Plan Commission / Zoning Board of Appeals Meeting  
January 6, 2020 at 7:00 p.m.

**Issue 6**

Continued Public Hearing for the Consideration of Testimony with Respect to Proposed Text Amendments to the Bannockburn Zoning Code relating to the R Retail District (Article IV, Part 1), Planned Developments (Article 11), and Definitions (Article 12).
ISSUE #6: FOR THE PLAN COMMISSION / ZONING BOARD OF APPEALS
COMMISSION MEETING ON MONDAY, JANUARY 6, 2020, AT 7:00 P.M.

ISSUE
Continued Public Hearing for the Consideration of Testimony with Respect to Proposed Text
Amendments to the Bannockburn Zoning Code relating to the R Retail District (Article IV, Part
1), Planned Developments (Article 11), and Definitions (Article 12).

REVIEW:
During the last couple of years, the Village has received inquiries from the owner of the
Bannockburn Green Retail Center (“BGRC”) to permit the subdivision of the existing BGRC
development in a manner that could enhance the attractiveness of the R-Retail Property without
changing the fundamental development of such property. An aerial of the existing BGRC
development is depicted in Exhibit A.

On November 19, 2019, T Bannockburn II, LLC (the “Applicant”), the owner of BGRC,
submitted a zoning application for consideration by the Plan Commission & Zoning Board of
Appeals (“PCZBA”) of (i) a Planned Unit Development at BGRC and (ii) an amendment to the
Village of Bannockburn Zoning Code to authorize planned unit developments in the R Retail
District. **There will not be a change to the operation, zoning, management or use of the
property.** The owner of BGRC would like to be able to sell off smaller buildings within the
development, such as the PNC Bank and McDonald’s, as separate parcels subject to a
Declaration of Covenants pertaining to the maintenance of the properties within BGRC. Please
refer to Exhibit D for a draft of the Declaration of Covenants.

Please refer to Exhibit B for Applicant’s proposed Final Plat of Planned Unit Development and
Exhibit C for Applicant’s proposed Final Plat of Subdivision.

ZONING RELIEF REQUESTED
To allow planned unit developments within the R-Retail District, an amendment is required to
Section 260-406, entitled “Special Uses,” of Part 1, entitled “Retail District,” of Article IV, entitled “Retail Districts,” of the Village of Bannockburn Zoning Code by adding the following
new Subsection D entitled “Planned Unit Developments:”

“§ 260-406 Special uses.

The uses listed in the following table may be permitted in the Retail District,
subject to the issuance of a special use permit as provided in § 260-1162 of this
code. See § 260-1151 of this code regarding use interpretations.

*   *   *

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D. Planned Developments, but only in accordance with Section 260-1163 of this code; provided further that:

(1) A planned development may only be requested for a unified development site as defined in Section 260-1226;

(2) Except as may be set forth in the special use permit granting planned development approval, development regulations shall be applicable to the unified development site rather than individual lots within the unified development site; and

(3) Appropriate covenants shall be recorded against the unified development site to ensure that the unified development site remains in compliance with applicable requirements, notwithstanding any subdivision or conveyance of lots within the unified development site.”

Additionally, an amendment is required to Section 260-1226, entitled “Definitions,” of Part 2, entitled “Interpretation,” of Article XII, entitled “Applicability and Interpretation,” of the Zoning Code to add a new definition of the term “Unified Development Site” as follows:

“Unified Development Site”

One or more contiguous parcels in the R District that are (i) not separated by any streets or other right-of-way, (ii) under ownership by a single person at the time of approval of a planned development (although this requirement shall not be applicable after approval of a planned development for such unified development site), (iii) at least four (4) acres in area, and (iv) fronting both Illinois Route 22 and Illinois Route 43.”

The proposed text amendments would authorize approval of a planned development as a special use in the R Retail District, but only on a property that meets the definition of a “unified development site.” Within an approved planned development, development regulations (e.g. lot size, lot coverage, bulk standards, setbacks, parking standards, etc.) would apply to the entire unified development site, rather than to each individual lot.
EXHIBITS
Please note the following exhibits:

- Exhibit A: Aerials of the property;
- Exhibit B: Final Plat of Planned Unit Development
- Exhibit C: Final Plat of Subdivision
- Exhibit D: Declaration of Covenants
- Exhibit E: Notices: Notices sent to Applicant’s neighbors and Published Notice;
- Exhibit F: Applicant’s complete application materials.

PLAN COMMISSION / ZONING BOARD OF APPEALS DECISION
Whether or not the PCZBA should recommend a Proposed Text Amendments to the Bannockburn Zoning Code relating to the R Retail District (Article IV, Part 1), Planned Developments (Article 11), and Definitions (Article 12).
Exhibit B
Final Plat of Planned Unit Development
Exhibit C
Final Plat of Subdivision
Exhibit D
Declaration of Covenants
# DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS

RE: BANNOCKBURN GREEN

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DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS
BANNOCKBURN GREEN

This DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS is made as of ________________, 2019 by T Bannockburn Green IL LLC, a Texas limited liability company authorized to do business in Illinois ("Declarant").

RECITALS

A. Capitalized terms used herein are defined in Article One.

B. Declarant is the owner in fee simple of those certain parcels of real property legally described on Exhibit A attached hereto (collectively, the “Property”) and depicted on the “Site Plan” attached as Exhibit B hereto, as those Exhibits may be amended from time to time. All of the Property is intended to be used for commercial purposes.

C. The Property is located in and currently operated as the Bannockburn Green Shopping Center (the “Center”), Village of Bannockburn, Lake County, Illinois and is improved with buildings and related improvements, private roads, parking areas, detention/retention areas and landscaped areas.

D. By one or more plats of subdivision, the Property has been subdivided into Lots as depicted on the Site Plan.

E. Declarant intends that the Property and the component Parcels (defined below), regardless of ownership, continue to be developed and operated in conjunction with each other as integral parts of an office and retail development, to effectuate the common use and operation thereof.

F. Declarant desires to impose certain easements upon the Property, and to establish certain covenants, conditions and restrictions on the Property for the mutual and reciprocal benefit of all portions of the Property and the present and future owners and occupants thereof, on the terms and conditions set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing and of the covenants contained in this Declaration, Declarant, as record title holder of the Property, hereby declares that the Property and all present and future owners and occupants of the Property shall be and hereby are subject to the terms, provisions, covenants, easements, restrictions and conditions set forth in this Declaration, so that the Property and all portions thereof shall be maintained, kept, sold and used in full compliance with and subject to this Declaration as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 BUILDING: Any existing building and any building that is constructed on a Lot in accordance with this Declaration and intended for commercial or office use. A Building
includes, without limitation, attached canopies, eaves and roof overhangs (including columns or posts supporting the same), foundations, utility cabinets and meters and exterior wall signs and doors for ingress and egress.

1.02 CENTER: The Property, as improved with the Buildings and other Improvements described in or contemplated by this Declaration.

1.03 CENTER OWNER: Declarant, its successors or assigns, or at such times that Declarant has no ownership interest in any portion of the Center, the Owner owning “Lot 1” shown on the Site Plan.

1.04 COMMON AREA: All those areas on the Property (other than Service Facilities, if any, that are limited to the exclusive use of any Occupant or Owner) that are not or will not be improved by Buildings or appurtenant Improvements but may be improved with Common Area Improvements. Canopies which extend over the Common Area together with any columns or posts supporting the same, will be deemed to be a part of the Building to which they are attached and not a part of the Common Area.

1.05 COMMON AREA CHARGES: The costs incurred by Declarant or Center Owner in maintaining, repairing and replacing the Common Area and Common Area Improvements, including but not limited to maintenance, Taxes and insurance costs for the Common Area. Each Owner shall pay its Pro Rata Share of the Common Area Charges (including its Pro Rata Share of Taxes attributable to the Common Area and Common Area Improvements, if any) as provided in this Declaration.

1.06 COMMON AREA IMPROVEMENTS: Directional and other free-standing signs (including pylon or monument signs) permitted hereunder, paving, Parking Areas and related improvements, curbs, lighting standards, public seating areas, landscaped areas in the Common Area, perimeter walls and fences, common utility pads and equipment serving the Common Area, Common Utility Lines, Roadways, sidewalks, and walkways in the Common Area, and the Detention System.

1.07 COUNTY: Lake County, Illinois.

1.08 DECLARANT: T Bannockburn Green IL LLC, a Texas limited liability company authorized to do business in Illinois, and its successors and assigns.

1.09 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.10 DEFAULT RATE: Five percent (5.0%) in excess of the annual prime rate announced from time to time by JPMorgan Chase (or its successor), Chicago, Illinois.

1.11 DETENTION SYSTEM: The underground detention vault and related stormwater, sewer and other connections for the collection and detention of storm water from the Parcels, in the location depicted on the Site Plan.
1.12 **EMERGENCY SITUATION:** A situation impairing or imminently likely to impair structural support of a building located on the Property or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Property or any property in, on, under, within, upon or about the Property. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

1.13 **ENVIRONMENTAL LAWS:** The Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and any other similar federal, state or local law, rule or regulation respecting Hazardous Materials, together with all rules and regulations promulgated thereunder and all present or future amendments thereto.

1.14 **HAZARDOUS MATERIALS:** Underground storage tanks, petroleum and petroleum products, asbestos, lead based paint, PCB’s, urea formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws.

1.15 **IMPROVEMENTS:** Any Building and related improvements other than Common Area Improvements located on the Property.

1.16 **LEGAL REQUIREMENTS:** All laws, ordinances, rules and regulations of any governmental authority with jurisdiction over the Property in effect from time to time.

1.17 **LIENHOLDER:** Any mortgagee under a mortgage, or a trustee or beneficiary under a deed of trust or trust deed, or an Owner (including the Shopping Center Owner) who holds a lien on another Owner’s Parcel pursuant to this Declaration, in any such case constituting a lien on such Parcel. A Lienholder will not be deemed to be an Owner for purposes of this Declaration until such time as said Lienholder acquires fee simple title to its Parcel(s) by foreclosure or otherwise.

1.18 **LOT:** A subdivided lot, individually or collectively as the context requires, which is designated on the Exhibit B Site Plan as a “Lot”, and legally described on Exhibit A, as Exhibits A and B may be amended from time to time. As of the Effective Date of this Declaration, per Exhibit B, the Property includes Lots 1 through 6 that are owned by Declarant. Lot 2 is currently leased to Walgreens, Lot 3 is currently leased to McDonald’s, Lot 4 is currently leased to PNC Bank, Lot 5 is currently leased to Panera Bread and Lot 6 is currently leased to Mattress Firm, Newport Coffee and Bentley’s Pets, respectively.

1.19 **MINIMUM MAINTENANCE STANDARDS:** The minimum standards for maintenance of the Common Area which are set forth in Exhibit D attached hereto, as Exhibit D may be amended from time to time by Center Owner, provided that any such amendment is uniformly applied to all Parcel Owners.

1.20 **MONUMENT SIGNS:** Those monument signs depicted on Exhibit B from time to time.

1.21 **MUNICIPALITY:** The Village of Bannockburn, Illinois, or any successor thereto.
1.22 **OPERATOR:** A person or entity who owns or conducts a business on all or any portion of a Parcel, whether an Owner or a party with the right of possession or use pursuant to a lease, license or other agreement with an Owner.

1.23 Reserved.

1.24 **OWNER:** The record holder of fee simple title to a Parcel (including its successors and assigns). If there are more than one owners of a Parcel, then the condominium association or non-condominium entity, if any, which administers a Parcel shall be the Owner hereunder with respect to such Parcel, or the Owners of a Parcel shall designate one Owner to administer the Parcel for purposes of the Declaration.

1.25 **PARCEL:** Each of the subdivided Lots, together with any Improvements located thereon.

1.26 **PARKING AREAS:** Those parking areas located in the Common Area (as depicted on the Site Plan) that are limited to and intended for the use by the Permitted Users.

1.27 **PERMITTED USERS:** The Owner or Operator of any Parcel and their respective tenants, licensees, employees, guests, invitees, contractors, agents, successors and assigns.

1.28 **PERSON:** Any individual, partnership, firm, association, limited liability company, corporation, trust, governmental agency, administrative tribunal or any other form of business or legal entity.

1.29 **PROPERTY:** The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto, as Exhibit A may be amended from time to time.

1.30 **PRO RATA SHARE:** With respect to any Parcel, shall mean a fraction the numerator is the number of square feet of the Building(s) located on such Parcel, divided by the total number of square feet of the Buildings located on the entire Property, or portion thereof that is subject to the specific charge for which the Pro Rata Share is being calculated. For example, the current tenant on Lot 3, McDonald’s, is required to self-maintain the entire Lot 3 at its sole cost and expense, including the Common Area Improvements located on Lot 3, so only certain Common Area Charges applicable to the entire Property will be allocated to Lot 3, such as its Pro Rata Share of Common Area Charges for signs, Common Utility Lines, Roadways, Common Area Taxes and the Detention System.

1.31 **RESTRICTIONS:** The covenants, restrictions and encumbrances contained in this Declaration, including any exclusive rights and prohibited uses benefitting an Operator or a Parcel.

1.32 **ROADWAYS:** All means of ingress and egress to the Center and all internal circulation roadways providing access to and from the Property and each Parcel, as depicted on the Site Plan.

1.33 **SERVICE FACILITIES:** Including, but not limited to, loading docks, trash compactors and enclosures, storage areas, exterior coolers, electrical and refrigeration facilities,
telecommunication devices (i.e. cables, dishes and antennae) and other similar service facilities servicing any Building or Buildings on one or more Parcels. The costs to maintain Service Facilities shall be shared only by those Owners that use or benefit from such Service Facilities.

1.34 SITE PLAN: The site plan attached hereto as Exhibit B, as Exhibit B may be amended or supplemented from time to time, which identifies and delineates those portions of the Property which are Lots as well as the Improvements thereon.

1.35 TAXES: All taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to the Property or any portion thereof, including but not limited to any tax parcels that are Lots. A Pro Rata Share of Taxes is the allocation of Taxes attributable to the Building and related Improvements on a Lot. A Pro Rata Share of Common Area Taxes is the allocation of the Taxes attributable to the Common Area and Common Area Improvements of the Property or portion thereof and is included in Common Area Charges. Each Parcel Owner shall pay its Pro Rata Share of Taxes and Pro Rata Share of Common Area Taxes. If a Parcel is on a separate tax parcel and pays Taxes directly, the Parcel Owner will reasonably cooperate with Center Owner in confirming the amount of Taxes due and payable for such Parcel from time to time.

1.36 UTILITY LINES: “Utility Lines”: Those facilities and systems for transmission of utility services or water storage or drainage. “Common Utility Lines” means the Utility Lines that are installed to provide the applicable service to more than one Parcel, the Detention System and other storm water drainage and storage systems or structures; fire protection, irrigation and domestic water mains; lift stations; sewer lines and systems; fire and landscape water sprinkler systems; telephone lines; electrical conduits or systems; cable and internet lines, and other public or private utilities or underground systems facilitating communications; gas mains and other public or private utilities. “Separate Utility Lines” means those Utility Lines that (i) are installed to provide the applicable service only to one (1) Parcel but not all Parcels, and/or (ii) extend between a Common Utility Line and a single Building.

ARTICLE TWO
Scope of Declaration

2.01 REAL ESTATE SUBJECT TO DECLARATION: The Declarant, as the owner of fee simple title to the Property, expressly intends to, and, by recording this Declaration, does hereby, subject the Property to the provisions of the Declaration. The Declarant shall have the right from time to time to add or subtract real estate to the Property and change boundary lines to characterize or re-characterize portions of the Property as part of a Lot or create additional Lots.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Property, and their respective heirs, successors, personal representatives or assigns regardless of whether the deed or other instrument which creates or conveys the interest or estate makes reference to this Declaration.
ARTICLE THREE
Easements

3.01 INGRESS AND EGRESS; PARKING:

(a) Declarant, as grantor, hereby grants to the Owners, as grantees, for their benefit and for the benefit of their Permitted Users and each Parcel belonging to the Owners, a non-exclusive perpetual easement for ingress and egress by vehicular and pedestrian traffic, for Permitted Users, upon, over and across the (i) the Roadways, (ii) the Common Area, and (iii) any easement appurtenant to or benefiting the Parcels.

(b) Declarant, as grantor, hereby grants to the Owners, as grantees, for their benefit and for the benefit of their Permitted Users and each Parcel belonging to the Owners, for the Term of this Declaration, a non-exclusive perpetual easement for vehicle parking in the Parking Areas in the Common Area.

(c) Declarant and the Owners agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the Roadways which would materially and adversely interfere with another Owner’s use of the Roadways, except: (i) to the extent reasonably necessary for repair and maintenance, traffic regulation and control, and to prevent a dedication thereof, except as may expressly otherwise be provided in this Declaration; and (ii) in the event of an Emergency Situation. Except for (i) and (ii) above, in no event will any such closing take place during normal business hours of the businesses being conducted on the Property unless a reasonable alternative means of access is provided to the other Owner.

3.02 UTILITY LINES: Declarant, as grantor, hereby grants to the Owners, as grantees, for the benefit of each Parcel belonging to the Owners, a nonexclusive perpetual easement under, through and across the Roadways and the Common Area for the installation, operation, maintenance, repair and replacement of the Utility Lines. Each Owner agrees to grant such additional separate recorded easements as may be reasonably required by any public or private utility for the purpose of providing the Utility Lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

3.03 DRAINAGE TO DETENTION SYSTEM: To the extent necessary to maintain, operate, repair and replace the Detention System, Declarant, as grantor, hereby grants to the Owners of the Parcels, as grantees, for the benefit of the Parcels, a non-exclusive perpetual easement for surface and underground drainage from each Parcel, over and across the other Parcels, to the Detention System, including the right to construct, repair, replace and maintain appropriate Utility Lines.

3.04 PARTY WALLS: At any time or from time to time two Buildings on adjacent Parcels may share a common wall. Any such common wall shall constitute and be a “Party Wall” and the Owners of the adjacent Parcels (each an “Adjacent Owner”) shall have be subject to the provisions of this Section and, to the extent not inconsistent with this Declaration, the general rules of law regarding party walls. Notwithstanding the foregoing, any damage caused to a Building by the Adjacent Owner in the exercise of its rights hereunder shall be replaced, repaired and reconstructed by the Adjacent Owner at its sole cost and expense. Each Adjacent Owner shall have the right to use the Party Wall for purposes of connection thereto and roof flashings and exterior caulking and utilization of the interior wall, but not for support of the
structure constructed thereon or any replacements thereof and, provided that the rights of the other Adjacent Owner are not adversely affected. The Adjacent Owner shall have the right to keep, maintain, repair and replace therein all pipes, conduit and ducts originally located therein and all replacements thereof, at its sole cost and expense provided that the rights of the other Adjacent Owner are not adversely affected thereby.

3.05 NO INTERFERENCE: Each Owner agrees not to install any walls, fences or barriers on its Parcel or otherwise obstruct or interfere in any way with the free flow of vehicular traffic over the Parking Areas and Roadways of the portion of the Common Area located on its Parcel or as would prevent or impair the use of its Parcel for the purposes stated herein or materially and adversely interfere with the rights and benefits created under this Declaration, except (i) in the event of an Emergency Situation, so long as (to the extent possible per the Emergency Situation) in no event will any such closing take place during normal business hours of the businesses being conducted in the Center unless a reasonable alternative means of access is provided to such Parcel or (ii) the right to temporarily erect or place barriers in and around areas on its Parcel which are being constructed and/or repaired in order to insure either safety of persons or protection of property. Further, no Owner shall make any changes in grade on its Parcel or any changes which shall alter the flow of water on or across the Center without the prior written consent of all Owners adversely affected thereby. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permitted Users. Except in an Emergency Situation, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner’s own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner’s Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permitted Users. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permitted Users from all damages, losses, liens or claims attributable to the performance of such work. The easements granted herein shall not extend to an unreasonable increase in the burdens on the easement Parcel caused by any change in use of the benefited Parcel.

3.06 INDEMNIFICATION: Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property (including the indemnified Owner's Parcel) arising from the negligent acts or omissions of such Owner or its Permitted Users.

3.07 REASONABLE USE OF EASEMENTS: The easements herein above granted shall be used and enjoyed by each Owner and its Permitted Users in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permitted Users at any time conducted on its Parcel, including, without
limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

ARTICLE FOUR
Maintenance/Services

4.01 PARKING: In accordance with the limitations set forth in this Declaration, the Permitted Users are the only parties that will have the right to park in the Common Area. There will be no charge for parking in the Common Area without the prior written approval of Center Owner or unless otherwise required by law. However, at the sole option of Center Owner, charges may be imposed for the use of electric vehicle charging stations (and their technological successors) that may be placed in the Parking Areas in locations determined or approved by Center Owner from time to time.

4.02 PROHIBITED ACTIVITIES: To the full extent permitted by law, picketing and distribution of pamphlets, handbills or similar materials within the Center is prohibited. In addition, except with respect to any Permittees who have such rights under leases in effect as of the date of this Declaration, as same may be extended (“Existing Leases”), sidewalk sales (excluding the sale of food to restaurant customers who are seated outdoors) are prohibited, subject to approval by the Municipality and Center Owner’s consent, which may be withheld in its sole discretion.

4.03 EXTERIOR LIGHTING: With respect to lighting located on a Parcel not owned by Center Owner or maintained by Center Owner as part of the Common Area Improvements, Center Owner has the right to mandate the type of fixture, lighting and the hours (and days of the week) that exterior lighting must remain illuminated.

4.04 COMMON AREA MAINTENANCE:

(a) Maintenance by Center Owner. Center Owner shall maintain, insure, repair and replace the Common Area Improvements located in the Center and keep the same in good condition and repair, in compliance with applicable governmental rules and regulations and in a quality and condition comparable to the quality and condition of similar mixed-use projects in the northern suburbs of Chicago, Illinois, in accordance with all Legal Requirements. Such maintenance shall include those Minimum Maintenance Requirements listed on Exhibit D attached hereto and such other elements that are appropriate to the comprehensive care and maintenance of the Center as a unified mixed-use center, so that the Common Area on each Parcel is maintained in good quality and condition (collectively, “Common Area Maintenance”). Center Owner may hire companies affiliated with it to perform the operation, maintenance and repair of the Common Area, but only if the rates charged by such companies are competitive with those of other companies furnishing similar services in the metropolitan area in or about the Property, it being agreed that this provision shall be construed strictly against the Center Owner. Center Owner shall defend and indemnify each Owner from and against any mechanic’s, materialmen’s and/or laborer’s liens, as well as all claims, arising out of the operation, maintenance and repair of the Common Area by Center Owner, and if any Parcel shall become subject to any such lien or claim, Center Owner shall promptly cause such lien or claim to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting such bond or other security as shall be required by Legal Requirements to obtain such release and discharge, or by defending any such Owner in any action on such claim.
and obtaining a release of such Owner from such action, provided this indemnity regarding liens shall not apply to liens against a Parcel whose Owner is delinquent in payment of its Pro Rata Share of Common Area Charges, but only for the period of such delinquency. The costs incurred by Center Owner to maintain, repair, insure and replace the Common Area Improvements shall constitute a Common Area Charge, which said Common Area Charge shall be reimbursed in accordance with Article Seven.

(b) No Changes to Common Area Improvements. No Owner may undertake any changes or alterations to the Common Area Improvements located on its Parcel where such change would (i) materially impair then current access to any of the Parcels, (ii) materially impair the then current visibility of signs or storefronts of a Building located on a Parcel, (iii) result in barriers to the flow of pedestrians and traffic between the Parcels and between the Parcels and the Common Areas from the flow then existing, (iv) reduce the number of parking spaces then existing upon an Owner’s Parcel below that required by Legal Requirements or Restrictions. In addition, no Owner may install any signs that are not expressly permitted hereunder without the consent of Center Owner, not to be unreasonably withheld or delayed.

4.05 EXTERIOR MAINTENANCE:

(a) Each Owner shall maintain the exterior of the Building located on such Owner’s Parcel, in a quality and condition comparable to that of mixed-use developments of comparable size and nature located in the northern suburbs of Chicago, Illinois.

(b) All Service Facilities shall be attractively screened from view from the customer Parking Areas.

(c) Unless otherwise specifically stated herein, if Center Owner or any Owner, or any of their contractors, agents, tenants, licensees or invitees, causes damage to any Improvement, sign or Common Area Improvements, Center Owner or the Owner, as the case may be, will at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition, such damaged Improvement, sign or Common Area Improvements, subject to the terms hereof.

4.06 MAINTENANCE OF MONUMENT SIGNS: Center Owner shall maintain, repair, insure and replace any Monument Sign on the Property, including all utility costs, except that Center Owner shall not be responsible for replacing or repairing the identification panels of any other Operator in the Center who has rights to install an identification panel as provided herein. The necessity for any replacement of a Monument Sign shall be determined by Center Owner and such replacement will be performed by Center Owner. The costs incurred by Center Owner to maintain, repair, insure and replace, including all utility costs, for any Monument Sign shall constitute a Common Area Charge, which said Common Area Charge shall be reimbursed in accordance with Article Seven.

4.07 LIMITATION OF LIABILITY: The Center Owner shall have the right to perform Common Area Maintenance in its sole discretion and shall not be liable for the failure to perform any item of Common Area Maintenance unless it has been given written notice describing such item or items and an opportunity to cure the alleged failure as provided herein. In any event, the liability of the Center Owner to any Owner for damages resulting from or
relating to the performance or non-performance of any Common Area Maintenance as set forth above will be limited to the cost of performing such item (including interest at the Default Rate) it being specifically agreed and understood that except as provided in Section 5.01 below and subject to Center Owner’s duty to defend an indemnitee under any indemnification obligations contained in this Declaration, Center Owner will not be liable to any Person for incidental or consequential damages on account thereof.

4.08  **ALLOCATION OF MAINTENANCE OBLIGATIONS AND EXPENSES:** As may become necessary in the operation and any redevelopment of the Center, Center Owner may agree with the Owner(s) of Lots 3 or 4, as shown on the Site Plan, and has agreed with McDonald’s, the current ground lessee of Lot 3, that instead of Common Area Maintenance of such Lots by Center Owner, such Owner (or tenant) of the Lot may provide for the Common Area Maintenance for some or all of the Common Area Improvements located on such Lot. In such event the Center Owner may allocate the expenses of providing the Common Area Maintenance to such Lot. Center Owner may unilaterally record an amendment to the Declaration reflecting such allocation and such other conforming amendments to this Declaration as Center Owner deems advisable to implement such allocation of costs and responsibility and shall provide notice to all other Owners of such amendment. However, since Center Owner’s election for Lot 3 has already occurred, no such amendment is required for Lot 3 unless Center Owner elects to change the expense allocation for Lot 3. In any event, pursuant to Article Seven below, an Owner of Lot 3 or Lot 4 for which such an election has been made shall remain responsible for its Pro Rata Share of the costs to maintain, operate, repair, replace, insure and electrify the Common Area Improvements (other than Parking Areas) not located within the Lot, such as but not limited to signs, Common Area Taxes, the Detention System, Common Utilities and Roadways. Neither Lot 5 or Lot 6 shall be eligible to self-maintain its respective Lot, thereby remaining subject to allocation of the full Pro Rata Share attributable to its Lot.

4.09  **MAINTENANCE STANDARDS:** The Center Owner shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of the Parcels, including without limitation, improvements thereto, signs, and advertising thereon. If in the sole judgment of the Center Owner a Parcel is not being maintained in good condition and repair or the appearance of any such portion of the Property is not of the character and quality of that of other portions of the Property or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Center Owner, then without limiting any rights or remedies available to the Center Owner hereunder, at law or in equity, the Center Owner shall have the right to enter upon the Lot and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner and shall be payable to the Center Owner upon demand, subject to the provisions of Article Eight.

**ARTICLE FIVE**

**Insurance/Repair**

5.01  **LIABILITY INSURANCE:** Each Owner shall maintain Commercial General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Parcel/Lot owned by such Owner, or as a result of operations thereon, in such amounts as may be required by law and as from time to time shall be carried by prudent owners of first-class developments in the vicinity of the Property, but in all
events for limits of not less than $2,000,000 combined single limit per occurrence with a general policy aggregate of $3,000,000 for personal and bodily injury or property damage with at least an additional $5,000,000 for umbrella coverage. Center Owner shall maintain Commercial General Liability Insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Common Areas in the Property, wherever located, in such amounts as may be required by Legal Requirements and as from time to time shall be carried by prudent owners of first-class developments in the vicinity of the Property, but in all events for limits of not less than $2,000,000 combined single limit per occurrence with a general policy aggregate of $3,000,000 for personal and bodily injury or property damage with at least an additional $5,000,000 for umbrella coverage. Said policies shall be issued by an insurance company having an A.M. Best rating of at least A+, shall name the other Owners as additional insureds thereon, and shall not be terminable without at least thirty (30) days prior written notice to the additional insured parties, and shall provide for a waiver by the insurance company of subrogation.

5.02 REAL PROPERTY INSURANCE: With respect to any Improvements owned or installed by an Owner, each Owner shall maintain real property insurance (“Real Property Insurance”) insuring such Owner’s Parcel, which must include in its coverage all perils customarily designated as “All Risk” or “Special” including, but not limited to fire, extended coverage, vandalism, terrorism and malicious mischief. The policy or policies for Real Property Insurance must be written for not less than one hundred percent (100%) of the full current replacement cost of the Improvements located on such Parcel.

5.03 REPAIR OR RECONSTRUCTION: In the event any of the Improvements are damaged or destroyed by fire or other casualty, whether or not insured, the Owner upon whose Parcel such Improvements are located must immediately remove the debris resulting from such casualty and provide a sightly barrier, and within a reasonable time thereafter must either: (i) repair or restore the Improvements so damaged to a complete unit, such repair and/or restoration to be performed in accordance with all provisions of this Declaration, including Legal Requirements and Restrictions, or (ii) erect other Improvements in the location of the destroyed Improvements, such construction to be performed in accordance with all of the provisions of this Declaration, including Legal Requirements and Restrictions. Such Owner will have the option to choose which of the foregoing alternatives it will perform, but such Owner will be obligated to perform one of such alternatives. As to any casualty affecting the Improvements on a Lot, the Lot Owner may also elect to demolish the damaged portion of the Improvements and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area will be part of the Common Area until a replacement Improvement is erected. Any Owner suffering a casualty loss shall notify Center Owner and the other Owners within ninety (90) days of the date of such casualty which alternative it has elected to perform, and thereafter promptly commence and diligently complete the necessary work.

5.04 INSURANCE DURING CONSTRUCTION: Prior to commencing any construction activities within the Property, each Owner will obtain Builder’s Risk insurance and either obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverage as set forth below, which will be issued by an insurance company licensed to do business in the State of Illinois:

(i) Worker's compensation as required by law and employer's liability insurance;
(ii) Comprehensive commercial general liability insurance covering all operations by or on behalf of the contractor, which will include the following minimum limits of coverage in minimum amounts of $2,000,000 for each occurrence of bodily injury or property damage: Premises and Operations; Products and Completed Operations; Contractual Liability, insuring the indemnity obligations assumed by the contractor under the contract documents; Broad Form Property Damage (including Completed Operations); Explosion, Collapse and Underground Hazards; and Personal Injury Liability.

(iii) Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles with limits of liability which will be not less than $1,000,000 combined single limit each accident for bodily injury and property damage combined.

If the construction activity involves the use of another Owner's Parcel, then the Owner of such Parcel must be an additional insured and such insurance will provide that the same will not be canceled, or reduced in amount or coverage below the requirements of this Declaration, without at least thirty (30) days prior written notice to the named insured and each additional insured. If such insurance is canceled or expires, then the constructing Owner must immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance is obtained.

ARTICLE SIX

Construction on Property

6.01 CONSTRUCTION ON PROPERTY: Each Owner shall have the right, at its expense, to make such alterations, additions or improvements to the Improvements on its Parcel in conformance with Legal Requirements and this Declaration, including all Restrictions. Once construction of Improvements on the Parcel has commenced, the Owner of such Parcel will diligently prosecute such construction to completion. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvements, sign or Common Area Improvements located in the Center must be completed on a timely basis and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Center (or any part thereof), (ii) customer vehicular parking on or adjacent to any Parcel (iii) the receiving of merchandise by any business in the Center, (iv) access to Service Facilities, (v) visibility of any existing signs or storefronts of any existing tenants, or (vi) utilities to any existing tenants. Staging for the construction, replacement, alteration or expansion of any Improvements, sign or Common Area Improvement outside of the Parcel on which such work is to take place, or on any portion of the Center that has been improved with Common Area Improvements, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, will be subject to the prior written approval of Center Owner, which will not be unreasonably withheld, delayed or conditioned. Unless otherwise specifically stated herein, the applicable Owner will, at its sole cost and expense, cause to be removed any debris caused by said construction activities on a daily and continuous basis, construct appropriate walls or fencing for security, construct temporary wayfinding signs to aid in directing traffic around any such construction, and promptly repair and restore or cause to be promptly repaired and restored to its prior condition,
all Improvements, signs, and Common Area Improvements damaged or destroyed in the performance of such work.

6.02 APPROVAL PROCEDURES: Before any action requiring the Center Owner’s approval is commenced, including without limitation the construction of Improvements and the installation of signs, sufficient information will be sent to the Center Owner to enable the Center Owner to make a reasonable decision as to the proposal. The information required by Center Owner prior to the initial construction of the Buildings on each Owner's Parcel will be limited to elevations and engineering in reasonable and customary detail, and samples of exterior building materials, and the Center Owner shall have no responsibility regarding the sufficiency of such information. The Center Owner may not unreasonably withhold, condition, or delay its approval to the proposal unless otherwise specified in this Declaration or any Restrictions, provided that Center Owner may prescribe areas for staging of construction materials, if not to be located on the Parcel, and to regulate the flow of traffic and delivery of materials to a Parcel. The Center Owner must approve or disapprove the proposal within thirty (30) days after such information has been received by the Center Owner (“Review Period”). Center Owner will approve such elevations, engineering and building materials to the extent they are in substantial compliance with elevations, engineering and building materials previously approved in writing by either Center Owner or the City. If the Center Owner disapproves the proposal, it will provide a written explanation in reasonable detail of its reasons for disapproval. If the Center Owner rejects or disapproves the proposal and fails to provide such explanation within the Review Period, the Center Owner will be deemed to have approved the same, provided that such deemed approval shall only be effective if the requirements of Section 10.07 below are followed. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted within ten (10) business days of the Center Owner’s disapproval, which alternate proposal will be handled in the same manner as the initial proposal except that the Center Owner will approve or disapprove the alternate proposal within fifteen (15) business days after such alternate proposal has been received by the Center Owner, but any deemed approval shall be conditioned upon the same conditions as are set forth above regarding the initial request for approval.

6.03 NOT A PUBLIC DEDICATION: Nothing herein contained will be deemed to be a gift or dedication of any portion of the Center to the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration will be strictly limited to and for the purposes herein expressed.

6.04 SIGNS: Subject to the prior written approval of the Municipality as to size and design, (i) each Owner will have the right to place, erect, maintain and replace on its Parcel (i) signs on the exterior of such Owner’s building(s) or extending therefrom and (ii) Center Owner will have the right to place, erect, maintain and replace on a Parcel, customary directional signage as a Common Area Improvement. Notwithstanding the foregoing, all signs installed and maintained on an Owner’s Parcel will conform to all applicable governmental regulations, the Legal Requirements, all Restrictions and to any sign criteria that have been developed and distributed to the Owners from time to time by the Center Owner. All exterior building signs on the Parcels are restricted to identification of the businesses or services located or provided therein. No exterior building sign may be painted on an exterior building surface. Except as expressly provided in this Section 6.04, no other signs may be installed by an Owner on a Parcel without the prior written consent of the Center Owner, which consent may be granted or withheld in Center Owner’s sole discretion.
6.05 MECHANIC’S LIENS: Each Owner shall defend, indemnify and hold harmless the other Owners from and against any and all mechanic’s or materialmen’s liens filed against such other Owner’s Parcel as a result of the indemnifying Owner’s (or its agents, representatives or tenants) activities and shall cause any such mechanic’s or materialmen’s liens to be promptly bonded over.

6.06 HAZARDOUS MATERIALS: No Owner or Operator will use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all Environmental Laws.

ARTICLE SEVEN
Budget and Allocations

7.01 BUDGETS, ASSESSMENTS AND OTHER FINANCIAL POWERS: The Center Owner shall have the right and power to set budgets and assessments of each Owner’s Pro Rata Share of Common Area Charges and Pro Rata Share of Taxes and other items payable under this Declaration, collect assessments, maintain accounts, pay expenses, record liens against Parcels for non-payment of assessments or other amounts due and owing by a Parcel Owner and otherwise exercise all rights and powers of the Center Owner as set forth in the Declaration.

7.02 DETERMINATION OF PRO RATA SHARE: In addition to Common Area Charges attributable to the entire Center, such as the Detention System, directional signage and Roadways, an Owner’s Pro Rata Share of Common Area Charges shall include charges for shared Service Facilities or other Common Area Maintenance charges that are allocated among the Owners of Parcels constituting only a portion of the Property (each, a “CAM Pool”). For example, if the Owners of some or all of the Lots form a CAM Pool, the Pro Rata Share of Common Area Charges with respect to the Common Area on the Lots shall be calculated with the numerator being the number of square feet of any Building on each Lot and the denominator being the total square feet of the Buildings in all of the Lots that are part of such CAM Pool. Notwithstanding the foregoing, to the extent the Owner of Lot 3 or Lot 4 self-maintains its Lot pursuant to Section 4.08 above, the Lot will be subject only to its Pro Rata Share of such charges as are applicable to the Lot. Similarly, to the extent Lots become separate tax parcels, the Pro Rata Share of Taxes may be assessed on a per-Parcel basis or other appropriate calculation based on those Parcels located within a tax parcel on a portion of the Property. The Pro Rata Share of Common Area Taxes will continue to be allocated to each Parcel whether or not such Parcel is separately assessed for Taxes.

7.02 BILLING: Center Owner may bill for and collect each Owner’s Pro Rata Share of Taxes, Common Area Charges, and other items payable under this Declaration on an estimated basis monthly in advance. Center Owner shall give each Owner a written estimate of such Owner’s Pro Rata Share of each such item for the ensuing calendar year (or, at Center Owner's option, with regard to Taxes, for the ensuing fiscal tax year), subject to adjustment. Each Owner shall pay such estimated amount to Center Owner in equal monthly installments. Within one hundred eighty (180) days after the end of such calendar year (or, at Center Owner's option, with regard to Taxes, for the ensuing fiscal tax year), Center Owner shall furnish to each Owner a statement showing in reasonable detail such Owner’s actual Pro Rata Share of the costs incurred
for each such item. In the event any applicable tax bill is not available at the time Center Owner bills the Owners for their Pro Rata Share of Taxes or Common Area Taxes, Center Owner may estimate the amount of such Taxes. If an Owner overpaid its Pro Rata Share, Center Owner shall provide a credit against the next payment(s) of its Pro Rata Share next coming due. If an Owner has underpaid its Pro Rata Share, said Owner will pay such deficiency to Center Owner within thirty (30) days following the date of Center Owner’s statement. No delay in providing statements to an Owner shall be deemed a waiver of amounts due to Center Owner. Charges for such items of an Owner’s Pro Rata Share shall be prorated on a daily basis for any partial calendar year (or, at Center Owner’s option, with regard to Taxes, for the ensuing fiscal tax year) during such year. A copy of a tax bill or statement or assessment notice submitted by Center Owner to the Owners shall at all times be sufficient evidence of the amount of Taxes assessed or levied against the Common Area of the Parcel to which such bill relates.

7.03 BOOKS AND RECORDS: Each Owner shall have the right during normal business hours to audit Center Owner’s books and records maintained in conjunction with Common Area Costs and/or Taxes within ninety (90) days after receipt of the Annual Statement. An Owner’s failure to object to any statement, invoice or billing by Center Owner, including the Annual Statement, within one hundred twenty (120) days after receipt thereof shall constitute such Owner’s acquiescence with, and waiver of any objection to, such statement, invoice or billing and shall conclusively establish such statement, invoice or billing as being in accordance with this Declaration. The Owners’ obligations under this Article shall survive the expiration of the Term.

7.04 SUCCESSOR TO THE DECLARANT OR CENTER OWNER: If and when the Declarant is no longer an Owner, the Center Owner will succeed to Declarant’s rights and obligations under this Declaration. Upon succession, all funds and accounts being held by Declarant or its successor pursuant to this Article Seven shall be transferred to the successor or subsequent successor together with any records relating thereto in the possession or control of Declarant or its successor.

ARTICLE EIGHT
Default and Remedies

8.01 DEFAULT: A Person will be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner specifying the particulars in which such Person has failed to perform the obligations of this Declaration unless such Person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such Person will not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Person is using good faith and its continuous and diligent efforts to rectify the particulars specified in the notice of default. Any amount payable hereunder that is not paid when due will bear interest from and after the due date at the Default Rate until paid.

8.02 LATE CHARGES AND DEFAULT INTEREST: If any Owner fails to reimburse Center Owner for the amounts due under this Declaration within thirty (30) days after Center Owner’s written demand, such Owner will be assessed a late fee equal to 5% of the amount due,
plus interest at the Default Rate on the unpaid amount from the due date until such amount is paid in full.

8.03 **SELF-HELP:** In addition to all other remedies available at law or in equity, upon the failure of any Owner or Center Owner (each a "Defaulting Party", and each Owner or Center Owner not in default is a "Non-Defaulting Party") to cure a breach of this Declaration within thirty (30) days following written notice thereof by a Non-Defaulting Party (unless, with respect to any such breach which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently and continuously prosecutes such cure to completion), such notifying Non-Defaulting Party will have the right to perform such obligation on behalf of the Defaulting Party ("**Self-Help**") and be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof together with interest at the Default Rate ("**Self-Help Expenditures**"). Notwithstanding the foregoing, in the event of (i) an Emergency Situation, or (ii) blockage or material impairment of an easement granted hereunder, a Non-Defaulting Party may immediately cure the same and be reimbursed by the Defaulting Party upon demand for the reasonable cost thereof together with interest at the Default Rate. If a Defaulting Party fails or refuses to pay or reimburse a Non-Defaulting Party for delinquent Pro Rata Share or other payments under this Declaration or Self-Help Expenditures when due, such amount, together with reasonable attorneys' fees and costs of collection, will constitute a lien on the interest in the Parcel owned by the Defaulting Party, which lien will be prior to all other liens and encumbrances, recorded or unrecorded, except (x) taxes, special assessments and special taxes; and (y) mortgages or other security interests securing repayment of a debt on the interest of such Defaulting Party recorded prior to the date of the failure or refusal of the Defaulting Party to pay said Pro Rata Share, other payments or Self-Help Expenditures. Notwithstanding the foregoing, no Owner shall be entitled to enter into a Building on the Parcel of another Owner to exercise Self-Help.

8.04 **RIGHTS OF MORTGAGEES:** Any Person asserting a default hereunder by another Person ("**Defaulting Person**") shall give the holder of any first mortgage encumbering the Parcel owned or operated by the Defaulting Person or affected by the alleged default ("**Mortgagee**"), notice of such default in accordance with the terms hereof, provided that the party giving such notice has previously been notified in writing of the name and address of Mortgagee and Mortgagee shall have a period of thirty (30) days within which to cure or correct the default of the Defaulting Party, or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of such mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default, but in no event more than forty-five (45) days from the date of the initial notice to Mortgagee.

8.05 **BREACH WILL NOT PERMIT TERMINATION:** It is expressly agreed that no breach of this Declaration will entitle any Owner to terminate this Declaration, but such limitation will not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration will not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration will be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee’s sale or otherwise.
8.06 ESTOPPEL CERTIFICATES: Each Owner, within thirty (30) days of its receipt of a written request from the other Owner(s), shall, from time to time, provide the requesting Owner and its designee lenders and prospective purchasers, a certificate binding upon such Owner stating: (a) to such Owner’s actual knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

8.07 BANKRUPTCY: In the event of any bankruptcy affecting any Owner or occupant of any Parcel, this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not executory or able to be rejected, in whole or in part, by the bankrupt person or entity.

ARTICLE NINE

Restrictions

9.01 RESTRICTIONS: The Parcels shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition the Property shall only be developed, leased, operated and used in conformance with: (i) the restrictions set forth in Exhibit C-1 attached hereto, (ii) the exclusives set forth in Exhibit C-2 attached hereto, and (iii) the protected areas set forth in Exhibit C-3 attached hereto and (iv) the prohibited uses set forth in Exhibit C-4 attached hereto. The Restrictions (defined below), shall remain in effect for so long as the leases listed therein that impose such Restrictions remain in full force and effect, as same may be extended or assigned after the date hereof. For purposes of this Article Nine, any use of the term “Landlord” in said Exhibits C-1, C-2, C-3 or C-4 shall be construed to refer to the Owner of the applicable Parcel, such that any Restriction stated therein on Landlord shall be deemed to refer to a like Restriction on said Owner. Notwithstanding anything herein to the contrary, (a) this Declaration shall not supersede, modify, amend, expand or restrict the terms and conditions of any lease between a given Owner and the tenant of such Owner; (b) the respective restrictions, covenants, protected areas, prohibited uses and/or exclusives (collectively referred to as the “Restrictions”) contained in a particular lease listed in Exhibits C-1, C-2, C-3 or C-4 may only be enforced by (i) the tenant under such lease, and the Owner of the Parcel (or portion thereof) leased to any such tenant with regards to the Restrictions that benefit the tenant in question, and (ii) the Owner of a Parcel, or portion thereof, with regards to such Restrictions that burden the tenant in question, and (iii) any lender which is the holder of a first priority security interest in a Parcel, or portion thereof, may, only upon foreclosing its lien on said Owner’s Parcel and thereby becoming the Owner thereof, enforce the Restrictions to the same extent as the Owner of the Parcel(s) subject to such lender’s first priority security interest; and (c) the Restrictions contained in Exhibit C-1, C-2, C-3 or C-4 shall in no event be more restrictive than as set forth in the lease giving rise to such Restrictions as of the date made. Center Owner may unilaterally, without joinder of any other Owner, amend Exhibits C-1, C-2, C-3 or C-4, as applicable, to add other additional uses as prohibited uses and/or exclusive uses, as well as additional restrictions and protected areas, provided that any such amendment shall not apply to or restrict any Operator under any then existing lease or occupancy agreement at the Center, as same may be amended
and/or assigned (except that no Operator shall have the right to engage in any such new exclusive use where such Operator did not previously have that right).

9.02 **TERMINATION OF RESTRICTIONS:** In the event a lease identified in Exhibit C-1, C-2, C-3 or C-4 as giving rise to Restrictions is of no further force and effect, then all Restrictions contained in such lease for the benefit of such tenant shall similarly cease without further act or deed of any Owner. Notwithstanding the foregoing, any Owner who is a landlord of a tenant identified in Exhibits C-1, C-2, C-3 or C-4 shall use commercially reasonable efforts to file of record, within thirty (30) days of cessation, a notice stating the expiration or termination of a lease identified or referenced in Exhibits C-1, C-2, C-3 or C-4. Moreover, any Owner shall respond within seven (7) days to the written request of any other Owner or Center Owner as to whether or not any of the leases for space in such recipient Owner’s Parcel has expired or is otherwise terminated, and the requesting Owner or Center Owner as the case may be, may rely upon such response. Further the Center Owner shall be entitled to amend this Declaration without the joinder or consent of any other Owner to reflect the deletion of any Restrictions contained in any lease upon its expiration or termination.

9.03 **COOPERATION OF OWNER:** Upon written request, each Owner of a Parcel so requested shall provide to a requesting Owner or Center Owner, as applicable, within thirty (30) days of any request therefor, additional information and documentation relating to any lease giving rise to any Restriction or other matter addressed to the extent reasonably necessary to enforce or interpret such Restriction or other matters (including, but not limited to providing total rentable square footage and leased square footage of a Parcel and/or any leased or vacant portion thereon to satisfy co-tenancy requirements under any lease on the Property).

**ARTICLE TEN**

**Miscellaneous**

10.01 **SEVERABILITY:** Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

10.02 **NOTICES:** Any notice required to be sent under the provisions of this Declaration shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by national overnight courier company, or by personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change, from time to time, their respective address for notice hereunder by notice to the other Owners. The notice addresses of Declarant are as follows:

T Bannockburn Green IL LLC  
16600 Dallas Parkway, Suite 300  
Dallas, TX 75248  
Attn: Legal Department

With a copy to:
10.03 **CAPTIONS/CONFLICTS:** The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

10.04 **TERM:** Except as provided herein, the term of this Declaration will be for a period of forty (40) years (“Primary Period”) from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration will automatically renew for successive periods of ten (10) years each (each such period being referred to as an “Extension Period”) unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Center Owner delivers to the other Owners in the Center written notice of termination, in which event, the Declaration will automatically expire at the end of the Primary Period or Extension Period then in effect.

10.05 **AMENDMENT:** Without joinder of any other Owner, Center Owner reserves the right to record (i) a special amendment to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration or any Exhibit hereto, or any supplement or amendment thereto, or (ii) an amendment in accordance with the provisions of Article Nine. Any other amendment or modification or termination, in whole or in part, to this Declaration must be done only by written instrument duly executed and acknowledged by Center Owner and such Owner or Owners as may be materially and adversely affected by such modification, amendment or termination. Notwithstanding the foregoing, no termination of any perpetual easement granted by this Declaration shall be effective unless such termination is stated in a recorded instrument executed by all Owners. All such modifications, amendments or terminations must be recorded in the Office of the Recorder of Deed of Lake County, Illinois. No amendment shall become effective until recorded.

10.06 **TITLE HOLDING LAND TRUST:** In the event title to any portion of the Property is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of such portion remains vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such portion of the Property. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon any such portion of the Property and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such portion of the Property.

10.07 **CONSENTS:** Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be
unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon, and (d) since the time period required for delivery of any disapproval shall be thirty (30) days, the top of such notice shall contain, in boldface and all capital letters in fourteen point font, the phrase: **IF NOTICE OF DISAPPROVAL IS NOT RECEIVED WITHIN THIRTY DAYS OF DELIVERY OF THIS REQUEST FOR CONSENT, SUCH APPROVAL IS DEEMED TO BE GIVEN.** In no event shall any Owner be required to provide consent or approval for a matter which is prohibited by the recorded Restrictions relating to the Parcels.

10.08 **NO WAIVER:** No waiver of any default of any obligation by any Owner hereto shall be implied from any omission by any other Owner to take any action with respect to such default.

10.09 **NO AGENCY:** Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owners.

10.10 **COVENANTS TO RUN WITH LAND:** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Owners and their successors, assigns, heirs, and personal representatives.

10.11 **GRANTEE’S ACCEPTANCE:** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the Owners, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.12 **TIME OF ESSENCE:** Time is of the essence of this Declaration.

10.13 **ENTIRE DECLARATION:** This Declaration contains the complete declaration of the Declarant with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.14 **GOVERNING LAW:** The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Declaration.

10.15 **NO THIRD PARTY BENEFICIARIES:** This Declaration inures to the benefit of and binds the parties hereto and their successors and assigns only; and shall neither bind nor benefit any third parties even if mentioned herein, whether as a third party beneficiary or otherwise.
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed.

Dated: ______________________, 20__

T Bannockburn Green IL LLC, a Texas limited liability company

By: ______________________________
Name: ____________________________
Title: ______________________________

STATE OF _______) )
 ) SS.
COUNTY OF _______) )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _______________________, as the ___________________ of ________________, personally known to be the same person whose name is subscribed to the foregoing instrument, and as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said ________________, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of __________________, 20__.

________________________________________
Notary Public
LIENHOLDER CONSENT AND SUBORDINATION

In consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ________________ (“Lender”), as the holder of the [Promissory Note and first lien Mortgage] on the Property (or portions thereof covered by this Declaration), hereby consents to, approves of and agrees to be bound by, and subordinates the lien of its Mortgage to, all of the provisions of the attached Declaration.

IN WITNESS WHEREOF, the undersigned Lender has executed this Lienholder Consent and Subordination as of ____________, 2019.

LENDER:

__________________________________________________________

By: ______________________________________________________
Name: _________________________________________________
Title: __________________________________________________

STATE OF _______ )
COUNTY OF _______ )

The foregoing instrument was acknowledged before me this __ day of __________, 2019, by ___________, as a __________ of ____________________________, on behalf of said [bank].

________________________________________
Notary Public – State of __________

My Commission Expires: ________________
EXHIBIT A TO
DECLARATION OF EASEMENTS, RESTRICTIONS AND
COVENANTS
RE: BANNOCKBURN GREEN

Legal Description of the Property

[To be inserted.]
EXHIBIT B TO
DECLARATION OF EASEMENTS, RESTRICTIONS AND
COVENANTS
BANNOCKBURN GREEN

Site Plan

[See attached]
EXHIBIT C TO
DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS
BANNOCKBURN GREEN

[Add Exhibits C-1, C-2, C-3 and C-4]

EXHIBIT D TO
DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS
BANNOCKBURN GREEN

Minimum Maintenance Standards

(i) Maintaining, repairing, resurfacing, and replacing, when necessary, all paved surfaces (including but not limited to those paved surfaces contained in the parking lots and driveways) and the Roadways in a substantially level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as will in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

(ii) Removing all snow in excess of 2” in accumulations, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition with all unnatural accumulations of snow maintained on the Parcel from which it was removed;

(iii) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(iv) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as will be reasonably required;

(v) Maintaining, repairing and replacing, when necessary, all Common Area walls, fences and barricades constructed to prevent those Persons not authorized to use the Common Area from using the Common Area for ingress and egress;

(vi) Maintaining, repairing and replacing, when necessary, all Common Utility Lines not dedicated to the public or conveyed to any public or private utility; and

(vii) Maintaining and replacing, when necessary, all landscaping and retaining walls.
Exhibit E

Notices

Notice Sent to Neighbors and Published Notices
LEGAL NOTICE
VILLAGE OF BANNOCKBURN

NOTICE OF PUBLIC HEARING FOR CONSIDERATION
OF ZONING CODE TEXT AMENDMENTS PERTAINING TO
THE R-RETAIL DISTRICT AND PLANNED DEVELOPMENTS

PUBLIC NOTICE IS HEREBY GIVEN that on Monday, November 18, 2019 at 7:00 p.m., a public hearing will be held by the Plan Commission & Zoning Board of Appeals of the Village of Bannockburn, Lake County, Illinois, at the Bannockburn Village Hall, 2275 Telegraph Road, for the purpose of hearing and considering testimony with respect to proposed text amendments to the Bannockburn Zoning Code relating to the R Retail District (Article IV, Part 1), planned developments (Article 11), and definitions (Article 12).

All persons attending the hearing shall have the opportunity to be heard regarding the requested zoning relief. Any person who also wishes to appear as an “interested party” with the right to cross-examine others at the hearing must file an appearance form with the Village of Bannockburn no later than three days prior to the public hearing. Appearance forms are available at the Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, Illinois.

The above information will be available for inspection at the Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, Illinois during regular business hours. The public hearing may be adjourned to another date by the Plan Commission & Zoning Board of Appeals without further notice other than a notice entered upon the minutes of said meeting fixing the time and place of its adjournment and reconvening.

Village Clerk
Village of Bannockburn
NOTICE OF PUBLIC HEARING FOR CONSIDERATION OF ZONING CODE TEXT AMENDMENTS, AMENDMENTS TO EXISTING SPECIAL USE PERMITS, NEW SPECIAL USE PERMITS, PLANNED DEVELOPMENT PLAN AND PLAT APPROVALS, VARIATIONS, AND/OR OTHER ZONING RELIEF PERTAINING TO A RETAIL PLANNED DEVELOPMENT
(Bannockburn Green Retail Center)

PUBLIC NOTICE IS HEREBY GIVEN that on December 9, 2019 at 6:00 p.m., a public hearing will be held by the Plan Commission and Zoning Board of Appeals of the Village of Bannockburn, Lake County, Illinois, at the Bannockburn Village Hall, 2275 Telegraph Road, for the purpose of hearing and considering testimony with respect to proposed Zoning Code text amendments, amendments to existing special use permits, granting of new special use permits, planned development plan and plat approvals, variations, and any other zoning relief necessary in connection with a retail planned development on the property described in this notice (“Property”). The proposed planned development is generally consistent with the existing use and development of the Property as a multi-tenant retail center but would provide for division of the Property into separate zoning lots within a unified development site and subject to a unified development plan. The Property is approximately 18.5 acres in size, is located in the southeast quadrant of Half Day Road (IL Route 22) and Waukegan Road (IL Route 43), and is commonly known as the Bannockburn Green Retail Center. The Property is legally described as follows:

Parcel 1:

That part of the South 1/2 of the Southwest 1/4 of Section 17, Township 43 North, Range 12, East of the Third Principal Meridian, lying North of the South 351.04 feet (as measured perpendicularly to the South line thereof), lying easterly of the easterly line of Waukegan Road, as described in deed recorded April 8, 1964 as document 1221390; lying westerly of a line drawn from a point on the South line of said Southwest 1/4, 750.00 feet (as measured along the South line of said Southwest 1/4) East of the aforesaid easterly line of Waukegan Road to the Southeast corner of property described in document 1221388, recorded April 8, 1964; lying southerly of the southerly line of Illinois State Route 22, as described in deed recorded April 8, 1964 as document 1221388; excepting from the above described premises that part thereof described as beginning at the Intersection of the existing center line of Waukegan Road and the North line of said South 1/2 of the Southwest 1/4, said existing center line being 30 feet easterly of, measured perpendicular to and parallel with the easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence East along the North line of said South 1/2 of the Southwest 1/4, a distance of 373.19 feet; thence South perpendicular to said North line of the South 1/2 of the Southwest 1/4, a distance of 215.00 feet; thence Southwesterly along a line perpendicular to the center line of said Waukegan Road to a point on said centerline which is 330.28 feet Southeasterly of the intersection of said center line with the North line of said South 1/2 of the Southwest 1/4 of Section 17 aforesaid; thence Northwesterly along said center line, 330.28 feet to the herein
designated point of beginning, and excepting that part of the South 1/2 of the Southwest 1/4 of Section 17, Township 43 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: commencing at the Intersection of the existing center line of Waukegan Road and the North line of said South 1/2 of the Southwest 1/4, said existing center line being 30 feet easterly of measured perpendicular to and parallel with the easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence East along the North line of said South 1/2 of the Southwest 1/4, a distance of 913.60 feet to a point; thence South perpendicular to said North line of the South 1/2 of the Southwest 1/4, a distance of 46.0 feet to a point in the South line of said Route No. 22, said point being the Southeasterly corner of property described in document 1221388, for a point of beginning; thence South 15 degrees 56 minutes 17 seconds East, a distance of 63.44 feet to a point; thence West along a straight line parallel with the North line of said South 1/2 of the Southwest 1/4 and normally distance 107.0 feet, a distance of 557.83 feet to a point; thence North perpendicular to the North line of said South 1/2 of the Southwest 1/4, a distance of 42.0 feet, to a point on the South line of Illinois State Highway Route No. 22 (Prairie Avenue) as described in deed recorded April 8, 1964 as document 1221388; thence East along the South line of said Route 22, a distance of 159.89 feet to the beginning of a curve in said South line, said curve being tangent to the last described line, convex to the South, having a radius of 1,910.08 feet; thence easterly along said curved line, an arc distance of 190.58 feet, the chord of said arc bearing North 85 degrees 38 minutes 16 seconds East, to a point of reverse in said Southerly line; thence easterly along said southerly line being curved, convex northerly, having a radius of 1,910.08 feet and tangent to the last described line, an arc distance of 190.58 feet to the point of beginning, in Lake County, Illinois.

Parcel 2:

That part of the South 1/2 of the Southwest 1/4 of Section 17, Township 43 North, Range 12, East of the Third Principal Meridian, described as follows: commencing at a point 33.0 feet South of and at right angles to a point in the North line of said South 1/2 of the Southwest 1/4, 913.60 feet East (as measured on said North line of the South 1/2 of the Southwest 1/4) of said lines Intersection with the existing center line of Waukegan Road; thence South 13.0 feet; thence South 15 degrees 56 minutes 17 seconds East, a distance of 704.16 feet; thence Southeasterly along a line forming an angle of 112 degrees 30 minutes with the last described course, a distance of 225.0 feet; thence northerly a distance of 719 feet, more or less, to a point on the South right of way line of Illinois State Highway Route No. 22 (Half Day Road), which is 351.14 feet East of the point of beginning; thence West along said South line of road, a distance of 351.14 feet to the point of beginning (except the North 74 feet thereof), in Lake County, Illinois.

P.I.N.s: 16-17-300-041, 16-17-300-042, 16-17-300-043
Commonly known as 2595 Waukegan Road, 2587 Waukegan Road, and 2501 Waukegan Road in the Village of Bannockburn.

All persons in attendance at the hearing shall have an opportunity to be heard regarding the requested zoning relief. Any person who also wishes to appear as an “interested party” with the right to cross-examine others at the hearing must file an appearance form with the Village of Bannockburn no later than three days prior to the public hearing. Appearance forms are available at the Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, Illinois.

The above information will be available for inspection at the Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, Illinois. The public hearing may be adjourned to another date by the Plan Commission and Zoning Board of Appeals of the Village without further notice other than a notice entered upon the minutes of the meeting fixing the time and place of its adjournment and reconvening.

Village Clerk
Village of Bannockburn
NOTICE OF PUBLIC HEARING FOR CONSIDERATION OF ZONING CODE TEXT AMENDMENTS, AMENDMENTS TO EXISTING SPECIAL USE PERMITS, NEW SPECIAL USE PERMITS, PLANNED DEVELOPMENT PLAN AND PLAT APPROVALS, VARIATIONS, AND/OR OTHER ZONING RELIEF PERTAINING TO A RETAIL PLANNED DEVELOPMENT
(Bannockburn Green Retail Center)

NEW PUBLIC HEARING DATE

PUBLIC NOTICE IS HEREBY GIVEN that the public hearing originally scheduled for Monday, December 9, 2019, will now be held by the Plan Commission and Zoning Board of Appeals of the Village of Bannockburn, Lake County, Illinois, on Monday, January 6, 2020, at 7:00 p.m., at the Bannockburn Village Hall, 2275 Telegraph Road. The purpose of the public hearing will be to consider testimony relating to proposed Zoning Code text amendments, amendments to existing special use permits, granting of new special use permits, planned development plan and plat approvals, variations, and any other zoning relief necessary in connection with a retail planned development on the property described in this notice (“Property”). The proposed planned development is generally consistent with the existing use and development of the Property as a multi-tenant retail center but would provide for division of the Property into separate zoning lots within a unified development site and subject to a unified development plan.

The Property consists of approximately 18.5 acres, is located in the southeast quadrant of Half Day Road (IL Route 22) and Waukegan Road (IL Route 43), is owned by T Bannockburn Green IL, LLC, a Texas limited liability company, and is commonly known as the Bannockburn Green Retail Center. The Property is described by Property Identification Numbers 16-17-300-041, 16-17-300-042, and 16-17-300-043, and is also commonly known as 2595 Waukegan Road, 2587 Waukegan Road, and 2501 Waukegan Road, Bannockburn, Illinois.

Owner is not pursuing the approvals described above for purposes of undertaking new construction or new development on the Property at this time.

All persons in attendance at the hearing shall have an opportunity to be heard regarding the requested zoning relief. Any person who also wishes to appear as an “interested party” with the right to cross-examine others at the hearing must file an appearance form with the Village of Bannockburn no later than three days prior to the public hearing. Appearance forms are available at the Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, Illinois.

The above information will be available for inspection at the Bannockburn Village Hall, 2275 Telegraph Road, Bannockburn, Illinois. The public hearing may be adjourned to another date by the Plan Commission and Zoning Board of Appeals of the Village without further notice other than a notice entered upon the minutes of the meeting fixing the time and place of its adjournment and reconvening.

Village Clerk
Village of Bannockburn

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Exhibit F

Applicants’ Application Materials