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Merrillville, IN  
6100 Mississippi Street  
L/C: 013-0287  
File # 9476

2010 052350

STATE OF INDIANA

LAKE COUNTY

FILED FOR RECORD

2010 SEP 10 AM 10:19

Prepared by: Bruce A. Neumann, Esq.  
Recorded by: Doris Murray Norris  
McDonald's Corporation  
One McDonald's Plaza  
Oak Brook, IL 60523

MICHELLE R. FAJMAN  
RECORDED

620101696CM

EASEMENT AGREEMENT

CHICAGO TITLE INSURANCE COMPANY

THIS EASEMENT AGREEMENT ("Easement Agreement") is dated as of August 31st, 2010 between **WESTWOOD MCD TIER I PROPERTIES LLC, SERIES MERRILLVILLE**, a Delaware limited liability company ("Grantor") and **McDONALD'S REAL ESTATE COMPANY**, a Delaware corporation ("McDonald's"). The following statements are a material part of this agreement:

A. McDonald's is, or will be at the time of recording of this document, the owner of Parcel 1 described on Exhibit A attached hereto and incorporated by this reference.

B. Grantor is the owner of Parcel 2 described and on Exhibit B attached hereto and incorporated by this reference.

C. Grantor wishes to grant, and McDonald's wishes to receive certain easements over, under and across Parcel 2.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. SIGN AND UTILITY EASEMENT. Grantor grants to McDonald's a perpetual, non-exclusive easement appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing at McDonald's sole cost and expense a monument sign ("Sign") and related electrical utility lines over, above, along, under, in and across Parcel 2 as legally described and depicted on Exhibit C, attached hereto and incorporated by this reference (the "S and U Easement Area") it being agreed and understood that McDonald's may replace such sign at any time with a similar sign or such other type of sign as is permitted by code or variance thereof granted by the applicable governmental agency. If McDonald fails to meet its responsibilities, then subject to the notice and cure provisions in Section 8 below, Grantor may take such action as necessary in order to comply with any applicable law, regulation or order from a governmental agency with jurisdiction over the Sign or in order to correct a dangerous condition as determined by Grantor in its reasonable discretion, and bill McDonald's for the cost of same as provided in and accordance with Section 8 below. Nothing contained herein shall permit McDonald's to have electrical utility lines serving the Sign be located above ground.

If the utility lines that are the subject of the easement granted herein are connected to utility lines outside of the S and U Easement Area and those lines also service Parcel 2, Grantor shall maintain that portion of the utility lines outside of the S and U Easement Area and all related facilities located on Parcel 2 in good condition and repair from and after the date a building is constructed, a certificate of occupancy ("C of O") is issued or the building is otherwise occupied on Parcel 2. Until such time as a building is constructed and occupied on Parcel 2.

FILED

SEP 09 2010

EGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

ct  
4200  
BB

Parcel 2 and C of O issued therefore, McDonald's shall have a license to access the utility lines serving Parcel 1 outside of the S and U Easement Area and the obligation to maintain, repair and replace those utility lines outside the S and U Easement Area at its sole cost and expense.

If the utility lines in the S and U Easement Area serving Parcel 1 also serve Parcel 2, at such time as: (a) Grantor has constructed improvements on Parcel 2, and (b) a C of O has been issued in connection therewith or the building is otherwise occupied, Grantor and McDonald's shall equally share in the cost of maintaining, repairing, or replacing the utility lines serving Parcel 2 within the S and U Easement Area thereafter. McDonald's shall submit requests for payment to Grantor no more frequently than quarterly with supporting third party invoices, and Grantor shall reimburse McDonald's for its share of said costs within thirty (30) days from receipt of said billing and invoices. McDonald's shall not be entitled to bill Grantor for the replacement of the utility lines in the S and U Easement Area serving both Parcel 1 and Parcel 2 unless the condition of same is such that repairs are no longer practical due to the condition thereof.

2. **LANDSCAPING EASEMENT.** Grantor grants and conveys to McDonald's perpetual right, privilege and easement to enter upon the easement area legally described and depicted on the attached Exhibit C, incorporated herein by this reference (collectively referred to herein as the "Landscape Easement Area"), specifically for purposes of installation and maintenance of softscape and hardscape. McDonald's shall have the right to landscape the Landscape Easement Area in a manner consistent with the McDonald's landscaping plan with regard to Parcel 1. McDonald's shall continue to maintain such landscaping in compliance with applicable code requirements. The cost of landscaping the Landscape Easement Area shall be borne solely by McDonald's. If McDonald fails to meet its responsibilities, then subject to the notice and cure provisions of Section 8 below, Grantor may maintain, repair or if deemed necessary by Grantor in its reasonable discretion, remove or replace (if required by code) any diseased or dying plants, grass, trees or shrubs in the Landscape Easement Area with similar landscaping, or if drought conditions exist, with drought resistant landscaping, and bill McDonald's for the cost of same as provided in and accordance with Section 8 below. Notwithstanding anything to the contrary in this Agreement, as between Grantor and McDonald's, Grantor shall have the right to construct a building or other improvements related thereto, including but not limited to a sidewalk, in that portion of the Landscape Easement Area that is to the east of the 20 foot building setback that runs in a north/south direction and to the north of the 30 foot building setback that runs in an east/west direction in conjunction with its development of Parcel 2.

3. **DRAINAGE EASEMENT.** Grantor grants to McDonald's a perpetual, non-exclusive easement, appurtenant to Parcel 1, for the purpose of surface draining any and all surface water runoff from Parcel 1 and the improvements which may, from time to time, be constructed, altered, replaced, modified and maintained thereon, over, upon and across Parcel 2 ("Drainage Easement"), as described and/or depicted on Exhibit D, attached hereto ("Drainage Easement Area").

McDonald's agrees to maintain, repair or replace (if not useable or in violation of applicable code and repairs are no longer practical due to the condition of the storm sewer line or a portion thereof) the pavement and other improvements installed by McDonald's in the Drainage Easement Area at McDonald's sole cost and expense. If McDonald fails to meet its responsibilities, then subject to the notice and cure provisions set forth in Section 8 below, Grantor may maintain and repair any pavement or other improvements in the Drainage Easement Area and bill McDonald's for the cost of same as provided in and accordance with

Section 8 below; provided that if Grantor desires to replace any portion of the improvements in the Drainage Easement Area as a result of McDonald's failure to comply with its obligation to do so, it shall only be permitted to do so if required by law or the improvements in the Drainage Easement Area are not capable of being repaired due to its condition.

4. RELOCATION OF EASEMENTS. If at any time Grantor decides to relocate any existing utility and/or drainage easement described above, Grantor shall have the right to do so provided that:

- (a) Such relocation will not materially and adversely affect or interfere with the operation of the restaurant business on Parcel 1;
- (b) Grantor obtains all necessary permits and complies with applicable law in connection with the relocation of the easements and lines;
- (c) Grantor causes a licensed civil engineer to prepare a new drawing and legal description for the relocated easement at its sole cost and expense, and such documents are made exhibits to an amendment to this Easement Agreement to be prepared by the owner of Parcel 2 and submitted to McDonald's for its approval and execution, such approval not to be unreasonably withheld or delayed. McDonald's failure to disapprove of such documents in writing accompanied by an explanation for the disapproval no later than 60 days after delivery of same to McDonald's shall be deemed approval thereof, provided the documents are accompanied by a letter advising McDonald's that its failure to disapprove within said 60 day period shall be deemed to be approval;
- (d) Grantor provides McDonald's at least ten (10) days notice before commencing the relocation after receiving the approval (or deemed approval) under subsection (c) above, and such work is done at a time and in a manner that is reasonably acceptable to McDonald's;
- (e) Grantor shall be responsible for all costs and expenses associated with the relocation of the easement and corresponding lines;
- (f) To the extent there are any defects in the relocated lines, the obligation to repair or replace those particular relocated lines shall be borne exclusively by Grantor; provided, however, nothing contained herein is intended to abrogate or modify McDonald's obligations regarding maintenance and repair except as expressly provided in this subparagraph; and
- (g) To the extent the relocation results in an increase in maintenance costs over the costs incurred in maintaining the easements prior to the relocation, and McDonald's is able to provide evidence to substantiate a claim that this has occurred, Grantor shall thereafter be responsible for the incremental increase in cost of maintenance attributable to the relocation of the easement.

5. USE OF EASEMENT AREAS.

- (a) McDonald's will have the right of ingress and egress across Parcel 2 for the purposes set forth above and such ingress and egress will be exercised in a reasonable manner. Where McDonald's facilities have been installed, no trees, permanent buildings or

other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of McDonald's, which approval shall not be unreasonably withheld. However, the easement areas may be used by Grantor for landscaping or other purposes that do not then or later interfere with the granted easement uses. Grantor further grants and conveys to McDonald's such temporary access onto Parcel 2 as is reasonably necessary or appropriate, from time to time, in connection with McDonald's use of the easement, and any construction, maintenance or repairs relating thereto. Notwithstanding anything to the contrary contained elsewhere herein, in the event that Grantor installs any landscaping or other improvements, then Grantor shall do so at its own cost, expense and risk, and shall be fully responsible for maintaining, repairing, renewing, modifying, improving or replacing such improvements at Grantor's sole cost and expense. Grantor specifically acknowledges that McDonald's shall have no responsibility or liability with respect to such improvements, even if McDonald's has consented to Grantor's installation thereof as set forth above.

- (b) McDonald's covenants to indemnify, defend and hold Grantor harmless from and against any and all claims, demands, causes of action, liability, judgments, awards, losses, damage, costs and expenses, including attorneys fees and costs (collectively, "Claims"), arising out of or relating to McDonald's' use of the easements granted herein or the intentional or negligent acts of McDonald's with respect thereto; provided however, that in no event shall this indemnity apply, nor shall McDonald's have any liability with respect to Claims resulting from or relating to any intentional or negligent acts or omissions of Grantor or its employees, tenants, representatives, consultants, contractors, agents or invitees.

6. **ADDITIONS TO DOMINANT TENEMENT.** The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1 and be contiguous to Parcel 1.

7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties; it being specifically understood that any successors or assigns of Grantor or McDonald's shall have the same rights, duties and obligations as the original Grantor and McDonald's, respectively, under this Easement Agreement.

8. **DEFAULT AND LIEN RIGHTS.** If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. If the notice is based upon a failure of a party to maintain, repair or replace any item, the notice shall specifically identify the item the party providing notice contends the other party failed to maintain, repair or replace. 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 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. In

addition to the rights and remedies specified above, if the party entitled to reimbursement under this Easement Agreement is not reimbursed within thirty (30) days from the date of billing, the parties failing to pay their share may, at the billing party's discretion, have a lien for unpaid costs placed upon the title to the other parties' property by the recording a lien claim and notice. The provisions of this section 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.

9. 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 McDonald's is carried out. If any provision of this Easement Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, the remainder of this Easement Agreement shall not be affected thereby, and each provision of this Easement Agreement shall be interpreted and construed in a manner such that it is valid and enforceable to the fullest extent permitted by law.

10. NOTICE. Grantor's address is c/o Westwood Financial Corp., c/o Westwood Financial Corp., 9301 E. Shea Boulevard, Suite 124, Scottsdale, AZ 85260, Attention: Mona Sullivan, and McDonald's address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department, L/C: 013-0287. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested or by a nationally recognized overnight courier, to the addresses provided for in this paragraph and shall be deemed given three (3) days after placed in the U.S. Mail, or one (1) day after placed in the hands of the overnight courier.

11. ATTORNEYS' FEES AND COSTS. Either party may enforce this Easement Agreement or its rights hereunder by appropriate action, and in such event, the prevailing party in such litigation shall be entitled to recover from the losing party reasonable costs and expenses incurred by the prevailing party in connection with such litigation, including without limitation, reasonable attorneys' fees and court costs.

12. AMENDMENT. This Easement Agreement may be amended, supplemented, modified, rescinded or terminated only by a written instrument duly executed and acknowledged by the fee owners of Parcel 1 and Parcel 2.

13. ENTIRE AGREEMENT. This Easement Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties as to the subject matter hereof, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

14. TIME. Time is of the essence of this Easement Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

15. GOVERNING LAW. This Easement Agreement is to be governed by and construed in accordance with the laws of the state where Parcel 1 and Parcel 2 are located.

16. COUNTERPARTS. This Easement Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement.

17. RELEASE OF LIABILITY UPON TRANSFER. Upon the transfer of Parcel 1 or Parcel 2, as applicable, the owner of that Parcel shall have no further rights, obligations or duties under this Easement Agreement, except for those rights, duties or obligations that have accrued prior to the date of transfer.

NO FURTHER TEXT APPEARS ON THIS PAGE

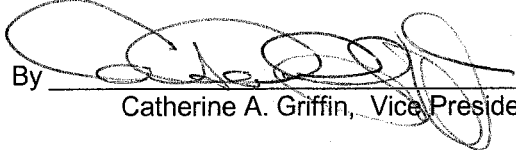
TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and McDonald's, or their authorized representatives or officers, have signed this document as of the date first set forth above, intending to be bound by the terms hereof.

GRANTOR:  
**WESTWOOD MCD TIER I PROPERTIES LLC,  
SERIES MERRILLVILLE, a Delaware limited  
liability company**

By: Westwood Financial Corp., a California  
corporation, its Manager

By:   
Name: **RANDY BANCHIK**  
Its: **VICE PRESIDENT**

MCDONALD'S:  
**McDONALD'S REAL ESTATE COMPANY, INC.,  
a Delaware corporation**

By:   
Catherine A. Griffin, Vice President

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B C)

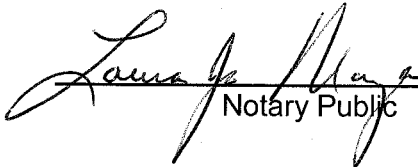
- Exhibit A: legal description of McDonald's property
- Exhibit B: legal description of Grantor's property
- Exhibit C: legal description/depiction of Utility, Sign and Landscaping Easement
- Exhibit D: legal description/depiction of Drainage Easement

STATE OF ILLINOIS

COUNTY OF DUPAGE

I, Laura Jo Marzec, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Vice President of McDonald's Real Estate Company, 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 they she, sealed and delivered the said instrument of her free and voluntary act as such Vice President 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 27 day of August 2010.

  
Notary Public

My commission expires 01-25-14





STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES        )

On August 24th, 2010, before me, Timothy J. Kearney, a Notary Public, personally appeared Randy Banchik, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.

Signature Timothy J. Kearney [NOTARY SEAL]

My Commission Expires:

OCT 16 2012



Exhibit A

Legal Description

McDonald's Property

Parcel 1

Lot A in the Replat of McDonald's Mississippi Avenue Subdivision, an Addition to the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 103, page 53, and in Consent to Replat recorded April 1, 2010, in Document No. 2010018815, in the Office of the Recorder of Lake County, Indiana.

Exhibit B

Legal Description

Grantor Property

Parcel 2

Lot B in the Replat of McDonald's Mississippi Avenue Subdivision, an Addition to the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 103, page 53, and in Consent to Replat recorded April 1, 2010, in Document No. 2010018815, in the Office of the Recorder of Lake County, Indiana.

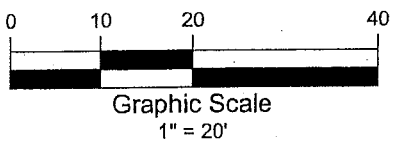
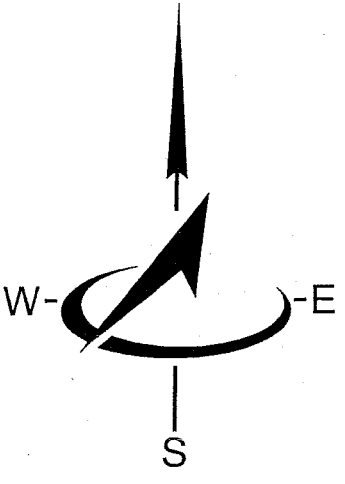
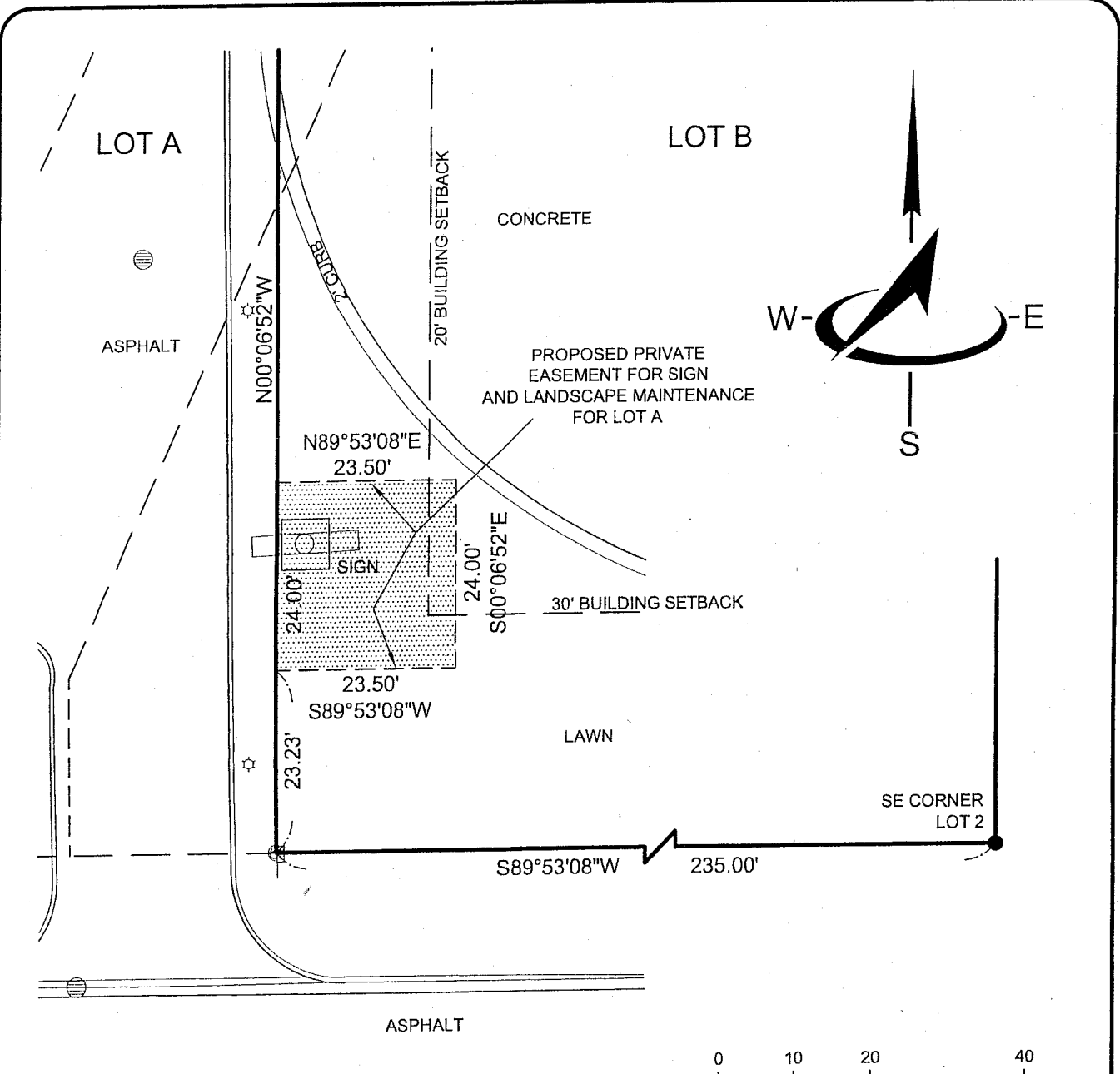
PRIVATE EASEMENT FOR SIGN AND LANDSCAPE MAINTENANCE

PART OF LOT B AS SAID LOT IS KNOWN AND DESIGNATED ON THE REPLAT OF MCDONALD'S MISSISSIPPI AVENUE SUBDIVISION AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA RECORDED IN PLAT BOOK 103 PAGE 53, ALSO BEING A PART OF LOT TWO (2) AS SAID LOT IS KNOWN AND DESIGNATED ON THE MCDONALD'S MISSISSIPPI AVENUE SUBDIVISION AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA RECORDED IN PLAT BOOK 66, PAGE 19, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ALSO BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE EIGHT (8) WEST, ROSS TOWNSHIP, LAKE COUNTY, TOWN OF MERRILLVILLE, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE WITH CAP "MBW 13" AT THE SOUTHEAST CORNER OF SAID LOT 2 AND THE NORTH RIGHT-OF-WAY LINE OF SIXTY-SECOND (62ND) STREET; THENCE SOUTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EIGHT (08) SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2 AND SAID RIGHT-OF-WAY LINE A DISTANCE OF TWO HUNDRED THIRTY-FIVE (235.00) FEET TO A FOUND GEAR IN A CONCRETE PAD; THENCE NORTH ZERO (00) DEGREES SIX (06) MINUTES FIFTY-TWO (52) SECONDS WEST A DISTANCE OF TWENTY-THREE AND TWENTY-THREE HUNDREDTHS (23.23) FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH ZERO (00) DEGREES SIX (06) MINUTES FIFTY-TWO (52) SECONDS WEST A DISTANCE OF TWENTY-FOUR (24.00) FEET; THENCE NORTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EIGHT (08) SECONDS EAST A DISTANCE OF TWENTY-THREE AND FIFTY HUNDREDTHS (23.50) FEET; THENCE SOUTH ZERO (00) DEGREES SIX (06) MINUTES FIFTY-TWO (52) SECONDS EAST A DISTANCE OF TWENTY-FOUR (24.00) FEET; THENCE SOUTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EIGHT (08) SECONDS WEST A DISTANCE OF TWENTY-THREE AND FIFTY HUNDREDTHS (23.50) FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 564 SQUARE FEET.

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 Printed: Wednesday, June 02, 2010 10:32 AM



CENTERLINE OF 62ND STREET 80' R/W

PROPOSED PRIVATE EASEMENT FOR SIGN  
 AND LANDSCAPE MAINTENANCE FOR LOT A  
  
 PT. LOT B REPLAT OF MCDONALDS MISSISSIPPI  
 AVENUE SUBDIVISION  
 PT. NE 1/4, SEC. 10, T35N, R5W  
 ROSS TOWNSHIP, LAKE COUNTY, INDIANA



3220 Southview Drive  
 Elkhart, Indiana 46514  
 (574) 266-1010  
 Fax: (574) 262-3040  
 info@marbachpls.com  
 www.marbachpls.com

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JOB NUMBER	SCALE:			
0042-2010	1"=20'			

T 1 OF 1	DRAWING NO. D-30922
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Exhibit C  
 2 of 2

PRIVATE DRAINAGE EASEMENT

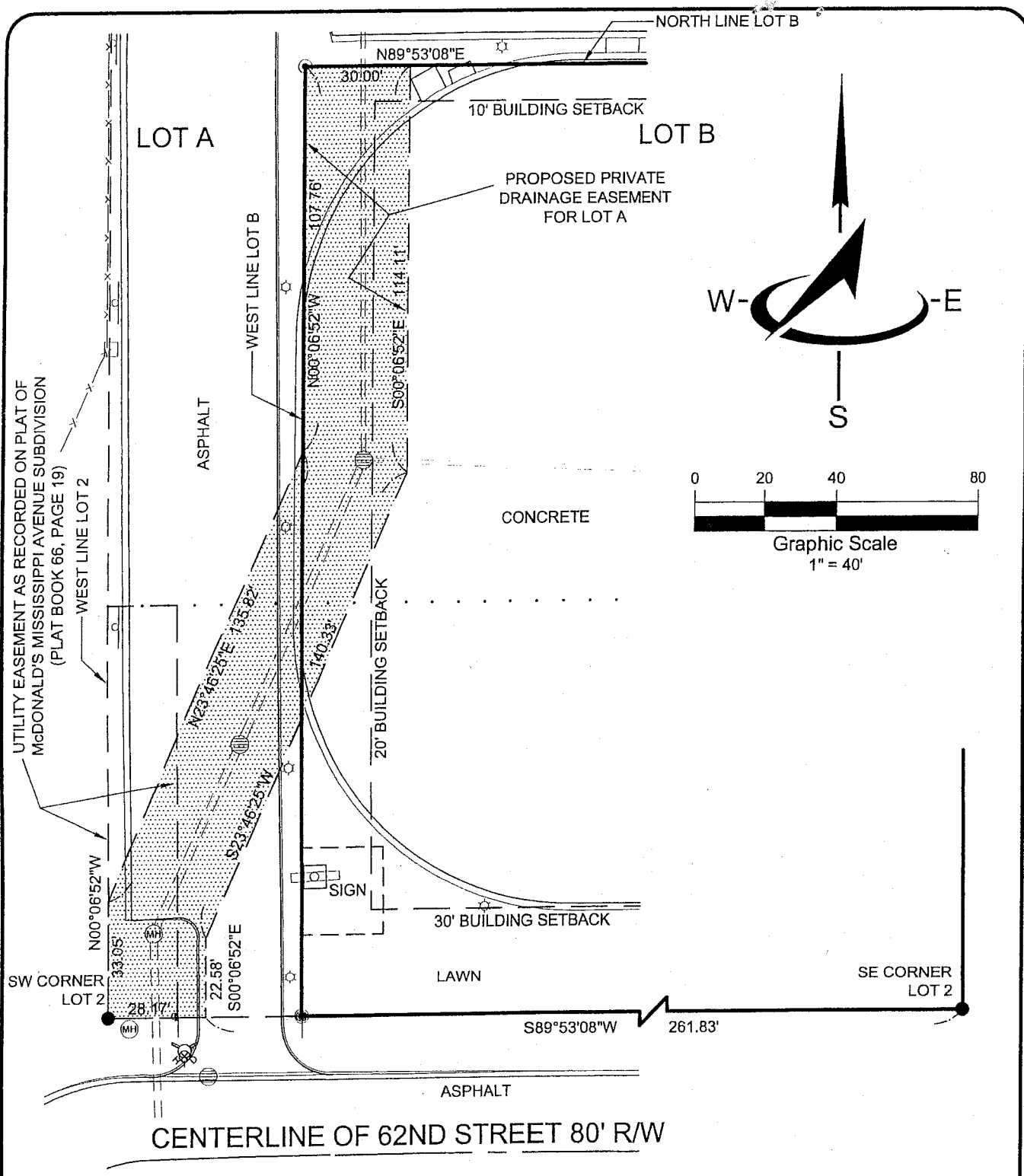
PART OF LOTS A AND B AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE REPLAT OF MCDONALD'S MISSISSIPPI AVENUE SUBDIVISION AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA RECORDED IN PLAT BOOK 103 PAGE 53, ALSO BEING A PART OF LOTS ONE (1) AND TWO (2) AS SAID LOTS ARE KNOWN AND DESIGNATED IN THE MCDONALD'S MISSISSIPPI AVENUE SUBDIVISION AN ADDITION TO THE TOWN OF MERRILLVILLE, INDIANA RECORDED IN PLAT BOOK 66, PAGE 19, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ALSO BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TEN (10), TOWNSHIP THIRTY-FIVE (35) NORTH, RANGE EIGHT (8) WEST, ROSS TOWNSHIP, LAKE COUNTY, TOWN OF MERRILLVILLE, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE WITH CAP "MBW 13" AT THE SOUTHEAST CORNER OF SAID LOT 2 AND THE NORTH RIGHT-OF-WAY LINE OF SIXTY-SECOND (62ND) STREET; THENCE SOUTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EIGHT (08) SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2 AND SAID RIGHT-OF-WAY LINE A DISTANCE OF TWO HUNDRED SIXTY-ONE AND EIGHTY-THREE HUNDREDTHS (261.83) FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EIGHT (08) SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2 AND SAID RIGHT-OF-WAY LINE A DISTANCE OF TWENTY-EIGHT AND SEVENTEEN HUNDREDTHS (28.17) FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH ZERO (00) DEGREES SIX (06) MINUTES FIFTY-TWO (52) SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF THIRTY-THREE AND FIVE HUNDREDTHS (33.05) FEET; THENCE NORTH TWENTY-THREE (23) DEGREES FORTY-SIX (46) MINUTES TWENTY-FIVE (25) SECONDS EAST A DISTANCE OF ONE HUNDRED THIRTY-FIVE AND EIGHTY-TWO HUNDREDTHS (135.82) FEET TO A POINT ON THE WEST LINE OF SAID LOT B; THENCE NORTH ZERO (00) DEGREES SIX (06) MINUTES FIFTY-TWO (52) SECONDS WEST ALONG THE SAID WEST LINE A DISTANCE OF ONE HUNDRED SEVEN AND SEVENTY-SIX HUNDREDTHS (107.76) FEET TO THE NORTHWEST CORNER OF SAID LOT B; THENCE NORTH EIGHTY-NINE (89) DEGREES FIFTY-THREE (53) MINUTES EIGHT (08) SECONDS EAST ALONG THE NORTH LINE OF SAID LOT B A DISTANCE OF THIRTY (30.00) FEET; THENCE SOUTH ZERO (00) DEGREES SIX (06) MINUTES

FIFTY-TWO (52) SECONDS EAST A DISTANCE OF ONE HUNDRED FOURTEEN AND ELEVEN HUNDREDTHS (114.11) FEET; THENCE SOUTH TWENTY-THREE (23) DEGREES FORTY-SIX (46) MINUTES TWENTY-FIVE (25) SECONDS WEST A DISTANCE OF ONE HUNDRED FORTY AND THIRTY-THREE HUNDREDTHS (140.33) FEET; THENCE SOUTH ZERO (00) DEGREES SIX (06) MINUTES FIFTY-TWO (52) SECONDS EAST A DISTANCE OF TWENTY TWO AND FIFTY-EIGHT HUNDREDTHS (22.58) FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 0.190 OF AN ACRE

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 Printed: Wednesday, June 02, 2010 10:43 AM



**PROPOSED PRIVATE DRAINAGE EASEMENT FOR LOT A**

PT. LOTS A AND B REPLAT OF MCDONALDS MISSISSIPPI AVENUE SUBDIVISION  
 PT. NE 1/4, SEC. 10, T35N, R5W  
 ROSS TOWNSHIP, LAKE COUNTY, INDIANA

AUTOCAD FILE: 0212-2008.dwg

JOB NUMBER	SCALE:
0042-2010	1"=40'



**Marbach**  
 Marbach, Brady & Weaver, Inc.  
 Engineering & Surveying Since 1918

3220 Southview Drive  
 Elkhart, Indiana 46514  
 (574) 266-1010  
 Fax: (574) 262-3040  
 info@marbachpls.com  
 www.marbachpls.com

1 OF 1	DRAWING NO. D-30923
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