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**This Document Prepared
By and Mail To:**

Miles Harris
732 S. Gunderson
Oak Park, IL 60304

Doc#: 0832422033 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/19/2008 01:37 PM Pg: 1 of 8

This Space reserved for Recorder

ACCESS EASEMENT AGREEMENT

This easement agreement is made this 13 day of ^{November} ~~October~~ 2008, by and between Tri State Transport Center LLC, an Illinois Limited Liability Company, (herein after referred to as "Party A") and Markcan LLC, an Illinois Limited Liability Company, (herein after referred to as "Party B").

- A. Whereas Party A is the owner of that certain real estate legally described as "Parcel A" as set forth in Exhibit A attached hereto and made a part hereof, and Party B is the owner of "Parcel B" as set forth in Exhibit A.
- B. Party B desires to obtain a non-exclusive easement for ingress and egress over and across a portion of "Parcel A" as set forth in Exhibit B (hereinafter referred to as "Easement Parcel") attached hereto and made a part hereof.
- C. Party A desires to grant a non-exclusive easement for ingress and egress over and across the "Easement Parcel".

Now, therefore, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Party A hereby grants, gives and conveys to Party B, its successors, assigns and/or heirs, a perpetual and non-exclusive easement, to and for the benefit of and appurtenant to "Parcel B" an easement over the "Easement Parcel" for ingress and egress of trucks, vans, automobiles and other vehicles and of pedestrians, subject to the following:

- A. Continuous Access: No barrier, curb, fence or other improvement on any portion of the "Easement Parcel" shall be erected which will prevent the use of the "Easement Parcel" for the purposes permitted herein.
- B. Construction and Maintenance of the "Easement Parcel": The parties agree that the cost and expense(s) incurred in connection with the construction and maintenance of the "Easement Parcel" shall be shared, with Party B paying one third (1/3) and Party A paying two thirds (2/3). Said share is based upon Party B owning 5 acres (+ or -)

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and Party A owing 10 acres (+ or -). In the event either party sells all, or a portion of their property, the purchaser thereof shall be responsible for that portion of the cost that bears in relation to the property purchased. (Example: Party A sells 8 acres of his 10 acres to Party C. The cost of maintenance would then be Party A (2/15), Party B (5/15) and Party C (8/15).

- C. **Mutual Indemnification:** Each party agrees to exonerate, indemnify and save the other party, their tenants, employees, customers and all persons claiming by or through them, harmless from and against all claims of whatever nature arising from any act, omission or negligence of the indemnifying party, or said party's servants, agents, licensees or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law.
- D. **Default:** The parties hereto shall in no event be in default in the performance of any of their respective responsibilities herein unless and until each or either of them shall have failed to perform such responsibility within 30 days (or such shorter time as maybe practicable in an emergency situation) after notice by the other party which notice shall set forth the obligation or responsibility of the party so being notified. In the event that a party defaults in the performance of its responsibilities or obligations, the non-defaulting party shall have the right to perform such responsibilities or obligations on behalf of the defaulting party and be reimbursed by the defaulting party upon demand for the reasonable costs thereof, together with the cost of collection and reasonable attorney's fees, plus interest at the rate of "Prime" plus two percent (2%) as charged by JP Morgan Chase Bank, N.A., its successor and/or assigns, provided said rate does not exceed the maximum rate of interest allowed by law. The non-defaulting party shall have the right to record a notice or claim of lien for the non-payment of any and all monies due said party against the property of the defaulting party if payment of same is not made within thirty (30) days from the date of notification. Upon receipt of full payment (or such reduced amount the claiming party is willing to accept), a release (in proper recording form) of any recorded lien will be issued from the claiming party and delivered to the defaulting party.
- E. **Successors in Interest:** The easement rights, obligations and covenants created herein are intended to and shall run with the land and be binding on all successors, assigns or heirs in interest in ownership of the property. Any transferee of any of the property covered by this agreement shall automatically assume and be bound by the burdens and obligations herein created running with the land.
- F. **Modification:** This agreement may not be modified in any respect, or rescinded in whole or in part, without the consent of the current owners of all the property covered by the agreement at the time of said modification.
- G. **Public Dedication:** Nothing herein contained shall be deemed to be a dedication of any portion of the property to the general public or for the use of the property by the

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general public. It is the intention of the parties that this agreement shall be strictly limited to and for the purposes set forth in the agreement.

- H. **Breach:** It is expressly agreed that a breach of this agreement shall not entitle any owner of any portion of the property to cancel, rescind or otherwise terminate this agreement nor shall such breach affect any other rights or remedies which such owner may have hereunder by reason of said breach of this agreement.
- I. **Injunctive Relief:** In the event of any breach, violation or threatened violation by any owner, tenant, licensee or employee of any portion of any of the Parcels of any of the provisions contained herein, in addition to the remedies herein provided, any owner shall have the right to enjoin such breach, violation or threatened violation in a court of competent jurisdiction. The party against whom the judgment is entered in said legal proceedings shall pay the court costs and the reasonable fees of the attorney(s) for the prevailing party in any legal proceedings seeking relief.
- J. **Validity and Severance.** If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.
- K. **Release.** The owner of each Parcel hereby releases the owner of the other Parcel to the extent of the released owner's insurance coverage, from any personal injury or loss or damage and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, however caused, including such fire or other casualty caused by the fault or negligence of the other parties, or any persons claiming under them; provided, however, this release shall not be operative in any case where the effect thereof is to invalidate such insurance coverage.
- L. **Governing Law:** This agreement shall be governed and construed in accordance with the laws of the State of Illinois.
- M. **Notices:** All notices, demands, requests, consents, approvals, offers, agreements or other documentation required under this agreement or by law by any party to the other party(s) shall be addressed as follows:

To Party A: Tri State Transport Center LLC
311 Hudson Avenue
Clarendon Hills, Illinois 60514
Attn: Craig Sesemann

To Party B: Markcan, LLC
P. O. Box 276
Oak Forest, Illinois 60452
Attn: Kent Bobb

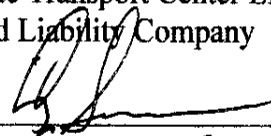
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Any party may change its address for notice purposes by giving notice in the manner set forth in this section. In the event of the transfer of the property, or any portion thereof, by any party, contact information of the transferee is required to be sent by notice in the manner set forth in this section.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above:


PARTY A

Tri State Transport Center LLC, an Illinois Limited Liability Company

By: 
Name: CRAIG SESEMANN
Title: MANAGER

PARTY B

Markcap LLC, an Illinois Limited Liability Company

By: 
Name: Kevin B Bess
Title: MEMBER

Property of Cook County Clerk's Office

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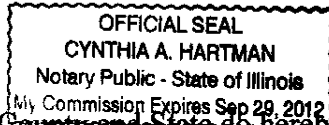
STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County and State do hereby certify that Craig Sesemann, being personally known to me to be the same person whose names were subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of November 2008

Cynthia Hartman

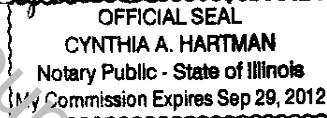
STATE OF ILLINOIS) SS
COUNTY OF COOK)



I, the undersigned, a notary public in and for said County and State do hereby certify that Kenton Bobb, being personally known to me to be the same person whose names were subscribed to the foregoing instrument, appearing before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of November 2008

Cynthia Hartman



Prepared by:
Miles Harris
732 S. Gunderson
Oak Park, Il. 60304

Return to:
Craig Sesemann
311 Hudson Avenue
Clarendon Hills, Il. 60515

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EXHIBIT A

Parcel A:

THE NORTH 1/2 OF EACH OF THE LOTS 3 AND 4 AND LOTS 1 AND 2 (EXCEPT THE SOUTH 629.31 FEET OF SAID LOTS 1 AND 2) ALL IN W. K. GORE'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19), ALL IN COOK COUNTY, ILLINOIS.

Parcel B:

THE NORTH 1/2 OF LOTS 5 AND 6 IN W. K. GORE'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19), ALL IN COOK COUNTY, ILLINOIS.

TAX NUMBERS ARE

29 19-310-011	AFFECTS	LOTS	1 and 2
29 19-310-015	AFFECTS	LOT	3
29 19 310 -013	AFFECTS	LOT	4

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EXHIBIT B

THE SOUTH 33 FEET OF THE NORTH 1/2 OF LOTS 3 AND 4, TOGETHER WITH THAT PART OF LOT 2 LYING NORTH OF THE SOUTH 629.31 FEET OF SAID LOT 2 AND LYING SOUTH OF THE EXTENSION EAST OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID NORTH 1/2 OF LOTS 3 AND 4, TOGETHER WITH THE NORTH 33 FEET OF THE SOUTH 662.31 FEET OF LOT 1, ALL IN W.K. GORE'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4) IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

SITE PLAN

SEE ATTACHED

