

RECORDED
INDEXED

GRANT OF EASEMENT

This Agreement to grant an easement made and entered into by and between LA GRANGE STATE BANK, as Trustee under Trust No. 1210, 14 South La Grange Road, La Grange, Illinois 60525 ("Grantor") and THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., a Delaware corporation, P. O. Box 157, Joliet, Illinois 60434 ("Grantee") this 10th day of October, 1974;

W I T N E S S E T H :

WHEREAS, Grantee is a corporation duly organized under the laws of the State of Delaware and duly authorized to transact business in the State of Illinois, and has its registered office located in Joliet, Will County, Illinois; and

WHEREAS, Grantee is the owner of the fee simple title to certain real estate, hereinafter referred to as the "dominant property" which real estate is legally described as follows:

That part of the Northwest quarter of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at a point on the South line of the Northwest quarter 80 feet West of the center of Section 34, in Township 34 North, and in Range 9 East of the Third Principal Meridian, thence North 900 feet, thence West to the East right of way line of the Chicago and Alton Railroad, thence Southwesterly along said East right of way line of the Chicago and Alton Railroad to the centerline of the said Section 34; thence East along said centerline of Section 34 to the point of beginning in Will County, Illinois;

and

WHEREAS, Grantor is the owner of the legal fee simple title to certain real estate, hereinafter referred to as the "servient property", being north of and adjacent to the dominant property and legally described as:

PARCEL 1: The South 113 acres of the following described tract: that part of Section 27 in Township 34 North and in Range 9 East of the Third Principal Meridian lying East of the Easterly right of way line of the Chicago and Alton Railroad and West of a line that is 200 feet West of and parallel to the East line of said Section 27, and

PARCEL 2: The N $\frac{1}{2}$ of Section 34, Township 34 North, Range 9 East of the Third Principal Meridian lying East of the East right of way of the Chicago and Alton Railroad excepting therefrom the East $\frac{1}{2}$ of the NE $\frac{1}{4}$, excepting the East 165 feet of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and excepting the South 495 feet of the West 825 feet of the East 990 feet of the West $\frac{1}{2}$ of the NE $\frac{1}{4}$, and also excepting therefrom the tract hereinabove described as the dominant property; and

WHEREAS, Grantee will construct, operate and maintain a settling basin upon said dominant property of the Grantee to be utilized by Grantee to treat animal waste and is desirous of obtaining an easement authorizing and permitting Grantee to allow effluent from said settling basin to be pumped therefrom and discharged upon the servient property and further authorizing and permitting Grantee to cross the servient property with such pipes as shall be necessary in order to spray and discharge said effluent upon the servient property; and

WHEREAS the Grantor acknowledges that the servient property may be benefited by said spraying and discharging with respect to any farming operations conducted thereon and is agreeable to granting said easement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. For purposes of this Agreement, the following words shall have the following meanings:
 - (a) "Animal Waste" shall include livestock excreta and associated feed losses, wash and sprinkling waters, package treatment plant discharge, feed lot and holding pen surface water run-off and other related discharges.
 - (b) "Settling Basin" shall include an excavated lagoon, together with the natural watercourse connecting to Grant Creek, which shall be constructed and operated to permit controlled influent of animal wastes through pipes or ditches and the retention of such animal wastes.

- (c) "Treatment" shall consist of adequate retention of animal wastes to permit settling of solids and bacteriological stabilization of animal wastes.
- (d) "Effluent" shall be the liquid residue remaining after treatment.

2. Grantor hereby grants an easement to Grantee whereby Grantee, at its expense, may, from time to time, spray and discharge the effluent from the settling basin over and upon the servient property, and whereby Grantee, at its expense, may enter upon, cross and place upon said servient property such pipes as shall be necessary in order to accomplish said spraying and discharging; provided, however, that said crossing and/or placing of any such pipes and any related equipment for the purpose intended shall not interfere with the orderly farming on said servient property and shall be done at such times as shall reasonably be agreed upon by the Grantor and the Grantee.

3. The easement herein granted shall extend for a period of 15 years from the date of this Agreement.

4. Grantee agrees that the effluent from said settling basin to be sprayed and discharged over said servient property and all procedures to effect such spraying and discharging shall at all times be in strict compliance with any permits required and/or issued by the Illinois Environmental Protection Agency, or any successor thereto, and with any applicable laws, ordinances, or regulations enforceable by any other state, federal, county or local governmental agency. Grantee further agrees that in the event a violation of any such permit or of any such law, ordinance or regulation exists at any time and continues for a period of not less than 24 months, the easement granted hereunder shall be automatically deemed to have been cancelled and terminated and Grantee shall thereupon be deemed to have forfeited all of its rights hereunder.

5. Grantee further agrees to hold Grantor harmless from any action which may be instituted by any person or party with respect to any claim of any nature arising out of the discharge of said effluent on the servient property, and Grantee agrees to defend and save Grantor harmless from any damages incurred by any person or party as a result of said spraying and discharging of effluent, including any damages arising from any pollution which may result therefrom; provided, however, that the normal spraying and discharging over and upon the servient property of effluent which has been subjected to treatment, as defined herein, in strict compliance with any permits required or issued by the Illinois Environmental Protection Agency, or any successor thereto, and with any other applicable laws, ordinances or governmental regulations (state, federal, county or local) shall not be deemed to have caused or resulted in any such damages insofar as the servient property or any use thereof made by the Grantor, or any successor to Grantor, is concerned.

6. In the event that, at any time during the term of this Agreement, Grantor shall desire to sell the servient property to a third party who submits a bona fide offer to purchase said property, then Grantor, at its election, shall either (a) offer to sell the said servient property to the Grantee hereunder at the then current appraised market value of said property, or (b) provide the Grantee for the balance of the term remaining under this Agreement with an alternative site for the discharge of said effluent, the closest boundary of which alternative site shall be not more than one mile from any boundary of the dominant property. For purposes of any such offer to sell the servient property to the Grantee hereunder, the current appraised market value of the servient property as of the time of Grantor's receipt of a bona fide offer from a third party shall be determined by a panel of three real estate appraisers who are members of the American Institute of Real Estate

Appraisers or a comparable association of appraisers. One of said appraisers shall be selected by the Grantor hereunder and one of said appraisers shall be selected by the Grantee hereunder, which said appraisers shall select the third of said appraisers. The charges of said appraisers shall be borne equally by the parties hereto.

In the event that Grantor elects to offer to sell said servient property to the Grantee hereunder in the manner aforesaid, the Grantee may decline to accept such offer and may decline to purchase said property, in which event Grantor may then proceed to sell said servient property to the third party who has submitted the aforementioned bona fide offer to Grantor, free and clear of the burden of the easement provided for in this Agreement and without any further responsibility on the part of the Grantor to the Grantee with respect to providing for the discharge of any effluent from said settling basin.

In the event that Grantor elects to provide Grantee for the balance of the term remaining hereunder with an alternative site for the discharge of said effluent in the manner aforesaid, such site shall not be deemed to be an acceptable alternative site for Grantee's purposes unless there shall be available to Grantee such rights of ingress and egress to such alternative site as shall be necessary for Grantee's purpose of discharging said effluent and unless there shall be available to Grantee the right to make whatever crossings are necessary with respect to the placing of such pipes as are needed in order for the Grantee to spray and discharge said effluent over and upon said alternative site.

7. Grantor agrees that all rights created herein may be freely assigned, conveyed, or otherwise disposed of without restriction by Grantee, provided, however, that the dominant property shall at all times be utilized as a settling basin for the treatment of animal waste from Grantee's livestock trading and marketing facility.

8. Grantor agrees that this Agreement shall be duly recorded in the appropriate Recorder's Office of Will County, Illinois, and in any other manner required by law, and that the easement granted hereunder shall run with the land of the Grantor described herein as the servient property and shall inure to the benefit of the Grantee during the fifteen-year term hereof, provided, however, that said easement shall be subject to termination at an earlier date in the manner described in paragraph 9 hereof.

9. Grantee agrees that the easement hereunder may be terminated prior to the original termination date upon written request by Grantor or any subsequent owner of the servient property in the event that the use of the servient property by Grantee or any successor to Grantee in the manner as hereinabove specified has been discontinued for a continuous period of not less than one year or in the event that Grantee or any successor to Grantee has substantially failed to comply with all of the conditions herein. Grantee or any such successor to Grantee may, after receipt of a termination request, either proceed to reactivate the use of the servient property for the discharge of effluent from said settling basin as provided herein within twelve months after receipt thereof, or shall, at the request of Grantor, terminate the easement granted hereunder.

10. The parties agree that the laws of the State of Illinois shall govern any and all legal questions or issues arising in connection with the construction, interpretation, or binding effect of any provision of this Agreement, provided, however, that this provision shall not be deemed to supersede any federal or local law, regulation or ordinance which may be applicable to any portion of the subject matter hereof.

11. The parties hereto agree that this Agreement may be amended at any time after its effective date by a subsequent written agreement executed by both of the parties hereto.

N WITNESS WHEREOF, the Grantor, pursuant to the Trust Agreement under which the aforesaid Trust No. 1210 was heretofore established, has caused its name to be signed to this instrument by its Trust Officer ~~President~~ and attested by its Assistant Secretary, with its corporate seal hereunto affixed, and the Grantee has caused its name to be signed to this instrument by its President and attested by its Secretary, with its corporate seal hereunto affixed, all on the day and year first above written.

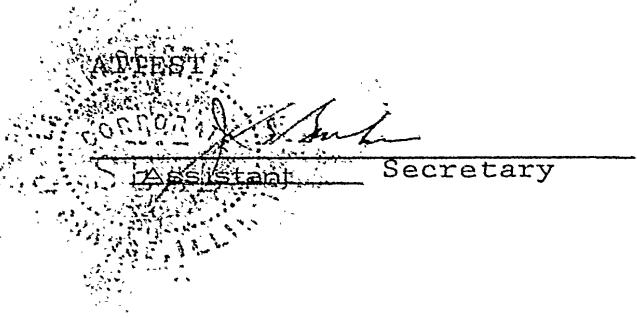
LA GRANGE STATE BANK, as Trustee under Trust No. 1210, Grantor

By *Charles [Signature]*
Trust Officer ~~President~~

THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., a Delaware corporation, Grantee

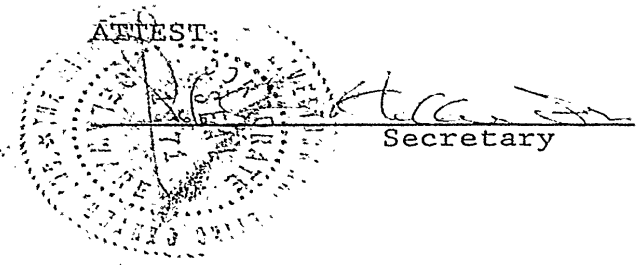
By *Barlan [Signature]*
President

ATTEST:



Assistant Secretary

ATTEST:



Secretary

THIS INSTRUMENT WAS PREPARED BY:
Fred H. Law, Jr.
111 West Washington Street
Chicago, Illinois 60602

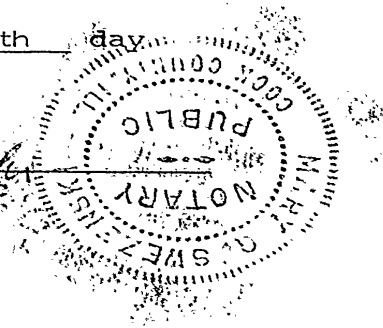
This Agreement is signed by the La Grange State Bank, not individually, but solely as Trustee, under a certain Trust Agreement known as Trust No. 1210. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result herefrom, shall be payable only out of any trust property which may be thereunder. Any and all personal liability of the La Grange State Bank, or any person interested beneficially or otherwise in said property is hereby expressly waived by the parties hereto and their respective successors and assigns.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Mary G. Swezenski, A NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles M. Jardine, ~~Trust Officer~~ President of LA GRANGE STATE BANK, and J. B. Burke, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ President and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of October, 1974.

Mary G. Swezenski
Notary Public

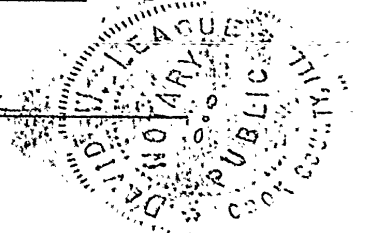


STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that G. HARLAN BANE, personally known to me to be the President of THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., a Delaware corporation, and JOHN C. ALLEN, JR., personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of October, 1974.

G. Harlan Bane
Notary Public



ILLINOIS BANK AND TRUST COMPANY