

EASEMENT

*Sewer
Easement*

Indenture made this 10~~th~~ day of June A.D.,
19 98, between McDonald's Corporation
(Name of Owners)
of P.O. Box 66207 AMF O'Hare McDonald's Plaza
(Street Address)
Chicago Oak Brook ILL. 60666 60523
(City) (State) (Zip code)

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

RECITALS

Grantors are the owners of certain property ^{under} hereinafter described, and the County of Muskegon is desirous of obtaining an easement ~~over and upon~~ a portion of said premises for the purpose of constructing, maintaining and using certain sewer lines..

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

^{a non-exclusive perpetual}

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 County, the receipt of which is hereby acknowledged, do by these presents grant, and convey unto the County of Muskegon and its successors and assigns, ~~permanent~~ easement ~~over, across and under~~ ^a strips of land situated in the Township of Muskegon, Muskegon County, Michigan, which said strips of land ^{is} ~~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 County general plan for the Muskegon Township Sewage Collection System with all of its necessary apparatus and appurtenances, which is a part of the Muskegon County Wastewater Management System #1.

^{(Exhibit A) as the "Permanent Easement"}

Grantors ^{also} grant and convey to the County herewith, the ^{temporary} right and privilege to use the ~~temporary easement, when required,~~ for the initial construction of the said sewer lines, pipes and mains, which, shall expire after same are constructed, but not after the calendar year 1998 whichever shall first occur.

^{area described on the attached A as "Temporary Construction Easement"}

temporary construction easement

5. See Insert on Page 2
6. See Insert on Page 2
7. See Insert on Page 2

PROVIDED HOWEVER, that the:

1. County shall restore the premises to the same condition they were in prior to such construction, maintenance, repair or alteration, except for tree removal.
2. County shall ^{at all times} 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. County shall cooperate with Grantors to cause the least ^{interference and} inconvenience to Grantors during such construction, maintenance, alteration and repairs and complete such work as soon as reasonably possible.
4. County in excavating for, constructing, laying, maintaining and repairing said sewer lines, shall do as little damage as possible to the premises of Grantor, and it shall ~~make repair~~ ^{good} all of such damage ^{caused by} to Grantors, 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.

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

Witnesses:

Dolores Lawn
Dolores Lawn

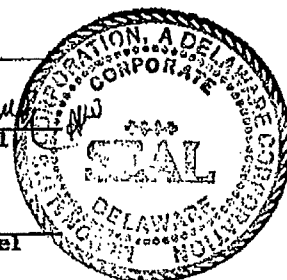
Angela Villanueva
Angela Villanueva
Illinois

STATE OF MICHIGAN)
DuPage) SS
COUNTY OF MUSKEGON)

McDonald's Corporation

Martin W. Chmura
Martin W. Chmura, Managing Counsel

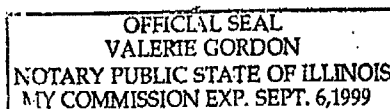
Robert A. Ohlhausen
Robert A. Ohlhausen, Senior Counsel



On this 10th day of June, A.D., 19 98, before me
personally appeared Martin W. Chmura, Managing Counsel and Robert A. Ohlhausen,
Senior Counsel

to me known to be the person^s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Valerie Gordon
Notary Public
~~County of Muskegon, Michigan~~
My Commission Expires: September 6, 1999



INSERT

5. Such easements are subject to all covenants, conditions, restrictions and easements of record and any existing easements.
6. Avoid parking any equipment on the premises without Grantors prior written consent.
7. The County shall indemnify, defend and hold McDonald's harmless from and against all damages or claims of damages, losses, costs, expenses or actions which arise out of or are in any way connected with the County's work or use of the Easement Areas. If the County does not use the permanent easement area for a period of two (2) consecutive years, the reserved easement rights shall lapse and terminate and be of no further force and effect.

EASEMENTS

PARCEL NO. MU - 595
TAX NO. _____
NAME McDonald's Corp.
P.O.Box 66207, AMF O'Hare
Chicago, ILL. 60666

DESCRIPTION OF PROPERTY

As taken from the Muskegon County Tax Roll)

ie South 90 feet of the

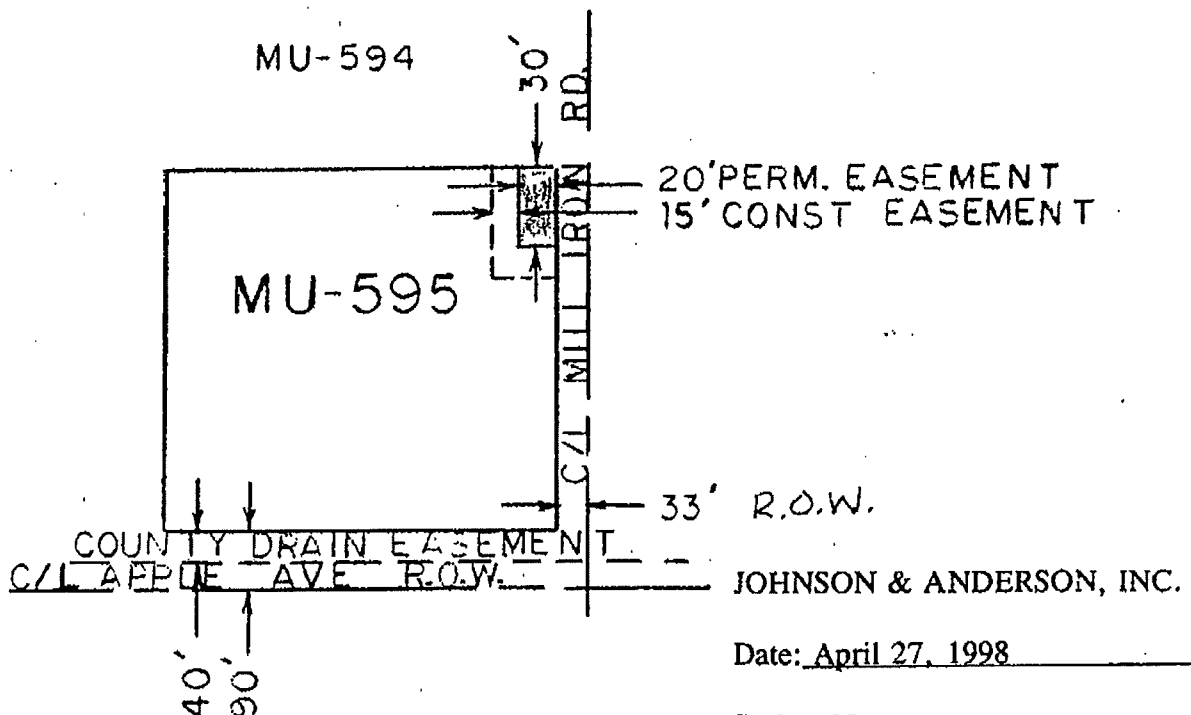
1/2, E 1/2, SE 1/4 SW 1/4, Sec. 24 T 10 N, R 16 W Exc: the S 90 ft.

DESCRIPTION OF EASEMENT

PERMANENT EASEMENT: A 20 foot by 30 foot strip of land lying West of, parallel and adjacent to the East line of the above described parcel.

^{temporary}

CONSTRUCTION EASEMENT: A 15 foot strip of land parallel to and West and South of the Permanent Easement.



Date: April 27, 1998

Scale: None

Job No: 14499-00