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Karen A.Yarbrough
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DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made this 20th day of December, 2013 (the "Effective Date") by NRG TOUHY McCORMICK, LLC, an Illinois limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of four (4) parcels of real property situated in the County of Cook, Village of Skokie, State of Illinois and legally described on Exhibit A attached hereto and incorporated herein by this reference, which four (4) parcels are sometimes referred to individually hereinafter as "Lot 1", "Lot 2", "Lot 3" and/or "Lot 4".

B. Without restricting the purposes for which the Lots may be developed, Declarant intends to initially develop, or cause the development of (i) Lot 1 for an initial use as a grocery store; (ii) Lot 2 for an initial use as a bank, retail or restaurant; (iii) Lot 3 for an initial use as a restaurant and (iv) Lot 4 for an initial use as retail.

C. In order to facilitate the development of the Lots as indicated above, Declarant desires to impose certain easements upon the Lots, and to establish certain covenants, conditions and restrictions with respect to said Lots, for the mutual and reciprocal benefit and complement of the Lots and the present and future owners and occupants 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 hereby declares, covenants and agrees that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in

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connection therewith, the Declarant on behalf of itself and its successors and assigns covenants and agrees as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

- (a) The term “**Building Envelope**” means those areas of a Lot identified on page 4 of the Site Plan as the “Building Envelope”.
- (b) The term “**Capital Repair**” means the repair or replacement of an item pursuant to this Agreement, the cost of which is a capital expense, as determined in accordance with GAAP.
- (c) The term “**Commencement Date**” is defined in Section 3.9 hereof.
- (d) The term “**Common Area**” means those portions of the Lots that are outside of exterior walls of buildings or other structures from time to time constructed and/or located on the Lots and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, aisles, sidewalks, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (e) The term “**Corner Sign**” means the single-panel monument sign to be erected, subject to Laws, on Lot 3 in the location shown on page 1 of the Site Plan. The Owner or Ground Lessee of Lot 1 shall have the exclusive right to erect a sign panel on the Corner Sign. A rendering of the Corner Sign is shown on Exhibit L attached hereto and made a part hereof.
- (f) The term “**Effective Date**” is the date this Agreement is dated on the first page hereof.
- (g) The term “**Federal Access Easement Area**” means the real estate located north and adjacent to Lots 1 and 4 that is subject to that certain Easement Agreement between Declarant and Federal-Mogul Corporation dated February 7, 2013 and recorded prior to or simultaneously with this Agreement (the “**Federal Mogul Easement**”). The location of the Federal Access Easement Area is shown on page 2 of the Site Plan.
- (h) The term “**Ground Lessee**” means a tenant of a Lot whose Owner has agreed, in that tenant’s lease, to allow that tenant to exercise that Owner’s rights and remedies under this Agreement. Longhorn and Mariano’s are each a Ground Lessee.
- (i) The term “**Law**” or “**Laws**” means all laws, ordinances and regulations of any local, county, state or federal government or agency having jurisdiction, including but not limited to the Village Landscape Agreement, the Americans with Disabilities Act and any applicable law that governs hazardous, toxic, radioactive or pollutant substances.
- (j) The term “**Longhorn**” means RARE Hospitality Management, Inc., a Delaware corporation and/or its successors and assigns.

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- (k) The term “**Longhorn Lease**” means the ground lease of Lot 3 from NRG Touhy McCormick, LLC to Longhorn, as amended from time to time.
- (l) The term “**Lot**” or “**Lots**” means each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as legally described on Exhibit A, that is, Lot 1, Lot 2, Lot 3 and/or Lot 4 and any future subdivisions thereof. The location of Lot 1, Lot 2, Lot 3 and Lot 4 are shown on page 6 of the Site Plan.
- (m) The term “**Lot 1 Sign**” means the multi-panel monument sign to be erected, subject to Laws, on Lot 1 initially in the location shown on page 1 of the Site Plan. A rendering of the Lot 1 Sign and the location of the Sign Panels allocated to the other Lots is shown on Exhibit C attached hereto and made a part hereof.
- (n) The term “**Lot 1 Sign CAM**” is defined in Section 3.6 hereof.
- (o) The term “**Lot 4 Sign**” means the multi-panel monument sign to be erected, subject to Laws, on Lot 4 initially in the location shown on page 1 of the Site Plan. A rendering of the Lot 4 Sign and the location of the Sign Panels allocated to the other Lots is shown on Exhibit D attached hereto and made a part hereof.
- (p) The term “**Lot 4 Sign CAM**” is defined in Section 3.7 hereof.
- (q) The term “**Main Driveway**” means the driveways, roadways, light standards, curbing, paving, entrances and exits shown and labeled “Main Driveway” on page 3 of the Site Plan.
- (r) The term “**Maintenance Charge**” is defined in Section 3.9 hereof.
- (s) The term “**Mariano’s**” means Roundy’s Supermarkets Inc., a Wisconsin corporation (its parent or any of its [or its parent’s] affiliates, subsidiaries) and/or its successors and assigns.
- (t) The term “**Mariano’s Lease**” means the lease of the building improvements located on Lot 1 from NRG Touhy McCormick, LLC to Mariano’s, as amended from time to time.
- (u) The term “**Off-Site Grass**” means the grass located outside the Lots and/or in the parkway area, which grass is required to be watered, mowed and maintained pursuant to the Village Landscape Agreement.
- (v) The term “**Owner**” or “**Owners**” means the Declarant (as to all Lots, as of the Effective Date) and any and all successors or assigns of Declarant as the owner or owners of fee simple title to all or any portion of the Lots described herein, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, deed-in-lieu or otherwise. Owner *does not* mean the holder of any lien or encumbrance on such Lot.
- (w) The term “**Permittee(s)**” means the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of

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such Lot, and/or (ii) such tenant(s) or occupant(s). A Ground Lessee, Longhorn and Mariano's are each a Permittee.

(x) The term "Plat" means that certain Final Plat of Skokie Commons Subdivision that will be recorded with the Recorder subsequent to this Agreement.

(y) The term "Recorder" means the Office of the County Recorder of Cook County, Illinois.

(z) The term "Sign Panel(s)" means (i) one or more double-sided sign panels installed, or to be installed, on either the Lot 1 Sign or the Lot 4 Sign or (ii) one single sided sign panel installed, or to be installed, on the Corner Sign.

(aa) The term "Site Plan" means the site plan of the Lots attached hereto as Exhibit B. Notwithstanding the notations on the Site Plan that identify the square footage of the building located on each Lot, the square footage of said buildings may contain more or less square feet than shown on the Site Plan so long as each building (i) is constructed within the Building Envelopes shown on page 4 of the Site Plan, (ii) is approved by the Village and (iii) otherwise complies with the provisions of this Agreement.

(bb) The term "Storm Vault" means the storm water vault located on a portion of each Lot and shown on page 5 of the Site Plan.

(cc) The term "Village" means the Village of Skokie, an Illinois municipal corporation.

(dd) The term "Village Landscape Agreement" means that certain Agreement for Installation and Maintenance of Landscaping between Klein Tools Inc. and the Village dated August 26, 2013 and recorded with the Recorder as document number 1328950024.

(ee) The term "Village Water Agreement" means that certain Agreement in Relation to Water Mains on Private Property between the Declarant and the Village dated December 5, 2013.

(ff) The term "Water Main Costs" is defined in Section 3.11 hereof.

2. Easements.

2.1. Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, the Declarant hereby grants, establishes, covenants and agrees that the Lots, and all Owners and Permittees of the Lots, shall be benefitted and burdened by the following non-exclusive (except as provided in Section 2.1[f] below), perpetual (except as provided in Section 2.1[g] below) and reciprocal easements which are, to the extent stated herein, hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:

(a) Ingress/Egress. An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part

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of the Common Area of the Lots so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of the Lots intended for such purposes, and to and from all abutting streets or rights of way furnishing access to the Lots.

(b) Parking. An easement for vehicular parking over all paved parking spaces as such may exist from time to time constituting a part of the Common Area of the Lots so as to provide for the parking of motor vehicles on all parking spaces located on the Common Areas of the Lots intended for such purpose.

(c) Utilities. An easement under and across the Common Area of the Lots for the reciprocal flow of storm water runoff and the installation, maintenance, repair and replacement of water mains, storm drains, the Storm Vault, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located on the Lots; provided that the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of any Lot and the businesses conducted therein; provided further that if there are no buildings located on a Lot at the time utilities are installed thereon, said utilities shall not be installed under any building proposed to be erected on any Lot. The initial location of all proposed buildings are shown on the Site Plan. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Lot (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels). In the event a utility that benefits one Lot is installed on, and burdens, another Lot, the Owner and/or Permittee who installed the utility shall provide the Owner(s) and/or Permittee (s) of the Lot(s) who is burdened by the utility a plan showing the location of the utility line(s) that burden that Lot. Some initial utility line easements are shown on the Plat

(d) Sign Panels on the Lot 1 Sign. An easement for the benefit of Lots 2, 3 and 4 for the construction, reconstruction, replacement, operation, maintenance and repair of the Sign Panel allocated to Lots 2, 3 and 4 on the Lot 1 Sign located on Lot 1. The Owner and/or Permittee of Lot 2 shall have the right to erect and maintain a Sign Panel on the Lot 1 Sign in the location identified on Exhibit C as "Branch Bank". The Owner and/or Permittee of Lot 3 shall have the right to erect and maintain a Sign Panel on the Lot 1 Sign in the location identified on Exhibit C as "Longhorn Steakhouse". The Owner and/or Permittees of Lot 4 shall have the right to erect and maintain Sign Panels on the Lot 1 Sign in the locations identified on Exhibit C as "Tenant One", "Tenant Two", "Tenant Three" and "Tenant Four". The Owner and/or Permittees of Lot 1 shall have no right to erect and maintain a Sign Panel on the Lot 1 Sign.

(e) Sign Panels on the Lot 4 Sign. An easement for the benefit of Lots 2 and 3 for the construction, reconstruction, replacement, operation, maintenance and repair of the Sign Panel allocated to Lots 2 and 3 on the Lot 4 Sign located on Lot 4. The Owner and/or Permittee of Lot 2 shall have the right to erect and maintain a Sign Panel on the Lot 4 Sign in the location identified on Exhibit D as "Branch Bank". The Owner and/or Permittee of Lot 3 shall have the right to erect and maintain a Sign Panel on the Lot 4 Sign in the location

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identified on Exhibit D as "Longhorn Steakhouse". The Owner and/or Permittees of Lot 4 shall have the right to erect and maintain Sign Panels on the Lot 4 Sign in the locations identified on Exhibit D as "Tenant One", "Tenant Two", "Tenant Three" and "Tenant Four". The Owners and/or Permittees of Lot 1 shall have no right to erect and maintain a Sign Panel on the Lot 4 Sign.

(f) Corner Sign. An exclusive easement for the benefit of Lot 1 for the construction, reconstruction, replacement, operation, maintenance and repair of the Corner Sign located on Lot 3. The Owner or Permittee of Lot 1 shall have the exclusive right to erect and maintain a Sign Panel on the Corner Sign in the location identified on Exhibit E as "Mariano's". The Owners and/or Permittees of Lots 2, 3 and 4 shall have no right to erect and maintain a Sign Panel on the Corner Sign.

(g) Temporary Construction Easement. A temporary easement for vehicular and pedestrian ingress and egress ("Temporary Construction Easement") to enable the construction of improvements required for the initial development of the Lots. The Temporary Construction Easement shall be in effect only during periods when actual construction is being performed, shall be used only with such reasonable security and other procedures as may be established from time to time by the Owner of the burdened Lot and shall not be available if the effect of same is to prevent and/or materially restrict the Owner/Permittee of the Lot that is burdened by the Temporary Construction Easement from constructing improvements on its Lot. Each Owner/Permittee shall stage its construction, and store all construction materials, on its own Lot during any construction on its Lot. Any Owner availing itself of the benefit of this Temporary Construction Easement shall, at such Owner's sole cost and expense: (i) promptly pay all costs and expenses associated with such ingress/egress, (ii) diligently complete such work, (iii) promptly return the burdened Lot to a condition that is equal to or better than the condition that existed prior to the commencement of such work, (iv) promptly remove any debris, garbage, earth, equipment, etc. resulting from the exercise of rights hereunder, and (v) promptly repair any damage caused to the burdened Lot.

2.2. Indemnification. Each Owner (and its Permittees), and their respective successors and assigns having rights with respect to an easement granted hereunder (each a "Benefitted Owner") shall indemnify and hold the Owner (and its Permittees) whose Lot is subject to the easement (a "Burdened Owner") 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 the negligent, intentional or willful acts or omissions of the Benefitted Owner or the Benefitted Owner's Permittees, contractors, employees, agents, or others acting on behalf of the Benefitted Owner.

2.3. No Fences/Barriers. The Common Areas connecting the Lots shall not be blocked nor shall there ever be a fence or other barrier erected on any part of the Common Area that would prevent the use of the Common Area for pedestrian and vehicular ingress and egress as set forth in Section 2.1(a) above or materially interfere with the parking easement set forth in Section 2.1(b) above; provided that (i) during periods of construction on any Lot, temporary safety fencing or barriers may be erected in the Common Area surrounding a Building Envelope, or staging/storage

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areas located on that Lot, so long as (a) same is removed within a reasonable time after construction is completed and (b) no fences or barriers are erected on the Main Driveway and/or the Federal Access Easement Area, (ii) during periods of maintenance and repair on the Common Area of any Lot, temporary fencing or barriers may be erected around that part of the Common Area that is being repaired so long as (a) same is removed within a reasonable time after said maintenance and repair is completed and (b) no fences or barriers are erected on the Main Driveway and/or the Federal Access Easement Area, and (ii) if the Main Driveway or Federal Access Easement Area is being repaired, the provisions of the last sentence of Section 3.4 (b) hereof shall be applicable.

2.4 Reasonable Use of Easements.

(a) The easements hereinabove granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith; provided that the employees of a Permittee shall park their vehicles on the Lot occupied by that Permittee unless the Owner of another Lot agrees to allow said employees to park on its Lot.

(b) Once the utility lines, systems and equipment are installed pursuant to the easements granted in Section 2.1(c) hereof, no permanent building, structures or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such utility installations and said utility lines shall not be removed and or relocated unless the Owner(s) of the Lot(s) who are benefited by the easement approve same. With regard to any utility easement (i) benefiting Lot 1, said utility lines shall not be removed and or relocated without the approval of Mariano's, so long as the Mariano's Lease is in effect, and, (ii) benefiting Lot 3, said utility lines shall not be removed and or relocated without the approval of Longhorn, so long as the Longhorn Lease is in effect.

(c) Once commenced, any construction, maintenance or repair undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner or its Ground Lessee to enter upon a Lot of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Lot if the same interferes with utility easements or easements of ingress, egress or access to or in favor of another Owner's Lot, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the party undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the party undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

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(d) Except as may otherwise be specifically provided herein, nothing contained in this Agreement shall be deemed to grant to any Owner or its Permittees any right to alter or perform any construction upon another Lot owned or occupied by another Owner or Permittee, as applicable.

3. Maintenance/Common Area Modifications/Signs/Storm Vault/Maintenance Charge/Water Main Costs.

3.1. Buildings. Each Owner, at its sole cost and expense, covenants to maintain, repair and replace or cause its respective Permittees to maintain, repair and replace the building(s) located from time to time on its respective Lot in good order, condition and repair (including complying with all Laws with regard to same). Once constructed, in the event of any damage to or destruction of a building on any Lot, the Owner of that Lot shall, at its sole cost and expense and with due diligence either (a) repair, restore and rebuild (or cause its Permittee to perform such repair, restoration and repair) such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining (or cause its Permittee to perform such demolition and removal), including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this paragraph 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.

3.2. Common Area. Except as set forth in Sections 3.3 and 3.8 below, each Owner, at its sole cost and expense, covenants to maintain, repair and replace or cause its respective Permittees to maintain, repair and replace the Common Areas located on its respective Lot, including all pipes, mains, conduits, wires and cabling located thereon, in accordance with standards not less than those customarily followed in the operation and maintenance of similar retail shopping centers in the Skokie, Illinois area (including complying with all Laws with regard to same); provided that if the pipes, mains, conduits, wires and/or cabling located on the Common Area of a Lot exclusively serve another Lot, and no other Lot(s), then the Owner of the Lot being exclusively served by said pipes, etc. shall maintain, repair and replace same (or cause its respective Permittees to maintain, repair and replace same). Maintenance of the Common Areas shall include maintaining, repairing and replacing landscaping located on each Owner's respective Lot, as necessary and required pursuant to Law, removing snow and ice from the Common Areas, keeping the parking areas properly striped to assist in the orderly parking of cars. Maintenance of the Common Areas shall also include keeping the parking areas in the Common Area located on each Lot, and the Main Driveway, illuminated from dusk until 11:30 p.m. Sunday through Thursday and 12:30 a.m. Friday and Saturday on every Lot.

In the event an Owner (or Permittee) fails to maintain the Common Areas located on its Lot as required under this Section then the other Owners (and Ground Lessee(s)) shall have the right to exercise self-help to perform said obligation pursuant to Section 8.2 hereof.

3.3. Main Driveway/Federal Access Easement Area/Off-Site Grass. The Owner of Lot 1, at its sole cost and expense (but subject to payment of the Maintenance Charge pursuant to Section 3.9

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below and reimbursement from the other Lot Owners pursuant to the penultimate paragraph of this Section 3.3) covenants to maintain, repair and replace (i) the Main Driveway in accordance with standards not less than those customarily followed in the operation and maintenance of similar retail shopping centers in the Skokie, Illinois area (including complying with all Laws with regard to same and repairing any damage thereto caused by a casualty or condemnation), (ii) the Federal Access Easement Area in accordance with the Federal Mogul Easement and (iii) the Off-Site Grass in accordance with the Village Landscape Agreement. Maintenance of the Main Driveway and the Federal Access Easement Area shall include removing snow and ice from same and complying with all Laws with regard to same. In the event of a casualty or condemnation to the Main Driveway, the Owner of Lot 1 shall be entitled to all insurance and/or condemnation proceeds, if any, with regard to the Main Driveway and the other Owner's hereby assign its rights in said insurance and/or condemnation proceeds, if any, to the Owner of Lot 1.

In the event the Owner of Lot 1 fails to maintain the Main Driveway and/or Federal Access Easement Area and/or the Off-Site Grass as required under this Section then the other Owners (and Ground Lessee(s)) shall have the right to exercise self-help to perform said obligation pursuant to Section 8.2 hereof.

Nothing shall prevent the Owner of Lot 1 from requiring its Permittee, in its Permittee's lease, to comply with the provisions of this Section 3.3. So long as the Mariano's Lease is in full force and effect, Mariano's shall perform the obligations of the Owner of Lot 1 under this Section 3.3; provided that if the Main Driveway or the Federal Access Easement Area needs to be replaced, or the repair of same is a Capital Repair, the Owner of Lot 1, and not Mariano's, shall be obligated to replace or perform the Capital Repair to same and the other Lot Owners shall reimburse the Owner of Lot 1 for the cost of said replacement or Capital Repair within thirty (30) days of being invoiced for same, in the following percentages:

	<u>Percent</u>
Lot 2 Owner	9.14%
Lot 3 Owner	9.99%
Lot 4 Owner	14.28%

If any Lot Owner fails to pay for the cost of said replacement or Capital Repair within such 30 day period, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 below, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 below.

3.4. Common Area Modification.

(a) Subject to the other provisions of this Agreement, including subsections 3.4(b) and (c) below, each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas and/or buildings located on its Lot, subject to all Laws provided that (i) access

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to, and the visibility of, any building on a Lot is not unreasonably obstructed, (ii) the business operated on any Lot is not materially and adversely interrupted, (iii) no changes to the Common Area will prevent the enjoyment of, or materially interfere with, the easements rights granted in Section 2.1, and (iv) and no material changes are made to the Main Driveway or the Federal Access Easement Area (unless required by Law) unless all Lot Owners have consented to same. Each Owner's rights under this subsection (a) include, but are not limited to (subject to subsections 3.4[b] and [c] below): temporarily obstructing or closing off all or any part of the Common Area located on its Lot for the purpose of (i) maintenance, repair, construction, (ii) using same for outdoor sales (except outdoor sales are not permitted on the Main Driveway), (iii) preventing the acquisition of public rights therein or (iv) for other reasonable purposes; changing the area, level, location and arrangement of the Common Area located on its Lot; constructing other buildings, structures, or improvements on its Lot or the Common Area located on its Lot and making alterations thereof, additions thereto, subtractions therefrom, or rearrangements thereof; building additional stories on any building, and constructing additional buildings or facilities on its Lot; constructing multiple deck, elevated or underground parking facilities; excluding, expanding, changing, modifying, adding to or subtracting from (i) the size and dimensions of the Common Areas located on its Lot, (ii) the number, location and dimensions of buildings on its Lot, and (iii) the identity and type of stores and tenants on its Lot.

(b) Notwithstanding anything to the contrary contained in this Agreement or subsection (a) above, and so long as the Mariano's Lease is in full force and effect, (i) no Owner shall make any changes to the Common Area located on Lot 1, the Main Driveway or the Federal Access Easement Area (unless required by Law) without the consent of Mariano's, (ii) no Owner will change any entrances or driveways which provide a means of ingress and egress from adjoining streets to its Lot, as shown on the Site Plan, without the consent of Mariano's, (iii) no Owner will grant any third party any right to use any portion of its Lot for either ingress to or egress from any property not presently constituting a part of its Lot without the consent of Mariano's, except as otherwise provided in the Federal Easement, (iv) no Owner will grant any third party (other than other Owners and Permittees) any right to use any portion of its Lot for the parking of automobiles or other vehicles without the consent of Mariano's, (v) no Owner will permit any building to be located on its Lot to be constructed outside the Building Envelope shown on page 4 of the Site Plan without the consent of Mariano's, (vi) no building located on any Lot shall exceed twenty nine (29') feet in height, including architectural features, and (vii) after the initial construction of a building on each Lot, no Owner (or Permittee) will increase the gross leasable area of its building (or erect a new, larger building on its Lot) if to do so would violate the Village's parking requirements. In no event shall the number of parking spaces on Lot 1 be less than the number of spaces identified on the Site Plan; provided that the Owner of Lot 1 (or its Permittee) shall have the right to obstruct or close off parts of the Common Area located on Lot 1 and/or Main Drive and/or the Federal Access Easement Area for the purpose of maintenance and repair, provided that (w) any such obstruction or closure shall be on a temporary basis and only if necessary to perform said maintenance and repair, (x) shall be conducted in "phases" so that there is always access to and parking available to Lot 1, (y) shall not be conducted during the three (3)

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week period preceding and during any holiday, and (z) Mariano's receives prior notice of any such closures.

(c) Notwithstanding anything to the contrary contained in this Agreement and so long as the Longhorn Lease is in full force and effect, (i) the Owner of Lot 3 shall not make any changes to the Common Area located on Lot 3 or the Main Driveway (unless required by Law) without the consent of Longhorn, (ii) no Owner will permit any building to be located on its Lot to be constructed outside the Building Envelope outlined on page 4 of the Site Plan without the consent of Longhorn, (iii) the Main Driveway shall at all times remain and be used as drive aisles and access ways, as depicted on Exhibit B, for the non-exclusive benefit of all Lots, (iv) unless otherwise expressly provided for in this Agreement, no temporary or permanent structures shall be permitted within the Main Driveway other than light poles, curbing, appurtenant landscaping islands and traffic signs, (v) unless otherwise expressly provided for in this Agreement, no staging of materials or vehicles shall be permitted in the Main Driveway, (vi) the Main Driveway shall not be used for any promotional, public, quasi-public, philanthropic, carnival, festival or any similar activities; (vii) unless otherwise expressly provided for in this Agreement, the Main Driveway shall not be modified or closed without Tenant's prior written consent, which consent may be withheld, conditioned or delayed in Tenant's sole and absolute discretion; provided that portions of the Main Driveway may be temporarily closed for a reasonable period of time as needed to (a) perform repairs and/or maintenance or (b) avoid a public dedication so long as during any such closures, an alternative means of access shall be provided so that there shall at all times be reasonable access between Lot 3, the other Lots and the public roads; (viii) no portion of the Main Driveway shall be designated or reserved for the exclusive use of any person or entity; and (ix) the Main Driveway shall be maintained in good condition and state of repair and in a manner consistent with the standards of properties of similar size, quality and nature and located in the State of Illinois and in compliance with all Laws.

3.5. Utilities. The Owners shall each cause the construction, operation, maintenance, repair and replacement of any utility or other installations (including storm water lines, grates and manholes but excluding the Storm Vault located on its Lot which is addressed in Section 3.8 hereof) located on their respective Lots in good order, condition and repair, at its sole expense; provided that nothing shall prevent an Owner from requiring its Permittee, in its Permittee's lease, to comply with the provisions of this Section 3.5; provided that if said utility lines, storm water lines, grates and manholes located on an Owner's Lot exclusively serve another Lot, and no other Lot(s), then the Owner of the Lot being exclusively served by said utility lines, storm water lines, grates and manholes shall maintain, repair and replace same (or cause its respective Permittees to maintain, repair and replace same).

3.6. Lot 1 Sign. The Owner of Lot 4 shall be responsible for the erection of the Lot 1 Sign on Lot 1. The size, height and number of Sign Panels of Lot 1 Sign is shown on Exhibit C and is subject to the prior approval of the Village. The electrical service to the Lot 1 Sign shall be connected to the Lot 4 Owner's (or Permittee's) electric meter. The Owner of Lot 4 shall be responsible for the maintenance, utilities, insurance and repair of the Lot 1 Sign and may, from time to time during the term hereof and beginning on the date the Lot 1 sign has been constructed and Sign Panels have been

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erected thereon for each Lot, bill the Owner of Lots 2 and 3 (or its Permittees) whose Sign Panels have been erected, at the appropriate notice address provided in Section 11.11 below, such Owner's (or Permittees') share of the actual and reasonable cost of such maintenance, insurance, repair and utilities ("Lot 1 Sign CAM"), which shall be paid by the Lot 2 and 3 Owners (or its Permittees) to the Owner of Lot 4 within thirty (30) days of its receipt of such bill together with reasonable supporting documentation. Notwithstanding the foregoing, Lot 1 Sign CAM shall not include the maintenance, repair and replacement of the Lot 2, 3 and 4 Owner's (or its Permittees) Sign Panels on the Lot 1 Sign, which shall remain the obligation of the applicable Lot Owner (or its Permittee) benefiting from said Lot 1 Sign Panel.

If any Lot Owner (or its Permittee) fails to pay the Lot 1 Sign CAM within such 30-day period, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 below, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 below.

Each Lot Owner's (or Permittees') share of Lot 1 Sign CAM shall as follows:

	<u>Percent</u>
Lot 2 Owner	20%
Lot 3 Owner	20%
Lot 4 Owner	60%

Neither the Lot 1 Owner nor its Permittee(s) are obligated to pay any part of the Lot 1 Sign CAM.

In the event of any damage to, or destruction of, the Lot 1 Sign after it is constructed, the Owner of Lot 4 shall with due diligence repair, restore and rebuild the Lot 1 Sign to its condition prior to such damage or destruction and the cost thereof, to the extent not covered by insurance, shall be included in Lot 1 Sign CAM.

It is the intent of this Section that each Owner's obligation to pay the Lot 1 Sign CAM shall commence as of the date a Sign Panel for its Lot has been erected on the Lot 1 Sign and until that occurs, that Lot Owner shall have no obligation to pay said Lot 1 Sign CAM; provided that once that Lot Owner is obligated to pay the Lot 1 Sign CAM pursuant to this Section, its obligation for same shall continue during the term of this Agreement.

3.7. Lot 4 Sign. The Owner of Lot 4 shall be responsible for the erection of the Lot 4 Sign on Lot 4. The size, height and number of Sign Panels of Lot 4 Sign is shown on Exhibit D and is subject to the prior approval of the Village. The electrical service to the Lot 4 Sign shall be connected to the Lot 4 Owner's (or Permittee's) electric meter. The Owner of Lot 4 shall be responsible for the maintenance, utilities, insurance and repair of the Lot 4 Sign and may, from time to time during the term hereof, and beginning on the date the Lot 4 sign has been constructed and Sign Panels have been erected thereon for each Lot, bill the Owner of Lots 2 and 3 (or its Permittees) whose Sign

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Panels have been erected, at the appropriate notice address provided in Section 11.11 below, such Owner's (or Permittees') share of the actual and reasonable cost of such maintenance, insurance, repair and utilities ("Lot 4 Sign CAM"), which shall be paid by the Lot 2 and 3 Owners (or its Permittees) to the Owner of Lot 4 within thirty (30) days of its receipt of such bill together with reasonable supporting documentation. Notwithstanding the foregoing, Lot 4 Sign CAM shall not include the maintenance, repair and replacement of the Lot 2, 3 and 4 Owner's (or its Permittees) Sign Panels on the Lot 4 Sign, which shall remain the obligation of the applicable Lot Owner (or its Permittee) benefiting from said Lot 4 Sign Panel.

If any Lot Owner (or its Permittee) fails to pay the Lot 4 Sign CAM within such 30-day period, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 below, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 below.

Each Lot Owner's (or Permittees') share of Lot 4 Sign CAM shall as follows:

	<u>Percent</u>
Lot 2 Owner	20%
Lot 3 Owner	20%
Lot 4 Owner	60%

Neither the Lot 1 Owner nor its Permittee shall have any obligation to pay any part of the Lot 4 Sign CAM.

In the event of any damage to, or destruction of, the Lot 4 Sign after it is constructed, the Owner of Lot 4 shall with due diligence repair, restore and rebuild the Lot 4 Sign to its condition prior to such damage or destruction and the cost thereof, to the extent not covered by insurance, shall be included in Lot 4 Sign CAM.

It is the intent of this Section that each Owner's obligation to pay the Lot 4 Sign CAM shall commence as of the date a Sign Panel for its Lot has been erected on the Lot 4 Sign and until that occurs, that Lot Owner shall have no obligation to pay said Lot 4 Sign CAM; provided that once that Lot Owner is obligated to pay the Lot 4 Sign CAM pursuant to this Section, its obligation for same shall continue during the term of this Agreement.

3.8. Storm Vault. The Owner of Lot 1 shall, at its sole cost and expense (but subject to payment of the Maintenance Charge pursuant to Section 3.9 below and reimbursement from the other Lot Owners pursuant to the penultimate paragraph of this Section 3.8), maintain, repair and replace the Storm Vault. Such maintenance shall include, but not be limited to, the structural, engineering and operational components of the Storm Vault as well as any other requirements necessary for the Storm Vault to be fully functional in accordance with its initial design and otherwise comply with Law.

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In the event the Owner of Lot 1 fails to maintain the Storm Vault as required under this Section then the other Owners (and Ground Lessee(s)) shall have the right to exercise self-help to perform said obligation pursuant to Section 8.2 hereof.

Nothing shall prevent the Owner of Lot 1 from requiring that its Permittee, in its Permittee's lease, perform the obligations of the Owner of Lot 1 pursuant to this Section 3.8. So long as the Mariano's Lease is in full force and effect, Mariano's shall comply with the provisions of this Section 3.8; provided that if the Storm Vault needs to be replaced, or the repair of same is a Capital Repair, the Owner of Lot 1, and not Mariano's, shall be obligated to replace or perform the Capital Repair to same and the other Lot Owners shall reimburse the Owner of Lot 1 for the cost of said replacement or Capital Repair within thirty (30) days of being invoiced for same, in the following percentages:

	<u>Percent</u>
Lot 2 Owner	9.14%
Lot 3 Owner	9.99%
Lot 4 Owner	14.28%

If any Lot Owner fails to pay for the cost of said replacement or Capital Repair within such 30 day period, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 below, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 below.

3.9. Maintenance Charge. Beginning on the sooner to occur of (i) the date a certificate of occupancy (or equivalent certificate) is issued for any building improvement constructed on Lot 2, Lot 3 or Lot 4 and (ii) three hundred sixty five (365) days after Mariano's opens for business on Lot 1 (which earlier date is herein called the "**Commencement Date**"), and for each calendar year thereafter, the Owner of Lot 1 shall have the right to invoice the Owner of the other Lots an annual maintenance charge (the "**Maintenance Charge**") in the amounts as follows:

	<u>Maintenance Charge</u>
Lot 2 Owner	\$3,000.00
Lot 3 Owner	\$3,000.00
Lot 4 Owner	\$4,000.00

The annual Maintenance Charge shall be prorated for partial calendar years.

After the occurrence of the Commencement Date, the Owner of Lot 1 shall have the right to invoice the Owner of each Lot the annual Maintenance Charge. It is the intent of this Section that each Owner's obligation to pay the Maintenance Charge shall commence on the Commencement

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Date and until the Commencement Date, no Lot Owner shall have any obligation to pay said Maintenance Charge; provided that once a Lot Owner is obligated to pay the Maintenance Charge pursuant to this Section, its obligation for same shall continue during the term of this Agreement.

Except for the cost of replacements and Capital Repairs, the Maintenance Charge is the Owner of Lots 2, 3 and 4 only reimbursement obligation with regard to Lot 1 Owner's maintenance obligations for the Main Driveway, the Federal Access Easement Area, the Off-Site Grass and the Storm Vault pursuant to Sections 3.3 and 3.8 hereof.

On the fifth (5th) anniversary date of the Commencement Date, and on each succeeding fifth (5th) anniversary date of the Commencement Date, the Maintenance Charge shall increase over the immediately preceding Maintenance Charge (as adjusted pursuant to this paragraph) by ten (10%) percent.

If any Lot Owner (or its Permittee) fails to pay the Maintenance Charge within thirty (30) days of being billed for same, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 below, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 below.

Nothing shall prevent the Owner of Lot 1 from giving its Permittee, in its Permittee's lease, the right to invoice the other Owners for the Maintenance Charge, as provided under this Section 3.9, so long as said Permittee is obligated under its lease to maintain the Main Driveway, the Federal Access Easement Area, the Off-Site Grass and the Storm Vault pursuant to Sections 3.3 and 3.8 hereof. So long as the Mariano's Lease is in full force and effect, Mariano's shall perform the obligations of the Owner of Lot 1 under this Section 3.9.

3.10 Corner Sign. The Owner of Lot 1 shall be responsible for the erection of the Corner Sign on Lot 3. The size, height and Sign Panel of the Corner Sign is shown on Exhibit E and is subject to the prior approval of the Village. The electrical service to the Corner Sign shall be connected to the Lot 1 Owner's (or Permittee's) electric meter. The Owner of Lot 1 shall be responsible for the maintenance, utilities, insurance and repair of the Corner Sign and keeping same in good condition.

Nothing shall prevent the Owner of Lot 1 from requiring its Permittee, in its Permittee's lease, to comply with the provisions of this Section 3.10. From and after the date the Corner Sign is erected, and so long as the Mariano's Lease is in full force and effect, Mariano's shall comply with the provisions of this Section 3.10.

So long as the Longhorn Lease is in full force and effect, the size, design and location of the Corner Sign shall not be changed from that shown on Exhibit E, without Longhorn's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided that Longhorn's consent to modify, alter, change or replace the "Mariano's" logo/name on the Corner Sign shall not be required so long as the modified logo/name (i) complies with all applicable Law and (ii) does not extend beyond the boundary/frame of the brick area of the Corner Sign .

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3.11 Water Main Costs. The Owner of Lot 4, at its sole cost and expense (but subject to reimbursement from the other Lot Owners pursuant to this Section 3.11) shall be responsible to maintain, repair and replace the water mains and associated facilities (the “Water Mains”) located on the Lots that are the subject of the Water Main Agreement. Such maintenance shall include complying with the requirements of the Water Main Agreement. The Owner of Lot 4 may, from time to time during the term hereof, bill the Owner of Lots 1, 2 and 3, at the appropriate notice address provided in Section 11.11 below, such Owner’s share of the actual cost to maintain, repair and replace the Water Mains (including complying with the requirements of the Water Main Agreement) (collectively the “Water Main Costs”), which shall be paid by the Lot 1, 2 and 3 Owners to the Owner of Lot 4 within thirty (30) days of its receipt of such bill together with reasonable supporting documentation.

If any Lot Owner fails to pay the Water Main Costs within such 30-day period, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 below, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 below.

In the event the Owner of Lot 4 fails to maintain the Water Mains as required under this Section, then the other Owners (and Ground Lessee(s)) shall have the right, but not the obligation, to exercise self-help to perform said obligation pursuant to Section 8.2 hereof.

The Lot Owners share of the Water Main Costs is as follows:

	<u>Percent</u>
Lot 1 Owner	66.79%
Lot 2 Owner	9.14%
Lot 3 Owner	9.99%
Lot 4 Owner	14.28%

Nothing in this Agreement shall prevent an Owner from requiring its Permittee(s) to pay its share of the Water Main Costs (or the Village Water Main Costs [defined hereinafter]) if its Permittee(s) lease permits same.

In the event the Owner of Lot 4 fails to maintain the Water Mains as required under this Section 3.11, the Village shall have the right to perform said obligation pursuant to the Water Main Agreement. The Village’s cost to perform said obligation is called the “Village Water Main Costs” and if any Lot Owner fails to pay the Village its Lot’s share of the Village Water Main Costs, the Village shall have the right to file a lien against the Lots who have not paid, which lien(s) shall reflect that Lot Owner’s share of unpaid Village Water Main Costs.

The Owner of Lot 4 acknowledges that its obligations under this Section 3.11 are binding on its successors and assigns and that concurrent with every fee simple transfer of Lot 4, the transferee

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shall be deemed to have automatically assumed the duties and responsibilities of the Owner of Lot 4 pursuant to this Section 3.11; provided that if requested by the transferor, the transferee shall execute an appropriate document assuming the duties and responsibilities of the Owner of Lot 4 pursuant to this Section 3.11.

Notice of all pending transfers of Lot 4 shall be delivered to the Village at least thirty (30) days in advance of such transfer. The notice shall include the identity of the transferee and a certification that a copy of the Water Main Agreement has been provided to the transferee. A notice confirming a completed transfer shall be delivered to the Village within three (3) days of the closing. The notice confirming the completed transfer shall include all relevant contact information regarding the transferee and any appropriate documents executed by the transferee obligating transferee to abide by the terms and provisions of this Section 3.11.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Lot shall be constructed, operated and maintained so that the same is in compliance with all applicable Laws.

5. Use Restrictions.

5.1. General. Subject to Section 10.5 hereof, each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all Laws, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Lot which is illegal.

5.2. Mariano's Lease Restrictive Uses. So long as the Mariano's Lease is in full force and effect, none of the Lots may be used for any of the purposes set forth on Exhibit F.

5.3. Longhorn Lease Restrictive Uses. So long as the Longhorn Lease is in full force and effect, none of the Lots may be used for any of the purposes set forth on Exhibit G.

6. Insurance and Taxes.

6.1. The Owners of each Lot hereby covenant that throughout the term of this Agreement they shall either carry, or cause their respective Permittees to carry, general and/or comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon the respective Owner's Lot, with single limit coverage of not less than an aggregate of Three Million Dollars (\$3,000,000.00) including umbrella coverage, if any, and shall name each other Owner (and upon request, its respective Permittees) as additional insureds, and shall enforce the provisions of each Permittee lease for their respective Lots, which may relate to such insurance coverage, as applicable. The Owners of each Lot hereby covenant that throughout the term of this Agreement they shall cause their contractors and subcontractors performing work on their respective Lots, or shall cause their respective Permittees contractors and subcontractors performing work on their respective Lots, to carry adequate insurance coverage for bodily injury, death, and/or property damage in at least the same amount(s) as required to be carried hereinabove, with companies which are authorized to do business in the State of Illinois. Nothing shall prevent the Owner of any Lot from allowing its Permittee, in its Permittee's lease, to carry insurance coverage in amounts less than provided in this Section 6.1.

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6.2. The Owners of each Lot hereby covenant that throughout the term of this Agreement they shall either pay, or cause their respective Permittees to pay, all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot and shall enforce the provisions of the leases for their respective Lots which may relate to such payment of taxes, as applicable.

7. 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 Lot. No easements, except those expressly set forth in Section 2, shall be implied by this Agreement.

8. Remedies and Enforcement.

8.1. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner, or its Permittee, of any of the terms, covenants, restrictions or conditions hereof, and the failure to cure such breach within thirty (30) days after written notice thereof, the other Owner(s) 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.

Nothing in this Agreement shall prohibit any Owner from giving its Ground Lessee, in its lease, the right to enforce the remedies available to that Owner under this Section 8.1, including the rights under Section 11.1 below. As long as the Mariano's Lease is in effect, Mariano's shall have the right to enforce the remedies available to an Owner pursuant to this Section 8.1, including the rights under Section 11.1 below. As long as the Longhorn Lease is in effect, Longhorn shall have the right to enforce the remedies available to an Owner pursuant to this Section 8.1, including the rights under Section 11.1 below.

8.2. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of an Owner, or its Ground Lessee, to cure a breach of this Agreement within thirty (30) days following written notice thereof (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30 day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion) the non-defaulting Owners shall have the right, either individually or collectively, to perform such obligation contained in this Agreement on behalf of such defaulting Owner (or Permittee) and be reimbursed by such defaulting Owner (or Permittee) upon demand for the reasonable costs thereof and, if such reimbursement is not made within thirty (30) days after demand, such defaulting Owner shall also pay interest at the "prime rate" charged from time to time by JPMorgan Chase Bank (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by Law).

Notwithstanding the foregoing, in the event of (i) an emergency and/or (ii) material blockage or other impairment of any easement rights created hereunder, any Owner (or its Ground Lessee) may immediately cure the same and be reimbursed by the defaulting Owner (or Permittee) upon demand for the reasonable cost thereof and, if such reimbursement is not made within thirty (30) days after demand, such defaulting Owner (or Permittee) shall also pay interest at the prime rate, plus two percent (2%), as above described. In such event, the curing party shall make reasonable efforts to

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advise the defaulting Owner (or Permittee) as quickly as possible provided failure to so advise the defaulting Owner (or Permittee) shall not waive any of the curing party's rights hereunder.

Nothing in this Agreement shall prohibit any Owner from giving its Ground Lessee, in its lease, the right to enforce the remedies available to that Owner under this Section 8.2. As long as the Mariano's Lease is in effect, Mariano's shall have the right to enforce the remedies available to an Owner pursuant to this Section 8.2. As long as the Longhorn Lease is in effect, Longhorn shall have the right to enforce the remedies available to an Owner pursuant to this Section 8.2 and if Longhorn exercises a right of self-help with regard to the Lot 1 Owner's maintenance obligations for the Main Driveway, the Federal Access Easement Area, the Off-Site Grass and the Storm Vault pursuant to Sections 3.3 and 3.8 hereof, and the Owner of Lot 1 (or Mariano's, if the Mariano's Lease is in effect) fails to reimburse Longhorn for said cost within thirty (30) days of Longhorn's demand, then Longhorn shall have the right to deduct the actual, documented costs thereof, plus interest at the rate set forth in this Section 8.2, from the Maintenance Charge subsequently due the Owner of Lot 1 (or Mariano's, if the Mariano's Lease is in effect) until Longhorn is fully reimbursed.

8.3. Lien Rights. Any and all amounts due hereunder and any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or any Ground Lessee) in enforcing any amounts due or payments owed under this Agreement in any suit or proceeding shall be assessed against the defaulting Owner in favor of the non-defaulting Owner (or Ground Lessee) and shall constitute a lien (the "Assessment Lien") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with the Recorder; 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 mortgage liens recorded with the Recorder, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of the Assessment Lien. All liens, except mortgage liens, recorded subsequent to the recordation of the notice of Assessment Lien described herein 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 was recorded, the party recording same shall record an appropriate release of such Assessment Lien.

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

8.5. Mortgagee Cure Rights. In the event of a breach of this Agreement by any Owner, any non-breaching Owner shall give written notice of such breach to the mortgagee of the Lot owned by the breaching Owner, if any, at the address last provided to the non-breaching Owner. The mortgagee of such Lot owned by the breaching Owner shall then have fifteen (15) days beyond the time given to the breaching Owner pursuant to Section 8.1 above to cure such breach (but in no event will said mortgagee be obligated to cure any such breach of the breaching Owner) before the non-breaching Owner may exercise its remedies hereunder.

8.6. No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid, or otherwise offset or impair, the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants,

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conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of all of the Lots in accordance with Section 11.2 hereof.

If any of the easements, covenants, conditions and restrictions created by this Agreement would otherwise be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the last to die of the now living lawful descendants of Barak H. Obama, President of the United States of America.

10. Exclusives.

10.1. Mariano's Exclusive. So long as the Mariano's Lease is in full force and effect, no Lot (except Lot 1) shall be used as a retail grocery supermarket with a liquor department, a packaged liquor store or for the sale of any food products including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit liquor, beer, wine, soda, bakery goods, delicatessen items, tobacco products or prescription and non-prescription pharmaceutical items; however, provided that the following are permitted: (i) a store who uses an "incidental" portion of its premises for the sale of grocery products, (ii) a restaurant that sells food and/or alcoholic beverages for on premises or off premises consumption, (iii) a coffee shop, (iv) a smoothie, ice cream or bagel shop, (v) a Walgreens drug store, or (vi) any other business who uses an "incidental" portion of their premises to sell ice cream, candy, nuts, popcorn, pretzels, so-called health and natural foods, donuts, cookies and sandwiches. For purposes of the foregoing restriction, the term "incidental" shall mean the lesser of (i) ten percent (10%) of the ground floor area within a business's premises or (ii) 1,000 square feet and in calculating such area one-half of all adjacent aisle space shall be included in such calculation.

10.2. Longhorn Exclusive. So long as the Longhorn Lease is in full force and effect, no Lot (except Lot 3) shall be used as a restaurant with a menu featuring steaks such as, for example purposes only (and not a limitation), Chop House, Golden Corral, Logan's Roadhouse, Lone Star Steakhouse, Original Roadhouse Grill, Outback, Roadhouse Grill, Ryan's Steakhouse, Sagebrush, Saltgrass Steakhouse, Sizzler, Smokey Bones, Steak and Ale, Ted's Montana Grill, Texas Land & Cattle, Texas Roadhouse, Texas Steakhouse, Trail Dust Steakhouse, Tumbleweed or such similar restaurant concepts. For purposes of this Section 10.2, "featuring" means that steaks constitute (or will constitute) twenty-five percent (25%) or more of the total number of appetizers and entrees listed on the menu at the subject restaurant. Notwithstanding the foregoing, this exclusive use restriction shall not prohibit any so called "fast food" or "fast casual" restaurant located in a building within any Lot and a menu featuring hamburgers, such as, for example purposes only (and not as a limitation), Burger King, Fatburger, Five Guys or McDonald's; provided that no such "fast food" or "fast casual" restaurant is a full service restaurant. Further, and so long as Lot 1 is a full service grocery store similar to the type of grocery store operated under the tradename "Mariano's," the sale of steak for (i) off-

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premises consumption or (ii) on-premises consumption within such grocery store (or on the outdoor seating area located immediately outside such grocery store) shall not be deemed to be a violation of this restriction.

10.3. Longhorn Additional Restrictions. Further, and so long as the Longhorn Lease is in full force and effect, (i) no Lot (except Lot 3) shall be used for a full service restaurant and (ii) no more than eight thousand (8,000) square feet of building improvement floor area (measured to the outside of exterior walls and the center of interior demising walls) of Lots 1, 2 and 4 (in the aggregate) shall be used for any restaurant use; provided that any "fast food" or "fast casual" restaurant operating on Lot 2 shall be located in the western end cap of the building erected on that Lot if said building contains two (2) or more tenant spaces. In the event the building located on Lot 2 is occupied by only one (1) tenant and such tenant's use is a "fast food" or "fast casual" restaurant, then the entrance to such restaurant shall not be located (i) on the east elevation of the building, or (ii) within the easterly 25% of the linear footage of either the north or south elevation of the building (i.e. such entrance may be located anywhere on the west elevation of the building or anywhere within the westerly 75% of the linear footage of either the north or south elevation of the building). So long as Lot 1 is a full service grocery store similar to the type of grocery store operated under the tradename "Mariano's," the sale of food for (i) off-premises consumption or (ii) on-premises consumption within such grocery store (or on the outdoor seating area located immediately outside such grocery store) shall not be deemed to be the operation of a restaurant for purposes of this restriction. For purposes of this Section 10.2, a "full service restaurant" is one that offers service to customers, seated at their tables, through servers/waiters; it is not intended to include restaurants where customers place their food orders at a walk-up counter and receive their food at such counter or at their tables.

10.4. AT&T Exclusive. So long as New Cingular Wireless PCS, LLC, its successors and assigns ("AT&T"), is open and operating a business on Lot 4 that sells, on a primary basis, wireless communication products and services, no business on Lots 2 or 4 may provide, offer, service and/or sell the following goods and services to the public on a primary basis: communication products and services including, but not limited to wireless communications products and services, local and long distance products and services, cable television products and services, Internet access products and services, and any substitutes which are the technological evolution of the foregoing. The foregoing restriction shall not apply to (i) Lot 1, (ii) Lot 3 so long as the Longhorn Lease is in full force and effect, or (iii) any business that offers its customers and invitees Wi-Fi service in its premises.

10.5. Future Exclusives. Each Lot shall be used for lawful purposes in conformance with all restrictions imposed by all Laws and this Agreement; provided that from and after the initial opening of a business on any Lot, a Lot Owner (or Permittee) shall have the right to change its use so long as said use is lawful, complies with all restrictions imposed by all Laws and this Agreement and does not violate an Exclusive (as hereinafter defined) in favor of another Permittee of any Lot that became applicable after the Effective Date (a "**Future Exclusive**") provided that the subject Future Exclusive remains in effect at that time. The Lot Owner (or Permittee) who desires to change its use shall have the right to request that any other Lot Owner provide it with a verbatim extract of the Future Exclusive on that Lot Owner's Lot or advise the requesting Lot Owner (or Permittee) that there is no Future Exclusive affecting its Lot; provided that a Lot Owner (or Permittee's) failure to request said Future Exclusives from the other Lot Owners shall not reduce or limit its obligation to

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abide by same. For purposes of this Section 10.5, an “**Exclusive**” is the right of a Permittee, as set forth in a document recorded against the Lot on which the Future Exclusive use is being operated, to be the only occupant of that Lot permitted to operate for a specific use. Notwithstanding the provisions of this Section 10.5 to the contrary, a Future Exclusive shall not (i) restrict Longhorn’s ability to operate a Longhorn Steakhouse on Lot 3, as such restaurant is customarily operated by Longhorn from time to time or (ii) apply to Lot 1.

In the event an Owner (or Permittee) requests that the other Owners either (i) provide it with a verbatim extract of any Future Exclusive on that Owner’s Lot, or (ii) advise it that there is no Future Exclusive affecting its Lot, and the responding Owner fails to reply to said written request within five (5) days after its receipt of same, and such failure continues for an additional five (5) days after the date of the responding Owner’s receipt of a second, follow-up written request, which second, follow-up written request contains the following language in bold and capitalized letters: **“YOUR FAILURE TO PROVIDE THE UNDERSIGNED WITH A VERBATIM EXTRACT OF ALL EXCLUSIVES AFFECTING YOUR LOT (AND THE DATE SAME BECAME EFFECTIVE) WITHIN FIVE (5) DAYS FROM YOUR RECEIPT OF THIS NOTICE WILL BE DEEMED TO MEAN THAT THERE ARE NO EXCLUSIVES AFFECTING YOUR LOT”**, then the requesting Owner (a) shall have the right to assume that there are no Future Exclusives affecting that Owner’s Lot and (b) shall have no obligation to comply with any Future Exclusives that apply to that Owner’s Lot in the event one exists as of the date of its request.

11. Miscellaneous.

11.1. Attorneys’ Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Owner, after a final adjudication (including appeals), shall be entitled to recover, from the defaulting Owner, its actual costs and reasonable attorneys’ fees incurred in the preparation and prosecution of such action or proceeding.

11.2. Amendment. The Owners agree that the provisions of this Agreement 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 Lots, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Recorder.

Notwithstanding the foregoing, and so long as the Mariano’s Lease is in full force and effect, the consent of Mariano’s shall be required for any change, modification or amendment to this Agreement that (i) adversely affects Lot 1 or the Main Driveway, (ii) adversely affects any easement or other rights created under this Agreement that benefits Lot 1 or Mariano’s, and/or (iii) increases Mariano’s monetary or other obligation to operate its business on Lot 1 or under the Mariano’s Lease.

Notwithstanding the foregoing, and so long as the Longhorn Lease is in full force and effect, the consent of Longhorn (which consent shall not be unreasonably withheld, conditioned or delayed) shall be required for any change, modification or amendment to this Agreement that (i) adversely affects Lot 3 or the Main Driveway, (ii) adversely affects any easement or other rights created under this Agreement that benefits Lot 3 or Longhorn, (iii) increases Longhorn’s monetary or other

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obligation to operate its business on Lot 3 or under the Longhorn Lease, (iv) materially affects Longhorn's use of the Common Area or its rights under the Longhorn Lease.

11.3. Consents. Wherever in this Agreement the consent or approval of an Owner (or Permittee) is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. 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; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner (or Permittee) under this Agreement to be effective, must be given, denied or conditioned expressly and in writing. Any such consent (or refusal) shall be given within ten (10) days after receipt of written request. If an Owner (or Permittee) does not timely respond, in writing, to a request for consent or approval and such failure continues for five (5) days after the date of that Owner's (or Permittee's) receipt of a second, follow-up written request, which second, follow-up written request contains the following language in bold and capitalized letters: **YOUR FAILURE TO CONSENT (OR REFUSE TO CONSENT) TO THE REQUEST CONTAINED IN THIS NOTICE WITHIN FIVE (5) DAYS FROM YOUR RECEIPT OF SAME WILL BE DEEMED AS YOUR APPROVAL OF SAME**, then such Owner's (or Permittee's) shall be deemed to have consented to such request.

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

11.5. No Agency. Nothing in this Agreement shall be deemed or construed by any Owner, Permittee 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 Owners and/or Permittee.

11.6. 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.

11.7. Grantee's Acceptance. The grantee of any Lot 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 Owner or from a subsequent owner of such Lot, 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.

11.8. Severability. Each provision of this Agreement and the application thereof to a Lot is hereby declared to be independent of and severable from the remainder of this Agreement. 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 Agreement. In

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the event the validity or enforceability of any provision of this Agreement 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 more than one Lot by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9. Time of Essence. Time is of the essence of this Agreement.

11.10. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11. 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 listed below may change from time to time their respective address for notice hereunder by like notice to the other parties listed below. The notice addresses of the Owners are as follows:

Lot 1 Owner: c/o Centrum Partners LLC
225 West Hubbard, 4th Floor
Chicago, IL 60654
Att: General Counsel

with a copy to: Roundy's Supermarkets, Inc.
875 East Wisconsin Avenue
MS3300
Milwaukee, Wisconsin 53202-5409

Lot 2 Owner: c/o Centrum Partners LLC
225 West Hubbard, 4th Floor
Chicago, IL 60654
Att: General Counsel

Lot 3 Owner: c/o Centrum Partners LLC
225 West Hubbard, 4th Floor
Chicago, IL 60654
Att: General Counsel

with a copy to: RARE Hospitality Management, Inc.
c/o: Darden Restaurants, Inc.
Attn: Property Law Administration Dept.
1000 Darden Center Drive
Orlando, FL 32837

and

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RARE Hospitality Management, Inc.
c/o: Darden Restaurants, Inc.
Attn: General Counsel
1000 Darden Center Drive
Orlando, FL 32837

Lot 4 Owner: c/o Centrum Partners LLC
225 West Hubbard, 4th Floor
Chicago, IL 60654
Att: General Counsel

Upon the sale of a Lot, the new notice address for that Lot shall be the address shown on the deed conveying that Lot, unless the purchaser of that Lot gives the other Lot Owners a different notice address.

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

11.13. Estoppel Certificates. Each Owner (or Ground Lessee), within fifteen (15) days of its receipt of a written request from any other Owner, shall, from time to time, provide the requesting Owner a certificate binding upon such Owner (or Ground Lessee) stating: (a) to the best of such Owner's (or Ground Lessee) knowledge, whether any other Owner (or Ground Lessee) is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14. Bankruptcy. In the event of any bankruptcy affecting any Owner or Permittee, the Owners agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15. No Merger. There shall be no termination or merger of this Agreement or the rights and obligations created hereunder with any other estate or interest in the Lots by reason of the fact that the same person or entity may acquire, hold or own more than one or all of the Lots, directly or indirectly. No such merger shall occur unless and until all persons or entities having an interest in this Agreement and the Lots shall join in a written instrument expressly effecting such merger and shall duly record the same.

11.16. Labor Harmony. During the performance of any work on any Lot, the Owner and/or Permittee performing said work agree that in the event of any labor strife as a result of said work, each Owner and/or Permittee performing said work shall respond in good faith and in a reasonable manner to resolve any such strife with respect to each Owner and/or Permittee's respective contractors.

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Exhibit A

Legal Descriptions of the Lots

Lot 1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26, WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID SECTION LINE, 856.49 FEET (RECORD DISTANCE OF 856.85 FEET) TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231, ALSO BEING A POINT WHICH IS 460.02 FEET (RECORD DISTANCE OF 460.00 FEET) EAST OF THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH 00 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, 55.00 FEET TO A LINE 55.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF TOUHY AVENUE AS SHOWN ON DOCUMENT NUMBER 89300294 AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG SAID EAST LINE, 445.38 FEET TO A CORNER; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG SOUTH LINE OF SAID LOT 1 IN H & M REALTY SUBDIVISION, 648.16 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 42 SECONDS EAST, 217.00 FEET; THENCE SOUTH 27 DEGREES 47 MINUTES 33 SECONDS WEST, 67.24 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, 197.00 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 42 SECONDS EAST, 170.86 FEET; THENCE NORTH 87 DEGREES 29 MINUTES 39 SECONDS WEST, 30.99 FEET TO A LINE 55.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF TOUHY AVENUE; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 211.78 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 42 SECONDS WEST, 28.87 FEET TO A LINE 80.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF TOUHY AVENUE; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 73.13 FEET; THENCE SOUTH 29 DEGREES 04 MINUTES 18 SECONDS WEST, 28.87 FEET TO A LINE 55.00 FEET NORTH OF AND PARALLEL WITH SAID CENTERLINE OF TOUHY AVENUE; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 86.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 1 IN SKOKIE COMMONS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13

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EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

CONTAINING 249,313 SQUARE FEET, (5.723 ACRES) MORE OR LESS.

Lot 2

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26, WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID SECTION LINE, 856.49 FEET (RECORD DISTANCE OF 856.85 FEET) TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231, ALSO BEING A POINT WHICH IS 460.02 FEET (RECORD DISTANCE OF 460.00 FEET) EAST OF THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH 00 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, 500.40 FEET (RECORD DISTANCE OF 500.00 FEET) TO A CORNER; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 IN H & M REALTY SUBDIVISION, 648.16 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 42 SECONDS EAST, 217.00 FEET; THENCE SOUTH 27 DEGREES 47 MINUTES 33 SECONDS WEST, 67.24 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 55 MINUTES 42 SECONDS EAST, 174.00 FEET TO A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF TOUHY AVENUE AS SHOWN ON DOCUMENT NUMBER 89300294; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 144.61 FEET; THENCE NORTH 87 DEGREES 29 MINUTES 39 SECONDS WEST, 52.48 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 42 SECONDS WEST, 170.86 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 18 SECONDS EAST, 197.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 2 IN SKOKIE COMMONS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

CONTAINING 34,196 SQUARE FEET, (0.785 ACRES) MORE OR LESS.

Lot 3

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH,

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RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26, WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID SECTION LINE, 856.49 FEET (RECORD DISTANCE OF 856.85 FEET) TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231, ALSO BEING A POINT WHICH IS 460.02 FEET (RECORD DISTANCE OF 460.00 FEET) EAST OF THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH 00 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, 500.40 FEET (RECORD DISTANCE OF 500.00 FEET) TO A CORNER; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 IN H & M REALTY SUBDIVISION, 648.16 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 42 SECONDS EAST, 217.00 FEET; THENCE SOUTH 27 DEGREES 47 MINUTES 33 SECONDS WEST, 67.24 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 04 MINUTES 18 SECONDS EAST, 219.00 FEET TO A LINE 43.77 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF MCCORMICK BOULEVARD AS SHOWN ON DOCUMENT NUMBER 893000294; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID PARALLEL LINE, 154.06 FEET; THENCE SOUTH 55 DEGREES 51 MINUTES 09 SECONDS WEST, 36.49 FEET TO A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF TOUHY AVENUE AS SHOWN ON DOCUMENT NUMBER 893000294; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 184.39 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 42 SECONDS WEST, 174.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 3 IN SKOKIE COMMONS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

CONTAINING 37,405 SQUARE FEET, (0.859 ACRES) MORE OR LESS.

Lot 4

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26, WHICH IS 660 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE SOUTH

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89 DEGREES 04 MINUTES 18 SECONDS WEST, ALONG SAID SECTION LINE, 856.49 FEET (RECORD DISTANCE OF 856.85 FEET) TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN H & M REALTY SUBDIVISION RECORDED JUNE 25, 1999 AS DOCUMENT NUMBER 99616231, ALSO BEING A POINT WHICH IS 460.02 FEET (RECORD DISTANCE OF 460.00 FEET) EAST OF THE WEST LINE OF THE SOUTH HALF OF THE EAST HALF OF THE WEST HALF OF SOUTHEAST QUARTER OF SAID SECTION 26 (MEASURED ALONG SAID SECTION LINE); THENCE NORTH 00 DEGREES 37 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY EXTENSION AND EAST LINE, 500.40 FEET (RECORD DISTANCE OF 500.00 FEET) TO A CORNER; THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1 IN H & M REALTY SUBDIVISION, 648.16 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 89 DEGREES 05 MINUTES 36 SECONDS EAST, CONTINUING ALONG SAID SOUTH LINE, 194.00 FEET TO A LINE 43.77 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF MCCORMICK BOULEVARD AS SHOWN ON DOCUMENT NUMBER 89300294; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, ALONG SAID PARALLEL LINE, 276.00 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 18 SECONDS WEST, 219.00 FEET; THENCE NORTH 27 DEGREES 47 MINUTES 33 SECONDS EAST, 67.24 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 42 SECONDS WEST, 217.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 4 IN SKOKIE COMMONS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

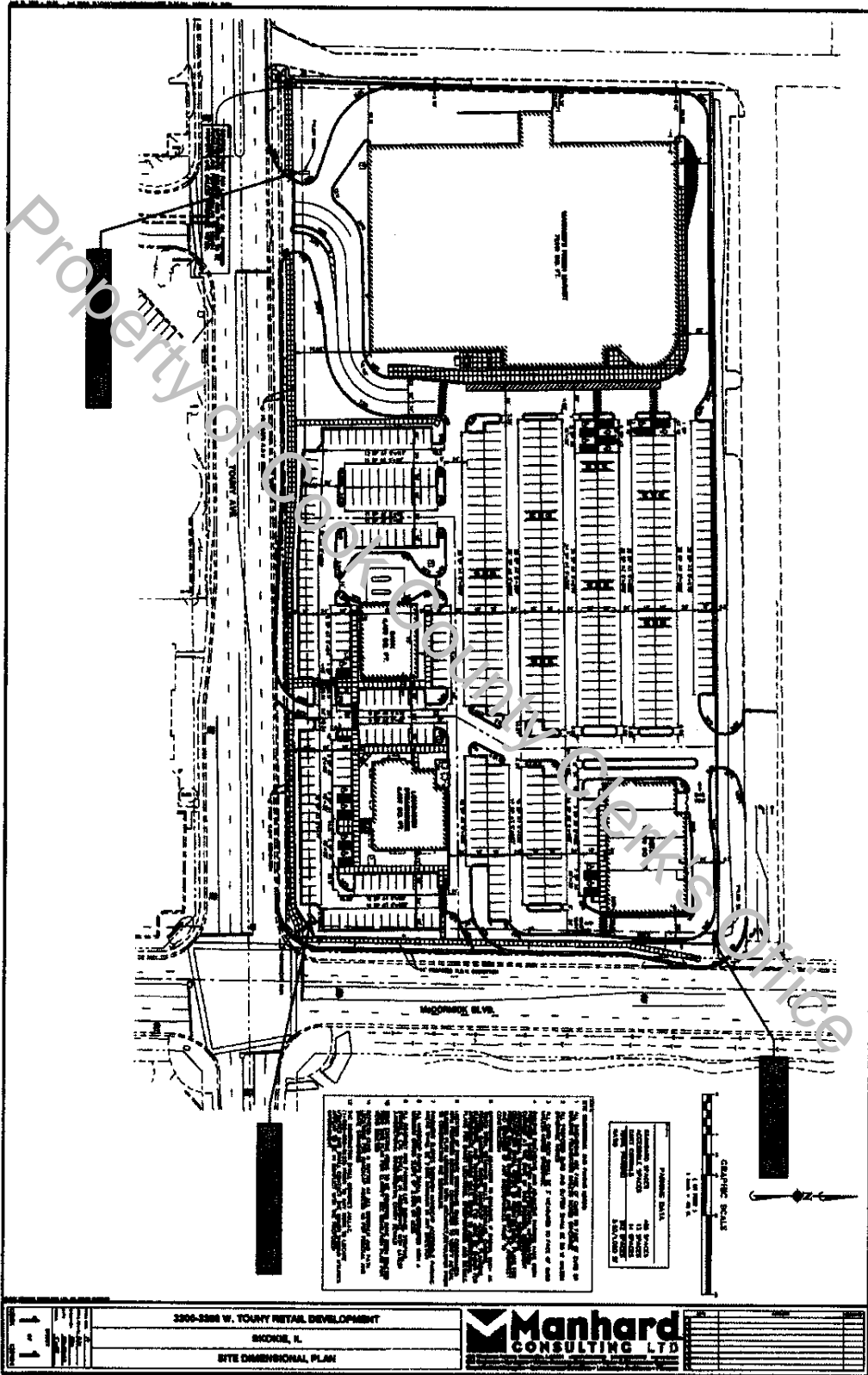
CONTAINING 53,475 SQUARE FEET, (1.227 ACRES) MORE OR LESS.

PIN: 10-26-403-002-0000

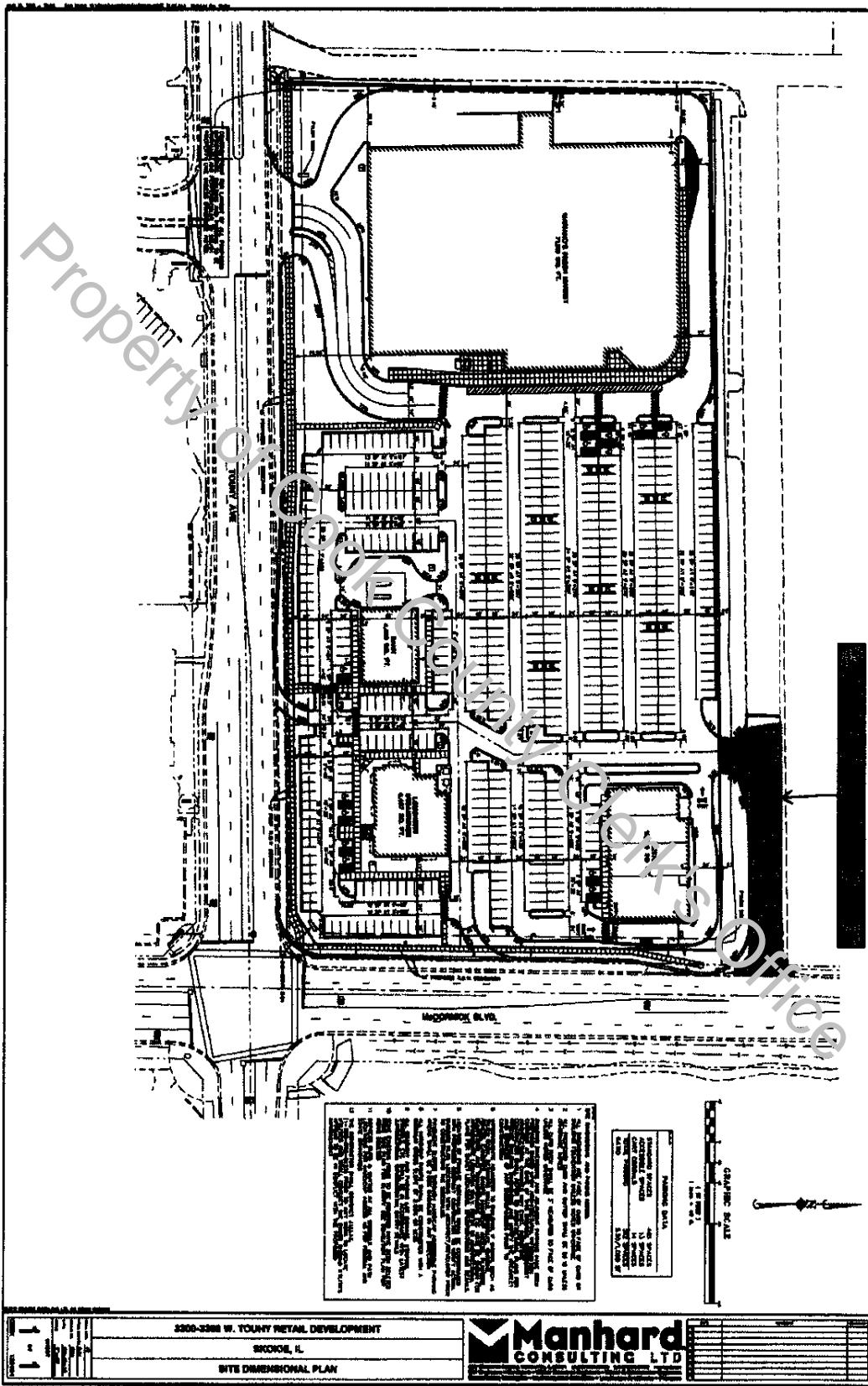
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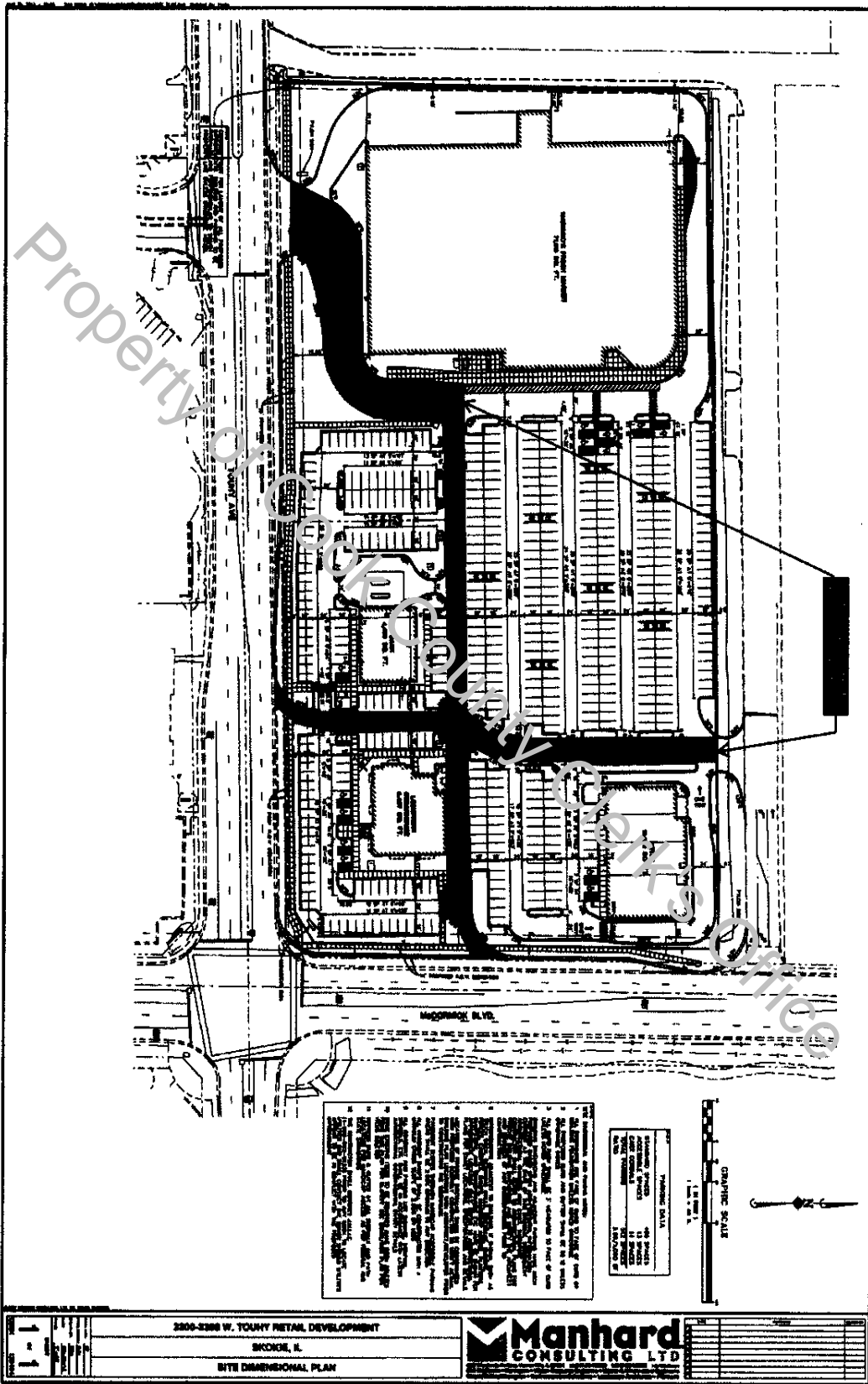
Exhibit B
Site Plan
Page 1 of 6



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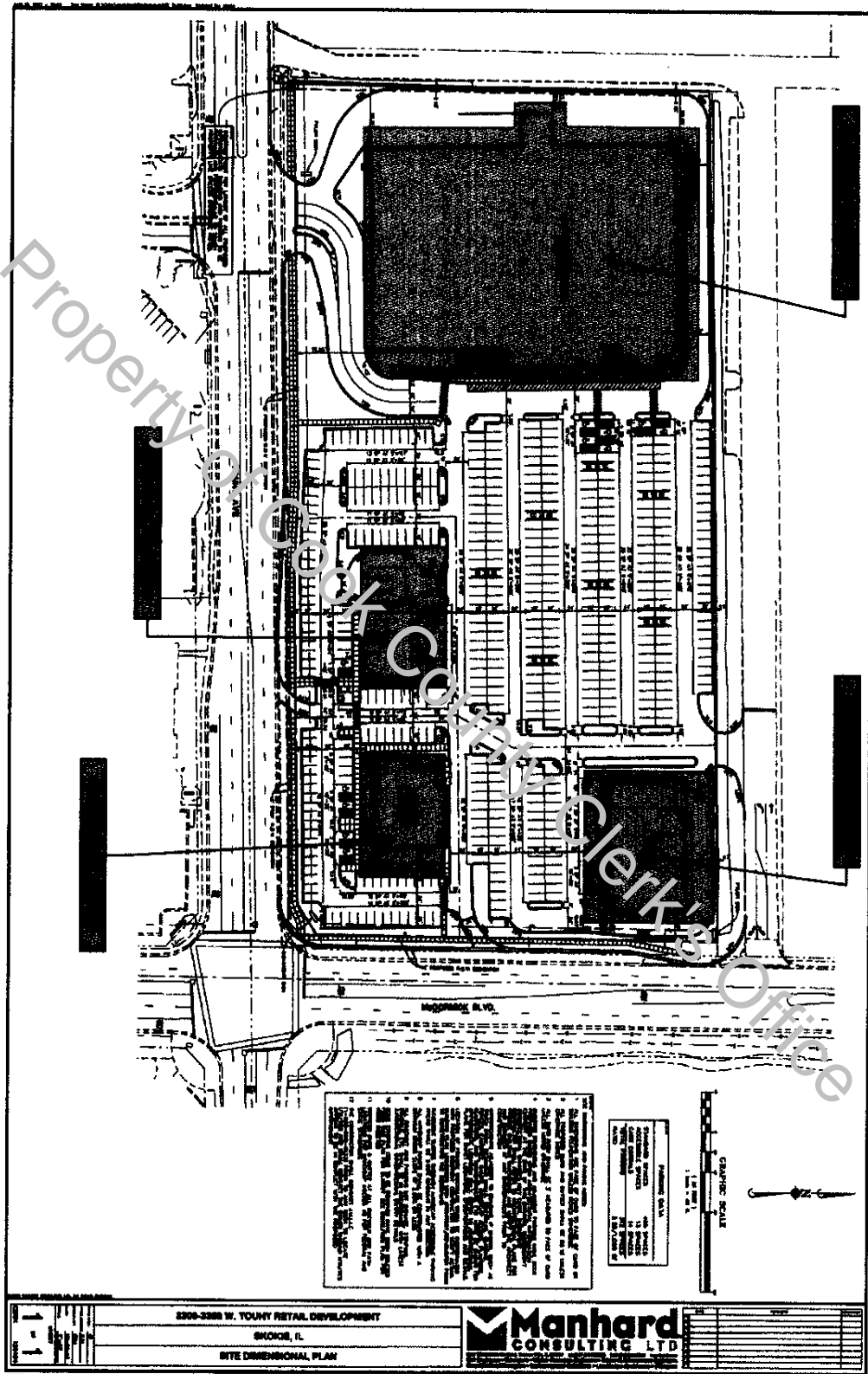
THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER'S OFFICE IS NOT RESPONSIBLE FOR ANY CHANGES OR MODIFICATIONS TO THIS PLAN.

DATE: 10/15/2011
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 SCALE: AS SHOWN
 PROJECT: 2800-2898 W. YORRY RETAIL DEVELOPMENT



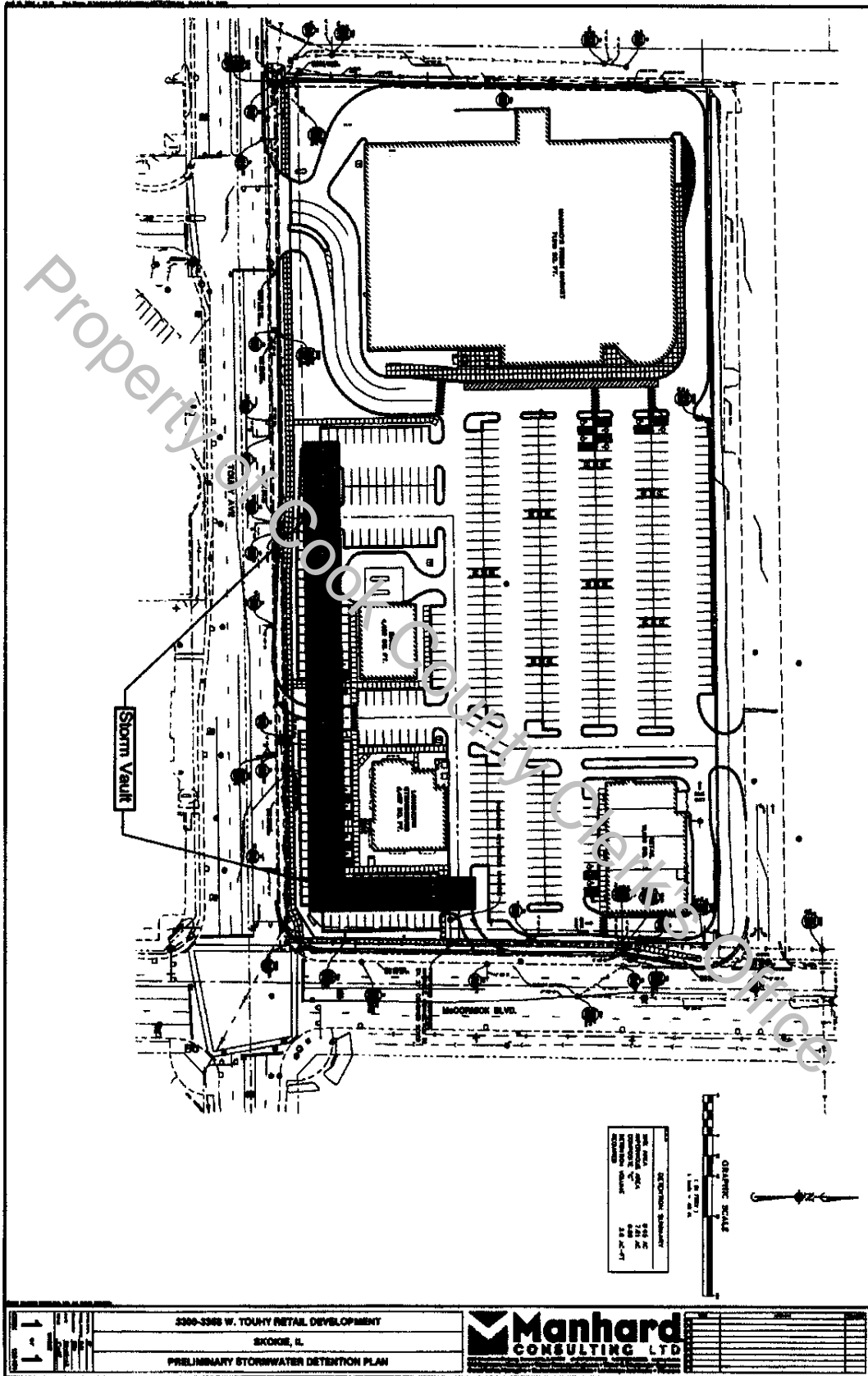
2800-2898 W. YORRY RETAIL DEVELOPMENT		<p>Manhard CONSULTING LTD</p>
BROOKS, IL		
SITE DIMENSIONAL PLAN		

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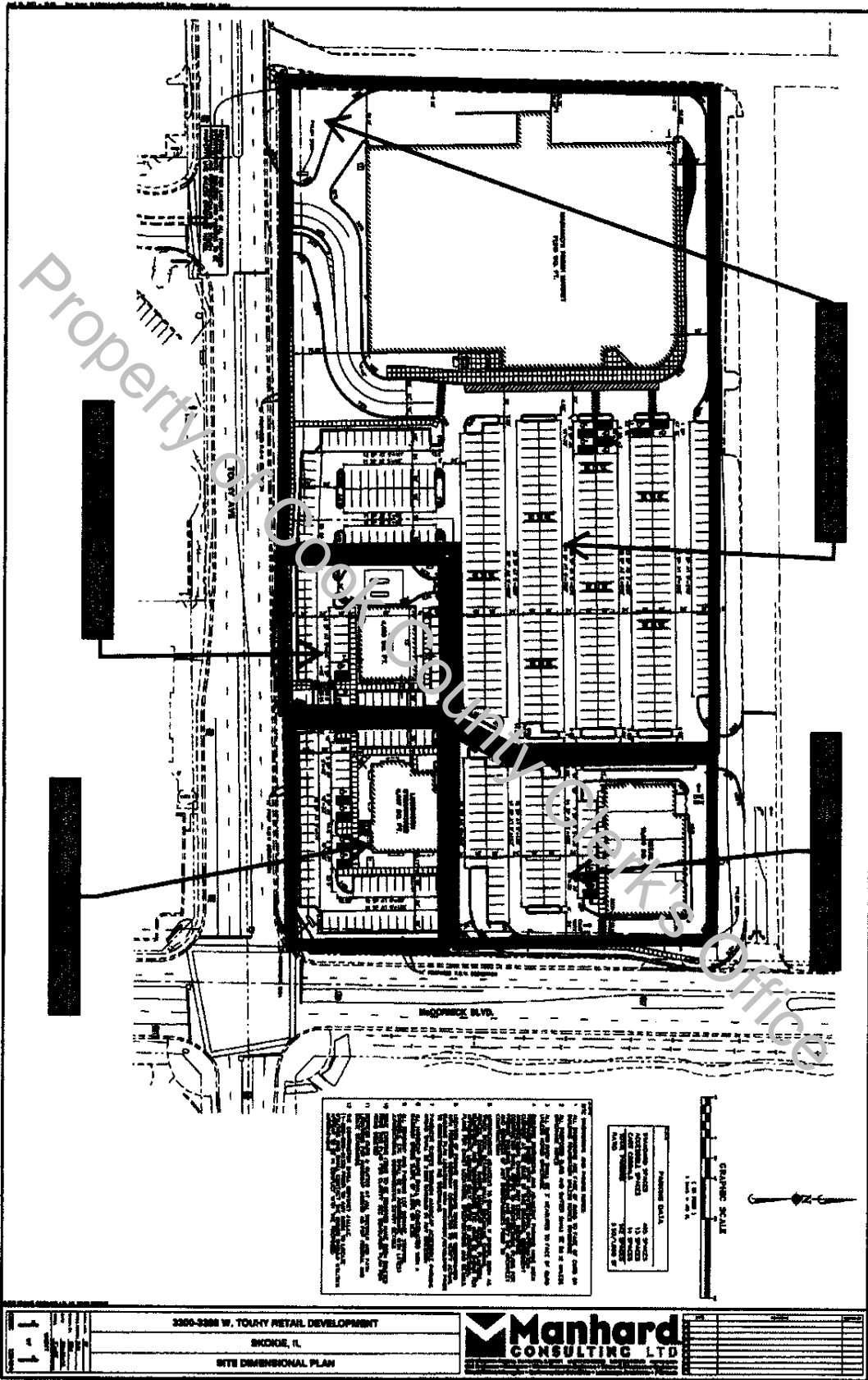


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Page 5 of 6

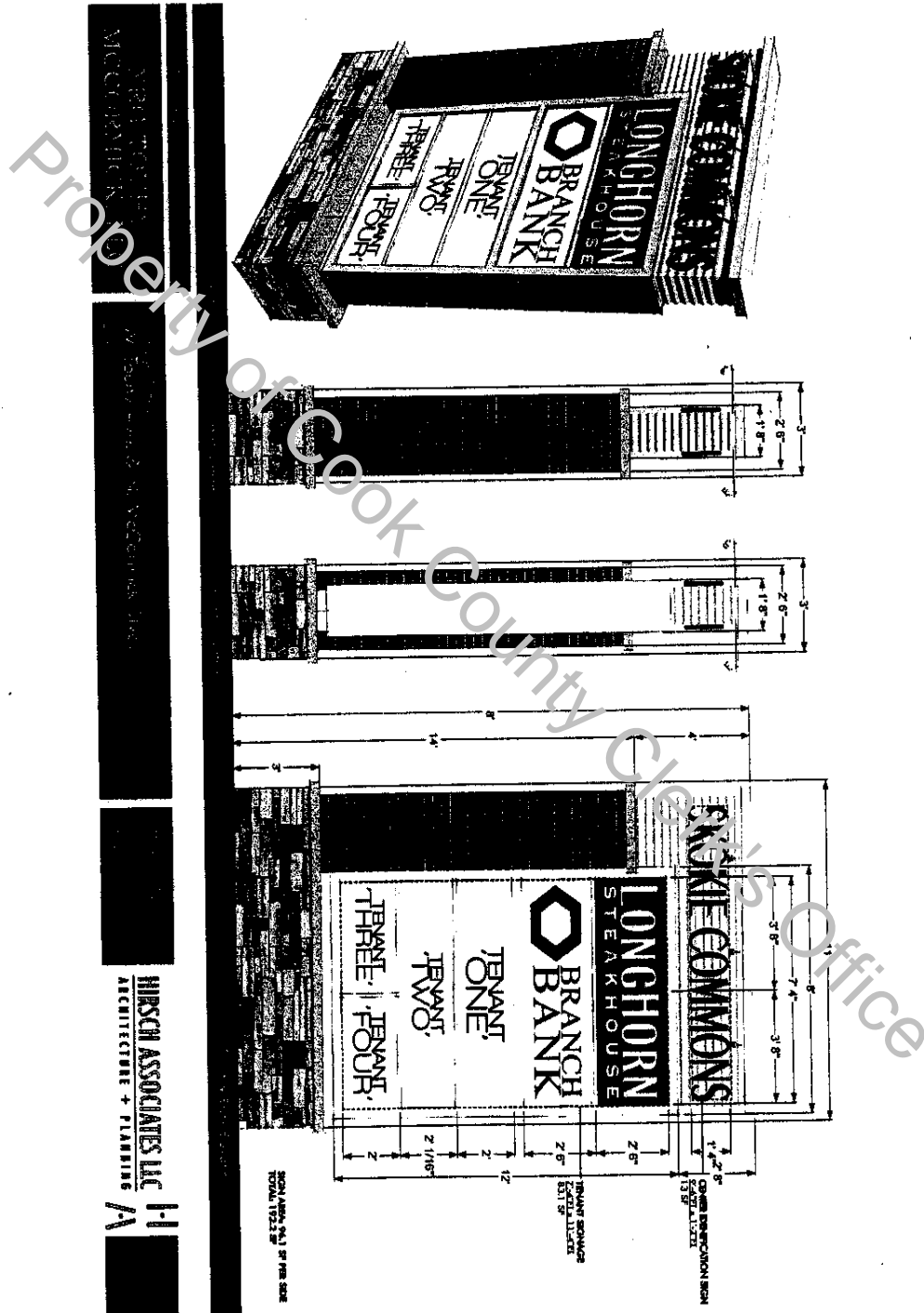


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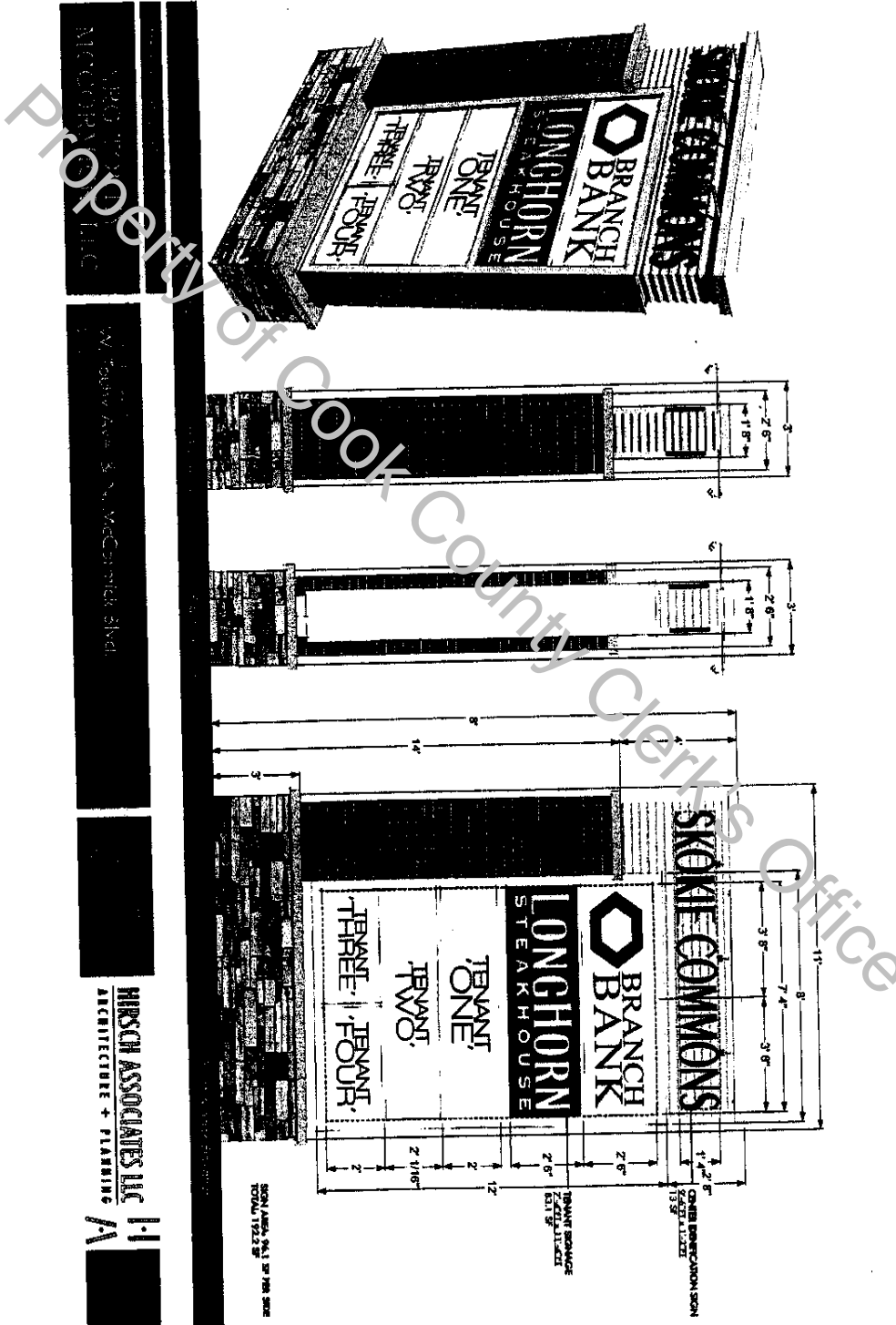
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Exhibit C
Lot 1 Sign



UNOFFICIAL COPY

Exhibit D
Lot 4 Sign



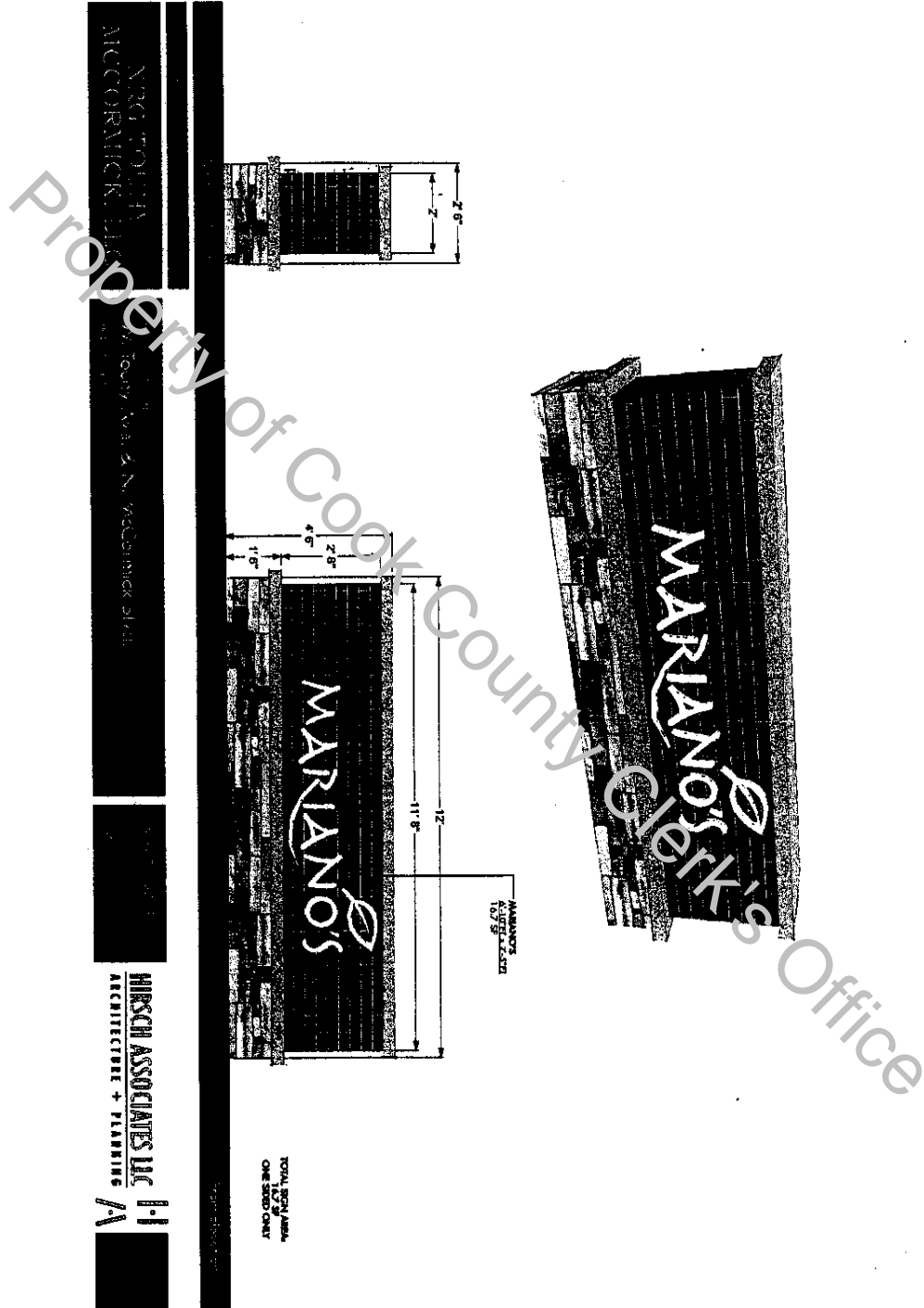
1100 W. 111th St.
MCCORMICK, LLC

1100 W. 111th St.
MCCORMICK, LLC

HIRSCH ASSOCIATES LLC
ARCHITECTURE + PLANNING

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Exhibit E
Corner Sign



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Exhibit F

Mariano's Prohibited Uses

1. a legal nuisance
2. a use causing loud noises or offensive odors (including any business using exterior speakers that produce loud noise provided that exterior speakers used in an outdoor seating area shall be permitted so long as they do not produce loud noise)
3. a manufacturing facility
4. a dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location or an environmentally friendly, so-called "green" dry cleaner shall be permitted)
5. an automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks
6. a used clothing or thrift store or liquidation outlet (provided tenants such as Tuesday Morning and similar shall be permitted)
7. a massage parlor (provided tenants such as Massage Envy and similar shall be permitted as will a day spa that offers massages)
8. an adult book shop or adult movie house (provided a general book store such as Barnes and Noble, Half Price Books or similar shall be permitted)
9. a mortuary or funeral parlor
10. a coin operated laundry
11. a cocktail lounge, bar or tavern or the sale of alcoholic beverages, whether or not packaged, except for the Mariano's grocery store or in conjunction with a restaurant permitted hereunder
12. a night club
13. a cinema or theater
14. a place of recreation (including but not limited to bowling alley, skating rink, carnival or game arcade)
15. a church or other place of worship
16. a children's recreational, education or day care facility (except as an incidental part of

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another primary use and offered to the employees of that primary use)

17. restaurants occupying more than twelve thousand (12,000) square feet of floor area (provided that only one full service, waiter service sit down restaurant will be permitted in the Shopping Center and same shall be located on Lot 3 and will not exceed 6,500 square feet of floor area)(provided further than a coffee shop such as Starbucks, Caribou Coffee or similar, shall be permitted in addition to the twelve thousand [12,000] square feet of restaurants). Except for the square foot limitation on restaurants set forth above, nothing shall restrict the operation of a so-called fast casual restaurant such as Chipotle, Panera Bread, Corner Bakery, Noodles and Company, Five Guys, Pot Belly's or similar and such so-called fast casual restaurant shall not be considered a full service, waiter service sit down restaurant.
18. office space in excess of five thousand (5,000) square feet; provided that a bank is permitted
19. schools of any nature. As used herein, "school" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers; provided that a school shall not include Huntington Learning Center, Kumon, Stanley Kaplan, Score and similar.

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Exhibit G

Longhorn Prohibited Uses

1. Any use involving the sale of gasoline or diesel fuel or other petroleum products, or use as an automobile or truck service station or repair establishment, including tire sale establishments.
2. Any trailer or truck rental establishment.
3. Any warehouse, assembly, manufacture, distillation (other than in connection with the operation of a so called "microbrewery" manufacturing limited quantities of beer or other spirits for on-site sale and consumption on its restaurant/bar operation) or similar use.
4. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed).
5. Any "second hand" store, army, navy or government surplus or unclaimed merchandise store, pawn shop, flea market, thrift shop or other store specializing in the sale of deeply discounted items; provided that a consignment store, a tenant such as Play it Again Sports or a high end thrift store operated under the name Plato's Closet, Unique Thrift Shop or similar shall be permitted.
6. Any living quarters, sleeping apartments, lodging rooms or residential use of any kind.
7. Any mortuary or funeral home.
8. Any church, temple, chapel or other place of religious worship; any auditorium, library, meeting hall, bingo hall or other place of assembly.
9. Any massage parlor; any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation (provided a Massage Envy, or similar, is permitted as are massages offered by health clubs or day spas).
10. Any casino, gambling hall, off track betting facility or gambling operation (provided this restriction shall not prohibit incidental sales of lottery tickets).
11. Any adult bookstore, pornography shop or other facility specializing in or exhibiting pornographic material (defined as stores with five percent (5%) or more of their inventory that is not available for sale or rental to children under sixteen (16) years of age where such inventory explicitly deals with or depicts human sexuality).
12. Any training or educational facility, including, without limitation, a beauty school,

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barber college, reading room or other facility catering primarily to students or trainees rather than customers; however, a facility containing five thousand (5,000) square feet or less of floor area, specializing in tutoring children (such as Sylvan Learning Centers and Kumon) shall be permitted.

13. Any food depository, food pantry, half-way house, homeless shelter or other similar use (provided a grocery store is permitted).
14. Any offices for political parties or candidates, groups or person(s) espousing political causes and/or social causes or "advocacy" groups.
15. Any veterinarian office, animal hospital, kennel or animal shelter or other establishment that sells, keeps or boards animals, except that stores in excess of ten thousand (10,000) square feet primarily selling pet products (such as Petco and Petsmart) may provide on-site veterinary services.
16. Any jail, penal, detention or correctional institution.
17. A bar or nightclub, unless it is an incidental part of a restaurant.
18. Any so called "head shop" or similar facility selling or otherwise providing drug paraphernalia.
19. Any place where tattoos and/or body piercings are performed or displayed.
20. A facility whose primary business is check cashing and or providing so called "pay day" loans.
21. A facility whose primary business is the sale of tobacco and tobacco related products, except that a high end cigar shop is permitted.
22. Any circus, carnival, amusement rides, video game arcade, skating rink, bowling alley or other entertainment venue.
23. A convenience store (provided in no event shall the foregoing prohibit the operation of a Walgreens, CVS or similar drug store or a grocery store such as, without limitation, Mariano's Fresh Market, Whole Foods, Publix, Trader Joe's, Kroger or other similar full service grocers).
24. Any medical, dental or chiropractic office or clinic of any kind occupying more than 5,000 square feet of space; provided however, in no event shall an abortion clinic, blood or plasma transfusion center, dialysis center, or so-called "minute-clinic" be permitted (except that a "minute clinic" shall be permitted as incidental to the operation of a pharmacy such as, without limitation, Walgreen's or CVS).

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25. A gun shop or shooting range; however, the foregoing is not intended to prohibit national sporting goods stores containing at least thirty thousand (30,000) square feet selling a wide range of sporting goods that include the foregoing as part of their standard retail format (such as Bass Pro Shops, Cabela's and Gander Mountain).
26. A store selling alcoholic beverages for off-premises consumption, except that (i) a wine boutique that offers wine and beer (but not other alcoholic beverages) for sale for both on-premises and off-premises consumption (such as WineStyles), (ii) a grocery store that sells alcoholic beverages, beer and wine for on or off-premises consumption and (iii) a high end alcoholic beverage tenant such as Total Wine, Binney's Beverage Depot, or similar, shall also be permitted.
27. Governmental offices, including, but not limited to, offices for motor vehicle registration and/or inspection, unemployment and license/tag renewals.
28. A health club or fitness center in excess of 3,500 square feet in the aggregate.

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