



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

~~Costco Wholesale Corporation~~
999 Lake Drive
Issaquah, Washington 98027

Attn: Corporate Counsel

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
11/06/2020 02:53 PM
RHSP

DOCUMENT # R2020-132107

Space Above For Recorder's Use Only

When Recorded Return To: Kim McBride
First American Title Insurance Company
National Commercial Services
30-N LaSalle St., Suite 2700 1480 Birdie Way
Chicago, IL 60602 Chesteron, IN
File No: NCS 984586-C 44304

CONSTRUCTION, OPERATION AND RECIPROCAL
EASEMENT AGREEMENT

By and Between

Norcor Naperville Associates L.L.C.,
an Illinois limited liability company

and

Costco Wholesale Corporation,
a Washington corporation

(MEL)

Location of Property:

NE Naperville, Illinois

PREPARED BY
MELTZER, PURTELL & STOLL LLC
1515 E. WOODFIELD RD SUITE 250
SCHAUMBURG, IL 60173
NCS 984586-C

{35383: 053: 02946280.DOCX :2 }

ARTICLE III

EASEMENTS

3.1. Easements. Each Owner hereby grants and conveys to each of the other Owners, for the benefit of the other Owners and their respective Parcels, the following easements in, to, over, and across each other Owner's Parcel:

(a) Access Easement. Each Parcel and Owner shall have nonexclusive easements in, to, over and across those portions of the Parking Area on each other Owner's Parcel intended for the passage of vehicles and pedestrians, including driveways, for vehicular (including service vehicles) and pedestrian ingress and egress, and access and the right of access between the public streets adjacent to the Project and each Owner's Parcel. Costco, as to those driveways (hereinafter individually a "**Permanent Access Driveway**" and collectively the "**Permanent Access Driveways**") designated as "*Permanent Access Driveway*" on the Site Plan and located on the Developer Parcels, and Developer, as to that driveway designated as "*Permanent Access Driveway*" on the Site Plan and located on the Costco Parcel, shall each have a non-exclusive easement in, to, over and across said driveways (hereinafter referred to as the "**Permanent Access Easements**") for vehicular and pedestrian ingress and egress and access (i) to the Costco Parcel over the Permanent Access Driveways located on the Developer Parcels and (ii) to the Developer Parcels over the Permanent Access Driveway located on the Costco Parcel. No Permanent Access Driveway may be moved, relocated, or closed nor any Building be located within fifteen (15) feet of any boundary line of any Permanent Access Driveway, without, in each instance, the unanimous consent of all Approving Owners; provided, however, the restriction set forth in this sentence prohibiting any Building to be located fifteen (15) feet of a Permanent Access Driveway without unanimous consent of the Approving Owners shall not be applicable if the Costco Parcel is No Longer Being Used for Retail.

(b) Parking. Each Parcel Owner and its Permittees shall, subject to the restrictions on employee parking set forth in Section 4.4(a) below, have a nonexclusive easement for the parking of motor vehicles over all striped parking spaces as presently or hereafter constructed and constituting a part of the Parking Area on a Parcel, as they exist from time to time.

(c) Drainage. Each of the Developer Parcels shall have a non-exclusive easement for purposes of draining storm water from said Developer Parcel over and through the pipes, conduits and other drainage facilities located on other Developer Parcels and/or on the portion of the Costco Parcel designated as "*Storm Water Easement Area*" on the Site Plan, the precise location of which will be established by a recorded plat of easement based upon as-built surveys of such facilities following completion of work thereon.

(d) Encroachment. Each Parcel shall have nonexclusive easements in, on, over and under the other Owner's Parcel for minor unintentional encroachments. The minor unintentional encroachment easements are easements in, on, over or under such Parcel as required from time to time for building overhangs, building support columns, canopies, eaves, foundations, slabs, footings, pillars and other minor encroachments. Such encroachments, however, shall be limited to a projection of no more than five (5) feet for footings and one (1) foot for other encroachments. Nothing contained in this subsection shall create easements for intentional

