

STATE OF MICHIGAN  
COUNTY OF MUSKEGON  
RECEIVED FOR RECORD

1997 AUG 11 AM 11:33

*Carrie Carter*  
REGISTER OF DEEDS

DECLARATION OF EASEMENTS AND COVENANTS

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THIS DECLARATION OF EASEMENTS AND COVENANTS ("Declaration") is dated this 18th day of July, 1997 by McDonald's Corporation, a Delaware corporation ("Declarant"). The following statements are a material part of this Declaration:

- A. Declarant is, or will be at the time of recording of this document, the owner of certain real property described in Exhibit A, attached.
- B. Declarant intends to develop and use a portion of its parcel more particularly described on Exhibit B, attached ("Parcel 1").
- C. Declarant intends to subdivide and sell the remaining portion of its parcel as shown on Exhibit C, attached. The individual parcels are more particularly described as follows: Exhibit D, hereinafter Outlot 2, Exhibit E, hereinafter Outlot 3, Exhibit F, hereinafter Outlot 4, (all collectively referred to as the "Outlots").
- D. The future owners of any Outlot(s) are hereinafter referred to as the "Owners."

1. INGRESS/ EGRESS EASEMENT

Declarant reserves for itself and grants and conveys to the Owners a perpetual, non-exclusive easement, appurtenant to Parcel 1 and the Outlots for the use and benefit of the Owners, their tenants, successors and assigns, for the purpose of automobile and pedestrian ingress and egress over and upon that portion of Parcel 1 and Outlot 2 shown as the cross-hatched area on Exhibit C ("Access Easement"). The rights contained within this Access Easement shall run with the land and inure to and be for the benefit of Declarant and/or the Owners, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

Declarant covenants and agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the Access Easement. The obligation of Declarant to maintain, repair and keep in repair said easement shall, without limiting the generality thereof, include the following:

- A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and
- B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and
- C. Placing, keeping in repair, and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required.

Declarant and the Owners each covenant and agree to pay twenty five percent (25%) of the total expense to maintain and repair the Access Easement to be paid bi-annually to Declarant within thirty (30) days after receipt of a statement therefor set forth with reasonable detail. In the event Declarant retains ownership to any of the Outlots, it shall pay the aforesaid 25% share for each parcel it owns. If Declarant is not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the Declarant's discretion, have a lien for unpaid costs placed upon the title to their property by the Declarant recording a lien claim and notice. Notwithstanding the foregoing, Declarant and the Owners shall pay all real estate taxes and assessments levied on their respective parcels including any portion of the Access Easement located thereon.

## 2. STORM SEWER EASEMENT

Declarant reserves for itself and Owners of Outlot 2 and Outlot 4 a perpetual, non-exclusive easement, appurtenant to Parcel 1, Outlot 2 and Outlot 4, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a storm sewer line(s) and related facilities over, above, along, under, in and across that portion of Outlot 3 as shown in Exhibit C. The parties will have the right of ingress and egress across Outlot 3 for the purpose(s) granted in this article and such ingress and egress will be exercised in a reasonable manner.

Declarant also reserves for itself and any Owner of Parcel 1 and/or Outlot 2 and Outlot 4 an irrevocable license, coupled with the easement, to use the storm sewer lines, the storm water detention area and all related facilities located in the easement area, if any. No additional charge or fee of any type shall be charged for this license.

The storm system from Parcels 1, 2, 3 and 4 will discharge to the detention pond located in the northwest corner of Parcel 3. The overflow from the detention pond will flow directly into the drainage easement to the Holland Drain, said easement as granted to the Muskegon County Drain Commission in that certain Drainage Easement dated July 22, 1997 and recorded August 11, 1997 in Liber 2010 Page 278-280

Each Owner agrees to maintain at its sole cost that portion of the storm sewer line running from its parcel to the hook-up point located on Outlot 3 ("Responsible Owner"). The Owner of Outlot 3 agrees to maintain the stormwater detention area located on Outlot 3 and the balance of the system. Declarant, as Owner of Parcel 1, and the Owners of Outlot 2 and Outlot 4 each covenant and agree to pay twenty five percent (25%) of the total expense to maintain the detention pond and related drainage facilities bi-annually to the Owner of Outlot 3 within thirty (30) days after receipt of a statement therefor set forth with reasonable detail. In the event Declarant retains ownership to any of the Outlots, it shall pay the aforesaid 25% share for each parcel it owns. If Outlot 3 Owner is not reimbursed within thirty (30) days from the date of billing for its costs, the parties failing to pay their share may, at the Outlot 3 Owner's discretion, have a lien for unpaid costs placed upon the title to their property by the Outlot 3 Owner recording a lien claim and notice. Should the Outlot 3 Owner fail to maintain the system, all other Owners will have the right, but not the obligation, to maintain the system and seek reimbursement from the Outlot 3 Owner and its heirs, successors and assigns. Notwithstanding anything to the contrary: (a) each Responsible Owner shall perform the construction, repair and maintenance of its sewer line in such a manner so as to not unduly disrupt the operation of the business of Declarant or the other Owners; (b) each Responsible Owner agrees to restore any other party's parcel, at its sole cost, to the same condition which existed prior to the commencement of Responsible Owner's work; and (c) each Responsible Owner agrees to indemnify, defend and hold Declarant and the other Owners harmless against any and all claims, liability and costs (including, but not limited to reasonable attorneys' fees and costs) for any and all injuries to persons and for any and all damage to property occurring as a result of the Responsible Owner's failure to safely and properly maintain the sewer line located on its parcel.

### **3. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION**

The Owners and the Declarant covenant and agree, with respect to their own property, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of, or in any way related to, any party's failure to maintain their respective properties in a safe condition. The Owners and Declarant shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this Declaration.

### **4. DEFAULT**

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Declaration, to be performed, fulfilled or observed by it, continuing for thirty (30) days, after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

### **5. COVENANTS RUNNING WITH LAND**

The rights contained within this Declaration shall run with the land and inure to and be for the Declarant and future Owner(s) of the Outlot(s), their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

### **6. TERMINATION OF LIABILITY**

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this Declaration occurring after a transfer except that Declarant shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

### **7. AMENDMENT**

This Declaration may only be amended or terminated upon the written consent of both Declarant and all the Owners of the Outlots.

### **8. CONSTRUCTION**

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Owners and Declarant is carried out.

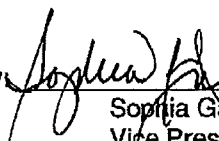
**9. NOTICE**

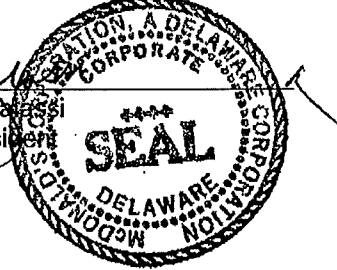
Declarant's address is One McDonald's Plaza, Oak Brook, Illinois 60521, Attention: Director, Real Estate Legal Department. The notice address for any Owner of any Outlot shall be the address of such Outlot. Any party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, and shall be deemed given when placed in the mail.

To indicate its consent to this Declaration, the Declarant or its authorized officers or representatives, have signed this document.

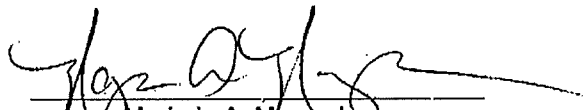
**DECLARANT:** McDonald's Corporation,  
a Delaware corporation

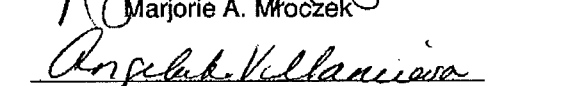
By

  
Sophia Galassi  
Vice President



**WITNESS:**

  
Marjorie A. Mroczek

  
Angela K. Villanueva

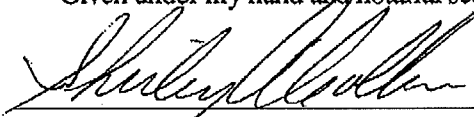
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ACKNOWLEDGMENT - McDONALD'S

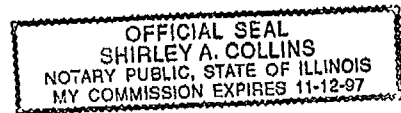
STATE OF ILLINOIS }  
 } SS  
 COUNTY OF DUPAGE }

I, Shirley A. Collins, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Sophia Galassi, Vice President, 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 Vice President, 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 Vice President and as the 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 July, 1997.

  
 Notary Public

My commission expires 11-12-97



STATE OF MICHIGAN  
 COUNTY OF MUSKEGON  
 RECEIVED 1997 AUG 11 AM 11:33  
 Carolie Carlin  
 REGISTER OF DEEDS

LEGAL DESCRIPTIONILLEGIBILITY  
DUE TO POOR ORIGINAL

THAT PART OF THE SOUTH HALF OF THE EAST HALF OF THE  
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWN 10  
NORTH, RANGE 16 WEST, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24;

THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, ALONG THE  
NORTH-SOUTH QUARTERLINE, A DISTANCE OF 90.00 FEET TO THE POINT OF  
BEGINNING.

THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, PARALLEL  
WITH THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 662.00 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG THE  
WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE  
SOUTHWEST QUARTER, A DISTANCE OF 569.41 FEET;

THENCE NORTH 89 DEGREES 18 MINUTES 28 SECONDS EAST, ALONG THE  
NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE  
SOUTHWEST QUARTER, A DISTANCE OF 663.81 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, ALONG THE  
NORTH-SOUTH QUARTERLINE, A DISTANCE OF 571.55 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 8.68 ACRES MORE OR LESS.

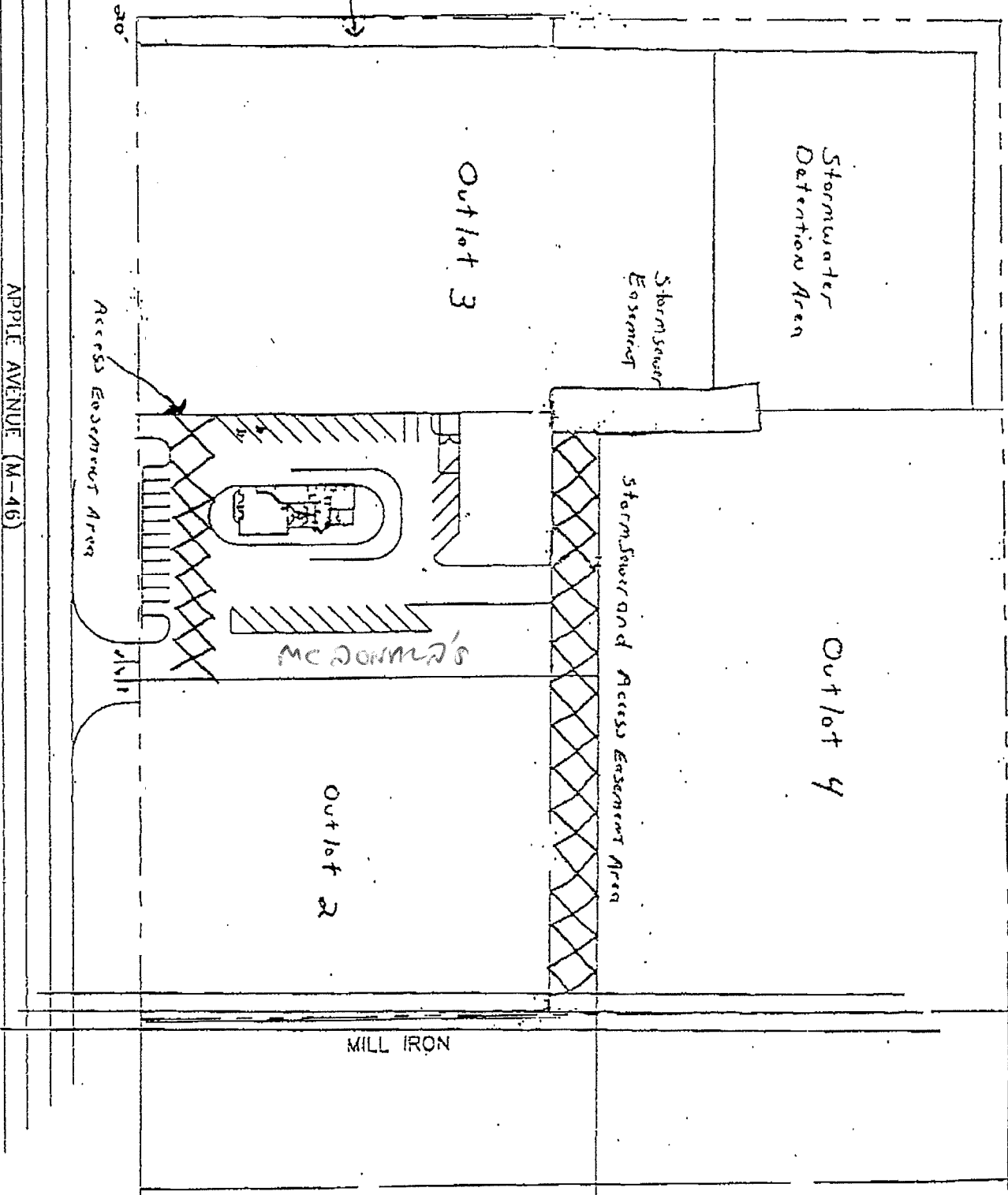
LEGAL DESCRIPTION

ILLEGIBILITY  
DUE TO POOR ORIGINAL

PART OF THE SOUTH  $1/2$ , OF THE EAST  $1/2$ , OF THE SOUTHEAST  $1/4$ ,  
OF THE SOUTHWEST  $1/4$ , OF SECTION 24, TOWN 10 NORTH, RANGE 16  
WEST, TOWNSHIP OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN.  
DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24;  
THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, ALONG THE  
NORTH-SOUTH QUARTER LINE, A DISTANCE OF 90.00 FEET;  
THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 233.00 FEET TO THE  
POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST,  
ALONG SAID LINE, A DISTANCE OF 170.03 FEET;  
THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, PARALLEL WITH  
THE NORTH-SOUTH QUARTER LINE, A DISTANCE OF 290.06 FEET;  
THENCE NORTH 89 DEGREES 29 MINUTES 18 SECONDS EAST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 403.03 FEET TO THE  
NORTH-SOUTH QUARTER LINE;  
THENCE SOUTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, ALONG SAID  
LINE, A DISTANCE OF 40.00 FEET;  
THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 233.00 FEET;  
THENCE SOUTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, PARALLEL WITH  
THE NORTH-SOUTH QUARTER LINE, A DISTANCE OF 250.06 FEET TO THE  
POINT OF BEGINNING.  
SAID PARCEL CONTAINS 1.34 ACRES, MORE OR LESS.

ILLEGIBILITY  
DUE TO POOR ORIGINAL

Drainage  
Easement  
(20 feet)



**LEGAL DESCRIPTION**

PART OF THE SOUTH 1/2, OF THE EAST 1/2, OF THE SOUTHEAST 1/4,  
OF THE SOUTHWEST 1/4, OF SECTION 24, TOWN 10 NORTH, RANGE 16  
WEST, TOWNSHIP OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24;  
THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, ALONG THE  
NORTH-SOUTH QUARTER LINE, A DISTANCE OF 90.00 FEET TO THE POINT  
OF BEGINNING;

THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 233.00 FEET;

THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, PARALLEL WITH  
THE NORTH-SOUTH QUARTER LINE, A DISTANCE OF 250.06 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 18 SECONDS EAST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 233.00 FEET TO THE  
NORTH-SOUTH QUARTER LINE;

THENCE SOUTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, ALONG SAID  
LINE, A DISTANCE OF 250.06 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 1.34 ACRES, MORE OR LESS.

ILLEGIBILITY  
DUE TO POOR ORIGINAL

**LEGAL DESCRIPTION**

PART OF THE SOUTH 1/2, OF THE EAST 1/2, OF THE SOUTHEAST 1/4,  
OF THE SOUTHWEST 1/4, OF SECTION 24, TOWN 10 NORTH, RANGE 16  
WEST, TOWNSHIP OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24:

THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, ALONG THE  
NORTH-SOUTH QUARTER LINE, A DISTANCE OF 90.00 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 403.03 FEET TO THE  
POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST,  
ALONG SAID LINE, A DISTANCE OF 258.97 FEET TO THE WEST LINE OF THE  
EAST 1/2, OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4;

THENCE NORTH 00 DEGREES 28 MINUTES 15 SECONDS EAST, ALONG SAID LINE,  
A DISTANCE OF 569.41 FEET TO THE NORTH LINE OF THE SOUTH 1/2, OF  
THE EAST 1/2, OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4;

THENCE NORTH 89 DEGREES 18 MINUTES 28 SECONDS EAST, ALONG SAID LINE,  
A DISTANCE OF 260.75 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, PARALLEL WITH  
THE NORTH-SOUTH QUARTER LINE, A DISTANCE OF 570.28 FEET TO THE  
POINT OF BEGINNING.

SAID PARCEL CONTAINS 3.40 ACRES, MORE OR LESS.

ILLEGIBILITY  
DUE TO POOR ORIGINAL

**LEGAL DESCRIPTION**

PART OF THE SOUTH  $1/2$ , OF THE EAST  $1/2$ , OF THE SOUTHEAST  $1/4$ ,  
OF THE SOUTHWEST  $1/4$ , OF SECTION 24, TOWN 10 NORTH, RANGE 16  
WEST, TOWNSHIP OF MUSKEGON, COUNTY OF MUSKEGON, STATE OF MICHIGAN,  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 24;  
THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, ALONG THE  
NORTH-SOUTH QUARTER LINE, A DISTANCE OF 380.06 FEET TO THE  
POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 29 MINUTES 18 SECONDS WEST, PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 403.03 FEET;  
THENCE NORTH 00 DEGREES 38 MINUTES 53 SECONDS EAST, PARALLEL WITH  
THE NORTH-SOUTH QUARTER LINE, A DISTANCE OF 280.22 FEET TO THE  
NORTH LINE OF THE SOUTH  $1/2$ , OF THE EAST  $1/2$ , OF THE SOUTHEAST  $1/4$ ,  
OF THE SOUTHWEST  $1/4$ ;

THENCE NORTH 89 DEGREES 18 MINUTES 28 SECONDS EAST, ALONG SAID LINE,  
A DISTANCE OF 403.06 FEET TO THE NORTH-SOUTH QUARTER LINE;  
THENCE SOUTH 00 DEGREES 38 MINUTES 53 SECONDS WEST, ALONG SAID LINE,  
A DISTANCE OF 281.49 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 2.60 ACRES, MORE OR LESS.

ILLEGIBILITY  
DUE TO POOR ORIGINAL