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and after recording return to:

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98991841



EXHIBIT ATTACHED

DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

between

THE VILLAGE OF RIVER FOREST

and

AMERICAN STORES PROPERTIES INC.

Property of Cook County Clerk's Office

DATE 11/3/98
CK [Signature]

98991841

[Signature]

DATE: October 12, 1998
LOCATION: 7560, 7556, 7554, 7550,
7548 and 7500 West Central Street
and 7525 West Lake Street
River Forest, Illinois
STORE NO: 01-7525

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DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Agreement") is made as of the 25 day of Oct., 1998 by and between AMERICAN STORES PROPERTIES, INC., a Delaware corporation ("ASPI"), and the VILLAGE OF RIVER FOREST, an Illinois municipal corporation ("Village"), collectively referred to as the "Parties" or individually, a "Party".

RECITALS

A. This Agreement is made with respect to that certain real property located at or near 7525 West Lake Street, Village of River Forest, County of Cook, State of Illinois, as shown on the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference (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 and by reference incorporated herein; and

B. ASPI is, or will be at the time of the recording of this Agreement, the Owner of that portion of the Shopping Center designated as Parcel 1 on the Site Plan and as more particularly described on Exhibit "B"; and

C. Village is, or will be at the time of the recording of this Agreement, the Owner of that portion of the Shopping Center designated as Parcel 2 and Parcel 3 on the Site Plan and as more particularly described on Exhibit "B"; and

D. The Parties desire that each of their Parcels and every portion thereof be developed in conjunction with each other for the mutual benefit of the Parties and of each and all of the Parcels and every portion thereof, and accordingly do hereby establish a general plan for the 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 and every portion thereof, shall be improved, held, exchanged, leased, sold and/or conveyed. Each of the Restrictions is imposed upon each Parcel in the Shopping Center as a mutual equitable servitude in favor of the other Parcels and every part thereof. Each of the Restrictions shall create reciprocal rights and obligations among each of the owners; they shall further create a privity of contract and an estate between the owners of the Parcels and their heirs, successors and assigns; and they shall be and operate as covenants running with the land for the benefit of the Shopping Center and each and every part and portion thereof.

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

1. PRELIMINARY

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

1.2 Definitions.

(a) **"ASPI Affiliate"**. Any entity controlling, controlled by, or under common control with American Stores Properties, Inc., a Delaware corporation.

(b) **"Building Area"**. That area shown as Building Area or Building Envelope on the Site Plan.

(c) **"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.

(d) **"Owner"**. The Owner of Parcel 1 and the Owner of Parcels 2 and 3 and their respective assigns, grantees, and successors in interest.

(e) **"Owner of Parcel 1"**. ASPI and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel 1. In the event any ASPI Affiliate does not have record fee title to any portion of Parcel 1 but is leasing all or a portion of Parcel 1 pursuant to a lease, sale-leaseback or other transaction giving the ASPI Affiliate a right of occupancy to all or any portion of Parcel 1 pursuant to a recorded instrument: (i) the ASPI Affiliate shall be deemed to hold jointly with the Owner of Parcel 1 all of such Owner's rights of consent and approval which are created by this Agreement and any consent or approval given hereunder by the Owner of Parcel 1 shall not be effective without the consent or approval of the ASPI Affiliate; (ii) any rights of enforcement or to cure defaults under this Agreement which are granted to the Owner of Parcel 1 shall be deemed to be also for the benefit of the ASPI Affiliate and the ASPI Affiliate may exercise such rights on its own behalf and without the joinder of the Owner of Parcel 1; and (iii) this Agreement may not be amended or terminated without the prior written consent of the ASPI Affiliate. Any waiver of rights under this Agreement by the Owner of Parcel 1 shall not be effective as against the ASPI Affiliate unless such waiver is also obtained from the ASPI Affiliate.

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(f) "Owner of Parcel 2". ASPI and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel 2.

(g) "Owner of Parcel 3". Village and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel 3.

2. BUILDING AREA

2.1 Building Area. No building or other structure shall be constructed upon Parcel 2 or Parcel 3 other than within the Building Area on such Parcels. Notwithstanding the foregoing, canopies and roof overhangs (including supporting columns or pillars), normal foundations, doors, trash enclosures, and loading and delivery docks, covered areas attached to such docks, required emergency exits (including stairs and landings and footings and foundations associated therewith), and doors for ingress and egress may project from any building or structure up to a distance of five (5) feet over or outside of the Building Area on any such Parcel; provided, (i) 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; (ii) no such extension or projection shall be allowed if it (1) 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 (2) 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 any other Parcel in the Shopping Center.

2.2 Maximum Building Area. The total square footage of floor area of all buildings and other structures within the Building Area on Parcel 2 or Parcel 3 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 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 enclosure, loading dock, covered area attached to loading docks, canopies and roof overhangs (including supporting columns or pillars) and basements. 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 floor area or any building or other improvement whatsoever. Notwithstanding anything contained in this Agreement to the contrary, the total floor area of all Mezzanines on Parcel 2 shall not exceed one thousand six hundred (1600) square feet in area and Mezzanines shall not be

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permitted on Parcel 3. All Mezzanines on Parcel 2 shall not be used for sales or generally be open to the public and shall be used only in an incidental manner to the primary use on Parcel 2.

2.3 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 thirty-five (35) feet nor shall any building on Parcel 2 or Parcel 3 exceed twenty-five (25) feet in height. In the event any buildings are constructed within the Shopping Center, prior to the commencement of such construction, the plans of such building or buildings shall be submitted to the Owner of Parcel 1 for its approval, which approval shall not be unreasonably withheld. All building construction (including remodeling and reconstruction) must be diligently prosecuted to completion, shall be performed in a workmanlike manner and in accordance with the requirements of all governmental authorities having jurisdiction over such work and shall be performed in a manner that does not materially interfere with the operations of any business in the Shopping Center. The Parties acknowledge that the Owner of Parcel 1 may from time to time construct buildings on Parcel 1 using Type II-N or III-N (non-rated) construction as defined in the 1988 edition of the Uniform Building Code or its local equivalent ("**Construction Type**") or some other construction technique requiring sprinklering of other buildings in the Shopping Center. All other buildings constructed in the Shopping Center after the date hereof 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 Parcel 1. 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 Parcel 1 in its reasonable discretion determines that such unfinished building creates an unsafe or unsightly condition detrimental to the Shopping Center, the Owner of Parcel 1 may demolish part or all of such building or construct part or all of such building or a barricade around such building. Upon any such work by the Owner of Parcel 1, the Owner upon whose Parcel the building is located shall reimburse the Owner of Parcel 1 upon demand for monies so expended.

3. COMMON AREA

3.1 Common Area Use. The Common Area shall be used for vehicular access, circulation and parking, pedestrian traffic and the comfort and convenience 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 by the Owner of such Common Area (i) on a temporary basis, in connection with the construction and repair of any buildings or

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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 on such Parcel; 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 (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.

3.2 Parking. There shall be no charge or other validation for parking in the Common Area without the prior written consent of the Owner of Parcel 1.

3.3 Employee Parking. The Owners of Parcels 2 and 3 shall cause their respective employees and the employees of their respective tenants and occupants to park within one hundred (100) feet of Parcels 2 and 3, respectively. The Owner of Parcel 1 shall use reasonable efforts to prohibit its employees and the employees of the tenants and occupants of Parcel 1 from parking within one hundred (100) feet of Parcels 2 and 3.

3.4 General. The Owner of each Parcel shall 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 prior written consent of the Owner of Parcel 1; provided, however, that the Owner of Parcel 1 shall not use Common Areas within fifty (50) feet of Parcel 2 or Parcel 3 for outdoor sales or storage. Notwithstanding anything contained in this Agreement to the contrary, the Owner of Parcel 1, with respect to such Owner's Parcel, expressly reserves the right, from time to time, to add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any improvements, parking spaces, driveways, landscaped areas and other Common Areas, change the striping of parking spaces and direction and flow of traffic, and convert Common Areas to buildings and buildings to Common Areas and to grant other parties the right to use Common Areas on Parcel 1 notwithstanding anything shown on the Site Plan to the contrary.

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3.5 Maintenance and Repair. Subject to the provisions of the Articles entitled "Damage and Destruction" and "Eminent Domain," 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 any necessary appropriate directional signs, markers and lines;
- (d) Operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
- (e) Maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and making replacements of shrubs and other landscaping as is necessary;
- (f) Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services 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 and water lines shall be separately metered to the Parcel on which they are located.

3.6 Reimbursement for Maintenance and Repair.

(a) General. Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs for any maintenance, repair or replacement obligations set forth in this Article 3.

(b) Owner of Parcel 2 and Parcel 3's Contribution. Subject to the following terms and conditions, the Owner of Parcel 2 shall reimburse the Owner of Parcel 1 the "Owner of Parcel 2's Share" (defined below) of costs and expenses for work performed by ASPI under Section 3.5 and the Owner of Parcel 3 shall reimburse the Owner of Parcel 1 the "Owner of Parcel 3's Share" (defined below) of the costs and expenses for

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work performed by ASPI under Section 3.5. "Owner of Parcel 2's Share" shall mean four percent (4%) of ASPI's out-of-pocket costs and expenses incurred in connection with the performance of its obligations under Section 3.5 above, and "Owner of Parcel 3's Share" shall mean four percent (4%) of ASPI's out-of-pocket costs and expenses incurred in connection with the performance of its obligations under Section 3.5 above. The reimbursement obligations of the Owner of Parcel 2 and the Owner of Parcel 3 under this subsection (b) shall commence upon the commencement of construction on Parcel 2 and Parcel 3, respectively.

(c) Billing and Payment. All payments required to be made under this Section 3.5 shall be made within thirty (30) days of a Party's receipt of a billing therefor, which billing shall include reasonably satisfactory evidence that such costs were incurred and paid for (such as copies of bills, payment applications, invoices, receipts and lien waivers) and such work was paid for and completed. Amounts owing pursuant to this Article, if not paid when due, shall accrue interest at the rate of interest equal to the then published "Prime Rate" of First National Bank of Chicago (the Parties acknowledging that such rate may not be the lowest or "best" rate) or the highest rate permitted by law, whichever is lower from the date due until the date of payment.

(d) Misuse. Notwithstanding anything contained in this Article 3 to the contrary, each Party shall perform and pay for all repairs, replacements and maintenance caused by such Party's misuse of the applicable Common Area improvements or by its willful or negligent misconduct.

4. EASEMENTS

4.1 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 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.

5. RESTRICTIONS

5.1 Business. The types of uses permitted in the Shopping Center shall be of a retail and/or commercial nature found in Shopping Centers of a similar size and quality in the metropolitan marketing area in which the Shopping Center is located, and may include (i) an animal hospital, including the practice of veterinary medicine and surgery, animal behavior

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consultation, animal training and grooming, the sale of veterinary drugs, the incidental sale of food for animals and the housing of animals in connection with such veterinary practice (provided, that no outdoor housing shall be permitted) and (i) a water-based only laundry and pick-up/drop-off cleaners; provided, however that no on-site dry-cleaning shall be permitted. Nothing contained herein shall be construed to require the Owner of Parcel 1 or any ASPI Affiliate to open or operate any form of business in the Shopping Center for any period of time or at all. None of the uses listed below shall be conducted in the Shopping Center without the prior written consent of the Owner of Parcel 1. These restrictions 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. The uses prohibited are:

- (a) Offices (except as an incidental use to a 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 facility" 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, night club, bar or tavern, lead 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 facility" includes, but is not limited to, a beauty school, child care facility, barber college, library, reading room, schools, place of instruction, or any other operation catering primarily to students or trainees rather than to customers. 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.
- (f) Restaurants, (except on Parcel 1) unless the prior written consent of the Owner of Parcel 1 is obtained, which may be withheld in such Owner's sole discretion. A permitted restaurant which is primarily devoted to the sale of food for on-premises consumption may contain a bar or tavern if operated as an incidental part thereof and/or an electronic or mechanical game room if operated on an incidental part thereof and which occupies less than five percent (5%) of the Building Area occupied by such restaurant.

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(g) Car washes, gasoline or service stations, or the displaying, repairing, renting, leasing or sale of any motor vehicle, boat or trailer.

(h) 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.

(i) No Parcel (nor any part thereof) in the Shopping Center, other than Parcel 1, shall be (i) used or occupied as a retail supermarket, drug store or other store compounding prescriptions, or combination thereof, nor (ii) used for the sale of any of the following: (1) off-premises consumption of general or dry groceries, fish, meat, meat products and/or poultry; (2) liquor or other alcoholic beverages in package form, including, but not limited to, beer, wine and ale; (3) off-premises consumption of produce; (4) off-premises consumption of dairy products, delicatessen products and/or bakery products; (5) floral items; (6) any combination of food items sufficient to be commonly known as a convenience food store or department; (7) greeting cards (except as an incidental use to a gift shop, in which case such use shall be restricted to five percent [5%] of the floor area operated by such gift shop); (8) photo processing; (9) health and beauty aids; (10) items requiring dispensation by or through a pharmacy or requiring dispensation by, through, in the presence of or under the authority of a registered or licensed pharmacist; and (11) a store or restaurant selling take out meal replacement items (i.e., as sold by Boston Market-type operations as opposed to restaurants or fast food outlets). No Parcel (nor any part thereof) in the Shopping Center other than Parcel 1, shall be given the exclusive right to conduct financial services, (including, but not limited to, installation of automatic teller machines) such that the Owner or occupant of Parcel 1 is precluded from conducting financial services on Parcel 1.

(j) No business providing drive-up or drive-through lanes shall be permitted in the Shopping Center without the prior written approval of the Owner of Parcel 1, which approval may be withheld for any reason or for no reason.

(j) Dry-cleaner with on-premises cleaning.

(k) Second-hand or thrift stores or flea markets.

Nothing contained herein shall be construed to prohibit the Owner of Parcel 1 from storing, using, and/or selling any item on or from Parcel 1 or engaging in any activity on Parcel 1, which the Owner of Parcel 1 or any ASPI Affiliate customarily stores, uses, sells, or engages in at any of their other locations. All consents and approvals required pursuant to this Article must be in writing, but need not be made a matter of public record. It shall be solely the responsibility of any party inquiring about such consents or approvals to contact the Owners for written confirmation of the same. At any time after fifteen (15) years from the date of this Agreement,

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the Owner of Parcel 1 shall have the right, in its sole discretion and notwithstanding any other provision of this Agreement, to eliminate any one or more of the use restrictions set forth in subparagraphs (a) through (h) above, whereupon such prohibited uses shall thereafter be permitted for all Parcels within the Shopping Center.

5.2 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 the Owner of Parcel 1 gives prior written approval thereto. In the event the Owner of Parcel 1 determines that the Common Area is being used for purposes inconsistent with this Agreement, the Owner of Parcel 1 shall have the right to construct a barricade around all or any portion of the perimeter of the Shopping Center 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.

6. 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.

Each Owner, with respect to its Parcel, may at its sole option and expense, construct, maintain and replace one or more pylon or other free-standing signs at any location on such Owner's Parcel, as such Owner may elect in its sole discretion. Neither any Owner nor any Owner's tenants or occupants shall have any right to erect or maintain any sign panels or in any manner use or participate in any of the pylon, free-standing or other signs which may be constructed and maintained on any other Owner's Parcel.

Except as expressly permitted herein, there shall be no signs in the Shopping Center without the prior written approval of the Owner of Parcel 1.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification of Owners. Each Owner (and any ASPI Affiliate) (the "Indemnifying Party") agrees to indemnify, hold harmless and defend all other Owners (and any

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ASPI Affiliate) (the "Indemnified Party") from and against all claims, actions, liabilities, damages, expenses and judgments (including but not limited to attorneys' fees, reasonable investigative and discovery costs, court costs) and all other sums on account of any 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 tenants, or subtenants, agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party, its tenants, subtenants, agents, servants or employees against any injury, loss of life or damage caused in the active or passive negligence or willful misconduct of the Indemnified Party, its tenants, subtenants, agents, servants, or employees. The Owner obligations under this Section 7.1 shall survive the expiration or termination of this Agreement with respect to claims arising on or before the expiration or termination of this Agreement.

7.2 Waiver of Certain Rights. Each Owner (and any ASPI Affiliate) hereby waives any rights it may have against another Owner (and any ASPI Affiliate) on account of any loss or damage occasioned to each Owner, or any ASPI Affiliate, as the case may be, their respective Parcels (including buildings and contents of buildings thereon) or to other portions of the Shopping Center, arising from any risk generally covered by fire and extended coverage insurance whether or not such an insurance policy is maintained or there are insurance proceeds sufficient to cover the loss. Each Owner hereby waives any right of subrogation that it may have against the other Owners and any ASPI Affiliate in connection with any risk or claim covered by such fire and extended coverage insurance and shall procure from its insurers under all policies of fire and extended coverage insurance a waiver of all rights of subrogation which the insurers might otherwise have under such policies.

7.3 Insurance Coverage and Limits. Each Party agrees to maintain, and/or cause to be maintained, at no cost to the other Party, 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 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.

7.4 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 Party shall promptly notify the other Party of any asserted claim with respect to which such Party is or may be indemnified against hereunder and shall deliver to such other Party copies of process and pleadings.

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7.5 Contractor's Insurance. During the period of any construction in the Shopping Center by or at the request of any Party, such Party 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 coverage, if applicable; (v) "Broad Form" Property Damage Endorsements; (vi) "Personal Injury" Endorsements; and (vii) "Blanket Contractual Liability" Endorsement.

If the construction activity involves the use of another Owner's Parcel, then the Owner of such Parcel shall be named as an additional insured and such insurance shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to the named insureds.

7.6 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: a Party'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.

Each Owner shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the insurance required hereunder, but only so long as the Owner (or the ASPI Affiliate) so self-insuring shall have a net worth of at least Fifty Million Dollars (\$50,000,000). Any Owner providing self-insurance shall, upon request, provide the other Owners with evidence of such coverage and a description of any plan of self-insurance being used. Any deductible under any policy of insurance in excess of Five Thousand Dollars (\$5,000) shall be deemed self-insurance.

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

8. 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 may, in its discretion, 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 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 Parcel 1. 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 may demolish or rebuild such Common Area improvements. However, if an Owner determines to demolish such Common Area Improvements, that Owner shall either proceed with due diligence to restore such Common Area to a condition to permit vehicular parking (only to the extent and 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 or leave and maintain the parcel of land on which such Common Area improvements were 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 Parcel 1. If an Owner does not elect to restore such Common Area improvements and such improvements are necessary to provide access to streets adjacent to the Shopping Center, any other Owner shall have the right to construct, at such Owner's sole cost, necessary improvements to provide such access between such Owner's Parcel and such adjacent streets in accordance with plans and specifications to be prepared by such Owner and subject to the prior written approval of the Owner of the Common Areas so damaged or destroyed.

9. EMINENT DOMAIN

9.1 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

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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.

9.2 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.

9.3 Tenant's Claim. Nothing in this Article 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.

9.4 Restoration of Common Area. The Owner of the fee of each portion of the Common Area so condemned shall either (i) promptly repair and restore the remaining portion of the 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 or (ii) leave and maintain the parcel of land on which such remaining portion of the Common Area 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 Parcel 1.

9.5 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 maintain such building area Parcel in the manner provided for in Article VIII above.

10. TAXES

Each Owner shall pay or cause to be paid direct 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 the property described herein of 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

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property hereinabove described 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 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.

11. DEFAULT

11.1 Right to Cure. Should any Owner fail to timely perform any of its obligations hereunder and thereafter fail to perform such obligation within twenty (20) days of 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 work 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) have a lien on the property 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 interest at a rate equal to the then published Federal Discount Rate plus four percent (4%) per annum, or the highest legal rate of interest, whichever is less, 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 recording in the amount claimed by the Owner curing 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 established 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.

11.2 Injunctive Relief. In the event of any violation or threatened violation of any provision of this Agreement, any Owner (and an ASPI Affiliate, if any) shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened

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violation. Notwithstanding the foregoing, tenants in the Shopping Center, other than any ASPI Affiliate, shall not have the right of injunction but shall rather be limited to their rights granted by law and by their respective leases.

11.3 Breach Shall Not Permit Termination. No breach of this Agreement shall 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.

11.4 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.

12. 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:

| | |
|----------|--|
| Village: | Village of River Forest 400 Park Avenue River Forest, Illinois 60305 Attn: Charles J. Biondo |
| ASPI: | American Stores Properties, Inc. <u>Mailing address:</u> P. O. Box 27127 Salt Lake City, Utah 84127-0127 <u>Street address:</u> 299 South Main Street (Mail Drop 1800 North) Salt Lake City, Utah 84111 Attn: Legal Department (Store #01-7525) |

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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 others.

13. 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 Owner 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.

14. 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.

15. 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 writing executed by the Owners of seventy-five percent (75%) of the land area in the Shopping Center (which must include the Owner of Parcel 1, so long as it has any interest in the Shopping Center) and duly recorded.

16. GENERAL PROVISIONS

16.1 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.

16.2 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.

16.3 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.

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

16.5 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.

16.6 Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the state in which the Shopping Center is located.

16.7 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.

16.8 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 any portion or 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 it had in connection with 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.

16.9 Estoppel Certificate. Each Owner agrees that upon request by any other Owner, it will issue 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

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furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Owner to disclose correct and/or relevant information.

16.10 Authority. Village represents and warrants to ASPI that no third party has the right to prevent, approve or control in any manner the execution, delivery and performance of this Agreement by Village. Village covenants that ASPI will not be prevented from or restricted in exercising the rights herein granted with respect to the Shopping Center because of any restrictions, covenants or agreements affecting the Shopping Center to which Village is a party and that neither the terms and conditions of this Agreement nor the performance thereof conflict with any agreement affecting the Shopping Center to which Village is a party. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of ASPI or Village, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Agreement. This Agreement shall not be binding upon the Village until approved by the Village's Board of Trustees at a public meeting, and the Village covenants that it shall provide ASPI, and record, a written copy of such approval.

16.11 Effective Date. This Agreement shall take effect upon transfer of fee title to Parcel 3 to the Village (the "Effective Date") as evidenced by the recording of a deed to the Village for Parcel 3. In the event such recording does not occur within two (2) years of the date hereof, this Agreement shall terminate automatically without the execution of any other instrument. Each Party acknowledges and agrees that any expenditure, commitment or other action taken by it pursuant to this Agreement, or otherwise in contemplation of the Effective Date, is taken by it at its own risk, and no such expenditure, commitment or action shall obligate any other Party to incur any liability to such Party or to any third party unless and until this Agreement has been executed by all Parties and the Effective Date has occurred. Each Party further acknowledges and agrees that neither any approval given by ASPI under this Agreement nor the execution of this Agreement by ASPI shall obligate ASPI to acquire any property in connection herewith if ASPI has not yet done so, or to incur any liability in connection therewith unless and until such acquisition has occurred.

(SIGNATURE PAGE FOLLOWS)

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

AMERICAN STORES PROPERTIES, INC.,
a Delaware corporation

By Cam D. Fuller
SENIOR VICE President M75

ATTEST:

James A. Miller
ASSISTANT Secretary

"ASPI"

VILLAGE OF RIVER FOREST,
an Illinois municipal corporation

By Frank M. Davis
Village President

ATTEST:

John P. Brennan
Secretary

"Village"

Property of Cook County Clerk's Office

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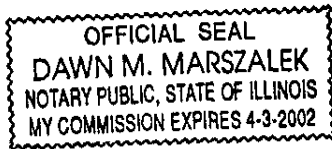
STATE OF ILLINOIS)

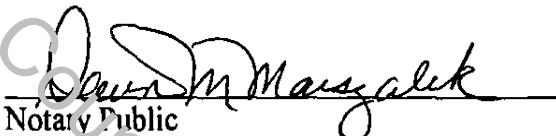
: ss.

COUNTY OF COOK)

I, Dawn M. Marszalek, a notary public in and for said county and state, certify that on the 28th day of September, 1998, personally appeared before me Frank M. Paris and Patrick J. O'Brien, who being by me duly sworn did say, each for himself, that he, the said Frank M. Paris is the Village President, and he, the said Patrick J. O'Brien is the Clerk of the Village of River Forest, a municipal corporation and that the within and foregoing Agreement was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Village President and Village Clerk each duly acknowledged to me the said corporation executed the same as its free act and deed and that the seal affixed is the seal of said corporation.

WITNESS my hand and official seal as of the date above written.




Notary Public
Residing At: 7107 W. Armitage Avenue
Chicago, IL 60707-3815

My Commission Expires:
4/3/2002

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STATE OF UTAH)
)
 : ss.
COUNTY OF SALT LAKE)

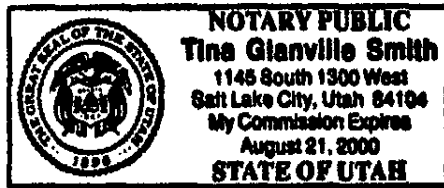
I, Tina Glanville Smith, a notary public in and for said county and state, certify that on the 12 day of Oct, 1998, personally appeared before me Cary D. Jones and Julie A. Webb, who being by me duly sworn did say, each for himself, that he, the said Cary D. Jones is the Sr. Vice President, and he, the said Julie A. Webb, is the Assistant Secretary of AMERICAN STORES PROPERTIES, INC., a Delaware corporation, and that the within and foregoing Agreement was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Sr. Vice Pres. and Assist. Sec. each duly acknowledged to me that said corporation executed the same as its free act and deed and that the seal affixed is the seal of said corporation.

Witness my hand and official seal as of the date above written.


NOTARY PUBLIC

Residing at _____

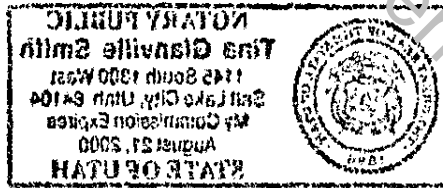
My Commission Expires:



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Property of Cook County Clerk's Office



10/10/09

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Exhibit "B"

Legal Description of the Shopping Center.

PARCEL 1

LOT 1 IN ASPI'S PLAT OF CONSOLIDATION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON Nov 3, 1998 AS DOCUMENT NO. 98991839 IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOT 1 IN CENTRAL SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON Nov 3, 1998 AS DOCUMENT NO. 98991839 IN COOK COUNTY, ILLINOIS.

PARCEL 3

LOT 2 IN CENTRAL SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON Nov 3, 1998 AS DOCUMENT NO. 98991839 IN COOK COUNTY, ILLINOIS.

P.I.N. 15-12-220-036-0000; 15-12-219-021-0000, 15-12-219-032-0000, 15-12-219-033-0000, 15-12-219-024-0000, 15-12-219-034-0000, 15-12-219-035-0000, 15-12-219-023-0000; 15-12-219-009-0000; 15-12-219-010-0000; 15-12-219-011-0000; 15-12-219-012-0000; 15-12-219-013-0000; 15-12-220-001-0000; 15-12-220-017-0000; 15-12-220-030-0000

Common Address: 7560, 7556, 7554, 7550, 7548 and 7500 West Central Street and 7525 W. Lake Street, River Forest, Illinois

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