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PI9/0075 53 001 Page 1 of 13

2001-10-10 15:33:18

Cook County Recorder 45.50

Re-recorded
to correct
Exhibit A



0010938808

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1st 3
01-07982

CROSS EASEMENT AGREEMENT

This Agreement is made as of the 23rd day of August, 2001 by and between BGP Bridgeview, L.L.C., an Illinois corporation (the "Company") and CNL Income Fund XVIII, Ltd. ("CNL") (The Company and CNL shall sometimes be referred to herein individually as an "Owner" and collectively as "Owners").

WHEREAS, CNL is the holder of fee simple title to the property legally described in Exhibit A, attached hereto and made a part hereof (the "CNL Parcel"); and

WHEREAS, the Company is the holder of fee simple title to the property legally described in Exhibit B, attached hereto and made a part hereof (the "Company Parcel"). (The CNL Parcel and the Company Parcel shall sometimes be referred to herein individually as a "Parcel" and collectively, as the "Parcels"); and

WHEREAS, the Company Parcel and the CNL Parcel together form a common access drive for both Parcels (the "Common Driveway") as shown on the Site Plan; and

WHEREAS, for the mutual benefit of the Parcels, the parties have agreed to cross easements with respect to the Common Driveway.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DONE AT CUSTOMER'S REQUEST

Prepared by and after recording
return to:

PIN: 18-25-406-016

Randy S. Gussis
Shaw Gussis Domanskis Fishman & Glantz
1144 West Fulton Street, Suite 200
Chicago, Illinois 60607
Attorney ID Number 36386



Lawyers Title Insurance Corporation

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1. Grant of Easements.

(A) CNL hereby grants to the Company, its tenants and the agents, employees, licensees, contractors and invitees of the Company and its tenants, a non-exclusive, perpetual access easement right to enter upon and use, free of charge, the Common Driveway on the CNL Parcel for motor vehicle traffic.

(B) The Company hereby grants to CNL, its tenants and the agents, employees, licensees, contractors and invitees of CNL and its tenants, a non-exclusive, perpetual access easement right to enter upon and use, free of charge, the Company Parcel for motor vehicle traffic.

(C) Subject to sub-paragraph 1 (D) below, neither Owner may construct barriers or otherwise impede the easements granted hereunder, except such temporary barriers as may be required in connection with maintenance and repair. The easements granted hereunder shall be for the benefit of, and each Owner may allow the easements to be used and enjoyed only by, (a) such Owner, (b) any tenant or authorized occupant of such Owner's Parcel and (c) the agents, employees, contractors, licensees, customers and other business invitees of such Owner, tenant or occupant. No Owner may grant an easement to any other party for use of the easements granted hereunder.

(D) CNL acknowledges that the Company is, or will be, in the process of redeveloping the property of which the Company's Parcel forms a part as shown on the Site Plan. In connection therewith, the Company shall have the right to close the Company Parcel to access by CNL during the Company's period of construction of improvements to the Company Parcel.

2. Maintenance and Repair. The Company, at its expense, shall maintain and repair the Common Driveway in a clean, safe and sightly condition based on standards of first-class community shopping centers in the Chicago metropolitan area and in accordance with all laws and regulations applicable thereto. The Company may contest any such law or regulation so long as the contest creates no material danger of loss of title to, or impairment of the intended use of all or any portion of, any other Owner's Parcel.

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3. Insurance.

(A) For so long as this Agreement shall remain in effect, the Owners shall maintain commercial general liability insurance with respect to their respective Parcels with a minimum of \$2,000,000 single limit broad form coverage, and each Owner shall name the other Owner as an additional insured with respect to such insurance, and shall deliver to the other Owner a certificate of insurance evidencing said insurance coverage.

(B) The obligations of both Owners hereunder may be satisfied by coverage under a so-called "blanket" insurance policy.

4. Use Restriction. The Company agrees, for itself and its successors and assigns, that during the Term it will not use or lease, or permit, suffer, or allow any tenant to use or lease any portion of the Company Parcel, or any property located within one (1) mile of the IHOP now or hereafter owned or controlled by the Company (subject to the rights of Walgreens, the user of Parcel A as shown on the Site Plan), for any full service, full menu, moderately priced restaurant ("family restaurant") that would compete with an International House of Pancakes restaurant, such as, but not limited to, The Village Inn, Bob's Big Boy, Shoney's, Denny's, Denny's Diner, Perkins', Waffle House, Baker's Square, Coco's, JB's, Allie's, Cracker Barrel, Marie Callender's, Friendly's or Bob Evan's Farms. Notwithstanding anything to the contrary in the preceding sentence, the Company may use or lease, or permit or allow any tenant or purchaser to use or lease any portion of the Company Parcel for the following: (1) dinner houses or seafood restaurants, (2) Oriental, French, Mexican, Italian, or other ethnic restaurants, (3) any so-called "fast food" operation, such as, without limitation, McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell, or Whataburger, (4) any so-called "casual dining" restaurant such as Chili's or Black-Eyed Pea, or (5) any food speciality shops such as, without limitation, ice cream, yogurt, submarine sandwich, pizza or similar single item shops.

5. Remedies.

(A) In the event that either Owner (a "Defaulting Owner") shall fail to perform any of the maintenance obligations set forth herein, then the other Owner (a "Non-Defaulting Owner") may notify the Defaulting Owner in writing of the default hereunder (a "Default Notice"), and the Defaulting Owner shall have thirty (30) days from the receipt of the Default Notice to cure the default set forth therein, provided that if

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such default is not capable of cure within said thirty (30) day period, then the Defaulting Owner shall commence to cure said default within said thirty (30) day period and shall proceed to diligently pursue the cure of same as soon as reasonably practicable. If the Defaulting Owner shall fail to undertake the cure of any default subject to a Default Notice, then upon an additional three (3) days' notice, the Non-Defaulting Owner may enter upon the Defaulting Owner's Parcel to effect said cure, and the cost thereof shall be charged to the Defaulting Owner and paid to the Non-Defaulting Owner together with interest thereon at the Prime Rate plus three percent (3%) from the date expended by the Non-Defaulting Owner within ten (10) days after the receipt of an invoice therefor. In the event of an emergency, the Non-Defaulting Owner may enter upon the Defaulting Owner's Parcel without prior notice. For purposes of this Agreement an "emergency" shall mean imminent danger of injury or death to person or damage to property. For purposes hereof, "Prime Rate" shall mean the prime rate as announced by Citibank or its successors from time to time.

(B) Any claim for reimbursement against a Defaulting Owner pursuant to Paragraph 4(A) above for failure to pay the Non-Defaulting Owner within thirty (30) days after notice of the amount due shall be secured by a lien on the Defaulting Owner's Parcel and improvements thereon, which lien shall be effective upon the recording of a notice thereof in the office of the Recorder of Deeds of Cook County, Illinois. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel ("First Mortgage") and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such First Mortgage shall take title subject only to liens thereafter accruing pursuant to this Section 4.

(C) No default under this Agreement shall entitle any Parcel Owner to terminate, cancel or otherwise rescind this Agreement, provided, however, this limitation shall not affect any other rights or remedies the Parcel Owners may have by reason of any default under this Agreement.

6. Indemnification. Each Owner agrees to indemnify, defend and hold the other harmless with respect to (i) their respective failure to comply with the any of the terms hereof, and (ii) all claims for injury or death to persons or damage to or for loss of property due to the extent of the negligence of the indemnifying Owner, its agents or employees. Such indemnification shall include

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all costs and reasonable attorneys fees incurred as a result of such failure, but shall exclude any claim covered by the indemnified party's insurance required to be carried hereunder.

7. Notices. Any notice required herein shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, to the parties at the addresses set forth below or at such other address as the respective parties may from time to time designate by like notice, on the third business day following the date of such mailing:

If to the Company: c/o Terraco, Inc.
8707 Skokie Blvd.
Skokie, Illinois 60077
Attn: Scott H. Gendell

If to CNL: CNL Restaurant Properties, Inc.
450 South Orange Avenue
Orlando, Florida 32801-3336
Attn: Servicing Dept.

Notice shall also be deemed sufficient if sent by personal delivery or overnight carrier, and in either such event, shall be deemed given on the date of delivery or the date of refusal of delivery.

8. General.

(A) Except as otherwise expressly provided herein, nothing contained herein is intended, nor shall it be construed: (a) to constitute a dedication of any part of any Parcel to the public; or (b) to vest in any member of the public any right to exercise any easement granted herein, or otherwise to use or enjoy any easement area.

(B) Each party shall cause any mortgagee having an interest in its Parcel to execute a consent hereto.

(C) This Agreement may only be amended by an instrument executed and delivered by the Owners.

(D) The headings of the sections hereof are for convenience of reference only, and shall not be considered in construing their contents.

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(E) This Agreement shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(F) If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, in its application to any person, circumstance or otherwise, such provision shall be limited to the minimum extent necessary to render the same valid and enforceable, or deleted, if circumstances so require, and the remainder of this Agreement (including, without limitation, any such provision so limited) shall be binding and enforced to the maximum extent permitted by law.

(G) Upon the written request of an Owner, another Owner shall execute and deliver an estoppel certificate certifying, among other things, that this Agreement is in full force and effect, and that to the best knowledge of the Owner giving the certificate, the other Owners are not in default under this Agreement.

(H) This Agreement may be executed in two or more counterparts, each which shall be deemed an original, and all of which together shall constitute single instrument.

(I) Whenever the time for performance of any obligation under this Agreement falls on a Saturday, Sunday or legal holiday in the State of Illinois, such time shall ipso facto deemed extended to the next day that is not a Saturday, Sunday or legal holiday in the State of Illinois.

9. Mortgage Subordination. Any mortgage or deed of trust affecting any portion of any Parcel shall at all times be subject to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Agreement. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its Parcel other than mortgage or deed of trust liens that are held by the lenders who have executed this Agreement.

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

BGP Bridgeview, L.L.C.

By: [Signature]
Its [Signature]

CNL Income Fund XVIII, Ltd.

By: [Signature]
Its [Signature] *See Attached*

Consented to by mortgagee of the Company Parcel:

First Bank of Highland Park

By: [Signature]
Its [Signature] VICE CHAIRMAN

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Signed, sealed, and delivered
in the presence of:

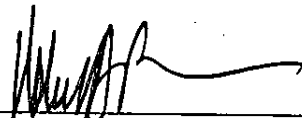
"LANDLORD"

CNL INCOME FUND XVIII, LTD.
a Florida limited partnership

BY: CNL REALTY CORPORATION
Florida corporation, as
General Partner

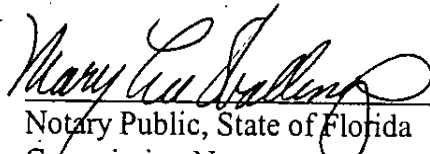

Name: KATHLEEN SHEPPARD



Name: Mary Lee Stallings

By: 
Robert A. Bourne, as President

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before this 10th day of August, 2001, by ROBERT A. BOURNE, as President on behalf of CNL Realty Corporation, a Florida corporation, on behalf of said corporation, as General Partner of CNL Income Fund XVIII, LTD, a Florida limited partnership. He is personally known to me or has produced Florida driver's license as identification and did not take on oath.


Notary Public, State of Florida
Commission No.:
My commission expires:

 Mary Lee Stallings
My Commission CC840527
Expires July 6, 2003

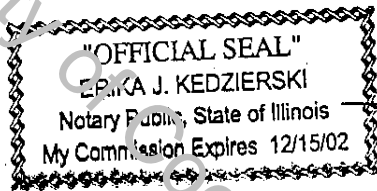
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State of Illinois)
)
County of Cook)

I, Erika J. Kedzierski, a Notary Public, in and for said county and state, do hereby certify that Scott Gendau personally known to me to be the Manager of BGP Bridgeview, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument as said Manager, and appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth herein.

Given under my hand and official seal, this 28th day of August, 2001.



Erika J. Kedzierski
Notary Public

State of Illinois)
) SS
County of _____)

I, _____, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ as _____ of CNL Income Fund XVIII, Ltd. 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 severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2001.

Notary Public

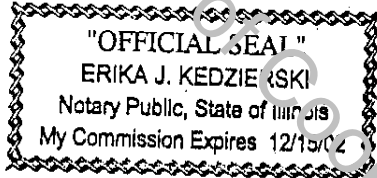
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State of Illinois)
County of COOK) SS

I, Erika J. Kedzierski, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Howard Levy as Vice Chairman of First Bank of Highland Park, 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 severally acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of AUGUST, 2001.



Erika J. Kedzierski
Notary Public

COOK County Clerk's Office

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EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION:

That part of the Southwest 1/4 of the South 1/2 of the East 1/2 of the Southeast 1/4 of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Beginning at a point on the South line of the Southeast 1/4 of said Section 25, 604.08 feet East of the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 25; thence North 154.03 feet along a line parallel to the West line of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 25 to a point; thence northeasterly along the arc of a curve whose radius is 963 feet convexed southeasterly, and the center of said curved line being 1095 feet North of the South line and 925 feet West of the East line of said Southeast 1/4 of Section 25, a distance of 58.25 feet, more or less, to the East line of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 25; thence South on said East line of the Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 168.30 feet to the South line of the Southeast 1/4 of said Section 25; thence West along said South line of the Southeast 1/4 of said Section 25, 57.10 feet to the place of beginning; also

The West 134 feet of the South 379.26 feet of the ^{Southeast 1/4 of the} Southeast 1/4 of the Southeast 1/4 of Section 25, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom that portion thereof dedicated for highway purposes by Document 18158724 recorded May 10, 1961.

Pin #'s 18-25-406-012

18-25-406-011

18-25-406-020

18-25-500-007

18-25-499-004 -ARB

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Property address: 79th St + Harlem Ave
Bridgeview, IL

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Exhibit B
Company Parcel

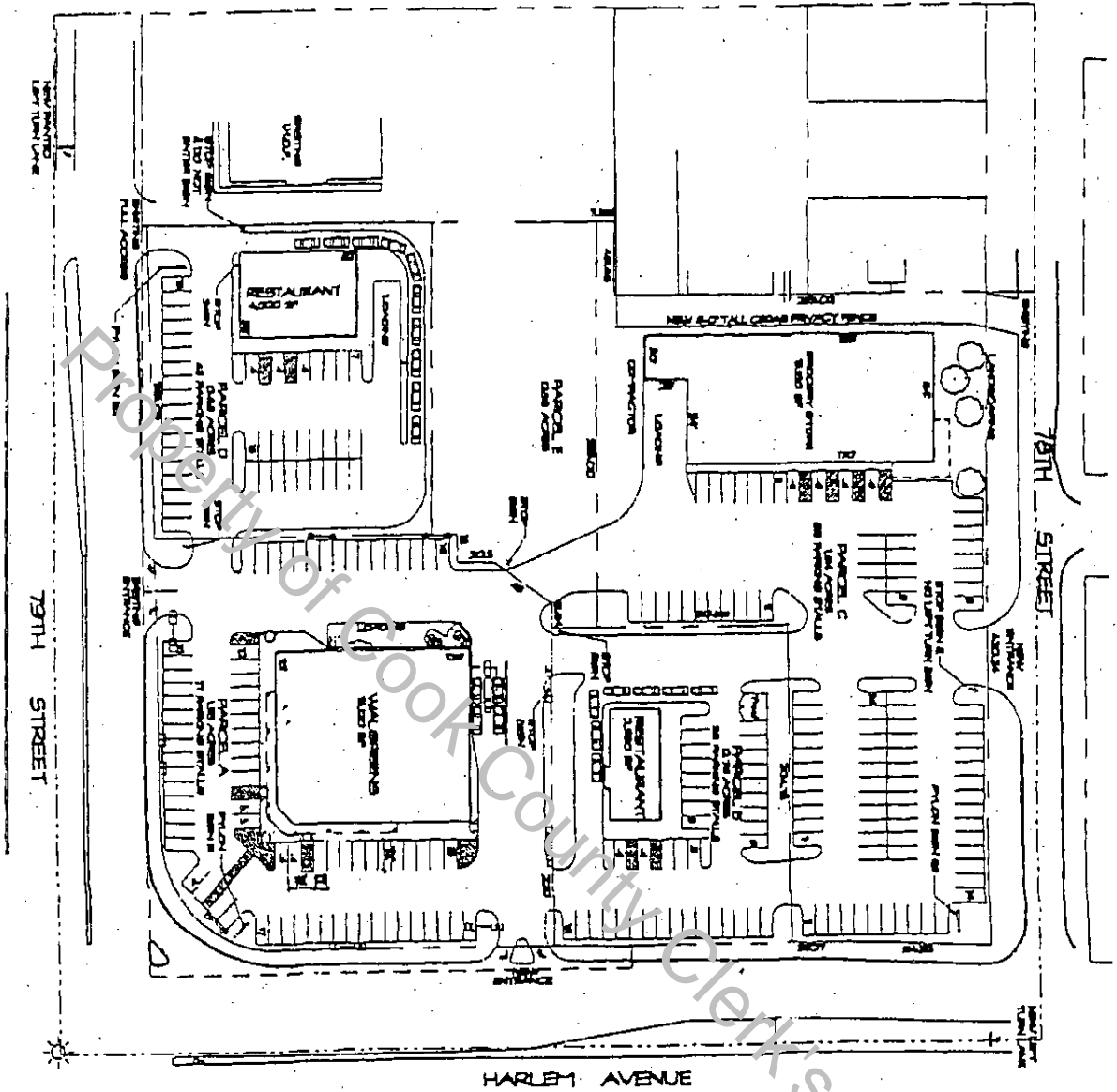
PARCEL D IN THE ELIZABETH & TINA SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO
THE PLAT THEREOF RECORDED ON DECEMBER 28, 2000 AS DOCUMENT
0001017246

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EXHIBIT C



PROPOSED SITE PLAN
SCHEME TT DECEMBER 26, 2000
111'

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PARCEL	AREA	PARTING REQUIRED	PARTING PROVIDED
PARCEL A	1.85 AC	91	74
PARCEL B	0.74 AC	28	28
PARCEL C	1.24 AC	48	43
PARCEL D	0.88 AC	9	9
TOTAL	4.71 AC	246	257

SITE SUMMARY

