

City, State: Winston-Salem, North Carolina
Address: 3401 Robinhood Road
L/C: 032-0503

Prepared by Jacob Steinfink
After Recording, return to: Jacob Steinfink
McDonald's Corporation
110 N. Carpenter Street
Chicago, IL 60607-2101

EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is dated _____ between **McDONALD'S CORPORATION**, a Delaware corporation ("**Grantor**"), whose address is 110 N. Carpenter Street, Chicago, Illinois 60607-2101 and the **CITY OF WINSTON-SALEM, NORTH CAROLINA**, a North Carolina municipal corporation ("**Grantee**"), whose address is 101 N. Main Street, Winston-Salem, NC 27101. The following statements are a material part of this Agreement:

A. Grantor is, the owner of the property described on Exhibit A attached ("**Grantor's Property**").

B. Grantee utilizes for the benefit of the public, a sidewalk on Grantor's Property. A site plan depicting the location of the sidewalk ("**Sidewalk**") on Grantor's Property is depicted on Exhibit B and attached hereto and the legal description is attached as Exhibit C.

C. Grantor wishes to grant, and Grantee wishes to receive an easement over, under and across the portion of Grantor's Property where the Sidewalk is located.

Therefore, in consideration of \$10.00 and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. SIDEWALK EASEMENT

Grantor grants, and conveys to Grantee, a perpetual, exclusive easement for the construction, installation, operation, maintenance, inspection, repair, reconstruction, replacement, expansion, extension, relocation, removal, and public use of the Sidewalk, over, under and across the portion of Grantor's Property depicted on Exhibit B where the Sidewalk is located (legal description is attached as Exhibit C).

The easement hereby granted includes the free and full right of ingress and egress over and across said easement and the right, from time to time, to cut all trees, undergrowth, and other obstructions in the easement area that, in the opinion of the Grantee or its successors or assigns, may injure, endanger, or interfere with the construction, installation, operation, maintenance, inspection, repair, reconstruction, replacement, expansion, extension, relocation, removal, and/or public use of the Sidewalk or easement.

Grantee will maintain, repair, reconstruct and replace the Sidewalk, in accordance with the Grantee's standard practice and procedure. If Grantee or its agents, employees, or contractors disturb any curbing, pavement, blacktop, or grassy groundcover during their construction or maintenance of the Sidewalk, Grantee shall promptly restore said curbing, pavement, asphalt, or grassy groundcover to substantially the same condition as existed immediately prior to the construction or maintenance, so long as the work performed is not the required by the Grantor's or its agents', employees', or contractors' acts or omissions. The Grantee shall not be obligated to restore the same other than with non-stamped concrete, asphalt, or grassy ground cover. The Grantor shall be responsible for all costs and liabilities related to (1) removing, relocating, replacing, or restoring any special landscaping, any special hardscape feature, and any other improvement in the easement area, where such removal, relocation, or replacement is required in order to construct, install, operate, maintain, inspect, repair, reconstruct, replace, expand, extend, relocate, or remove the Sidewalk, as the Grantee shall, in its sole and absolute discretion, determine and (2) restoring the disturbed area with materials other than non-stamped concrete, asphalt, or grassy ground cover. Grantee will act reasonably in carrying out its obligations under this Agreement and shall not unreasonably interfere with Grantor's business. It is expressly understood, however, that the ordinary construction, installation, operation, maintenance, inspection, repair, reconstruction, replacement, expansion, extension, relocation, removal, and the public's use of the Sidewalk (pedestrian and other traffic) shall not be deemed to unreasonably interfere with the Grantor's business.

2. USE OF EASEMENT AREA

Grantor reserves the right to use the easement areas for purposes that do not interfere with the granted easement uses. Grantor shall not erect any building, sign, fence, or other structure on or over the easement area. Should the Grantor, after receiving written notice and a reasonable time to cure from Grantee (but, in no event longer than 20 calendar days), refuse or fail to timely remove any prohibited structure or any use in the easement area that interferes with the Grantee's rights, hereunder, as the Grantee shall, in its sole and absolute discretion, determine, Grantee may do so and charge the costs, thereof, to Grantor. Grantor shall reimburse Grantee within 30 (thirty) days of the date of invoice. In the event of an emergency, or in the event that the Grantee determines, in its sole and absolute discretion, that a prohibited structure or use within the easement area threatens the Sidewalk or the public that uses it, the Grantor shall have the right to immediately alter, remove, or relocate said prohibited structure or use, without notice to the Grantor, and without liability or obligation for resultant damage.

3. RUNNING OF BENEFITS

All provisions of this Agreement, 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.

4. INSURANCE AND INDEMNITY

(A) Insurance

Grantee will procure and maintain in force, and will cause its consultants, contractors and subcontractors to procure and maintain in force, the insurance coverages described below, which insurance will be placed with insurance companies authorized to do business in the state in which the Grantor's Property is located, rated A VIII or better by the current edition of Best's Key Rating Guide and approved in advance in writing by Grantor:

Commercial General Liability Insurance (which will have coverage and terms comparable to an ISO CG-0001 form) against all claims and suits for personal and bodily injury, products and completed operations liability, and property damage arising out of Grantee's operation on or use of Grantor's Property, or caused by the negligence or other misconduct of Grantee or its invitees, licensees, employees, agents, personal representatives, contractors, subcontractors, successors and assigns in an amount not less than \$5,000,000.00 per occurrence and \$5,000,000.00 in the general aggregate.

As to the policies identified above, Grantor, Grantor's franchisee(s) and/or tenant(s) at Grantor's Property, and their successors and assigns will be named as additional insureds as their interests may appear, along with any other interested parties and entities as may be designated by Grantor. These policies will be primary insurance for all additional insureds. Grantee will furnish evidence to Grantor of insurance in the form of certificates of insurance or a copy of the insurance policies upon the date of final execution and delivery of this Agreement, and thereafter, at least 30 days prior to the expiration of such policies, and upon Grantor's request.

Notwithstanding any provision in this Agreement to the contrary, Grantee may self-insure (and in this case will self-insure) for all of the insurance coverages required in this Agreement to the extent that it is not prohibited by law from doing so.

B. Indemnification

Grantee will indemnify and hold harmless Grantor and its successors and assigns against any and all damages, losses, and liabilities, excluding consequential, incidental, indirect, special, and exemplary damages, arising out of, or in any way related to, Grantee's gross negligence or intentional misconduct, to the extent thereof. Grantee's indemnification obligation shall not apply

to the acts or omissions of, or to the use of the Sidewalk or easement area by, the public or any unrelated third parties and the Grantor, hereby, releases the Grantee for any claims related thereto.

The Grantor will indemnify, defend, and hold the Grantee and its officials, officers, employees, agents, and contractors harmless from and against any and all damages, claims, demands, losses, and liabilities, including consequential, incidental, indirect, special, and exemplary damages, (except only in an amount up to \$100,000 for consequential, incidental, indirect, special and exemplary damages) arising out of, or in any way related to, the Grantor's or its' employees', agents', or contractors' negligence or intentional misconduct to the extent thereof in regard to the Sidewalk.

5. CONSTRUCTION

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

6. AUTHORITY TO SIGN

The parties executing this Agreement on behalf of Grantor and Grantee represent that they have authority and power to sign this Agreement on behalf of Grantor and Grantee.

The Grantor, furthermore, covenants that it is seized of the premises in fee simple and has the right to convey the easement hereby granted, that title is marketable and free from encumbrance (except those encumbrances that are already of record), and that the Grantor in regard to title issues will warrant and defend the title, rights, and interests hereby granted to the Grantee against the claims of all persons whomsoever and whatsoever.

7. INVALIDITY

If any term or provision of this Agreement or the application to any person or circumstance, to any extent, is or becomes invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, will not be affected.

8. CONTROLLING LAW; VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. The venue for any litigation pertaining hereto shall be in Forsyth County Superior Court, in Winston-Salem, North Carolina.

9. MISCELLANEOUS

No waiver by either party of any default by the other party in the performance of any provision of

this Agreement shall operate or be construed to operate as a waiver of any future default, whether like or different in character. This document may be executed and delivered in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same document.

10. ADDENDA AND EXHIBITS

This Agreement includes the following Addenda and/or Exhibits, which are made an integral part of this Agreement and are fully incorporated by reference:

Exhibit A (Legal Description of Grantor's Property)

Exhibit B (Site Plan depicting easement areas)

Exhibit C (Legal Description of the easement area)

SIGNATURE PAGE FOLLOWS

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

GRANTOR:
McDONALD'S CORPORATION, a
Delaware corporation

GRANTEE:
**CITY OF WINSTON-SALEM, NORTH
CAROLINA**

By: Kathleen Madix
Its: Corporate Assistant Secretary

By: _____
Its: _____

ATTEST:
By: [Signature]
Its: Senior Counsel

ATTEST:
By: _____
Its: _____

WITNESS:
Andrea M. James

WITNESS:

ACKNOWLEDGMENT - McDONALD'S

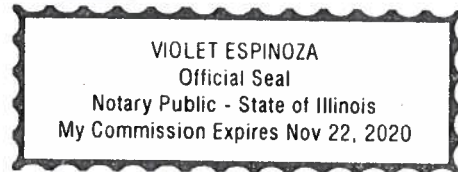
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Violet Espinoza, a Notary Public in and for the county and state aforesaid, CERTIFY that Kathleen K. Madigan, as Corporate Assistant Secretary and Jacob M. Steinfink, as Senior Counsel, of McDONALD'S CORPORATION, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of November, 2018

Violet Espinoza
Notary Public

My commission expires 11-22-2020



ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, CERTIFY that _____, as _____, and _____, as _____, of _____, a(n) _____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, _____.

Notary Public

My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

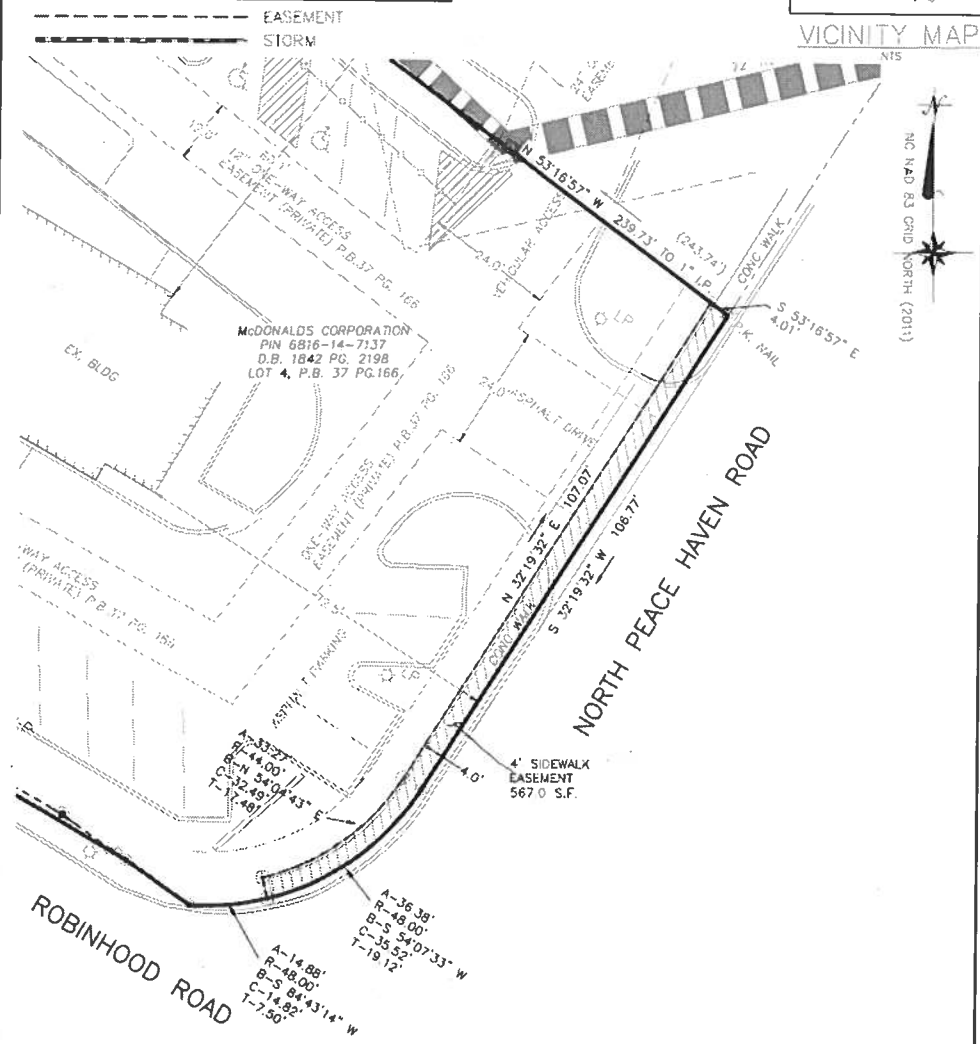
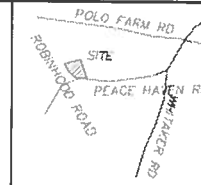
Lying and being situated in Winston-Salem, Winston Township, Forsyth County, North Carolina and being more particularly described as follows:

BEING all of Lot 4 of WHITWOOD, PHASE ONE as the same is shown on map thereof recorded in Map Book 37 at Page 166 in the Forsyth County Public Registry, and consisting of 0.93 acres, more or less.

EXHIBIT B

SITE PLAN DEPICTING EASEMENT AREA

Symbol Legend	
☐ TELEPHONE PEDENTAL IRON MIN. SET	● RICK FOUND
⊙ DRAINAGE MANHOLE	⊙ WELL
⊙ DROP PILET	⊙ POWER POLE
⊙ MISC. MANHOLE	⊙ ELECTRIC METER
⊙ CATCH BASIN	⊙ GAS METER
⊙ GAS VALVE	⊙ WATER METER
⊙ ELECTRICAL BOX	⊙ WEL
⊙ LIGHT POLE	⊙ AIR CONDITIONER
	⊙ P.K. NAIL
	⊙ EATING IRON PIPE
	⊙ EXISTING REBAR TRANSFORMER
	⊙ GUY
	⊙ SEWER MANHOLE
	⊙ CLEAN OUT
	⊙ DRAINAGE MANHOLE
	⊙ MONUMENT
	⊙ WATER VALVE
	⊙ FIRE HYDRANT



I certify that this map was drawn under my supervision from an actual survey made under my supervision (field description recorded in SEE PAGE RE of other reference source) that the boundaries not surveyed are indicated on drawn from information in Book _____ of other reference source; that the ratio of _____ of positional accuracy is 10,000 ± and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 06.1600).

Seal
 Professional Land Surveyor
 NC GRID TIE
 David J. Sgroi
 NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
 SEAL L-3681
 DAVID J. SGROI

I, David J. Sgroi, certify that this map was drawn under my supervision from an actual survey made under my supervision (field description recorded in SEE PAGE RE of other reference source) that the boundaries not surveyed are indicated on drawn from information in Book _____ of other reference source; that the ratio of _____ of positional accuracy is 10,000 ± and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 06.1600).

NOTE:
 1. SITE IS SUBJECT TO ALL EASEMENTS, R/W AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THE SURVEY.
 2. NO TITLE SEARCH DONE FOR THE BENEFIT OF THIS SURVEY.
 3. ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
 4. AREA COMPUTED BY COORDINATE GEOMETRY.
 5. THIS PLAN AND ANY ACCOMPANYING DOCUMENTS ARE FURNISHED TO THE PERSON / FIRM NAMED BELOW AND NO ALTERATIONS OR USE BY OTHERS IS PERMITTED WITHOUT EXPRESS WRITTEN CONSENT OF SGR0I LAND SURVEYING.

EASEMENT FOR: McDONALDS CORPORATION 3401 ROBINHOOD RD		REFERENCES: McDONALDS CORPORATION PIN 6816-14-7137 D.B. 1842 PG. 2198 LOT 4, P.B. 37 PG.166
CITY OF WINSTON-SALEM-WINSTON TOWNSHIP-FORSYTH COUNTY, NC		
PROJECT NO: 18-22	SGROI LAND SURVEYING, PLLC	
DRAWN BY: DJS	145 W. PARRIS AVE., SUITE 101 HIGH POINT N.C. 27262 336-885-1366	
DATE: JUNE 29, 2016	COMPANY REGISTRATION P-0136	

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

Being a 4' sidewalk easement containing 0.013 Acres, more or less, located in Winston Township, Forsyth County, North Carolina; and lying on the land described in D.B. 1842 Pg.2198 (McDonalds Corporation) , and being more particularly described as follows:

Beginning at a P.K. nail in the western Right of Way of North Peace Haven, thence along said Right of Way , S 32°19'32" W a distance of 106.77', to an iron pipe; thence with a curve turning to the right with an arc length of 36.38', with a radius of 48.00', with a chord bearing of S 54°07'33" W, with a chord length of 35.52', to a point; thence leaving said Right of Way along the southern line of the 4' sidewalk easement, N 13°04'36" W a distance of 4.00', to a point; thence along the western line of the 4' sidewalk easement, with a curve turning to the left with an arc length of 33.27', with a radius of 44.00', with a chord bearing of N 54°04'43" E, with a chord length of 32.49', to a point; thence N 32°19'32" E a distance of 107.07', to a point; thence S 53°16'57" E a distance of 4.01'; which is the point of beginning, having an area of 567.00 square feet, 0.013 acres.