

2019-072295

2019 October 23

8:49:33 AM

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH that Elliott Bay Healthcare Realty II LLC, a Delaware limited liability company ("Grantor"), conveys and warrants to ARG DI51PCK001, LLC, a Delaware limited liability company ("Grantee"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following real estate in Lake County in the State of Indiana, to wit:

PARCEL I:

LOT 6 IN TWIN ACRES PHASE 1, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 87 PAGE 72, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS: PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE NORTH 1 DEGREE 59 MINUTES 47 SECONDS WEST, 142.470 METERS (467.42 FEET) ALONG THE WEST LINE OF SAID 1/4 SECTION TO A SOUTHWEST CORNER OF THE OWNER'S LAND; THENCE NORTH 88 DEGREES 26 MINUTES 45 SECONDS EAST, 12.632 METERS (41.44 FEET) ALONG A SOUTH LINE OF OWNER'S LAND TO THE EAST BOUNDARY OF S.R. 55 AND THE POINT OF BEGINNING OF THIS EXCEPTION; THENCE NORTH 2 DEGREES 00 MINUTES 00 SECONDS WEST, 260.604 METERS (855.00 FEET) ALONG THE BOUNDARY OF SAID S.R. 55 TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, SAID POINT ALSO BEING AT STATION 3+450.56 AND OFFSET 16.469, RIGHT, LINE "PR-C", AS SHOWN

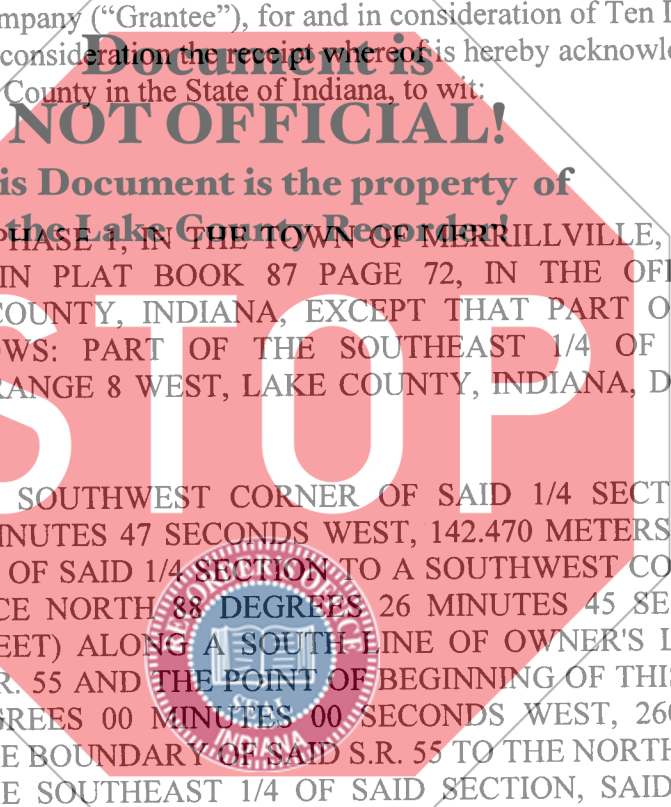
Limited Warranty Deed
Merrillville, IN
129044-0024/145741390.2

DULY ENTERED FOR TAXATION SUBJECT
FIRST IN FINAL ACCEPTANCE FOR TRANSFER
N15-974524-9
OCT 21 2019

004026

JOHN E. PETALAS
LAKE COUNTY AUDITOR

25.00
CK#: 1598161607
AR
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ON INDOT RIGHT OF WAY PLANS FOR PROJECT NH-N692(004); THENCE NORTH 88 DEGREES 25 MINUTES 47 SECONDS EAST, 4.531 METERS (14.87 FEET) ALONG SAID NORTH LINE; THENCE SOUTHERLY 260.615 METERS (855.04 FEET) ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 39,299.020 METERS (128,933.79 FEET) AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 2 DEGREES 12 MINUTES 16 SECONDS EAST AND A LENGTH OF 260.614 METERS (855.03 FEET) TO A SOUTH LINE OF THE OWNER'S LAND; THENCE SOUTH 88 DEGREES 26 MINUTES 45 SECONDS WEST, 5.461 METERS (17.92 FEET) ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL II:

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL I, FOR VEHICULAR AND PEDESTRIAN INGRESS TO AND EGRESS FROM THE OUTLOT, CONTAINED WITHIN A COVENANTS, CONDITIONS AND RESTRICTIONS AGREEMENT DATED AUGUST 16, 2017 AND RECORDED AUGUST 28, 2017 AS INSTRUMENT NO. 2017 058039, IN LAKE COUNTY, INDIANA.

Commonly known as 9223 Taft St., Merrillville, IN 46410
Parcel ID No. 45-12-29-452-003.000-030

Subject To: Those Permitted Exceptions as reflected on Exhibit A attached hereto and incorporated herein.

Grantor, as its limited warranty, warrants that the real estate is free of any encumbrance made or suffered by Grantor, subject to the Permitted Exceptions, and that Grantor and Grantor's successors shall warrant and forever defend the real estate, subject to the Permitted Exceptions, to Grantee and Grantee's successors and assigns against the lawful claims and demands of all persons claiming title to the real estate by, through or under Grantor, but not otherwise or against none other, subject to the Permitted Exceptions.

The undersigned person executing this Deed on behalf of Grantor represents and certifies that he is the duly authorized agent of Grantor and has been empowered by proper resolution of the Company to execute and deliver this Deed; that Grantor has full legal capacity to convey the real estate described herein; and that all necessary company action for making such conveyance has been taken and done.

[Signature page follows]

Grantee's Address/Mail

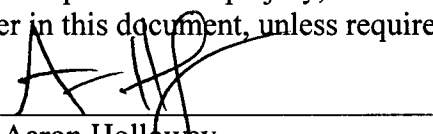
Tax Bills To:

ARG DI51PCK001, LLC
c/o AR Global Investments, LLC
405 Park Avenue, 4th Floor
New York, NY 10022
Attn: Michael R. Anderson

This instrument prepared by:

Aaron Holloway
Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101
(206) 359-6035

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Aaron Holloway

Signature: 

Printed Name: Aaron Holloway



Signature Page

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EXHIBIT A

PERMITTED EXCEPTIONS

1. unpaid real estate taxes and assessments, including Little Cal River Basin, Independence Hill Conservancy District, Storm Water Merrillville, Solid Waste and Clean Water Act Fees, and Ditch Assessments, if applicable. For 2019, and for all real estate taxes and assessments for Little Cal River Basin, Independence Hill Conservancy District, Storm Water Merrillville, Solid Waste and Clean Water Act Fees, and Ditch Assessments, if applicable
2. Terms, provisions and conditions contained in Lease by and between Merrill Point Center, LLC, Lessor, and TRC - Indiana, LLC, Lessee, dated November 20, 2012 as disclosed by a Memorandum of Lease recorded January 7, 2013 as document 2013 001108, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee.
3. Covenants, Conditions and Restrictions Agreement between Merrill Point Center, LLC and John E. Lewandowski and Sandra L. Lewandowski recorded February 7, 2001 as Instrument No. 2001-008710, subject to the terms and conditions therein.
4. Ameritech Non-Exclusive Easement granted to Indiana Bell Telephone Company a/k/a Ameritech Indiana recorded April 23, 2001 as Instrument No. 2001-029576, subject to the terms and conditions therein.
5. Easement for Underground Electrical Lines and Gas Mains granted to Northern Indiana Public Service Company recorded May 2, 2001 as Instrument No. 2001-032583, subject to the terms and conditions therein.
6. Declaration of Covenants, Conditions and Restrictions dated February 15, 2002 and recorded March 6, 2002 as Instrument No. 2002-023010, subject to the terms and conditions therein. Amendment dated April 25, 2003 and recorded April 30, 2003 as Instrument No. 2003-043121.
7. Covenants, Conditions and Restrictions Agreement dated February 6, 2003 and recorded February 11, 2003 as Instrument No. 2003-015015, subject to the terms and conditions therein.
8. Covenants, Conditions and Restrictions Agreement between Merrill Point Center, LLC and DG / Indiana, LLC dated December 5, 2005 and recorded January 27, 2006 as Instrument No. 2006-006537, subject to the terms and conditions therein.
9. Covenants, Conditions and Restrictions Agreement between Merrill Point Center, LLC, an Indiana limited liability company, and Elliott Bay Healthcare Realty II LLC, a Delaware limited liability company, dated August 15, 2017 and recorded August 28, 2017 as Instrument No. 2017 058039, subject to the terms and conditions therein.
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Twin Acres Phase 1, as recorded in Plat Book 87, Page(s) 72, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Exhibit A

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11. Rights of the adjoining owners in and to the concurrent use of said easement described in Schedule A.

12. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.



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