

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 APR 18 PM 3:52

MICHAEL B. BROWN
RECORDER

2013 027903

Lowell, IN
Route 2
L/C: 013-1166

Prepared by: Jeffrey A. Angres
After recording, Return to:
Amy Wilson
U.S. Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523



WATER WELL AGREEMENT

THIS WATER WELL AGREEMENT ("**Agreement**") is dated April 17, 2013 between **NOVOGRODER/LOWELL, LLC**, an Indiana limited liability company ("**Grantor**") and **McDONALD'S USA, LLC**, a Delaware limited liability company ("**Grantee**"). The following statements are a material part of this Agreement:

A. Grantee is the lessee of a tract of land described as Parcel 1 on Exhibit A, attached pursuant to that certain Ground Lease dated November 13, 2012 between Grantor as Landlord, and Grantee as Tenant.

B. Grantor is the owner of a tract of land described as Parcel 2 on Exhibit B, attached.

C. Grantor and Grantee wish to set forth the terms, conditions, responsibilities and obligations between themselves for the operation, maintenance and repair of a water well.

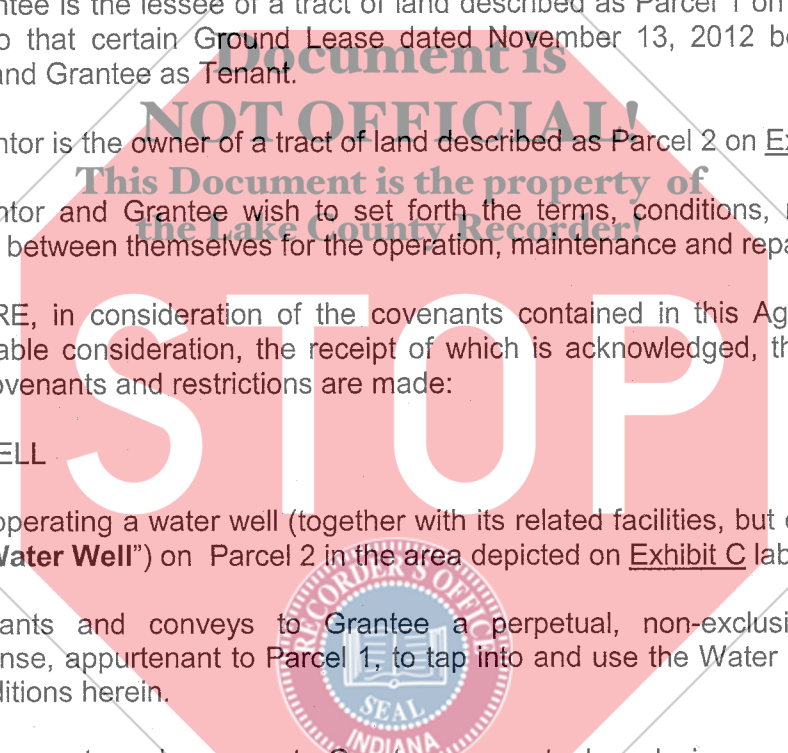
THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. WATER WELL

Grantor is operating a water well (together with its related facilities, but excluding treatment facilities, the "**Water Well**") on Parcel 2 in the area depicted on Exhibit C labeled as "W".

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement and irrevocable license, appurtenant to Parcel 1, to tap into and use the Water Well, subject to the terms and conditions herein.

Grantor also grants and conveys to Grantee a perpetual, exclusive easement, appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing, at Grantee's sole cost and expense, any and all utility lines and related facilities over, above, along, under, in and across that portion of Parcel 2 more particularly described and depicted in Exhibit C (the "**Water Access Easement**"), for the purpose of installing water lines and other related facilities necessary to use, connect to, and tap into, the Water Well. No permanent buildings will be placed in or allowed to encroach upon the Water Access Easement area, and Grantor reserves the right to install driveways, parking lots and landscaping on the



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LAKE COUNTY AUDITOR

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Water Access Easement Area. Grantor's installations shall not interfere with the water line installed in the Water Access Easement Area. Notwithstanding anything contained in this Agreement to the contrary, in the event any owner or tenant of any portion of Parcel 2 installs signage or other structure(s) ("**Structures**") within the Water Access Easement area, which Structure must be temporarily relocated from such area within the Water Access Easement area in order for Grantee to make any necessary repairs or replacements of its facilities within the Water Access Easement area, Grantee will be entitled to reimbursement for such reasonable costs and expenses incurred by Grantee in connection with the relocation and reinstallation of such Structures from the owner of such Structures, which reimbursement will be paid to Grantee within 30 days of the date Grantee delivers its invoice or other other reasonable proof of the cost of such work and proof that Grantee has paid such amount in full. Grantor agrees to cooperate and assist Grantee in its efforts to seek such reimbursement as authorized by this Article 1.

Grantee will have the right of ingress and egress across Parcel 2 for any purpose stated in this Agreement, and such ingress and egress will be exercised in a reasonable manner.

2. MAINTENANCE

Grantor covenants and agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the Water Well. It is specifically understood and agreed that except as provided under this Agreement including Grantee's Reimbursement (hereinafter defined) obligation, Grantee will have no obligation in connection with the ownership, maintenance, or management of the Water Well, and that Grantor will manage, operate and maintain the Water Well, or cause such to be done on Grantor's behalf.

3. MAINTENANCE EXPENSES

Grantor further covenants and agrees to pay the expense of maintaining and repairing the Water Well, subject to Grantee's Reimbursement (hereafter defined), including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such taxes or assessments, so long as Grantee's rights will not be jeopardized by the deferring of payment. A maintenance company (the "**Well Maintenance Company**") will be selected by Grantor to provide 24 hour service to the Water Well, to keep the Water Well in operating condition and in compliance with all requirements of the governmental authorities which regulate such facilities. The bills from the Well Maintenance Company will be sent to Grantor for payment, and Grantor will promptly pay all bills from the Well Maintenance Company on or before the date such bills would become delinquent. If Grantor becomes 60 days delinquent in the payment of either the Well Maintenance Company's Bills, utility bills or real estate tax bills, Grantee may give Grantor 15 days written notice to correct such delinquent payment situation. If Grantor fails to make any such delinquent payment within such 15 day period, Grantee may pay the bills on behalf of Grantor and seek reimbursement from the Grantor and any other users for their proportionate share. If Grantor or any other users of the Water Well fail to reimburse Grantee for such payments made by Grantee on behalf of Grantor, Grantee may deduct all such payments made

by Grantee on behalf of Grantor from Grantee's Reimbursement (hereinafter defined) thereafter accruing.

The costs of repair, utilities and maintenance of the Water Well will be prorated between Grantor, Grantee and all other users of the Water Well. Commencing on the date that the McDonald's restaurant opens for business to the public on Parcel 1, Grantee will reimburse Grantor for its proportionate share of the costs of repair, utilities and maintenance of the Water Well. As of the date of this Agreement, Grantor and Grantee acknowledge and agree that there are two users of the Water Well; accordingly, Grantee's proportionate share, as of the date of this Agreement is 50%. ("**Grantee's Reimbursement**"). If, in accordance with the terms of this Agreement, Grantor allows Additional User(s) (hereafter defined) to use the Water Well at any time after the date of this Agreement, Grantor will give Grantee written notice of such Additional User(s). Grantee's Reimbursement will then be decreased by a percentage equal to the ratio of the Additional User(s)' water requirements, divided by the total capacity of the Water Well. This percentage will be applied to the amount of Grantee's Reimbursement payable by Grantee per the terms of this Agreement at such time of the addition of any such Additional User(s). Grantor's written notice will contain the name of the Additional User(s), their estimated daily usage, the beginning date of such Additional User(s)' use of the Water Well, and all other information necessary to indicate the adjustment to be made to Grantee's Reimbursement. If, after the second (2nd) anniversary of the date of this Agreement, it is determined that the usage of the Water Well differs significantly from the assumption in entering into this Agreement (i.e. equally), the parties agree to determine their proportionate shares on an equitable basis considering usage. Grantee will pay Grantee's Reimbursement to Grantor within sixty (60) days after receipt of a statement from Grantor, setting forth all the costs expended by Grantor in connection with the maintenance and repair of the Water Well during the preceding calendar year ("**Grantor's Statement**"). Grantee's Reimbursement will include any of the following: (A) structural repairs, (B) repairs or replacements made necessary by governing laws, codes, by-laws, regulations and/or ordinances related to the operation of the Water Well, (C) clean-up of hazardous wastes or soil contamination of any type through no fault of Grantor, (D) any item of a capital nature under Generally Accepted Accounting Principles, including any replacement costs, but exclude costs and expenses arising from Grantor's willful, intentional or grossly negligent acts.

Grantee will have the right to examine the records of Grantor pertaining to the costs of maintaining and repairing the Water Well within 60 days after receiving Grantor's Statement. In the event that there is a discrepancy of more than 5% in the maintenance and/or repair costs set forth in Grantor's Statement, Grantee will have the right to adjust Grantee's Reimbursement accordingly and pay the lesser amount.

4. CAPACITY OF WELL; ADDITIONAL USERS

Grantor and Grantee acknowledge and agree that prior to entering into this Agreement, Grantee undertook an investigation of the Well to determine the Well's capacity and ability to accommodate Grantee's intended use upon Grantee's connection to the Well. Grantor acknowledges that Grantee has shared the results of such investigation with Grantor, and that both Grantor and Grantee were satisfied that the capacity of the Well is sufficient to accommodate Grantee's intended use of the Well.

Grantor agrees that, in the event additional user(s) of the Water Well are proposed (“**Additional User(s)**”), and such Additional User(s) would increase the use of the Water Well beyond the Water Well’s capacity and/or ability to provide Grantee with a supply of water adequate for the operation of Grantee’s intended business on Parcel 1, Grantor agrees that such Additional User(s) will be prevented from using the Water Well in any capacity that would create a situation where the efficient and proper operation of the Water Well was being impaired or the Water Well was being used beyond the Water Well’s capacity and/or ability to provide Grantee with a supply of water adequate for the operation of Grantee’s intended business on Parcel 1. Grantee will have the right to approve Additional User(s) of the Water Well, which approval will not to be unreasonably withheld.

5. INTERRUPTIONS IN NORMAL USE AND/OR OPERATION OF WELL; SELF-HELP

In the event normal use and/or operation of the Water Well is interrupted (“**Interruption in Service**”), by force majeure or otherwise, and Grantor fails to remedy the Interruption in Service within 2 days of receipt of written notice from Grantee; or, if - the Interruption in Service is not capable of being corrected within such 2 day period, if Grantor fails to commence the correction of such Interruption in Service within such 2-day period and thereafter diligently pursues such correction to its completion, Grantee may, at Grantee’s option, undertake the cure of such Interruption in Service, and deduct Grantee’s proportionate share of costs to cure such Interruption in Service from Grantee’s Reimbursement thereafter accruing.

In situations involving the health, welfare and safety of the community or the customers employees of the business operating on Parcel 1, or the continuous operation of Grantee’s business on Parcel 1 (“**Emergency Interruption in Service**”), Grantee will give Grantor 24 hours’ notice to take steps to cure such Emergency Interruption in Service. Grantor acknowledges the dependency of the proposed restaurant on Parcel 1 on the proper operation of the Water Well, and any repairs necessary to return the Water Well to its normal and safe use and operation will be deemed urgent in nature. If Grantor fails to cure such Emergency Interruption in Service in such 24 hour period, Grantee may take any and all actions necessary to cure such Emergency Interruption in Service, and seek reimbursement from Grantor for its proportionate share of the costs to take such corrective steps, or to have subsequent users pay their proportionate share directly to Grantee instead of Grantor.

If Grantor is delinquent in the payment of bills or fails to take the necessary steps to remedy an emergency, and Grantee exercises its rights to act as stated above, Grantee will have the right to withhold Grantee’s Reimbursement as reimbursement for such costs incurred by Grantee. Such withholding may continue until: (a) Grantor fully reimburses Grantee; or (2) the amount of Grantee’s Reimbursement withheld equals the amount due as reimbursement.

Additionally, if the Well Maintenance Company fails to act for any reason within 24 hours of an Emergency Interruption in Service or continually fails to perform its obligations under its contract, Grantee will have the right to declare that the contract with the maintenance contractor has been breached and retain another contractor to perform emergency and routine maintenance and repair work. Grantor and Grantee will have the right to seek all legal and

equitable remedies available to them against the defaulting contractor, and the parties agree to cooperate fully in any claim or action against the contractor.

If any repairs to the Water Well are estimated to be in excess of \$5,000.00, Grantor must first obtain the approval of Grantee before making the repairs, unless the repairs involve the health, welfare and safety of the community.

6. Intentionally Omitted

7. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION

Grantor covenants and agrees, to comply with all laws, rules, regulations and requirements of all public authorities, with respect to the use, operation, maintenance, and repair of the Water Well, including, but not limited to, all inspection requirements. Grantor covenants to file in a timely manner all reports, statements and other paperwork required by the regulatory authorities, if any.

If Grantor is notified by any regulatory authority that the Water Well is not complying with a law or regulation, Grantor covenants to promptly notify Grantee of such notice of noncompliance. If Grantor fails to remedy such non-compliance, Grantee will have the right to take whatever steps are necessary to comply with the law or regulation and seek reimbursement from Grantor for any costs incurred. In the event Grantee seeks reimbursement from Grantor, and Grantor fails to reimburse Grantee for all such costs incurred by Grantee pursuant to this Article 7, Grantee will have the right to withhold Grantee's Reimbursement until Grantee receives full reimbursement of the amounts paid by Grantee.

Grantor agrees to indemnify, defend and hold Grantee harmless against all claims, demands, losses, damages, 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, Grantor's failure to operate and maintain the Water Well in a safe condition. Grantor will give Grantee prompt and timely notice of any claim made, or suit or action commenced, against Grantor which would in any way result in indemnification under this Agreement.

8. RIGHT OF INSPECTION

Grantee will have the right to inspect the Water Well and related facilities at reasonable times. This inspection may be made by Grantee or by individuals retained by Grantee to make such inspections.

Grantee agrees to indemnify, defend and hold Grantor harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, reasonable costs and reasonable attorney's fees) arising out of, or in any way related to, Grantee's access to, use of or work in the Water Access Easement.

Grantor will make available to Grantee for inspection the reports, statements and other paperwork which is required to be filed with the regulatory authorities. Grantee will also have the right to inspect and/or audit the books and accounting records of Grantor relative to the

Water Well and related facilities. Inspections of all reports, statements and other paperwork by Grantee will be at reasonable times and in a reasonable manner.

9. TERMINATION OF AGREEMENT

If Grantee determines, in its sole opinion, that (a) the Water Well and related facilities do not adequately serve Grantee's intended purpose; or (b) Grantee determines that an alternate water well and related facilities become available; or (c) public water service becomes available for use by Grantee, Grantee will have the right, upon 30 days prior written notice, to terminate this Agreement.

10. DEFAULT

Except as is otherwise expressly set forth elsewhere in this Agreement, if there is a failure by either party to perform, fulfill or observe any agreement contained within this Agreement, to be performed, fulfilled or observed by it, continuing for 30 days after notice to the other party, or immediately in situations involving potential danger to the health or safety of persons in, on or about 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. Any amount which the party so electing will expend for such purpose, or which will otherwise be due by either party to the other, will be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (a) the rate of 10% per annum, or (b) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it will have become due to the date of payment in full. The provisions of this paragraph will 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.

11. COVENANTS RUNNING WITH LAND

The rights contained within this Agreement will run with the land and inure to, and be for the benefit of, Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties.

12. COVENANTS OF TITLE AND QUIET ENJOYMENT

Grantor warrants that he has good and indefeasible fee simple title to Parcel 2, and Grantor warrants and will defend title to the easement premises owned by Grantor and will indemnify Grantee against any damage and expense which Grantee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the easement premises.

13. TERMINATION OF LIABILITY

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

14. CONSTRUCTION

The rule of strict construction does not apply to this Agreement. This Agreement will be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

15. NOTICE

If at any time, it is necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing, signed by the party serving notice, and sent by nationally recognized overnight carrier. If intended for Grantor, the notice must be addressed to 875 N. Michigan Avenue, Suite 3612, Chicago, Illinois 60611 with a copy to Koransky, Bouwer & Poracky, P.C., Attention: Greg A. Bouwer, 425 Joliet Street, Suite 425, Dyer, Indiana 46311, and if intended for Grantee the notice must be addressed to One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, US Legal Department #091, L/C: 013-1166 with a copy to 4320 Winfield Road, Suite 400, Warrenville, IL 60555, Attention: Regional Real Estate Manager, L/C: 013-1166. Either party may lodge written notice of a change of address with the other. Any notice so sent will be deemed to have been given as of the time it is deposited with the overnight carrier.

To indicate their consent to this Agreement, Grantor and Grantee, or their authorized officers or representatives, have signed this document.

GRANTOR:
NOVOGRODER/LOWELL, LLC,
an Indiana limited liability company

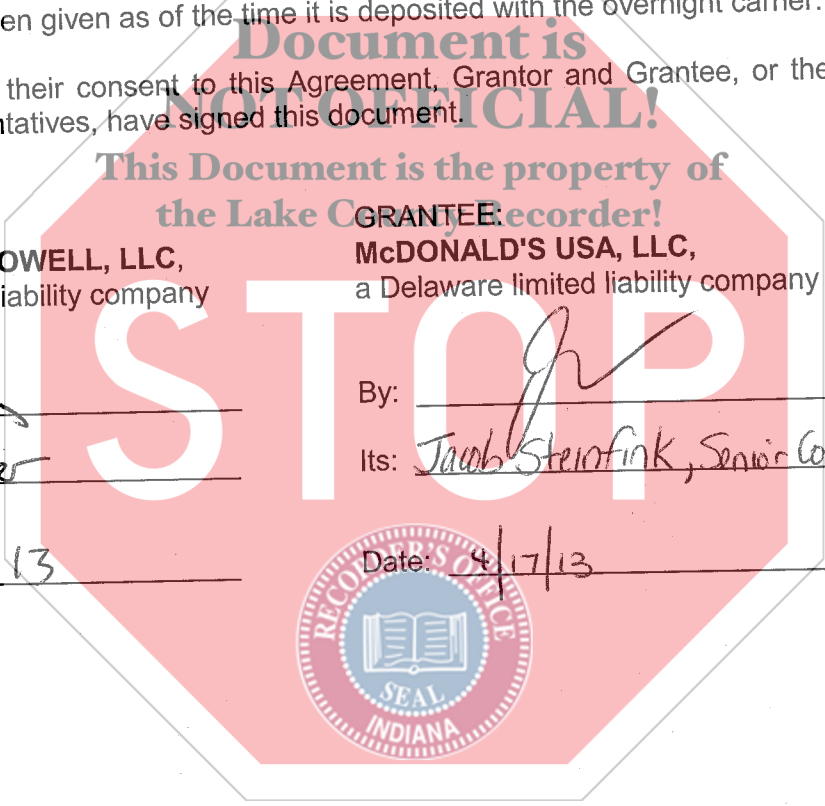
GRANTEE:
McDONALD'S USA, LLC,
a Delaware limited liability company

By: [Signature]
Its: Manager

By: [Signature]
Its: Jacob Steinfink, Senior Counsel

Date: 4-18-13

Date: 4/17/13



[Handwritten initials]

ACKNOWLEDGMENT - McDONALD'S
(No Attestation required)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Michele M. Lechtenberg, a Notary Public in and for the county and state aforesaid, CERTIFY that Jacob Skinfork, as Senior Counsel, of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of April, 2013.

Michele M. Lechtenberg
Notary Public

My commission expires 2/24/16

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the Lake County Register



ACKNOWLEDGMENT - CORPORATE

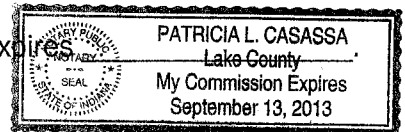
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, PATRICIA L. CASASSA, a Notary Public in and for the county and state aforesaid, CERTIFY that George Novogroder, as Manager, of Novogroder/Lowell, LLC, an Indiana limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16 day of April, 2013.

Patricia L. Casassa
Notary Public

My commission expires



"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

[Signature]

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL 1

LOT 1, MCDONALD'S COLORADO ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 105, PAGE 86, IN THE OFFICE OF THE RECORDED OF LAKE COUNTY, INDIANA.

AND ALSO DESCRIBED AS THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 08 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 221.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTH RIGHT OF WAY OF STATE ROUTE 2; THENCE SOUTH 88 DEGREES 44 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 121.76 FEET; THENCE SOUTH 64 DEGREES 11 MINUTES 12 SECONDS EAST CONTINUING ALONG THE SAID NORTH LINE AND SOUTH RIGHT OF WAY LINE, A DISTANCE OF 145.04 FEET TO THE NORTHEAST CORNER SAID LOT 1 ALSO BEING THE WEST RIGHT OF WAY LINE OF DEDICATED COLORADO STREET; THENCE SOUTH 01 DEGREES 37 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 152.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 51 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH RIGHT OF WAY LINE OF DEDICATED 181ST PLACE A DISTANCE OF 257.02 FEET TO THE POINT OF BEGINNING.

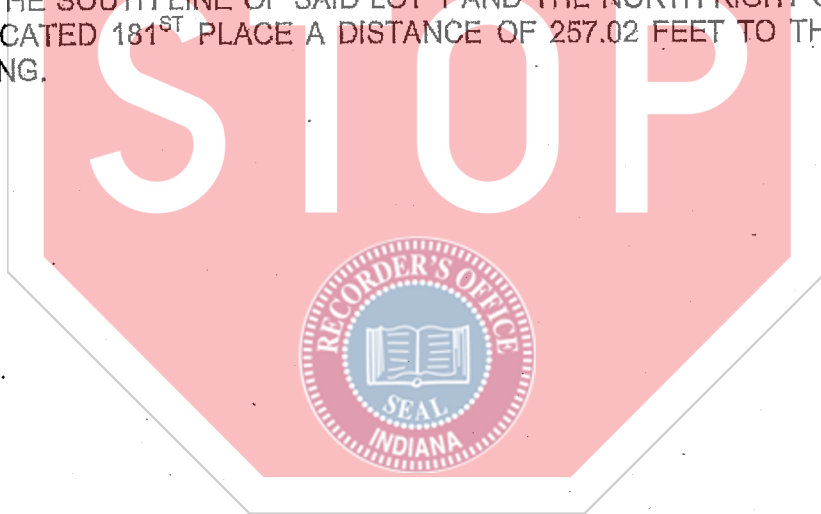


EXHIBIT B

Legal Description for Parcel 2

LOTS 1-15 IN I-65 AND ROUTE 2 COMMERCIAL PARK ADDITION TO LAKE COUNTY, INDIANA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 95, PAGE 15 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.

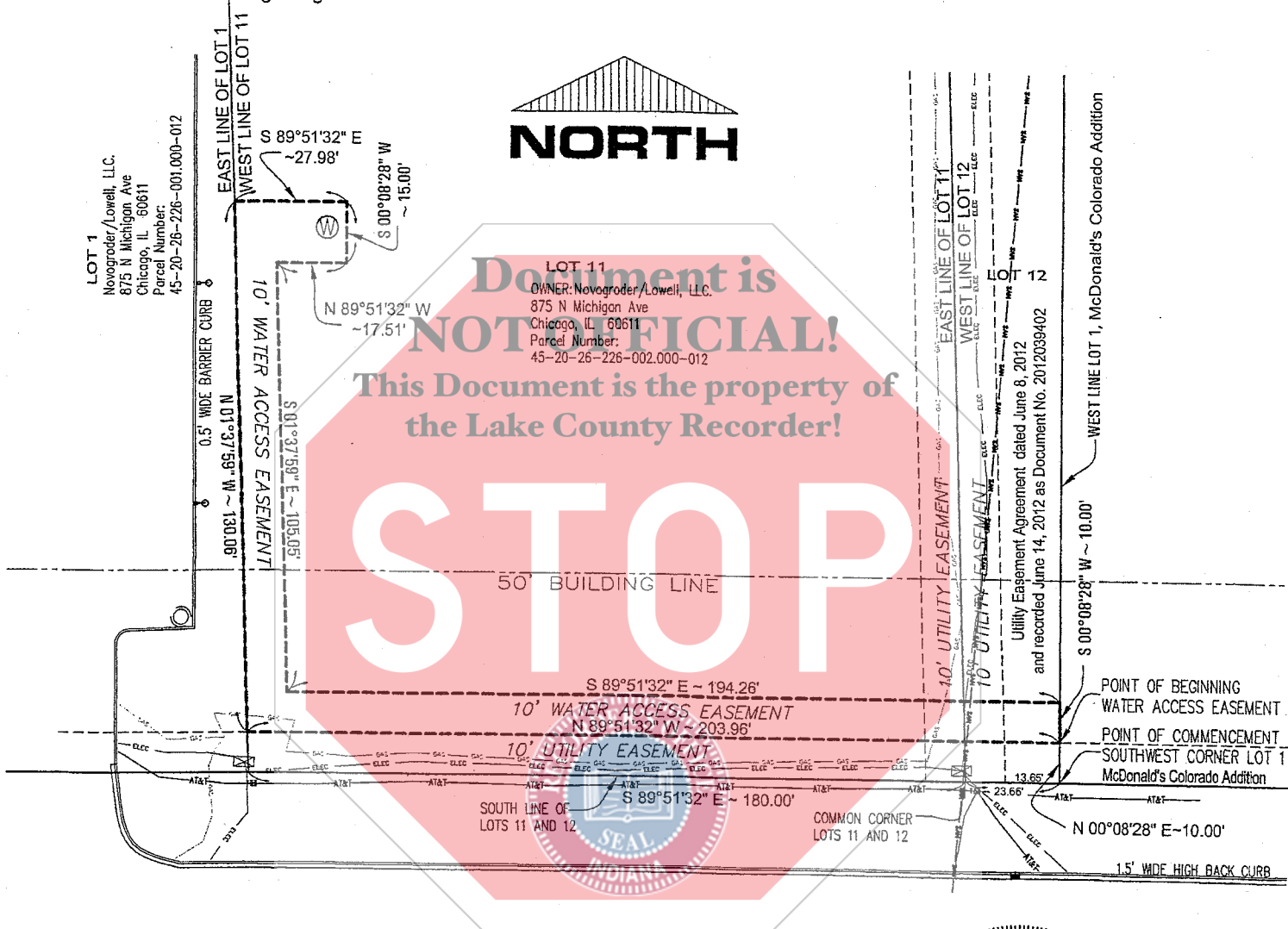
EXCEPTING THEREFROM LOT 1, MCDONALD'S COLORADO ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 105, PAGE 86 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY.



EXHIBIT C

DEPICTION OF WATER WELL LOCATION AND LEGAL DESCRIPTION AND DEPICTION OF WATER ACCESS EASEMENT

Part of Lot 11 and Lot 12 in 1-65 and Route 2 Commercial Park Addition to Lake County, Indiana, as per plat thereof recorded in Plat Book 95, page 15, in the Office of the Recorder, Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of Lot 1, McDonald's Colorado Addition, as per plat thereof, recorded in Plat Book 105, page 86, in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 08 minutes 28 seconds East along the West line of said Lot 1, a distance of 10.00 feet to the Point of Beginning; thence North 89 degrees 51 minutes 32 seconds West into said Lot 12 and Lot 11 parallel with and 10.00 feet North of the South line of said Lot 12 and Lot 11 a distance of 203.96 feet to the West line of said Lot 11; thence North 01 degrees 37 minutes 59 seconds West along the said West line, a distance of 130.06 feet; thence South 89 degrees 51 minutes 32 seconds East, a distance of 27.98 feet; thence South 00 degrees 08 minutes 28 seconds West, a distance of 15.00 feet; thence North 89 degrees 51 minutes 32 seconds West parallel with the South line of said Lot 12 and Lot 11 a distance of 17.51 feet to a point 10.00 feet East of the said West line; thence South 01 degrees 37 minutes 59 seconds East parallel with and 10.00 feet East of said West line, a distance of 105.05 feet; thence South 89 degrees 51 minutes 32 seconds East parallel with and 20.00 feet North of the South line of said Lot 12 and Lot 11 a distance of 194.26 feet to the West line of said Lot 1; thence South 00 degrees 08 minutes 28 seconds West along the said West line, a distance of 10.00 feet to the Point of Beginning.



DATE: February 26, 2013

TORRENGA SURVEYING, LLC.

John Stuart Allen
 JOHN STUART ALLEN - Registered Land Surveyor No. LS29900011

