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96914917

THIS DOCUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

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KRW File No. 07056.17000

DEPT-01 RECORDING \$37.00  
T0012 TRAN 3255 12/03/96 15:09:00  
13879 DT \*--96-914917  
COOK COUNTY RECORDER

## LOADING DOCK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into at Chicago, Illinois as of the 27<sup>th</sup> day of November, 1996 by and between ENGINEERED ABRASIVES, INC., an Illinois corporation ("Grantee") and CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation ("Grantor").

### RECITALS:

A. Grantee is the legal title holder of the premises described on Exhibit "A" ("Parcel A"). Grantor is the legal title holder of the premises described on Exhibit "B" ("Parcel B"). Parcel A and Parcel B are hereinafter sometimes individually referred to as a "Parcel" and collectively as "Parcels".

B. Grantor desires to establish for the benefit of Grantee, certain easements, rights, privileges, and restrictions in order to provide for access to and use of the loading dock located on that portion of Parcel B described in Exhibit "C" (the "Easement Parcel").

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement. Subject to the provisions of Paragraph 5 hereinafter, Grantor hereby grants and conveys to the Grantee a perpetual, non-exclusive easement for ingress and egress in, to, under, over, upon and through the Easement Parcel, exclusively for the use of the loading docks located thereon and available for the common use of the occupants of Parcel B (the "Loading Docks"). Grantee shall abide by all reasonable rules and regulations imposed by Grantor or any subsequent owner of Parcel B with respect to Grantee's use of the Easement Parcel and the Loading Docks.

2. Maintenance, Repairs, Replacements and Improvements. Grantor shall maintain, repair, and replace all improvements located on the Easement Parcel. Grantee shall pay thirty-three percent (33%) of the reasonable costs associated with the maintenance, repair and replacement of the Easement Parcel and the improvements thereon. If maintenance, repairs or replacements are required to be made to the loading docks and other improvements located on the Easement Parcel, Grantee may demand that Grantor make the same forthwith. If Grantor refuses or neglects to commence such repairs and to complete the same with reasonable dispatch after such demand, then Grantee may (but shall not be required to do so) make or cause such maintenance, repairs and replacements to be made and shall not

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be responsible to Grantor for any loss or damage that may accrue to Grantor by reason thereof other than for loss or damage due to the negligence or willful act of Grantee. If either Grantee or Grantor makes or causes necessary maintenance, repairs or replacements to be made, the owner of the other Parcel agrees that it will forthwith, on demand, pay its share of the cost thereof, and if it shall default in such payment, the owner of the other Parcel shall be entitled to institute proceedings at law or equity to recover all of its damages.

3. Mutual Indemnification. The parties agree to exonerate, indemnify and save each other harmless and their respective officers, directors, members, employees, and all persons claiming by or through them, from and against all claims of whatever nature (i) arising from any act, omission or negligence of the other party, or such party's contractors, licensees, agents, servants, or employees; or (ii) 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, resulting from any act or neglect of a party or a party's contractors, licensees, agents, servants or employees. This indemnity and hold harmless provision shall include indemnity against all costs, expenses and liabilities, including reasonable attorneys' fees, incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

4. Default. The parties hereto shall in no event be in default in the performance of any of their respective obligations hereunder unless and until each or either of them shall have failed to perform such obligation within thirty (30) days (or such shorter time as is practicable to correct any such default in an emergency circumstance or in the event of an obstruction of Grantee's access to and use of the Easement Parcel, or longer time as may be necessary, provided such party is diligently pursuing a remedy) after notice by the other party which notice shall properly specify the failure to perform any such obligation.

5. Termination of Easement. The easement granted hereby shall be automatically terminated at such time as Grantor elects, in Grantor's sole option, to provide for the construction of a loading dock reasonably acceptable to Grantee on Parcel A. Grantor may then execute and record an extinguishment of the easement herein granted.

6. General Provisions.

(a) Successors and Assigns. Notwithstanding any other covenant or agreement contained herein, the easements, covenants, rights, privileges, benefits and obligations created hereby shall run with the land and inure to the benefit of and be binding upon the parties hereto, their successors and assigns, tenants, subtenants, licensees, concessionaires, suppliers, customers, employees, agents and invitees; provided, however, that upon the transfer of ownership of either of the Parcels, the liability of the transferor for breach of any covenant or obligation occurring thereafter shall automatically terminate.

(b) Injunctive Relief. In the event of any violation or threatened violation by any owner, lessee, or tenant from time to time of any portion of either Parcel of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any owner of a Parcel shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

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(c) Modification Provisions. This Easement Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except as set forth in Paragraph 5 or otherwise with the written consent of the owners of both Parcels.

(d) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(e) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any owner of the Easement Parcel to cancel, rescind or otherwise to terminate this Easement Agreement, but such limitation shall not affect in any manner, any other rights or remedies which such owner may have hereunder by reason of any breach of this Easement Agreement. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against such owner of any of said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(f) Validity and Severance. If any clause, sentence or other portion of this Easement 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.

(g) Non-Exclusive Rights. Grantor expressly reserves and retains the right to use, or to grant to others the right to use, the surface and subsurface of, and the air space above the Easement Parcel for all lawful purposes not inconsistent with the use of the Easement Parcel pursuant to this Easement Agreement, including without limitation within such reservation the right to pass over the Easement Parcels by vehicle or by foot and to install utilities, but in no event shall Grantor unreasonably interfere with the rights of Grantee hereunder. Grantee shall use the Easement Parcel and Loading Docks in common with other occupants and tenants of Parcel B and Grantee shall not impede the concurrent use of the Loading Docks and Easement Parcel by such occupants and tenants. Grantor shall not be liable to Grantee for acts of third parties (including, without limitation, acts of tenants of Parcel B) which impede Grantee's use of the Loading Docks and the easement herein granted. The use of the Loading Docks herein granted is on an "as is, where is" basis and Grantor shall not be liable to Grantee for the damage or destruction of the Loading Docks or other improvements in the Easement Parcel or for any interruption in Grantee's use of the Loading Docks or the easement herein granted not caused by Grantor.

(h) Release. The owner of each Parcel hereby releases the owner of the other Parcel to the extent of its 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 party, or any persons claiming under it; provided, however, this release shall not be operative in any case where the effect thereof is to invalidate such insurance coverage.

(i) Laws and Regulations. The easement herein granted shall be subject to all lawful requirements, including zoning and local laws and ordinances regarding subdivisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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GRANTEE:

ENGINEERED ABRASIVES, INC., an Illinois corporation

By: Michael J. Wen  
Its: PRES.

SIGNATURES CONTINUED ON NEXT PAGE

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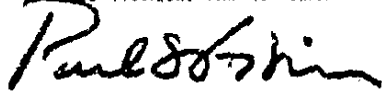
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SIGNATURES CONTINUED FROM PRECEDING PAGE

GRANTOR:

CENTERPOINT PROPERTIES  
CORPORATION, a Maryland corporation

By:   
Its: Vice President and Treasurer

By:   
Its: CFO

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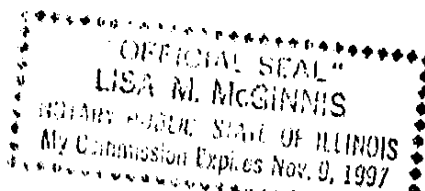
STATE OF ILLINOIS )
COUNTY OF COOK )

I, Lisa M. McGinnis, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that R.O. Kottka, as Vice President and Treasurer and Paul S. Fisher, as CFO of CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Treasurer and CFO of said corporation, 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1996.

[Signature]
Notary Public

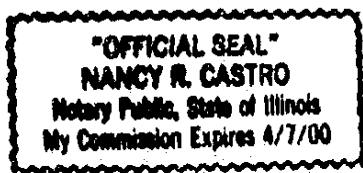
STATE OF ILLINOIS )
COUNTY OF COOK )



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I, Nancy R. Castro, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Wen, as President, of ENGINEERED ABLASIVES, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of November, 1996.



[Signature]
Notary Public

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OFFICIAL SEAL  
NANCY R. CASTRO  
County Public State of Illinois  
My Commission Expires 12/31/2011

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## EXHIBIT "A"

### PARCEL A

LOT 12 IN BERG AND ZUIDEMA'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN IPEMA'S FIFTH ALSIP INDUSTRIAL SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 20 ACRES THEREOF) AND (EXCEPT THE SOUTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS

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Address: 5800 W. 118th Street  
Worth, Illinois 60482

PIN: 24-20-404-008-0000 (Includes Parcel B)

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## EXHIBIT "B"

### PARCEL B

LOTS 9, 10 AND 11 IN BERG AND ZUIDEMA'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN IPEMA'S FIFTH ALSIP INDUSTRIAL SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 20 ACRES THEREOF) AND (EXCEPT THE SOUTH 10 ACRES THEREOF) IN COOK COUNTY, ILLINOIS

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Address: 11731 S. Mayfield  
Worth, Illinois 60482

PIN: 24-20-404-008-0000 (includes Parcel A)

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## EXHIBIT "C"

### EASEMENT PARCEL

THE SOUTH 49.00 FEET OF THE WEST 49.00 FEET OF THE EAST 87.00 FEET OF LOT 11 AND THE NORTH 14.78 FEET OF THE SOUTH 49.00 FEET OF THE EAST 38.00 FEET OF LOT 11, ALL IN BERG AND ZUIDEMA'S RESUBDIVISION OF LOTS 2, 3, 4, AND 5, IN IPEMA'S 5th ALSIP INDUSTRIAL SUBDIVISION OF THE EAST ½ OF THE WEST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 20 ACRES THEREOF AND EXCEPT THE SOUTH 10 ACRES THEREOF, IN COOK COUNTY, ILLINOIS.

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Address: 11731 South Mayfield  
Worth, Illinois 60482

P.I.N.: 24-20-404-008-0000 (includes Parcel A and Parcel B)

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