

17323

EASEMENT AGREEMENT

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THIS EASEMENT AGREEMENT, dated July 17, 1992, is between HORNSBY INVESTMENT COMPANY, a Virginia General Partnership ("Grantor") and McDONALD'S CORPORATION, a Delaware corporation ("Grantee"). The following statements are a material part of this Agreement:

A. Grantee is, or will be at the time of recording of this document, the owner of Parcels 1 and 2 described in Exhibit A, attached.

B. Grantor is the owner of Parcel 3 described in Exhibit B, attached.

C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Parcel 3.



W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLAR (\$10.00) and other valuable consideration, cash in hand paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, the Grantor does grant and convey with General Warranty unto Grantee the following rights in and to Parcel 3.

1. The privilege and permanent easement in perpetuity of right-of-way to construct, lay, maintain, repair, inspect, improve, replace, operate, renew and alter, and at will remove, within the permanent easement area described as Parcel 3, Exhibit B, drainfields and lines for the transmission and distribution of sewage water and related utility services, over, upon, above, along, in, across and under Parcel 3.

Grantee covenants that within six months after completion of a public sewer line along Federal Road 30/168 which is available and adequate for Grantee's intended uses, and after the line becomes operational, the easement described herein shall be abandoned by Grantee. Grantee shall deliver to Grantor, within thirty (30) days after Grantee begins utilizing the public sanitary sewer line, a statement, in recordable form, verifying the release and abandonment of the easement created by this Easement Agreement.

2. USE OF EASEMENT AREAS

Grantee will have the right of ingress and egress across Parcel 3 for any purpose granted and such ingress and egress will be exercised in a reasonable manner. Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon Parcel 3, and no change of grade elevation or any excavation shall be performed without prior written approval of Grantee, which approval shall not be unreasonably withheld. However, Parcel 3 may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

3. ADDITIONS TO DOMINANT TENEMENT

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The easement shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1 and Parcel 2.

4. WARRANTIES OF TITLE

Grantor warrants that Grantor has good and indefeasible fee simple title to the easement premises; that Grantor has the full right and lawful authority to grant the easement, that Grantor will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easement.

5. RUNNING OF BENEFITS

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.

6. DEFAULT

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, 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 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.

7. 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 Grantee is carried out.

8. NOTICE

Grantor's address is 4732 Long Hill Road, Williamsburg, VA 23185 and Grantee's address is McDonald's Corporation, Real Estate/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/Legal Department. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR: HORNSBY INVESTMENT COMPANY,  
a Virginia General Partnership

GRANTEE: McDONALD'S CORPORATION,  
a Delaware corporation

By: Robert S. Hornsby  
A General Partner

By: Angela...  
Vice President



(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A and B)

- Exhibit A: legal description of Grantee's property (Parcel 1 and Parcel 2)
- Exhibit B: legal description of Grantor's property (Parcel 3 - Septic Easement Area)

Prepared by and Return to:

Charlotte Rubinstein  
Real Estate Legal Department  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60521

MCDONALD'S  
(ACKNOWLEDGMENT)

STATE OF ILLINOIS  
COUNTY OF DuPage

SS:

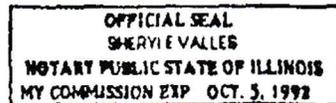
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I, Sheryle Valles, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Seymour Greenman, Vice-President of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice-President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 17th day of July, 1992.

Sheryle Valles  
Notary Public

My commission expires October 5, 1992.



(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF  
COUNTY OF

SS:

I, William M. Cook, a Notary Public in and for the Illinois county and state aforesaid, DO HEREBY CERTIFY that Robert S. Hermsby and Harsh Investment Co. who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(they) signed, sealed and delivered the said instrument as (h)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of July, 1992.

William M. Cook  
Notary Public

My commission expires October 25, 1992

(ACKNOWLEDGMENT - CORPORATE)

STATE OF  
COUNTY OF

SS:

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, President of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My commission expires \_\_\_\_\_.

## PARCEL 1

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATED IN THE STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA AND BEING SITUATED ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) SAID POINT BEING S42°52'59"E A DISTANCE OF 399.96 FEET FROM THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) AND THE SOUTHEASTERN RIGHT-OF-WAY OF STATE ROUTE 645 (OLD STAGE ROAD) AND BEING THE POINT AND PLACE OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND DEPARTING SAID STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) S41°59'58"W A DISTANCE OF 199.97 FEET TO AN IRON ROD FOUND; THENCE N42°52'34"W A DISTANCE OF 200.03 FEET TO AN IRON ROD FOUND; THENCE N42°01'02"E A DISTANCE OF 199.93 FEET TO AN IRON ROD FOUND ON THE SOUTHWESTERN RIGHT-OF-WAY OF STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD); THENCE ALONG SAID RIGHT-OF-WAY OF STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) S42°52'59"E A DISTANCE OF 199.96 FEET TO AN IRON ROD FOUND BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 0.914 ACRES OF LAND AND DESIGNATED AS PARCEL 1 AS SHOWN ON A PLAT BY DRAPER ADEN ASSOCIATES DATED 8/23/91, ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY OF 2 PARCELS OF LAND FOR McDONALD'S CORPORATION LYING IN THE STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA".

## PARCEL 2

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATED IN THE STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA AND BEING SITUATED ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) SAID POINT BEING S42°52'59"E A DISTANCE OF 399.96 FEET FROM THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) AND THE SOUTHEASTERN RIGHT-OF-WAY OF STATE ROUTE 645 (OLD STAGE ROAD) AND BEING THE POINT AND PLACE OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) S42°52'59"E A DISTANCE OF 50.20 FEET TO AN IRON ROD SET; THENCE DEPARTING SAID STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) S41°59'58"W A DISTANCE OF 298.38 FEET TO AN IRON ROD SET; THENCE N42°52'34"W A DISTANCE OF 437.32 FEET TO AN IRON ROD SET ON THE SOUTHEASTERN RIGHT-OF-WAY OF STATE ROUTE 645 (OLD STAGE ROAD); THENCE ALONG SAID STATE ROUTE 645 (OLD STAGE ROAD) WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1069.20 FEET, AND ARC LENGTH OF 98.43 FEET, A CHORD BEARING OF N34°26'47"E AND A CHORD DISTANCE OF 98.40 FEET TO AN IRON ROD FOUND; THENCE DEPARTING SAID SOUTHEASTERN RIGHT-OF-WAY STATE ROUTE 645 (OLD STAGE ROAD) S42°52'34"E A DISTANCE OF 400.11 FEET TO AN IRON ROD FOUND; THENCE N41°59'58"E A DISTANCE OF 199.97 FEET TO AN IRON ROD FOUND ON THE SOUTHWESTERN RIGHT-OF-WAY STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 1.209 ACRES OF LAND AND DESIGNATED AS PARCEL 2 AS SHOWN ON A PLAT BY DRAPER ADEN ASSOCIATES DATED 8/23/91, ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY OF 2 PARCELS OF LAND FOR McDONALD'S CORPORATION LYING IN THE STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA".

Parcel 3:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, SITUATED IN THE STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA AND BEING SITUATED ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) SAID POINT BEING S42°52'59"E A DISTANCE OF 450.16 FEET FROM THE INTERSECTION OF THE SOUTHWESTERN RIGHT-OF-WAY OF VIRGINIA STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) AND THE SOUTHEASTERN RIGHT-OF-WAY OF STATE ROUTE 645 (OLD STAGE ROAD); THENCE DEPARTING SAID STATE ROUTE 30 & 168 (BARHAMSVILLE ROAD) S41°59'56"W A DISTANCE OF 296.38 FEET TO A POINT BEING THE POINT AND PLACE OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING S17°08'47"W A DISTANCE OF 183.33 FEET TO A POINT; THENCE N72°53'13"W A DISTANCE OF 456.26 FEET TO A POINT ON THE SOUTHEASTERN RIGHT-OF-WAY OF STATE ROUTE 645 (OLD STAGE ROAD) THENCE: N23°05'27"E A DISTANCE OF 225.37 FEET TO A POINT; THENCE S86°58'33"E A DISTANCE OF 25.00 FEET TO A POINT; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 1009.20 FEET AND ARC LENGTH OF 183.31 FEET, A CHORD BEARING OF N27°28'00"E AND A CHORD DISTANCE OF 183.15 FEET TO AN IRON ROD SET; THENCE DEPARTING SAID SOUTHEASTERN RIGHT-OF-WAY STATE ROUTE 645 (OLD STAGE ROAD) S42°52'34"E A DISTANCE OF 437.32 FEET TO AN IRON ROD SET BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 2.788 ACRES OF LAND AND BEING ADJACENT TO THE WESTERN LINE OF PARCEL 2 AS SHOWN ON A PLAT BY DRAPER ADEN ASSOCIATES DATED 8/23/91, ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY OF 2 PARCELS OF LAND FOR McDONALD'S CORPORATION LYING IN THE STONEHOUSE DISTRICT, JAMES CITY COUNTY, VIRGINIA".

VIRGINIA: City of Williamsburg and County of James City, to Wit:  
In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 17 day of Dec, 1992 This Instrument was presented with certificate annexed and admitted to record at 2:51 o'clock  
Teste: Helene S. Ward, Clerk  
by [Signature]  
Deputy Clerk

