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Cook County Recorder 43.00

RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of November 1997, by and between U.S.

This space reserved for RECORDER'S USE ONLY

Bank as trustee under Trust Agreement dated February 14, 1997 and known as Trust No. 3426 (hereinafter referred to as the "Orland Auto Center Parcel Owner"), and JBGIV Limited Partnership, an Illinois limited partnership (hereinafter referred to as the "JBGIV Parcel Owner").

WITNESSETH:

75-86-6725
WHEREAS, Orland Auto Center Parcel Owner is the owner of a parcel of land situated in the Village of Orland Park, Cook County, Illinois, which has been improved with a shopping center containing auto related uses commonly known as the "Orland Auto Center" and which parcel of land is legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Orland Auto Center Parcel"); and

WHEREAS, JBGIV Parcel Owner is the owner of a parcel of land which is contiguous to and is situated immediately West of the Orland Auto Center Parcel, which parcel of land is to be improved with a retail shopping center to be commonly known as "Hollywood Video Plaza" which parcel is legally described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "JBGIV Parcel"); and

WHEREAS, store buildings, pedestrian walkways and vehicular drives, driveways and parking areas and other improvements have been constructed and installed upon the Orland Auto Center Parcel in connection with the use of said parcel as a shopping center; and

WHEREAS, store buildings, pedestrian walkways and vehicular drives, driveways and parking areas and other improvements are intended to be constructed on the JBGIV Parcel in connection with the use of said parcel as a shopping center; and

This Document Prepared By: Loren R. Stone, Esq.
8707 N. Skokie Blvd., Suite 103
Skokie, IL 60077

Upon recording, please return this document to:

Douglas A. Bean
c/o Terraco, Inc.
8707 N. Skokie Blvd. #303
Skokie, Illinois 60077

BOX 333-CTT

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WHEREAS, the relative locations of the JBGIV Parcel and the improvements proposed to be constructed thereon, and the Orland Auto Center Parcel and the improvements now forming a part thereof, are shown on the plot plan attached hereto, marked Exhibit "C" and incorporated herein by reference; and

WHEREAS, the Orland Auto Center Parcel, and the JBGIV Parcel are hereinafter collectively referred to as the "Properties"; and

WHEREAS, the Orland Auto Center Parcel Owner and the JBGIV Parcel Owner desire to obtain for themselves and their successors and assigns and the owners and occupants from time to time of their respective parcels and their customers, employees, agents and invitees, the right and privilege to use in common the access drive and pedestrian walkways connecting the Properties, and for no other purpose whatsoever, and

WHEREAS, the Orland Auto Center Parcel Owner and the JBGIV Parcel Owner are willing to grant such rights and privileges to each other and their successors and assigns, upon and subject, however, to the terms and provisions hereinafter contained.

NOW THEREFORE, in consideration of the mutual agreements, covenants and conveyances herein contained, it is agreed by and between the Orland Auto Center Parcel Owner and the JBGIV Parcel Owner as follows:

1. Preambles. The preambles set forth above are incorporated herein and made a part of the Agreement.

2. Definitions and Grants of Easements

A. For the purposes of this Agreement, the area connecting the Properties to be used in common shall be referred to as "the access drive" and said access drive shall effectively include any pedestrian walkways which may be developed in connection therewith. Said access drive is delineated on the plot plan which is attached hereto as Exhibit "C". Nothing contained in said Exhibit "C" shall preclude the Orland Auto Center Parcel Owner or JBGIV Parcel Owner from relocating or creating additional building areas on each of their respective parcels except that no building areas shall be placed upon the access drive between the Orland Auto Center Parcel and the JBGIV Parcel so as to block access between the parcels. The access drive shall include, but not be limited to any sidewalks, walkways, aisles, vehicular driveways, entrances and exits to the respective parcels.

B. Orland Auto Center Parcel Owner does hereby grant to JBGIV Parcel Owner and the owners and tenants from time to time of the JBGIV Parcel and their respective subtenants, licensees, concessionaires, suppliers, agents, employees, contractors, customers and invitees, a non-exclusive easement for pedestrian and vehicular use and the right and privilege to use, without cost or charge, and in common with Orland Auto Center Parcel Owner and the owners and tenants from time to time of the Orland Auto Center Parcel and their respective subtenants, licensees, concessionaires, suppliers, agents, employees, contractors, customers and invitees the access drives of the Orland Auto

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Center Parcel now or at any time hereafter constructed upon the Orland Auto Center Parcel for the purpose of ingress and egress and providing access to and from public and private rights-of-way in connection with the use of the JBGIV Parcel, provided, however, that nothing herein contained shall grant or be deemed to grant to JBGIV Parcel Owner nor to any subsequent owner, tenant or occupant of the JBGIV Parcel or to their respective subtenants, licensees, concessionaires, suppliers, agents, employees, or contractors any easements, right or privilege whatsoever to use any portion of the common areas of the Orland Auto Center Parcel for any other reason whatsoever.

C. JBGIV Parcel Owner does hereby grant to the Orland Auto Center Parcel Owner and to the owners and tenants from time to time of the Orland Auto Center Parcel and their respective subcontractors, licensees, concessionaires, suppliers, agents, employees, contractors, customers and invitees, a non-exclusive easement for pedestrian and vehicular use and the right and privilege to use, without costs or charge, and in common with JBGIV Parcel Owner and the owners and tenants from time to time of the JBGIV Parcel and their respective subtenants, licensees, concessionaires, suppliers, agents, employees, contractors, customers and invitees, the access drive of the JBGIV Parcel for the purposes of ingress and egress and providing access to and from public and private rights-of-way in connection with the use of the Orland Auto Center Parcel; provided, however, that nothing herein contained shall grant to or be deemed to grant to Orland Auto Center Parcel Owner nor to any subsequent owner or tenant nor to their respective subtenants, licensees, concessionaires, suppliers, agents, employees, or contractors, any easement, right or privilege whatsoever to use any portion of the common areas of the JBGIV Parcel for any other purpose whatsoever.

3. Operation and Maintenance of Common Areas

A. The Orland Auto Center Parcel Owner and the JBGIV Parcel Owner each agree that they shall keep and maintain the common areas of their respective parcels at their own cost and expense, and that they shall not interfere with, obstruct, inhibit or otherwise adversely affect the use and enjoyment of the access drive or the rights granted under this Agreement with respect to the access drive.

B. The owners of the Orland Auto Center Parcel and the JBGIV Parcel agree that they shall not create any nuisance upon or illegally use the access drive and agree not to violate any applicable law, ordinance, rule, regulation, permit or code which would adversely affect the use and enjoyment of the access drive or the rights granted under this Agreement with respect to the access drive.

4. Covenants Run With The Land. Each easement, right and privilege over the JBGIV Parcel shall be appurtenant to and for the benefit of the Orland Auto Center Parcel and each part thereof. Each easement, right and privilege over the Orland Auto Center Parcel shall be appurtenant to and for the benefit of the JBGIV Parcel and each part thereof. Each easement, restriction and undertaking as to the JBGIV Parcel shall be a burden thereon for the benefit of the Orland Auto Center Parcel, and each part thereof, and shall as to the Orland Auto Center Parcel, be a burden thereon for the benefit of the JBGIV Parcel and each part thereof, and shall run with the land. If either the Orland Auto Center Parcel or the

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JBGIV Parcel is hereinafter divided into two or more parcels all of the owners of said parcels shall be entitled to the benefits of the easements, rights and privileges granted hereunder.

The easements, covenants, rights, privileges, benefits and obligations created hereby shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Provided, however, that if either owner sells any portion or all of its interest in any parcel owned by such owner and obtains from the purchaser an express agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, such owners shall thereupon be released and discharged from any and all further obligation under this Agreement as such owner in connection with the property sold by it.

5. Duration. Except as otherwise provided herein, each easement, covenant, restriction and undertaking of this Agreement shall be for the term of seventy-five (75) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated within one hundred eighty (180) days of the expiration of the initial seventy-five (75) year term or any extension thereof by an instrument recorded with the Recorder of Deeds of the County of Cook, either by the owner of the JBGIV Parcel or the owner of the Orland Auto Center Parcel.

6. Injunctive Relief. In the event of any violation or threatened violation by any owner, lessee, or tenant from time to time of any portion of the Properties of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, or otherwise provided by law, Orland Auto Center Parcel Owner or JBGIV Parcel Owner each individually shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable attorneys' fees for the prevailing party in any legal proceeding seeking relief shall be paid by the party against whom judgment is entered in said legal proceeding.

7. Modification Provisions. This Agreement may not be modified in any respect whatsoever, or rescinded in whole or in part, except with the written consent of all of the owners of the real property comprising the Properties, and then only by written agreement duly executed and acknowledged by all of said owners, which agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois.

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

9. Breach Shall Not Permit Termination. It is expressly agreed that no breach of the Agreement shall entitle any owner to cancel, rescind or otherwise to 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. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in

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good faith for value but such covenants or restrictions shall be binding upon and effective against such owner of any said property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

10. Validity and Severance. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion thereof shall remain in full force and effect.

11. Mutual Indemnity. The owner of the JBGIV Parcel and the owner of the Orland Auto Center Parcel shall indemnify, defend and hold each other harmless against all claims for injury or death to persons or damage to or loss of property due to injuries, including death, to person or property caused by the negligence of the other owner, its agents or employees.

12. Notices. All notices hereunder shall be in writing and shall be delivered, either personally or by registered mail or certified mail, return receipt requested, to the parties as follows:

JBGIV LIMITED PARTNERSHIP
PARCEL OWNER:

C/O TERRACO, INC.
8707 N. Skokie Blvd., #303
Skokie, IL 60077
Attn: Mr. Scott H. Gendell

WITH COPY TO:

Loren R. Stone, Esq
8707 N. Skokie Blvd., #303
Skokie, IL 60077

ORLAND AUTO CENTER
PARCEL OWNER:

Peter T. Kitchin
17255 Southwest Highway
Orland Park IL 60462

WITH COPY TO:

Bruce Salk, Esq.
630 Dundee Rd., Suite 120
Northbrook, IL 60062

13. Sale and Leaseback. In the event that either the owner of the JBGIV Parcel or the owner of the Orland Auto Center Parcel sells all or part of its property for the purpose of financing, and simultaneously enters into a leaseback with the fee owner by which the seller has possessory rights in the real property, subject to the terms of the lease, and remains liable for the obligations imposed on it hereunder, then, and in that event, it is expressly understood and agreed that so long as the lease remains in existence, the fee owner of the parcel will, for the purposes of this Agreement, be given the same rights and privileges as the holder of a first mortgage on the property.

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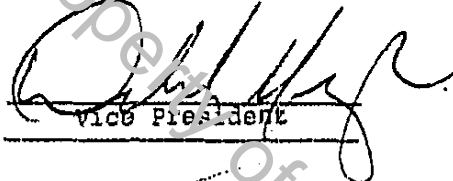
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14. Certificate. Each party agrees at the written request of the other, to acknowledge whether or not such requesting party has performed all things or any thing required of them under the terms of this Agreement. Any such acknowledgment shall be in writing and in the event such acknowledgment shall state that the requesting party has not so performed, then, in such event, such acknowledgment shall specifically describe the default or non-performance of the requesting party.


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


*MANUFACTURERS BANK, f/k/a
U.S. Bank
as Trustee, as aforesaid, and not personally

JBGIV Limited Partnership,
an Illinois Limited Partnership, Inc.,
By: RGB Realty Partners, Inc., General Partner

By: 
Its: vice President

By: 
Its: Pres.

Attested:

Trust Officer

Attested:


This instrument is executed by MANUFACTURERS BANK, F/K/A U.S. BANK, F/K/A THE STEEL CITY BANK OF CHICAGO, F/K/A THE STEEL CITY NATIONAL BANK OF CHICAGO, not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed hereunder by MANUFACTURERS BANK, F/K/A U.S. BANK, F/K/A THE STEEL CITY BANK OF CHICAGO, F/K/A THE STEEL CITY NATIONAL BANK OF CHICAGO, undertaken by it solely as trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against MANUFACTURERS BANK, F/K/A U.S. BANK, F/K/A THE STEEL CITY BANK OF CHICAGO, F/K/A THE STEEL CITY NATIONAL BANK OF CHICAGO, by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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CONSENT OF MORTGAGEE

*U.S. Bank, holder of a mortgage on the property described herein in the attached Exhibit A and commonly referred to as the "Orland Auto Center" dated April 1, 1997, and recorded April 3, 1997 as Document No. 97-231448, hereby consents to the execution and recording of the within provisions of the attached RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT.

IN WITNESS WHEREOF, the said U.S. Bank, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at 17130 Torrence Avenue, Lansing, Illinois, on this 20th day of October, 1997

*MANUFACTURERS BANK, f/k/a U.S. Bank

BY:

[Signature]
Assistant Vice President

ATTEST:

[Signature]
Asst. Secretary V.P.

STATE OF ILLINOIS)

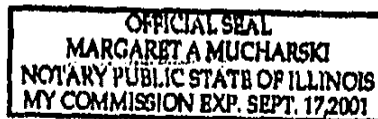
) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that, Deborah Mazala, as ~~Assistant Vice President~~ and William Bor, as ~~Assistant Secretary~~ of said entity, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said U.S. Bank for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that (s)he, as custodian of the corporate seal of said entity did affix the corporate seal of said entity to said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 20th day of October, 1997.

[Signature]
Notary Public



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CONSENT OF MORTGAGEE

First Bank of Highland Park, holder of a mortgage on the property described herein in the attached Exhibit B and commonly referred to as the "JBGIV Parcel" dated 8/9/96, 1996, and recorded 8/28/96, 1996 as Document No. 96 659795, hereby consents to the execution and recording of the within provisions of the attached RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT.

IN WITNESS WHEREOF, the said First Bank of Highland Park, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at 1835 First Street, Highland Park Illinois, on this day of Nov. 3, 1997.

BY: Howard Levy
Vice ~~Co~~-Chairman of the Board

ATTEST:

Craig A. Levy
Asst. Secretary

STATE OF ILLINOIS)

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) SS.

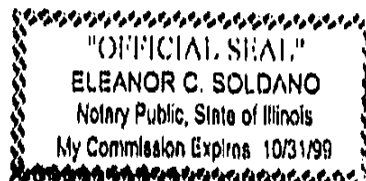
COUNTY OF COOK)

I, Eleanor C. Soldano a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that, Howard Levy, as, ~~Co~~-Chairman of the Board and Craig A. Levy as Assistant Secretary of First Bank of Highland Park who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Co~~-Chairman of Board, and Assistant Secretary of said entity, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said First Bank of Highland Park for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that (s)he, as custodian of the corporate seal of said entity did affix the corporate seal of said entity to said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 3RD day of November, 1997.

Eleanor C. Soldano

Notary Public



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EXHIBIT "A"

TO

RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT

DATED Nov. 20, 1997, BY AND BETWEEN PETER T. KITCHIN AND CARMEL M. KITCHIN, AND JBGIV LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP

Legal Description

to

Orland Park Auto Center Parcel

A PARCEL OF PROPERTY LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 0°-00'-18" EAST ALONG THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15 (ALSO THE CENTER LINE OF 94TH AVENUE) FOR A DISTANCE OF 64.99 FEET TO A POINT; THENCE SOUTH 89°-38'-48" EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15 FOR A DISTANCE OF 50.00 FEET TO A POINT (SAID POINT LYING ON THE EAST RIGHT-OF-WAY LINE OF 94TH AVENUE PER DOCUMENT NUMBER 70L16926); THENCE SOUTH 44°-41'-27" EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE OF 94TH AVENUE FOR A DISTANCE OF 21.21 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET PER DOCUMENT NUMBER 70L16926; THENCE SOUTH 89°-44'-09" EAST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 776.69 FEET TO A POINT IN A LINE LYING 500.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AT THE POINT OF BEGINNING; THENCE NORTH 0°-00'-45" EAST ALONG THE SAID LINE 500.00 FEET WEST OF AN PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 15 FOR A DISTANCE OF 398.78 FEET TO A POINT IN A LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89°-38'-48" EAST ALONG THE SAID LINE LYING 450.00 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15 FOR A DISTANCE OF 250.00 FEET TO A LINE 250.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 0°-00'-45" WEST FOR A DISTANCE OF 393.36 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET; THENCE NORTH 89°-44'-09" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 172.05 FEET; THENCE SOUTH 0°-02'-12" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 5.00 FEET; THENCE NORTH 89°-44'-09" WEST CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE OF 159TH STREET FOR A DISTANCE OF 77.92 FEET TO THE POINT OF BEGINNING.

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EXHIBIT "B"

TO

RECIPROCAL GRANT OF EASEMENTS AND AGREEMENT
DATED Nov. 20, 1997, BY AND BETWEEN PETER T. KITCHIN AND CARMEL M.
KITCHIN, AND JBGIV LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP

Legal Description

to

JBGIV LIMITED PARTNERSHIP Parcel

LOT 1, EXCEPT THAT PART THEREOF DEDICATED FOR PUBLIC STREET PER DOCUMENT
NO. 95971097, IN KNOCHE-REDFEARN SUBDIVISION, BEING A SUBDIVISION OF PART OF
THE EAST 1/2 OF THE SOUTHWEST 1/4 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.

TAX

27-15-301-003

property
address:

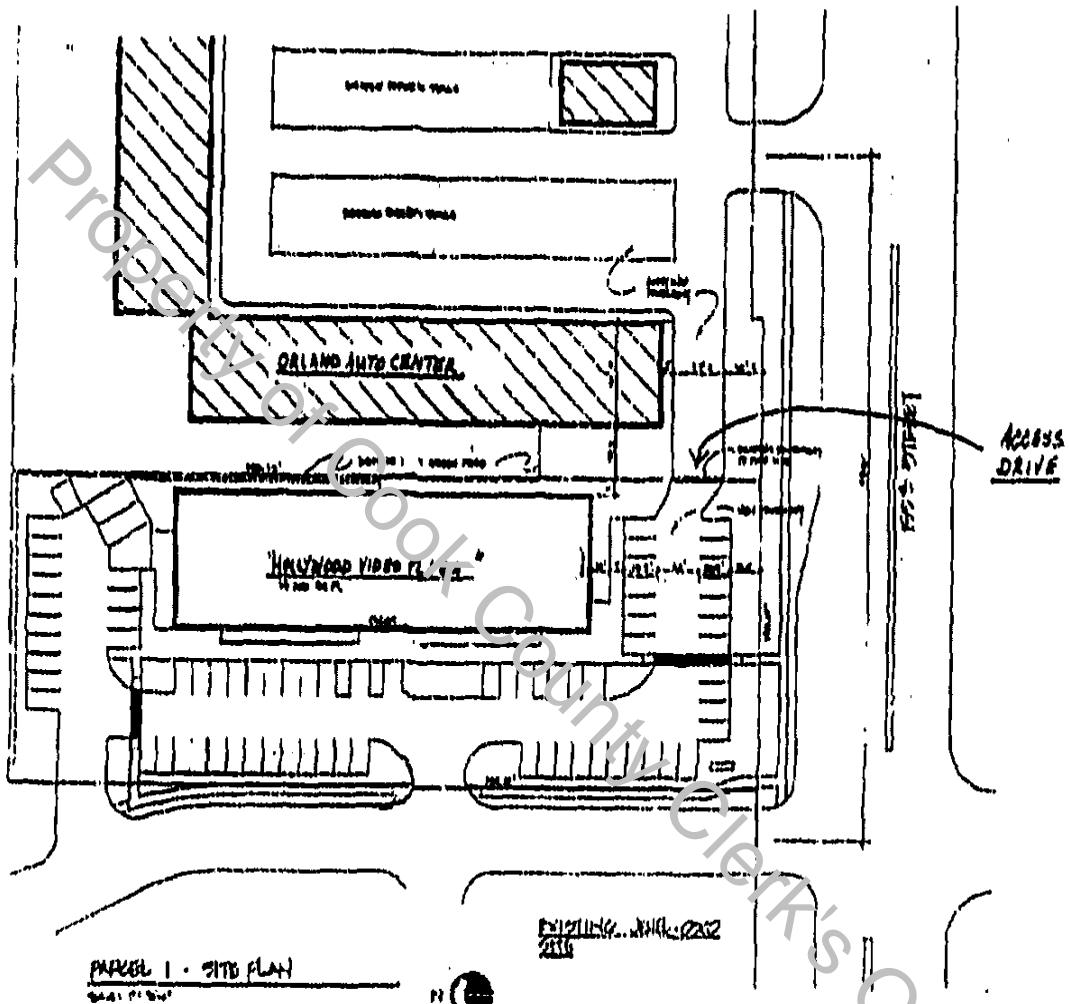
159th Street near 94th Avenue.

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EXHIBIT "C"



PARCEL 1 - SITE PLAN

ENCLOSURE... 2002

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