
COMMON ACCESS CROSS OVER EASEMENT AND INGRESS/EGRESS EASEMENT

This easement agreement is made by and between J. H. Bollweg Building Partnership and Mike and Megan Kodak.

R E C I T A L S:

- A. J. H. Bollweg Building Partnership is the owner of the parcel of land situated in DuPage County, Illinois, being more particularly described as P.P. #04-35-414-002, P.P. #04-35-414-003, and a portion of P.P. #04-35-414-007.
- B. Mike and Megan Kodak are the future owners of land situated in DuPage County, Illinois, being more particularly described as P.P. #04-35-414-001 and a portion of P.P. #04-35-414-007.
- C. J. H. Bollweg Building Partnership and Mike and Megan Kodak desire to have mutual access for ingress and egress to and from the locations designated on the Site Plan. If in the future, a parking lot is constructed by the owners of new combined P.P. Lots #04-35-414-002, #04-35-414-003 and a portion of Lot P.P. Lot #04-35-414-007, and this 24 ft ingress/egress easement is used for its access, the owners of this new parking lot will provide up to 10 parking spaces at no cost, except a portion of the snow removal charges to the owners of P.P. Lot #04-35-414-001 and a portion of P.P. Lot #04-35-414-007. Each owner will be responsible for the construction and maintenance of the ingress/egress and parking lot on their property.
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AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, Cornerstone and CDH (sometimes referred to herein as "grantors" or "grantees") as grantors and as grantees agree and covenant as follows:

SECTION 1 GRANT OF EASEMENTS:

Each party hereby grants, bargains, sells and conveys to the other a non-exclusive perpetual easement and right of way, in common with the grantor and others entitled to use the same, for the purpose of ingress and egress of pedestrian and vehicular travel to and from the grantee's land extending over, upon and across that portion of each grantor's land which is included within the area identified as the "Easement Area" on the Site Plan (the "Easement Area").

SECTION 2 EASEMENT USE:

A. The right to use the Easement Area herein created may be extended by the grantee to its customers, employees, tenants, subtenants, suppliers, contractors, business invitees and other persons having contact with the activities being conducted on the benefiting land.

B. No fence or other barrier shall be erected or permitted within or across the Easement Area which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit (i) the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, including the Easement Area, on the grantor's land, it being agreed by the parties, however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement Area by each grantee, or (ii) the construction of limited curbing or other forms of traffic controls along the outer perimeter of the Easement Area located on such grantor's lot, or (iii) if first approved by the benefiting parties, the construction of a median along a portion of the common boundary to separate traffic lanes. All such work shall be diligently prosecuted to completion. No vehicles shall be parked within the Easement Area.

C. No change shall be made in the Easement Area, nor shall either party relinquish the portion of the Easement Area located on its land.

D. Each grantor reserves the right to close off its portion of the Easement Area for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to taking such action, the grantor

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shall give written notice to the grantee of its intention to do so, and to the extent reasonably possible, the parties shall coordinate such closing so that the interruption in the use and enjoyment of the Easement Area is kept to a minimum.

E. Each grantor shall maintain all paved surfaces within its portion of the Easement Area in a good state of repair and a smooth, clean, orderly, safe condition,

G. It is expressly understood and agreed that no party assumes any liability for the negligent acts of any other party, its agents, servants, independent contractors, invitees, successors and assigns as it relates to construction, operation and/or maintenance of the Easement Area. Any party found responsible for any property or bodily injury by any court of competent jurisdiction shall indemnify, protect and hold harmless each other party from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever nature. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

SECTION 3 CONSTRUCTION:

Either of the Parcel owners desiring or required to construct the shared driveway (the "First Developer") shall obtain the other Parcel owner's prior written consent which shall not be unreasonably withheld or delayed for the plans and specifications for the shared driveway and the cost thereof. The shared driveway shall be constructed within the Easement Area, as provided

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herein. First Developer shall have and the other owner hereby grants a temporary construction easement to enter upon the affected portion of the Parcel adjacent to the First Developer's Parcel as may be reasonably necessary for the purpose of constructing the shared driveway which construction shall not unreasonably interfere with any work being performed on such Parcel. The temporary construction easement granted to the First Developer hereunder shall automatically terminate upon completion of the construction of the shared driveway or upon failure of the First Developer to comply with the terms and conditions set forth herein. Upon completion of construction of the shared driveway, the First Developer shall, at its cost and expense, restore any portions of the adjacent parcel disturbed by the First Developer to substantially the same condition as existed before such construction work. Prior to commencement of such work, the First Developer shall submit to the other Parcel owner, for review and approval by the Parcel other owner, which shall not be unreasonably withheld or delayed, plans and specifications for the construction of the shared driveway and a budget with respect thereto. The other Parcel Owner shall respond within fifteen (15) days of receipt thereof. In the event First Developer does not receive a response from the other Parcel within such period, the other Parcel owner's approval shall be deemed received by the First Developer. Upon development of the shared driveway, the maintenance with respect thereto shall pass to the owners of the respective Parcels. The other parcel owner shall pay fifty percent (50%) of the cost of construction of the shared driveway within thirty (30) days of demand thereof from the First Developer. If the other Parcel owner fails to pay such amount as provided herein, First Developer shall be entitled to a lien in the amount of fifty percent (50%) of the cost of construction, plus interest at First Developer's borrowing rate plus two percent (2%) until such amount is paid.

SECTION 4 NO LIENS:

No liens shall attach to either Parcel as a result of the obligations hereunder, other than the lien described in Section 3 above.

SECTION 5 MISCELLANEOUS:

A. If either party brings an action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs, in addition to any other relief granted.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the signatories hereto and the successors and assigns of each who become owners, respectively, of the respective Parcels; provided, however, that any liability or obligation of an owner hereunder as to future events shall terminate upon the transfer of such ownership interest and the assumption in writing by the transferee of the obligations set forth on the transferring party. All of the covenants and agreements set forth herein shall be covenants running with the land and binding upon the respective Parcels and the grantees and the grantees' heirs, representatives, successors and assigns.

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C. No breach of this Agreement shall entitle any grantor to cancel, rescind, or otherwise terminate the easement grant herein made; provided, however, the foregoing limitation shall not affect any other right or remedy a party may have with respect to a breach, including the right to restrain by injunction any violation or threatened violation of any of the terms of this Agreement, or to compel performance of any such terms.

D. All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

J.H. Bollweg Building Partnership

Mike and Megan Kodak

SECTION 6 NOT A PUBLIC DEDICATION:

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area or of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party person, not shall any third-party person be deemed to be a beneficiary of any of the provisions contained herein.

SECTION 7 EXCULPATION:

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of any grantor while in form purporting to be the representations, warranties, covenants, undertakings and agreements of such grantor are, nevertheless, each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by such grantor, or for the purpose or with the intention of binding such grantor personally, but are made and intended for the purpose only of subjecting such grantor's interest in its respective Parcel to the terms of this agreement and for no other purpose whatsoever, and in case of default hereunder by such grantor (or default through, under or by any of its beneficiaries, or any of the agents or representatives of the grantor or said beneficiaries), grantee shall look solely to the interests of such grantor in the grantor's Parcel; that no grantor nor any of the beneficiaries of any grantor which is a land trust shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained and no liability or duty shall rest upon any grantor which is a land trust to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, grantor, individually or personally, or against any of its beneficiaries or any of the beneficiaries under any land trust which may become the owner of any representation, warranty, covenant, undertaking or agreement of grantor in this agreement contained, either express or implied, all such personal liability, if any, being expressly waived and released by grantee and by all persons claiming by, through or under grantee.