

# UNOFFICIAL COPY

96659797

7586672 7586672/10039 a c EM

THIS DOCUMENT WAS PREPARED BY  
AND UPON RECORDING RETURN TO:

Pircher, Nichols & Meeks  
900 N. Michigan Avenue  
Suite 1200  
Chicago, Illinois 60611  
Attn: Michael E. Smetana, Esq.

DEPT-01 RECORDING 177.00  
T40012 TRAN 1856 08/28/96 15101100  
42879 1 CG \*-96-659797  
COOK COUNTY RECORDER

(Handwritten mark)

77.00  
u

Property of Cook County Clerk's Office

## DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

between

**JETCO PROPERTIES, INC.,**  
a Delaware corporation,

and

**JBGIV Limited Partnership, an Illinois limited partnership**

DATE: July 17, 1996

STORE NO: 01-9350.01 and 01-9350.02

LOCATION: Northeast Corner of 94th Avenue and 159th Street  
Orland Park, Illinois

96659797

# BOX 333-CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
RECITALS .....	1
I. <u>PRELIMINARY</u> .....	2
1. <u>Incorporation</u> .....	2
2. <u>Definitions</u> .....	2
II. <u>BUILDING AREA</u> .....	3
1. <u>Building Area</u> .....	3
2. <u>Museum Building Area</u> .....	3
3. <u>Design and Construction of Buildings</u> .....	4
III. <u>COMMON AREA</u> .....	5
1. <u>Common Area Use</u> .....	5
2. <u>Parking</u> .....	5
3. <u>Employee Parking</u> .....	5
4. <u>General</u> .....	5
5. <u>Maintenance and Repair</u> .....	6
IV. <u>EASEMENTS</u> .....	7
1. <u>Ingress, Egress and Parking</u> .....	7
2. <u>Utility Lines</u> .....	7
3. <u>Building Encroachments</u> .....	8
4. <u>Emergency Exits</u> .....	8
V. <u>RESTRICTIONS</u> .....	8
1. <u>Business</u> .....	8
2. <u>Common Area Uses</u> .....	10
VI. <u>SIGNS</u> .....	11
VII. <u>INDEMNIFICATION AND INSURANCE</u> .....	11
1. <u>Indemnification</u> .....	11
2. <u>Liability Insurance Coverage and Limits</u> .....	11
3. <u>Contractor's Insurance</u> .....	12
4. <u>Waiver of Certain Rights</u> .....	12
5. <u>Policy Requirements</u> .....	12
6. <u>Performance of Indemnity Agreements</u> .....	13
VIII. <u>DAMAGE OR DESTRUCTION</u> .....	13
IX. <u>EMINENT DOMAIN</u> .....	13
1. <u>Owner's Right to Award</u> .....	13
2. <u>Collateral Claims</u> .....	13

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

3.	<u>Tenant's Claim</u>	13
4.	<u>Restoration of Common Area</u>	13
5.	<u>Restoration of Building Area</u>	14
X.	<u>TAXES</u>	14
XI.	<u>DEFAULT</u>	14
1.	<u>Right to Cure</u>	14
2.	<u>Injunctive Relief</u>	15
3.	<u>Breach Shall Not Permit Termination</u>	15
4.	<u>No Limitation of Remedies</u>	15
XII.	<u>NOTICES</u>	16
XIII.	<u>ATTORNEYS FEES</u>	16
XIV.	<u>DURATION</u>	16
XV.	<u>MODIFICATION</u>	17
XVI.	<u>GENERAL PROVISIONS</u>	17
1.	<u>Not a Public Dedication</u>	17
2.	<u>Severability</u>	17
3.	<u>Pronouns</u>	17
4.	<u>Captions</u>	17
5.	<u>Not a Partnership</u>	17
6.	<u>Governing Law</u>	17
7.	<u>No Presumption</u>	17
8.	<u>Inurement</u>	17
9.	<u>Estoppel Certificate</u>	18
10.	<u>Authority</u>	18
11.	<u>Exhibits</u>	18
13.	<u>Force Majeure</u>	18

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Agreement") is made as of the 11<sup>th</sup> day of July, 1996 by and between JETCO PROPERTIES, INC., a Delaware corporation ("Jetco"), JBGIV Limited Partnership, Illinois limited partnership ("JBGIV"). Jetco and JBGIV are sometimes hereinafter collectively referred to as the "Parties" or individually, a "Party", or collectively as "Owners" or individually, an "Owner."

### RECITALS

A. This Agreement concerns that certain real property located at the northeast corner of 94th Avenue and 159th Street, City of Orland Park, County of Cook, State of Illinois, as shown on the Site Plan attached hereto as Exhibit A (the "Site Plan"), which real property is hereinafter referred to as the "Shopping Center" and the legal description of which is contained on Exhibit B attached hereto.

B. Jetco is the Owner of that portion of the Shopping Center designated as Parcel 3 on the Site Plan and as more particularly described on Exhibit C (the "Jetco Parcel").

C. JBGIV is, or will be concurrently with the recordation of this Agreement, the Owner of that portion of the Shopping Center designated as Parcel 2 on the Site Plan ("Outparcel 2"), and JBGIV is, or will be concurrently with the recordation of this Agreement, the Owner of that portion of the Shopping Center designated as Parcel 1 ("Outparcel 1"). Outparcel 2 and the Outparcel 1 are more particularly described on Exhibit D (collectively, the "Outparcels" and individually, an "Outparcel").

D. The Parties want each of their Parcels to be developed together for the mutual benefit of the Parties and of each and all of the Parcels, and accordingly do hereby establish a general plan for their improvement, protection, development, maintenance and use as a commercial shopping center and for such purposes the Parties do hereby establish easements, covenants, restrictions, liens and charges, (collectively the "Restrictions") as are hereinafter set forth, subject to which all of the Shopping Center shall be improved, held, exchanged, leased, sold and/or conveyed.

E. Each of the Restrictions (i) is imposed upon each Parcel in the Shopping Center as a mutual equitable servitude in favor of the other Parcels, (ii) shall create reciprocal rights and obligations between and among each of the Owners; and (iii) shall create a privity of contract and estate between and among the Owners and their heirs, successors and assigns.

F. Each of the Restrictions are intended to and shall run with the land, and each Parcel is affected and burdened by the covenants of its Owner for the benefit of the other Parcels in the Shopping Center.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

G. The Owners intend that the successive owners of all or any portion of any Parcel are bound hereby for the benefit of the other Parcels in the Shopping Center and any portion thereof and the Owners thereof.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, the Parties agree as follows:

## I. PRELIMINARY

1. Incorporation. The above Recitals are incorporated herein and made a part hereof.

### 2. Definitions.

a. Building Area. That area shown as "Building Area" or "Building Envelope" on the Site Plan.

b. Common Area. All real property within the Shopping Center upon which buildings are not from time to time located or in the process of construction.

c. Hazardous Materials. Hazardous Materials means any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity", or words of similar import under any federal, state or local law, ordinance, regulation, order or decree now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous.

d. Jetco Affiliate. Any entity which is controlling, controlled by, or under common control with Jetco.

e. Owner of Jetco Parcel. Jetco and its respective assigns, grantees and successors in interest having fee record title to all or any portion of the Jetco Parcel. In the event any Jetco Affiliate does not have record fee title to the Jetco Parcel but is occupying all or a portion of such Jetco Parcel pursuant to a lease, (i) all notices required to be given to, and all consents and approvals which are required to be obtained from, the Owner of the Jetco Parcel must also be given or obtained from as the case may be, the Jetco Affiliate; (ii) such Jetco Affiliate may independently of the Owner of the Jetco Parcel enforce the terms of this Agreement in the case of a default or violation hereunder and seek any remedy available hereunder arising from such default or violation (including, but not limited to, the right to cure such default and the remedies available to an Owner hereunder arising by virtue of such cure if such cure was made by such Jetco Affiliate); and (iii) this Agreement may not be amended or terminated, nor any provision hereunder for the benefit of the Owner of the Jetco Parcel or an Jetco Affiliate waived, without the prior written consent of such Jetco Affiliate. All consents required to be obtained from and approvals required to be given by the Owner of the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Jetco Parcel and the Jetco Affiliate shall be deemed not given or not approved, as the case may be, if the Owner of the Jetco Parcel and the Jetco Affiliate fails to respond to such request within ten (10) business days.

f. Owner. Jetco, JBGIV and any other person or entity having fee record title to any Parcel in the Shopping Center and their respective assigns, grantees, and successors in interest.

g. Parcels. The Shopping Center is subdivided into multiple parcels as shown on the Site Plan. Where referred to herein by letter or number, such designation shall correspond to the parcel designations on the Site Plan.

h. Utilities. Utilities shall include without limitation, gas, electricity, storm and sanitary sewer, domestic water, fire sprinkler water, irrigation water and telephone services.

## II. BUILDING AREA

1. Building Area. Except as otherwise permitted by this Agreement, no building or other structure shall be constructed upon the Outparcels other than within the Building Area on each Outparcel as shown on the Site Plan. Notwithstanding the foregoing, a video drop box as shown on the Site Plan, canopies and roof overhangs (including supporting columns or pillars), normal foundations, trash enclosures, and loading and delivery docks, covered areas attached to such docks, required emergency exits (including stairs, landings, footings and foundations associated therewith), and doors for ingress and egress may project from any building or structure up to a distance of twenty-five (25) feet over or outside of the Building Area on any Parcel (except truck docks and loading docks shown on the Site Plan may exceed such twenty-five foot limitation); provided, any such projection or extension must comply with all applicable laws, rules, ordinances and regulations of every governmental body having jurisdiction over the Shopping Center; and provided further, no such extension or projection shall be allowed if it (i) reduces the number of parking spaces or materially alters the parking configuration or vehicular and pedestrian circulation, and/or access in and through the entire Shopping Center as shown on the Site Plan, or (ii) interferes with or prevents the location, placement or construction of a building or structure in the Building Area on any Parcel, or (iii) encroaches on, over or under any Parcel or any drive lane. Except as otherwise indicated on the Site Plan, the exterior walls of adjacent buildings constructed in the Shopping Center shall abut (i.e., touch), except such exterior walls may have a gap of no more than four (4) inches, as reasonably approved by Jetco. Such gap, if any, shall be properly flashed so that the building exteriors appear to be continuous and without any break. No portion of any building owned by Jetco or located on the Jetco Parcel may be used as a common wall.

2. Maximum Building Area. The total square footage of floor area of all buildings and other structures within the Building Area on any Parcel in the Shopping Center may not exceed the maximum amount designated for each such Parcel on the Site Plan. Such maximum building area for each Parcel is hereinafter referred to as "**Maximum Building Area**". For purposes hereof, "**floor area**" shall be defined as the area within the exterior surfaces of the exterior walls of any building or structure, excluding any "Mezzanine" (i.e., any floor area

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

above the ground floor that does not extend over the entire ground floor area of the building and which is used in connection with the primary commercial use of such building, but is not used for sales area or generally open to the public), trash enclosures, loading docks, covered areas attached to loading docks, doors for ingress and egress, canopies and roof overhangs (including supporting columns or pillars) and required emergency exits (including stairs, landings, footings and foundations associated therewith). The Maximum Building Area for any Parcel is only a limitation on building size and imposes no obligation whatsoever on the Owner of such Parcel to place, erect or construct a building or structure thereon having the Maximum Building Area.

3. Design and Construction of Buildings. All buildings constructed in the Shopping Center shall be designed so that the exterior elevation of each building will be architecturally and aesthetically compatible with the others, including the height, color, materials, design and architectural theme (including signs located thereon), but in no event shall any building exceed one (1) story plus Mezzanine nor a height of twenty-four (24) feet (collectively, the "Architectural Theme"). Except as may be otherwise previously approved by the Owner of the Jetco Parcel in writing, in the event any buildings are constructed within the Shopping Center which are not part of the original development of the Shopping Center, prior to the commencement of such construction, plans (including building elevations and signage) and samples showing the Architectural Theme of such building or buildings shall be submitted to the Owner of the Jetco Parcel for its approval, which approval may be withheld in such Owner's sole and subjective discretion. Subject to "Force Majeure" (defined later), all building construction (i) must be diligently prosecuted to completion, (ii) shall be performed in a workmanlike manner and in accordance with the requirements of all governmental authorities having jurisdiction over such work and with the plans approved by the Owner of the Jetco Parcel and (iii) shall be performed in a manner that does not interfere with the operations of a business on the Jetco Parcel. The Parties acknowledge that the Owner of the Jetco Parcel may construct buildings on the Jetco Parcel using Type II-N or III-N (nonrated) construction as defined in the 1988 edition of the Uniform Building Code or its local equivalent (the "Construction Type") or some other construction technique regarding sprinklering of other buildings in the Shopping Center. All other buildings constructed in the Shopping Center shall be constructed to comply with all governmental requirements (including sprinklering and setback requirements) which arise by reason of such use of the Construction Type or any other construction technique used in the buildings on the Jetco Parcel. If an Owner or its tenant commences construction of a building within the Shopping Center, but such construction ceases prior to the completion of the building for a period in excess of one hundred twenty (120) days, and the Owner of the Jetco Parcel in its reasonable discretion determines that such unfinished building creates an unsafe or unsightly condition detrimental to the Shopping Center, such Owner shall construct a barricade around such building upon written notice from the Owner of the Jetco Parcel. If such Owner fails to complete such barricade within twenty (20) days after its receipt of such notice, the Owner of the Jetco Parcel may construct a barricade around such building. Upon any such work by the Owner of the Jetco Parcel, the Owner upon whose Parcel the building is located shall reimburse the Owner of the Jetco Parcel upon demand for monies

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

so expended. The time periods and notices provided herein shall be in lieu of the time periods and notices required under Article XI, Section 1.

## III. COMMON AREA

1. Common Area Use. The Common Area shall be used for vehicular access, circulation and parking, pedestrian traffic and the use of customers, invitees, licensees, agents and employees of the Owners and business occupants of the buildings constructed in the Building Area on the Parcels in the Shopping Center, and for the servicing and supplying of such businesses. In addition, the Common Area may be used (i) on a temporary basis, as a staging area in connection with the construction and repair of any buildings or Common Area in the Shopping Center so long as such use does not occupy more area than is reasonably required nor unreasonably restrict access to and from or the conduct of business within the buildings in the Shopping Center or access to and from the adjacent streets; (ii) in connection with the construction and maintenance of utility lines so long as such activity is undertaken in strict compliance with the requirements of Section IV.2 hereof; and (iii) for any other use required by any governmental authority having jurisdiction thereof. No building, barricade or structure may be placed, erected or constructed within the Common Area on any Parcel except loading and delivery docks and covered areas attached to such docks, trash enclosures, pylon and other free-standing signs (to the extent not herein prohibited) and directional signs, bumper guards or curbs, paving, landscaping and landscape planters, lighting standards, driveways, sidewalks, walkways, parking stalls, columns or pillars supporting roof overhangs, and any other improvements as may be required under applicable laws, rules, ordinances and regulations of any governmental body having jurisdiction over the Shopping Center.

2. Parking. The number of parking spaces maintained on each of the Outparcels and the configuration thereof shall be as shown on the Site Plan. There shall be no charge or other validation for parking in the Common Area without the prior written consent of the Owner of the Jetco Parcel.

3. Employee Parking. Notwithstanding anything contained in this Agreement to the contrary, each Owner of a Parcel shall cause the employees of the occupants of such Parcel to park their motor vehicles in a Common Area located on such Parcel and on no other Parcel in the Shopping Center. Upon the written request of any Owner, the other Owners shall designate specific areas within the Common Area located on their respective Parcels to be used for motor vehicle parking purposes by employees of occupants of such Parcel. In the event employee parking areas are designated as provided herein, employees of any Owner, tenant or other occupant of any building on such Parcel shall use only those portions of the Common Area designated for such employee motor vehicle parking purposes.

4. General. The Owner of each Parcel may use and cause to be used the Common Area on its Parcel exclusively for the uses specified herein and in such manner as will not unreasonably interfere with the primary purpose of the Common Area, which is to provide for parking and access for the Owners, customers, invitees, employees, agents and licensees of the businesses located within the buildings in the Shopping Center and for the servicing and supplying of such businesses. There shall be no sale or display of merchandise of any kind in any portion of the Common Area nor on any sidewalks adjacent to any buildings without the

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

prior written consent of the Owner of the Jeteo Parcel. Notwithstanding the foregoing, the Owner or occupant of the Jeteo Parcel may establish and operate in the portion of the Common Area designated "Outdoor Sales Area" on the Site Plan, a Christmas tree sales area during the period commencing December 1st and continuing through December 24th of each year, a Spring garden and/or nursery sales area during any periods between February and September of each year and/or a pumpkin sales area during any periods within the month of October of each year. The Owner of the Jeteo Parcel may use reasonable portions of the sidewalk abutting the building on the Jeteo Parcel at any time for the installation of public telephones, storage of shopping carts, and display and sale of merchandise. In addition, the Owner of the Jeteo Parcel may install and operate Communications Equipment (defined below) on or about the Jeteo Parcel, including upon the roof, wall mounts or poles and supports appurtenant to any building upon the Jeteo Parcel. "Communications Equipment" includes without limitation, satellite and microwave dishes, antennas, and laser heads, together with associated equipment and cable.

5. Maintenance and Repair. Each Owner shall, at its own expense, cause the Common Area located on its Parcel, together with the sidewalks immediately adjacent to the buildings located thereon to be maintained at all times in good and clean condition and repair, which shall include, but not be limited to the following:

a. Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

b. Removing all papers, debris, filth and refuse, ice and snow, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

c. Placing, keeping in repair, and replacing appropriate directional signs, markers and lines, where necessary;

d. Operating, keeping in repair, and replacing such artificial lighting facilities as shall be reasonably required;

e. Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and replacing shrubs and other landscaping as is necessary;

f. Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other facilities for Utilities which are necessary for the operation of the buildings and improvements within the Shopping Center; and

g. Maintaining free and unobstructed access to and from its Parcel and the adjoining portions of the Shopping Center and to and from its Parcel and the streets adjacent thereto.

All Common Area artificial lighting facilities, water lines and other Utilities shall be separately metered to the Parcel on which they are located.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Notwithstanding the foregoing, JBGIV shall reimburse to the Owner of the Jetco Parcel, on a quarterly basis, (i) an amount equal to One Thousand Dollars (\$1,000.00) per year for each of the Outparcel 2 and the Outparcel 1 (for a total initial amount of Two Thousand Dollars [\$2,000.00] as such amount is increased, every five (5) years, as set forth below) for driveway maintenance ("**Driveway Maintenance Fee**"), and (ii) a pro rata share of the cost of maintaining, repairing, and if necessary, replacing, the traffic signal at the east drive of 159th Street, such pro rata share to be determined based on the amount of floor area on each of the Outparcels as compared to the total floor area in the Shopping Center. JBGIV shall reimburse the amounts set forth in subsections (i) and (ii) with respect to each Outparcel (collectively "**Outparcel Share**") to Jetco within thirty (30) days after billing therefor. Billing in connection with amounts due under subsection (ii) shall include copies of invoices, payment applications, receipts or other documentation reasonably evidencing costs reimbursable thereunder. Should JBGIV not reimburse the Outparcel Share within such thirty (30)-day period, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at the Effective Rate (as defined in Section XI, below) until paid, and Jetco shall have a lien on the applicable Outparcel for such unpaid amount and interest at the Effective Rate from date of billing until paid, as further provided in Section XI, below. Commencing on January 1st of the fifth calendar year following the date of this Agreement and every five (5) years thereafter, the Driveway Maintenance Fee shall be increased by ten (10%) percent of the prior year's Driveway Maintenance Fee.

## IV. EASEMENTS

1. Ingress, Egress and Parking. Each Owner, with respect to its Parcel, hereby grants to each other Owner as grantee, for the benefit of each other Owner, and for the use of the Owners and their respective tenants, employees, agents, customers and invitees of such tenants, and for the benefit of the Parcels owned by such grantee and as a burden on the grantor's Parcel, a non-exclusive easement appurtenant to each grantee's Parcel for the purpose of ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over, across and through the Common Area within grantor's Parcel. The foregoing shall not create any rights in any parties other than the Owners.

2. Utility Lines. Each Owner, as grantor with respect to its Parcel, hereby grants to each other Owner as grantee, for the benefit of each other Owner and its Parcel, non-exclusive easements appurtenant to the Parcel owned by the grantee, under, through and across the Common Area of the Parcel owned by the grantor for the installation, maintenance, repair and replacement of water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains and other facilities for Utilities necessary for the orderly development and operation of the Common Area and each building in the Shopping Center; provided, the rights granted pursuant to such easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of the Shopping Center; and provided further, except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such other Owner, which consent shall not unreasonably be withheld. In the event of an emergency, such entering Owner shall use reasonable efforts under the circumstances to provide the Owner of such Parcel oral notice of such entry prior thereto. All such systems, structures, mains, sewers,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

conduits, lines and other facilities for Utilities shall be installed and maintained below the surface or ground level of such easements. In the event an Owner deems it necessary to cause the installation of a storm drain, electric line, sewer or other Utility line or facility across the Common Area of any other Parcel subsequent to the initial paving and improving thereof, the Owner thereof agrees not to unreasonably withhold the granting of any necessary additional easements; provided, in no event will such installation be permitted if it would unreasonably interfere with the normal operation of any business of the Shopping Center; and provided further, the Owner making or causing such installation shall, at its expense, completely restore all Common Area improvements and surfaces disrupted as a result of such installation.

In the event it should be necessary to grant any of the foregoing easements and rights to local utility companies as a condition of their providing or continuing service, such rights shall be granted so long as the Owners required to execute such instruments deem the terms and conditions of such a grant to be acceptable.

3. Building Encroachments. Each Owner, with respect to its Parcel, hereby grants to each other Owner for the benefit of its Parcel, an easement for any portion of any building or structures on any Parcel which may encroach onto or over an adjoining Parcel; provided, the easement for footings, piers, piles, grade beams, canopies, eaves, roof overhangs and building encroachments granted herein shall not exceed two (2) feet; and provided further, the encroachment easement shall not extend to encroachments which are intentional or which materially and adversely affect the location, orientation, design or construction of buildings to be constructed on the Building Area of the Parcel upon which the encroachment has taken place, unless first approved in writing by the Owner of the affected Parcel. The easement granted herein shall last so long as the building of which such encroachment is a part is standing, and in the event this Agreement expires first, the easement shall survive such expiration. At the request of the Owner entitled to such encroachment easement hereunder, the Owner of the Parcel subject to such encroachment easement shall execute a document in recordable form confirming the location of such easement; provided, that the encroaching Owner has provided evidence reasonably satisfactory to the burdened Owner of the location of such encroachment and pays all legal fees incurred by the Owner of such burdened Parcel in connection with such request.

4. Emergency Exits. Each Owner, with respect to its Parcel, hereby grants to each other Owner, for the benefit of each other Owner and its respective Parcel: (i) an easement for any portion of any stairs and landings (including any footings and foundations related thereto) constructed in connection with building emergency exits required by any governmental entity, which may encroach onto or over an adjoining Parcel not then occupied by a building; and (ii) an easement for emergency egress from such emergency building exits; provided, the easement for stairs, landings, foundations and footings granted herein shall not exceed six (6) feet.

## V. RESTRICTIONS.

1. Business. The types of uses permitted in the Shopping Center shall be of a retail and/or commercial nature found in first class Shopping Centers of a similar size in the metropolitan marketing area in which the Shopping Center is located. Without the prior written

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

consent of the Owner of the Jeteo Parcel, which consent may be granted or denied in its sole, subjective discretion, no Parcel (nor any part thereof) in the Shopping Center other than the Jeteo Parcel (and any other Parcel occupied by an Jeteo Affiliate), shall be (i) used or occupied as a retail supermarket, drug store or combination thereof, nor (ii) used for the sale of any of the following: (1) fish or meat; (2) liquor or other alcoholic beverages in package form, including but not limited to, beer, wine and ale; (3) produce; (4) baked goods; (5) floral items; (6) any combination of food items sufficient to be commonly known as a convenience food store or department; and (7) items requiring dispensation by or through a pharmacy or requiring dispensation by or through a registered or licensed pharmacist.

In addition, except for the Jeteo Parcel, none of the following uses shall be conducted in any part of the Shopping Center at any time without the prior written consent of the Owner of the Jeteo Parcel, which consent may be granted or denied in its sole, subjective discretion:

- (a) Offices (except as incidental use to a permitted retail or commercial business).
- (b) Funeral homes.
- (c) Any production, manufacturing, industrial, or storage use of any kind or nature, except for storage and/or production of products incidental to the retail sale thereof from the Shopping Center.
- (d) Entertainment or recreational facilities. As used herein, "entertainment or recreational facilities" includes, but is not limited to, a bowling alley, skating rink, electronic or mechanical games arcade (except as an incidental use to a retail or commercial business, in which case such use shall be restricted to less than five percent (5%) of the floor area occupied by such business), theater, billiard room or pool hall, health spa or studio or fitness center, massage parlor, discotheque, dance hall, banquet hall, night club, bar or tavern, liquor store, "head shop", pornographic or "adult" store, racquetball courts or gymnasium or other place of public amusement.
- (e) Training or educational facilities. As used herein, "training or educational facilities" includes, but is not limited to, a beauty school, child care facility, barber college, library, reading room, church, school, place of instruction, or any other operation catering primarily to students or trainees rather than to customers.
- (f) Restaurants.
- (g) Car washes, gasoline or service stations, or the displaying, repairing, renting, leasing or sale of any motor vehicle, boat or trailer.
- (h) Dry cleaner with on-premises cleaning.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

- (i) Any use which creates a nuisance or materially increases noise or the emission of dust, odor, smoke, gases, or materially increases fire, explosion or radioactive hazards in the Shopping Center.
- (j) Any business with drive-up or drive-through lanes.
- (k) Second-hand or thrift stores, or flea markets.
- (l) Financial institutions, including banks, savings and loan associations and credit unions.
- (m) Any use involving Hazardous Materials, except as may be customary in first class neighborhood shopping centers in the metropolitan area where the Shopping Center is located.
- (n) Pet stores selling pets, pet food and/or pet supplies.

Nothing contained herein shall be construed to prohibit the Owner of the Jeteo Parcel or any occupant thereof from storing, using and/or selling any item on or from the Jeteo Parcel, or engaging in any activity on the Jeteo Parcel, which such party(ies) customarily stores, uses, sells or engages in at any of their other locations.

It is the intent of this provision that the parking and other common facilities should not be burdened by either large scale or protracted use by persons other than customers of occupants of the Shopping Center.

The restrictions contained in this Section shall be a servitude upon the entire Shopping Center and shall be binding upon any person acquiring any interest in any part of the Shopping Center.

Nothing contained herein shall be construed to require the Owner of the Jeteo Parcel or any occupant thereof to open or operate any form of business in the Shopping Center for any period of time or at all.

2. Common Area Uses. No persons other than customers, employees, agents and contractors of the occupants of the Shopping Center shall be permitted to park in the Common Area, unless all Owners give prior written approval thereto. In the event an Owner of a Parcel determines that the Common Area is being used for purposes inconsistent with this Agreement, the Owner of such Parcel shall have the right to construct a barricade around all or any portion of the perimeter of its Parcel to prevent such use; provided, such barricade shall not impede circulation within the Shopping Center nor prohibit access to abutting streets at such times as the Shopping Center is open for business.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## VI. SIGNS

Each Owner shall have the right to maintain such signs on the interior of buildings located on its Parcel as it desires, whether or not such signs are visible from the exterior. As permitted by applicable governmental regulations, each Owner shall have the right to erect, maintain and replace signs on the exterior of the buildings located on its Parcel; provided, such signs shall be constructed so as to lie flat against such exterior facia facing outward and shall not protrude more than two (2) feet from the surface thereof, and provided further, in no event shall signs be located on the roofs (excluding canopies so long as no sign is erected on a canopy which sign will extend above the height of the building roof) of any buildings in the Shopping Center without the prior written consent of all other Owners.

The Owner of the Jeteo Parcel shall have the right to construct, maintain and replace pylon signs and/or monument signs on the Jeteo Parcel in the locations shown as "Existing Monument Signs" on the Site Plan. The Owner of the Jeteo Parcel shall have the right to relocate such signs within any area on the Jeteo Parcel subject to compliance with applicable law. Each Owner of the Outparcels, with respect to its Outparcel, shall have the right to construct, maintain and replace a monument sign on such Outparcel in the locations shown as "Proposed Monument Sign" on the Site Plan; provided that (except as may be previously approved by the Owner of the Jeteo Parcel in writing) prior to the construction of any monument signs on the Outparcels such construction, plans and samples shall be submitted to the Owner of the Jeteo Parcel for its approval, which approval may be withheld in such Owner's sole and subjective discretion.

## VII. INDEMNIFICATION AND INSURANCE

1. Indemnification. Each Owner ("Indemnifying Party") hereby indemnifies, holds harmless and agrees to defend the other Owners ("Indemnified Party(ies)") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in the Shopping Center and on the ways immediately adjoining the Shopping Center, caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, the other Owners in the Shopping Center, its or their agents, servants or employees. The Parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Agreement, as to claims arising or accruing prior to the expiration or termination of this Agreement.

2. Liability Insurance Coverage and Limits. Each Owner agrees to maintain, and/or cause to be maintained, at no cost to the other Owners, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Shopping Center and the ways immediately adjoining the Shopping Center, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

damage liability) of not less than Five Million Dollars (\$5,000,000.00) for total claims for any one occurrence.

The insurance limits in this Section shall be subject to increase from time to time by such amounts as the Owners may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties.

3. Contractor's Insurance. During the period of any construction in the Shopping Center by or at the request of any Owner, such Owner agrees to obtain or require its contractor(s) to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage:

- (a) Workers' compensation - statutory limits;
- (b) Employer's liability - One Hundred Thousand Dollars (\$100,000.00); and
- (c) Comprehensive General and Commercial Automobile Liability as follows:
  - (i) "Combined Single Limit" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than Five Million Dollars (\$5,000,000.00) for total claims for any one occurrence;
  - (ii) Independent Contractor's Liability or Owner's Protective Liability with the same coverage as in (i) above;
  - (iii) Products/Completed Operations Coverage which shall be kept in effect for two (2) years after completion of work;
  - (iv) "XCU" Hazard Endorsement, if applicable;
  - (v) "Broad Form" Property Damage Endorsements;
  - (vi) "Personal Injury" Endorsements; and
  - (vii) "Blanket Contractual Liability" Endorsement.

4. Waiver of Certain Rights. With respect to any loss or damage that may occur to the Shopping Center (or any improvements thereon) or the respective property of the Owners therein, arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause or origin, excluding willful acts but including negligence of the Owners, their agents, servants or employees, the Owner suffering such loss hereby releases the other Owners from all claims with respect to such loss; and the Owners each agree that their respective insurance companies shall have no right of subrogation against the other Owners on account of any such loss, and each Owner shall procure from its respective insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Owners which the insurers might otherwise have under such policies.

5. Policy Requirements. Insurance coverage required by this Agreement may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: an Owner's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles.

Upon request, each Owner shall cause certificates of insurance reasonably evidencing compliance with the requirements of this Article to be delivered to the other Owner. The insurance policies and certificates required by this Article shall require the insurance company

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

to furnish all Owners thirty (30) days' prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage.

6. Performance of Indemnity Agreements. All policies of liability insurance shall insure the performance by the Owner insured thereunder of the indemnity agreements contained herein. Each Owner shall promptly notify the other Owners of any asserted claim with respect to which such Owner is or may be indemnified against hereunder and shall deliver to such other Owners copies of process and pleadings.

## VIII. DAMAGE OR DESTRUCTION

In the event any building in the Shopping Center is damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the Parcel upon which such building is located shall, in its discretion, either tear down or rebuild the damaged building. However, if an Owner determines to tear down a damaged building, that Owner shall either promptly rebuild a new building on the same location, subject to Force Majeure, or leave and maintain the Parcel of land on which the building was located in a smooth, level condition, free and clear of all refuse and weeds and sealed against dust by paving, lawn or other ground cover acceptable to the Owner of the Parcel. In the event the Common Area of the Shopping Center or any portion thereof shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the Common Area so damaged or destroyed shall forthwith proceed with due diligence, subject to Force Majeure, to restore such Common Area to a condition to permit vehicular parking (in the manner required by this Agreement) and free and safe vehicular and pedestrian access and circulation in the Shopping Center and to and from all streets adjacent thereto.

## IX. EMINENT DOMAIN

1. Owner's Right to Award. Nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain or transfer in lieu thereof affecting any other Owner's Parcel or giving the public or any government any rights in the Parcels. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Area located within the Shopping Center, the award attributable to the land and improvements of such portion of the Common Area shall be payable only to the Owner in fee thereof and no claim thereon shall be made by the Owners of any other portion of the Common Area.

2. Collateral Claims. All other Owners or persons having an interest in the Common Area so condemned may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken.

3. Tenant's Claim. Nothing in this Section shall prevent a tenant from making a claim against an Owner pursuant to the provisions of any lease between tenant and Owner for all or a portion of any such award or payment.

4. Restoration of Common Area. The Owner of the fee of each portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

Common Area so owned as near as practicable to the condition of the Common Area immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Party.

5. Restoration of Building Area. In the event any building or a portion thereof located in the Shopping Center is condemned, the remaining portion of the building shall be demolished or restored by the Owner of the Parcel on which it is located and such Owner shall remove all debris resulting therefrom. Such election shall be made within ninety (90) days from the date of taking. In the event the remaining building improvements are removed, thereafter the Owner shall either promptly rebuild a new building on the same location or leave and maintain the Parcel of land on which the building was located in a smooth, level condition, free and clear of all refuse and weeds and sealed against dust by paving, lawn or other ground cover acceptable to the Owner of the Jeteo Parcel.

## X. TAXES

Each Owner shall pay or cause to be paid directly to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the property owned by such Owner, including the portion of the Common Area owned by such Owner.

In the event any Owner fails at any time to pay or cause to be paid before delinquency its taxes or assessments on any portion of any Parcel(s) in which such Owner has a fee interest, and which may become a lien on any of the Common Area, then any other Owner may pay such taxes and/or assessment together with interest, penalties, and costs, and in any such event the Owner obligated to pay such taxes and/or assessment shall promptly reimburse such other Owner for all such taxes and/or assessments, interest, penalties, and other charges and until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the Parcel(s) of the defaulting Owner. Nothing contained herein, however, shall prevent an Owner from paying its taxes under protest or challenging the validity or amount of an assessment so long as such Owner takes steps to prevent the delinquent taxes from becoming a lien on its Parcel or the occurrence of a tax sale of such Parcel.

## XI. DEFAULT

1. Right to Cure. Should any Owner fail to timely perform any of its obligations hereunder (other than the obligations requiring the payment of money to another Owner) and thereafter fail to perform such obligation within twenty (20) days after its receipt of any other Owner's written demand therefor, the Owner giving such notice shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Owner for the cost of performing such obligation within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not reimburse the curing Owner within such ten (10) days, the curing Owner shall have (i) the right to exercise any and all rights which such curing Owner might have at law to collect the same, and (ii) a lien on the Parcel(s) owned by the defaulting Owner to the extent of the amount paid by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

interest at a rate equal to the then published Discount Rate of the Federal Reserve Bank of San Francisco, California plus four percent (4%) per annum, or the highest legal rate of interest, whichever is less, (the "Effective Rate") from the date of billing until paid. Such lien may be filed for record by the curing Owner as a claim against the defaulting Owner, in the form required by law, in the office wherein mortgages are recorded, which lien shall contain at least the following information:

- (a) The name of the lien claimant;
- (b) The name of the defaulting Owner;
- (c) A description of the work performed on behalf of such Owner and a statement itemizing the cost thereof; and
- (d) A description of the property being liened.

The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner during the default and it may be enforced and foreclosed in any manner allowed by law, including, but not limited to, suits to foreclose a mechanic's lien, trust deed or mortgage under applicable law. Such lien, when so recorded against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien. If any Owner fails to pay any sum due to another Owner when the same is due and thereafter fails to pay such obligation within ten (10) days after its receipt of such other Owner's written demand therefor, the Owner giving notice shall have such rights as set forth above for a curing Owner in addition to any other remedy provided by law or in this Agreement.

2. Injunctive Relief. In the event of any violation or threatened violation of any provision of this Agreement, any Owner (and any Jetco Affiliate) shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation. Notwithstanding the foregoing, tenants in the Shopping Center, other than an applicable Jetco Affiliate, shall not have the right of injunction but shall rather be limited to their rights granted by law and by their respective leases.

3. Breach Shall Not Permit Termination. No breach of this Agreement shall terminate this Agreement or entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

4. No Limitation of Remedies. The various rights and remedies herein contained and reserved to the Owners, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## XII. NOTICES

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by postage prepaid certified or registered mail, return receipt requested, or by another commercially recognized means of delivery, addressed as follows:

JBGIV: JBGIV Limited Partnership  
c/o Scott H. Gendell  
8707 Skokie Boulevard  
Suite 303  
Skokie, Illinois 60077

Jetc.: JETCO PROPERTIES, INC.  
c/o AMERICAN STORES PROPERTIES, INC.  
P.O. Box 27447  
Salt Lake City, Utah 84127-0447  
Attn: Legal Department (01-9350)

Street: 444 East 100 South  
Address: Salt Lake City, Utah 84111  
Attn: Legal Department (01-9350)

Notices and demands shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by the Owners by written notice to the other Owners.

## XIII. ATTORNEYS' FEES

In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement against any Owner or other person with an interest in the Shopping Center, the successful party in such action shall be entitled to receive and shall receive from the defaulting Owner, a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

## XIV. DURATION

Except as otherwise provided herein, this Agreement shall remain in full force and effect for a term of sixty-five (65) years from the date hereof.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## XV. MODIFICATION

All negotiations and oral agreements acceptable to the Owners have been incorporated herein. Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a duly recorded writing executed by the Owners of seventy-five percent (75%) of the land area in the Jeteo Parcel and the Owners of seventy-five percent (75%) of the land area of the Outparcels.

## XVI. GENERAL PROVISIONS

1. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

2. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

3. Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

4. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

5. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Owners.

6. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Illinois.

7. No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Owner.

8. Inurement. This Agreement and the easements, covenants, benefits and obligations created hereby shall inure to the benefit and be binding upon each Owner and its successors and assigns; provided, if any Owner conveys all of its interest in any Parcel owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Agreement as fee owner of the property conveyed by it if the buyer assumes in writing all of such obligations; and provided further, no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

9. Estoppel Certificate. Each Owner agrees that upon request by any other Owner, it will issue, within thirty (30) days of such request, to a prospective lender of such other Owner or to a prospective purchaser of such other Owner's interest, an estoppel certificate stating:

- (a) whether the Owner to whom the request has been directed knows of any default by the requesting Owner under this Agreement, and if there are known defaults, specifying the nature thereof;
- (b) whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and
- (c) that to the Owner's knowledge this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Owner to disclose correct and/or relevant information.

10. Authority. Each of the individuals who have executed this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of JBGIV or Jeteo, as the case may be; that all corporate, partnership, trust or other action necessary for such Party to execute and perform the terms of this Agreement have been duly taken by such Party; and that no other signature and/or authorization is necessary for such Party to enter into and perform the terms of this Agreement.

11. Exhibits. Exhibits A, B, C and D, attached hereto are incorporated herein by this reference.

13. Force Majeure. The required dates for beginning and completing any construction obligation of this Agreement shall be extended for a period or periods of time equal to any period of delay caused by fire or other casualty, acts of God, war, riot or insurrection, strikes, governmental regulations or any other cause (except financial) beyond the reasonable control of the Party obligated to perform; provided that such Party promptly notifies the other Parties of the occurrence and cause of such delay and upon the termination thereof, the termination of such delay. Such delays are hereinafter referred to as "Force Majeure".

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER, AND THE EXECUTION OF THIS AGREEMENT BY JBGIV DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF JETCO, EXECUTED BY AUTHORIZED OFFICERS OF JETCO AND DELIVERED TO JBGIV.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

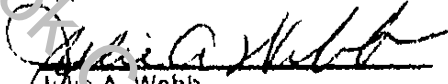
**JETCO PROPERTIES, INC.,**  
a Delaware corporation

By:   
EXECUTIVE VICE President

ATTEST:

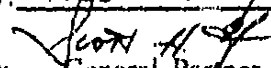
  
ASSISTANT Secretary

Approved for Execution

  
Julia A. Webb

"Jetco"

**JBGIV Limited Partnership,**  
an Illinois Limited Partnership

By: RGL Realty Partners Inc  
, President  
Its: General Partner

"JBGIV"

96659797

UNOFFICIAL COPY

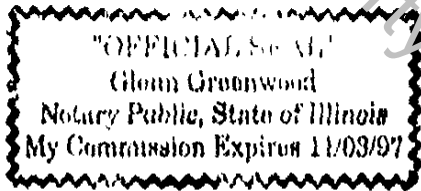
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

State of Illinois )  
 )  
County of Cook )

On July 12, 1996, before me, a Notary Public, personally appeared Society of  
Generalists personally known to me or proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Glom Greenwood  
Notary Public

UNOFFICIAL COPY

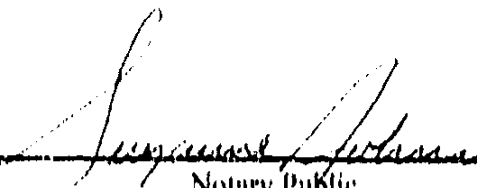
Property of Cook County Clerk's Office

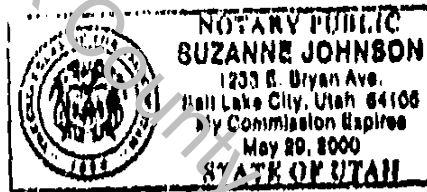
# UNOFFICIAL COPY

STATE OF UTAH )  
 ) S. S.  
COUNTY OF SALT LAKE )

On July 25, 1996, before me, Suzanne Johnson, a notary public in and for such County and State, personally appeared Jack Lant and Julie A. Webb, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public



96659797

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## Exhibit B

### Legal Description of the Shopping Center.

LOT 1, EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC STREET PER DOCUMENT NO. 95071097, AND LOTS 3, 4 AND 5, ALL IN KNOCHE-REDFEARN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1982, AS DOCUMENT NUMBER 26367123, IN COOK COUNTY, ILLINOIS.

AND

LOTS 1 AND 2 IN THE RESUBDIVISION OF PART OF LOTS 2 AND 6 IN KNOCHE-REDFEARN SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 8-28-96 AS DOCUMENT NUMBER 96659797, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit C

### Legal Description of the Jeteo Parcel.

LOTS 3, 4, AND 5 IN KNOCHE-REDFEARN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1982, AS DOCUMENT NUMBER 26367123, IN COOK COUNTY, ILLINOIS.

AND

LOT 2 IN THE RESUBDIVISION OF PART OF LOTS 2 AND 6 IN KNOCHE-REDFEARN SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 8-28-96, AS DOCUMENT NUMBER 96659792 IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Exhibit D

### Legal Description of Outparcels.

#### Outparcel 1

LOT 1, EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC STREET PER DOCUMENT NUMBER 95071097, IN KNOCHE-REDFEARN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1982, AS DOCUMENT NUMBER 26367123, IN COOK COUNTY, ILLINOIS.

#### Outparcel 2

LOT 1 IN THE RESUBDIVISION OF PART OF LOTS 2 AND 6 IN KNOCHE-REDFEARN SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 9-30-82, AS DOCUMENT NUMBER 26367123 IN COOK COUNTY, ILLINOIS.

95659797

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

96659797

7586672 & 7586671/170034 002 BM

THIS DOCUMENT WAS PREPARED BY  
AND UPON RECORDING RETURN TO:  
Pfeifer, Nichols & Meeks  
900 N. Michigan Avenue  
Suite 1200  
Chicago, Illinois 60611  
Attn: Michael E. Smetann, Esq.

DEPT-01 RECORDING \$77.00  
740012 TRAN 1856 08/28/96 15:01:00  
42879 + CG \*-96-657797  
COOK COUNTY RECORDER

**PLAT WITH THIS DOCUMENT**

77.00  
y

## DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

between

**JETCO PROPERTIES, INC.**,  
a Delaware corporation,

and

**JBGTV Limited Partnership, an Illinois limited partnership**

DATE: July 17, 1996  
STORE NO: 01-9350.01 and 01-9350.02  
LOCATION: Northeast Corner of 94th Avenue and 159th Street  
Orland Park, Illinois

Doc No 11174 Vol 1 MP9  
5/21/96

**BOX 333-CTI**

96659797

UNOFFICIAL COPY

Property of Cook County Clerk's Office