

RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

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Space above this line is for the Recorder's use.

**DECLARATION OF EASEMENTS**

This Declaration of Easements (this "**Declaration**") is made as of the \_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**"), by BRIXMOR HOLDINGS 6 SPE, LLC, a Delaware limited liability company ("**Declarant**"), having an address at c/o Brixmor Property Group Inc., 450 Lexington Avenue, 13th Floor, New York, New York 10017, as the current Parcel One Owner (defined below), the current Parcel Two Owner (defined below), the current Parcel Three Owner (defined below), the current Parcel Four Owner (defined below), the current Parcel Five Owner (defined below) and the current Parcel Six Owner (defined below).

W I T N E S S E T H

WHEREAS, Declarant owns a certain shopping center (the "**Shopping Center**") located near the Northeast corner of Illinois Route 59 and Aurora Avenue, Naperville, Illinois, commonly known as Westridge Court, consisting of that certain real property described on Exhibit A-1 attached hereto and made a part hereof, the property boundary lines of which are generally depicted for illustrative purposes only on Exhibit A-2 attached hereto and made a part hereof; and

WHEREAS, the Shopping Center is comprised of that certain real property described on Exhibit B attached hereto and made a part hereof ("**Parcel One**"; and the present and each future owner of Parcel One, "**Parcel One Owner**"); that certain real property described on Exhibit C attached hereto and made a part hereof ("**Parcel Two**"; and the present and each future owner of Parcel Two, "**Parcel Two Owner**"); that certain real property described on Exhibit D attached hereto and made a part hereof ("**Parcel Three**"; and the present and each future owner of Parcel Three, "**Parcel Three Owner**"); that certain real property described on Exhibit E attached hereto and made a part hereof ("**Parcel Four**"; and the present and each future owner of Parcel Four, "**Parcel Four Owner**"); that certain real property described on Exhibit F attached hereto and made a part hereof ("**Parcel Five**"; and the present and each future owner of Parcel Five, "**Parcel Five Owner**"); and that certain real property described on Exhibit G attached hereto and made a part hereof ("**Parcel Six**"; and the present and each future owner of Parcel Six, "**Parcel Six Owner**"). Parcel One, Parcel Two, Parcel Three, Parcel Four, Parcel Five and Parcel Six are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**". Parcel One Owner, Parcel Two Owner, Parcel Three Owner, Parcel Four Owner, Parcel Five Owner and Parcel Six Owner are sometimes referred to herein individually as an "**Owner**" and collectively as the "**Owners**"; and

WHEREAS, Declarant is making this Declaration to grant and reserve certain easements upon the Parcels.

NOW, THEREFORE, Declarant hereby grants and declares as follows:

1. The preambles set forth above shall be deemed incorporated into this Declaration as if fully set forth in the body of this Declaration.

2. (a) Declarant hereby grants, declares and establishes to and for the benefit of each Owner and each of their respective Permittees (defined below), as an appurtenance to each Parcel, a non-exclusive easement for parking (but not storage) of automobiles, vans, motorcycles and other motor vehicles and of bicycles and other non-motor vehicles and a non-exclusive easement for vehicular ingress, egress and passage in, to, upon, over and across each of the Parking Areas (defined below) on the other Parcels as such Parking Areas may exist from time to time, to have and to hold such rights and easements unto each Owner and their Permittees, subject, however, to the terms of this Declaration. Declarant further hereby grants, declares and establishes to and for the benefit of each Owner and each of their respective Permittees, as an appurtenance to each Parcel, a non-exclusive easement for pedestrian ingress, egress and passage in, to, upon, over and across each of the Parking Areas and all sidewalks and walkways appurtenant thereto on the other Parcels as such Parking Areas, sidewalks and walkways may exist from time to time, to have and to hold such rights and easements unto each Owner and their Permittees, subject, however, to the terms of this Declaration. Notwithstanding the foregoing, in no event may any of the Parking Areas or any sidewalks or walkways appurtenant thereto on any Parcel be used by the Owner of any other Parcel or its Permittees for purposes other than those for which such Parking Areas, sidewalks and walkways are designed or intended. **"Permittee"** means any person or entity from time to time entitled to use and occupy any portion of any Parcel under an ownership right or any lease, sublease, assignment, license, concession, or other similar agreement and the employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, subtenants, and concessionaires of any such person or entity insofar as their activities relate to the intended or permitted use of the Parcels. **"Parking Areas"** means those areas designated by painted parking stripes and/or signage located on the Parcels dedicated to the parking of automobiles, vans, motorcycles and other motor vehicles and of bicycles and other non-motor vehicles, and all drive aisles, through lanes and entranceways appurtenant to such areas.

(b) Notwithstanding anything in this Declaration to the contrary (i) none of the owners or tenants of Parcel One, Parcel Two or Parcel Three (collectively, the **"West Parcels"**) shall be entitled to utilize any parking spaces within the Parking Areas located on any of Parcel Four, Parcel Five or Parcel Six (collectively, the **"East Parcels"**) for purposes of satisfying or otherwise complying with any municipal zoning laws, codes, rules or regulations governing or otherwise concerning parking requirements or parking compliance (collectively, **"Parking Regulations"**), and (ii) none of the owners or tenants of the East Parcels shall be entitled to utilize any parking spaces within the Parking Areas located on any of the West Parcels for purposes of satisfying or otherwise complying with Parking Regulations. The restrictions set forth in this Section 2(b) are for Parking Regulations compliance only and are not intended to diminish any easement rights granted pursuant to Section 2(a).

(c) For purposes of satisfying or otherwise complying with Parking Regulations: (i) Parcel Four shall be allocated 392 of the parking spaces (the **"Parcel Four Allocation"**) located within the Parking Areas existing from time to time on the East Parcels, which allocation shall at all times include all parking spaces located within the Parking Areas existing from time to time on Parcel Four, (ii) Parcel Six shall be allocated 387 of the parking spaces located within the Parking Areas existing from time to time on the East Parcels, and (iii) Parcel Five Owner shall have the right, at all times and in its sole discretion, to utilize (for Parcel Five) and/or to allocate to Parcel Four and/or Parcel Six the remaining parking spaces within the Parking Areas existing from time to time on the East Parcels. Notwithstanding the foregoing, in the event the number of parking spaces required for Parcel Four to comply with applicable Parking Regulations is reduced by changes in law or grant of relief after the

Effective Date, the Parcel Four Allocation shall automatically be deemed to be correspondingly reduced to such lower required amount (and shall in no event be increased thereafter) and Parcel Five Owner shall, after any such reduction, have control over any such additional parking spaces that are no longer required for Parcel Four to comply with applicable Parking Regulations.

3. Each Owner may, from time to time, build on and otherwise modify and reconfigure its Parcel, including, without limitation, the Parking Areas located on such Parcel, without notice to, or the consent of, the other Owners, provided that any such modifications and reconfigurations shall have been approved, to the extent required, by any governmental or quasi-governmental authority, entity or body (or any department, agency or political subdivision thereof) having jurisdiction over the Shopping Center or the applicable Parcel. Notwithstanding the foregoing, in no event shall any enclosed structure or other improvements be permanently placed in the area shown on **Exhibit H** attached hereto and made a part hereof.

4. Declarant hereby grants, declares and establishes to and for the benefit of each Parcel, as an appurtenance to each Parcel, a non-exclusive right and easement for the operation, maintenance, repair, and replacement of any Existing Utility Line (defined below) located on another Parcel and to allow any such Existing Utility Line to continue to be located over, across, upon, under or through such other Parcel in its existing location, in each case to the extent permitted by and subject to the terms and conditions of any underlying agreements related to any such utility easement areas, and subject, however, to the terms of this Declaration. Notwithstanding the foregoing, each Owner shall have the right, at any time and from time to time, at its sole cost and expense, to relocate (or cause to be relocated) any Existing Utility Line that benefits any other Owner(s) and is located on its Parcel to another location on its Parcel, provided that (i) such relocating Owner shall have obtained all required approvals (if any) from the appropriate governmental bodies and/or the applicable utility provider, (ii) such relocation does not cause any material or unreasonable interruption of the service provided by or through the Utility Line (defined below) being relocated, unless such interruption is approved in advance by the benefitted Owner(s), which approval shall not be unreasonably withheld, conditioned or delayed, (iii) such relocation does not materially and adversely affect the operation, or the cost of operation, maintenance or repair of the Utility Line being relocated, and (iv) such relocation is performed in a good and workmanlike manner in accordance with all applicable laws. In addition, each Owner shall have the right, at any time and from time to time, at its sole cost and expense, to install (or cause to be installed) new Utility Lines on, over, across, upon, under or through any Parcel(s) not owned by such Owner to the extent reasonably necessary to secure new utility services, and the Owner(s) of the other Parcel(s) on which such new Utility Lines will be located shall reasonably cooperate, at no cost or expense to such Owner(s), in taking all steps necessary or appropriate to accomplish the installation of any such new Utility Line, provided that (i) the benefitted Owner shall have obtained all required approvals (if any) from the appropriate governmental bodies and/or the applicable utility provider, (ii) the location of any new Utility Line shall be subject to the consent of the Owner of any burdened Parcel, which consent shall not be unreasonably withheld, conditioned or delayed, and (iii) the installation of any such new Utility Line shall be performed in a good and workmanlike manner in accordance with all applicable laws, and otherwise in accordance with any burdened Owner's reasonable conditions and requirements. Any new Utility Line installed in accordance with the immediately preceding sentence shall, once so installed, be deemed to be an Existing Utility Line for all purposes under this Declaration. "**Utility Line**" means any facilities and systems for the transmission, distribution or other provision of utility services, including, but not limited to, water drainage systems, water mains, sewer lines, lift stations, electrical conduits or systems, gas mains and other public or private utility facilities and systems providing service to any Parcel and all lines, conduits, connections, appurtenances, structures, equipment and facilities related to the installation or operation of any of the foregoing. "**Existing Utility Line**" means any Utility Line which is in existence as of the Effective Date, or any new Utility Line installed in accordance with this Section 4.

5. Each Owner covenants and agrees to maintain and keep all improved and unimproved portions of its Parcel(s) in good condition and repair, in compliance with all applicable laws and the provisions of this Declaration.

6. The fact that all interests in the Parcels are, as of the Effective Date, vested in Declarant, shall not cause a merger of those interests or any extinguishment of this Declaration or the rights and interests created by this Declaration. In addition, the future ownership of the Parcels by one person or entity shall not result in a merger of the rights granted herein or the obligations created hereby. It is intended that no merger occur and this Declaration remain in full force and effect from and after the Effective Date.

7. All provisions of this Declaration shall run with the land and shall be binding upon each Owner (including any successor owner(s) of each Parcel (or any portion thereof)), all tenants and occupants of each Parcel (or any portion thereof) and all those having any rights by, under or through any of them, and shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances. This Declaration shall inure to the benefit and burden of Declarant and any successor owner(s) of any Parcel (or any portion thereof). Any party acquiring any interest in any Parcel (or any portion thereof) shall, by virtue of acceptance of such interest, be deemed to have restated, assumed and agreed to be bound by the terms and conditions of this Declaration. At the time of any transfer of ownership in any Parcel (or any part thereof), the transferor shall be relieved of any liability accruing under this Declaration with respect to the transferred property from and after the date of such transfer.

8. No delay or omission by any Owner in the exercise of any right accruing upon any violation, breach or default by another Owner or any tenant or other occupant of any Parcel under this Declaration shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a violation, breach or a default of any of the terms and conditions of this Declaration by any other Owner or any tenant or other occupant of any Parcel, as applicable, shall not be construed to be a waiver of any subsequent violation, breach or default by such Owner or any tenant or other occupant of any Parcel, as applicable, of the same or any other provision of this Declaration.

9. All notices, requests, demands or other communications (“**Notices**”) hereunder shall be in writing and deemed given (a) when delivered personally, or (b) three (3) days after said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after the Notice is deposited with a nationally recognized overnight courier service with next business day delivery specified, addressed as follows:

If to Parcel One Owner: c/o Brixmor Property Group Inc.  
450 Lexington Avenue, 13<sup>th</sup> Floor  
New York, New York 10017  
Attn: General Counsel

If to Parcel Two Owner: c/o Brixmor Property Group Inc.  
450 Lexington Avenue, 13<sup>th</sup> Floor  
New York, New York 10017  
Attn: General Counsel

If to Parcel Three Owner: c/o Brixmor Property Group Inc.  
450 Lexington Avenue, 13<sup>th</sup> Floor  
New York, New York 10017  
Attn: General Counsel

If to Parcel Four Owner: c/o Brixmor Property Group Inc.  
450 Lexington Avenue, 13<sup>th</sup> Floor  
New York, New York 10017

Attn: General Counsel

If to Parcel Five Owner:

c/o Brixmor Property Group Inc.  
450 Lexington Avenue, 13<sup>th</sup> Floor  
New York, New York 10017  
Attn: General Counsel

If to Parcel Six Owner

c/o Brixmor Property Group Inc.  
450 Lexington Avenue, 13<sup>th</sup> Floor  
New York, New York 10017  
Attn: General Counsel

An Owner may change its address for Notices by giving written notice thereof to the other Owners in the manner set forth herein. The attorneys for the Owners may give Notices on behalf of their respective clients.

10. The term of this Declaration shall be for ninety-nine (99) years from the Effective Date. Upon expiration of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration shall terminate and have no further force or effect; provided, however, that the expiration of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against the other Owners with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such expiration.

11. This Declaration shall not be amended, modified or terminated except by a written instrument executed by all Owners.

12. Each Owner may, at any time and from time to time, in connection with the sale or transfer of such Owner's Parcel, or in connection with the financing or refinancing of such Owner's Parcel by mortgage, deed of trust or sale leaseback made in good faith and for value, deliver written Notice to the other Owners requesting such Owners to certify in writing that to the actual knowledge of the certifying Owner, (a) this Declaration is in full force and effect, (b) this Declaration has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting Owner is not in default in the performance of its obligations under this Declaration, or, if in default, describing the nature of any and all defaults. The Owner receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

13. In the event any provision or portion of this Declaration is held by final judgment of any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

14. Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Owners. It is understood that the relationship between the Owners is an arms' length one that shall at all times be and remain separate. No Owner shall have the right to act for or on behalf of the other Owners, as agent or otherwise, unless expressly authorized to do so herein or by a separate written instrument signed by the Owner to be charged or bound.

15. This Declaration is to be governed, construed and enforced in accordance with the laws of the State of Illinois.

16. **Notice of City of Naperville Ordinance (RE: Parking/Cross-Access Easements):** The Declarant and each future Owner acknowledge that on [\_\_\_\_\_] City of Naperville Ordinance No. [\_\_\_\_\_] (the "**Ordinance**") was approved pursuant to which parking variances were granted for the

Parcels. The Ordinance is recorded with the DuPage County Recorder as Document No. [\_\_\_\_\_]. The Ordinance includes requirements regarding the City of Naperville's application and enforcement of Naperville Municipal Code parking provisions as to (i) Parcel 1, Parcel 2 and Parcel 3, and (ii) Parcel 4, Parcel 5 and Parcel 6, and also requires recordation of this Declaration prior to conveyance of any Parcel. The Ordinance should be referenced when parking allocations are being made or revised. This Section 16 shall remain part of this Declaration so long as the Ordinance remains in effect.

[SIGNATURE PAGE FOLLOWS]



**Exhibit A-1**

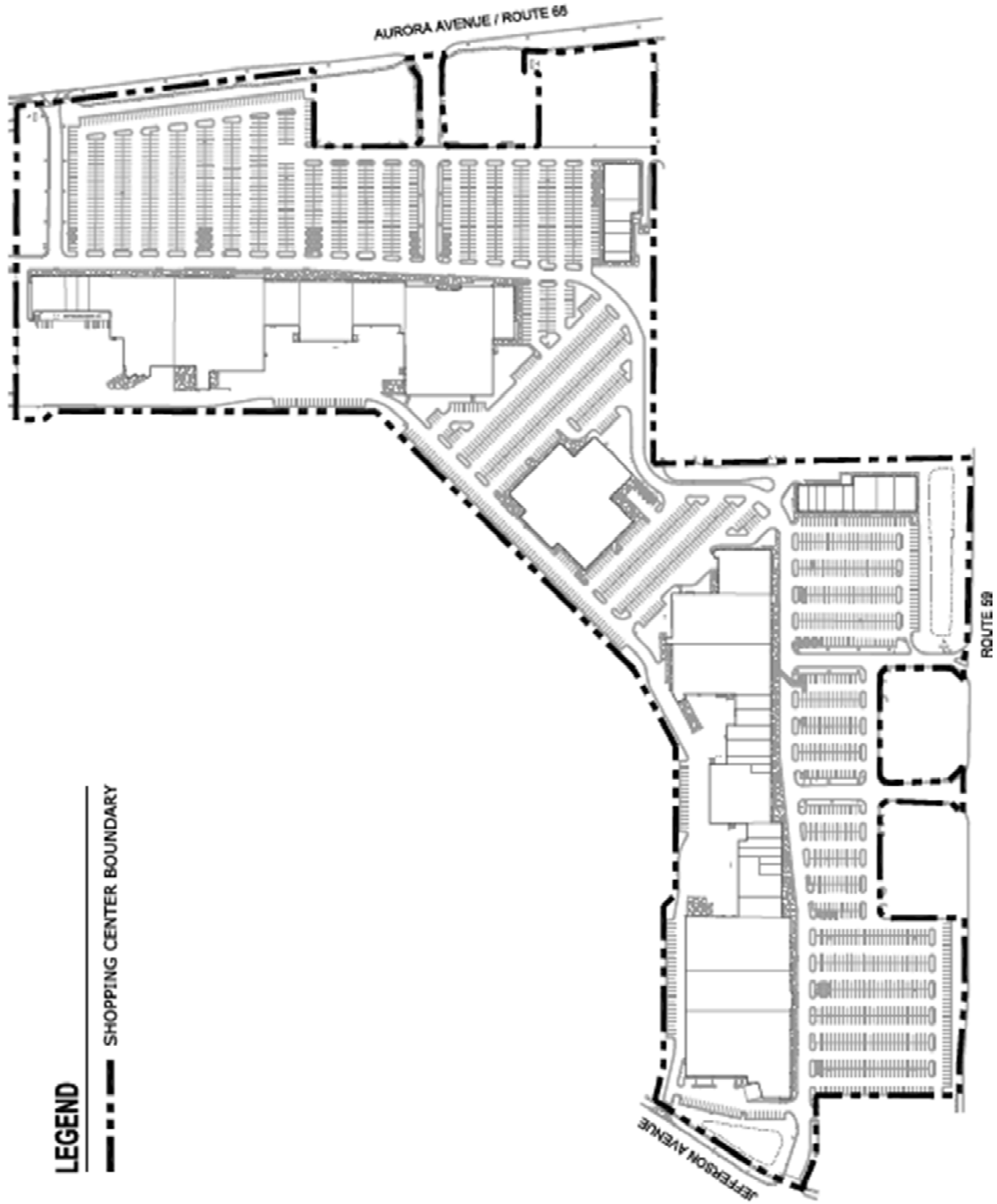
**Shopping Center Legal Description**

[TO BE INSERTED]



Exhibit A-2

Depiction of Shopping Center Property Boundary Lines



**Exhibit B**

Parcel One Legal Description

[TO BE INSERTED]

**Exhibit C**

**Parcel Two Legal Description**

[TO BE INSERTED]

**Exhibit D**

**Parcel Three Legal Description**

[TO BE INSERTED]

**Exhibit E**

**Parcel Four Legal Description**

[TO BE INSERTED]

**Exhibit F**

**Parcel Five Legal Description**

[TO BE INSERTED]

**Exhibit G**

**Parcel Six Legal Description**

[TO BE INSERTED]

**Exhibit H**

No-Build Area

