

**FRED BUCHOLZ****DUPAGE COUNTY RECORDER**

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NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT

THIS NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT is made this 3rd day of November, 2014, by and between **MEIJER STORES LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544, hereinafter referred to as "Meijer", and **LAND OF LEARNING MONTESSORI, LLC**, an Illinois limited liability company, whose address is 432 Belvedere Lane, Aurora, Illinois 60502, hereinafter referred to as "Developer". Meijer and Developer when referred to together are sometimes hereinafter referred to as the "Parties".

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RECITALS

A. Pursuant to a certain Real Estate Option Contract executed by and between the Parties (with Meijer as Seller and Developer as Buyer), Developer is or is about to become the fee simple owner of a certain parcel of land located in the City of Aurora, DuPage County, Illinois. Said parcel of land is located on Liberty Street, and is hereinafter referred to as the "Developer Parcel". The Developer Parcel contains approximately 3.786 acres of land and is legally described on the attached Exhibit A.

B. Meijer or an affiliated entity is the fee simple owner of a certain parcel of land located in the City of Aurora, DuPage County, Illinois, which parcel of land is hereinafter referred to as the "Meijer Parcel". The Meijer Parcel contains approximately 29 acres of land and is located south and west of the intersection of 26th Street and Liberty Street in City of Aurora.

C. The Developer Parcel and the Meijer Parcel (the "Parcels") adjoin one another: the Developer Parcel is bordered on its southern and eastern boundary lines by the Meijer Parcel.

D. Meijer has previously constructed driveway(s) located east of the Developer Parcel to allow for the ingress and egress of persons and vehicles to the Meijer Parcel from Liberty Street.

E. Meijer has agreed to grant Developer a perpetual, nonexclusive access easement over and across the portion of the access drive which legally described on Exhibit B,

attached hereto, and approximately shown on **Exhibit C**, attached hereto, between Liberty Street and the Developer Parcel (hereinafter referred to as the "Easement Area") in order to permit the ingress and egress of persons and vehicles, between the Developer Parcel and Liberty Street. Meijer has also agreed to allow Developer to construct two curb cuts onto the Easement Area as contemplated herein.

F. The prior deed reference for the property that is encumbered by this Easement Agreement is recorded as Instrument #R2001-009864 in the DuPage County, Illinois Records.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Easement Agreement by the Parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Ingress and Egress Easement. Meijer hereby grants to Developer (for the benefit of the Developer Parcel) a perpetual, non-exclusive easement over and across the access drive within the Easement Area, which is legally described on **Exhibit B** and located approximately as shown on **Exhibit C**, for the sole purpose of permitting the ingress and egress of persons and vehicles between the Developer Parcel and Liberty Street. Developer acknowledges that neither the Easement Area nor any portion of the Meijer Parcel may be used for parking or for the loading, unloading, backing up or turning around of delivery vehicles.

2. Encumbrances. The easement herein granted to Developer is made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Developer acknowledges that Meijer may grant other easements and encumbrances over and across the Easement Area that do not interfere with Developer's use of the Easement Area in accordance with this Easement Agreement.

3. Reservation of Rights.

(a) Meijer's Reservation. Meijer hereby reserves for itself, its successors and assigns, the right to use the Easement Area for any purpose which is not inconsistent with Developer's use of the Easement Area for ingress and egress, including, but not limited to, the right to use the Easement Area for the installation of underground utility lines. Developer specifically acknowledges that Meijer uses and intends to use the Easement Area for a main entry drive servicing a commercial development on the Meijer Parcel including additional future outlots on the Meijer Parcel, and Developer agrees that such use does not and will not constitute an overburdening of the easement or interference with Developer's use of the Easement Area irrespective of the amount of traffic generated by such businesses.

(b) Temporary Interruption. Meijer hereby reserves the right to close off the Easement Area for such reasonable period or periods of time as may be required in connection with: (i) any necessary repairs to the pavement of the Easement Area; (ii) installation or maintenance of utility lines across and under the Easement Area. Meijer shall, except in the case

of an emergency, coordinate the closing with Developer so that there is no unreasonable interference with the operation of the improvements on the Developer Parcel.

(c) Reconfiguration of Easement Area. Meijer hereby reserves for itself, and its successors and assigns, the right to relocate/reconfigure the Easement Area between Road and the curb cuts to the Developer Parcel, so long as a commercially reasonable convenient avenue of access is provided between Liberty Street and the Developer Parcel. Meijer agrees to coordinate any such relocation/reconfiguration with Developer so as to minimize any interference with the operations on the Developer Parcel. In the event of any such relocation or reconfiguration, Meijer may unilaterally amend this Easement Agreement to describe the new location and dimensions of any such revised Easement Area if necessary.

4. Construction.

(a) Construction. Developer may, at its expense, construct two curb cuts and related improvements onto the Easement Area, in the locations shown on **Exhibit C**. Developer shall also be responsible for the construction of any improvements to the Easement Area and public right of way(s) required by the applicable governmental authorities or Meijer arising out of the development of the Developer Parcel, subject to Meijer's right to review all plans and specifications therefor as provided herein. The foregoing construction shall be performed by Developer in connection with its development of the Developer Parcel. The foregoing construction shall be performed by Developer in accordance with the plans referenced below and in connection with its development of the Developer Parcel. Such construction shall be performed at the sole cost and expense of Developer, and Meijer shall not be obligated to pay for any of such work. Developer shall be responsible for obtaining and complying with all necessary governmental approvals and permits with respect to such improvements. The improvements contemplated in this Paragraph 4(a) shall be hereinafter referred to as the "Improvements".

(b) Review of Plans. Developer shall not begin construction of, or subsequently modify the construction plans for the Improvements until such time as Meijer is provided with, and approves in writing, all such engineering drawings, plans, specifications and other information as Meijer may reasonably require. Meijer shall not unreasonably delay or withhold its approval of such plans, drawings and specifications.

Developer acknowledges that Meijer shall not be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove or failure to review any proposal submitted pursuant to this Agreement. No approval shall be considered an approval of the plans, drawings and/or specifications from an engineering perspective or a determination that they meet building, environmental or engineering design standards, are in compliance with applicable covenants or governmental requirements, or that any improvements contemplated therein have been built in accordance with such plans, drawings and/or specifications.

(c) Workmanship and Protection of Existing Utility Lines. Developer agrees that all construction of the Improvements shall be performed in a good and workmanlike manner, with first-class materials and in accordance with the plans and specifications referenced herein and

all applicable laws, rules, ordinances and regulations. In addition, Developer shall not complete any construction work or in any way interfere with traffic flow on the Meijer Parcel between November 15 and December 31 without the prior written consent of Meijer. Developer shall not block the traffic flow within the Easement Area during the construction work. Developer shall pay all costs, expenses, liabilities and liens arising out of or in any way connected with such construction. Developer agrees that any existing utility lines located within the Easement Area and the area of the curb cuts shall be field located and protected and there shall be no interruption whatsoever of the utility services provided by the existing utility lines as a result of any construction activities by Developer and its contractors or subcontractors. Developer acknowledges that even if Meijer provides copies of utility plans to assist in locating such utility lines, Meijer does not represent the accuracy of such plans and Developer remains responsible for determining which utility lines exist in such areas and the location of such lines.

(d) Construction Liens. In the event any construction lien is filed against the Meijer Parcel, or any part thereof, in connection with any work performed by or on behalf of Developer pursuant to this Easement Agreement, Developer shall either pay or cause to be paid the same and have said liens discharged of record, promptly, or shall take such action as may be required to reasonably and legally object to such lien, or to have the lien removed from the property, and in all events shall have such lien discharged prior to the foreclosure of such lien. In the event Developer fails to comply with the terms of this Paragraph 4(d), Meijer shall have the right to pay-off said construction liens, whereupon Developer shall, within ten (10) days of the receipt of written demand therefor, reimburse Meijer for the entire cost of paying said liens, together with interest on such amount computed at the rate of eight (8%) percent per annum, calculated monthly, from the date of any such expenditure by Meijer to the date of payment. Upon Meijer's request, Developer shall, at Developer's expense, furnish such security as may be required to and for the benefit of Meijer and its mortgagees, if any, or any title insurance company designated by Meijer, to permit a report of title to be issued relating to the Meijer Parcel, without showing thereon the effect of such lien or insuring over such lien.

(e) Cleanup. During the completion of the construction of the Improvements and during the development of the Developer Parcel, Developer shall be responsible for regularly cleaning the Easement Area and Meijer Parcel of dirt and debris caused by Developer's construction activities. Upon completion of the construction of the Improvements, Developer shall restore all areas disturbed during construction to their condition prior to construction.

(f) License. Meijer and Developer agree that to the extent that any party must enter upon the property of any other party in order to perform any right or obligation hereunder, the owner of such property hereby grants the party a license to enter and perform such right or obligation.

5. Maintenance; Manner of Work. With the exception of Developer's obligations under Paragraphs 4(a) and 4(e) above, and with the exception of any damage to the Easement Area other than reasonable wear and tear caused by Developer, Meijer shall maintain the access drive within the Easement Area in good order, appearance and repair (patching, restriping and removing of snow and ice as part of the maintenance of the drives on the Meijer Parcel). Developer agrees to maintain the curb cuts to the Developer Parcel within the Easement

Area and any green space between the eastern boundary of the Developer Parcel and the Access Drive, in good order, appearance and repair.

6. Payment of Annual Maintenance Fee by Fee Owner of Developer Parcel. In exchange for Meijer's agreement to maintain the Easement Area as provided herein, Developer agrees to pay Meijer a maintenance fee (the "Maintenance Fee"), by January 15 of each year to cover costs for the calendar year in which the Maintenance Fee is paid. The obligation to pay the Maintenance Fee shall be a covenant that runs with the Developer Parcel. The 2015 calendar year Maintenance Fee shall be Three Thousand Dollars (\$3,000.00) and shall be paid upon execution of the Easement Agreement. The Maintenance Fee shall be increased by fifteen percent (15%) every five (5) years. Payment shall be made to the order of Meijer and mailed to: Meijer, Attention: Cash Office, 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544. Failure to provide payment to Meijer within ten (10) days after receipt of written notice from Meijer of Developer's failure to pay shall be deemed a material breach of this Easement Agreement.

7. Developer's Insurance Requirements. At all times during the term of this Agreement, Developer shall purchase and maintain the following insurance coverages: (i) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time. (ii) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars single limit. (iii) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement. (iv) Employers' Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000.00). Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, Michigan 49501-3280. Insurance policies shall afford primary coverage and contain a provision that the coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department. All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better. Compliance by Developer with the requirements in this Paragraph 7 (Developer's Insurance Requirements) as to carrying insurance and furnishing proof thereof to Meijer shall not relieve Developer of its indemnity obligations under Paragraph 9 (Indemnification). Indemnity obligations in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured. Failure to comply with all insurance requirements shall be deemed a material breach of this Agreement. However, failure to provide evidence of existing insurance shall constitute a

material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

8. Insurance Requirements for Developer's Contractors and Subcontractors.

Prior to commencing any work on the Meijer Parcel, Developer shall cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their work in, on or about the Meijer's Parcel, the following insurance coverages:

(a) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership, and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time.

(b) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars single limit.

(c) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement.

(d) Employer's Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000).

Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, MI 49501-3280. Insurance policies shall afford primary coverage and contain a provision that coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department; All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better.

Notwithstanding anything to the contrary in the foregoing, Meijer shall not be responsible for verifying compliance by any contractor and/or subcontractor with the foregoing insurance requirements. Rather, it shall be Developer's sole responsibility to monitor compliance by any of its contractors and/or subcontractors with the foregoing insurance requirements. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

9. **Indemnification.** Developer agrees to defend, indemnify and save harmless Meijer, Meijer Inc., Meijer Distribution, Inc., Meijer Stores Limited Partnership, their parent, subsidiary and affiliated entities and their respective officers, directors, shareholders, partners, agents and employees (hereafter collectively "Related Parties"), from and against any and all liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against Meijer or its Related Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any activity by Developer, its employees, agents, contractors, subcontractors, lessees, invitees, or licensees in, on, or about the Easement Area, including use of the Easement Area; (ii) arising out of any default by Developer under this Easement Agreement; or (iii) arising out of any negligent act or omission to act by Developer, its agents, employees, contractors or subcontractors. The foregoing indemnity from Developer shall to the extent permitted by law include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting only from the sole negligence of Meijer or its Related Parties. Developer agrees to give Meijer the right to approve or select counsel for defending Meijer against any and all claims, liability and damages covered by this indemnity provision.

10. **Covenants Running with the Land.** The easement herein granted and the agreements herein contained shall be easements and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

11. **Notices.** Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses provided below, (except however, insurance certificates are to be mailed as provided in Paragraphs 7 and 8 above) provided that any party may change such address by written notice to the other party:

If to Developer	Land of Learning Montessori, LLC 432 Belvedere Lane Aurora, Illinois 60502 Attn: Salim Ali
with a copy to:	Paul M. Mitchell Kuhn, Mitchell & Moss, LLC 111 E. Jefferson Avenue Naperville, Illinois 60540
If to Meijer	Meijer Real Estate Department 2929 Walker NW Grand Rapids, Michigan 49544
with a copy to:	Meijer Legal Department – Real Estate 2929 Walker NW Grand Rapids, Michigan 49544

12. Governing Laws. This Easement Agreement shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.

13. Waiver of Default. No waiver of any default by any party to this Easement Agreement shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Easement Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Easement Agreement. The rights and remedies given to any party to this Easement Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Easement Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy

14. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

15. Severability. If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Easement Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

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LAND OF LEARNING MONTESSORI, LLC

By Salim Ali
(Salim Ali)
Its: Member

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 30th day of October, 2014, by Salim Ali, the Member of Land of Learning Montessori, LLC, an Illinois limited liability company, on behalf of said limited liability company.

[Signature]



Notary Public, State of Illinois, County of DuPage
My commission expires: 11/18/17
Acting in the County of DuPage.

DRAFTED BY:
Jennifer Bakhuyzen, Atty.
Doran Derwent, PLLC
5960 Tahoe Dr., SE, Suite 101
Grand Rapids, MI 49546
(616) 551-1005

WHEN RECORDED RETURN TO:
Meijer Legal Department
2929 Walker Ave.
Grand Rapids, MI 49544

**EXHIBIT A
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT**

Legal Description of Developer Parcel

LOT "ONE A" IN THE RESUBDIVISION OF PART OF LOT ONE OF MEIJER SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21 AND THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 2007 AS DOCUMENT R2007-048500, IN DUPAGE COUNTY, ILLINOIS.

**COMMONLY KNOWN AS VACANT LAND SOUTH OF LIBERTY STREET,
AURORA, ILLINOIS 60502**

P.I.N. 07-21-200-052

**EXHIBIT B
TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT**

Legal Description of the Easement Area

A PART OF LOT 2 IN MEIJER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DUPAGE COUNTY, ILLINOIS AS DOCUMENT NUMBER R2000-014525, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 82 DEGREES 20 MINUTES 45 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 11.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, NORTH 82 DEGREES 20 MINUTES 45 SECONDS EAST, A DISTANCE OF 83.38 FEET;

THENCE SOUTH 16 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 52.55 FEET;

THENCE SOUTH 07 DEGREES 06 MINUTES 48 SECONDS EAST, A DISTANCE OF 66.97 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST, A DISTANCE OF 371.61 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 51 SECONDS WEST, A DISTANCE OF 39.19 FEET;

THENCE NORTH 52 DEGREES 19 MINUTES 16 SECONDS WEST, A DISTANCE OF 29.13 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 01 SECOND WEST, A DISTANCE OF 25.64 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BEING ALSO ON THE EAST LINE OF LOT ONE A IN THE RESUBDIVISION OF PART OF LOT ONE OF MEIJER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF RECORDER OF DUPAGE COUNTY, ILLINOIS AS DOCUMENT NUMBER R2007-048500;

THENCE ALONG SAID LINE, NORTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECOND EAST, A DISTANCE OF 25.64 FEET;

THENCE NORTH 45 DEGREES 21 MINUTES 04 SECONDS EAST, A DISTANCE OF 32.91 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 12 SECONDS EAST, A DISTANCE OF 113.45 FEET;

THENCE NORTH 00 DEGREES 12 MINUTES 12 SECONDS EAST, A DISTANCE OF 48.08 FEET;

THENCE NORTH 02 DEGREES 40 MINUTES 17 SECONDS WEST, A DISTANCE OF 77.39 FEET;

THENCE NORTH 48 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 33.92 FEET;

THENCE NORTH 89 DEGREES 39 MINUTES 01 SECOND WEST, A DISTANCE OF 19.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BEING ALSO ON THE EAST LINE OF SAID LOT ONE A;

THENCE ALONG SAID LINE NORTH 00 DEGREES 20 MINUTES 59 SECONDS EAST, A DISTANCE OF 40.00 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 01 SECOND EAST, A DISTANCE OF 13.60 FEET;

THENCE NORTH 41 DEGREES 25 MINUTES 59 SECONDS EAST, A DISTANCE OF 32.75 FEET;

THENCE NORTH 07 DEGREES 40 MINUTES 21 SECONDS WEST, A DISTANCE OF 43.58 FEET;

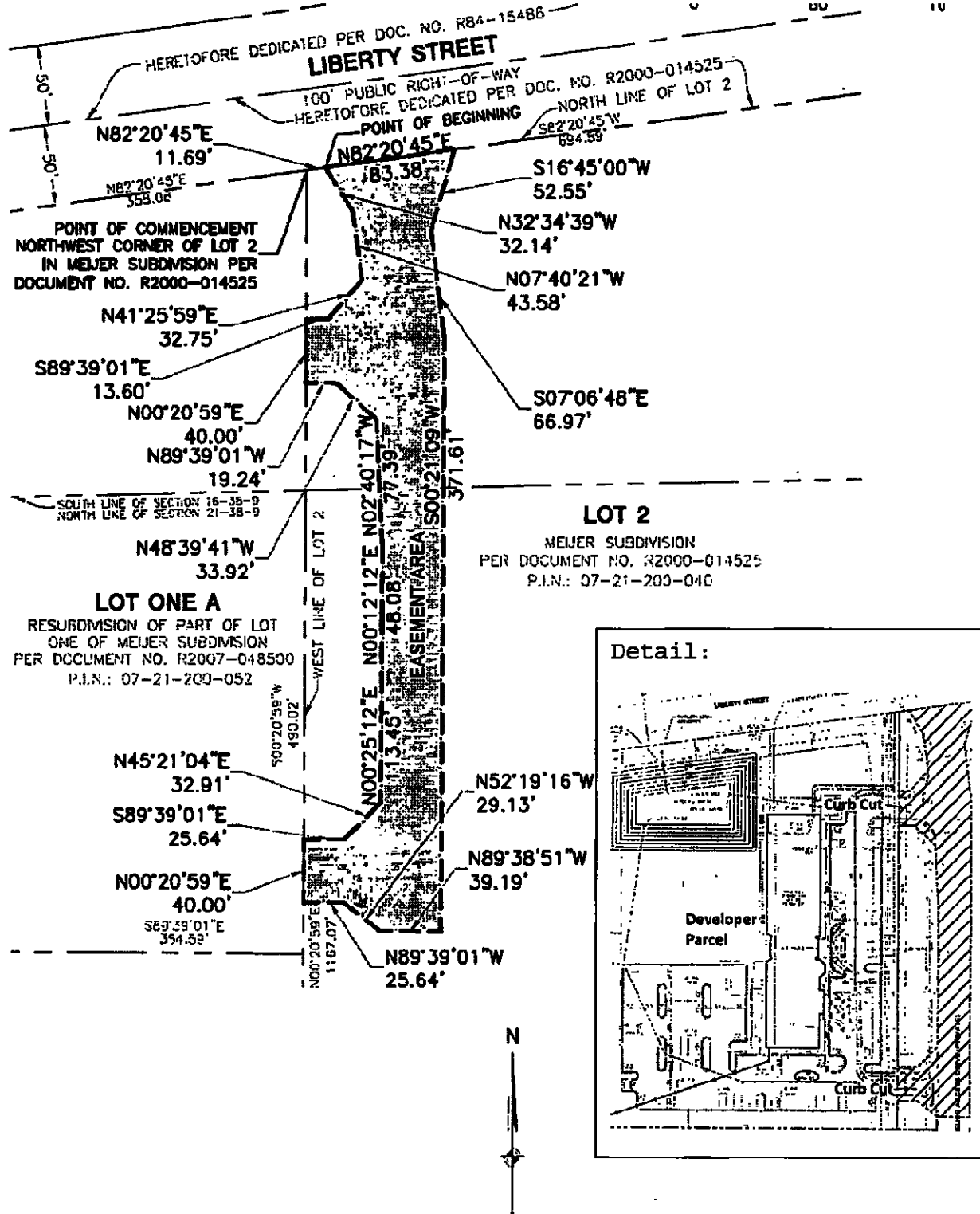
THENCE NORTH 32 DEGREES 34 MINUTES 39 SECONDS WEST, A DISTANCE OF 32.14 FEET TO THE POINT OF BEGINNING; CONTAINING 25,705 SQUARE FEET

Nonexclusive Driveway Access Easement Agreement
Meijer Store 178 – Aurora, DuPage Co., IL
MSLP / Land of Learning Montessori, LLC

-12-

07-21-200.062
808 Liberty St
Aurora IL 60505

EXHIBIT C TO
NONEXCLUSIVE DRIVEWAY ACCESS EASEMENT AGREEMENT
Illustration of the Easement Area



Nonexclusive Driveway Access Easement Agreement
Meijer Store 178 - Aurora, DuPage Co., IL
MSLP / Land of Learning Montessori, LLC

