

August 9, 2024

From: Alexander Gordy, Resilient Enterprises, Inc.

To: To the Libertyville Officials, Staff, and Community

Re: Special Use Permit Application

Hello,

We are Alex and Lena Gordy, and we are excited about this opportunity to open our newest KidStrong center in Red Top Plaza to serve the needs of the Libertyville community and its families. This new concept of helping parents raise strong, resilient kids would be the first of its kind in the north/northwest suburbs of Chicago. We seek your support in obtaining a Special Use Permit to ensure the success of this much-needed service to the community.

Included in our Special Use Permit submittal, please find the following information:

In this document:

1. Land Use Application
2. Proof of Ownership - Title Insurance and Deed
3. Property Owner's Authorization
4. Property Owner's Authorization for Posting Public Hearing Sign
5. Reimbursement of Fees Agreement, including Appendix A/Legal Description

Separately, our submittal includes the following items:

- A. Narrative
- B. Plaza/Building Footprint
- C. Aerial Photograph of the Site And The Surrounding Area
- D. Fiscal Impact Analysis
- E. Plat of Survey
- F. Appendix 1 – KidStrong Overview
- G. Fees submitted in the amount of \$8050 (\$550 SUP fee + \$7,500 Reimbursement Deposit)

We look forward to the next steps in the Development Review Process and answering any additional questions you may have.



Alexander Gordy
President, Resilient Enterprises, Inc.
Area Developer for KidStrong Inc.

A. Narrative

Description Of The Proposal

What Is KidStrong

KidStrong is a child training program for kids aged 1 to 11. We help parents identify their children's superpowers and accelerate development across character, physical, and brain milestones. This results in kids who are more confident making friends on the playground and in the classroom. In other words... Kids who will win at life.

We are changing the way kids play and grow. KidStrong is Athletic Play – a new kind of activity for kids ages 1-11 that builds confidence, character, and family connection through science-based fitness games led by expert coaches.

The Business

KidStrong is a membership-based business. As a rapidly growing franchise, it has proven to be a welcome addition to the child development and education landscape. To date, KidStrong has sold nearly 400 locations, with 100+ currently open in 32 states, including 4 centers in Chicago and the western suburbs.

The proposed Libertyville location would be the first and one-of-a-kind in the north and northwest suburbs of Chicago. As we bring further employment to the local community, we also expect to attract new consumers, first as visitors for free class trials and then repeat customers - not only from Libertyville but also from the surrounding communities - driving additional business to Red Top Plaza and the adjacent shopping and business areas.

Our Results for Children and Families

The outcomes delivered by the KidStrong program are very positive and can be life-changing. 96% see an increase in self-confidence, 88% notice an improvement in social skills, and 85% say KidStrong is more enjoyable than other programs.

KidStrong Center programs build happier, more confident kids. Our science-based fitness games are designed by child development experts to improve kids' emotional, mental, and physical skills. Each week, kids join us for a 45-minute class that is developmentally appropriate, fun, and challenging.

Everything we do is based on the Whole Child Philosophy

We know that when you focus on the whole child, you give kids the foundation they need to become well-rounded, confident kids. That's why our Athletic Play focuses on three pillars:

- Strong Character - Character is more than a set of values—it's a set of skills. Our games develop important life skills like teamwork, mental toughness, and sportsmanship.
- Strong Body - Our science-based fitness games help kids engage in fun activities that promote balance, coordination, strength, and agility

- Strong Mind - Our games use puzzles, games, and mental challenges to improve creativity, mental development, and problem-solving skills.

We teach kids to believe in themselves, so KidStrong is designed to show them what it feels like to reach their full potential. And learning is easier when it feels like play. That's why our classes are developmentally appropriate, challenging, and, most importantly, FUN!

Connected Families and Inspiring Coaches

We believe that connected families raise confident kids, so we bring parents right into the action, giving them front-row seats that let your kids hear your encouraging words and see you celebrate their achievements.

Our coaches are specially trained, compassionate leaders who inspire kids to be their best selves. They create a safe, supportive environment that allows kids to thrive and keeps them motivated.

Activities At The Center

The main type of activity conducted at our KidStrong center is a 45-minute class that combines elements of athletic play, physical education, and child development. These classes are offered in different age groups, typically 1-3, 4-6, 7-9, and 10-11 years old.

Our science-based curriculum focuses on physical agility, cognitive skills, and social interaction. Each session includes physical exercises, cognitive games, and team-building activities.

Parents must be present during these classes, either on the gym floor with their kids (3 years old or younger) or observing from the viewing area adjacent to the gym floor (for older kids).

Class size can be as small as 3-4 students and a maximum of 15 with one or two concurrent classes. The maximum number of people at the center is typically 45, with members spending about 50 mins there.

Our proposed hours of operation are Monday through Friday, 9:00 AM to 8:00 PM, and Saturday/Sunday, 8:00 AM to 12:00 PM. During weekdays, there will be a general lull in activity from around 11:00 AM to 3:00 PM, coinciding with children attending school or daycare.

We also offer seasonal programs, such as summer, winter, and spring camps, featuring immersive developmental experiences focusing on themes such as teamwork, creativity, and fitness. Birthday and event hosting with KidStrong activities, customizable based on the child's interests and age, is also available.

Our staff comprises a General Manager, an Assistant General Manager, and 6-10 Coaches. The team's combined background typically includes fitness, college and high-school athletics, exercise science or kinesiology, early childhood development, and education. This experience is supplemented by specialized training—required before the center opens—and ongoing certifications.

Please see Appendix 1 for additional information and visuals to help you understand our proposal in greater detail.

Standards to be Addressed

In studying the Libertyville Development Guide and the associated standards to be met, we are confident that our proposed INTERIOR-ONLY buildout and use of the existing space at 1346/48 S. Milwaukee Ave will be consistent with the applicable code and regulations, as addressed section-by-section below for the General Standard below. No Special Standards were uncovered to be addressed.

- 1) Code and Plan Purposes. Our proposed use and development of the existing interior space at 1346/48 S. Milwaukee will be consistent with the rest of the property at Red Top Plaza and in full harmony with the general and specific purposes for which the Libertyville Development Code was enacted, for which the regulations of the district in question were established, and with the general purpose and intent of the Official Comprehensive Plan.
- 2) Adverse Impact. Our proposed use and development will NOT have any substantial adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare. This includes parking, plaza/street access and safety considerations below.

Parking And Plaza/Street Access

A key aspect we've studied particularly closely is the access to Red Top Plaza and availability of parking as the net effect of having up to 65 people stay at our center for up to 60 mins. Our analysis of parking availability and usage confirmed plenty of parking capacity to accommodate the additional visitors with extra room to spare. Specifically, in the most immediate vicinity of our proposed 1346/48 unit, there are 99 spaces that, throughout the day, are occupied at a maximum of 12%. Additionally, to the right of those spaces, there are another 100+ spaces that are less than 10% occupied at peak times and extra spaces available further at the outlot. This summary excludes the parking near Jewel-Osco, which, of course, features much higher occupancy rates and we are NOT counting on any spaces available there.

The diagram below depicts the typical parking availability consistent with our analysis.



Public Safety

From a safety point of view, our strict policy requires that all children are escorted into and out of our center by their parents, and parents are required to stay with their kids onsite—there is NO kid drop-off/pick-up at the curb. This will ensure the children’s safety as they enter and exit our premises.

3) **Interference with Surrounding Development.** Our proposed use and development will be limited to modifications to the existing interior space and constructed, arranged, and operated as such. It will NOT dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

4) **Adequate Public Facilities.** Our proposed use and development will be adequately served by the existing essential public facilities and services, such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services. Within the existing space, our center will be designed and built per code and will include 2 ADA-compliant restrooms. See additional buildout info in Appendix 1.

5) **Traffic Congestion.** The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through local streets. With 3 ingress/egress points to access the plaza (2 traffic light-controlled), our center will be easy and safe to access and will NOT draw any additional traffic onto the local streets.

6) **Destruction of Significant Features.** Nothing in our proposed use and development will result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

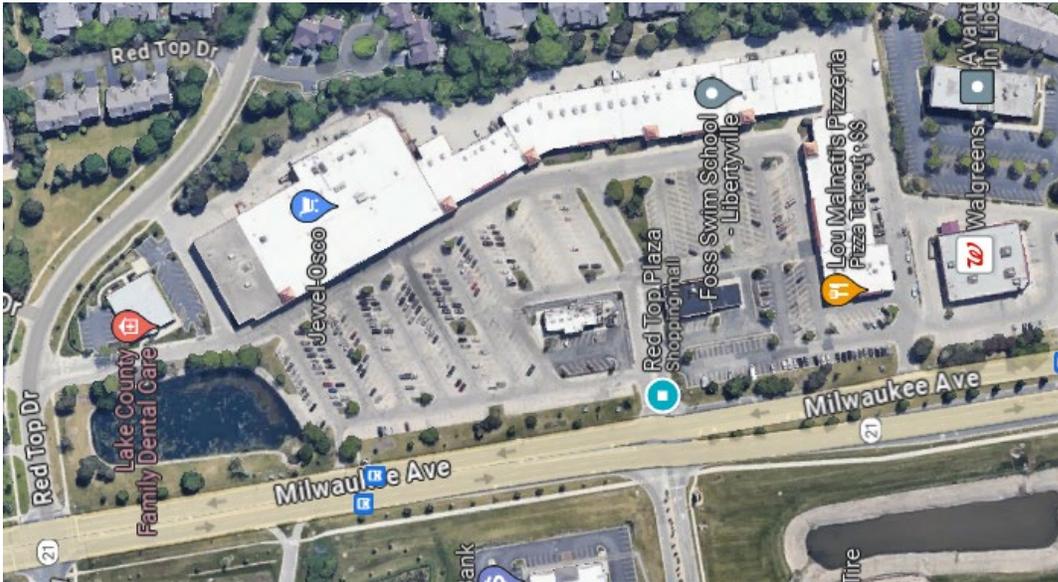
7) **Compliance with Standards.** Our proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

B. Plaza/Building Footprint

Our KidStrong center is planned to occupy spaces **1346 and 1348** combined as depicted below:



C. Aerial Photograph of the Site / The Surrounding Area



D. Fiscal Impact Analysis

Among the many benefits to the Village of Libertyville and the Red Top Plaza are:

- Both new visitors and repeat weekly visits to the Red Top Plaza - not only from Libertyville but also from the surrounding communities - driving additional business to Red Top Plaza and the adjacent shopping and business areas. We expect our marketing/advertising efforts will result in the following in our first year:
 - As many as 4000-5000 new unique visitors from Libertyville and surrounding communities
 - An average of 2900 weekly visits from our regular repeat customers
- Co-tenancy and visitor co-generation with other kids/family-oriented businesses, including
 - Jewel-Osco
 - Pet Supplies Plus
 - Foss Swim School
 - Code Ninjas
 - Ki Taekwondo and others
- Additional Employment: We expect to open the center in Q1'25 with 9-10 employees and grow to 16-18 employees by year 2. Additionally, we'll be creating part-time seasonal job opportunities during summer camps, etc.
- Potential to collect local Libertyville sales tax on the auxiliary merchandise sold on-site – TBD

E. Plat Of Survey – see separate attached document

LAND USE APPLICATION

VILLAGE OF LIBERTYVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
200 EAST COOK AVENUE
LIBERTYVILLE, IL 60048
(847) 918-2028
(847) 367-5148 (Fax)

DATE: 08/07/2024



REQUESTED ACTION(S) (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Comp. Plan | <input type="checkbox"/> Preliminary/Final Plat |
| <input type="checkbox"/> Comp. Plan Amendment | <input type="checkbox"/> Plat of Consolidation |
| <input type="checkbox"/> Map Amendment | <input type="checkbox"/> Site Plan Permit |
| <input type="checkbox"/> Planned Dev. (Concept/Final) | <input checked="" type="checkbox"/> Special Use Permit |
| <input type="checkbox"/> Planned Dev. (Final Amendment) | <input type="checkbox"/> Text Amendment |
| <input type="checkbox"/> Planned Dev. (Adjustment) | <input type="checkbox"/> Variation |
| <input type="checkbox"/> Planned Dev. (Master Plan) | <input type="checkbox"/> Zoning Appeal |
| <input type="checkbox"/> Planned Dev.
(Master Plan Amendment) | |

TO THE VILLAGE PRESIDENT, VILLAGE BOARD OF TRUSTEES AND THE ZONING BOARD OF APPEALS OF THE VILLAGE OF LIBERTYVILLE, LAKE COUNTY, ILLINOIS 60048.

The applicant(s) Alexander Gordy, Resilient Enterprises, Inc. represents that they are the OWNER _____, CONTRACT PURCHASER _____, LESSEE _____, AUTHORIZED AGENT _____ (please check correct term) of the following described real estate: (Insert or attach legal description of the real estate)

LOTS 1 AND 2 IN RED TOP PLAZA, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT NUMBER 2296364, IN LAKE COUNTY, ILLINOIS.

PROPERTY TAX IDENTIFICATION NUMBER (P.I.N. #): 1128403086

The property is also known as: (street address) 1346/1348 S. Milwaukee Ave, Libertyville, IL 60048

If someone other than the applicant(s) has the title to the property, include the name, address, trust number with beneficiaries (if applicable), and phone number of such owner(s). **A written, notarized statement from the owner(s) which acknowledges and consents to this request must be provided.**

LAND USE APPLICATION
PAGE 2

The property is now classified under the Libertyville Zoning Code and is located in the
C-4 District.

FOR VARIATION ONLY: Please check the type of variation(s) requested:

<input type="checkbox"/> Front Yard Setback	<input type="checkbox"/> Sign
<input type="checkbox"/> Corner Side Yard Setback	<input type="checkbox"/> Fence
<input type="checkbox"/> Side Yard Setback	<input type="checkbox"/> Lot Coverage
<input type="checkbox"/> Rear Yard Setback	<input type="checkbox"/> Building Coverage
<input type="checkbox"/> Perimeter Landscaped Open Space	<input type="checkbox"/> Building Height
<input type="checkbox"/> Other (specify) _____	

Please attach a detailed narrative description of the requested development action(s).



applicant/representative signature

Alexander Gordy

please print full name

President, Resilient Enterprises, Inc.

838 Deerfield Rd, Highland Park, IL 60035

address of applicant/representative

847-533-3555

phone number

alex@resiliententer.com

e-mail

NOTE! If several parties are involved with the project (i.e., architect, engineer, consultant, etc.), please attach a list including the names, addresses and phone numbers of such parties. This application must be complete before it will be accepted by the Village.

Rev. 11.2023

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Policy Number:

CCHI1904946LD

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

Countersigned By:



Authorized Officer or Agent



Chicago Title Insurance Company

By:



President

Attest:



Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
10 South LaSalle Street, Suite 3100
Chicago, IL 60603

Address Reference: 1300-1440 South Milwaukee Avenue, Libertyville, IL 60048

Date of Policy	Amount of Insurance
March 16, 2020	\$25,750,000.00

1. Name of Insured:

SUP II Red Top Plaza, LLC, a Delaware limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

SUP II Red Top Plaza, LLC, a Delaware limited liability company

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Parcel 1:

Lots 1, 2 and 3 in Red Top Plaza, being a Subdivision in the East 1/2 of Section 28, Township 44 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded July 16, 1984 as document number 2296364, in Lake County, Illinois.

Parcel 2:

Easements for parking, driveways and pedestrian walkways for the benefit of the Lots in Parcel 1 over the Lots in Parcel 1 as set forth in declaration of unified driveway and parking easements recorded February 23, 1983 as document number 2199771, as modified by Supplemental Declaration of easements recorded August 6, 1984 as document number 2301500, in Lake County, Illinois.

Parcel 3:

Easement for the benefit of Parcel 1, taken as a tract, for Ingress and egress over "Extension Driveways" to Artaius Parkway over Lots 2 and 3 in Artaius Subdivision Number 2, being a Subdivision of part of the Southwest 1/4 of Section 27 and part of the Southeast 1/4 of Section 28, Township 44 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded August 6, 1979 as document 2012025, said easement created by instrument recorded October 15, 1980 as document 2083755 and first amendment thereto recorded April 7, 1986 as document 2432045, in Lake County, Illinois.

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
 2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
 3. **Easements, or claims of easements, not shown by the Public Records.**
 4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
 5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
 - A 6. 2019 and 2020 Real Estate Taxes and subsequent years, a lien not yet due and payable.
- Permanent Index Numbers:
- 11-28-211-005 (Affects part of Lot 1)
 11-28-403-086 (Affects part of Lot 1)
 11-28-403-006 (Affects Lot 2)
 11-28-403-005 (Affects Lot 3)
- F 7. Memorandum of Lease dated September 10, 1980 and recorded October 15, 1980 as document 2083754, made by and between Central National Bank in Chicago, as Trustee under Trust Agreement dated November 6, 1979 and known as trust number 24097, lessor, and Jewel Companies Inc., a New York corporation, lessee, demising part of the Land herein for the term of years beginning December 31, 1980 and ending December 31, 1996, with three 5 year extension options, and all rights thereunder of an all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee.

(Affects Lots 1, 2 and 3)
 - L 8. Terms, conditions and limitations contained in the no further remediation letter issued by the Illinois Environmental Protection Agency and recorded December 26, 2003 as document number 5464876.

(Affects part of Lot 1) (For exact location see instrument.)
 - M 9. Provisions contained in and obligations established by the amended declaration made by Rogers Red Top Inc., recorded December 29, 1978 as 1969846.

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

N 10. Terms, provisions and conditions contained in the declaration of easement for Artaius Parkway - Red Top Drive access recorded October 15, 1980 as document 2083755 granting easement over "Extension Driveways" to be located on the Land herein, as amended by instruments recorded as document 2301500 and as document 2432045 granting an easement over "Extension Driveways" to be located on the Land.

O 11. An ordinance approving, with modifications, the recommendation for approval by the Plan Commission of the Specific Implementation Plan submitted for Red Top Plaza, a proposed shopping center on the Land herein said Ordinance No. 80-O-3 recorded May 21, 1981 as document 2114157, as supplemented by Ordinance No. 84-O-26 recorded June 29, 1984 as document 2293299, and the terms, conditions provisions therein contained.

Note: Notwithstanding other provisions therein, said ordinances provide for: a minimum set back of 85 feet from the centerline of Milwaukee Avenue for parking areas, provided that a Green Belt is maintained on the Easterly 40 feet of the set back area; and a minimum set back of 75 feet from the centerline of Red Top Drive for permanent buildings and structures; and canopies extending up to 10 feet into the 200 foot set back from Milwaukee Avenue are approved.

P 12. Water main easement to construct, lay, operate, repair, etc., water mains and associated facilities between Central National Bank in Chicago, as trustee under trust number 24097, and the Village of Libertyville, an Illinois Municipal corporation, its successors and assigns, in, along, through, under and/or upon a strip of Land as shown on Exhibit "A" attached thereto as granted by instrument dated July 12, 1981 and recorded October 2, 1981 as document 2133606 and the conditions and obligations contained therein, and as depicted on and partially vacated by Plat of Red Top Plaza Subdivision recorded as document 2296364.

(Affects Lots 1 and 2)

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

(continued)

- Q 13. Notations on the Plat of Red Top Plaza Subdivision recorded as document 2296364 as follows:
- The grantor agrees with the Village of Libertyville that for purposes of the Libertyville Zoning Ordinance the entire Subdivision shall be treated as one unified development.
- Water main easement provisions--a non-exclusive easement for serving the Subdivision and other property with water service is hereby reserved for and granted to the Village of Libertyville, its successors and assigns, jointly and severally, to install, operate, maintain and remove from time to time, facilities used in connection with water mains, in, over, under, across, along and upon the surface of the property shown within the dashed lines on the Plat and marked "Easement for Water Main", together with the right to install required service connections over and under the surface of each Lot to serve improvements thereon, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantee's facilities or in, upon or over the property within the dashed lines marked "Easement for Water Main" without the prior written consent of grantee. After installation of any such facilities, the grade of the Subdivision property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.
- An easement for serving the Subdivision and other property with electric and communications service is hereby reserved for and granted to Commonwealth Edison Company their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across, along and upon the surface of the property shown within the dotted lines on the Plat and marked "Easement", together with the right to install required service connections under the surface of each Lot to serve improvements thereon the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.
- R 14. Retention pond and drainage easement over the Northwesterly portion of Lot 1, as shown on Plat of Red Top Plaza Subdivision recorded as document 2296364.
- S 15. Easement for water main, sanitary sewer and public utilities as created by an instrument recorded December 17, 1979 as document 2040152 and as shown on Plat of Red Top Plaza Subdivision recorded as document 2296364.
- (Affects the Westerly part of Lots 1, 2 & 3)
- T 16. Easement in favor of Commonwealth Edison Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document No. 2310290, affecting part of Lot 3 as shown on Exhibit "A" attached thereto.
- U 17. Easements, terms, provisions and conditions contained in the Declaration of Unified Driveway and Parking Easements recorded February 23, 1983 as document 2199771 as amended by instrument recorded August 6, 1984 as document 2301500.

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SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

- V 18. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document No. 2102829, and as depicted and noted on the Plat of Red Top Plaza Subdivision recorded as document 2296364.
- (Affects Lots 1 & 2)
- W 19. Easement in favor of Commonwealth Edison Company, and its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document No. 2133371, and as depicted and noted on the Plat of Red Top Plaza Subdivision recorded as document 2296364.
- X 20. Fifteen foot easement for water main over Lots 1 and 2, as created by and depicted on Plat of Red Top Plaza recorded as document 2296364.
- (Affects Lots 1 and 2)
- Y 21. Five Foot Easement for Public Utilities over Lot 2, as created by and depicted on Plat of Red Top Plaza recorded as document 2296364.
- (Affects Lot 2)
- AA 22. Rights of the following tenants, as tenants only, which rights do not include any rights of first refusal to purchase or any options to purchase all or any portion of the insured land, as more particularly described on the rent roll attached hereto as Exhibit A.

END OF SCHEDULE B

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CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is Two Million and No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of Two Million and No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

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(continued)

- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

General Exception number(s) 1, 2, 3, 4 and 5 of Schedule B of this policy are hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
 - a. according to applicable zoning ordinances and amendments, the Land is not classified Zone C-4, Shopping Center Commercial District;
 - b. the following use or uses are not allowed under that classification:
 - Accommodations and Food Service, but limited to:
 - Food Service and Drinking Places (722), but further limited to:
 - Full Service Restaurants, including outdoor area, but excluding Drive-In Restaurants
 - Educational Services, but limited to
 - Other Schools and Instruction, except Sports and Recreation Instruction
 - Finance and Insurance, but limited to:
 - Insurance Carriers and Related Activities, but limited to:
 - Insurance Carriers
 - Agencies, Brokerages, and Other insurance related activities
 - Health Care and Social Assistance, limited to:
 - Offices of Dentists
 - Offices of other Health Practitioners
 - Personal Care Services, but limited to:
 - Hair, Nail and Skin Care Services
 - Accounting Tax Preparation, Bookkeeping and Payroll Services
 - Real Estate, Rental and Leasing services, but limited to:
 - Real Estate, except lessors of min-warehouses and self storage units
 - General Merchandise Stores
 - c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.
2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
 - a. Area, width, or depth of the Land as a building site for the structure

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- b. Floor space area of the structure
 - c. Setback of the structure from the property lines of the Land
 - d. Height of the structure, or
 - e. Number of parking spaces.
3. There shall be no liability under this endorsement based on:
- a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
 - b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:



Authorized Officer or Agent

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Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:



Authorized Officer or Agent

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Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel:	Tax Identification Numbers:
Part of Lot 1	11-28-211-005
Part of Lot 1	11-28-403-086
Lot 2	11-28-403-006
Lot 3	11-28-403-005

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by American Surveying & Mapping, Inc. dated October 6, 2019, last revised March 6, 2020, and designated Job No. 192304 Red Top - Libertyville - ALTA.DWG.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Red Top Drive and Milwaukee Avenue (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

A handwritten signature in black ink, appearing to read "Michael J. [unclear]".

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services:

- Water service
- Natural gas service
- Telephone service
- Electrical power service
- Sanitary sewer
- Storm water drainage

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements ; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

The policy is hereby amended by deleting Paragraph 14 of the Conditions, relating to Arbitration.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:



Authorized Officer or Agent

Issued By:



Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of Parcel 1, Parcel 2 and Parcel 3, described in Schedule A, to be contiguous to each other and, taken as a tract, to constitute one parcel of land; or
2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of the failure of a 4 Commercial Buildings, known as 1300-1440 South Milwaukee Avenue, Libertyville, IL 60048, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



ENDORSEMENT - ALTA 8.2-06

**COMMERCIAL ENVIRONMENTAL
PROTECTION LIEN**

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent

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Issued By:



Attached to Policy Number:

CCHI1904946LD

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

A handwritten signature in black ink, appearing to read "Michael J. Hill", is written over a horizontal line.

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
 - b. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this Owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - d. any Private Right in an instrument identified in Exception(s) None in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent

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Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) 10, 13, 17, 18 and 19 of Schedule B results in:

- (1) damage to an existing building located on the Land, or
- (2) enforced removal or alteration of an existing building located on the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

Authorized Officer or Agent



Issued By:



Attached to Policy Number:

CCHI1904946LD

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified as Parcel 3 in Schedule A (the "Easement") does not provide that portion of the Land identified as Parcel 1 in Schedule A both actual vehicular and pedestrian access to and from Artaius Parkway (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Chicago Title Insurance Company

Dated: March 16, 2020

Countersigned By:

A handwritten signature in black ink, appearing to read "Michael J. [unclear]", written over a horizontal line.

Authorized Officer or Agent

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EXHIBIT A

Jewel Food Stores, Inc.
Vision Care Consultants, Ltd. (Vision Care)
Ravi Patel & Raj Patel (Massage Motu)
OneMain Financial Group, LLC
Warhammer f/k/a Games Workshop
Goodwill Retail Services, Inc. (NFP)
Mandarin Gourmet, Inc. (Hunan Palace)
Coder Kids LLC (Code Ninjas)
PSP Stores, LLC
MJ Suburban, Inc. (Re-Max Suburban)
WW North American Holdings, LLC
Petal Peddlers, Inc.
Eyebox Imagery, Inc. (Fast Signs)
Accelerated Health Systems, LLC (AthletiCo)
Daekyo America, Inc. (My Eye Level)
FOCUS Swim Schools, LLC (Foss Swim School)
Libertyville Salon Suites L.L.C. (Phenix Salon Suites)
Jimmy Nguyen & Son Thanh Nguyen (Nails First)
Sean Dunningan Agency (State Farm Insurance)
Anshuman Soni DDS P.C. now known As Great Lakes Dental P.C.
JCK Powers Enterprises, Inc. (Plato's Closet)
Top Driver Acquisition, LLC (Top Driver)
Family Fabric Care Two, LLC (Tide Dry Cleaners)
H & R Block Enterprises LLC
The Malnati Organization, Inc (Lou Malnati's Pizzeria)

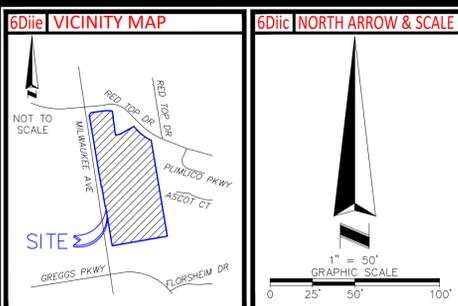
RJB Food, Inc. (Max's Dawg House)

The Hertz Corporation (Hertz Rent-a-Car)

Tri City Foods of Illinois, Inc. (Burger King)

MN Libertyville, LLC (LA Tan)

Manduu Chicago LLC (Manduu)



SEE SHEETS 2 AND 3 OF 3 FOR SURVEY DRAWINGS

5Ciii SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS

(A) BUILDING EXTENDS UP TO 14.9' NORTH OF THE BUILDING SETBACK LINE

(B) BUILDING EXTENDS UP TO 7.3' SOUTH OF THE BUILDING SETBACK LINE

3 FLOOD INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 1709700164K, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 18, 2013 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

6Diid LEGEND AND ABBREVIATIONS

SEE SHEET 2 OF 2

6 ZONING INFORMATION

ZONE: C-4, SHOPPING CENTER COMMERCIAL DISTRICT

SETBACKS:
FRONT: PER ORDINANCE 80-0-3: 75' FROM CENTER LINE ON RED TOP DRIVE FROM ALL PERMANENT BUILDINGS AND STRUCTURE
SIDE: INTERIOR: 50 FT.; ARTERIAL: 200 FT. FROM CENTERLINE
REAR: 50 FT.

MAXIMUM BUILDING HEIGHT: 3 STORIES, 45 FT.
MINIMUM LOT AREA: 160,000 SQ. FT.
MINIMUM LOT WIDTH: 500 FT.
MINIMUM LOT DEPTH: NONE SPECIFIED
MAXIMUM LOT COVERAGE: 85%
MAXIMUM FLOOR AREA RATIO: 0.5
RESIDENTIAL DENSITY: N/A

PARKING:
FORMULA: EATING PLACES, EXCLUDING DRIVE-IN ESTABLISHMENTS: 1 SPACE PER 100 SQ. FT. OF FLOOR AREA MINIMUM OF 10 / SPACES (4,900 / 100 = 49)
EATING PLACES, INCLUDING DRIVE-IN ESTABLISHMENTS: ONE (1) FOR EACH ONE HUNDRED (100) SQUARE FEET OF FLOOR AREA, EXCLUDING OUTDOOR DINING AREA, PLUS ONE (1) LANE FOR EACH DRIVE-UP WINDOW WITH STACKING SPACE FOR SIX (6) VEHICLES BEFORE THE MENU BOARD (3,000 / 100 = 30) RETAIL TRADE: ONE (1) FOR EACH TWO HUNDRED AND FIFTY (250) SQUARE FEET OF FLOOR AREA (110,116 / 240 = 459) FINANCE: ONE (1) FOR EACH TWO HUNDRED AND FIFTY (250) SQUARE FEET OF FLOOR AREA (6,400 / 250 = 26) MEDICAL / DENTAL: ONE (1) FOR EACH TWO HUNDRED (200) SQUARE FEET OF FLOOR AREA FOR THE FIRST FIVE THOUSAND (5,000) SQUARE FEET PLUS ONE (1) FOR EACH ADDITIONAL TWO HUNDRED AND FIFTY (250) SQUARE FEET OF FLOOR AREA, OVER FIVE THOUSAND (5,000) SQUARE FEET OF FLOOR AREA (8,324 - 5,000 / 200 = 25; 3,324 / 250 = 13; 38 TOTAL) PROFESSIONAL, BUSINESS, AND CONTRACTORS (OFFICE USE ONLY): ONE (1) FOR EACH THREE HUNDRED AND FIFTY (350) SQUARE FEET OF FLOOR AREA (19,100 SQ. FT. / 350 = 55) ALL SERVICES NOT OTHERWISE LISTED: ONE (1) FOR EACH TWO HUNDRED AND FIFTY (250) SQUARE FEET OF FLOOR AREA (29,700 SQ. FT. / 250 = 119)
REQUIRED SPACES: 756 SPACES

INFORMATION PROVIDED BY:
COMMERCIAL DUE DILIGENCE SERVICES
3550 W. ROBINSON STREET, 3RD FLOOR
NORMAN, OK 73072

REPORT #: 19-08-0760
DATED: SEPTEMBER 26, 2019; LAST REVISED OCTOBER 25, 2019

6Cviii PLATTED SETBACK OR RECORDED BUILDING RESTRICTION LINES

NONE PROVIDED TO THIS SURVEYOR.

5Ei SCHEDULE "B" ITEMS

L. TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THE NO FURTHER REMEDIATION LETTER ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND RECORDED DECEMBER 26, 2003 AS DOCUMENT NUMBER 5464876. (AFFECTS PART OF LOT 1) (FOR EXACT LOCATION SEE INSTRUMENT.) AS SHOWN

M. PROVISIONS CONTAINED IN AND OBLIGATIONS ESTABLISHED BY THE AMENDED DECLARATION MADE BY ROGERS RED TOP INC., RECORDED DECEMBER 29, 1978 AS 1969846. AFFECTS - NOTHING TO PLOT

N. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE DECLARATION OF EASEMENT FOR ARTAULUS PARKWAY - RED TOP DRIVE ACCESS RECORDED OCTOBER 15, 1980 AS DOCUMENT 2083755 GRANTING EASEMENT OVER "EXTENSION DRIVEWAYS" TO BE LOCATED ON THE LAND HEREIN, AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENT 2301500 AND AS DOCUMENT 2420245 GRANTING AN EASEMENT OVER "EXTENSION DRIVEWAYS" TO BE LOCATED ON THE LAND, SAME AS PARCEL 3 - EASEMENT OVER EXISTING "EXTENSION DRIVEWAYS" - NOT PLOTTABLE

CONTINUED >>>

5Ei SCHEDULE "B" ITEMS

<<< CONTINUED

O. AN ORDINANCE APPROVING, WITH MODIFICATIONS, THE RECOMMENDATION FOR APPROVAL BY THE PLAN COMMISSION OF THE SPECIFIC IMPLEMENTATION PLAN SUBMITTED FOR RED TOP PLAZA, A PROPOSED SHOPPING CENTER ON THE LAND HEREIN SAID ORDINANCE NO. 80-0-3 RECORDED MAY 21, 1981 AS DOCUMENT 2114157, AS SUPPLEMENTED BY ORDINANCE NO. 84-0-26 RECORDED JUNE 29, 1984 AS DOCUMENT 2293299, AND THE TERMS, CONDITIONS PROVISIONS THEREIN CONTAINED. NOTE: NOTWITHSTANDING OTHER PROVISIONS THEREIN, SAID ORDINANCES PROVIDE FOR: A MINIMUM SET BACK OF 85 FEET FROM THE CENTERLINE OF MILWAUKEE AVENUE FOR PARKING AREAS, PROVIDED THAT A GREEN BELT IS MAINTAINED ON THE EASTERLY 40 FEET OF THE SET BACK AREA; AND A MINIMUM SET BACK OF 75 FEET FROM THE CENTERLINE OF RED TOP DRIVE FOR PERMANENT BUILDINGS AND STRUCTURES; AND CANOPIES EXTENDING UP TO 10 FEET INTO THE 200 FOOT SET BACK FROM MILWAUKEE AVENUE ARE APPROVED. AS SHOWN

P. WATER MAIN EASEMENT TO CONSTRUCT, LAY, OPERATE, REPAIR, ETC., WATER MAINS AND ASSOCIATED FACILITIES BETWEEN CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 24097, AND THE VILLAGE OF LIBERTYVILLE, AN ILLINOIS MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, IN, ALONG, THROUGH, UNDER AND/OR UPON A STRIP OF LAND AS SHOWN ON EXHIBIT "A" ATTACHED THERETO AS GRANTED BY INSTRUMENT DATED JULY 12, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 2133606 AND THE CONDITIONS AND OBLIGATIONS CONTAINED THEREIN, AND AS DEPICTED ON AND PARTIALLY VACATED BY PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364. (AFFECTS LOTS 1 AND 2) AS SHOWN

Q. NOTATIONS ON THE PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364 AS FOLLOWS: THE GRANOR AGREES WITH THE VILLAGE OF LIBERTYVILLE THAT FOR PURPOSES OF THE LIBERTYVILLE ZONING ORDINANCE THE ENTIRE SUBDIVISION SHALL BE TREATED AS ONE UNIFIED DEVELOPMENT. WATER MAIN EASEMENT PROVISIONS--A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH WATER SERVICE IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LIBERTYVILLE, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH WATER MAINS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "EASEMENT FOR WATER MAIN", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER AND UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED "EASEMENT FOR WATER MAIN" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVISION PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. AFFECTS - NOTHING TO PLOT

R. RETENTION POND AND DRAINAGE EASEMENT OVER THE NORTHWESTERLY PORTION OF LOT 1, AS SHOWN ON PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364. AS SHOWN

S. EASEMENT FOR WATER MAIN, SANITARY SEWER AND PUBLIC UTILITIES AS CREATED BY AN INSTRUMENT RECORDED DECEMBER 17, 1979 AS DOCUMENT 2040152 AND AS SHOWN ON PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364. (AFFECTS THE WESTERLY PART OF LOTS 1, 2 & 3) AS SHOWN

T. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2310290, AFFECTING PART OF LOT 3 AS SHOWN ON EXHIBIT "A" ATTACHED THERETO. AS SHOWN

U. EASEMENTS, TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE DECLARATION OF UNIFIED DRIVEWAY AND PARKING EASEMENTS RECORDED FEBRUARY 23, 1983 AS DOCUMENT 2199771 AS AMENDED BY INSTRUMENT RECORDED AUGUST 6, 1984 AS DOCUMENT 2301500. AFFECTS DRIVEWAY & PARKING AREAS, WITHIN PARCEL 1 - AS SHOWN

V. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2102928 AND AS DEPICTED AND NOTED ON THE PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364. (AFFECTS LOTS 1 & 2) AS SHOWN

W. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2133371, AND AS DEPICTED AND NOTED ON THE PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364. AS SHOWN

X. FIFTEEN FOOT EASEMENT FOR WATER MAIN OVER LOTS 1 AND 2, AS CREATED BY AND DEPICTED ON PLAT OF RED TOP PLAZA RECORDED AS DOCUMENT 2296364. (AFFECTS LOTS 1 AND 2) AS SHOWN

Y. FIVE FOOT EASEMENT FOR PUBLIC UTILITIES OVER LOT 2, AS CREATED BY AND DEPICTED ON PLAT OF RED TOP PLAZA RECORDED AS DOCUMENT 2296364. (AFFECTS LOT 2) AS SHOWN

ALTA/NSPS LAND TITLE SURVEY IDENTIFICATION TABLE		
2	TABLE "A" PROPERTY ADDRESS	6Biv BEARING BASIS
3	TABLE "A" FLOOD INFORMATION	6Bvii CONTIGUITY STATEMENT
4	TABLE "A" LAND AREA	6Bxii TITLE COMMITMENT INFORMATION
5Biii	ACCESS TO PROPERTY	6Cvii RECORDED SETBACKS/RESTRICTIONS PROVIDED BY INSURED
5Ciii	SURVEYOR OBSERVED POSSIBLE ENCROACHMENTS	6Diid NORTH ARROW & SCALE
5Ei	SCHEDULE "B" ITEMS	6Diic LEGEND & ABBREVIATIONS
5F	CEMETERY NOTE	6Diie VICINITY MAP
6Bii	TITLE DESCRIPTION	6Diig SURVEYOR'S NOTES
6	TABLE "A" ZONING INFORMATION	6Dvi TYPE OF SURVEY
7	SURVEYOR'S CERTIFICATE	
7b	TABLE "A" BUILDING AREA	
7c	TABLE "A" BUILDING HEIGHT	
9	TABLE "A" PARKING SPACES	
13	TABLE "A" ADJOINING OWNERS	
14	TABLE "A" INTERSECTING STREET	
16	TABLE "A" EARTH MOVING NOTE	

DATE	REVISIONS	TECH	DATE	REVISIONS	TECH	FIELD	AWD	DRAWING SCALE	1"=50'
11/7/19	ADD ZONING	KJM	3/6/20	UPDATED TITLE	KJM	DRAWN BY	KJM	QC BY	BCH
12/10/19	REVIEW COMMENTS	KJM				DRAWING NAME	192304 RED TOP - LIBERTYVILLE - ALTA.DWG		
1/7/20	ADDED CTP'S	KJM							

6Bxii TITLE COMMITMENT INFORMATION

THE TITLE DESCRIPTION AND SCHEDULE "B" ITEMS HEREON ARE FROM:
CHICAGO TITLE INSURANCE COMPANY, ORDER NO. CCH1904946LD HAVING AN EFFECTIVE DATE OF FEBRUARY 5, 2020.

SHEET 1

6Bii TITLE DESCRIPTION

PARCEL 1:
LOTS 1, 2 AND 3 IN RED TOP PLAZA, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT NUMBER 2296364, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS FOR PARKING, DRIVEWAYS AND PEDESTRIAN WALKWAYS FOR THE BENEFIT OF THE LOTS IN PARCEL 1 OVER THE LOTS IN PARCEL 1 AS SET FORTH IN DECLARATION OF UNIFIED DRIVEWAY AND PARKING EASEMENTS RECORDED FEBRUARY 23, 1983 AS DOCUMENT NUMBER 2199771, AS MODIFIED BY SUPPLEMENTAL DECLARATION OF EASEMENTS RECORDED AUGUST 6, 1984 AS DOCUMENT NUMBER 2301500, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:
EASEMENT FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS OVER "EXTENSION DRIVEWAYS" TO ARTAULUS PARKWAY OVER LOTS 2 AND 3 IN ARTAULUS SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1979 AS DOCUMENT 2012025, SAID EASEMENT CREATED BY INSTRUMENT RECORDED OCTOBER 15, 1980 AS DOCUMENT 2083755 AND FIRST AMENDMENT THERETO RECORDED APRIL 7, 1986 AS DOCUMENT 2432045, IN LAKE COUNTY, ILLINOIS.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED ABOVE.

6Diig SURVEYOR'S NOTES

- NO UNDERGROUND UTILITIES ARE SHOWN ON THIS SURVEY, ONLY ABOVE GROUND VISIBLE EVIDENCE OF UTILITIES ARE SHOWN.
- ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
- THIS SURVEY MEETS OR EXCEEDS THE SURVEY STANDARDS/STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2016 ALTA/NSPS SURVEY REQUIREMENTS.
- NO GOVERNMENTAL AGENCY REQUIREMENTS HAVE BEEN FURNISHED TO THE UNDERSIGNED AT THE TIME OF THE SURVEY, FOR THE SUBJECT PARCEL.
- PARCEL 2 - RECIPROCAL OVER DRIVEWAY & PARKING AREAS WITHIN LOTS 1, 2, 3 & 4 OF RED TOP PLAZA.
- PARCEL 3 - RECIPROCAL OVER DRIVEWAY & PARKING AREAS WITHIN PARCEL 1 AND "EXTENSION DRIVEWAYS" OVER LOTS 2 & 3 OF ARTAULUS SUBDIVISION.
- THE SURVEYOR WAS NOT PROVIDED ANY DOCUMENTATION, WAS NOT MADE AWARE AND DID NOT OBSERVE ANY EVIDENCE OF PARTY WALLS ON THE SUBJECT PROPERTY.
- THE NEAREST INTERSECTION IS RED TOP DRIVE AND MILWAUKEE AVENUE, LOCATED AT THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.
- AT THE TIME OF THE ALTA SURVEY THERE WERE NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED AND AVAILABLE FROM THE CONTROLLING JURISDICTION OR OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.
- THE SURVEYOR WAS NOT PROVIDED ANY DOCUMENTATION, WAS NOT MADE AWARE AND DID NOT OBSERVE ANY EVIDENCE OF WETLANDS ON THE SUBJECT PROPERTY.

4 LAND AREA 779,177 SQUARE FEET 17.89 ACRES

6Biv BEARING BASIS

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF MILWAUKEE AVENUE, WHICH BEARS, N10°00'47"W, PER RED TOP PLAZA.

5F CEMETERY NOTE

THERE IS NO VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.

9 PARKING SPACES

535 REGULAR 21 HANDICAP 556 TOTAL

5Biii ACCESS TO PROPERTY

THE SUBJECT PROPERTY HAS DIRECT PHYSICAL TO RED TOP DRIVE AND MILWAUKEE AVENUE, BOTH DEDICATED PUBLIC STREETS OR HIGHWAYS. ALSO ACCESS TO ARTAULUS PARKWAY, A DEDICATED PUBLIC STREET, VIA EASEMENT IN DOCUMENT 2012025.

16 EARTH MOVING NOTE

THERE IS OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS, AS SHOWN ON SHEET 3.

6Bvii CONTIGUITY STATEMENT

THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.

7 SURVEYOR'S CERTIFICATE

TO: SUP II RED TOP PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY

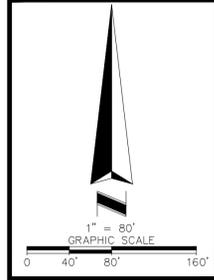
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6(B), 7(A), 7(B)(1), 7(C), 8, 9, 10(A), 11 (OBSERVED EVIDENCE), 13, 14, 16, 17, 18, 19 (GRAPHICALLY DEPICTED), 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 6, 2019.

DATE OF PLAT OR MAP: MARCH 6, 2020

James A. Faetanni 3/6/2020

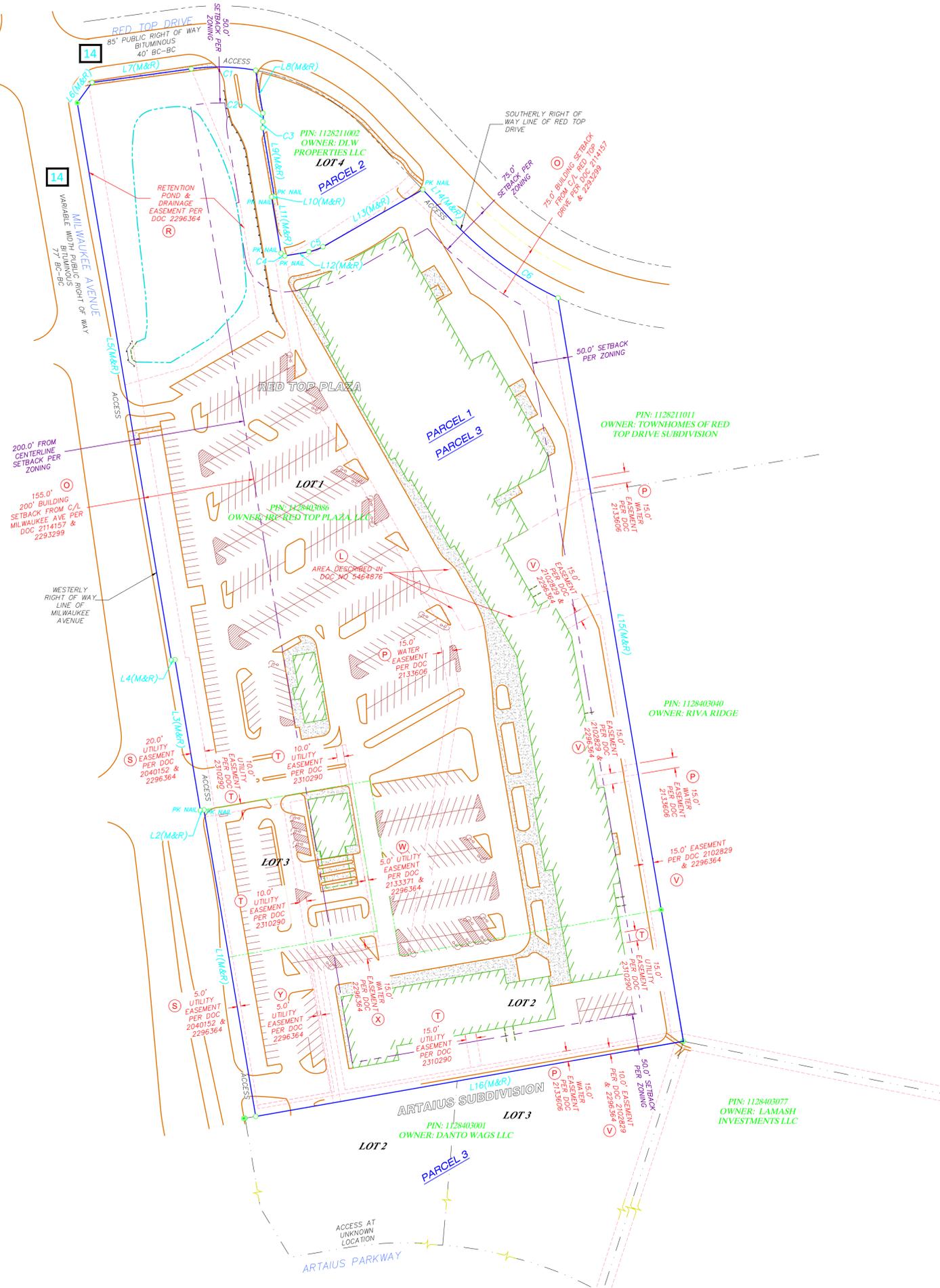
JAMES A. FAETANNI DATE
PROFESSIONAL LAND SURVEYOR NO.: 0035-003494
STATE OF ILLINOIS
EXPIRATION DATE: NOVEMBER 30, 2020
XCEL PROJECT NUMBER 192304

ALTA/NSPS LAND TITLE SURVEY
 OF
 1300-1440 S MILWAUKEE AVE
 LIBERTYVILLE, IL
 LAKE COUNTY
 6Dvi 2
ASM AMERICAN SURVEYING & MAPPING INC.
 3181 WASHINGTON BLVD., SUITE 200, ORLANDO, FLORIDA 32803
 PHONE (407) 426-7979 WWW.ASMCORPORATE.COM



6D1ic LEGEND AND ABBREVIATIONS

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- INTERNAL PROPERTY LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- SURVEY TIE LINE
- POND LIMITS
- BUILDING FEATURE
- BUILDING
- GUARDRAIL
- WALL
- CURB LINE
- OVERHEAD ELECTRIC LINE
- FOUND MONUMENT (AS NOTED)
- SET 5/8" XCEL CAPPED IR
- TITLE EXCEPTION NUMBER
- ENCROACHMENT LETTER
- PARKING COUNT
- MANHOLE (SANITARY, STORM, MISC)
- FIRE HYDRANT
- VALVE (GAS, WATER)
- HANDICAP PARKING
- DRAINAGE INLETS
- STREET LIGHT
- AREA LIGHT
- TRAFFIC SIGNAL LIGHT
- TELEPHONE PEDESTAL
- METER (ELECTRIC, GAS)
- VAULT (TRAFFIC, ELECTRICAL)
- FLAGPOLE
- CONCRETE BOLLARD
- TRANSFORMER
- FIRE DEPARTMENT CONNECTION
- IRON ROD
- IRON PIPE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- BUILDING HEIGHT LOCATION
- RECORD & MEASURED
- SQUARE FEET
- BACK OF CURB
- LANDSCAPE AREA
- CONCRETE SURFACE



LINE TABLE

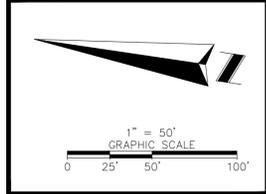
LINE	LENGTH	BEARING
L1(M&R)	431.00'	N10°00'47"W
L2(M&R)	5.00'	S79°42'05"W
L3(M&R)	212.07'	N10°00'47"W
L4(M&R)	5.00'	S79°59'13"W
L5(M&R)	784.07'	N10°00'47"W
L6(M&R)	34.78'	N35°54'07"E
L7(M&R)	139.50'	N81°49'21"E
L8(M&R)	60.35'	S10°00'47"E
L9(M&R)	96.27'	S10°00'47"E
L10(M&R)	4.00'	S79°59'13"W
L11(M&R)	79.16'	S10°00'47"E
L12(M&R)	34.06'	N79°59'13"E
L13(M&R)	160.09'	N59°59'13"E
L14(M&R)	63.32'	S43°56'56"E
L15(M&R)	1045.48'	S10°00'47"E
L16(M&R)	605.00'	S79°42'05"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1(M&R)	90.08'	285.00'	18°06'34"	N89°07'22"W	89.71'
C2(M&R)	11.67'	34.00'	19°39'57"	N00°10'48"W	11.61'
C3(M&R)	8.92'	26.00'	19°39'25"	S00°10'32"E	8.88'
C4(M&R)	7.07'	4.50'	90°04'17"	S54°59'41"E	6.37'
C5(M&R)	20.94'	60.00'	19°59'46"	N69°59'06"E	20.83'
C6(M&R)	179.16'	480.00'	21°23'08"	S54°38'25"E	178.12'

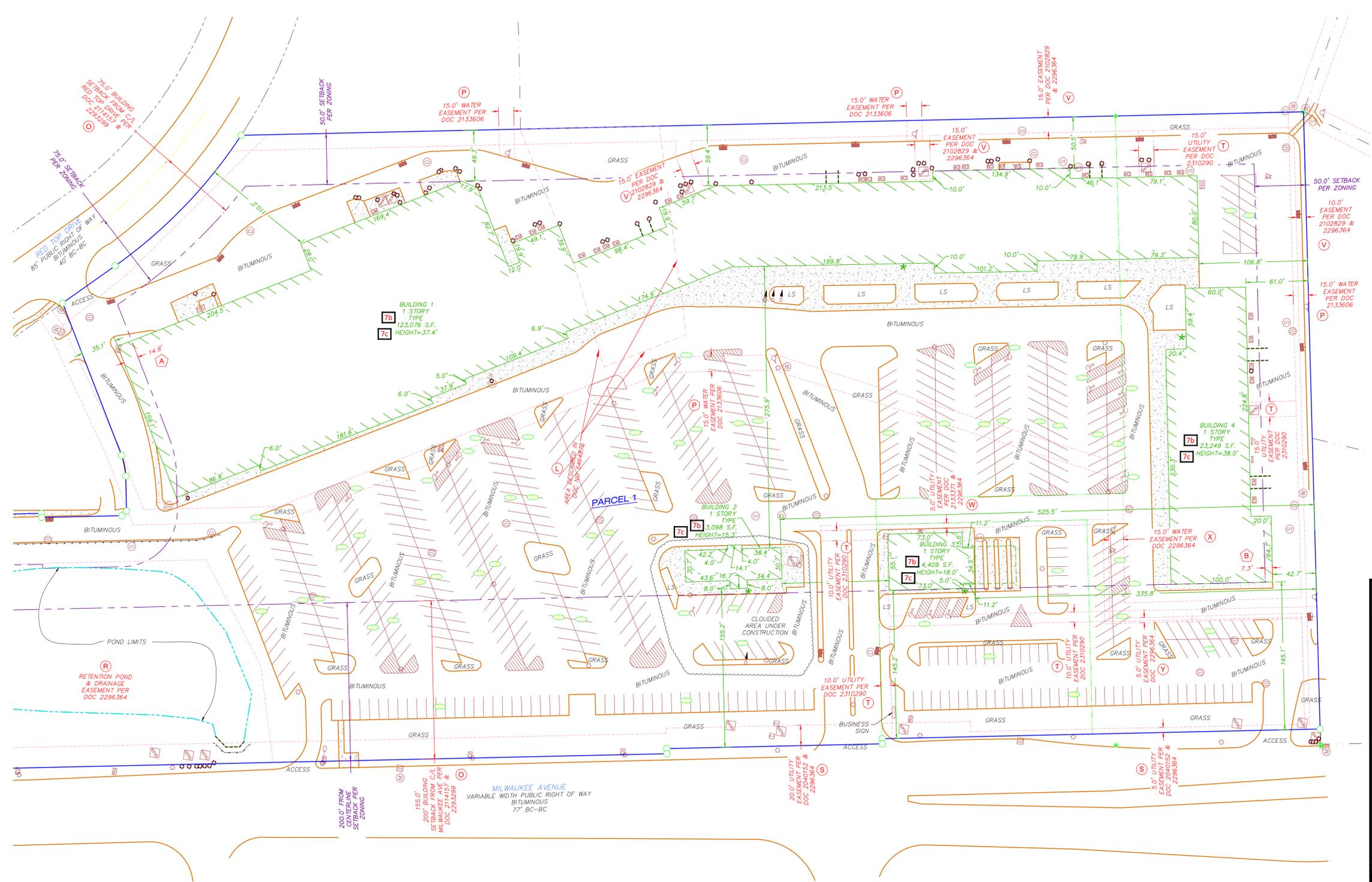
6D1ic ALTA/NSPS LAND TITLE SURVEY
 OF
 1300-1440 S MILWAUKEE AVE
 LAKE COUNTY LIBERTYVILLE, IL

ASM AMERICAN SURVEYING & MAPPING, INC.
 3191 MAGUIRE BLVD., SUITE 200
 ORLANDO, FLORIDA 32803
 PHONE (407) 426-7979
 WWW.ASMCORPORATE.COM



6D11c LEGEND AND ABBREVIATIONS

- PROPERTY LINE
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RED TOP PLAZA

1300-1440 S. Milwaukee Ave., Libertyville, IL 60048

For information: **Luke Sementa**

E: lsementa@sterlingorganization.com

P: 855-505-7239



UNIT	TENANT	SQ. FT.
1300	Jewel-Osco	66,844
1308	Vision Care	2,760
1310	Massage Motu & Chiropractic	3,000
1312	OneMain Financial	1,200
1314	Warhammer	1,200
1316	Asurion Tech Repair & Solutions	1,200
1318	Hunan Palace	2,400
1322	StretchLab	1,600
1324	Code Ninjas	2,736
1336	Pet Supplies Plus	6,400

UNIT	TENANT	SQ. FT.
1338	RE/MAX Suburban	6,400
1346	Available	1,600
1348	Available	1,600
1350	Fast Signs	2,500
1352	Athletico Physical Therapy	2,500
1354	Ki Martial Arts	2,500
1356	Available	2,500
1358	Foss Swim School	5,205
1400	Phenix Salon Suites	7,595
1408	Nails First	1,200

UNIT	TENANT	SQ. FT.
1410	Available	1,200
1412	Mandu	1,200
1414	Studio Elevate Fit	1,600
1416	L.A. Tan	1,600
1418	Great Lakes Dental	1,600
1420	Plato's Closet	3,200
1424	Available	1,600
1426	Available	1,600
1428	La Mera Mera Taqueria	1,600
1430	Available	800

UNIT	TENANT	SQ. FT.
1432	Tide Dry Cleaners	800
1434	H&R Block	1,200
1436	Lou Malnati's Pizzeria	1,300
1438	Max's Dawg House	1,300
1440	Hertz	1,300
1326	Burger King	3,000
1366	AFC Urgent Care (Coming Soon)	4,000

Total Square Feet: 151,840



Image# 059154980007 Type: DW
 Recorded: 03/16/2020 at 01:10:43 PM
 Receipt#: 2020-00015607
 Page 1 of 7
 Fees: \$38,685.00
 IL Rental Housing Fund: \$9.00
 Lake County IL Recorder
 Mary Ellen Vanderventer Recorder

File **7641753**

CCIT1904946 LD De 1 of 1
THIS INSTRUMENT PREPARED BY:

Andrea L. Briski
 Stahl Cowen Crowley Addis LLC
 55 West Monroe, Suite 1200
 Chicago, Illinois 60603

UPON RECORDING RETURN TO:

Willkie Farr & Gallagher LLP
 787 Seventh Avenue
 New York, New York 10019
 Attention: David C. Drewes, Esq.

REAL ESTATE TRANSFER TAX



County:	\$12,875.00
Illinois:	\$25,750.00
Total:	\$38,625.00
Stamp No:	1-696-649-056
Declaration ID:	20200204928306
Instrument No:	7641753
Date:	16-Mar-2020

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of March 9, 2020, from **IRC RED TOP PLAZA, L.L.C.**, a Delaware limited liability company (“Grantor”), having an address of 814 Commerce Drive, Suite 300, Oak Brook, Illinois 60523, to **SUP II RED TOP PLAZA, LLC**, a Delaware limited liability company (“Grantee”), having an address of 302 Datura Street, Suite 100, West Palm Beach, Florida 33401.

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED and does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, all of Grantor’s interest in the real property located in Lake County, Illinois, and being more particularly described on Exhibit A attached hereto, together with all of the Grantor’s right, title and interest in the improvements, hereditaments, easements and appurtenances thereunto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all of the estate, right, title, interest, claim or demand whatsoever either in law or in equity, of, in and to the above described premises, with the improvements, hereditaments, easements and appurtenances (collectively, the “Property”).

This conveyance is made and accepted subject those matters set forth in Exhibit B attached hereto and made a part hereof (collectively, the “Permitted Exceptions”).

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee and Grantee’s successors and assigns in fee simple forever; and, subject to the Permitted Exceptions, Grantor does hereby warrant the title to the Property and will defend the title to the Property against the lawful claims of every person claiming by, through, or under Grantor, but not otherwise.

[Signature on Following Page; Remainder of Page Intentionally Left Blank]

OR
(7)

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

GRANTOR:

IRC RED TOP PLAZA, L.L.C.,
a Delaware limited liability company

By: IRC Retail Centers LLC,
a Delaware limited liability company
its Manager

By: Peter Foran
Name: Peter Foran
Title: VP - Portfolio Management

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that on this 4th day of March, 2020 Peter Foran, personally known to me to be the VP of IRC Retail Centers LLC, a Delaware limited liability company, Manager of IRC Red Top Plaza, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such the VP, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

My commission expires: [Signature]
Notary Public



SEND SUBSEQUENT TAX BILLS TO:

SUP II Red Top Plaza, LLC
c/o Sterling Organization
302 Datura Street
West Palm Beach, Florida 33401
Attention: Jordan M. Fried

[Signature Page to Special Warranty Deed – Red Top Plaza]

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1, 2 AND 3 IN RED TOP PLAZA, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1984 AS DOCUMENT NUMBER 2296364, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR PARKING, DRIVEWAYS AND PEDESTRIAN WALKWAYS FOR THE BENEFIT OF THE LOTS IN PARCEL 1 OVER THE LOTS IN PARCEL 1 AS SET FORTH IN DECLARATION OF UNIFIED DRIVEWAY AND PARKING EASEMENTS RECORDED FEBRUARY 23, 1983 AS DOCUMENT NUMBER 2199771, AS MODIFIED BY SUPPLEMENTAL DECLARATION OF EASEMENTS RECORDED AUGUST 6, 1984 AS DOCUMENT NUMBER 2301500, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1, TAKEN AS A TRACT, FOR INGRESS AND EGRESS OVER "EXTENSION DRIVEWAYS" TO ARTAIUS PARKWAY OVER LOTS 2 AND 3 IN ARTAIUS SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 27 AND PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 1979 AS DOCUMENT 2012025, SAID EASEMENT CREATED BY INSTRUMENT RECORDED OCTOBER 15, 1980 AS DOCUMENT 2083755 AND FIRST AMENDMENT THERETO RECORDED APRIL 7, 1986 AS DOCUMENT 2432045, IN LAKE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

11-28-211-005 (AFFECTS PART OF LOT 1)
11-28-403-086 (AFFECTS PART OF LOT 1)
11-28-403-006 (AFFECTS LOT 2)
11-28-403-005 (AFFECTS LOT 3)

PROPERTY ADDRESS: 1300-1440 S. MILWAUKEE AVENUE
LIBERTYVILLE, ILLINOIS 60048

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2019 AND 2020 REAL ESTATE TAXES AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBERS:

11-28-211-005 (AFFECTS PART OF LOT 1)
11-28-403-086 (AFFECTS PART OF LOT 1)
11-28-403-006 (AFFECTS LOT 2)
11-28-403-005 (AFFECTS LOT 3)

2. MEMORANDUM OF LEASE DATED SEPTEMBER 10, 1980 AND RECORDED OCTOBER 15, 1980 AS DOCUMENT 2083754, MADE BY AND BETWEEN CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1979 AND KNOWN AS TRUST NUMBER 24097, LESSOR, AND JEWEL COMPANIES INC., A NEW YORK CORPORATION, LESSEE, DEMISING PART OF THE LAND HEREIN FOR THE TERM OF YEARS BEGINNING DECEMBER 31, 1980 AND ENDING DECEMBER 31, 1996, WITH THREE 5 YEAR EXTENSION OPTIONS, AND ALL RIGHTS THEREUNDER OF AN ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.

(AFFECTS LOTS 1, 2 AND 3)

3. TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THE NO FURTHER REMEDIATION LETTER ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND RECORDED DECEMBER 26, 2003 AS DOCUMENT NUMBER 5464876.

(AFFECTS PART OF LOT 1)

4. PROVISIONS CONTAINED IN AND OBLIGATIONS ESTABLISHED BY THE AMENDED DECLARATION MADE BY ROGERS RED TOP INC., RECORDED DECEMBER 29, 1978 AS 1969846.
5. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE DECLARATION OF EASEMENT FOR ARTAIUS PARKWAY - RED TOP DRIVE ACCESS RECORDED OCTOBER 15, 1980 AS DOCUMENT 2083755 GRANTING EASEMENT OVER "EXTENSION DRIVEWAYS" TO BE LOCATED ON THE LAND HEREIN, AS AMENDED BY INSTRUMENTS RECORDED AS DOCUMENT 2301500 AND AS DOCUMENT 2432045 GRANTING AN EASEMENT OVER "EXTENSION DRIVEWAYS" TO BE LOCATED ON THE LAND.

6. AN ORDINANCE APPROVING, WITH MODIFICATIONS, THE RECOMMENDATION FOR APPROVAL BY THE PLAN COMMISSION OF THE

SPECIFIC IMPLEMENTATION PLAN SUBMITTED FOR RED TOP PLAZA, A PROPOSED SHOPPING CENTER ON THE LAND HEREIN SAID ORDINANCE NO. 80-O-3 RECORDED MAY 21, 1981 AS DOCUMENT 2114157, AS SUPPLEMENTED BY ORDINANCE NO. 84-O-26 RECORDED JUNE 29, 1984 AS DOCUMENT 2293299, AND THE TERMS, CONDITIONS PROVISIONS THEREIN CONTAINED.

NOTWITHSTANDING OTHER PROVISIONS THEREIN, SAID ORDINANCES PROVIDE FOR: A MINIMUM SET BACK OF 85 FEET FROM THE CENTERLINE OF MILWAUKEE AVENUE FOR PARKING AREAS, PROVIDED THAT A GREEN BELT IS MAINTAINED ON THE EASTERLY 40 FEET OF THE SET BACK AREA; AND A MINIMUM SET BACK OF 75 FEET FROM THE CENTERLINE OF RED TOP DRIVE FOR PERMANENT BUILDINGS AND STRUCTURES; AND CANOPIES EXTENDING UP TO 10 FEET INTO THE 200 FOOT SET BACK FROM MILWAUKEE AVENUE ARE APPROVED.

7. WATER MAIN EASEMENT TO CONSTRUCT, LAY, OPERATE, REPAIR, ETC., WATER MAINS AND ASSOCIATED FACILITIES BETWEEN CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 24097, AND THE VILLAGE OF LIBERTYVILLE, AN ILLINOIS MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, IN, ALONG, THROUGH, UNDER AND/OR UPON A STRIP OF LAND AS SHOWN ON EXHIBIT "A" ATTACHED THERETO AS GRANTED BY INSTRUMENT DATED JULY 12, 1981 AND RECORDED OCTOBER 2, 1981 AS DOCUMENT 2133606 AND THE CONDITIONS AND OBLIGATIONS CONTAINED THEREIN, AND AS DEPICTED ON AND PARTIALLY VACATED BY PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364.

(AFFECTS LOTS 1 AND 2)

8. NOTATIONS ON THE PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364 AS FOLLOWS:

THE GRANTOR AGREES WITH THE VILLAGE OF LIBERTYVILLE THAT FOR PURPOSES OF THE LIBERTYVILLE ZONING ORDINANCE THE ENTIRE SUBDIVISION SHALL BE TREATED AS ONE UNIFIED DEVELOPMENT.

WATER MAIN EASEMENT PROVISIONS--A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH WATER SERVICE IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LIBERTYVILLE, ITS SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH WATER MAINS, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED LINES ON THE PLAT AND MARKED "EASEMENT FOR WATER MAIN", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER AND UNDER THE SURFACE OF EACH LOT TO

SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED LINES MARKED "EASEMENT FOR WATER MAIN" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVISION PROPERTY SHALL NOT BE ALTERED IN AN MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

9. RETENTION POND AND DRAINAGE EASEMENT OVER THE NORTHWESTERLY PORTION OF LOT 1, AS SHOWN ON PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364.
10. EASEMENT FOR WATER MAIN, SANITARY SEWER AND PUBLIC UTILITIES AS CREATED BY AN INSTRUMENT RECORDED DECEMBER 17, 1979 AS DOCUMENT 2040152 AND AS SHOWN ON PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364.

(AFFECTS THE WESTERLY PART OF LOTS 1, 2 & 3)

11. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2310290, AFFECTING PART OF LOT 3 AS SHOWN ON EXHIBIT "A" ATTACHED THERETO.
12. EASEMENTS, TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE DECLARATION OF UNIFIED DRIVEWAY AND PARKING EASEMENTS RECORDED FEBRUARY 23, 1983 AS DOCUMENT 2199771 AS AMENDED BY INSTRUMENT RECORDED AUGUST 6, 1984 AS DOCUMENT 2301500.
13. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2102829, AND AS DEPICTED AND NOTED ON THE PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364.

(AFFECTS LOTS 1 & 2)
14. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 2133371, AND AS DEPICTED AND NOTED ON THE PLAT OF RED TOP PLAZA SUBDIVISION RECORDED AS DOCUMENT 2296364.
15. FIFTEEN FOOT EASEMENT FOR WATER MAIN OVER LOTS 1 AND 2, AS CREATED BY AND DEPICTED ON PLAT OF RED TOP PLAZA RECORDED AS DOCUMENT 2296364. (AFFECTS LOTS 1 AND 2) FIVE FOOT EASEMENT FOR PUBLIC UTILITIES OVER LOT 2, AS CREATED BY AND DEPICTED ON PLAT OF RED TOP PLAZA RECORDED AS DOCUMENT 2296364.

(AFFECTS LOT 2)
16. RIGHTS OF TENANTS, AS TENANTS ONLY, WHICH RIGHTS DO NOT INCLUDE ANY RIGHTS OF FIRST REFUSAL TO PURCHASE OR ANY OPTIONS TO PURCHASE ALL OR ANY PORTION OF THE INSURED LAND.

Appendix 1



KIDSTRONG

HELPING KIDS WIN AT LIFE



KIDSTRONG

WHAT IS KIDSTRONG?

KidStrong is a [milestone accelerator](#) for kids walking through 11 years old.

We help parents [discover their child's superpowers](#) and [build future-ready kids who are confident making friends, run the playground, and raise their hand high in the classroom.](#)

In other words... [kids who will win at life.](#) We do this by giving parents the tools to [build stronger kids](#) at our centers and at home:

- [Private Training Centers](#) run classes with custom equipment and KidStrong-Certified Coaches for KidStrong members
- [Online Access](#) to Experts and Training Programs for parents and kids to continue making progress at home

TRAINING BUILT TO EMPOWER

KidStrong uses the latest research to help kids develop resilience, independence, and self-worth. We use our ["whole child" curriculum and affirmation](#) to help [empower kids to be the hero of their own story.](#)



[LEARN MORE HERE!](#)

KIDSTRONG

KIDSTRONG'S THREE PILLAR CURRICULUM

KidStrong's curriculum is based on the latest in developmental science and leverages experts in the fields of pediatric occupational therapy, child development, sports physiology, and physical education.



STRONG CHARACTER

A curriculum focused on life skills and helping kids be more confident and mentally tough.



STRONG BODY

Programming designed to increase physical literacy, strength, and general athleticism.



STRONG BRAIN

Programming focused on improving mental development, problem-solving, and creativity.

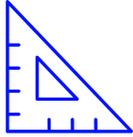


LEARN MORE

Scan to learn more about KidStrong's science-based curriculum.

KIDSTRONG

SITE REQUIREMENTS



3,000 - 5,000
SQUARE FEET

10'

MINIMUM
HEIGHT



200 AMPS
OF ELECTRICAL

39'

MINIMUM
WIDTH



1 TON PER 235 SF
OF HVAC



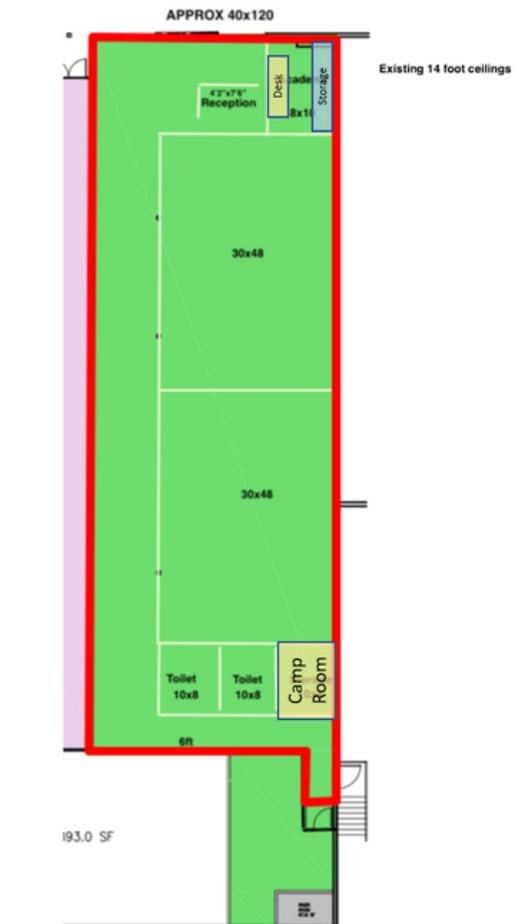
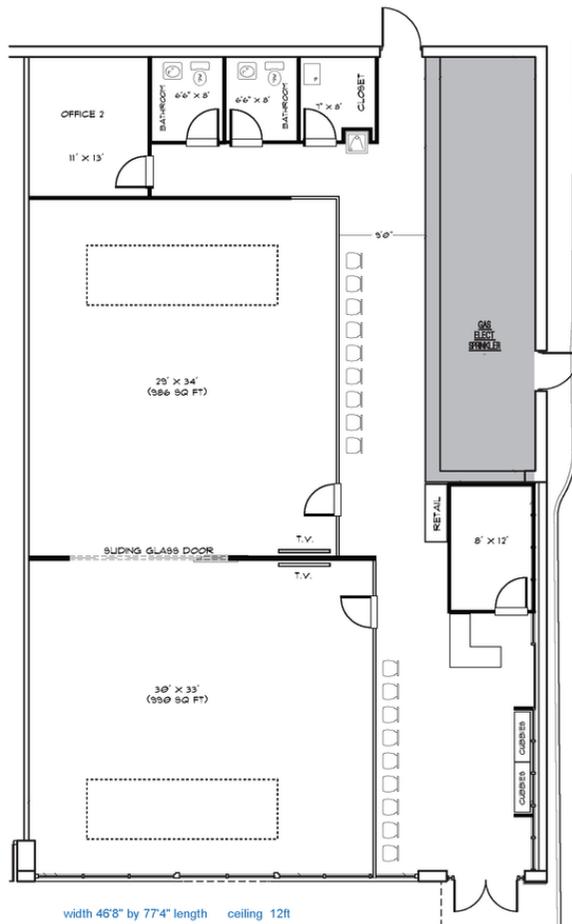
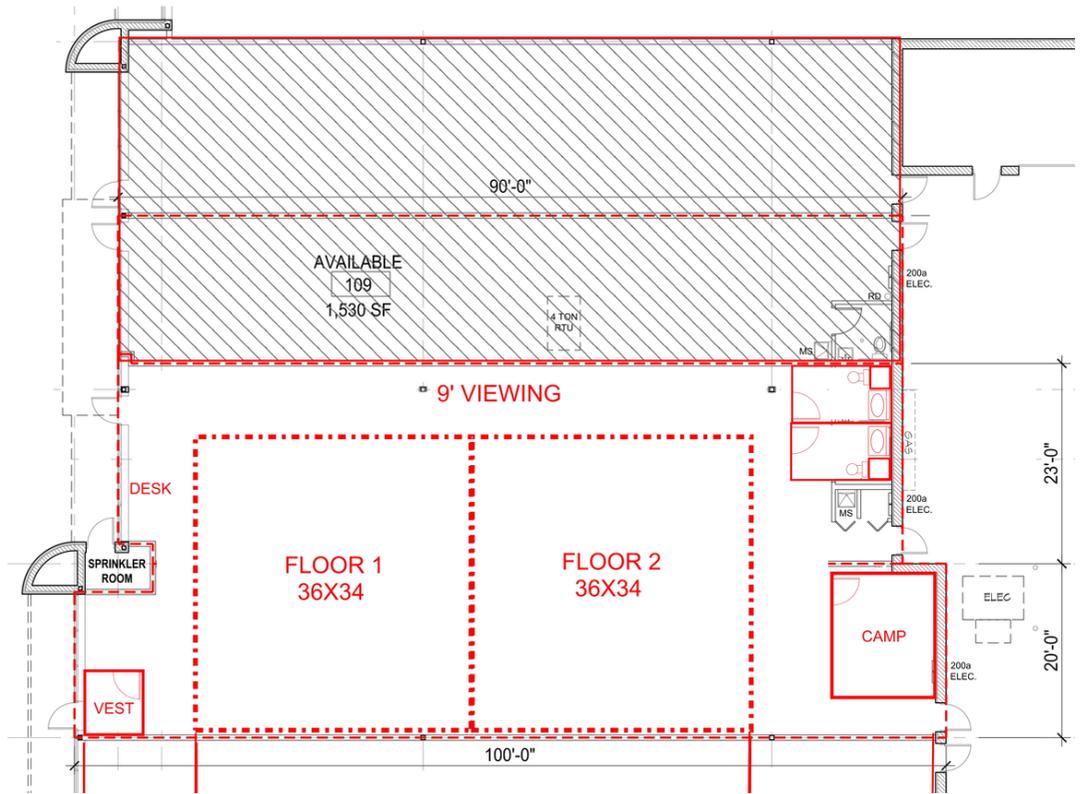
10 YEAR
LEASE TERM



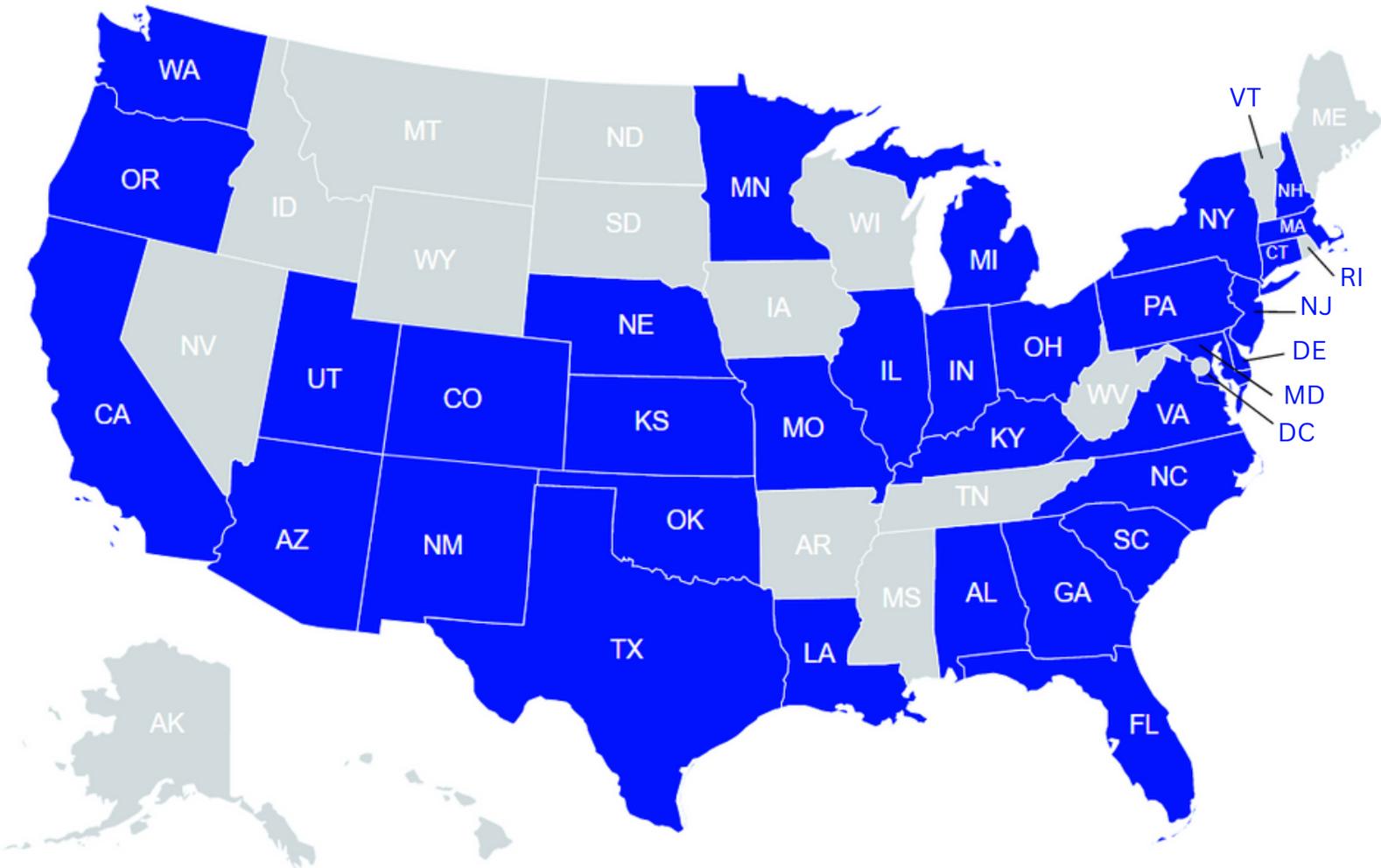
2 ADA COMPLIANT
RESTROOMS

KIDSTRONG

EXAMPLE LAYOUTS



**KidStrong currently has
100+ open locations in 32 states,
and 2 countries**



KIDSTRONG



KIDSTRONG



morrow HILL
FRANCHISE REAL ESTATE STRATEGIES

DALLAS, TX
972.484.6646

BEVERLY HILLS, CA
310.984.6808

NEW YORK, NY
212.573.4044