

COMMITMENT FOR TITLE INSURANCE
Issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

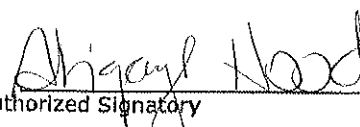
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

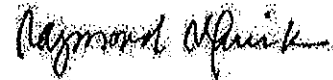
Issued By:


Authorized Signatory

Assurance Title Company, LLC
102 E Main St
Albion, IN 46701-1250
Tel: 260-636-2692
Fax: 260-636-2223

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:



President

Attest:



Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165A

81C165A ALTA Commitment For Title Insurance 08/01/2016
90days_C165A

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the

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81C165A ALTA Commitment For Title Insurance 08/01/2016
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Commitment was first delivered to the Proposed Insured.

- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ASSURANCE TITLE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of ASSURANCE TITLE COMPANY.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates, or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Transaction Identification Data for reference only:

Issuing Agent: Assurance Title Company, LLC

Issuing Office: 102 E. Main St, Albion, IN 46701

File Number: 18-771

Informational Only: Lincolnway South Ligonier, IN 46767

SCHEDULE A


1. Commitment Date: **February 12, 2019, at 8:00 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

Proposed Policy Amount: **To Be Determined**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

KRDH, LLC
5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Assurance Title Company, LLC

By: 
Authorized Signatory

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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EXHIBIT "A"

Tract A:

Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 East, situated in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 27; thence North 0 degrees East (assumed bearing) along the East line of the Southwest Quarter of said Section 27 a distance of 300 feet to a point; thence North 89 degrees 58 minutes 20 seconds West a distance of 194.70 feet to the PLACE OF BEGINNING of this description; thence continuing North 89 degrees 58 minutes 20 seconds West a distance of 364.55 feet to an iron stake; thence North 0 degrees 42 minutes 30 seconds West a distance of 400 feet to a masonry nail; thence South 89 degrees 58 minutes 20 seconds East a distance of 160.29 feet to an iron stake; thence South 0 degrees 06 minutes 20 seconds West a distance of 255 feet to an iron stake; thence South 89 degrees 58 minutes 20 seconds East a distance of 152.10 feet to an iron stake; thence South 21 degrees 39 minutes 20 seconds East a distance of 156.04 feet to the place of beginning of this description.

ALSO;

Tract B:

Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 East, situated in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 27; thence North 0 degrees West (assumed bearing) along the East line of the Southwest Quarter of said Section 27 a distance of 300 feet to the PLACE OF BEGINNING of this description; thence North 89 degrees 58 minutes 20 seconds West a distance of 194.70 feet to an iron stake; thence North 21 degrees 39 minutes 20 seconds West a distance of 156.04 feet to an iron stake; thence South 89 degrees 58 minutes 20 seconds East a distance of 252.28 feet to a point on the East line of the Southwest Quarter of said Section 27; thence South 0 degrees East along the East line of the Southwest Quarter of said Section 27 a distance of 145 feet to the place of beginning of this description.

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. By virtue of I.C.27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
6. If Assurance Title Company will be serving as the closing agent and this closing is held on or after July 1, 2009, funds must be provided to Assurance Title Company in compliance with IC 27-7-3.7, et seq.
7. Certificate, executed by a member of KRDH, LLC naming the member(s) who is/are authorized to execute the required purchase documents. Said certificate must further state that the transaction is not prohibited by the Limited Liability Company's Articles of Organization as amended or corrected, that the transaction is consistent with the Limited Liability Company's usual business or affairs and is in accordance with the provisions of the written operating agreement, if any.
8. Warranty Deed from KRDH, LLC to Proposed Insured.
9. NOTE: Effective July 1, 1993, a Sales Disclosure Form must be filed with the County Auditor at the time of recording of most deeds and land contracts as required by IC 6-1.1-5.5. A fee of \$10.00 must be paid to the Auditor at the time of filing. Effective January 1, 2012, a \$5.00 Transfer Fee must be paid to the County Auditor at the time of filing of all deeds.
10. Vendors, (Sellers), Closing Affidavit to be furnished this office.
11. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for 2017 payable 2018
Parcel No. 002-100230-01
Tax Unit of Ligonier
State ID No. 57-01-27-300-309.000-014
May 10 \$1078.50 + \$107.85 Penalty PAID
November 13 \$1078.50 PAID
Assessed Valuation: Land \$71,900 Improvements \$0
Exemptions \$0
7. Taxes for 2018 due and payable 2019, and subsequent taxes.
8. Taxes for 2019 due and payable 2020, and subsequent taxes.
9. Any and all liens, assessments, impact fees and zoning ordinances, now carried on the municipal records of the City of Ligonier, Indiana.

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ALTA Commitment for Title Insurance 8-1-16

10. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
11. Rights of way for drainage tiles, feeders and laterals, if any.
12. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
13. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
14. Easements as shown in a certain Deed from The State of Indiana to Harry D. Holsinger, dated May 5, 1983, recorded June 20, 1986, in Deed Record 204, page 364, in the Office of the Recorder of Noble County, Indiana.
15. Easements as shown in a certain Deed from M. Thomas Hull to Milton J. Hull, dated July 29, 1987, recorded August 5, 1987, in Deed Record 217, page 268, in the Office of the Recorder of Noble County, Indiana.
16. Easement Agreement by and between Harry D. Holsinger and Lucille J. Holsinger and Harry D. Holsinger and Donald R. Stover, a Partnership and McDonald's Corporation, a Delaware corporation, dated April 23, 1991, recorded May 6, 1991, in Miscellaneous Record 109 page 89.
17. Non-Disturbance Agreement by and between Cromwell State Bank Employees' Pension Plan and McDonald's Corporation, a Delaware Corporation, dated April 19, 1991, recorded May 6, 1991, in Miscellaneous Record 109, page 98.
18. Restrictive Covenant by and between Harry D. Holsinger and Donald R. Stover, a Partnership and McDonald's Corporation, a Delaware corporation, dated May 3, 1991, recorded May 6, 1991, in Miscellaneous Record 109 page 112.
19. Covenants, conditions, restrictions, and easements as shown in a certain Deed from McDonald's Corporation to Harry D. Holsinger and Lucille J. Holsinger, dated April 30, 1991, recorded May 6, 1991 in Deed Record 232 page 70, in the Office of the Recorder of Noble County, Indiana.
20. Grant of Easement by and between Harry D. Holsinger and Lucille J. Holsinger, husband and wife and the Ligonier Telephone Company, Inc, dated October 8, 1997, recorded October 15, 1997, as Instrument No. 9710359.
21. Grant of Permanent Easement by and between Harry D. Holsinger and Lucille J. Holsinger and the City of Ligonier, dated May 10, 1999, recorded August 18, 1999, as Instrument No. 990800600.
22. Ordinance for Annexation of Certain Territory, dated June 29, 2015, recorded November 23, 2015, as Instrument No. 151100437.

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ALTA Commitment for Title Insurance 8-1-16



23. This commitment has been issued without a judgment search being made against the name insured.

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ALTA Commitment for Title Insurance 8-1-16

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#1852

RECEIVED FOR RECORD
At 3:15 o'clock P.M. and Recorded
In Record 204 Page 364

JUN 20 1983

5/24
Duly entered for taxation
this 22nd day of June 1983

Quinn P. Kneary
AUDITOR, NOBLE CO.

QUITCLAIM DEED

Jack E. Heidensack
Recorder of Noble County, Ind.

14.1
14.B

THIS INDENTURE WITNESSETH, That the State of Indiana, by and through the Indiana State Police Board and the Superintendent of the Indiana State Police, pursuant to Indiana Code 10-1-1-9, and the Department of Administration, hereinafter referred to as Grantor, does hereby RELEASE and QUITCLAIM to Harry D. Holsinger, Rome City, Indiana, hereinafter referred to as Grantee, for Seventy-Nine Thousand Dollars and no/100 (\$79,000.00), and other valuable consideration, the receipt of which is hereby acknowledged, certain real estate located in the County of Noble, State of Indiana, said property being a part of the Southwest Quarter of Section 27, Township 35 North, Range 8 East, Perry Township, Noble County, Indiana, and being more fully described as follows, to-wit:

Commencing at the southeast corner of said southwest quarter; thence North (assumed bearing) 300.00 feet along the east line of said quarter section to the true point of beginning; thence North 89° 52' 20" West 194.70 feet, parallel with the south line of said quarter section, to an iron pin; thence North 21° 39' 20" West 194.80 feet to an iron pin; thence North 0° 39' 20" West 49.40 feet to an iron pin; thence North 23° 40' 40" East 185.15 feet to an iron pin; thence South 89° 58' 20" East 192.80 feet to the east line of said southwest quarter; thence South 400.00 feet along said east line to the point of beginning and containing 2.16 acres, more or less.

Subject to public highway rights of way and other easements of record.

Also subject to an access easement over and along the existing driveway from State Road #5 to the adjacent tract of land to the west.

Also subject to an easement retained by the Indiana State Police Department for the existing microwave tower, its use therefor, and the right of ingress and egress thereto.

IN WITNESS WHEREOF, the State of Indiana acting through the provisions of IC 10-1-1-9 and the Department of Administration

has caused this deed to be executed this 5 day of May 1983.

INDIANA STATE POLICE DEPARTMENT

By: John T. Shettle
John T. Shettle, Superintendent

This 5 day of May, 1983.

STATE OF INDIANA
DEPARTMENT OF ADMINISTRATION

By: Orval D. Lundy
Orval D. Lundy, Acting Commissioner

This 5 day of May, 1983.

APPROVED: 5/18/83

This _____ day of _____, 1983.

Robert D. Orr
The Honorable Robert D. Orr
Governor of the State of Indiana.

ACKNOWLEDGE:

Otis E. Cox
The Honorable Otis E. Cox, Auditor
State of Indiana

This 23 day of May, 1983.

This Instrument Prepared By:
David C. Weigel
Deputy Attorney General

MAIL TAX BILLS TO:

Milton J. Hull

P.O. Box 110, R.R. #3

Ligonier, Indiana 46767

QUIT-CLAIM DEED

TAX KEY NO: _____

This indenture witnesseth that M. THOMAS HULL, Adult

RECEIVED FOR RECORD
ALL 11:41 o'clock A.M. and Recorded
In Record 217 Page 268

AUG 5 1987

of Noble County in the State of Indiana

Releases and quit claims to MILTON J. HULL, Adult

Jack E. Reidman
Recorder of Noble County, Ind.of Noble County in the State of Indiana
for and in consideration of One and more dollars (\$1.00)the receipt whereof is hereby acknowledged, the following Real Estate in
in the State of Indiana, to wit:

Noble County

Part of the Southwest Quarter of Section 27, Township 35 North, Range 8
East, Perry Township, Noble County, Indiana, described as follows:Commencing at the Southeast Corner of said Southwest Quarter; thence North
(assumed bearing) along the east line of said Southwest Quarter 300.00 feet;
thence North 89 degrees 58 minutes 20 seconds West 194.70 feet to the point
of beginning; thence North 89 degrees 58 minutes 20 seconds West 364.55 feet;
thence North 00 degrees 42 minutes 30 seconds West 400.00 feet; thence South
89 degrees 58 minutes 20 seconds East 371.40 feet; thence South 23 degrees
40 minutes 40 seconds West 185.15 feet; thence South 00 degrees 39 minutes
20 seconds East 49.40 feet; thence South 21 degrees 39 minutes 20 seconds
East 194.80 feet to the point of beginning, containing 3.00 acres, more or
less, subject to easements and rights of way of record. 2.53Also, an access easement over and along the existing driveway on the adjacent
tract of land to the East from State Road #5.Also, an easement for the existing microwave tower, its use and right of
ingress and egress to the tower.

State of Indiana, Noble County, ss:

Before me, the undersigned, a Notary Public in and for said County
and State, this 29 day of July 19 87

personally appeared:

M. THOMAS HULL, Adult

Dated this 29 Day of July 1987

M. THOMAS HULL Seal

DULY ENTERED FOR TAXATION Seal

AUG 5 1987 Seal

And acknowledged the execution of the foregoing deed. In witness
whereof, I have hereunto subscribed my name and affixed my of-
ficial seal. My commission expires April 23, 19 89Howard G. Heckner
HOWARD G. HECKNER Notary PublicDorothy E. Kneager
AUDITOR OF NOBLE COUNTY Seal

Instrument Seal

Resident of Noble County

This instrument prepared by HECKNER & KIRSCH, 209 So. Main St., Box 111, Ligonier, Attorney at Law
IN 46767. (219) 894-3156 khu

MAIL TO:

LIGONIER, INDIANA
SR 5 & U.S. 6
L/C: 13-0356

RECEIVED FOR RECORD
At 3:27 o'clock P.M. and No. 1000
In Record Page
189
MAY - 6 1991 89/97

EASEMENT AGREEMENT

Kary Ann Libner
Recorder of Noble County, Ind.

THIS EASEMENT AGREEMENT, dated April 23, 1991, is among HARRY D. HOLSINGER AND LUCILLE J. HOLSINGER ("Grantor #1") and HARRY D. HOLSINGER AND DONALD R. STOVER, a Partnership ("Grantor #2") 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 Parcel 1 described in Exhibit A, attached.

B. Grantor #1 is the owner of Parcels 2 and 3 described in Exhibit B, attached.

C. Grantor #2 is the owner of Parcel 2A described in Exhibit C, attached.

D. Grantor #1 and Grantor #2 wishes to grant, and Grantee wishes to receive, certain easements over, under and across Parcels 2, 2A and 3.

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. INGRESS/EGRESS EASEMENT

Grantor #1 grants to Grantee a non-exclusive easement appurtenant to Parcel 1 for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1, for the use and benefit of Grantee, its successors, assigns, licensees, tenants, suppliers and customers, over, upon and across Parcel 2 described in Exhibit B, attached.

Grantor #2 grants to Grantee a non-exclusive easement appurtenant to Parcel 1, for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1 for the use and benefit of Grantee, its successors, assigns, licensees, tenants, suppliers and customers over, upon and across the parking areas and spaces, driveways and accessways, sidewalks and walkways, exits and entrances and other common areas, as these areas now exist or in the future are developed on Parcel 2A as described on Exhibit C, attached.

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These easements shall be perpetual and shall continue in full force and effect as long as Grantee, its subsidiary or a related entity owns Parcel 1 and as long as Grantee does not operate a grocery store on Parcel 1.

Grantee agrees to pave a thirty foot (30') wide strip (the "Driveway") within Parcel 2A with a hot mix asphalt of sufficient base to accommodate heavy truck traffic. Such Driveway shall extend from Grantee's public roadway to the edge of Grantor #2's paved parking lot in Parcel 2A. The approximate size and location of the Driveway is thirty feet (30') wide by one hundred forty-five (145') feet in length north and south and shall be parallel with State Road 5 at approximately ninety-seven feet (97') west of the road right-of-way. Grantor shall do nothing to impede the smooth flow of vehicular and pedestrian traffic through Parcel 2A.

Upon completion of Grantee's paving of the Driveway, Grantor agrees thereafter to perform all maintenance, repair and replacement of the Driveway on the portion over Grantor #2's land. Such maintenance, repairs and replacement shall, without limiting the generality thereof, including 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 sign, striping markings and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required.

2. SIGN EASEMENT

Grantor #1 grants to Grantee a perpetual, exclusive easement appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a sign and electrical conduit over, above, along, under, in and across Parcel 3 described in Exhibit B, attached.

The location of the easement may, as to the utilities serving the sign, be modified by Grantor #1 with the consent of Grantee, which consent shall not be unreasonably withheld, provided there is no interruption of service to Grantee and provided Grantor #1 is responsible for all related costs.

Grantor #1 covenants and agrees that no signs, trees, buildings or other structures exceeding a height of 20 feet will be located or allowed to be constructed within 50 feet of the easement or closer than 30 feet from the right-of-way line of U.S. 6 for a distance of 50 feet from the sign easement area except for utility poles and lines or on property not owned or controlled by Grantor #1.

2. ADDITIONAL CONSIDERATION

Grantee shall pay Grantor #2 the sum of \$600.00 thirty (30) days after the closing date of that certain real estate purchased by Grantee from Harry D. Holsinger and Donald Stover, a Partnership pursuant to the real estate contract dated December 1, 1989. Grantee agrees to pay to Grantor #2 \$600 each year thereafter on the same date as payment for the granting of this Sign Easement.

3. 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 the easements, 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, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

4. ADDITIONS TO DOMINANT TENEMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1. An area physically separate from Parcel 1 but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1.

5. WARRANTIES OF TITLE

Grantor #1 and Grantor #2 warrants that they have good and indefeasible fee simple title to the easement premises; that they have the full right and lawful authority to grant these easements, that they will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easements.

6. 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.

7. 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, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcels 1, 2, 2A or 3, 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.

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 Grantee is carried out.

9. NOTICE

Grantor #1's address is P.O. Box 188, Rome City, Indiana 46784, Grantor #2's address is Holsinger & Stover Partnership, P.O. Box 188, Rome City, Indiana 46784, 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 #1 and Grantor #2 and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR #1: HARRY D. HOLSINGER AND
LUCILLE J. HOLSINGER

Harry D. Holsinger
Harry D. Holsinger

Lucille J. Holsinger
Lucille J. Holsinger

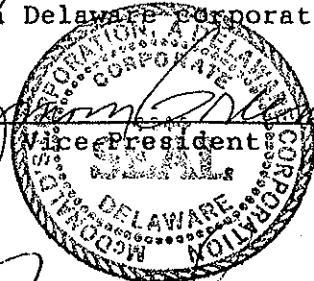
GRANTOR #2: HARRY D. HOLSINGER AND
DONALD R. STOVER, a
Partnership

Harry D. Holsinger
Harry D. Holsinger

Donald R. Stover
Donald R. Stover

GRANTEE: McDONALD'S CORPORATION,
A Delaware corporation

By: *[Signature]*



ATTEST:

By: *[Signature]*

Assistant Secretary

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A AND B)

Exhibit A: legal description of Grantee's property
Exhibit B: legal description of Grantor #1's property, Parcel 2 and 2A
Exhibit C: legal description of Grantor #2's property, Parcel 2A

Prepared by and Return to:

Randi C. Mayer, Regional Attorney
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:

I, Deborah A. Arbet, 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 29th day of April, 1991.

OFFICIAL SEAL
DEBORAH ANN ARBET
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 25, 1991

Deborah A. Arbet
Notary Public

My commission expires _____.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF Indiana
COUNTY OF Noke

SS:

I, Anne M. Ringler, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Harry D. Holsinger and Lucille J. Holsinger of Noke County, Indiana 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 3rd day of May, 1991.

Anne M. Ringler
ANNE M. RINGLER
Notary Public

My commission expires 1-18-1995. Residing in Noke County.

(ACKNOWLEDGMENT - CORPORATE)

STATE OF Indiana
COUNTY OF Noke

SS:

I, Anne M. Ringler, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Harry D. Holsinger, President of and Donald R. Stover : a(n) Partnership 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 they signed, sealed and delivered the said instrument as their 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 3rd day of May, 1991.

Anne M. Ringler
ANNE M. RINGLER
Notary Public

My commission expires 1-18-95. Residing in Noke County.

PARCEL 1

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° East (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 445 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 252.28 feet to an iron stake; thence North 21°-39'-20" West a distance of 38.76 feet to an iron stake; thence North 0°-39'-20" West a distance of 49.40 feet to an iron stake; thence North 23°-40'-40" East a distance of 185.13 feet to an iron stake; thence South 89°-58'-20" East a distance of 192.80 feet to a masonry nail on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 255 feet to the place of beginning of this description.

Containing 1.412 acres of land.

EXHIBIT A

PARCEL 2- ACCESS EASEMENT

All the land described in Deed Record 162, Page 524, being more particularly described as follows:

Commencing at a point on the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27, said point being North 1°-12' West a distance of 110 feet from the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 1°-12' West along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 190 feet; thence South 89°-30' West along a line parallel with the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 and along the South line of Deed Records 204, Page 461 and 225, Page 116 a distance of 345.7 feet; thence South 1°-12' East parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 89°-30' East along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 60.7 feet to the West most corner of land formerly owned by Sun Oil Company and presently owned by W. Dale and Cathern Christner as Recorded in Deed Record 204, Page 112; thence North 66°-42' East along the Northerly line of said Christner land a distance of 258.3 feet to a point on the West right-of-way line of Indiana State Road 5; thence North 89°-30' East parallel with the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 30 feet to the place of beginning of this description.

Containing 1.99 acres of land.

PARCEL 3 - OFF SITE SIGN AND ELECTRIC LINE EASEMENT

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, and part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence Westwardly along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 220 feet to the PLACE OF BEGINNING of this description; thence Northwardly parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 21.26 feet to a point on the Northerly line of land conveyed to W. Dale & Cathern Christner in Deed Record 204, Page 112; thence Southwestwardly along the Northerly line of said Christner land a distance of 49.75 feet to a point on the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence Eastwardly along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 45 feet to the place of beginning of this description.

ALSO:

Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34; thence Westwardly along the South line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 220 feet to the PLACE OF BEGINNING of this description; thence Southwardly parallel with the East line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 52.06 feet to a point on the centerline of U.S. Highway 6; thence Northwestwardly along a curve to the left and along the centerline of said U.S. Highway 6 to a point on the North line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34; thence Eastwardly along the North line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 440.55 feet to the place of beginning of this description.

EXHIBIT B

PARCEL 2A- ACCESS EASEMENT

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° West (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 194.70 feet to an iron stake; thence North 21°-39'-20" West a distance of 156.04 feet to an iron stake; thence South 89°-58'-20" East a distance of 252.28 feet to a point on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 145 feet to the place of beginning of this description.

Containing 0.744 of an acre of land.

EXHIBIT C

MAY - 6 1991

COPY

NON-DISTURBANCE AGREEMENT
(EASEMENT - MORTGAGE)

Mary Ann Tibbels
Recorder of Noble County, Ind.

THIS AGREEMENT, dated this 19th day of April, 1991 is by and between the Cromwell State Bank Employees' Pension Plan, represented herein by Prime Bank, Trustee ("Mortgagee"), and McDonald's Corporation, a Delaware corporation ("Grantee").

PRELIMINARY STATEMENTS

A. The Grantee has executed or is about to execute an Easement Agreement dated April 19, 1991, between the Grantee and Harry D. Holsinger and Lucille J. Holsinger (the "Easement Agreement") granting to the Grantee certain easement rights in and to the real estate described in Exhibit A (the "Premises"). A copy of the Easement Agreement is attached as Exhibit B.

B. The Mortgagee holds a mortgage which encumbers the Premises or a portion of the Premises. The mortgage is dated January 18, 1988 and was recorded January 19, 1988 in Mortgage Record 291 in the Recorder's Office of Noble County, Indiana.

TERMS OF THE AGREEMENT

In consideration of One Dollar (\$1.00) the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the following:

1. The rights of the Grantee under the Easement Agreement shall not be affected or disturbed by the Mortgagee in the exercise of any of its rights under the Mortgage or the note which it secures. Further, the Grantee shall not be named as a party defendant in any foreclosure of the lien of the Mortgage nor in any other way be deprived of its rights under the Easement Agreement.

2. In the event the Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in the Mortgage or by conveyance in lieu of foreclosure, the Easement Agreement shall not be terminated or affected by the foreclosure, conveyance or sale in any such proceeding. The Mortgagee also covenants that any sale by it of the Premises as a result of the exercise of any rights and remedies under the Mortgage, or otherwise, shall be made subject to the Easement Agreement and the rights of the Grantee under it.

3. The above provisions shall be self-operative and effective without the execution of any further instruments on the part of either party.

4. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

91-5-134

5. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

MORTGAGEE: THE CROMWELL STATE BANK
EMPLOYEES' PENSION PLAN

GRANTEE: McDONALD'S CORPORATION

By: Prime Bank, Trustee

By: *[Signature]* Vice President *RAM*

By: *Kent L. Cunningham*
KENT L. CUNNINGHAM, Trust Officer



ATTEST:

ATTEST:

Marilyn Cook

[Signature]
Assistant Secretary

WITNESS:

WITNESS:

Rene C. Edwards

Anne M. Ringler

[Signature]

(ATTACH ACKNOWLEDGMENTS OF SIGNATURES AND EXHIBITS A AND B)

Prepared by and Return to:

Randi C. Mayer
Real Estate Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

McDONALD'S
(ACKNOWLEDGMENT)

STATE OF ILLINOIS

SS:

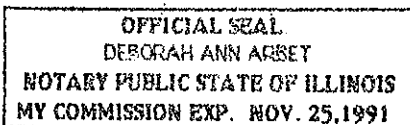
COUNTY OF DuPAGE

I, Deborah A. Arbet, 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 2nd day of May, 1991.

My Commission Expires: _____

Deborah A. Arbet
Notary Public



STATE OF INDIANA

SS:

COUNTY OF NOBLE

I, Howard G. Heckner, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Kent L. Cunningham, Vice-President and Trust Officer, attested by Marilyn Cook, Cashier, of Prime Bank, an Indiana corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer, and Cashier, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Trust Officer, and Cashier, 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 1st day of May, 1991.

My Commission Expires: 4-23-1993

Howard G. Heckner
HOWARD G. HECKNER, Notary Public

PARCEL 1

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° East (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 445 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 252.28 feet to an iron stake; thence North 21°-39'-20" West a distance of 38.76 feet to an iron stake; thence North 0°-39'-20" West a distance of 49.40 feet to an iron stake; thence North 23°-40'-40" East a distance of 185.15 feet to an iron stake; thence South 89°-58'-20" East a distance of 192.80 feet to a masonry nail on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 255 feet to the place of beginning of this description.

Containing 1.412 acres of land.

PARCEL 2 - ACCESS EASEMENT

All the land described in Deed Record 162, Page 524, and being more particularly described as follows:

Commencing at a point on the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27, said point being North 1°-12' West a distance of 110 feet from the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 1°-12' West along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 190 feet; thence South 89°-30' West along a line parallel with the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 and along the South line of Deed Records 204, Page 461 and 225, Page 116 a distance of 345.7 feet; thence South 1°-12' East parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 89°-30' East along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 80.7 feet to the West most corner of land formerly owned by Sun Oil Company and presently owned by W. Dale and Cathern Christner as Recorded in Deed Record 204, Page 112; thence North 66°-42' East along the Northerly line of said Christner land a distance of 258.3 feet to a point on the West right-of-way line of Indiana State Road 5; thence North 89°-30' East parallel with the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 30 feet to the place of beginning of this description.

Containing 1.99 acres of land.

PARCEL 3 - OFF SITE SIGN AND ELECTRIC LINE EASEMENT

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, and part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence Westwardly along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 220 feet to the PLACE OF BEGINNING of this description; thence Northwardly parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 21.26 feet to a point on the Northerly line of land conveyed to W. Dale & Cathern Christner in Deed Record 204, Page 112; thence Southwestwardly along the Northerly line of said Christner land a distance of 49.75 feet to a point on the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence Eastwardly along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 45 feet to the place of beginning of this description.

ALSO:

Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34; thence Westwardly along the South line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 220 feet to the PLACE OF BEGINNING of this description; thence Southwardly parallel with the East line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 52.06 feet to a point on the centerline of U.S. Highway 6; thence Northwestwardly along a curve to the left and along the centerline of said U.S. Highway 6 to a point on the North line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34; thence Eastwardly along the North line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 440.55 feet to the place of beginning of this description.

PARCEL 2A- ACCESS EASEMENT

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° West (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 194.70 feet to an iron stake; thence North 21°-39'-20" West a distance of 156.04 feet to an iron stake; thence South 89°-58'-20" East a distance of 252.28 feet to a point on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 145 feet to the place of beginning of this description.

Containing 0.744 of an acre of land.

LIGONIER, INDIANA
SR 5 & U.S. 6
L/C: 13-0356

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated April 23, 1991, is among HARRY D. HOLSINGER AND LUCILLE J. HOLSINGER ("Grantor #1") and HARRY D. HOLSINGER AND DONALD R. STOVER, a Partnership ("Grantor #2") 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 Parcel 1 described in Exhibit A, attached.

B. Grantor #1 is the owner of Parcels 2 and 3 described in Exhibit B, attached.

C. Grantor #2 is the owner of Parcel 2A described in Exhibit C, attached.

D. Grantor #1 and Grantor #2 wishes to grant, and Grantee wishes to receive, certain easements over, under and across Parcels 2, 2A and 3.

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. INGRESS/EGRESS EASEMENT

Grantor #1 grants to Grantee a non-exclusive easement appurtenant to Parcel 1 for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1, for the use and benefit of Grantee, its successors, assigns, licensees, tenants, suppliers and customers, over, upon and across Parcel 2 described in Exhibit B, attached.

Grantor #2 grants to Grantee a non-exclusive easement appurtenant to Parcel 1, for the purpose of vehicular and pedestrian ingress and egress to and from Parcel 1 for the use and benefit of Grantee, its successors, assigns, licensees, tenants, suppliers and customers over, upon and across the parking areas and spaces, driveways and accessways, sidewalks and walkways, exits and entrances and other common areas, as these areas now exist or in the future are developed on Parcel 2A as described on Exhibit C, attached.

These easements shall be perpetual and shall continue in full force and effect as long as Grantee, its subsidiary or a related entity owns Parcel 1 and as long as Grantee does not operate a grocery store on Parcel 1.

Grantee agrees to pave a thirty foot (30') wide strip (the "Driveway") within Parcel 2A with a hot mix asphalt of sufficient base to accommodate heavy truck traffic. Such Driveway shall extend from Grantee's public roadway to the edge of Grantor #2's paved parking lot in Parcel 2A. The approximate size and location of the Driveway is thirty feet (30') wide by one hundred forty-five (145') feet in length north and south and shall be parallel with State Road 5 at approximately ninety-seven feet (97') west of the road right-of-way. Grantor shall do nothing to impede the smooth flow of vehicular and pedestrian traffic through Parcel 2A.

Upon completion of Grantee's paving of the Driveway, Grantor agrees thereafter to perform all maintenance, repair and replacement of the Driveway on the portion over Grantor #2's land. Such maintenance, repairs and replacement shall, without limiting the generality thereof, including 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 sign, striping markets and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required.

2. SIGN EASEMENT

Grantor #1 grants to Grantee a perpetual, exclusive easement appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a sign and electrical conduit over, above, along, under, in and across Parcel 3 described in Exhibit B, attached.

The location of the easement may, as to the utilities serving the sign, be modified by Grantor #1 with the consent of Grantee, which consent shall not be unreasonably withheld, provided there is no interruption of service to Grantee and provided Grantor #1 is responsible for all related costs.

Grantor #1 covenants and agrees that no signs, trees, buildings or other structures exceeding a height of 20 feet will be located or allowed to be constructed within 50 feet of the easement or closer than 30 feet from the right-of-way line of U.S. 6 for a distance of 50 feet from the sign easement area except for utility poles and lines or on property not owned or controlled by Grantor #1.

2. ADDITIONAL CONSIDERATION

Grantee shall pay Grantor #2 the sum of \$600.00 thirty (30) days after the closing date of that certain real estate purchased by Grantee from Harry D. Holsinger and Donald Stover, a Partnership pursuant to the real estate contract dated December 1, 1989. Grantee agrees to pay to Grantor #2 \$600 each year thereafter on the same date as payment for the granting of this Sign Easement.

3. 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 the easements, 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, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

4. ADDITIONS TO DOMINANT TENEMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1. An area physically separate from Parcel 1 but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1.

5. WARRANTIES OF TITLE

Grantor #1 and Grantor #2 warrants that they have good and indefeasible fee simple title to the easement premises; that they have the full right and lawful authority to grant these easements, that they will defend and indemnify Grantee against all lawful claims, and that Grantee shall and may peaceably have, hold and enjoy the easements.

6. 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.

7. 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, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcels 1, 2, 2A or 3, 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.

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 Grantee is carried out.

9. NOTICE

Grantor #1's address is P.O. Box 188, Rome City, Indiana 46784, Grantor #2's address is Holsinger & Stover Partnership, P.O. Box 188, Rome City, Indiana 46784, 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 #1 and Grantor #2 and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR #1: HARRY D. HOLSINGER AND
LUCILLE J. HOLSINGER

Harry D. Holsinger

Lucille J. Holsinger

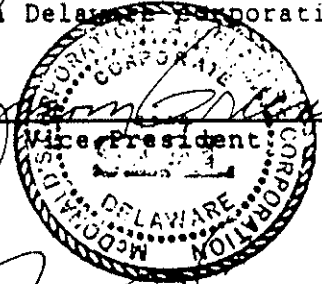
GRANTOR #2: HARRY D. HOLSINGER AND
DONALD R. STOVER, a
Partnership

Harry D. Holsinger

Donald R. Stover

GRANTEE: McDONALD'S CORPORATION,
A Delaware Corporation

By: _____



ATTEST: _____

By: _____

Assistant Secretary

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A AND B)

Exhibit A: legal description of Grantee's property
Exhibit B: legal description of Grantor #1's property, Parcel 2 and 2A
Exhibit C: legal description of Grantor #2's property, Parcel 2A

Prepared by and Return to:

Randi C. Mayer, Regional Attorney
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:

I, Deborah A. Arbet, 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.

19 91.

Given under my hand and notarial seal, this 29th day of April.

OFFICIAL SEAL

DEBORAH ANN ARBET

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXP. NOV. 25, 1991

Deborah A. Arbet
Notary Public

My commission expires _____.

(ACKNOWLEDGMENT - INDIVIDUAL)

STATE OF
COUNTY OF

SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ 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 _____ day of _____, 19____.

Notary Public

My commission expires _____.

(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

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° East (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 445 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 252.28 feet to an iron stake; thence North 21°-39'-20" West a distance of 38.76 feet to an iron stake; thence North 0°-39'-20" West a distance of 49.40 feet to an iron stake; thence North 23°-40'-40" East a distance of 185.13 feet to an iron stake; thence South 89°-58'-20" East a distance of 192.80 feet to a masonry nail on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 255 feet to the place of beginning of this description.

Containing 1.412 acres of land.

EXHIBIT A

PARCEL 2- ACCESS EASEMENT

the land described in Deed Record 162, Page 52, and being more particularly described as follows:

Commencing at a point on the East line of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27, said point being North 1°-12' West a distance of 110 feet from the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 1°-12' West along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 190 feet; thence South 89°-30' West along a line parallel with the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 and along the South line of Deed Records 204, Page 461 and 225, Page 116 a distance of 345.7 feet; thence South 1°-12' East parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 89°-30' East along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 80.7 feet to the West most corner of land formerly owned by Sun Oil Company and presently owned by W. Dale and Cathern Christner as Recorded in Deed Record 204, Page 112; thence North 66°-42' East along the Northerly line of said Christner land a distance of 258.3 feet to a point on the West right-of-way line of Indiana State Road 5; thence North 89°-30' East parallel with the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 30 feet to the place of beginning of this description.

Containing 1.99 acres of land.

PARCEL 3 - OFF SITE SIGN AND ELECTRIC LINE EASEMENT

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, and part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence Westwardly along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 220 feet to the PLACE OF BEGINNING of this description; thence Northwardly parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 21.26 feet to a point on the Northerly line of land conveyed to W. Dale & Cathern Christner in Deed Record 204, Page 112; thence Southwestwardly along the Northerly line of said Christner land a distance of 49.75 feet to a point on the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence Eastwardly along the South line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 45 feet to the place of beginning of this description.

ALSO:

Commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34; thence Westwardly along the South line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 220 feet to the PLACE OF BEGINNING of this description; thence Southwardly parallel with the East line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 32.06 feet to a point on the centerline of U.S. Highway 6; thence Northwestwardly along a curve to the left and along the centerline of said U.S. Highway 6 to a point on the North line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34; thence Eastwardly along the North line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 34 a distance of 440.55 feet to the place of beginning of this description.

PARCEL 2A- ACCESS EASEMENT

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° West (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 194.70 feet to an iron stake; thence North 21°-39'-20" West a distance of 156.04 feet to an iron stake; thence South 89°-58'-20" East a distance of 252.28 feet to a point on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 145 feet to the place of beginning of this description.

Containing 0.744 of an acre of land.

EXHIBIT C

Lingonier, IN
S R 5 & US 6
L/C: 13-356

copy
COPY

Prepared By And After
Recording, Return To:
Denise Strom, Legal Assistant
Real Estate Legal Department
McDonald's'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

RECEIVED FOR RECORD
At 3:22 o'clock PM and Recorded
In Record 109 Page 112/119
MAY - 6 1991

Mary Ann Hansen
Recorder of Noble County, Ind.

RESTRICTIVE COVENANT
(Corporation or Partnership)

Under a contract dated the 1st day of December, 1989, Harry D. Holsinger and Donald R. Stover, a Partnership ("Grantor") agreed to convey to McDonald's'S CORPORATION, a Delaware corporation ("Grantee") a parcel of real estate described on Exhibit A attached.

One of the terms of that contract required the Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that contract, Grantor promises and declares that the property described on Exhibit B, attached, will not be used for restaurant purposes for a period of 20 years from the date of the recording of this document.

The term "restaurant" as used in this restrictive covenant shall mean a food service establishment of any type deriving 25% or more of its gross annual sales from the sale of hamburgers, or ground beef products and french fries, including but not limited to Burger King, Wendy's, Hardee's and Rally's. The restaurant known as Dari Point located on the adjacent shopping center as outlined in red on Exhibit C is specifically excluded. If any portion of any product includes ground beef, the entire price charged to the customer for the product will be used for determining that product's gross receipts. This covenant shall apply to any property used in conjunction with a restaurant, as described above, even if the actual restaurant building is not located on the subject property.

This restriction runs with the land described in Exhibits A, B and C and shall inure to the benefit of the Grantee and be binding upon the Grantor and the Grantor's successors and assigns.

5863J/26

91-5-135

Grantor has executed this Restrictive Covenant, this 3d day of May, 1971.

GRANTOR: Harry D. Holsinger and
Donald R. Stover,
a Partnership

By: Harry D. Holsinger

By: Donald R. Stover **COPY**

Harry D. Holsinger
Donald R. Stover

STATE OF Indiana

COUNTY OF Noble

AFFIDAVIT OF OWNERSHIP
(By Officer or Partner)

HOLSINGER AND STOVER PARTNERSHIP

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is an officer or partner of the above named Grantor and as such has access to the records of the Grantor and knows of his/her personal knowledge that the Grantor has title to all of the property described on Exhibits A attached and that the Grantor owns no other property within a two (2) mile radius of the property described on Exhibit A attached.

Harry D. Halsinger
Affiant

Subscribed and sworn to before me this 3rd day of May, 1991.

My commission expires 1-18-95

Anne M. Ringler
Notary Public ANNE M. RINGLER
Residing in Noble County

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° West (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to the PLACE OF BEGINNING of this description; thence North 89°-58'-20" West a distance of 194.70 feet to an iron stake; thence North 21°-39'-20" West a distance of 156.04 feet to an iron stake; thence South 89°-58'-20" East a distance of 252.28 feet to a point on the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence South 0° East along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 145 feet to the place of beginning of this description.

EXHIBIT A

STATE OF INDIANA

COUNTY OF NOBLE

AFFIDAVIT OF OWNERSHIP

The undersigned, Harry D. Holsinger and Lucille J. Holsinger, being first duly sworn on oath, desposes and states that they the undersigned own the property on Exhibit A and B.

Harry D. Holsinger
Harry D. Holsinger

Lucille J. Holsinger
Lucille J. Holsinger

Subscribed and sworn to before me this 3rd day of May, 1991.

Anne M. Ringler My commission expires 1-18-95.
Notary Public ANNE M. RINGLER
Residing in Noble County

THE FOLLOWING DESCRIBED REAL ESTATE OWNED
BY HARRY D. HOLSINGER AND LUCILLE J.
HOLSINGER, HUSBAND AND WIFE, SITUATE IN NOBLE
COUNTY, STATE OF INDIANA, TO-WIT:

All the land described in Deed Record 162,
Page 524, and being more particularly
described as follows:

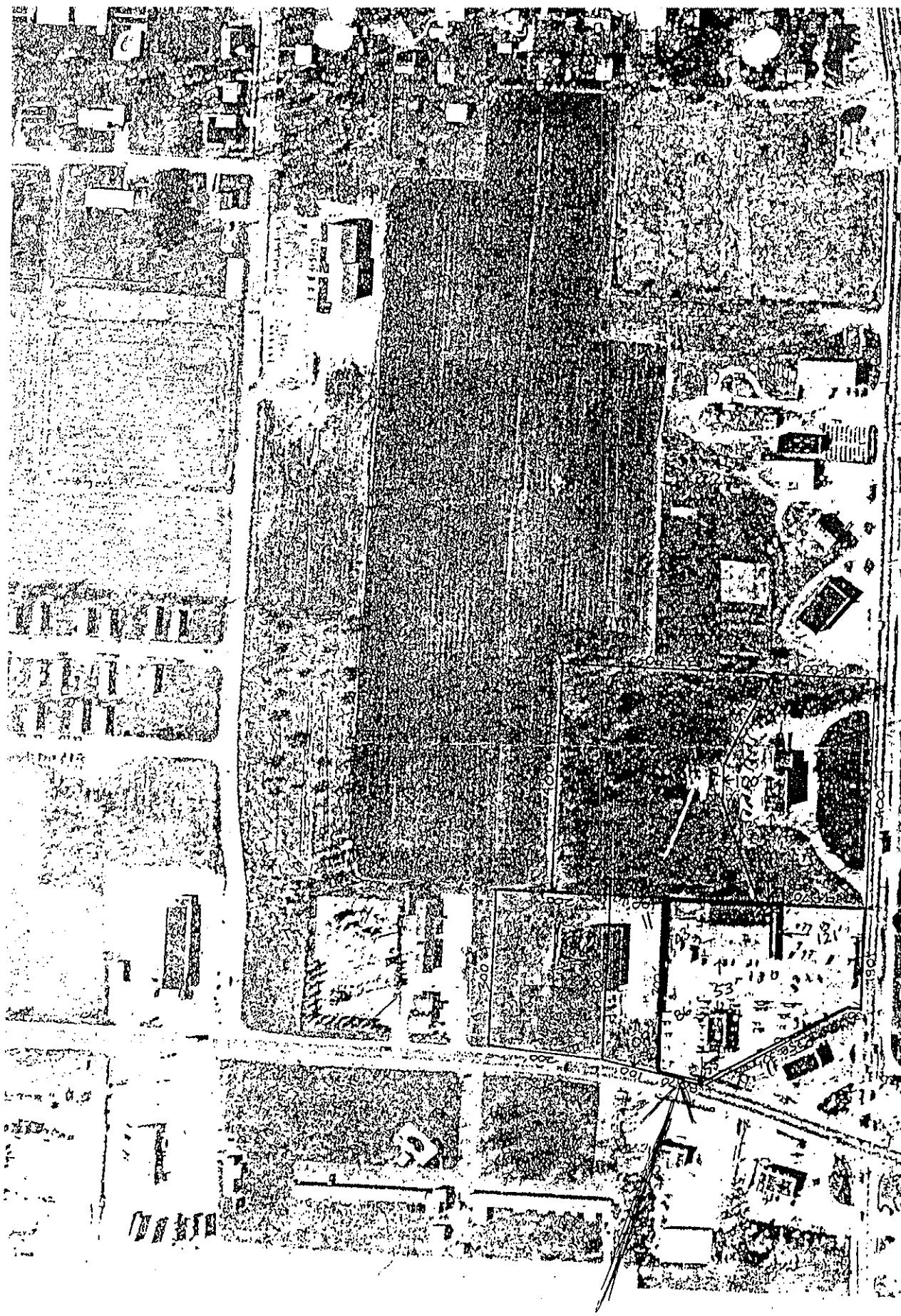
Commencing at a point on the East line of the
Southeast Quarter (SE $\frac{1}{4}$) of the Southwest
Quarter (SW $\frac{1}{4}$) of said Section 27, said point
being North 1°-12' West a distance of 110 feet
from the Southeast corner of the Southwest
Quarter (SW $\frac{1}{4}$) of said Section 27; thence North
1°-12' West along the East line of the
Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a
distance of 190 feet; thence South 89°-30'
West along a line parallel with the South line
of the Southwest Quarter (SW $\frac{1}{4}$) of said Section
27 and along the South line of Deed Records
204, Page 461 and 225, Page 116 a distance of
345.7 feet; thence South 1°-12' East parallel
with the East line of the Southwest Quarter
(SW $\frac{1}{4}$) of said Section 27 a distance of 300
feet to the South line of the Southwest
Quarter (SW $\frac{1}{4}$) of said Section 27; thence North
89°-30' East along the South line of the
Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a
distance of 80.7 feet to the West most corner
of land formerly owned by Sun Oil Company and
presently owned by W. Dale and Cathern
Christner as Recorded in Deed Record 204, Page
112; thence North 66°-42' East along the
Northerly line of said Christner land a
distance of 258.3 feet to a point on the West
right-of-way line of Indiana State Road 5;
thence North 89°-30' East parallel with the
South line of the Southwest Quarter (SW $\frac{1}{4}$) of
said Section 27 a distance of 30 feet to the
place of beginning of this description.

EXHIBIT A.

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0 degrees East, (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 300 feet to a point; thence North 89 degrees 58 minutes 20 seconds West a distance of 194.70 feet to the place of beginning of this description; thence continuing North 89 degrees 58 minutes 20 seconds West a distance of 364.55 feet to an iron stake; thence North 0 degrees 42 minutes 30 seconds West a distance of 400 feet to a masonry nail; thence South 89 degrees 58 minutes 20 seconds East a distance of 160.29 feet to an iron stake; thence South 0 degrees 06 minutes 20 seconds West a distance of 255 feet to an iron stake; thence South 89 degrees 58 minutes 20 seconds East a distance of 152.10 feet to an iron stake; thence South 21 degrees 39 minutes 20 seconds East a distance of 156.04 feet to the place of beginning of this description.

EXHIBIT B



DARI POINT EXCLUDED FROM
THIS RESTRICTIVE COVENANT

Exhibit C

PERRY

RECEIVED FOR RECORD
at _____ o'clock _____ M and Recorded
In Record 232 Page 10/72

MAY - 6 1991

COPIES
DULY ENTERED FOR TAXATION

MAY 06 1991

LIGONIER, INDIANA
SR 5 & U.S. 6
L/C: 13-0356

Recorder of Noble County, Ind.

AUDITOR OF NOBLE COUNTY

CORPORATE QUITCLAIM DEED

Instrument 206

20.B

THIS INDENTURE WITNESSETH, That McDONALD'S CORPORATION ("Grantor"), a corporation organized and existing under the laws of the State of Delaware, QUITCLAIMS to HARRY D. HOLSINGER AND LUCILLE J. HOLSINGER ("Grantee") of Noble County, in the State of Indiana, for the sum of Ten and No/100ths Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Noble County, in the State of Indiana:

Part of the Southwest Quarter (SW 1/4) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 27; thence North 0° East (assumed bearing) along the East line of the Southwest Quarter (SW 1/4) of said Section 27 a distance of 300 feet to a point; thence North 89°-58'-20" West a distance of 194.70 feet to the PLACE OF BEGINNING of this description; thence continuing North 89°-58'-20" West a distance of 364.55 feet to an iron stake; thence North 0°-42'-30" West a distance of 400 feet to a masonry nail; thence South 89°-58'-20" East a distance of 160.29 feet to an iron stake; thence South 0°-06'-20" West a distance of 225 feet to an iron stake; thence South 89°-58'-20" East a distance of 152.10 feet to an iron stake; thence South 21°-39'-20" East a distance of 156.04 feet to the place of beginning of this description.

Subject to general and special real estate taxes for the year 1990 and subsequent years; installments not due of any special tax or special assessments for improvements heretofore completed; special taxes or special assessments for improvements not yet completed; covenants, conditions, restrictions or reservations of record; zoning and building laws and ordinances, public, private and utility easements and roads and highways whether or not of record; those matters recorded by an accurate survey and inspection of the above described property.

As part of the consideration for the transfer of the above described property from Grantor to Grantee, Grantee agrees not to use the above described property for restaurant purposes for a period of twenty (20) years from the date of this Deed. This covenant shall be a covenant which shall run with the land and be binding upon Grantee, their heirs, administrators, successors and assigns.

Grantor hereby reserves for itself, and its successors and assigns, a perpetual non-exclusive easement, for the purpose of installing, operating, maintaining, repairing, replacing and renewing a sanitary sewer line, septic system and related facilities, over, above, along, under, in and across the following described property:

6520J-64

91-5-141

Part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27; thence North 0° East (assumed bearing) along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 27 a distance of 700 feet to a point; thence North 89°-58'-20" West a distance of 403.91 feet to the PLACE OF BEGINNING of this description; thence South 0°-06'-20" West a distance of 12 feet to a point; thence North 89°-58'-20" West a distance of 12 feet to a point; thence North 0°-06'-20" East a distance of 12 feet to a point; thence South 89°-58'-20" East a distance of 12 feet to the place of beginning of this description.

Containing 144 square feet of land,

The easement area shall include the septic system, if any. The Grantor also reserves an irrevocable license, coupled with the easement to use the sanitary sewer line, septic system and all related facilities located in the easement area. No additional charge or fee of any type shall be charged for this license.

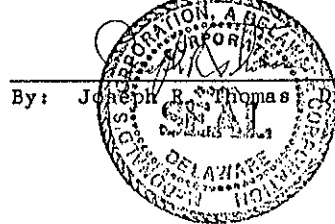
Grantor hereby certifies that there are no Indiana gross income taxes due as a result of this conveyance.

The undersigned persons executing this deed on behalf of said grantor corporation represent and certify that they are duly elected officers of said corporation and have been fully empowered, by proper resolution of the Board of Directors of said corporation to execute and deliver this deed; that the grantor corporation has full corporate capacity to convey the real estate described herein and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed this 30th day of April, 1991.

COPY

MCDONALD'S CORPORATION



By: Joseph R. Thomas, Director

RCM

ATTEST:

Seymour Greenman
Seymour Greenman, Assistant Secretary

9710359

97 OCT 15 AM 9:04

GRANT OF EASEMENT

Know All Men by these Presents: That Harry D. Holsinger and Lucille J. Holsinger, husband and wife, hereinafter known as Grantors, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid to the Grantors, receipt of which is hereby acknowledged, does hereby grant unto Ligonier Telephone Company, Inc., a corporation organized under the laws of the State of Indiana, its successors and assigns, an easement to construct, erect, maintain, operate, repair, and renew telephone lines and cable, either beneath the surface of the earth, ~~or upon poles or other structures~~, and the right and authority to string, install, construct, erect, maintain, operate, repair, replace and renew wires, cables, and other necessary equipment, ~~either above ground or beneath the surface of the earth~~, in, upon, along, under and over the real estate of Grantors situated in Noble County, State of Indiana, and more particularly described as follows, to-wit:

A strip of land being 8 feet wide located South of, East of and North of and adjoining the following described line which is located in the Southwest Quarter of Section 27, township 35 North, Range 8 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at the Southeast Corner of Lot 45 in Chapman's Addition to the City of Ligonier as recorded in Noble County Deed Record Book 23, Page 307; thence S 89 degrees 50' 44" W (Record), along the South line of Lots 43, 44 and 45 in said Chapman's Addition, for 251.11 feet to the Southwest Corner of Lot 43 in said Chapman's Addition; thence S 00 degrees 47' 03"E for 12.00 feet to the Northeast Corner of a tract of land conveyed to Roger Diehm and Shelly Diehm per Noble County Document Record #9607154; thence N 89 degrees 50' 44" W, along the North line of said tract conveyed to Diehm, for 222.00 feet; thence S 00 degrees 47' 03"E, along the West line of said tract conveyed to Diehm, for 380.00 feet; thence N 89 degrees 50' 44"E, along the South line of said tract conveyed to Diehm, for 101.10 feet; thence S 00 degrees 47' 03"E for 666.82 feet, more or less to the point of beginning at the North line of a tract of land conveyed to Harry D. Holsinger and Lucille J. Holsinger per Noble County Deed Record Book 232, Page 70; thence N 89 degrees 58'20"W, along the North line of said tract of land conveyed to Holsinger, for 160.29 feet; thence S 00 degrees 42'30"E, along the West line of said tract

conveyed to Holsinger, for 400.00 feet; thence S 89 degrees 58'20"E, along the South line of said tract conveyed to Holsinger, for 220.00 feet to the terminus point of said easement. The above described easement is subject to all public road right-of-ways and all easements of record.

The Grantors reserve the use of the above-described land not inconsistent with this grant.

The Grantee shall and will indemnify and save the Grantors harmless from and against any and all damages, injuries, losses, claims, demands, or costs proximately caused by the fault, culpability, or negligence of the Grantee in the construction, erection, maintenance, operation, repair or removal of said telephone lines or cable, and the structures and appurtenances connected therewith over, under, or across the above-described real estate.

Access to the above-described land over the adjoining lands of the Grantors, if any, is hereby granted.

The Grantee may cut, trim, or otherwise control trees, bushes and saplings (where applicable) growing upon or extending over said land so far as may be reasonably necessary in the construction, operation, and maintenance of said telephone facilities.

This Agreement shall be binding upon the heirs, Executors, Administrators, Grantees, and Assigns of the Grantors, and of the Grantee, its successors and assigns.


HARRY D. HOLSINGER


LUCILLE J. HOLSINGER

STATE OF INDIANA, NOBLE COUNTY, ss:

Subscribed and sworn to before me a Notary Public in and for said county and state, this

MAO

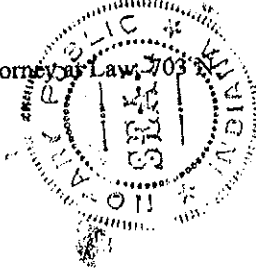
~~25th~~ day of October, 1997.

9710359

Mark A. Ober
NOTARY PUBLIC (MARK A. OBER)
Resident of NOBLE County

My Comm. Expires: MARCH 20, 2000

This Easement prepared by: Steven C. Hagen (Hagen & Hagen, P.C.), Attorney at Law, 703
Huntington St., Suite 104, Syracuse, IN 46567.



RECEIVED FOR RECORD
JULY 16 1998
NOBLE COUNTY RECORDER

Mail Tax Bills To:
City of Ligonier 990800600
103 W. Third Street
Ligonier, IN 46767

99 AUG 13 AM 11:43

GRANT OF PERMANENT EASEMENT

THIS INDENTURE WITNESSETH that Harry D. Holsinger and Lucille J. Holsinger, husband and wife, of Noble County, Indiana, grant and convey to the City of Ligonier, a municipal corporation, of Noble County, State of Indiana, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, a permanent easement for the construction, reconstruction and maintenance of a sanitary sewer line and appurtenances, over and along the following described real estate located in Noble County, State of Indiana, to-wit:

Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 East in Noble County, Indiana, being more particularly described as follows:

Beginning at the northeast corner of the real estate described in deed to Harry D. Holsinger and Lucille J. Holsinger as recorded per Deed Record 232, Page 70 in the Office of the Recorder of said County; thence South 00 degrees 00 minutes 00 seconds West (assumed bearing) along the east line thereof a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with the north line of said Holsinger real estate a distance of 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East parallel with the east line of said real estate a distance of 10.00 feet to the north line thereof; thence South 90 degrees 00 minutes 00 seconds East along said north line a distance of 40.00 feet to the Point of Beginning, containing 400 square feet.

Dated this 10 day of May, 1998, 1999

Harry D. Holsinger
Harry D. Holsinger

Lucille J. Holsinger
Lucille J. Holsinger

STATE OF INDIANA)
) SS:
COUNTY OF NOBLE)

Before me, a Notary Public in and for said County and State, this 10 day of May, 1998, personally appeared Harry D. Holsinger and Lucille J. Holsinger, who acknowledged the execution of the foregoing Grant of Permanent Easement.

My Commission Expires:
4-30-2001

Jeannie L. Keiser
Notary Public
Residing in Noble County
Printed Name Jeannie L. Keiser
Noble County

Commission Expires
4-30-2001

This instrument prepared by Jon C. Owen, Grant & Owen,
127 E. Williams Street, Kendallville, IN 46755
(219) 347-1515

lig2\eamment.e



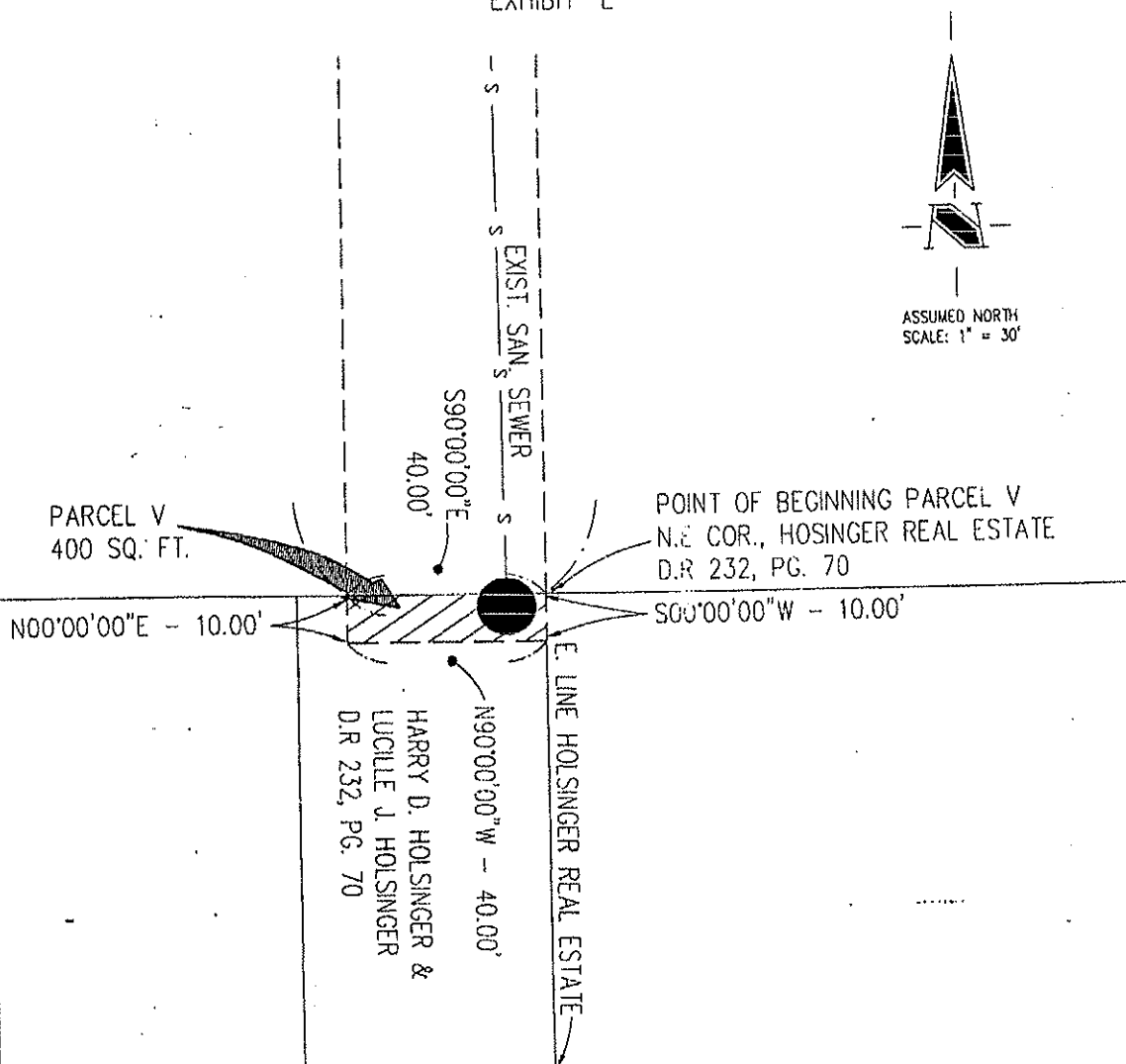
THE SCHNEIDER
CORPORATION

3020 North Post Road
Indianapolis, Indiana
46226-0088
317-898-8282
317-899-8010 FAX

Engineering
Surveying
GIS • LIS
Geology

EXHIBIT "E"

990800600



LAND DESCRIPTION

SANITARY SEWER EASEMENT - PARCEL V

Part of the Southwest Quarter of Section 27, Township 35 North, Range 8 East in Noble County, Indiana, being more particularly described as follows:

Beginning at the northeast corner of the real estate described in deed to Harry D. Holsinger and Lucille J. Holsinger as recorded per Deed Record 232, Page 70 in the Office of the Recorder of said County; thence South 00 degrees 00 minutes 00 seconds West (assumed bearing) along the east line thereof a distance of 10.00 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with the north line of said Holsinger real estate a distance of 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East parallel with the east line of said real estate a distance of 10.00 feet to the north line thereof; thence South 90 degrees 00 minutes 00 seconds East along said north line a distance of 40.00 feet to the Point of Beginning, containing 400 square feet.



151100437

ORDINANCE NUMBER 863-2015

AN ORDINANCE FOR ANNEXATION OF CERTAIN TERRITORY CONTAINED WITHIN THE CITY
OF LIGONIER INDIANA

RECEIVED FOR RECORD
CANDY HYERS
NOBLE COUNTY RECORDER

RECORDED ON
11/23/2015 11:33:01AM

REC. FEE: \$0.00
PAGES: 4

WHEREAS, the City of Ligonier Indiana is an Indiana Municipal Corporation; and

WHEREAS, Krdh, LLC (hereinafter "Krdh") owns certain real property located within the City of Ligonier at Lincolnway South, Ligonier (no apparent assigned address to the property); and

WHEREAS, said real property is completely contained within the City of Ligonier Indiana and thus the City boundaries are 100% contiguous with said real property owned by Krdh; and

WHEREAS, the City of Ligonier is desirous of annexing said real estate into the corporate boundaries of the City of Ligonier Indiana; and

WHEREAS, said real estate owned by Krdh is comprised by approximately 2.877 acres, all of which is proposed to be to annexed; and

WHEREAS, there are no special terms or conditions as provided in I.C. 36-4-3-8, attached to this annexation; and

WHEREAS, there are no tax abatements adopted under I.C. 36-4-3-8.5 with respect to the real estate; and

WHEREAS, the City has caused to be prepared a fiscal plan for the annexation of said territory.

NOW THEREFORE BE IT ORDAINED: that the following described real estate, to-wit: (see attached Exhibit "A")

Is hereby annexed into the City of Ligonier Indiana, effective this 29th day of June, 2015.

Ligonier Common Council

Kenneth R. Schuman

Kenneth Schuman

Duly Entered For Taxation

NOV 23 2015

George L. Mark
Auditor of Noble County

Becky Gray

Becky Gray

Julia A. Bell

Julia Bell

Chris Fought

Chris Fought

Kelly Ware

Kelly Ware

ATTEST:

Barbara Hawn
Barbara Hawn, Clerk Treasurer

Patricia Fisel
Patricia Fisel, Mayor

EXHIBIT "A"

PIN # 57-01-27-300-309.000-013

Parcel 1: - Lincolnway South, Ligonier, Indiana 46767

TRACT A:

Part of the Southwest Quarter (SW 1/4) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 27; thence North 0 degrees East (assumed bearing) along the East line of the Southwest Quarter (SW 1/4) of said Section 27 a distance of 300 feet to a point; thence North 89 degrees 58 minutes 20 seconds West a distance of 194.70 feet to the PLACE OF BEGINNING of this description; thence continuing North 89 degrees 58 minutes 20 seconds West a distance of 364.55 feet to an iron stake; thence North 0 degrees 42 minutes 30 seconds West a distance of 400 feet to a masonry nail; thence South 89 degrees 58 minutes 20 seconds East a distance of 160.29 feet to an iron stake; thence South 0 degrees 06 minutes 20 seconds West a distance of 225 feet to an iron stake; thence South 89 degrees 58 minutes 20 seconds East a distance of 152.10 feet to an iron stake; thence South 21 degrees 39 minutes 20 seconds East a distance of 156.04 feet to the place of beginning of this description.

ALSO:

TRACT B:

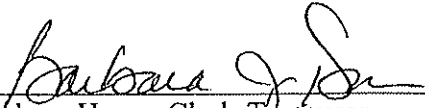
Part of the Southwest Quarter (SW 1/4) of Section 27, Township 35 North, Range 8 East, situate in Perry Township, Noble County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 27; thence North 0 degrees West (assumed bearing) along the East line of the Southwest Quarter (SW 1/4) of said Section 27 a distance of 300 feet to the PLACE OF BEGINNING of this description; thence North 89 degrees 58 minutes 20 seconds West a distance of 194.70 feet to an iron stake; thence North 21 degrees 39 minutes 20 seconds West a distance of 156.04 feet to an iron stake; thence South 89 degrees 58 minutes 20 seconds East a distance of 252.28 feet to a point on the East line of the Southwest Quarter (SW 1/4) of said Section 27; thence South 0 degrees East along the East line of the Southwest Quarter (SW 1/4) of said Section 27 a distance of 145 feet to the place of beginning of this description.

CERTIFICATION OF ORDINANCE

I, Barbara Hawn, being the duly elected Clerk-Treasurer of the City of Ligonier Indiana do hereby certify that the attached Ordinance Number 863-2015 is a true and correct copy of the same as it appears in the records of the City of Ligonier Indiana.

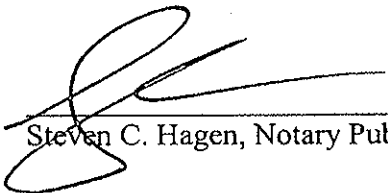
Dated this 20th day of October 2015.



Barbara Hawn, Clerk-Treasurer
Ligonier Indiana

STATE OF INDIANA)
)SS:
COUNTY OF NOBLE)

Subscribed and sworn to before me, a Notary Public in and for said county and state, this 20th day of October 2015.

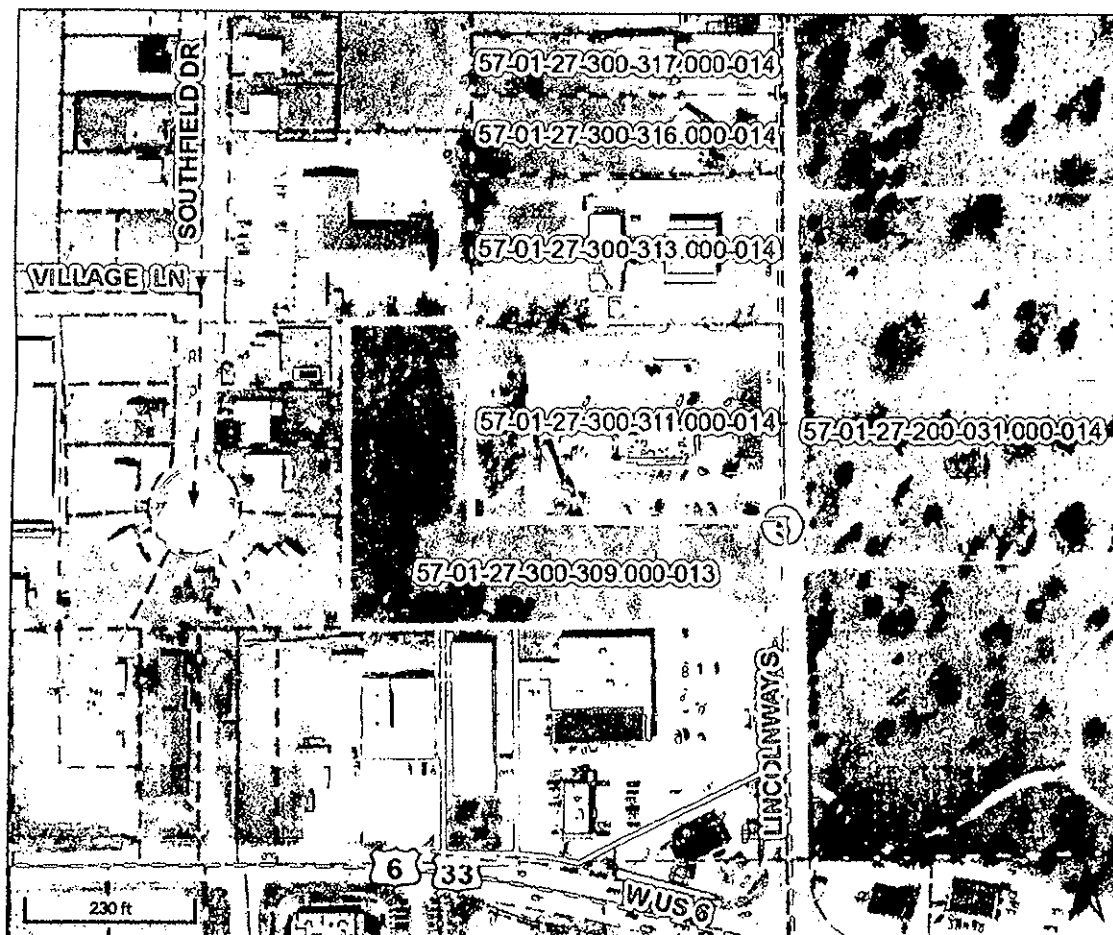


Steven C. Hagen, Notary Public

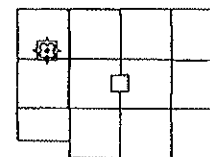
Residing in Noble County.

My Commission Expires: 10/10/16

Beacon™ Noble County, IN



Overview



Legend

- Street Centerlines
 - US STATE
 - STATE
 - COUNTY
 - COUNTY NONMAINTAINED
 - MUNICIPAL
 - ADJACENT COUNTY ROADS
- Hwy Shields
 - State Highways
 - US Highways
- Parcel Numbers (Assessor)
 - Parcels (Assessor)
 - Parcels (Surveyor)
- Railroads
- Corporate Limits
- Township Boundaries

Parcel ID 57-01-27-300-309.000-013
 Sec/Twp/Rng 27-35-8
 Property Address LINCOLNWAY SOUTH
 LIGONIER

Alternate ID 001-100230-00
 Class COMMERCIAL VACANT LAND
 Acreage 2.788

Owner Address KRDH LLC
 Karen Richmond
 209 Landau Run
 Fort Wayne, IN 46845

District 57013 Perry Township
 Brief Tax Description Frl Mid Pt E Side E1/2 Sw1/4
 Sec 27.74a & 2.048a
 From Mc Donalds Corp
 (Note: Not to be used on legal documents)

Date created: 10/26/2015
 Last Data Upload: 10/26/2015 5:13:59 PM

Developed by
 The Schneider Corporation