

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") made this 5th day of April, 2011 ("Effective Date") by and between McDowell Acquisition, LLC, an Indiana limited liability company ("Owner") and Prairie Investment Corporation, an Illinois Corporation ("Prairie Investment") (together Owner and Prairie Investment are hereinafter referred to as the "Parties").

**R2011044258**

Receipt # T20110049713

**Karen A. Stukel Will County Recorder 6P**

DB Date 05/06/2011 Time 14:30:50

Recording Fees: \$26.75

IL Rental Hsng. Support Program: \$10.00

**WITNESSETH**

WHEREAS, the Owner is the title owner of record of the following real estate:

The North 301.99 feet of that part of the Southwest  $\frac{1}{4}$  of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, lying North of the South 2342.84 feet of said  $\frac{1}{4}$ , lying East of the East right of way of Federal Aid Interstate 55 and lying Westerly of a straight line intersecting a point 2,342.84 feet North of and 931.15 feet East of the Southwest corner of said  $\frac{1}{4}$  with said straight line also intersection a point of the North line of said  $\frac{1}{4}$  1,069.34 feet East of the Northwest corner of said  $\frac{1}{4}$ , in Will County, Illinois.

Commonly known as: 27243 S. Frontage Road, Channahon, Illinois

P.I.N. #10-34-300-007

("Parcel A"); and

WHEREAS, the Owner has agreed to grant Prairie Investment, its lessees, agents, employees, successors and assigns, a permanent, non-exclusive easement and right of way for the purpose of vehicular ingress and egress, and for purposes of the construction and maintenance of a roadway in compliance with Will County ordinances free and clear of all liens and encumbrances, over the south thirty-five (35) feet of Parcel A, as more fully described in the plat of easement attached hereto and incorporated herein as Exhibit A ("Easement Premises").

NOW THEREFORE, for and in consideration of the sum of \$10.00 and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Grant of Easement.** The Owner hereby grants and conveys to Prairie Investment, its successors and assigns and their respective employees, agents, licensees, assignees and invitees, a permanent, non-exclusive easement for ingress and egress and for purposes of the construction and maintenance of a roadway in compliance with Will County ordinances, through, over and across the Easement Premises.

2. **Maintenance and Repair of the Easement Premises.** The Owner shall have the duty to maintain and repair the Easement Premises with reasonable care and in a good and workmanlike manner. However, Prairie Investment shall have the duty to maintain and repair the Easement Premises at its expense if it improves the Easement Premises. In the event Owner fails to maintain or repair the Easement Premises in accordance with this paragraph, Prairie Investment, or its lessees, assignees, successors or assigns, after thirty (30) days prior written notice to the Owner (or such shorter notice as is reasonable in emergency situations), shall have the right, but not the duty, to take such action at the Owner's expense as may be reasonably required to bring the Easement Premises into compliance with this paragraph. The Owner shall, within thirty (30) days after the receipt of an invoice for such work, reimburse Prairie Investment, or its lessees, assignees, successors or assigns, for its actual cost to attain compliance.

3. **Non-Subordination.** The easement granted herein shall not be subject nor subordinate to any mortgage or other financing transaction secured by an interest in Parcel A.

4. **Non-Interference.** The Owner shall at no time grant any additional licenses or easements, or build, construct, erect or place, or permit others to build, construct or place any buildings, trees, structures, public utilities or public roads in, over or across the Easement Premises that would materially adversely interfere with the easement granted hereunder.

5. **Easement to Run with the Land.** The easement granted herein and obligations related thereto, shall run with and bind the land, and shall inure to the benefit of Prairie Investment, its 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.

6. **Notices.** Notices hereunder shall be given in writing, and shall be deemed delivered two (2) business days following deposit in the U.S. Mail, postage prepaid, by certified mail, return receipt requested, to the following:

If to Owner:                    McDowell Acquisition, LLC  
     c/o W. Scott Boatman  
     999 18<sup>th</sup> Street #2350  
     Denver, CO 80202

If to Prairie Investment:

    Attention: Joseph J. Vinachi, President  
     P.O. Box 667  
     Channahon, IL 60410

The Parties may change the address for providing notices by delivering written notice to the other Party at any time.

7. **Enforcement.** If either party breaches any provision in this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof, in addition to any other right available at law or in equity, the non-breaching party shall have the right, but not the obligation, to exercise any right other than the termination of this Agreement. The non-

breaching party shall have the right to recover all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in enforcing this Agreement.

8. **Term of Easement.** The easement granted herein shall commence as of the Effective Date, and shall be perpetual.

9. **Governing Law.** This Agreement and all rights, obligations and liabilities arising hereunder shall be construed and enforced in accordance with the laws of the State of Illinois without regard to its conflict of laws provisions.

10. **Entire Agreement.** This Agreement and the exhibit attached hereto include the entire transaction between the Parties and shall not be deemed modified, altered, changed or amended in any respect unless in writing and signed by the parties.

11. **Severability and Waiver.** The unenforceability of one provision hereof shall not affect the remaining provisions, provided that the severed provision does not materially defeat the general intentions of the Parties. The waiver by either party of the performance or timing of any provision hereof shall not invalidate this Agreement nor shall it be considered a waiver by said party of any subsequent performance.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(Signature page follows.)

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

Owner:

McDowell Acquisition, LLC

By:

Its duly authorized Member

State of

Colorado

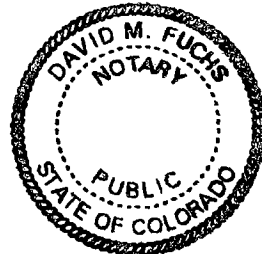
County of

Denver SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that W. Scott Betward 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given my hand and notarial seal this 5th day of April, 2011.

NOTARY PUBLIC



My Commission Expires: 04/02/2013

Prairie Investment Corporation,  
an Illinois Corporation

By: *Joseph J. Vinachi*  
Joseph J. Vinachi, President

State of Illinois     )  
                                  ) SS.  
County of Will     )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Joseph J. Vinachi, 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given my hand and notarial seal this 5th day of April, 2011.

*Barbara J. Hinz*  
NOTARY PUBLIC



Prepared by: Michael W. Hansen  
Michael W. Hansen, P.C.  
735 Essington Road  
Suite 102  
Joliet, IL 60435

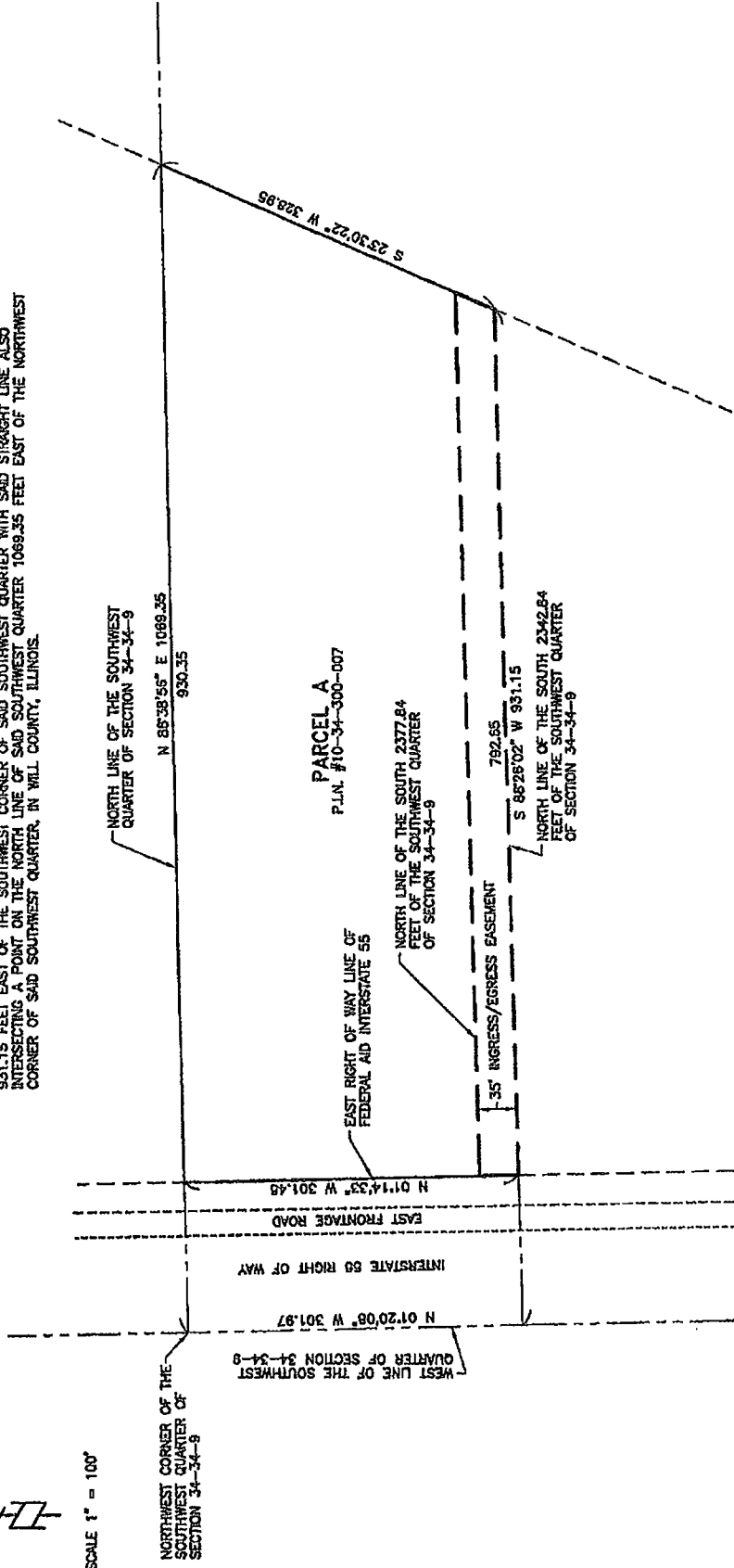
Return to: Michael W. Hansen  
Michael W. Hansen, P.C.  
735 Essington Road  
Suite 102  
Joliet, IL 60435

# PLAT OF EASEMENT

## INGRESS/EGRESS EASEMENT

THE NORTH 35.00 FEET OF THE SOUTH 2377.84 FEET OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY LINE OF FEDERAL AID INTERSTATE 55, AND LYING WESTERLY OF A STRAIGHT LINE INTERSECTING A POINT 2342.84 FEET NORTH OF AND 931.15 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER WITH SAID STRAIGHT LINE ALSO INTERSECTING A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER 1089.35 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, IN WILL COUNTY, ILLINOIS.

SCALE 1" = 100'



STATE OF ILLINOIS }  
COUNTY OF WILL } ss

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

THIS 3rd DAY OF February 2011, A.D.

*Christopher M. Parsch*  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3369

EXPIRATION DATE 11/30/2012

<b>GEOTECH INC.</b>	
CONSULTING ENGINEERS - LAND SURVEYORS	
1207 CEDARWOOD DRIVE	CREST HILL, ILLINOIS 60403 815/730-1010
PROJECT: MICHAEL HANSEN	FIELD BOOK #: 34-9 P. 5
DRAWN BY: C.M.P.	DATE: 01/19/11 SCALE: 1"=100' JOB NO. 18148
COMPARE THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES	