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2016 054923

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 AUG 12 AM 8:47

MICHAEL B. BROWN  
RECORDER

When Recorded, return to:  
First American Title Insurance Company  
2425 E. Camelback Road, Ste. 300,  
Phoenix, AZ 85016  
Attn: Carrie Peterson

Grantee Address  
Tax Billing Address:  
785 W. Randall St.  
Coopersville, MI 49404

Parcel ID: 08-15-0116-0061

748238W100

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SPECIAL WARRANTY DEED

**ADMIRAL PETROLEUM COMPANY**, a Michigan corporation ("**Grantor**"), CONVEYS, BARGAINS AND SELLS to **SPIRIT SPE PORTFOLIO CA C-STORES, LLC**, a Delaware limited liability company ("**Grantee**"), for the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that certain real property situated in Lake County, Indiana, legally described on **Exhibit A** hereto, together with (a) any and all improvements on such real property; (b) all fixtures affixed to such real property or any improvements thereon; (c) all mineral, oil and gas rights, water rights, sewer rights and other utility rights allocated to such real property; (d) all leases and rental agreements relating to the real property (and improvements thereon) or any portion thereof; and (e) all appurtenances, easements, licenses, privileges and other property interests belonging or appurtenant to such real property (the real property described on Exhibit A, and all of the foregoing items in clauses (a) through (e) above, now or hereafter existing, are referred to collectively as the "**Property**"), subject only to the encumbrances described in **Exhibit B** attached hereto and made a part hereof (hereinafter called the "**Permitted Encumbrances**").

GRANTOR does covenant with the Grantee and its assigns that Grantor will warrant and defend the Property to the said Grantee and its assigns forever against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other, subject to the Permitted Encumbrances.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper delegation of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the Property described herein on behalf of Grantor; and that all necessary corporate action for the making of such conveyance has been taken and done.

**SIGNATURE BLOCK ON NEXT PAGE**

DULY ENTERED FOR TAXATION SUBJECT  
FINAL ACCEPTANCE FOR TRANSFER

AUG 11 2016

JOHN E. PETALAG  
LAKE COUNTY AUDITOR

Admiral  
Deed - Store 100  
S04166

AMOUNT \$ 24.7  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 053797  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK MB

004476

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed, on its behalf by the undersigned, on May 10, 2016, to be effective as of May 19, 2016.

**GRANTOR:**

**ADMIRAL PETROLEUM COMPANY**, a Michigan corporation

By: *Douglas E. Lemmen*  
Name: Douglas E. Lemmen  
Title: President

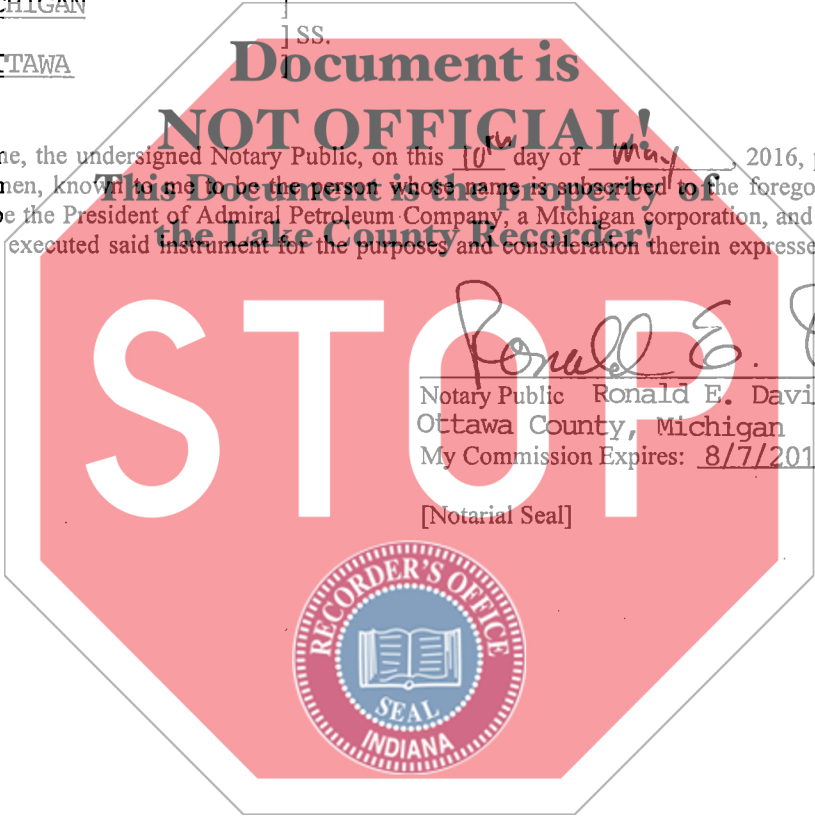
STATE OF MICHIGAN

COUNTY OF OTTAWA

] ss.

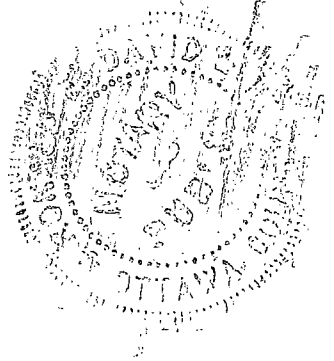
**Document is NOT OFFICIAL!**  
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Before me, the undersigned Notary Public, on this 10<sup>th</sup> day of May, 2016, personally appeared Douglas E. Lemmen, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of Admiral Petroleum Company, a Michigan corporation, and who acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.



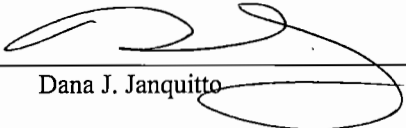
*Ronald E. David*  
Notary Public Ronald E. David  
Ottawa County, Michigan  
My Commission Expires: 8/7/2017

[Notarial Seal]



Prepared by:  
Reed Smith LLP  
Three Logan Square, Suite 3100  
1717 Arch Street  
Philadelphia, PA 19103  
Dana J. Janquitto, Esq.

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.

  
\_\_\_\_\_  
Dana J. Janquitto



Admiral  
Deed – Store 100  
S04166

**EXHIBIT A**

**LEGAL DESCRIPTION**

A PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT 5 RODS (82.5 FEET) SOUTH OF THE NORTH LINE AND 35.5 FEET EAST OF THE WEST LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 5 RODS OF SAID SOUTH ½ OF THE NORTHEAST ¼ 300 FEET; THENCE SOUTH ON A LINE PARALLEL TO AND 335.5 FEET EAST OF THE WEST LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼ 150 FEET; THENCE WEST ON A LINE PARALLEL TO AND 232.5 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼ FOR A DISTANCE OF 300 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #55, WHICH IS A LINE 35.5 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼; THENCE NORTH ON SAID 35.5 FOOT LINE 150 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING THEREFROM; THE EAST 150 FEET OF ALL OF THE ABOVE, IN LAKE COUNTY, INDIANA.

DESCRIBED BY SURVEY AS FOLLOWS:

A PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE THEREOF 82.5 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, 35.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, 150.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 150.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 37 SECONDS WEST, 150.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.52 ACRES MORE OR LESS.



**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

1. The lien of any real estate taxes, water and sewer charges not yet due and payable.
2. All plats, rights of way, easements, conditions and restrictions of record in the county where the property on Exhibit A is located, but excluding any of the following: any mortgage, deed of trust, judgment lien, security interest, purchase option, right of first refusal, option to lease, mechanic or materialman liens, fuel supply or similar agreement, and right of reverter.

