limited liability company, on behalf of said limited liability company.



Erin Elizabeth Owens
Document is _____
NOT OFFICIAL
Notary Public, State of Indiana, County of Marion
My commission expires: 02-03-2024
This Document is the property of _____
Acting in the County of Marion.
the Lake County Recorder!



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

DRAFTED BY AND
WHEN RECORDED RETURN TO:
W.H. Allen Shelden, Atty.
2929 Walker Avenue, N.W.
Grand Rapids, MI 49544
(616) 249-6496



**EXHIBIT A
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT**

Legal Description of Developer Parcel

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.



EXHIBIT B
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
(Page 1 of 3)

Legal Description of the Nonexclusive Easement Area

Nonexclusive Easement Area #1

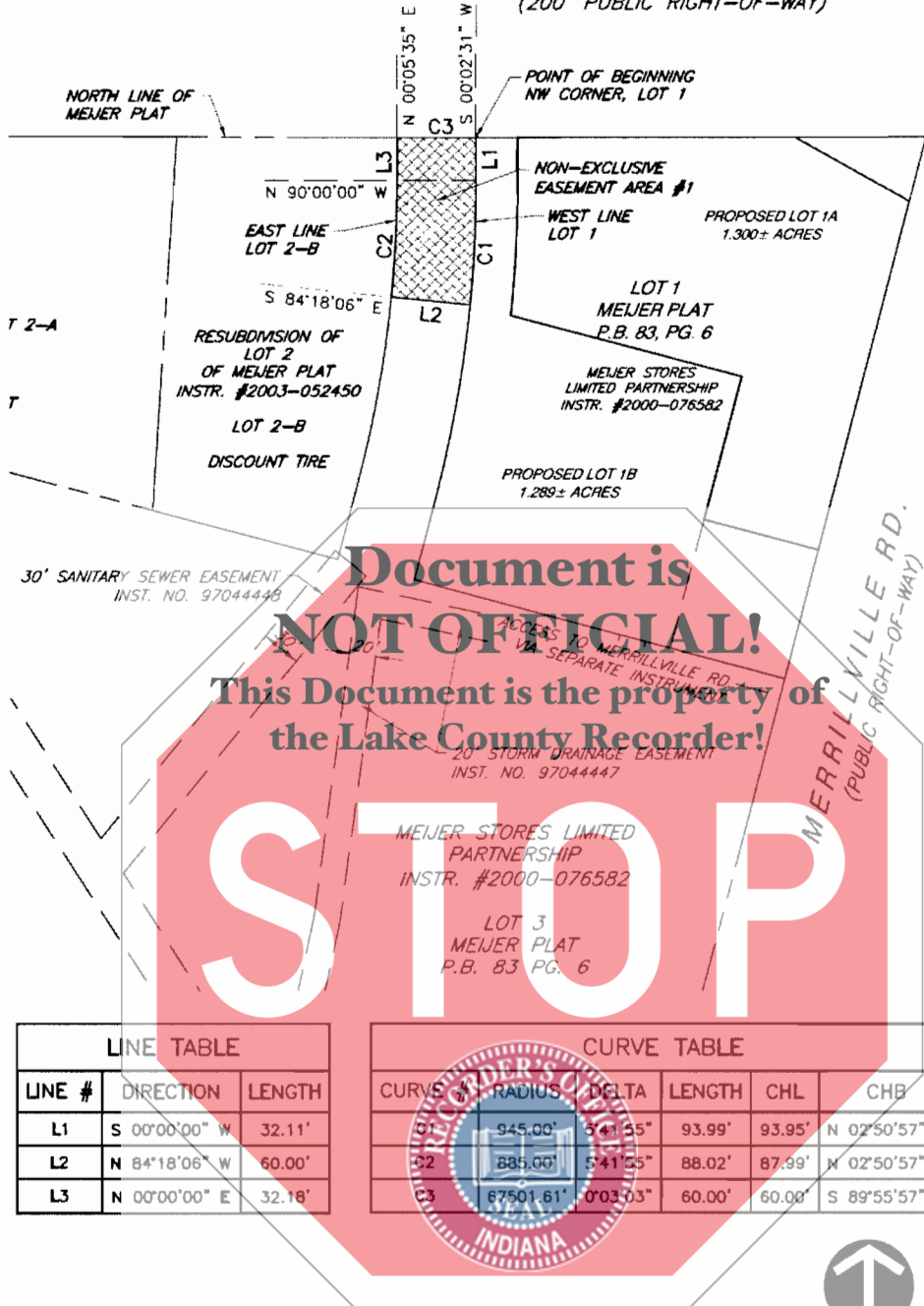
Part of Lot Numbered 3 of Meijer Plat, as per plat thereof recorded in Plat Book 83, Page 6, in the Office of the Recorder of Lake County, Indiana, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Indiana, more particularly described as follows: Beginning at the northwest corner of said Lot Numbered 3; thence South 00 degrees 00 minutes 00 seconds West along the west line thereof a distance of 32.11 feet to a point on a tangent curve to the right having a radius of 945.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds West; thence continuing southerly along said west line an arc distance of 93.99 feet to a point which bears South 84 degrees 18 minutes 06 seconds East from said radius point; thence North 84 degrees 18 minutes 06 seconds West a distance of 60.00 feet to the east line of Lot 2-B in the Resubdivision of Lot 2 of Meijer Plat recorded as Instr. #2003-052450 in said recorder's office, being a point on a non-tangent curve to the left having a radius of 885.00 feet, the radius point of which bears North 84 degrees 18 minutes 06 seconds West; thence northerly along said east line an arc distance of 88.02 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; thence North 00 degrees 00 minutes 00 seconds East along said east line a distance of 32.18 feet to the northeast corner thereof being a point on a non-tangent curve to the left having a radius of 67,501.61 feet, the radius point of which bears North 00 degrees 05 minutes 35 seconds East; thence easterly along the north line of said Lot Numbered 3 an arc distance of 60.00 feet to the Point of Beginning, which bears South 00 degrees 02 minutes 51 seconds West from said radius point, containing 0.170 acres of land, more or less.

Nonexclusive Easement Area #2

Part of Lot Numbered 3 of Meijer Plat, as per plat thereof recorded in Plat Book 83, Page 6, in the Office of the Recorder of Lake County, Indiana, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Indiana, more particularly described as follows: Beginning at the southeast corner of Lot 1 in said Meijer Plat, thence South 14 degrees 49 minutes 00 seconds West along the east line of said Lot Numbered 3 a distance of 40.00 feet; thence North 75 degrees 12 minutes 00 seconds West parallel with the south line of said Lot Numbered 1 a distance of 89.62 feet; thence North 14 degrees 49 minutes 00 seconds East parallel with said east line a distance of 40.00 feet to said south line of Lot Numbered 1; thence South 75 degrees 12 minutes 00 seconds East along said south line a distance of 89.62 feet to the Point of Beginning, containing 0.082 acres of land, more or less.

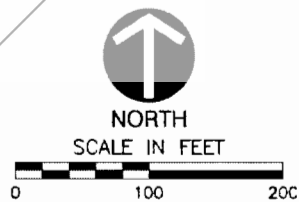
**EXHIBIT B
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
(Page 2 of 3)**

LINCOLN HWY. / U. S. HWY. 30
(200' PUBLIC RIGHT-OF-WAY)



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 00°00'00" W	32.11'
L2	N 84°18'06" W	60.00'
L3	N 00°00'00" E	32.18'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	945.00'	5°41'55"	93.99'	93.95'	N 02°50'57" E
C2	885.00'	5°41'55"	88.02'	87.99'	N 02°50'57" E
C3	87501.61'	0°03'03"	60.00'	60.00'	S 89°55'57" E



**EXHIBIT B
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
(Page 3 of 3)**

*LINCOLN HWY. / U. S. HWY. 30
(200' PUBLIC RIGHT-OF-WAY)*

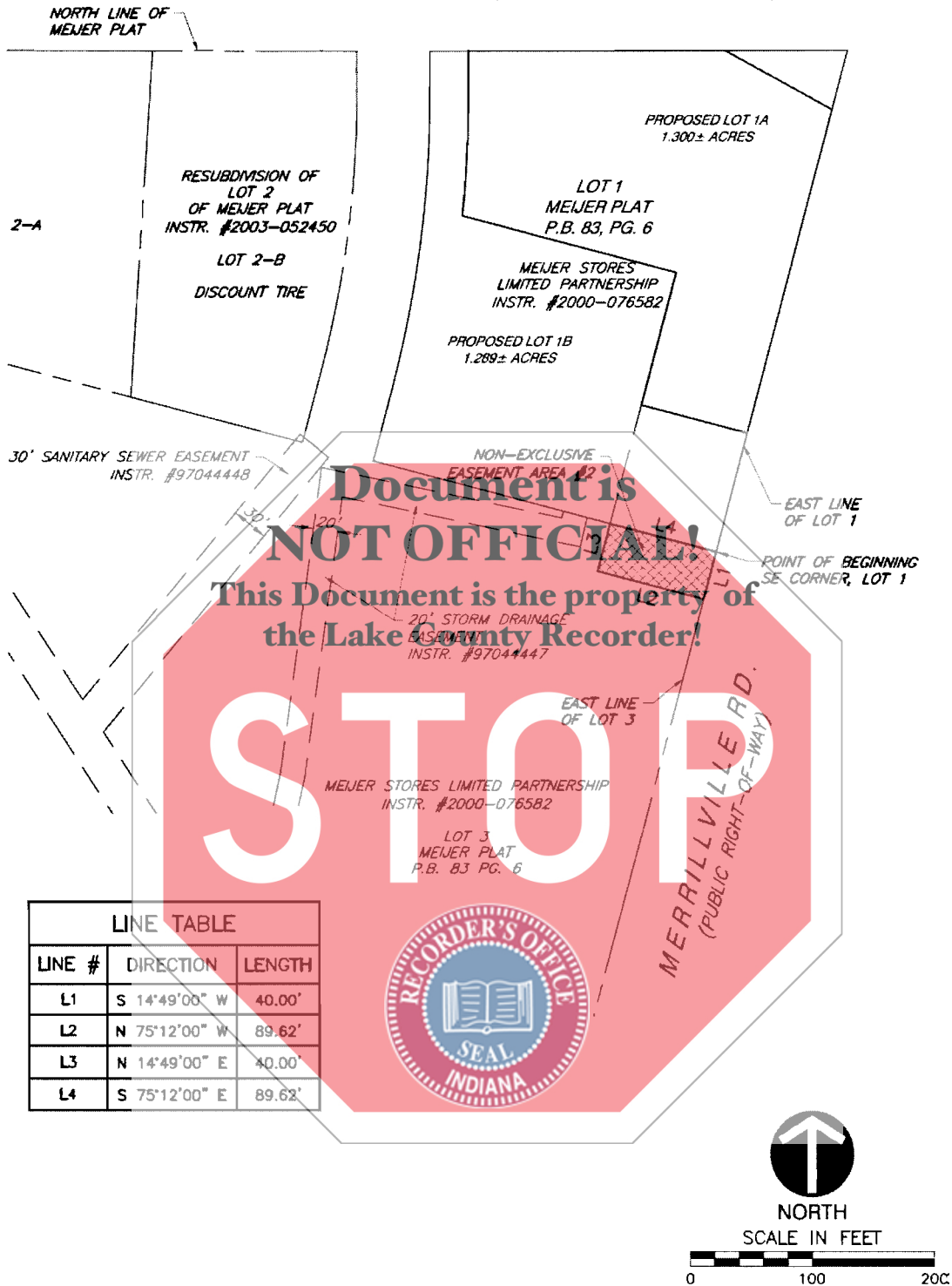


EXHIBIT C
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
(Page 1 of 3)

Legal Description of the Exclusive Easement Area

Exclusive Easement Area #1

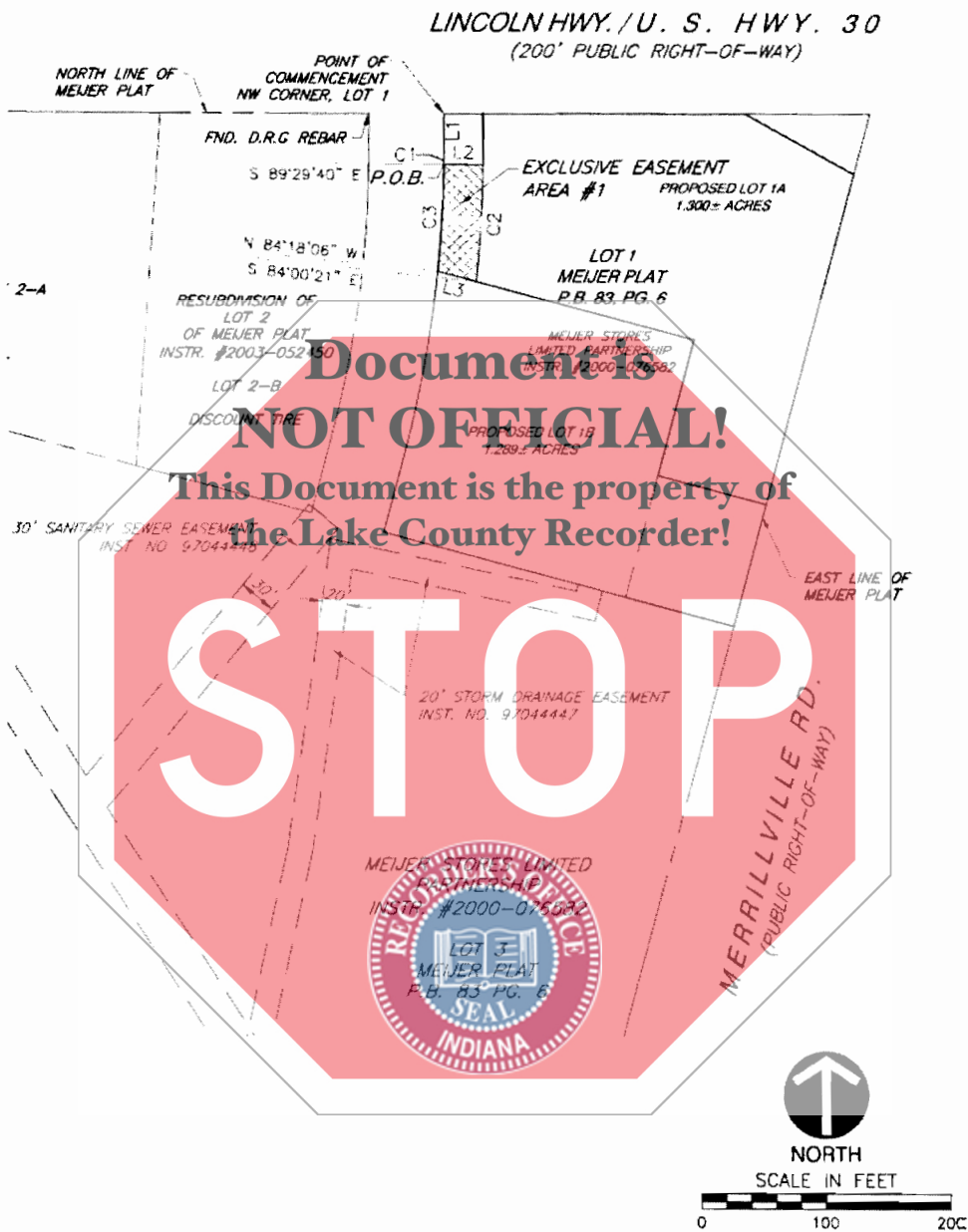
Part of Lot Numbered 1 of Meijer Plat, as per plat thereof recorded in Plat Book 83, Page 6, in the Office of the Recorder of Lake County, Indiana, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Indiana, more particularly described as follows: Commencing at the Northwest corner of Lot 1; thence South 00 degrees 00 minutes 00 seconds West along the west line of Lot 1 a distance of 32.11 feet to a point on a curve to the right having a radius of 945.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds West; thence southerly along said west line an arc distance of 8.35 feet to the Point of Beginning, which bears South 89 degrees 29 minutes 40 seconds East from said radius point; thence South 89 degrees 29 minutes 40 seconds East a distance of 31.50 feet to a point on a non-tangent curve to the right having a radius of 976.50 feet, the radius point of which bears North 89 degrees 29 minutes 40 seconds West; thence southerly along said curve an arc distance of 93.54 feet to a point which bears South 84 degrees 00 minutes 21 seconds East from said radius point; thence North 75 degrees 12 minutes 00 seconds West a distance of 31.90 feet to said west line being a point on a non-tangent curve to the left having a radius of 945.00 feet, the radius point of which bears North 84 degrees 18 minutes 06 seconds West; thence northerly along said curve an arc distance of 85.64 feet to the Point of Beginning, which bears North 89 degrees 29 minutes 40 seconds East from said radius point, containing 0.065 acres of land, more or less.

Exclusive Easement Area #2

Part of Lot Numbered 1 of Meijer Plat, as per plat thereof recorded in Plat Book 83, Page 6, in the Office of the Recorder of Lake County, Indiana, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Indiana, more particularly described as follows: Beginning at the Southeast corner of Lot 1; thence North 75 degrees 12 minutes 00 seconds West along the south line thereof a distance of 89.62 feet; thence North 14 degrees 49 minutes 00 seconds East parallel with the east line of Lot 1 a distance of 100.00 feet; thence South 75 degrees 12 minutes 00 seconds East parallel and 100 feet north by parallel lines of the south line of Lot 1 a distance of 89.62 feet to said east line; thence South 14 degrees 49 minutes 00 seconds West along said east line a distance of 100.00 feet to the Point of Beginning, containing 0.206 acres of land, more or less.

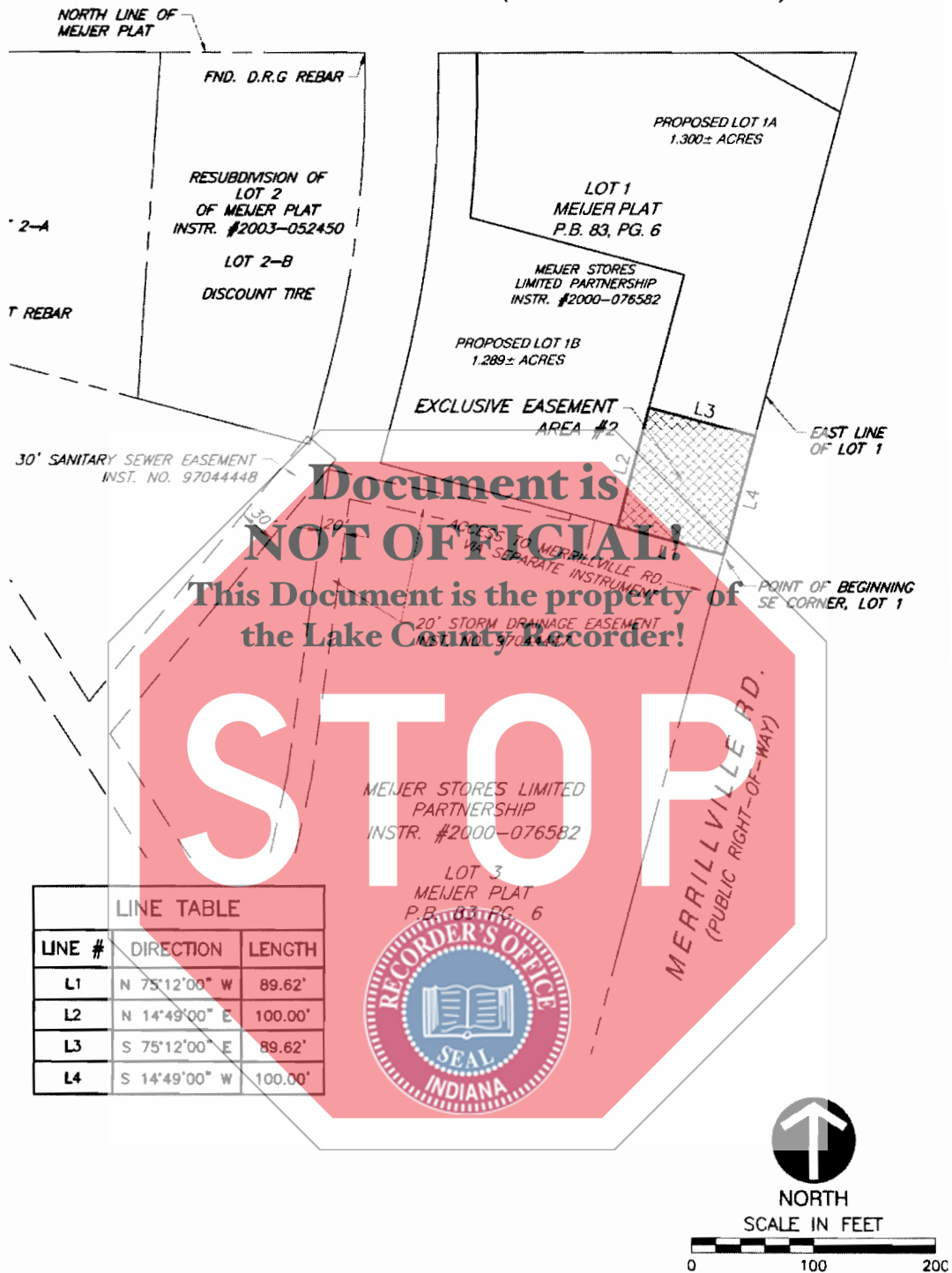
EXHIBIT C
TO
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LINE TABLE			CURVE TABLE					
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
L1	S 00°00'00" W	32.11'	C1	945.00'	0°30'20"	8.35'	8.35'	S 00°15'09" W
L2	S 89°29'40" E	31.50'	C2	976.50'	5°29'19"	93.54'	93.30'	S 03°15'25" W
L3	N 75°12'00" W	31.90'	C3	945.00'	5°11'33"	85.64'	85.61'	N 03°06'07" E



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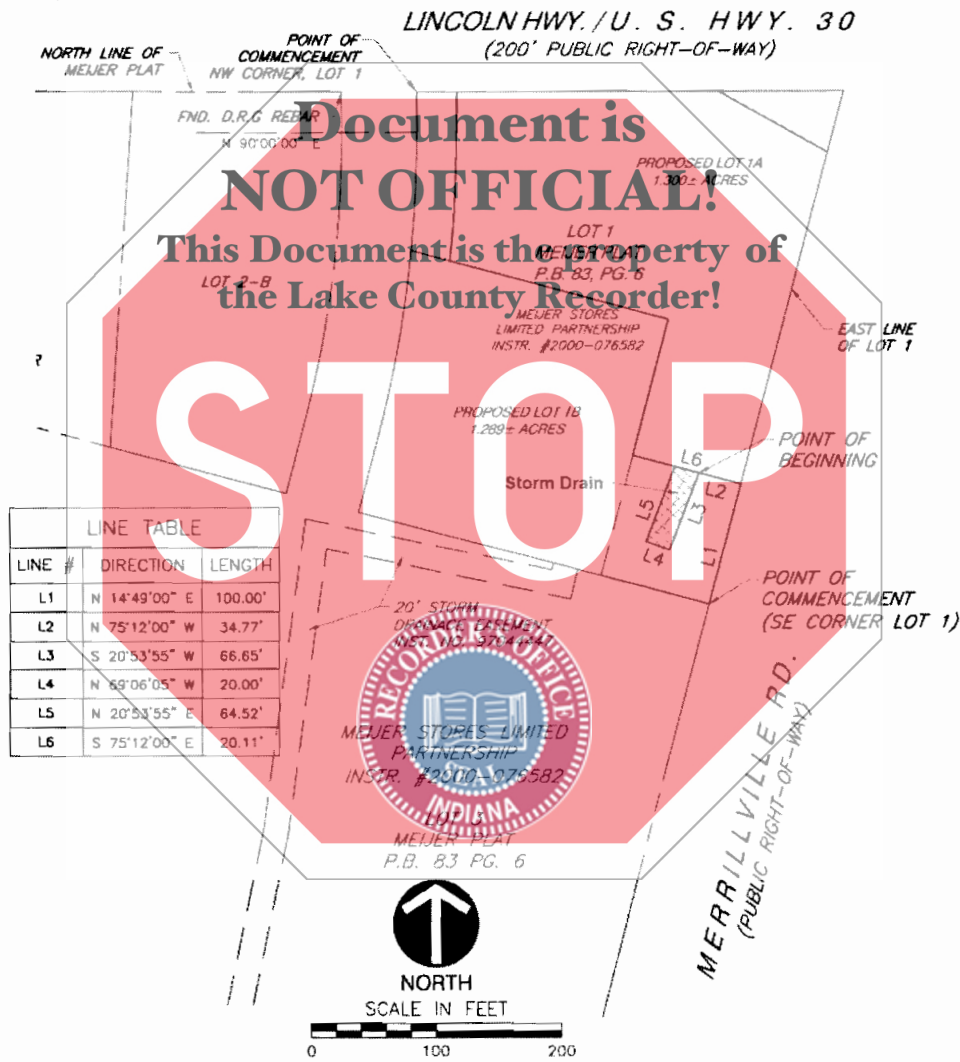
LINCOLN HWY. / U. S. HWY. 30
(200' PUBLIC RIGHT-OF-WAY)



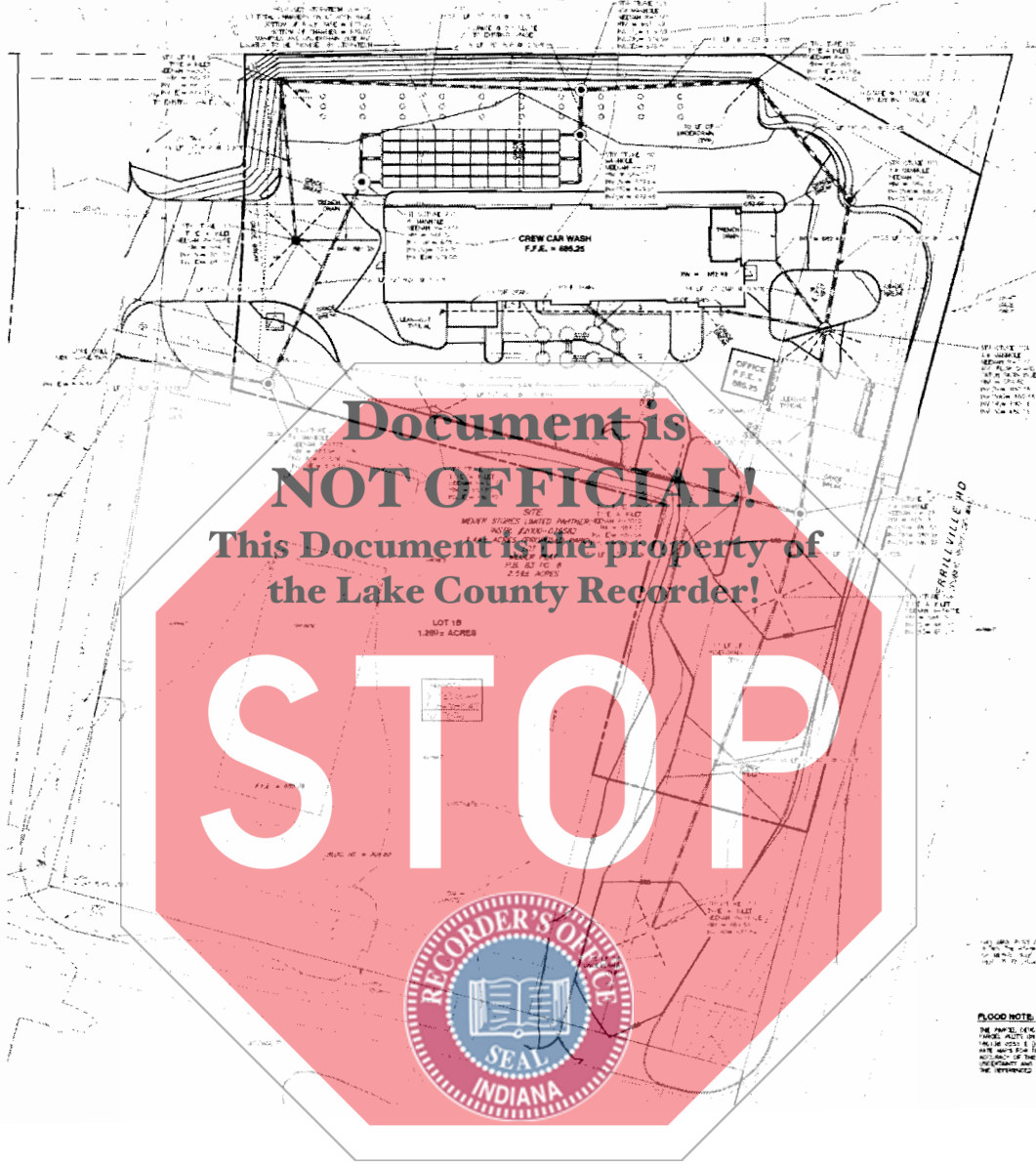
**EXHIBIT D
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
(Page 1 of 3)**

Legal Description and Depiction of 12" Storm Line

Part of Lot Numbered 1 of Meijer Plat, as per plat thereof recorded in Plat Book 83, Page 6, in the Office of the Recorder of Lake County, Indiana, located in the Northwest Quarter of the Southeast Quarter of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Indiana, more particularly described as follows: Commencing at the Southeast corner of Lot 1; thence North 14 degrees 49 minutes 00 seconds East along the east line of Lot 1 a distance of 100.00 feet; thence North 75 degrees 12 minutes 00 seconds West a distance of 34.77 feet to the Point of Beginning; thence South 20 degrees 53 minutes 55 seconds West a distance of 66.65 feet; thence North 69 degrees 06 minutes 05 seconds West a distance of 20.00 feet; thence North 20 degrees 53 minutes 55 seconds East a distance of 64.52 feet; thence South 75 degrees 12 minutes 00 seconds East a distance of 20.11 feet to the Point of Beginning, containing 0.030 acres of land, more or less.



**EXHIBIT E
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
Illustration of Improvements**



FLOOD NOTE:
THE FLOOD ZONE MAPS ARE NOT TO BE USED AS A BASIS FOR DETERMINING THE EXISTENCE AND EXTENT OF FLOODING.