STATE OF ILLINOIS  
COUNTY OF C O O K ) SS.  
COUNTY OF W I L L   

CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2015-R-038

RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH BRIXMOR/IA TINLEY PARK PLAZA LLC FOR PROPERTY NEAR 15903-15915 S HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT

which was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 3rd day of November, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 3rd day of November, 2015.

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 3rd day of November, 2015.

[Signature]
Village Clerk
RESOLUTION NO. 2015-R-038

RESOLUTION APPROVING AND ACCEPTING A SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT WITH BRIXMOR/IA TINLEY PARK PLAZA, LLC FOR PROPERTY NEAR 15903-15915 S HARLEM AVENUE WITHIN THE TINLEY PARK PLAZA PLANNED UNIT DEVELOPMENT

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois have considered a Sidewalk and Public Access Easement Agreement (the "Agreement"), between Brixmor/IA Tinley Park Plaza, LLC, a Delaware limited liability company ("Owner") and the Village of Tinley Park, Cook and Will Counties, Illinois, an Illinois Municipal Corporation ("Village"), a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1 and determined that said Agreement is in the best interest of the Village of Tinley Park and its residents.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of and operative provisions of this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Agreement be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: The Agreement attached hereto as EXHIBIT 1 entitled "Sidewalk and Public Access Easement Agreement" is hereby adopted and approved.
Section 5:  This Resolution shall be in full force and effect upon its adoption and approval.

AYES:  Maher, Grady, Pannitto, Vandenberg, Younker, Brady

NAYS:  None

ABSENT:  None

APPROVED this 3rd day of November, 2015.

[Signature]
President

ATTEST:
[Signature]
Village Clerk
SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT

THIS SIDEWALK AND PUBLIC ACCESS EASEMENT AGREEMENT (the "Agreement") is made as of the Effective Date (as that term is defined below) by and between BRIXMOR/IA TINLEY PARK PLAZA, LLC., a Delaware limited liability company ("Owner"), and the VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, an Illinois Municipal Corporation ("Village").

RECITALS:

A. Owner is the owner of the property legally described on Exhibit A attached hereto and made a part hereof (the "Property"); and

B. In accordance with the provisions of the Village’s Ordinance 2015-O-020 (Ordinance Approving a Substantial Deviation to the Existing Tinley Park Plaza Planned Unit Development - Brixmor) dated June 16, 2015, the Village has required that this Easement Agreement be entered into by the parties hereto; and

C. Owner desires to satisfy the Village’s aforesaid requirement by entering into this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are hereby incorporated herein as material to this Agreement and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SIDEWALK AND PUBLIC ACCESS EASEMENT GRANT. Owner hereby grants to the Village, for the use and benefit of the Village and the general public, a nonexclusive sidewalk and public access easement over the portion of the Property legally described on Exhibit B attached hereto and made a part hereof and depicted on Exhibit C attached hereto and made a part hereof. Owner is solely responsible to construct the sidewalk in the Easement at Owner’s cost in compliance with applicable building code provisions and thereafter the Village
will maintain said sidewalk at its expense, without contribution from Owner except as otherwise agreed or provided by ordinance.

2. **NOTICES.** All notices or communications herein required or that a party hereto desires to give to the other ("notice" or "notices") shall be in writing and sent by (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier service that provides a receipt. In either case, notices shall be sent to the following addresses (or such other addresses as the parties may give notice of hereunder):

   **If to Owner:**
   Brixmor/IA Tinley Park Plaza, LLC  
c/o Brixmor Property Group  
40 Skokie Blvd., Suite 600  
Northbrook, IL  60062  
Attn: Legal Dept

   **With a copy to:**
   Brixmor/IA Tinley Park Plaza, LLC  
c/o Brixmor Property Group  
450 Lexington Avenue, 13\(^{th}\) Floor  
New York, NY  10017  
Attn: Legal Dept.

   **If to the Village:**
   Village of Tinley Park  
Attn: Village Manager  
16250 S. Oak Park Ave.  
Tinley Park, IL  60477

   **With a copy to:**
   Klein, Thorpe and Jenkins, Ltd.  
Attn: Terrence M. Barnicle, Village Attorney  
20 North Wacker Drive, Suite 1660  
Chicago, IL  60606

Notices sent by certified mail shall be effective three (3) business days after mailing. Notices sent by courier shall be effective one (1) business day after delivery to the courier service.

3. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

4. **HEADINGS.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

5. **MODIFICATION.** This Agreement cannot be changed, modified, waived or discharged except by written agreement signed by the parties hereto.

6. **RECORDING.** This Agreement shall be recorded against the Property in the Office of the Recorder of Deeds of Cook County, Illinois and Owner shall be responsible for the recording fees.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducement to the signing of this Agreement that are in effect.

8. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective as of ____________, 2015.

[Signatures to Follow]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

OWNER:

BRIXMOR/IA TINLEY PARK PLAZA, LLC,
a Delaware limited liability company

By: Brixmor/IA JV Pool B, LLC,
a Delaware limited liability company,
its sole member

By: Brixmor/IA JV, LLC,
a Delaware limited liability company,
its sole member

By: Brixmor IA JV Manager, LLC,
a Delaware limited liability company,
its manager

By: Thomas W. Litzler
Its: Executive Vice President,
President West Region

VILLAGE:

VILLAGE OF TINLEY PARK, ILLINOIS

By: David G. Seaman
Name: President
Its: President

ATTEST:

Patrick E. Rea, Village Clerk
STATE OF ILLINOIS
   )
   ) SS.
COUNTY OF COOK
   )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that Thomas W. Litzler, personally known to me to be the Executive Vice President, President West Region of Brixmor/IA Tinley Park Plaza, LLC, 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 he is authorized to and has signed and delivered said instrument as his free and voluntary act and the free and voluntary act of Brixmor/IA Tinley Park Plaza, LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of September, 2015.

Notary Public
My commission expires: 6/18/2018

STATE OF ILLINOIS
   )
   ) SS.
COUNTY OF COOK
   )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that David G. Seaman, personally known to me to be the President of the Village of Tinley Park, an Illinois municipal corporation, and Patrick E. Rea, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3rd day of November, 2015.

Notary Public
My commission expires: 9/14/15
EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 IN THE PLAT OF TINLEY PARK PLAZA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 7, 2004 AS DOCUMENT NUMBER 0409818067, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 19, 304.50 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 57 MINUTES 11 SECONDS EAST, 359.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 551.85 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 45 SECONDS EAST, 154.13 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1,478.13 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS WEST, 513.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF HARLEM AVENUE, SAID POINT BEING 70.00 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 2,027.69 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

TOGETHER WITH RIGHTS CONTAINED IN AN EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED SEPTEMBER 20, 1995 AND RECORDED OCTOBER 3, 1995 AS DOCUMENT 95669296, BETWEEN THE VILLAGE OF TINLEY PARK, A MUNICIPAL CORPORATION AND THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, A NEW YORK CORPORATION, OVER THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 1 IN CENTENNIAL SUBDIVISION UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1984 AS DOCUMENT 27155558; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, EXTENDED SOUTH 80.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A

Exhibit A
TANGENTIAL CURVE CONCAVE TO THE NORTHEAST, RADIUS 32.00 FEET, CENTRAL ANGLE 79 DEGREES, 32 MINUTES, 42 SECONDS, 44.43 FEET; THENCE SOUTH 79 DEGREES, 32 MINUTES, 42 SECONDS EAST ALONG A TANGENT 65.00 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST RADIUS 24.00 FEET, CENTRAL ANGLE 26 DEGREES, 21 MINUTES, 27 SECONDS, 11.04 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CENTENNIAL DRIVE, AS HERETOFORE DEDICATED BY DOCUMENT 25509385Recorded July 9, 1980; THENCE SOUTH 11 DEGREES, 18 MINUTES 53 SECONDS WEST, 31.79 FEET TO A POINT ON A 24.00 FOOT RADIUS, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 34 DEGREES, 51 MINUTES, 51 SECONDS WEST FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 10.12 FEET, CENTRAL ANGLE 24 DEGREES, 10 MINUTES, 05 SECONDS; THENCE NORTH 79 DEGREES, 18 MINUTES, 14 SECONDS WEST ALONG TANGENT, 34.70 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST, RADIUS 37.00 FEET, CENTRAL ANGLE 102 DEGREES, 00 MINUTES, 19 SECONDS, 65.87 FEET; THENCE SOUTH 01 DEGREES, 18 MINUTES, 33 SECONDS EAST ALONG TANGENT 24.82 FEET; THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 39.00 FEET, CENTRAL ANGLE 39 DEGREES, 04 MINUTES, 44 SECONDS, 26.66 FEET TO A POINT ON AFORESAID WESTERLY LINE EXTENDED SOUTH OF LOT 1 IN CENTENNIAL SUBDIVISION; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE EXTENDED 150.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
EXHIBIT B

LEGAL DESCRIPTION OF SIDEWALK EASEMENT

LEGAL DESCRIPTION OF PUBLIC ACCESS SIDEWALK EASEMENT:

That part of Lot 1 in Tinley Park Plaza Subdivision, according to the Plat thereof Recorded April 7, 2004, as Document Number 0409818067, being a Subdivision of that part of the Northwest Quarter of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in the Village of Tinley Park, Cook County, Illinois,

Described as follows: Commencing at the Northwest corner of said Lot 1, thence South 00°00'00" West, along the West line of Lot 1, for a distance of 177.44 feet to a Point of Beginning; thence continuing South 00°00'00" West, along the West line of Lot 1, for a distance of 106.37 feet; thence North 96°00'00" East 9.68 feet; thence North 12°04'32" West 10.47 feet; thence North 00°00'00" East 36.54 feet; thence North 07°13'37" West 60.07 feet to the Point of Beginning, all in Cook County, Illinois.

P.L.N. 28-19-100-057-0000
EXHIBIT C

SIDEWALK EASEMENT EXHIBIT

EXISTING PUBLIC UTILITY EASEMENT PER
DOC. 0409818087 AND COMMONWEALTH
EDISON & I.B.T. EASEMENT PER DOC. L1279882

EXISTING PUBLIC UTILITY EASEMENT PER
DOC. 0409818087 AND COMMONWEALTH
EDISON & I.B.T. EASEMENT PER DOC. L1279882

PART OF

LOT 1

OF
TINLEY PARK PLAZA
SUBDIVISION

LEGEND

PUBLIC ACCESS SIDEWALK EASEMENT

Sheet 1 of 2
15-021-EASE

08-14-15

Exhibit C