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A G R E E M E N T

The Agreement entered into this 10th day of November, 1992 by and between the **Village of Chicago Ridge**, Cook County, Illinois, a municipal corporation (hereinafter referred to as "Village") and **JMB Retail Properties Co.**, not personally but as agent for JMB/Chicago Ridge Mall Associates, an Illinois Limited Partnership (herein after referred to as "Owner").

DEPT-01 RECORDING $35.00
T#5555 TRAN 1826 11/19/92 13:11:00
#5390 # E *-92-869320
COOK COUNTY RECORDER

W I T N E S S E T H

WHEREAS, pursuant to the Illinois Vehicle Code, Illinois Revised Statutes, 1989, Ch. 95 1/2, Sections 11-209 and 11-210, the corporate authorities of any municipality have the power of regulating the parking of automobiles and traffic flow of vehicles in the Center parking area; and

WHEREAS, Owner owns that certain shopping center commonly known as Chicago Ridge Mall (herein after referred to as the "Center") which is legally described on Exhibit A and is located completely within the corporate limits of the Village of Chicago Ridge, Cook County, Illinois; and

WHEREAS, Owner owns and controls a parking area within the Center; and

WHEREAS, for purposes of this Agreement, the term "parking area" of the Center shall include the open area or areas of land near or contiguous to the shopping center, including interior private roadways and drives used by the public as a means of ingress and egress to and from the buildings and stores and business establishments within the Center and for the parking of motor vehicles, docks and loading areas; and

WHEREAS, a certain plan and drawing has been prepared for the coordination and control of parking and traffic within the parking area, said document being a plan dated March 15, 1991 and designated Exhibit "B" and incorporated herein by reference, a true and correct copy of which has been delivered to and is on file with the Village Clerk of the Village of Chicago Ridge, Cook County, Illinois; and

WHEREAS, Village and Owner have determined that in order to promote the safety and welfare of the residents of the Village it is necessary and desirable that the Village enforce regulations governing the use of vehicles in the parking area of the Center and that police officers of the Village be authorized to enter the

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parking area of the Center to enforce those regulations and remove and store vehicles in violation of those regulations.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN SET FORTH, it is hereby agreed as follows:

SECTION 1: Village may enforce regulations governing traffic in the parking areas of the Center.

SECTION 2: The Chicago Ridge Comprehensive Code may be enforced upon the property of the Center.

SECTION 3: The parking area of the Center shall be designated as shown in the plan prepared for the coordination and control of traffic as hereinbefore described.

SECTION 4: The Village is granted a license to enter the parking area of the Center for the purposes of carrying out the terms of the Agreement.

SECTION 5: For the purpose of regulating parking and traffic in the parking area of the Center, this Agreement empowers the Village to exercise its police powers within the parking area as described in the Illinois Vehicle Code, Illinois Revised Statutes, 1989, Ch. 95 1/2, Sections 11-209 and 11-210, and subsequent specifications of this Agreement and as specified on the plan.

SECTION 6: The designation of streets, drives, loading zones, safety zones, fire lanes, restricted parking areas, and the location and kind of traffic control signals, signs and devices shall be shown on the plan and such initial traffic control scheme shall govern traffic control and the parking in the parking area of the Center. No modification to this initial plan may be made without the prior written approval of the Owner, nor shall the Owner make any modifications without at least thirty (30) days written notice to the Village Clerk and Chief of Police.

SECTION 7: The cost of planning, installation, maintenance and enforcement of the parking and traffic signs, devices and regulations pursuant to this Agreement shall be borne by Owner with the exception that the Village shall pay the salary of its police officers and the cost of the vehicles and equipment operated and utilized by them. Owner shall pay any and all other costs, including but not limited to, the manufacture and installation of any signs, posts and markers, including maintenance and replacement of same and the cost for survey and planning. The Village agrees to undertake the regulation of traffic control and parking area of the shopping center in accordance with this Agreement.

SECTION 8: This Agreement shall remain in force for a period of one (1) year from the date of hereof and shall continue from year to year thereafter, but in no event shall this Agreement exceed a period of twenty (20) years. Either party may terminate this

Agreement upon thirty (30) days written notice to the other party.

SECTION 9: This Agreement shall be recorded in the Office of the Recorder of Deeds in Cook County, Illinois, pursuant to statute.

SECTION 10: Any notice given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or Certified or Registered Mail, return receipt requested, postage prepaid, addressed as follows:

IF TO OWNER:
JMB Retail Properties Co.
c/o Chicago Ridge Mall
444 Chicago Ridge Mall
Chicago Ridge, IL 60415
Attn: Jerrold M. Cohen

WITH COPY TO:
JMB Retail Properties Co.
River Oaks Shopping Center
96 River Oaks Center
Calumet City, IL 60409
Attn: Richard H. Schiller

IF TO VILLAGE:
Village President
Village of Chicago Ridge
10500 South Oxford
Chicago Ridge, IL 60415

SECTION 11: This Agreement may be modified or amended only by a written instrument by both the Village and Owner.

SECTION 12: The failure of Owner or Village to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Owner's or Village's rights under this Agreement.

SECTION 13: This Agreement shall be binding upon the parties hereto and shall be binding upon and inure to the benefit of their respective heirs, executors, administrators, personal representatives, successors and assigns.

SECTION 14: This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which constitute one of the same instruments.

SECTION 15: If any clause or provision of this Agreement shall be held invalid as applied to any person or circumstance, such invalidity shall not affect any of the remaining provisions of this Agreement or the application of such clause or provisions to any other person or circumstance.

SECTION 16: All provisions of the Chicago Ridge Comprehensive Code indicating restrictions or specifications applicable on street, highway or any term of same or similar definition, shall be in full force and applicable to the parking area of this Agreement, except those provisions which by their very nature can have no application.

SECTION 17: If any section, paragraph, subdivision, clause, sentence or provision of this Agreement shall conflict or be

inconsistent with any section, paragraph, subdivision, clause, sentence or provision of the Chicago Ridge Comprehensive Code, the terms of this Agreement shall prevail.

SECTION 18: When signs, signals or other devices have been erected upon any roadway, drive or other portion of the parking area indicating that stopping, standing or parking is prohibited or restricted, no person shall stand or park any vehicle in violation of any such signs or devices except when necessary to avoid conflict with other traffic or when otherwise directed by a police officer or traffic control device. Parking of vehicles at Center is prohibited by persons not engaged in business at Center.

SECTION 19: It shall be unlawful for the operator of a passenger vehicle to stop, stand or park said vehicle in any place marked as a loading zone or service area other than for the expeditious loading or unloading of passengers.

SECTION 20: In addition to those specified in the Chicago Ridge Comprehensive Code, it shall be unlawful for the owner or operator of any vehicle to permit such vehicle to stand in any of the following places, except when necessary to avoid conflict with other traffic or when otherwise directed by a police officer or traffic control device:

A) Within an intersection;

B) On a crosswalk;

C) Between a safety zone and the adjacent curb or within thirty (30) feet of a point on the curb immediately opposite the end of the safety zone;

D) Within thirty (30) feet of a traffic signal or stop sign on the approaching side;

E) Within twenty (20) feet of a crosswalk at an intersection;

F) At any curb within fifteen (15) feet of a fire hydrant or fire connection (sprinkler system connection);

G) At any place where the standing of any vehicle will block or hinder the use of any drive or aisle;

H) On any sidewalk;

I) Alongside or opposite any excavation or obstruction when such stopping or parking would obstruct traffic;

J) On the roadway side of any vehicle stopped or parked at edge of any curb of a roadway or aisle;

K) On any fire lane;

L) On any unpaved area or surface, or area or surface not designated by pavement markings or other device for parking in the parking area located in the rear of the Center;

M) In such a manner so as to occupy more than one parking

stall or a portion of an additional parking stall;

N) In any yellow striped safety zone;

O) At any place where signs have been erected prohibiting stopping, standing, or parking.

SECTION 21: It shall be unlawful for a motor vehicle to occupy any parking space within the parking areas designated and marked for the use of handicapped persons unless such a vehicle is operated by a person defined as handicapped as defined in Section 111-209(d) of the Illinois Vehicle Code of the State of Illinois, 1983 Ill. Rev. Stat. Shap. 95 1/2, Section 11-209 (d); a driver of a vehicle who does not qualify as handicapped shall not park in a space marked or designated for use of handicapped persons.

SECTION 22: It shall be unlawful for any person to operate a motor vehicle at a speed in excess of twenty (20) miles per hour in any portion of the parking area. Appropriate signs shall be erected posting the speed limits in conformance with the Plan.

SECTION 23: It shall be unlawful for any person to bring any unregistered vehicle or any vehicle not displaying valid registration anywhere on shopping center property.

SECTION 24: It shall be unlawful for any person to drive or otherwise be in physical control of a motor vehicle anywhere in the Center property at a time when such person does not possess a valid driver's license or such person's driver's license, permit or privilege to do so or the privilege to obtain a driver's license or permit is revoked or suspended except as may be specifically allowed by a JDP, probationary license to drive or a restricted driving permit.

SECTION 25: It shall be unlawful for any person, passenger or driver, to transport, carry, possess or have any alcoholic liquor within the passenger area of any motor vehicle anywhere within the Center property, except in the original container and with the seal unbroken.

SECTION 26: It shall be unlawful to ride a bicycle upon any sidewalk area within the Center property or upon any other area where the use or presence of such would tend to interfere with traffic of pedestrians or otherwise.

SECTION 27: It shall be unlawful to ride or have any skateboard, roller-skate or any similar instrument upon any sidewalk area within the Center or upon any other area where the use or presence of such would tend to interfere with traffic or pedestrians or otherwise. For purpose of this section, a skateboard is a board, made of wood, plastic or other material, resting on wheels upon which a person may ride. For purposes of this section, a roller-skate is a device allowing wheels to be attached to a person and upon which a person may ride.

SECTION 28: It shall be unlawful for a person to abandon any

vehicle in the parking area of the Center. Any vehicle standing or parked in the parking area which is in such a state of disrepair so as from outward appearances to be incapable of being driven in its present condition or any such vehicle which has not been moved for three (3) consecutive days shall be presumed to be abandoned and an obstruction to traffic. The Village Chief of Police is authorized to remove or cause to be removed such vehicle or any part thereof, after obtaining the written consent of the Owner (or his representative) of Chicago Ridge Mall. In addition it shall be unlawful for any person except for employees of Owner or Tenants to park any vehicle in the parking area for more than seven (7) hours.

SECTION 29: It shall be unlawful for any person to park or abandon any vehicle in the parking area during any snowstorm, flood, fire or other public emergency or to leave such vehicle unattended in the parking area where such vehicle constitutes an obstruction to traffic or where stopping, standing or parking is prohibited. After obtaining the written consent of the property Owner or his representative, the Village Chief of Police is authorized to remove or cause to be removed such vehicle, provided that the Owner or operator of such vehicle shall be responsible for the payment of reasonable charges for such removal and storage.

SECTION 30: Violations of said regulations shall be deemed offenses punishable in the same manner as other parking and traffic offenses within the Village of Chicago Ridge.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute same on the day and year first written above.

VILLAGE OF CHICAGO RIDGE, an Illinois municipal corporation

BY: _____ President

ATTEST:

BY: _____ Village Clerk

JMB RETAIL PROPERTIES CO. as agents of JMB/Chicago Ridge Mall Associates, an Illinois Limited Partnership

BY: _____

Richard H. Schiller
Assistant Vice President/
Group Manager

ATTEST:

BY: _____

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Village of Chicago Ridge
10455 South Oak Avenue
Chicago Ridge, Illinois 60415

Linda E. Yohn

Village of Glenwood Hall
10055 South Avenue A Avenue
Glenwood Illinois 60425

EXHIBIT "A"

That part of the East half of the Northeast Quarter of Section 7 in Township 37 North, Range 13 East of the Third Principal Meridian described as commencing at the Northeast corner of said Quarter; thence South 0°07'46" East 1141.89 feet along the East line of said Quarter; thence South 89°52'14" West along a line perpendicular to said East line 50 feet to the West right-of-way line of Ridgeland Avenue and to the point of beginning; thence continuing along the last described course 29.50 feet to a point on a curve, said curve being tangent to a line parallel with said East line at last said point; thence Northwesterly 195.19 feet along the arc of a curve, concave Southwesterly and having a radius of 182.31 feet, to a point of reverse curve; thence Northwesterly 155.57 feet along the arc of a curve, concave Northeasterly and having a radius of 145.31 feet to a point of tangent; thence North 0°07'46" West 96.35 feet; thence South 89°59'57" West 962.41 feet along a line that is 758.6 feet South of and parallel with the North line of said Quarter; thence North 0°00'03" West 508.6 feet along a line that is 114.76 feet East of and parallel with the West line of said East half of the Quarter; thence South 89°59'57" West 7.76 feet along a line that is 250 feet South of and parallel with said North line of the Quarter to a point of curve; thence Northwesterly 54.98 feet along the arc of a curve, concave Northeasterly and having a radius of 35 feet, to a point of tangent; thence North 0°00'03" West 136.0 feet to a point of curve; thence Northeasterly 34.18 feet along the arc of a curve, concave Southeasterly and having a radius of 35 feet, to a point on the South right-of-way line of 95th Street, said South right-of-way line being 50 feet South of and parallel with said North line of the Quarter; thence South 89°59'57" West 87.40 feet along said South right-of-way line to the West line of said East half of the Quarter; thence South 0°00'03" East 2584.49 feet along said West line of the East half of the Quarter to the North right-of-way line of 99th Street, said North right-of-way line being 33 feet North of and parallel with the South line of said Quarter; thence North 89°49'54" East 1081.38 feet along said North right-of-way line; thence North 0°07'46" West 444.67 feet along a line that is 250 feet West of and parallel with said East line of the Quarter to a point on a curve; thence Northeasterly 138.74 feet along the arc of a curve, concave Northwesterly, having a radius of 183.5 feet and a chord bearing of North 21°31'55" East, to a point of reverse curve; thence Northeasterly 54.98 feet along the arc of a curve, concave Southeasterly and having a radius of 35 feet, to a point of tangent; thence North 89°52'14" East 97.5 feet to a point of curve thence Southeasterly 18.33 feet along the arc of a curve, concave Southerly and having a radius of 35 feet; thence North 0°07'46" West 64.38 feet along a line that is 50 feet West of and parallel with said East line of the Quarter to a point on a curve; thence Southwesterly 18.33 feet along the arc of a curve, concave Northerly, having a radius of 35 feet and a chord bearing of South 74°52'15" West, to a point of tangent; thence South 89°52'14" West 97.5 feet to a point of curve; thence Northwesterly 54.98 feet along the arc of a curve, concave Northeasterly and having a radius of 35 feet, to a point of tangent; thence North 0°07'46" West 126.0 feet along a line that is 200 feet West of and parallel with said East line of the Quarter to a point of curve; thence Northeasterly 129.43 feet along the arc of a curve, concave Southeasterly and having a radius of 146.67 feet, to a point of reverse curve; thence Northeasterly 162.09 feet along the arc of a curve, concave Northwesterly and having a radius of 183.67 feet; thence North 89°52'14" East 29.50 feet; thence North 0°07'46" West 440.68 feet along a line 50 feet West of and parallel with said East line of the Quarter to the point of beginning; all in Cook County, Illinois. That part of the East half of the Northeast Quarter of Section 7 in Township 37 North, Range 13 East of the Third Principal Meridian described as commencing at the Northeast corner of said Quarter; thence South 0°07'46" East 621.23 feet along the East line of said Quarter; thence South 89°52'14" West along a line perpendicular to said East line 50 feet to the West right-of-way line of Ridgeland Avenue and to the point beginning; thence South 0°07'46" East 77.65 feet along said West right-of-way line to a point on a curve; thence Northwesterly 18.36 feet along the arc of a curve, concave Northerly, having a radius of 35 feet and a chord bearing of North 75°07'45" West, to a point of tangent; thence South 89°52'14" West 147.5 feet to a point of curve, thence Southwesterly 54.98 feet along the arc of a curve, concave Southeasterly and having a radius of 35 feet; thence North 0°07'46" West 127 feet to a point on a curve; thence Southeasterly 54.98 feet along the arc of a curve, concave Northeasterly, having a radius of 35 feet and a chord bearing of South 45°07'46" East, to a point of tangent; thence North 89°52'14" East 135.5 feet to a point of curve; thence Northeasterly 35.09 feet along the arc of a curve, concave Northwesterly and having a radius of 35 feet, to the point of beginning; all in Cook County, Illinois.

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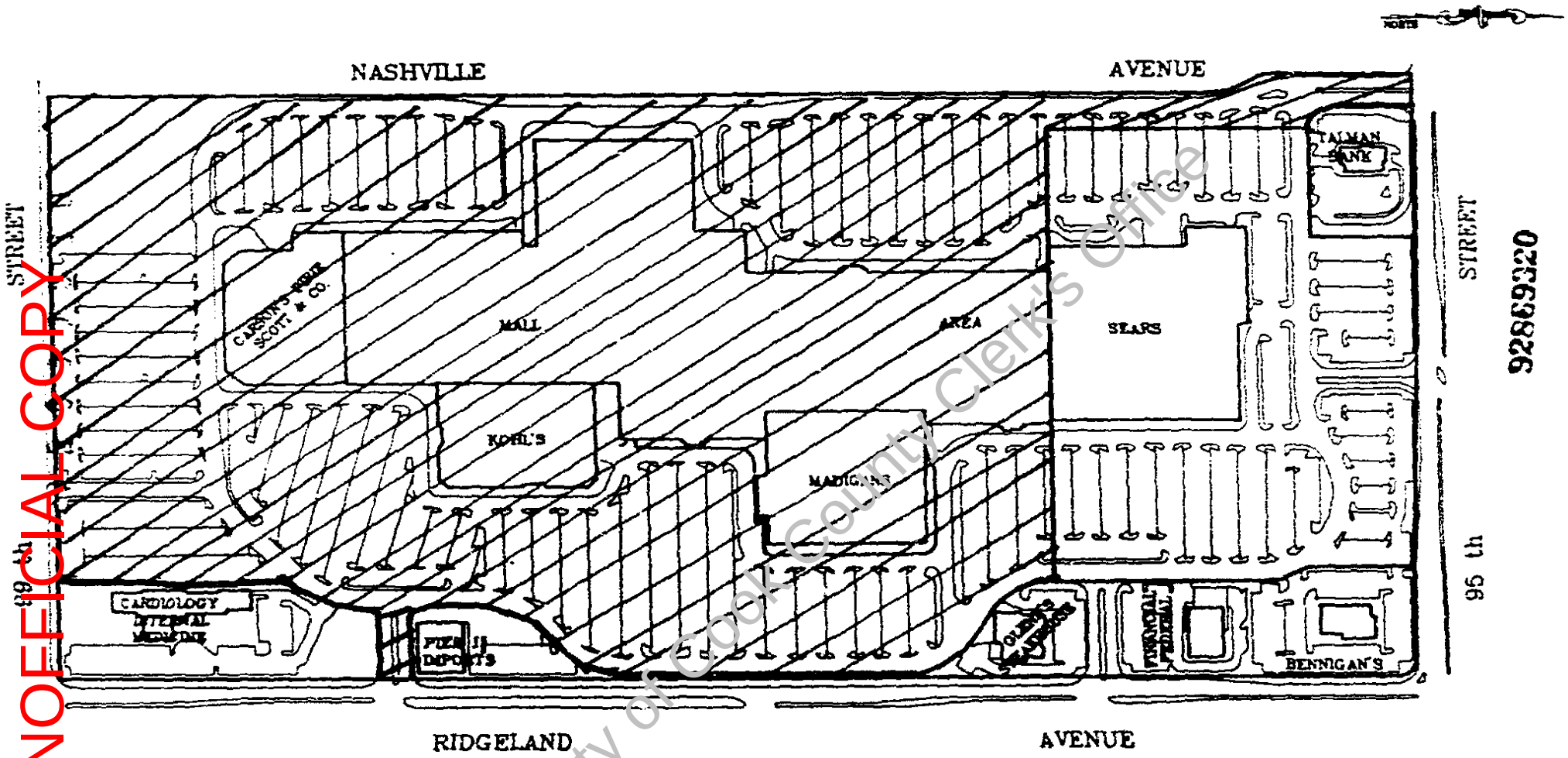

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EXHIBIT B

GRAPHIC SCALE

SCALE 1"=300'

DATED MARCH 15, 1992

Joseph A. Schudt & Associates
19350 South Harlem Avenue, Frankfort, Illinois 60423

CHICAGO RIDGE MALL
CHICAGO RIDGE, ILLINOIS

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