

This Instrument prepared by and
 Return recorded document to:
 Attorney Michael W. Hansen
 Michael W. Hansen, P.C.
 735 Essington Road, Suite 102
 Joliet, IL 60435
 (815) 744-9500



R2009105182

Receipt # T20090102815

Karen A. Stukel Will County Recorder 5P

CK Date 08/28/2009 Time 14:01:21

Recording Fees: \$25.75

IL Rental Hsng. Support Program: \$10.00

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") made this 26th day of August, 2009, by and between McDowell Acquisition, LLC ("Party of the First Part") and Prairie Investment Corporation ("Party of the Second Part"). Collectively, the Party of the First Part and the Party of the Second Part are referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Party of the First Part owns the following real estate:

THE NORTH 35.00 FEET OF THE SOUTH 2377.84 FEET OF THE WEST 275.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTION THEREFROM THAT PART LOCATED WITHIN THE INTERSTATE 55 RIGHT OF WAY, IN WILL COUNTY, ILLINOIS.

PIN: 04-10-34-300-007-0000;

WHEREAS, the Party of the Second Part owns the following real estate:

THE NORTH 35.00 FEET OF THE SOUTH 2342.84 FEET OF THE WEST 275.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTION THEREFROM THAT PART LOCATED WITHIN THE INTERSTATE 55 RIGHT OF WAY, IN WILL COUNTY, ILLINOIS.

PIN: 04-10-34-300-014-0000

WHEREAS, the Parties have agreed that it is in their respective best interests to have installed an entrance for vehicular access (the "Entrance") to their respective properties directly from the Frontage Road as shown on Exhibit A attached hereto and by reference thereto made a part hereof; and

WHEREAS, the Parties each mutually desire a perpetual easement in, over, upon and across the portions of Parcel A and Parcel B described as "Parcel A Easement Area" and "Parcel B Easement Area" respectively for the purpose of vehicular ingress and egress and the Parties each desire to grant such easement over their respective Parcels A and B easement areas.

1085

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Easement #1. The Party of the First Part hereby grants and conveys to the Party of the Second Part, its successors and assigns, including, without limitation, tenants leasing Parcel B, and to their respective servants, employees, customers, licensees and invitees a perpetual non-exclusive easement, in, over, upon and across the Parcel A Easement Area as detailed on Exhibit A (the "Parcel A Easement Area") for the purpose of vehicular ingress and egress.

2. Non-Exclusive Easement. Easement #1 granted herein is not an exclusive easement. The Party of the First Part hereby expressly reserves for itself, its successors and assigns, lessees, invitees or such other persons or entities to whom the Party of the First Part may grant, easements and rights in, over, upon and across the Parcel A Easement Area to use and enjoy the Parcel A Easement Area.

3. Easement Runs with the Land. Easement #1, and obligations related thereto, run with and bind the land and shall inure to the benefit of the Party of the First Part and the Party of the Second Part, their respective successors and assigns and shall be deemed not to merge with the fee simple estate, notwithstanding that fee simple title to Parcel A and Parcel B may be held by the same person or entity.

4. Easement #2: The Party of the Second Part hereby grants and conveys to the Party of the First Part, its successors and assigns, including, without limitation, tenants leasing Parcel A, and to their respective servants, employees, customers, licensees and invitees a perpetual non-exclusive easement, in, over, upon and across the Parcel B Easement Area as detailed on Exhibit A (the "Parcel B Easement Area") for the purpose of vehicular ingress and egress.

5. Non-Exclusive Easement. Easement #2 granted herein is not an exclusive easement. The Party of the Second Part hereby expressly reserves for itself, its successors and assigns, lessees, invitees or such other persons or entities to whom the Party of the Second Part may grant, easements and rights in, over, upon and across the Parcel B Easement Area to use and enjoy the Parcel B Easement Area.

6. Easement Runs with the Land. Easement #2, and obligations related thereto, run with and bind the land and shall inure to the benefit of the Party of the First Part and the Party of the Second Part, their respective successors and assigns and shall be deemed not to merge with the fee simple estate, notwithstanding that fee simple title to Parcel A and Parcel B may be held by the same person or entity.

7. Fees and Expenses. The Parties agree to share equally any and all fees and expenses with respect to the easement, the construction of the entrance and the entrance permit obtained from Will County.

IN WITNESS WHEREOF, the Parties have executed this Easement with due and proper authority as of the day and year first above written.

Party of the First Part:
McDowell Acquisition, LLC,
An Indiana Limited Liability Company

Party of the Second Part:
Prairie Investment Corporation
an Illinois Corporation

By: [Signature]
Its duly authorized Manager

By: [Signature]
Its President

STATE OF INDIANA)
) SS.
COUNTY OF Boone)

I, the undersigned, a Notary Public, in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT John P. McDowell, personally known to me to be Manager of McDowell Acquisition, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered said instrument as such Manager, pursuant to authority given by the Resolution of all of the Members of McDowell Acquisition, LLC, as his free and voluntary act, and as the free and voluntary act of McDowell Acquisition, LLC, for the purposes therein set forth.

Given under my hand and official seal this 27 day of August, 2009.

[Signature]
Notary Public

My Commission Expires: _____



KERRY A. RITZLER
Resident of Marion County, IN
Commission Expires: August 4, 2011

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph J. Vinachi, personally known to me to be the President of Prairie Investment Corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered said instrument as President pursuant to authority given by the Board of Directors of Prairie Investment Corporation, as his free and voluntary act, and as the free and voluntary act of Prairie Investment Corporation, for the purposes therein set forth.

Given under my hand and official seal this 28~~th~~ day of August, 2009.

Barbara J. Hinz

Notary Public

My Commission Expires: 5/21/12



4

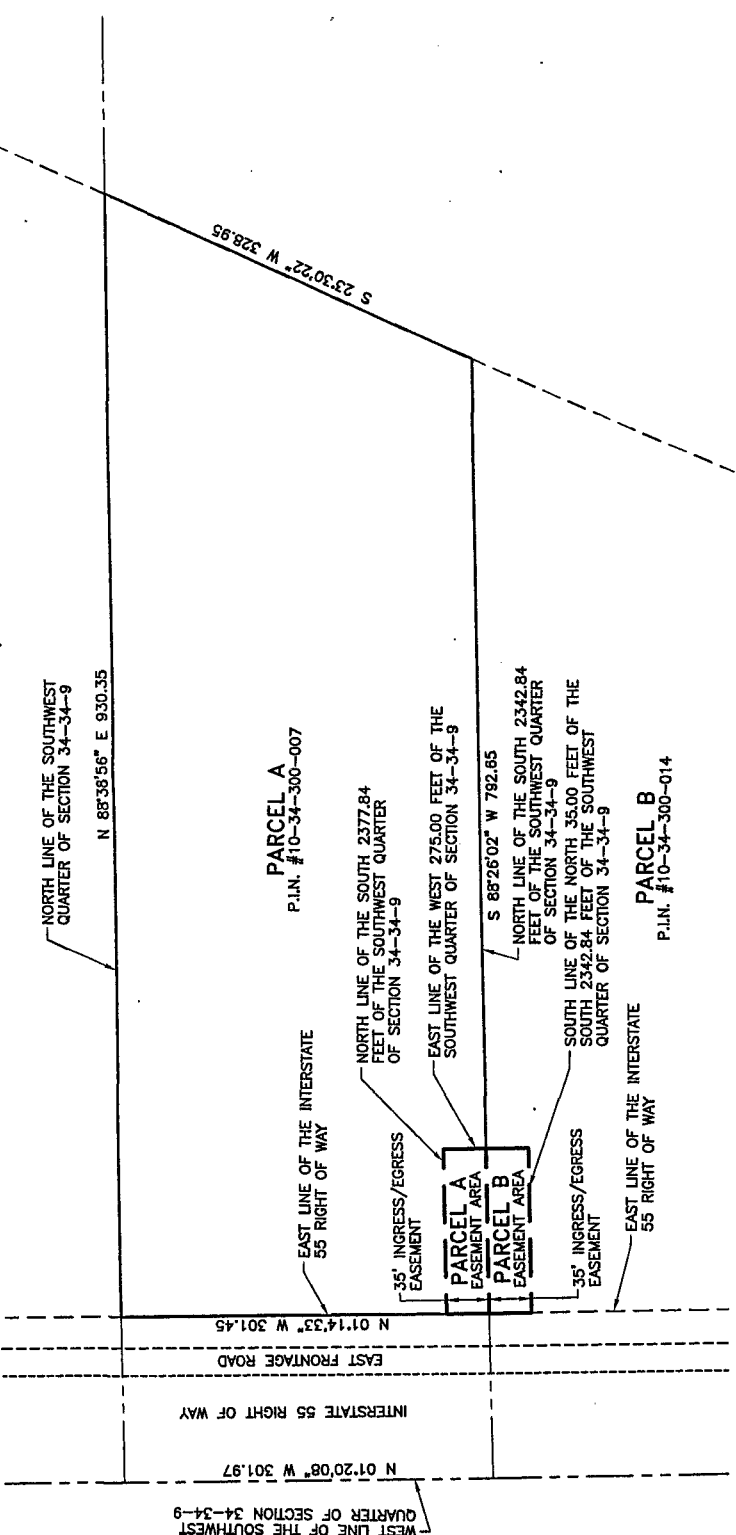
PLAT OF EASEMENT

PARCEL A (EASEMENT AREA)

THE NORTH 35.00 FEET OF THE SOUTH 2377.84 FEET OF THE WEST 275.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTION THEREFROM THAT PART LOCATED WITHIN THE INTERSTATE 55 RIGHT OF WAY, IN WILL COUNTY, ILLINOIS.

PARCEL B (EASEMENT AREA)

THE NORTH 35.00 FEET OF THE SOUTH 2342.84 FEET OF THE WEST 275.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTION THEREFROM THAT PART LOCATED WITHIN THE INTERSTATE 55 RIGHT OF WAY, IN WILL COUNTY, ILLINOIS.



SCALE 1" = 100'

STATE OF ILLINOIS }
COUNTY OF WILL } ss

I, CHRISTOPHER M. PAFESH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF EASEMENT OVER THE ABOVE CAPTIONED LANDS AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF, DATED AT CREST HILL, ILLINOIS.

THIS 27th DAY OF August 2009, A.D.

Christopher M. Pafesh

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3369
EXPIRATION DATE 11/30/2010

08/27/09 CMP REVISED PER COUNTY REVIEW

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT: JOHN MCDOWELL FIELD BOOK #: 34-9 P. 5

DRAWN BY: C.M.P. DATE: 08/23/09 SCALE: 1"=100' JOB NO. 18148

COMPARE THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES

