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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made and entered into this 15th day of July, 2001, by BGP Bridgeview, L.L.C., an Illinois limited liability company ("Declarant")

RECITALS

A. Declarant is the owner of that certain real property situated in the Village of Bridgeview, County of Cook, State of Illinois, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Shopping Center"), which Shopping Center is made up of five (5) parcels, shown as Parcels A - E on the site plan attached hereto and made a part hereof as Exhibit B (the "Site Plan"). Except as may be otherwise provided in this Declaration, the Site Plan is for identification purposes only.

B. Declarant intends to develop Parcel A for use by Walgreen (hereinafter defined) and to simultaneously or thereafter develop Parcel C as a grocery store site, Parcels B and D as retail/commercial sites and Parcel E for use as a detention pond and related facilities (the "Detention Pond").

Prepared by and after recording
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C. Declarant desires to impose certain easements upon all of the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of all of said Parcels and the present and future owners thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant covenants and agrees as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean the Declarant and any and all of its successors or assigns as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the Shopping Center subjected to this Declaration, that is, Parcels A, B, C, D and E and any future subdivisions thereof.
- (c) The term "Permittees" shall mean Owners and the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of such Owners, tenants or occupants.
- (d) The term "Common Areas" shall mean those portions of Parcels A, B, C, D and E that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as parking areas, landscaped areas, driveways, roadways and/or walkways.
- (e) The term "Walgreen" shall mean Walgreen Co., an Illinois corporation (or Bond Drug Company of Illinois or any of their respective affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Declaration.
- (f) The term "Walgreen Lease" shall mean that Lease of Parcel A from Declarant as landlord to Bond Drug Company of Illinois as tenant, and any amendments, extensions or replacements thereof.

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- (g) The term "Joint Drives" shall mean those driveways and related driveway improvements, curbing, entrances and exits, between the Parcels, as shown as the shaded area on the Site Plan.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, each Owner of a Parcel grants to every other Owner of a Parcel and its Permittees the following nonexclusive, perpetual and reciprocal easements:

- (a) An easement for access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Areas of Parcels A, B, C, D and E, including, without limitation, the Joint Drives, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Areas of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels; and
- (b) An easement to enter upon a Parcel pursuant to the self-help provisions of paragraph 9.2 hereof for the purpose of performing any obligation which the Owner of such Parcel is required to perform under this Declaration but fails or refuses to perform within the applicable time period provided in said paragraph 9.2.
- (c) For purposes hereof, the Owner of Parcel C may restrict access to that portion of the Parcel C Common Areas shown on the Site Plan as the "CAP Area" for the purpose of controlling (i) commercial or charitable solicitation, advertising, dissemination of handbills or picketing; or (ii) use of said area for vehicular traffic or access by persons other than customers, employees or vendors of the Owner. The Owner of Parcel C may not however, impede access in any way to the Joint Drives.
- (d) An easement for signage is hereby granted to those Owners or their Permittees for the use of the pylon signs at the locations shown on the Site Plan on Parcels C and D. The Parcel Owners having the right to use such pylon signs are shown on the Site Plan. Only Walgreen or other occupant of Parcel A shall have the right to use the pylon sign on Parcel A.

2.2 Detention Easement. It is the intention of the Declarant to install the Detention Pond on Parcel E. The Owners of Parcels A, B and D are hereby granted a perpetual, non-exclusive easement for the use of the Detention Pond. Parcel C shall be served by on-site detention. The Owners of Parcels A, B and D shall pay their respective proportionate shares of the cost of maintenance and

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repair of the Detention Pond and of taxes attributable thereto. Said proportionate shares shall be a fraction, the numerator of which shall be the number of square feet of land in the applicable Parcel, and the denominator of which shall be the total square footage of land in Parcels A, B and D. The Owner of the Detention Pond shall deliver to said Owners an invoice for said maintenance expenses, no more often than once per month, and the recipient of said invoice shall pay same to said Owner within fifteen (15) days after receipt of said invoice. For so long as Walgreens is a tenant of Parcel A, it shall have the Owner's obligation to pay said expenses in connection with the Detention Pond.

2.3 Utility Easements. To the extent that any utilities are located on an Owner's Parcel (a "Servient Parcel") which serve not only said Owner's Parcel, but serve other Owners' Parcels as well (a "Dominant Parcel"), then the Owners of each Dominant Parcel shall have an easement over the common areas of each such Servient Parcel for the use, maintenance and repair of such utilities. To the extent that such utilities are not maintained by the public utility to whom easements have been granted in connection therewith, then the Owners of the Servient Parcel shall maintain same, subject to the right of the Owners of the Dominant Parcel to enter upon a Servient Parcel to cause such maintenance or repairs as shall be required in connection with the use of such utilities by the Dominant Parcel, provided, however, that such easement shall be limited to those portions of the Dominant Parcel as shall be reasonably necessary to accomplish such maintenance or repair. Any Owner of a Dominant Parcel entering upon a Servient Parcel to accomplish such maintenance or repairs shall give the Owner of the Servient Parcel reasonable notice thereof (except in the event of an emergency, in which event notice shall be that which is reasonable under the circumstances), shall accomplish such maintenance and repairs where possible during weekdays and non-peak business hours and shall restore the common areas of the Servient Parcel to the same condition as existed immediately prior to the performance of such maintenance and repairs. Any change in location of utilities after the initial installation thereof shall be done with the prior written consent of the affected Owners, which consent shall not be unreasonably withheld or delayed.

All utilities shall be underground except:

- (i) ground mounted electrical transformers;
- (ii) as may be necessary during periods of construction, reconstruction, repair or temporary service;
- (iii) as may be required by governmental agencies having jurisdiction over the Shopping Center;
- (iv) as may be required by the provider of such service; and
- (v) fire hydrants.

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No above ground utility shall interfere with the flow of vehicular or pedestrian traffic over the Parcels.

2.4 Sign Easement. A non-exclusive easement is reserved over and across the Common Areas of Parcel C and Parcel D in favor of the Declarant, its successors or assigns for (i) installation of the pylon signs shown on the Site Plan as the Pylon Sign #2 and Pylon Sign #3, and (ii) maintenance, repair, and replacement of the signs and signfaces thereon from time to time, such easement to be coextensive with the nature of the work to be performed on the sign and/or signfaces. Each user of a sign face shall pay for the maintenance, repair and replacement thereof. No other Owner or Permittee shall have any rights with respect to the pylon sign on Parcel A.

2.5 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel A) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittees of any easement granted hereunder except as may result from the negligence or intentional misconduct of the Owner whose Parcel is subject to the easement or its Permittees.

3. Maintenance.

3.1 General. Until such time as buildings and/or common area improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) tear down and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. All buildings on all Parcels shall be one story in height. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account

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the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

3.3 Common Areas. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Areas located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Areas shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, and performing any and all such other duties as are necessary to maintain such Common Areas in a clean, safe and orderly condition. Except as otherwise expressly provided in this Declaration, once constructed, in the event of any damage to or destruction of all or a portion of the Common Areas on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Areas to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel A, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or unreasonably impaired; (iii) with respect to the relocation of any building or Common Areas shown on the Site Plan as "Walgreens Protected Area", the consent of Walgreen shall be required, and (iv) the Joint Drives and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease).

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

3.5 Detention Pond. The Owner of the Detention Pond shall maintain same, subject to contribution therefor in accordance with Paragraph 2.2 hereof.

4. Construction and Design of Improvements.

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4.1 Building Standards/Joint Drives. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Parcels B, C and D shall be of first quality construction, in conformity with sound architectural and engineering standards, and architecturally designed so that its exterior elevations (including, without limitation, building materials, signs and colors) will be architecturally and aesthetically compatible and harmonious with all other then existing buildings on Parcel A. The Joint Drives shall be constructed and completed by the Owner of Parcel A at the same time as such Owner develops Parcel A for Walgreen under the Walgreen Lease and within such time and in such a manner as shall not delay the development of Parcel C by Aldi, Inc. ("Aldi") or other user of Parcel C (in accordance with plans approved by Walgreen under the Walgreen Lease and by Aldi. The exterior elevations of Aldi, Inc. ("Aldi") for the building to be constructed on Parcel C as set forth in drawing No. A-3, dated October, 2000, prepared by OPN Architect, Inc. are hereby approved. The drainage flow of storm water from those portions of the Joint Drives not contained in Parcel C shall be directed to the Detention Pond, and the drainage flow of storm water from that portion of the Joint Drives located within Parcel C shall be directed to the onsite detention on Parcel C.

The Declarant shall have the right to recapture the cost of installation of that portion of the Joint Drives running from 78th Street through Parcels B and C (the 78th Street Joint Drive:) and that portion of the Joint Driveway running through Parcel D parallel to 79th Street (the "79th Street Drive") as follows:

- (i) one-half (1/2) of the cost of the 78th Street Drive from each of the Owners or Permittees of Parcel B and Parcel C; and
- (ii) one third (1/3) of the cost of the 79th Street Drive from each of the Owners or Permittees of Parcel D and Parcel C. Payment for such Drive shall be made upon completion thereof within thirty (30) days after receipt of an invoice therefor together with reasonable back-up documentation.

Nothing contained herein shall be deemed to prohibit an Owner or Permittee and Declarant to enter into a separate contractual agreement governing the terms of recapture. The lien rights afforded pursuant to Section 9.3 hereof shall apply in the event of the failure of any Owner or Permittee to pay its share of the cost of installation of the 78th Street Drive and/or the 79th Street Drive in accordance herewith.

4.2 Condo Association Driveway. There is an existing driveway on Parcel C ("Condominium Driveway") that is subject to an easement in favor of the condominium association to the west of Parcel C. In connection with Declarant's approvals from the Village of Bridgeview, it is required to rebuild the Condominium Driveway. The Owner of Parcel C shall install the Condominium Driveway at Declarant's expense in connection with its development of Parcel C. Prior to commencement of said construction, the Owner of Parcel C shall submit to Declarant for its approval the plans and cost for the Condominium Driveway,

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which approval shall not be unreasonably withheld or delayed. If the cost of installation of the Condominium Driveway as submitted by the Owner of Parcel C exceeds by more than five percent (5%) the cost on a per square foot basis of the cost to Declarant of installing the Joint Drives, then Declarant shall have the right to install the Condominium Driveway at its expense, which right may be exercised by written notice delivered to the Owner of Parcel C within five (5) business days after receipt of the Parcel C Owner's submission of the plans and cost therefor to Declarant. Run-off from said driveway shall be engineered so that same is directed to the Detention Pond.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal or conflicts, unreasonably interferes, or is otherwise inconsistent with, the development and operation of a Walgreen drug store as set forth in Section 5.2 below. In addition to the foregoing, throughout the term of this Declaration, it is expressly agreed that neither all nor any portion of Parcel A, B, C or D shall be used, directly or indirectly, for purposes of a cocktail lounge, bar (except as an incidental use in a restaurant), disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility (except as incidental to a restaurant use, i.e. a McDonald's playlot, but not where such use is a primary use such as a Discovery Zone), adult book store, adult theater, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays (except for a nationally or regionally recognized video chain store), second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or repair of automobiles, boats or other vehicles, any industrial use or any use which creates a nuisance, or the sale of packaged liquors for off premises consumption, theater, exercise facility, health club or gym.

5.2 Additional Restrictions.

- (A) For so long as Walgreens, its successors or assigns is located in the Shopping Center, it is expressly agreed that neither all nor any portion of Parcel B, C, or D shall be used for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (iv) the

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operation of a business in which greeting cards and/or gift wrap shall be offered for sale, except where the sale thereof is an incidental part of such business; (v) the operation of a business in which food shall be sold for off premises consumption; and/or (vi) the operation of a business in which photo finishing services and/or photographic film are offered for sale. The restriction set forth in subsection (vi) above shall not prohibit the operation of a high-end camera store provided that such store may not have a same day photo processing service. The restrictions set forth in Subsection (v) above shall not prohibit the operation of a full service or fast food restaurant with carry out or a bagel, ice cream or donut shop or the operation of a business in which food items or candy are sold as an incidental part of its business, such as a Blockbuster Video store, or the operation of a supermarket such as Aldi (the "Supermarket User"). In addition, the Supermarket User shall have the right to sell health and beauty aids as an incidental part of its business and may also sell photographic film (including disposable cameras) as an incidental part of its business, provided that for purposes hereof, "incidental" use shall mean that no more than two hundred fifty (250) square feet of floor space of the Supermarket User may be used for the sale of health and beauty aids or for the sale of photographic film. Notwithstanding the foregoing, Landlord may lease no more than 5000 square feet of the Shopping Center for medical offices, provided that such medical offices do not contain a pharmacy or otherwise provide for the sale or dispensing of medicinal drugs for a fee or remuneration of any kind.

- (B) So long as Aldi, its successors or assigns or similar grocery store user is located in the Shopping Center, (i) for so long as Walgreens, its successors or assigns or similar drug store user shall be located on Parcel A of the Shopping Center, Parcel A shall not be used as a full scale supermarket, and (ii) Parcels B and D (and Parcel A if said Parcel shall cease to be operated as a "Walgreens" type drug store) shall not be used for a food store or grocery store. The operation of a restaurant, donut shop, ice cream store, bagel store, coffee shop or the operation of a business in which food items or candy are sold as an incidental part of its business shall not be restricted by this paragraph. For purposes hereof, "incidental" use shall mean that no more than two hundred fifty (250) square feet of floor space may be devoted to the sale of otherwise restricted items.

5.3 Drive-Throughs. No facility on Parcels A, B, C or D for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto any other Parcel and/or the Joint Drives, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across any Parcel and/or the Joint Drives.

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Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be initially constructed on Parcel A by the Owner thereof, which is hereby expressly approved.

6. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, or such greater amount as may from time to time be reasonable and prudent under the circumstances, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change therein) as additional insureds. This insurance is to insure against potential liability for losses or damages that might occur on or to any Parcel, including, without limitation, the easement areas thereof. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) and Aldi may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance provided that either Walgreen or Aldi, as the case may be, shall have a tangible net worth of One Hundred Million Dollars (\$100,000,000) or more.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel and improvements thereon. All Owners using the Detention Pond shall pay their respective proportionate shares (as determined in accordance with Section 2.2 hereof) of taxes attributable to the Detention Pond within fifteen (15) days after receipt of an invoice therefor from the Owner of the Detention Pond.

Until such time as a separate permanent index number shall be issued with respect thereto, then each Owner shall pay its proportionate share of general real estate taxes and installments of special assessments for all tax bills to which the Owner's Parcel is subject. Said Owner's proportionate share shall be, as to land, a fraction of any such bill, the numerator of which is the number of square feet of land in said Owner's Parcel, and the denominator of which is the total number of square feet of land subject to said tax bill, and as to improvements, a fraction, the numerator of which is the number of square feet of said Owner's building subject to said tax bill, and the denominator of which is the total number of square feet of all buildings subject to said tax bill. For so long as Declarant or any other Owner (a "Receiving Owner") shall receive a real estate tax bill affecting another Owner's Parcel, the Receiving Owner shall notify the other affected Owners (the "Non-Receiving Owners") of same within thirty (30) days after receipt of said tax bill, together with a copy of the bill, a calculation of the Non-Receiving Owner's share thereof, and reasonable evidence supporting such calculation and the Non-Receiving Owner shall pay the Receiving Owner its share of said bill no later than five (5) days before the date such taxes must be paid before becoming delinquent, provided said Owner shall have at least thirty (30) days prior notice subject to the right of the Non-Receiving Owner to verify the calculation of its share thereof. Upon receipt of the Non-Receiving Owner's share of the subject tax bill or bills, the Receiving Owner shall pay same. Nothing herein shall obligate a Receiving Owner to pay any taxes attributable to a Non-Receiving Owner's Parcel unless the

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Non-Receiving Owner shall have paid its share of taxes to the Receiving Owner. The lien rights afforded under Section 9.3 hereof shall extend to the Receiving Owner for amounts not paid by the Non-Receiving Owner. Within thirty (30) days after the receipt of a receipted tax bill, the Receiving Owner shall deliver a copy of the receipted tax bill to each Non-Receiving Owner who has paid its shares of said tax bill. All Non-Receiving Owners shall have the right to contest tax bills affecting their Tracts and the Receiving Owners shall cooperate in connection therewith.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Parcel. No easements, except those expressly set forth in paragraph 2 and so as to enable the construction of the Joint Drives by the Owner of Parcel A pursuant to paragraph 4, shall be implied by this Declaration; in that regard, and without limiting the foregoing, except as expressly set forth herein, no easements for parking, signage or utilities are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, after written notice and thirty (30) days to cure such breach, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Declaration on behalf of the Owner of Parcel A, and/or to cure a breach or default hereunder by the Owner of Parcel A, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel A.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by an Owner or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate of Bank One (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law), provided, however, that the Owner of Parcel D and the Owner of Parcel B shall not have self-help remedies against each other. Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights granted hereunder, and/or (iii) the unauthorized parking of vehicles on any

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Parcel, an Owner or Walgreen may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described. Anything herein to the contrary notwithstanding no Owner shall be liable to another Owner for unauthorized parking unless the unauthorized parker is an employee of the Owner against whom the unauthorized parking claim is made.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien priority with respect thereto in the Office of the County Recorder of Cook County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Cook County, Illinois prior to the date of recordation of said notice of lien priority, (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien priority, and (iv) any first mortgage on the Shopping Center. All liens recorded subsequent to the recordation of the notice of lien priority described herein, except for a first mortgage, shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien priority was recorded, the party recording same shall record an appropriate release of such notice of lien priority and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

10. Term. The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the Cook County Recorder and shall remain in full force and effect for a period of 100 years from and after said date of recordation, and the easements granted herein shall continue in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcels A, B, C and D in accordance with paragraph 11.2 hereof.

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11. No Liens. Any Owner or Permittee performing construction work on its or another Owner's Parcel (a "Constructing Owner") shall keep the other Owner's Parcels free from any liens, including without limitation the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by said Owner or Permittee, or those claiming by, through or under it or obligations incurred by the Constructing Owner in connection with the applicable work, and the Constructing Owner shall indemnify, defend and save the Owner of the other Parcels harmless from any such lien.

12. Miscellaneous.

12.1 Attorneys' Fees. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

12.2 Amendment.

(a) Declarant agrees that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of all of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois.

(b) Notwithstanding subparagraph 12.2(a) above to the contrary, no termination of this Declaration, and no modification or amendment of this Declaration shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).

12.3 Consents. Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Except as otherwise provided herein, if any person having the right of consent or approval hereunder fails to give such consent or approval, or specific grounds for disapproval, within the applicable time period (or if no time period is provided, within fifteen (15) days of receipt of the request therefor), the person shall be deemed to have given its approval or consent. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; (c) clearly and conspicuously state that the failure to respond to the notice or request within the stated time period shall be deemed the equivalent of the recipient's approval or consent to the subject matter of the notice or request for approval or consent; and (d) be accompanied by

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such background data as is reasonably necessary to make an informed decision thereon.

12.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

12.5 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

12.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

12.8 Separability. Each provision of this Declaration and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

12.9 Time of Essence. Time is of the essence of this Declaration.

12.10 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters

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referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

12.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of Declarant and Walgreen are as follows:

Walgreen: Walgreens
Attention: Law Department
Mail Stop No. 51
200 Wilmot Road
Deerfield, Illinois 60015

Declarant: c/o Terraco, Inc.
8707 Skokie Blvd., Suite 230
Skokie, IL 60077
Attn: Scott H. Gendell

12.12 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Declaration.

13. Sales Tax Disclosure. Each Owner of Permittee shall execute a Consent to Disclosure of Sales Tax in the form attached hereto as Exhibit C or other instrument required by the Village of Bridgeview (the "Village") permitting the Illinois Department of Revenue to disclose to the Village Treasurer the Owner or Permittee's sales tax and other information shown on filings made by said Owner or Permittee to the Illinois Department of Revenue.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

BP BRIDGEVIEW, L.L.C


By: 
Scott H. Gendell
Its Manager

Exhibit A - Legal Descriptions of Parcels A, B, C, D and E
Exhibit B - Site Plan. Identify Joint Drives
Exhibit C - Consent to Disclosure of Sales

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Erika J. Kedzierski, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SCOTT H. GLENDELL, 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 signed and delivered the said instrument as his free and voluntary act.

GIVEN under my hand and official seal this 16th day of February, 2001

Erika J. Kedzierski
Notary Public

"OFFICIAL SEAL"
ERIKA J. KEDZIERSKI
Notary Public, State of Illinois
My Commission Expires 12/15/02

Commission expires:

12/15/02

Property of Cook County Clerk's Office

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EXHIBIT A
Grantor Parcel

PARCELS A THROUGH E IN THE ELIZABETH & TINA SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 28, 2000 AS DOCUMENT 0001017246

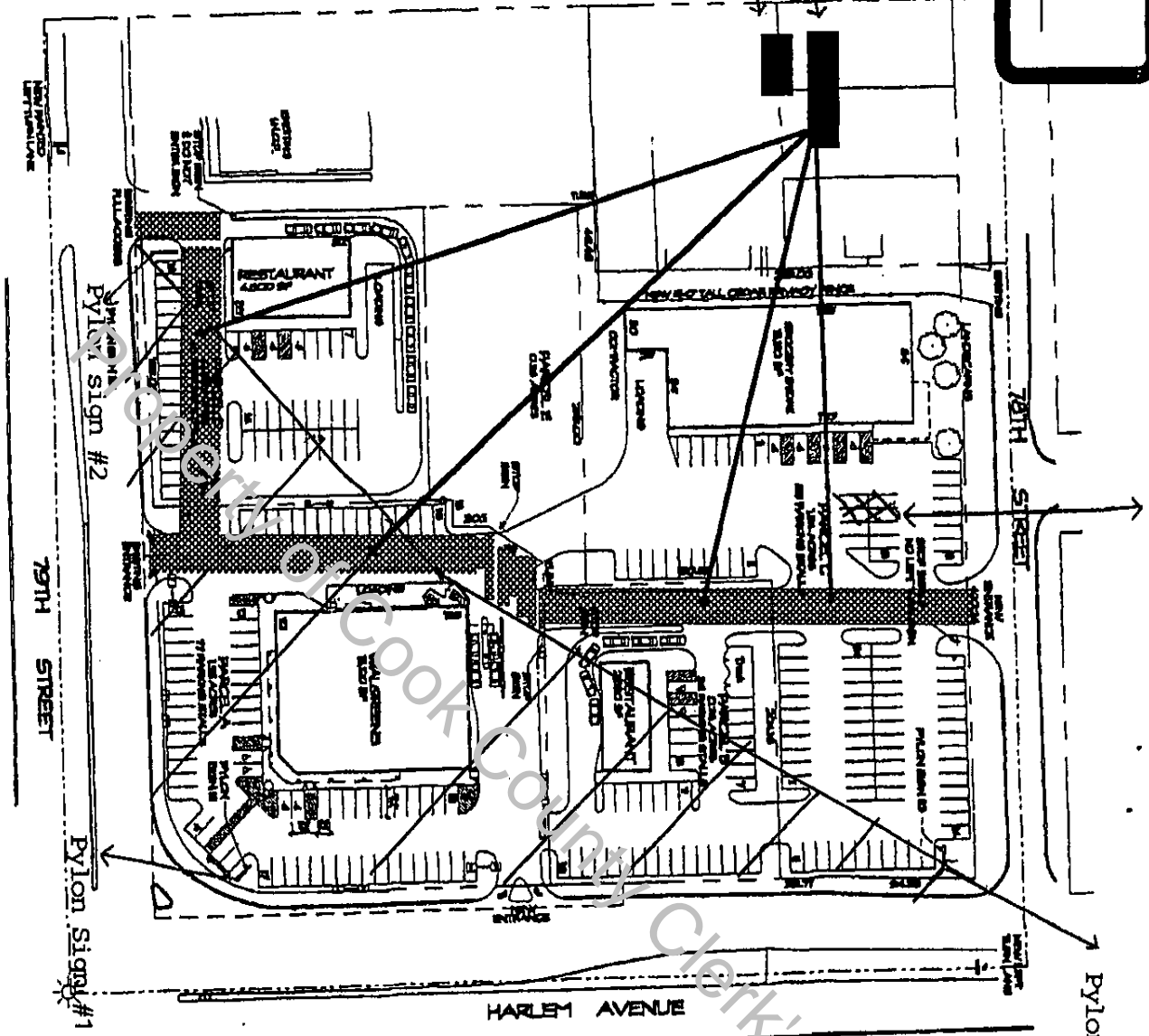
Property of Cook County Clerk's Office

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tabbler
EXHIBIT
B

Cross hatched area = Aldi controlled access property

Joint drives are shaded

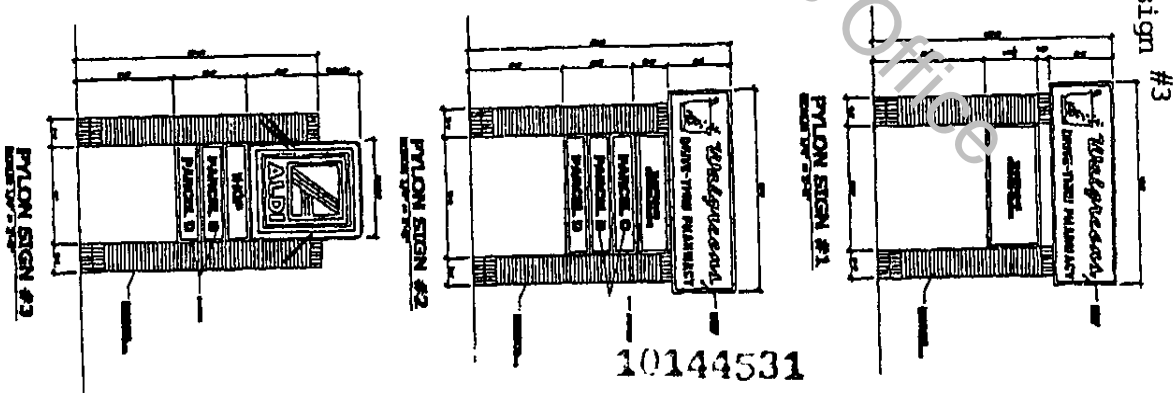


Slanted area = Wlagreens protected area

PROPOSED SITE PLAN
SCHEME 7/17 JANUARY 12, 2000

PANEL	AREA	PARKING PROVIDED	PARKING PROVIDED
PANEL A	1,076 AC	84	72
PANEL B	2,476 AC	86	76
PANEL C	4,186 AC	45	43
PANEL D	8,286 AC	240	0
TOTAL	6,571 AC		191

PILE SUMMARY



10144531

PROPOSED SITE PLAN
NWC HARLEM AVENUE AND 79TH STREET

STEWART MOSKY ARCHITECTS, LTD.
1000 SHEPPARD AVENUE EAST, SUITE 100
SCARBOROUGH, ONTARIO M1B 2C1
TEL: (416) 291-1111 FAX: (416) 291-1112

Job No: 00000 Date: JANUARY 12, 2000 Rev: 1

SP.UU

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P. 3/3

CONSENT TO DISCLOSURE OF SALES TAX

(taxpayer)

(address)

BRIDGEVIEW, ILLINOIS 60455

The taxpayer, by the undersigned officer, agent or principal, hereby authorizes and consents to the disclosure by the Illinois Department of Revenue to the following:

Village Treasurer
Village of Bridgeview
7500 South Oketo Avenue
Bridgeview, IL 60455

Village Attorney
Vincenc Cainkar
6215 West 79th Street, Suite 2A
Burbank, IL 60459-1102

of the monthly municipal retailers' occupation tax (sales tax) generated by the taxpayer as shown in required filings with the Illinois Department of Revenue. Such disclosure shall be made on a monthly basis as soon as practicable. This authorization shall be valid for all sales tax paid after January 1, 2000 until December 31, 2020 and shall be irrevocable.

Taxpayer:

Address:

IBT No.:

Authorized Signatory: _____
(name and title)

Subscribed to and sworn to before me
this ____ day of _____, _____

10144531

Notary Public

