

PARKING AGREEMENT

This PARKING AGREEMENT is made this 8 day of July, 2022 between
ALANO CLUB OF JOLIET (ALANO) and JOLIET HILLCREST SHOPPING CENTER, LLC (HSC).

The following recitals of fact are a material part of this Parking Agreement ("Agreement"):

- A. HSC is the fee owner of 1701 N. Larkin Ave Crest Hill, IL 60403 ("Property A").
- B. ALANO is purchasing 1807 Plainfield Rd. Crest Hill, IL 60403 on Exhibit "A"
("Property B").
- C. In order for ALANO to purchase and use the property (1807 Plainfield Rd. Crest Hill, IL 60403) for their intended purpose and enjoyment, The City of Crest Hill requires a parking agreement allowing ALANO to partially use HSC's designated parking spaces of Property A.
- D. ALANO has the right to use all parking spaces located at 1807 Plainfield Rd. Crest Hill, IL 60403.
- E. HSC is allowing ALANO the non exclusive use of thirteen (13) and thirty (30) parking spaces identified in "Exhibits B1-B3."
- F. This Parking Agreement will be used as an exhibit to the special use permit ordinance that must be processed for ALANO's special use permit request with the City of Crest Hill.
- G. The City of Crest Hill acknowledges that this Agreement is terminable at any time by HSC at the sole and absolute discretion of HSC.
- H. This Agreement is applicable and binding to the successor or assigns in interest of HSC and ALANO.

NOW AND THEREFORE, in consideration of the premises, contained herein, the following grant and agreement is made;

1. Termination of Parking Agreement

This Parking Agreement shall remain in place until notice of termination in HSC's sole and absolute discretion is given by HSC, its successors, assigns or any party that succeeds HSC and delivered to ALANO, its successor, assigns or any party that succeeds ALANO at the Notice address. ALANO acknowledges that they may be denied partial or full use of Property B if this Agreement is terminated. HSC shall not be liable for any damages or use of Property B or any cost whatsoever to ALANO or any successor as a result of termination of this Agreement effecting the special use permit or any other effect.

2. Maintenance of the Parking Agreement

ALANO shall be responsible for repairing and maintaining all parking spaces at: 1807 Plainfield Rd. Crest Hill, IL 60403.

HSC shall be responsible for repairing and maintaining all parking spaces "identified on Exhibits B1-B3" at: 1701 N. Larkin Ave Crest Hill, IL 60403, except with the following condition. If the shared parking spaces, identified in "Exhibit B1 – B3" are partially or fully destroyed by fire, tornado, wear and tear, other act of God or otherwise, ALANO and HSC shall share the cost of repair, replacement, resurfacing, and maintenance equally (50/50).

3. Insurance.

ALANO agrees to maintain owner's and liability insurance on their property, and their policy shall include insurance for the shared parking spaces. ALANO shall annually give HSC and A&R Katz Management, INC an insurance certificate naming both as additional insured.

Failure to deliver said certificate shall be deemed to be a default and this agreement shall terminate. The Insurance limits shall be as required by HSC.

4. Governing Law

It is agreed that this Parking Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Illinois.

5. Attorney fees or Other Costs

In the event that any action is filed against HSC due to the use of the parking spaces, ALANO shall defend and hold HSC harmless for all costs and damages and matters associated with said lawsuit.

6. Modification of Agreement

Any modification of this Parking Agreement or additional obligation assumed by either party in connection with this Parking Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

7. Relationship of the Parties

It is expressly agreed and understood that this Parking Agreement shall not operate or be construed to create a partnership or joint venture between the parties or any other legal obligation or relationship other than use of parking spaces as set forth in this Agreement.

8. No Waiver

The failure of either party to this to insist upon the performance of any terms of this Parking Agreement, shall not be construed as waiving any such terms, but the same shall continue and remain in full force as if no forbearance or waiver had occurred.

9. Paragraph Headings

The titles to the paragraphs of this Parking Agreement are solely for the convenience of the parties and shall be used to explain, modify, or and in the interpretation of the provisions of this Parking Agreement.

10. Indemnification.

ALANO agrees to defend, indemnify, and hold HSC harmless from all claims, demands, and liabilities which in any way arise out of or result from ALANO'S use of the shared parking spaces.

11. Notices.

Notice may be given by hand delivery, certified mail, email or by any recognized delivery service (ie FedEx.) Correspondence and notice to terminate this agreement between the parties shall be sent to:

ALANO CLUB OF JOLIET, By Tod Carter

Phone: 819-791-1098

Email: tjc83chicago@yahoo.com

Address: 101 Grove st Shorewood, IL, 60404

JOLIET HILLCREST SHOPPING CENTER, LLC

Phone: 847-205-1200

Email: abek@arkatz.com

Address:

Attn: Abe Katz

**3175 Commerical Ave, suite 100
Northbrook, IL 60062**


****SIGNATURE PAGE TO FOLLOW****

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8th day of
July, 2022

TOD CARTER	dotloop verified 07/07/22 5:33 PM CDT D1TO-F06X-UEPZ-PRGN
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ALANO CLUB OF JOLIET,

By Tod Carter

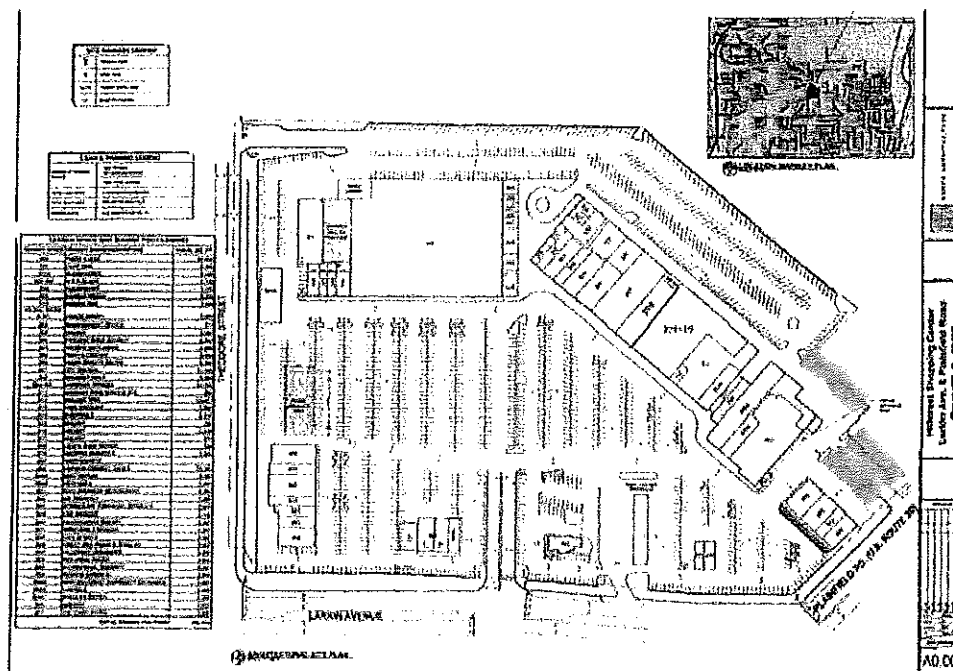
 by David Katz

JOLIET HILLCREST SHOPPING CENTER, LLC

By Abe Katz – Member of Manager

"Exhibit B1"

Re: Parking at Hillcrest Shopping Plaza, Joliet IL.



"Exhibit B 2"



Will County, Illinois
Tax Assessment Map
Revised for the 2020 Assessment
Copyrighted 2020 by Will County GIS Division

Will County, Illinois
The Board of Supervisors of Will County, Illinois, do hereby certify that the within map is a true and correct copy of the original map as the same was approved by the Board of Supervisors of Will County, Illinois, on the 11th day of June, 2020.



Denise Winfrey
County Executive
Rhonda R. Novak
Supervisor of Assessments

Subdivision List
5992670
Hickory Heights Sub
34-80
5992676
Jefferson Ave Sub
R53-011841

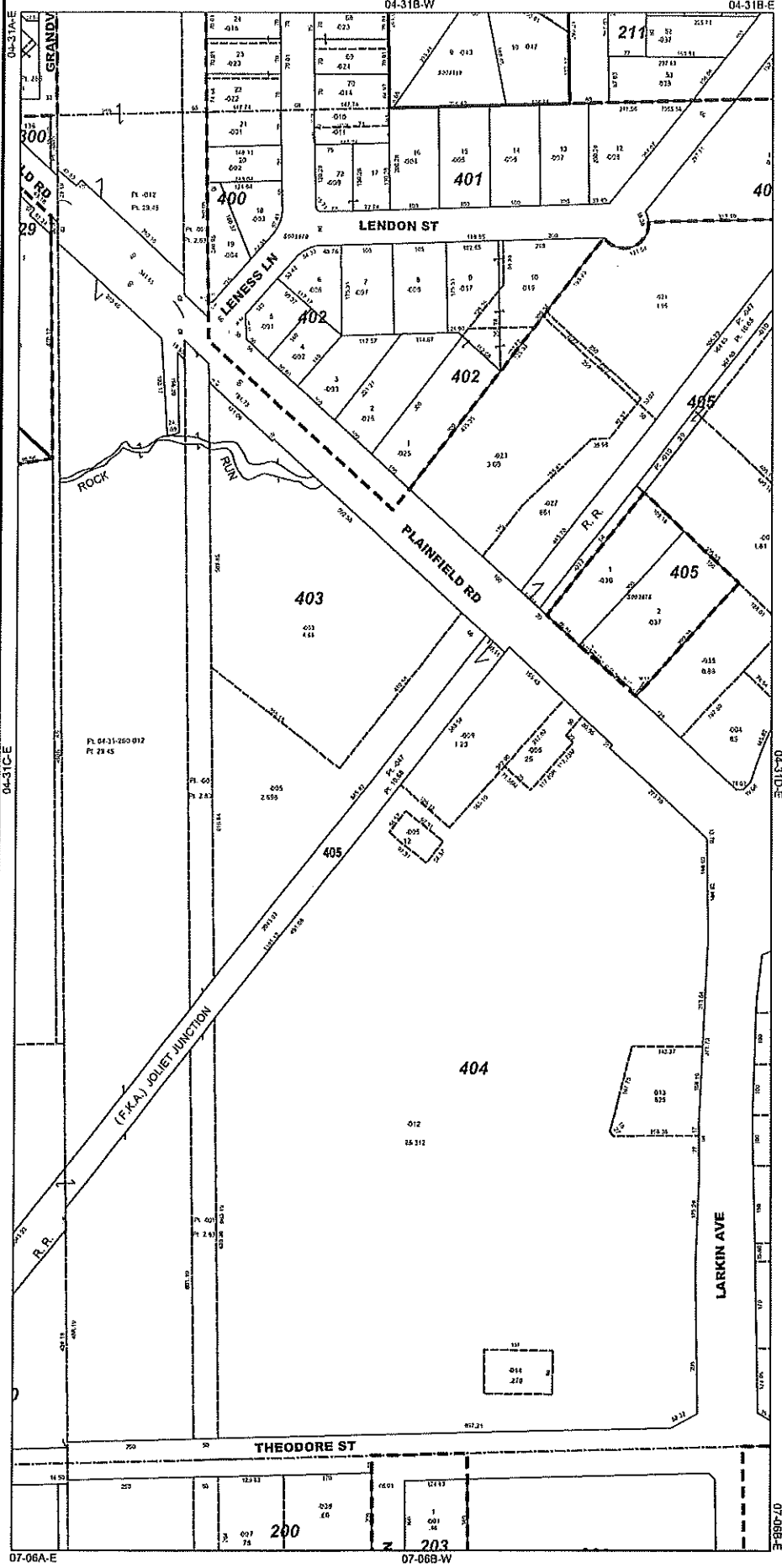


Exhibit B3