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2001-06-11 16:03:54

Cook County Recorder 31.00



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This document prepared by and after recording return to:

GARDNER, CARTON & DOUGLAS
321 N. Clark Street
Suite 3400
Chicago, Illinois 60610-4795
Attn: Crystal Pruess Bush

AMENDMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT

THIS AMENDMENT OF RECIPROCAL EASEMENT AND OPERATION AGREEMENT is made as of this 11 day of JUNE, 2001 by and among CC COUNTRYSIDE 98 LLC, a Maryland limited liability company ("Countryside"), CIRCUIT CITY STORES, INC., a Virginia corporation ("Circuit City") and ALLUNC., an Illinois corporation ("Aldi").

WITNESSETH:

WHEREAS, Circuit Investors - Carmax Limited Partnership, a Texas limited partnership ("Carmax"), Circuit City and Gordon Food Service, Inc., a Michigan corporation ("Gordon") entered into a Reciprocal Easement and Operation Agreement dated May 28, 1998 and recorded June 6, 1998 as Document Number 98475395 in the Office of the Recorder of Deeds of Cook County, Illinois (the "REOA"), which REOA affects the property legally described in Exhibit A attached hereto (the "REOA Property"); and

WHEREAS, Carmax has conveyed to Countryside all of its interest in that portion of the REOA Property previously owned by Carmax; and

WHEREAS, concurrently herewith, Gordon is conveying to Aldi the Gordon Parcel as defined in the REOA; and

WHEREAS, Aldi has requested, and Countryside and Circuit City have agreed, to certain modifications to the REOA.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the REOA as follows:

1. Pylon Signs. Subsection (a) of Section 6.2 of the REOA provides a right for Gordon to maintain a pylon sign on the Gordon Parcel in the general area noted on the Site Plan in such size and configuration as may be approved by the applicable governmental authorities having jurisdiction over the Shopping Center. Subsection (a) of Section 6.2 also allows Gordon to apply for variances from applicable governmental requirements, which variances Circuit City agrees not to oppose. Subsection (a) of Section 6.2 further permits Gordon the right to maintain an identification panel on such pylon sign, provided the identification sign panel is consistent with the signage utilized by Gordon at a majority of its other retail stores operated under the same name in the state of Illinois. The parties hereby agree that Aldi, in lieu of Gordon, shall have the right to maintain its identification panel on such pylon sign in accordance with such Subsection (a) of Section 6.2; provided, however, with regard to Aldi's right to

BOX 333-CTI

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apply for variances, Circuit City shall have a right of prior approval, which approval shall not be unreasonably withheld or delayed.

2. Circuit City's Exclusive. Notwithstanding the provisions of Section 7.1(e) of the REOA, as long as Aldi is the owner of the Gordon Parcel, or any portion thereof, Aldi may use the Gordon Parcel, or any portion thereof, for the sale of the Products (as defined in Section 7.1(e) of the REOA), provided that (i) such sales constitute not more than seven percent (7%) of the aggregate sales (measured in terms of gross revenues) of merchandise from the Gordon Parcel in any twelve-month period and (ii) the Products occupy not more than four hundred eighty (480) square feet of floor space in the building on the Gordon Parcel.

3. Delivery Times. Notwithstanding the provisions of Section 7.7 of the REOA, Operator acknowledges that all Owners shall have the right to receive delivery of merchandise within the Shopping Center at any time from and after 9:00 p.m. on any day until 8:00 a.m. on the following day.

4. Capitalized Terms. All capitalized terms used herein and not otherwise herein defined shall have the respective meanings ascribed to them in the REOA.

5. ROEA Remains in Full Force and Effect. Except as hereinabove provided, the REOA shall remain unmodified and in full force and effect.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

ALDI INC., an Illinois corporation

By: [Signature]
Name: WARDEN WENZEL
Title: VICE PRESIDENT - STORE IT DIVISION

CC COUNTRYSIDE 95 LLC, a Maryland limited liability company

By: [Signature]
Manager

By: [Signature]
Name: ALEX GRASS
Title: MANAGER

CIRCUIT CITY STORES, INC., a Virginia corporation

By: [Signature]
Name: Benjamin B. Cummings, Jr.
Title: vice-President-Real Estate

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STATE OF ILLINOIS)
) SS
COUNTY OF Kane)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Waden - Weinzirl, personally known to me to be the Vice President of ALDI INC., an Illinois corporation, and 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 as such Waden Weinzirl June 4th, 2001 he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of June, 2001.

Cathy M. Mooney
Notary Public

My commission expires:

1-19-05

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STATE OF PA)
COUNTY OF Cumberland) SS

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Alex Grass, who is personally known to me to be the Manager of CC Countryside, a MD corporation, and 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 as such May 24, 01 signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as Manager of CC Countryside 98 LLC, a Maryland limited liability company ("Countyside"), as free and voluntary act, and as the free and voluntary act and deed of said corporation as Manager of Countryside, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of May, 2001.

Glenda L. Houser
Notary Public

Notarial Seal
Glenda L. Houser, Notary Public
Wormleysburg Boro, Cumberland County
My Commission Expires Aug. 30, 2004

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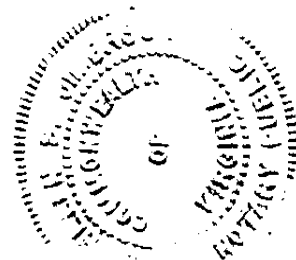
STATE OF VA)
) SS
COUNTY OF Henrico)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Benjamin Cummins, who is personally known to me to be the Vice President of CIRCUIT CITY STORES, INC., a Virginia corporation, and 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 as such Benjamin Cummins signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of May, 2001.

Kathleen S. Jamerson
Notary Public

My Commission Expires February 29, 2004



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EXHIBIT A

THE REOA PROPERTY

A PORTION OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE THAT IS 484.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION, WITH A LINE THAT IS 672.65 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 10; THENCE SOUTH 89 51' 00" EAST ON SAID PARALLEL LINE, 428.00 FEET TO THE POINT IN A LINE THAT IS 912.00 FEET EAST OF SAID WEST LINE OF THE SOUTHEAST QUARTER; THENCE SOUTH 00 00' 17" EAST ON SAID LINE 466.49 FEET TO A POINT IN THE NORTHWESTERLY LINE OF JOLIET ROAD, SAID LINE BEING 33.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE THEREOF; THENCE SOUTH 60 55' 17" WEST ON SAID LINE, 343.31 FEET TO A POINT IN THE LINE THAT IS 612.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00 00' 00" EAST ON SAID PARALLEL LINE 404.91 FEET TO A POINT IN A LINE THAT IS 901.87 FEET SOUTH OF AND PARALLEL WITH THE SAID NORTH LINE OF LOT 10; THENCE NORTH 89 51' 00" WEST ON SAID LINE 128.00 FEET TO A POINT IN A LINE THAT IS 484.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER, THENCE NORTH 00 00' 00" EAST ON SAID LINE 229.22 FEET TO THE POINT OF BEGINNING.

ADDRESS: 9950 JOLIET ROAD
COUNTRYSIDE, ILLINOIS

P.I.N.: 18-16-400-018 AND 18-16-400-021

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