

CROSS ACCESS EASEMENT AGREEMENT

WITNESSETH:

This Cross Access Easement Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021, by and between George C. Bravos, as Trustee of the George C. Bravos Declaration of Trust dated August 10, 2005, and known as Trust No. 118318-07 ("Owner") and Jose Linares ("Adjacent Owner 1") and E Print & Copy Inc., an Illinois corporation, f/k/a R.L.E. Printing, Inc. ("Adjacent Owner 2").

WHEREAS, Owner owns certain property legally described in Exhibit A hereto ("Owner's Property") within the corporate limits of the Village of Romeoville ("Village"), and is required under the terms of a certain settlement agreement with the Village approved on _____, 2021 (the "Settlement Agreement") to grant a cross access easement to Adjacent Owner 1 and Adjacent Owner 2 to facilitate the use and development of the properties respectively owned by Adjacent Owner 1 and Adjacent Owner 2 legally described in Exhibit B hereto (collectively, the "Adjacent Properties", and individually, such properties may be respectively referred to as "Adjacent Property 1" and "Adjacent Property 2"); and

WHEREAS, the portion of Owner's Property over which the above-referenced cross access easement is to be granted is described in Exhibit C (the "Easement Premises"); and

WHEREAS, in satisfaction of its obligations under the Redevelopment Agreement and in consideration of the terms and conditions thereof, Owner is willing to grant such a cross access easement to Adjacent Owner 1 and Adjacent Owner 2, all pursuant to and subject to the terms of this Agreement hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Owner and Village hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.
2. Grant of Easement. Subject to the terms and provisions of this Agreement, Owner hereby grants to Adjacent Owner 1 and Adjacent Owner 2 and their respective successors, assigns and

invitees a non-exclusive permanent easement over, through and across the Easement Premises for the purposes of providing vehicular and pedestrian ingress, egress and access over through and across the Easement Premises to and from the Adjacent Properties and Illinois Route 53. Adjacent Owners at their sole cost and expense shall be responsible to restore all surface damage to the Easement Premises resulting from their use of the Easement Premises for the conduct of any of the foregoing activities, excluding ordinary wear and tear thereon, but subject to the foregoing, Owner shall be responsible for maintaining the Easement Premises (including all pavement maintenance, sealcoating, resurfacing and snow removal), and a portion of the cost and expense of the same shall be billed by the Owner to the Adjacent Owners, with Adjacent Owner 1 and Adjacent Owner 2 each being responsible for one-third of the cost incurred by Owner for maintaining the Easement Premises in compliance with all applicable laws, ordinances and regulations of governmental agencies having jurisdiction, including but not limited to the ordinances of the Village of Romeoville. Owner shall be responsible for the remaining one-third of the cost incurred by Owner for so maintaining the Easement Premises.

3. Owner's Retained Rights. Notwithstanding the grant of easement set forth in Section 2 above, Owner retains all rights within the Easement Premises to use the Easement Premises for all purposes that do not interfere with or prevent the Adjacent Owner's contemplated use of the Easement Premises, including but not limited to the use of the Easement Premises by Owner as and for the location of utility lines, pavement, landscaping and/or lighting to serve Owner's Property. Owner acknowledges that the rights retained in this Section 3 do not include the right to construct a permanent building over the Easement Premises.
4. Notice of Work. Except in bona fide emergency situations, Owner shall provide Adjacent Owners with reasonable written notice of its intention to perform work within the Easement Premises if such work interferes with the Adjacent Owners' use of the Easement Premises.
5. Indemnification. Adjacent Owners hereby indemnify, defend and hold harmless Owner and its employees and agents and its tenants of and from any and all liabilities, claims, damages, costs, expenses or judgments resulting from their respective use of the Easement Premises as contemplated herein, provided, however, that the foregoing shall not require Adjacent Owner 1 to indemnify Owner for Adjacent Owner 2's use of the Easement Premises, and shall

likewise not require Adjacent Owner 2 to indemnify Owner for Adjacent Owner 1's use of the Easement Premises.

IN WITNESS WHEREOF, Owner and Adjacent Owner 1 and Adjacent Owner 2 have executed this Agreement all as of the date and year first above named.

“OWNER”

George C. Bravos, as Trustee of the George C. Bravos Declaration of Trust dated August 10, 2005, and known as Trust No. 118318-07

BY:_____

ATTEST:_____

“ADJACENT OWNER 1”

Jose Linares

BY:_____

ATTEST:_____

“ADJACENT OWNER 2”

E Print & Copy Inc., an Illinois corporation,
f/k/a R.L.E. Printing, Inc.

BY:_____

ATTEST:_____

Owner's Acknowledgement

State of Illinois)
) ss.
County of)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that George C. Bravos, personally known to me to be the Trustee of the George C. Bravos Declaration of Trust dated August 10, 2005, and known as Trust No. 118318-07, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee of said Trust, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as Trustee of said Trust for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this __ day of _____, 2021.

Notary Public

My commission expires: _____

Adjacent Owner 1's Acknowledgement

State of _____)
 _____) ss.
 County of _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Jose Linares, 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 and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth; and on his oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this __ day of _____, 2021.

Notary Public

My commission expires: _____

Adjacent Owner 2's Acknowledgement

State of _____)
) ss.
County of _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of E Print & Copy Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act as such _____ and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his/her oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this ____ day of _____, 2021.

Notary Public

My commission expires: _____

Exhibit A—Legal Description of Owner's Property

PIN 11-04-03-103-039-0000

LOT 2 OF ROMEO ROAD RESUBDIVISION OF LOT 23 IN BLOCK 1 IN THE RESUBDIVISION OF HAMPTON PARK SUBDIVISION NO. 11, IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1977 AS DOCUMENT NO. R77-14489, EXCEPTING THEREFROM THE FOLLOWING THREE TRACTS:

TRACT ONE: THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 180.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 2 A DISTANCE OF 95.00 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 180.00 FEET TO A POINT ON THE EAST LINE OF LOT 2; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 2, BEING ALSO THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 53, A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING;

TRACT TWO: THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2, BEING ALSO THE WEST LINE OF ILLINOIS ROUTE 53, A DISTANCE OF 129.75 FEET (129.82 FEET MEASURED) FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG THE EAST LINE OF LOT 2 AND THE WEST LINE OF ILLINOIS ROUTE 53, A DISTANCE OF 110.50 FEET TO THE SOUTHERNMOST NORTH LINE OF LOT 2; THENCE WEST, ALONG THE SOUTHERNMOST NORTH LINE OF LOT 2, A DISTANCE OF 180.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 2, A DISTANCE OF 110.50 FEET; THENCE EAST, PARALLEL WITH THE SOUTHERNMOST NORTH LINE OF LOT 2, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING;

TRACT THREE: THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERNMOST NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH, ALONG THE EAST LINE OF LOT 2, A DISTANCE OF 283.00 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 15.0 FEET; THENCE ON A DEFLECTION ANGLE TO THE NORTHWEST OF 54 DEGREES 29 MINUTES 10 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 251.20 FEET; THENCE ON A DEFLECTION ANGLE TO THE NORTH OF 33 DEGREES 33 MINUTES 15 SECONDS FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 73.0 FEET TO THE NORTH LINE OF LOT 2; THENCE EAST ALONG THE NORTH LINE OF LOT 2, A DISTANCE OF 163.5 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

Commonly known as 318-340 North Independence Boulevard, Romeoville, Illinois

Exhibit B—Legal Description of Adjacent Properties (Adjacent Property 1 and Adjacent Property 2)

Adjacent Property 1 Legal Description

PIN 11-04-03-103-037-0000

That Part of Lot 2 in Romeo Road Resubdivision of Lot 23 in Block 1 in the Resubdivision of Hampton Park Subdivision Number 11, in the Northwest Quarter of Section 3, Township 36 North, Range 10, East of the Third Principal Meridian, recorded as Document Number R77-14489, described as follows:

Commencing at the southeast corner of said Lot 2; thence north along the west line of Illinois Route 53, having an assumed bearing of North 00 degrees 00 minutes 00 seconds East, a distance of 129.82 feet (measured), for a Place of Beginning; thence North 00 degrees 00 minutes 00 seconds East, along the west line of Illinois Route 53, a distance of 110.50 feet; thence South 88 degrees 04 minutes 08 seconds West (measured), a distance of 180.00 feet; thence South 00 degrees 00 minutes 00 seconds West, parallel with the west line of Illinois Route 53, a distance of 110.50 feet; thence North 88 degrees 04 minutes 08 seconds East, a distance of 180.00 feet, to the Place of Beginning, in Will County, Illinois.

Adjacent Property 2 Legal Description

PIN 11-04-03-103-035-0000

That part of Lot 2 in Romeo Road Resubdivision of Lot 23 in Block 1 in the Resubdivision of Hampton Park Subdivision No. 11 in the Northwest Quarter of Section 3, Township 36 North, Range 10 East of the Third Principal Meridian recorded as Document No. R77-14489 in Will County, Illinois described as follows:

Beginning at the southeast corner of said Lot 2; thence westerly along the south line of said Lot 2, a distance of 180.00 feet; thence northerly along a line parallel with the east line of said Lot 2, a distance of 95.00 feet; thence easterly along a line parallel with the south line of said Lot 2, a distance of 180.00 feet to a point on the east line of said Lot 2; thence southerly along said east line of Lot 2 being also the west right of way line of Illinois Route 53, a distance of 95.00 feet to the Place of Beginning.

Exhibit C—Legal Description of Easement Premises

That part of Lot 2 of Romeo Road Resubdivision of Lot 23 in Block 1 in the resubdivision of Hampton Park Subdivision No. 11, in the Northwest Quarter of Section 3, Township 36 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded May 6, 1977 as Document No. R77-014489, described as follows: Commencing at the southeast corner of said Lot 2; thence westerly along the south line of said Lot 2 a distance of 180.00 feet, to the west line of property conveyed per Document No. R1999-077042; thence northerly along said west line being parallel with the east line of said Lot 2 a distance of 95.00 feet, to the north line of said property conveyed per Document No. R1999-077042 and the point of beginning; thence easterly along said north line being parallel with the south line of said lot 2 a distance of 180.00 feet, to a point on the east line of said Lot 2; thence northerly along said east line of Lot 2 a distance of 34.82 feet, to the south line of [property conveyed per Document No. R2006-136436; thence westerly along said south line 180.00 feet, to the southwest corner of said property conveyed per Document No. R2006-136436, said corner being 110.50 feet south of the easternmost north line of said Lot 2, as measured along a line parallel with the east line of said Lot 2 through a point on said easternmost north line 180.00 feet west of the east line of said Lot 2, as measured along said easternmost north line, thence southerly 28.75 feet, to the point of beginning, in Will County, Illinois.

Affects PIN 11-04-03-103-039-0000

