

expired  
2005



Mark Fairchild, Muskegon Co ROD 034

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**EASEMENT**

Indenture made this 22nd day of June A.D., 2004,

between McDonald's Corporation  
(Name of Owners)

of One McDonald's Plaza  
(Street Address)

Oak Brook IL 60523  
(City) (State) (Zip code)

as Grantors, and Muskegon Charter Township, a municipal corporation, by and through its Township board, Township Building, Muskegon, Michigan 49442, as Grantee, hereafter referred to as the "Township" or "Grantee".

**RECITALS**

Grantors are the owners of certain property, hereinafter described, and Muskegon Charter Township is desirous of obtaining an easement over and upon a portion of said premises for the purpose of constructing, maintaining and using certain Watermains.

Grantor is willing to grant and convey to the Township an easement for said purposes upon the terms and conditions hereinafter set forth.

<sup>a perpetual non-exclusive</sup>  
Witnesseth, that the Grantors, for and in consideration of the sum of lawful money of the United States to them in hand paid by the Township, the receipt of which is hereby acknowledged, do by these presents grant, and convey unto the Township of Muskegon and its successors and assigns, permanent easement over, across and under strips of land situated in the Township of Muskegon, Muskegon County, Michigan, which said strips of land are described on the attached easement drawing, for the purpose of clearing, trenching for, laying, constructing, maintaining, repairing and using utility pipe lines necessary or convenient to the Township general plan for the Eastside Water System with all of its necessary apparatus and appurtenances, which is a part of the Muskegon Township Eastside Water System. <sup>as the Permanent Watermain Easement</sup>

attached as Exhibit A,

Grantors grant and convey to the Township herewith, the right and privilege to use the temporary easement, when required for the initial construction of the said watermain, and mains, which shall expire after same are constructed, but not before the calendar year 2005 whichever shall first occur. <sup>being a 15ft strip of land parallel to and North and South of the Permanent Watermain Easement,</sup>

temporary easement

PROVIDED HOWEVER, that the:

1. Township shall restore the premises to the same condition they were in prior to such construction, maintenance, repair or alteration, except for tree removal.
2. Township shall provide Grantors with a temporary roadway for pedestrian and vehicular traffic when such construction, maintenance, alterations, and repairs interfere with the Grantors' ordinary pedestrian and vehicular access to the premises.
3. Township shall cooperate with Grantors to cause the least inconvenience to Grantors during such construction, maintenance, alteration and repairs and complete such work as soon as reasonably possible.
4. Township in excavating for, constructing, laying, maintaining and <sup>repair all</sup> repairing said sewer lines, shall do as little damage as possible to the premises of Grantor, and it shall ~~make good all of~~ such damage to ~~Grantors~~ caused by Grantee, its agents, contractors or employees.

The above special provisions form a part of the consideration for this conveyance in addition to the monetary considerations above set forth.

Addendum attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantors have executed this Agreement on the year and day first above written.

Witnesses:

Ellen L. Loess  
Ellen L. Loess

Marylyn G. Rodger  
Marylyn G. Rodger

STATE OF MICHIGAN )

SS

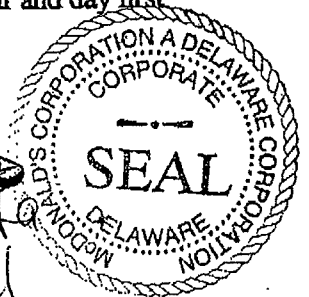
TOWNSHIP OF MUSKEGON)

McDonald's Corporation

By: Kathleen M. McCoy

Name: Kathleen M. McCoy

Its: Managing Counsel



On this \_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_, before me  
personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument and acknowledged that \_\_\_\_ executed the same as \_\_\_\_ free act and deed.

Notary Public

County of Muskegon, Michigan

My Commission Expires: \_\_\_\_\_



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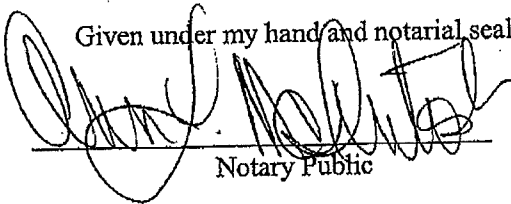
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ACKNOWLEDGEMENT - McDONALD'S

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF DUPAGE     )

I, **Ann L. McIntosh**, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Katherine M. Kuta, Managing Counsel** of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Counsel, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Managing Counsel and as her free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of June, 2004.

  
\_\_\_\_\_  
Notary Public

My commission expires: January 24, 2008



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# EASEMENTS

PARCEL NO. 61-10-024-300-0024-10  
TAX NO.  
PROPERTY ADDRESS 3536 Apple Avenue  
NAME: McDonald's Corporation  
ADDRESS: P.O. Box 66207, AMF O'Hare  
Chicago, IL 60666

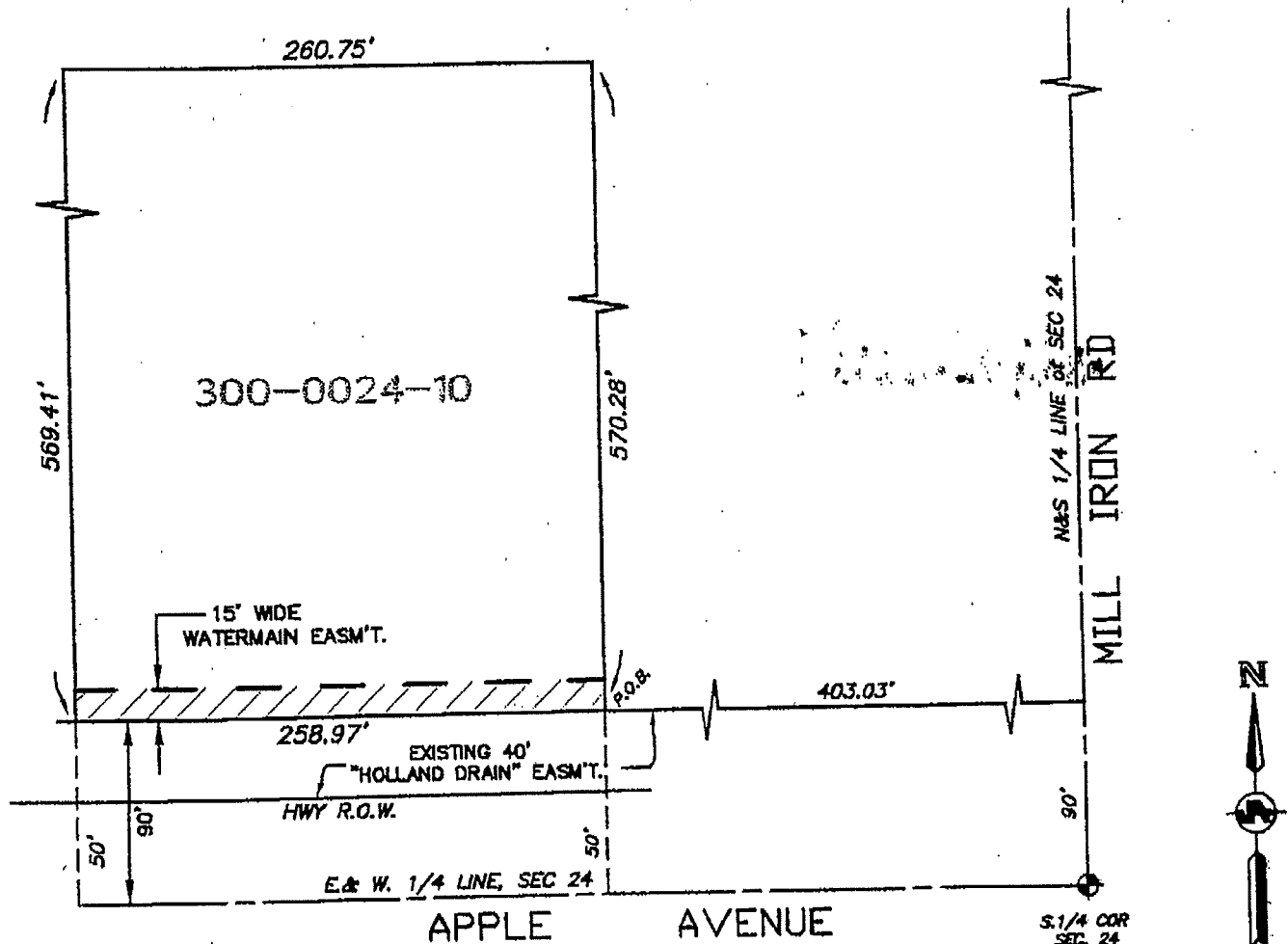
## DESCRIPTION OF PROPERTY

(As taken from Muskegon Charter Twp Tax Roll)

COMMENCING AT THE S 1/4 CORNER OF SECTION 24, TOWN 10 NORTH, RANGE 16 WEST, MUSKEGON CHARTER TOWNSHIP, MUSKEGON COUNTY, MICHIGAN; THENCE N 90 FEET; THENCE W 403.03 FEET TO POB; THENCE CONTINUE W 258.97 FEET; THENCE N 569.41 FEET; THENCE E 260.75 FEET; THENCE S 570.28 FEET TO POB. (Split from 61-10-024-000-0660-60)

## DESCRIPTION OF EASEMENT(S)

PERMANENT WATERMAIN EASEMENT: THE SOUTH 15.0 FEET OF THE ABOVE DESCRIBED PARCEL.



JOHNSON & ANDERSON, INC.  
2685 Halton Road, Muskegon, MI. 49445

Date: 02/20/2004  
Scale: Not To Scale  
Job No: 15414-00



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### ADDENDUM

1. Grantee will not park on or store any construction vehicles, equipment or materials within the easement area or on Grantor's other property.
2. If any damage occurs to Grantor's property or any improvements thereon arising out of, related to, or as a consequence of any of Grantee's work in the easement area, Grantor promptly will notify Grantee in writing of the damage. Unless otherwise agreed by the parties, Grantee will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Grantor's notice.
3. Grantee will hold harmless and indemnify Grantor, its lessees, licensees, employees, agents, contractors and assigns, and each of their lessees, licensees, employees, agents, contractors and assigns, against any and all claims, liabilities and costs (including, but not limited to reasonable attorney's fees) for injuries to any person and damage to any property arising out of, in connection with, or as a result or consequence of Grantee's work in and/or use of the easement area.

PREPARED BY AND RETURN TO  
MUSKEGON CHARTER TOWNSHIP



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