



COMMUNITY DEVELOPMENT DEPARTMENT

Operating Under Council – Manager Government Since 1957

TO: Galesburg Overall Code Review Commission

FROM: Eric Heiden, Code Compliance Supervisor

DATE: October 30, 2025

SUBJECT: Overall Code Review Commission Meeting

A meeting of the Overall Code Review Commission will be held on **Thursday, November 13th, at 5:30p.m.** in the Curtis H. Erickson Conference Room of the Galesburg City Hall, 55 West Tompkins Street.

AGENDA

Approve Minutes of the May 8th, 2025 meeting.

Update Past Overall Code Review Commission items.

Receive General Citizen Comments

OC-25-1101 Public Hearing Variance request of Section 706.1.1 of the 2021 International Building Code regarding the requirements for Party Walls.

COMMISSION MEMBERS PLEASE NOTIFY MY OFFICE IF YOU ARE UNABLE TO ATTEND THE MEETING AT 345-3619, OR FAX AT 345-5704, OR E-MAIL AT ehelden@ci.galesburg.il.us

cc: Mayor
City Manager
Director of Community Development
City Clerk
Electrical Inspector
Plumbing Inspector
Randy Hovind, GFD Fire Chief/Fire Marshall.
News Media (7)
Deronte Davis , Building and Grounds

Council Members (7)
File Copy

MINUTES
OVERALL CODE REVIEW COMMISSION MEETING
ERICKSON CONFERENCE ROOM
Thursday, May 8, 2025 at 5:30 p.m.

MEMBERS PRESENT: Dale Sugden, Jay Feely, Mike Groom, Ken Swanson, Cody Basham,
Dave Marshal,6
MEMBERS ABSENT: Brian Benbow, Jeremy Schultz,2
OTHERS PRESENT: Eric Heiden (Code compliance Supervisor), Rory Speidel (Building
Inspector)

Vice Chairmen Feely called the meeting to order at 530 P.M.

Mr. Heiden took Roll Call, Declared quorum present.

Approve Minutes of the July 11, 2024 meeting
Member Swanson moved to approve the minutes, seconded by Member Basham

Minutes were approved by voice vote.
All Aye

Update Past Overall Code Review Commission Items
Mr. Heiden introduced Dave Marshal of Hein Construction as a new member
to the commission.

**OC-24-0701 Variance Request of section R312.1.1 of the the 2021 International Residential
Code in regard to open sided walking surfaces.**

Mr. Heiden presented the reason for the variance to the commission. The home is located in the historic district and rebuilding the guard rail to modern codes would impact the historic look of the porch. He mentioned that the owners were also working with the Landmark Commission on the project. Mr. Heiden also informed the commission that this variance request had been approved two other times that it was brought before the commission, at 838 Willard and at 590 N Prairie.

Member Basham asked what the distance between the bottom of the railing and the top of the porch. Mr. Heiden stated it was 3-4 inches. Mr. Basham also asked what the height of the current railing was. Mr. Heiden informed him it was 22 inches.

Seeing no further questions Member Swanson made a motion to approve the variance seconded by Member Sugden.

Roll Call #1

Aye: Swanson, Feely, Groom, Sugden, Basham, Marshall, 7

Nays: None.

Abstentions: None.

Vice Chairmen Feely declared the motion approved

Being no further business Member Feely made a motion seconded by Member Swanson to adjourn. The meeting adjourned at 5:37 pm.

A handwritten signature in black ink, appearing to read 'Eric Heiden', written over a horizontal line.

Eric Heiden
Acting Executive Secretary



COMMUNITY DEVELOPMENT DEPARTMENT

Operating Under Council – Manager Government Since 1957

TO: Overall Code Review Commission

FROM: Eric Heiden, Code Compliance Supervisor

DATE: October 30, 2025

SUBJECT: OC-25-1101

The property is located at 1090 W Carl Sandburg Dr. They are requesting a variance to the 2021 International Building Code section 706.1.1 in regard to requirements for party walls. Table 706.4 calls out a 3 hour rated separation for a Group B occupancy.

The property in question 1090 W Carl Sandburg Dr was subdivided in 2019 creating a lot line between it and the former mall commonly known as 1150 W Carl Sandburg Dr. Section 706.1.1 states that any wall located on a lot line between adjacent buildings must be constructed as a fire wall. Exception 1 of 706.1.1 gives exception to a party wall separating an anchor building and a mall. It is the City's position that neither building operates as an anchor or operational mall and therefore the exception should not be applied. Please see attached code sections.

Construction drawings were submitted in 2022 by BCZ that included the infill of the wall. The owner of the property at the time failed to complete the work.

The property was sold in 2023 to Highland Enterprises LLC. In April of 2023 plans were received for the build out of a new VA clinic in the building located at 1090 W Carl Sandburg Dr. The drawings did not include the party wall. The subsequent plan review submitted back to the architect called out the need for the completed party wall. (See attached Plan Review)

In August of 2024 the applicant contacted Community Development asking for a 12 month stay to see what the owner of 1150 W Carl Sandburg Dr had planned for the former mall. That extension was granted and has since lapsed.

APPLICATION

Address: 1090 Carl Sandburg Drive Date of Filing: October 17, 2025

Legal Description: SANDBURG MALL SD NO. 8 LOT 2-E , Pin;9904276030

Petitioner's Name ChrisWilliams,

Petitioner's Address: [REDACTED]

Petitioner's Signature: _____ Phone No: [REDACTED]

What is Specific Ordinance/Construction

Code Modification desired: _____

Variance to the 2021 IBC Section 706.1.1 Party wall. Closing in the wall located on the property line
to meet 3 Hour rating

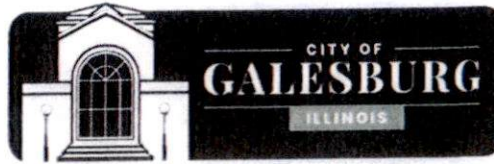
Why is it not practical to comply with the

Ordinance/Construction Code: _____

Owner would like to maintain access to Mall area

Public Hearing:

The hearing on this appeal has been scheduled for 5:30 P.M. in the Curtis H. Erickson Conference Room
of the Galesburg City Hall on November 23 ,2025.



COMMUNITY DEVELOPMENT DEPARTMENT

OVERALL CODE REVIEW COMMISSION

APPLICATION FOR MODIFICATION OF BUILDING, ELECTRICAL, FIRE PREVENTION, HEATING, PLUMBING, AND HOUSING CODES

INSTRUCTIONS

- 1) Complete all blanks on the application and return to the Community Development Department, City of Galesburg, 55 W. Tompkins St., P.O. Box 1387, Galesburg, IL. 61402
- 2) A \$100.00 filing fee must be paid at the time the petition is submitted. Make checks payable to "City of Galesburg". The filing fee is non-refundable no matter what the outcome.
- 3) Attachments such as site plans, building layouts or elevations, etc. are required when applicable. This information helps to provide accurate and sufficient information for consideration by the Overall Code Review Commission.
- 4) The petitioner (s) or representative (s) should be present at the public hearing held before the Commission.
- 5) It is understood that only those points specifically mentioned are affected by action taken on this appeal.
- 6) Any decision made by the Overall Code Review Commission may be appealed. A written notice of appeal must be filed with the Community Development Department within fifteen (15) days following the decision of the Overall Code Review Commission. The request for appeal will be forwarded to the City Council for their review.

Overall Code Review Commission

January – December 2025

Application Deadline	Meeting Date
12/30/2024 MON	1/9/2025
2/3/2025	2/13/2025
3/3/2025	3/13/2025
3/31/2025	4/10/2025
4/28/2025	5/8/2025
6/2/2025	6/12/2025
6/30/2025	7/10/2025
8/4/2025	8/14/2025
9/1/2025	9/11/2025
9/29/2025	10/9/2025
11/3/2025	11/13/2025
12/1/2025	12/11/2025

NOTICE OF APPEAL FOR MODIFICATION OF BUILDING, ELECTRICAL, FIRE
PREVENTION, HEATING, PLUMBING, AND HOUSING CODES



APPLICATION

Address: 1090 Carl Sandburg Drive Date of Filing: 10/6/25

Legal Description: _____

LOT 2-E IN SANDBURG MALL SUBDIVISION NO. 8 BEING A SUBDIVISION OF LOTS 1 AND 2 OF SANDBURG MALL SUBDIVISION NO. 7 BEING A
SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
CITY OF GALESBURG, KNOX COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 41, PAGE 61, AS DOCUMENT NO. 1055552.

Petitioner's Name: Chris Williams, Highlands Enterprises

Petitioner's Address: [REDACTED]

Petitioner's Signature: _____ Phone No: [REDACTED]

What is Specific Ordinance/Construction
Code Modification desired: Vacate prior owner contract documents and permit obligations
from Bruner Cooper & Zuck that were not constructed.

Please see code section referenced in attached letter on 3rd page which defines further mall
connections.

Why is it not practical to comply with the
Ordinance/Construction Code: Owner would like to maintain access to Mall area at the current tim
which is permitted by code section as anchor connection.

Public Hearing:

The hearing on this appeal has been scheduled for 5:30 P.M. in the Curtis H. Erickson Conference Room
of the Galesburg City Hall on _____, 2025.

The City of Galesburg Illinois
City Hall
55 West Tompkins Street
Galesburg IL, 61401

In response to your letter dated September 26, 2025, regarding the separation of the properties. At the area in question the historic opening between the anchor property and the covered mall area. per 402.4.2.2.1 openings between anchor building and mall. Just as 402.4.2 and 402.4.2.1 do not require fire separation between the tenant occupancy and the mall itself so does section 402.4.2.2.1.

402.4.2.2.1 Openings between anchor building and mall.

Except for the separation between Group R-1 *sleeping units* and the *mall*, openings between *anchor buildings* of Type IA, IB, IIA or IIB construction and the *mall* need not be protected.

ICC Opinion:

Although the anchor store is not considered part of the covered mall building, it is the intent of the 2021 IBC Section 402.4.2.2.1 to permit unprotected openings between the anchor store and the pedestrian area of the mall.

In addition, the plat recorded 5/9/19, parcel id 99-04-251-011, 99-04-276-014 which includes parcel 2-E, per article 2, allows for the mutual, non-exclusive right to access the common areas and access the facilities, the attached drawing shows the extent of the access easement that aligns between the common mall circulation areas and the anchor property.

402.8.4.1 Anchor building means of egress.

Required *means of egress* for *anchor buildings* shall be provided independently from the *mall means of egress* system. The *occupant load* of *anchor buildings* opening into the *mall* shall not be included in determining *means of egress* requirements for the *mall*. The path of egress travel of *malls* shall not exit through *anchor buildings*. *Malls* terminating at an *anchor building* where other *means of egress* has not been provided shall be considered as a dead-end *mall*.

The anchor building has proper exiting within the footprint not requiring exiting through the mall area.

Per 706.1.1 Party walls – we believe the property aligns with exceptions 1 and 2. The Lot 2-E property of which the VA clinic is a tenant, still serves as an acceptable Anchor to the mall structure allowing for the application of section 402.2.2.1. While the opening does not require protection the exterior walls meet the requirements of 705.5, walls are of solid masonry construction and meet the 2-hour exception of 402.4.2.2. and are in place where the anchor property meets walls of adjacent tenant areas indicated by non-hatched areas on the plat drawing.

With that in mind, Highlands Enterprise wishes to maintain the connection between the mall circulation and the anchor building. Currently the opening is restricted/reinforced to prevent unauthorized access to the anchor building due to unmonitored security activity in the mall corridor. With the new ownership of the mall property in place Highlands Enterprise wishes to maintain the opportunity for cross commerce between the mall circulation area and the anchor space in question.

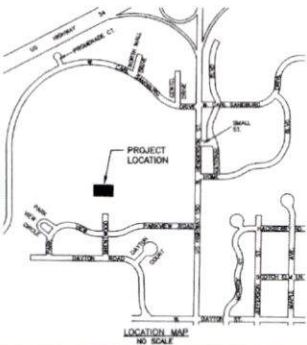
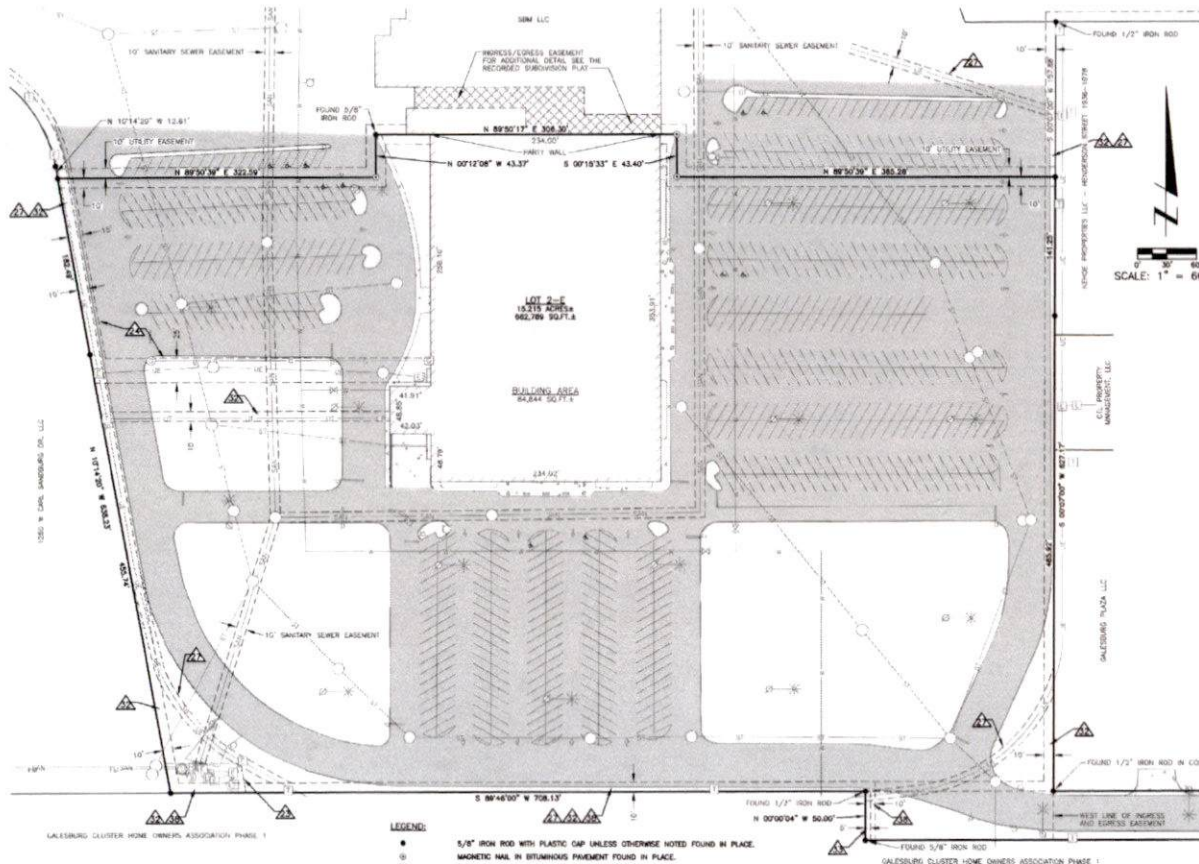
Thank you for your consideration

Erin Bardon, RA
Illinois licensed architect
License Number 001023362



ALTA/NSPS LAND TITLE SURVEY

LOT 2-E IN SANDBURG MALL SUBDIVISION NO. 8 BEING A SUBDIVISION OF LOTS 1 AND 2 OF SANDBURG MALL SUBDIVISION NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALESBURG, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 41, PAGE 61, AS DOCUMENT NO. 1055852.



LEGEND:

- 5/8" IRON ROD WITH PLASTIC CAP UNLESS OTHERWISE NOTED FOUND IN PLACE.
- MAGNETIC NAIL IN BITUMINOUS PAVEMENT FOUND IN PLACE.
- DRILL HOLE IN CONCRETE FOUND IN PLACE.
- CHISELED "X" IN CONCRETE FOUND IN PLACE.
- LIGHT POLE
- ELECTRIC JUNCTION BOX OR TRANSFORMER
- ELECTRIC METER
- TELEPHONE SERVICE BOX
- MANHOLE OR CATCH BASIN
- CURB INLET
- WATER VALVE
- FIRE HYDRANT
- LEFT STATION
- SEWER VALVE
- GAS METER
- GAS VALVE
- SON
- POST
- FLAG POLE
- AIR PARKING SPACE
- UNDERGROUND COMMUNICATION LINE
- WATER LINE
- SANITARY SEWER LINE
- SANITARY SEWER FORCE MAIN LINE
- STORM SEWER LINE
- UNDERGROUND ELECTRIC LINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- CONCRETE SURFACE
- ASPHALT SURFACE
- BITUMINOUS SURFACE
- BUILDING/STRUCTURE

GENERAL NOTES.

- THIS SURVEY REFLECTS INFORMATION FURNISHED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 23-15686, EFFECTIVE DATE OCTOBER 11, 2022.
- SUBJECT PROPERTY ADDRESS: 1080 WEST CARL, SANDBURG DRIVE, GALESBURG, ILLINOIS.
- SUBJECT PROPERTY CONTAINS: 15,315 ACRES OR 862,789 SQUARE FEET.
- DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS AND DISTANCES IN PARENTHESES ARE FROM PREVIOUSLY RECORDED PLATS; ALL OTHERS ARE FIELD MEASUREMENTS.
- BEARINGS BASED ON SANDBURG MALL SUBDIVISION NO. 8 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 41, PAGE 61, AS DOCUMENT NO. 1055852.
- UNDERGROUND WATER, GAS, TELEPHONE, SEWER & ELECTRICAL UTILITY INFORMATION SHOWN ON THESE PLANS WAS COMPILED FROM PREVIOUS SITE PLANS, UTILITY COMPANY MAPS, AND FIELD LOCATION OF VISIBLE STRUCTURES SUCH AS MANHOLES, VALVES, JUNCTION BOXES, ETC. RESPECTIVE UTILITY COMPANIES SHOULD BE CONTACTED FOR EXACT LOCATIONS. THE J.U.I.L.E. TELEPHONE NUMBER IS 1-800-892-0123.
- PROPERTY IS SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AGREEMENTS, AND/OR RESTRICTIONS OF RECORD.
- THE SURVEY WAS MADE ON THE SHOWN AND CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY, THE LOCATION AND TYPE OF THE BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS OBSERVED DURING THE SURVEY.
- ALL EASEMENTS WITH UNDERGROUND UTILITIES ARE SUBJECT TO CHANGE UPON DISCOVERY OF ACTUAL BURIED UTILITY LINE.
- SURVEY MEASUREMENTS ARE IN ACCORDANCE WITH THE MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS.
- EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO VISIBLE EASEMENTS OR RIGHTS OF WAY WHICH THE UNDERSIGNED HAS BEEN ADVISED.
- BOUNDARIES ARE CONTIGUOUS IN NATURE, EXCEPT AS SHOWN HEREON.
- NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADJOINTS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- PARKING SPACES PROVIDED: 6 - ADA SPACES AND 627 - REGULAR SPACES.
- THE PROPERTY DEPICTED HEREON IS NOT SITUATED WITHIN A FLOOD HAZARD AREA (ZONE X) AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY PER COMMUNITY PANEL NUMBER 1708502026 DATED AUGUST 2, 2011.
- THE TITLE COMMITMENT LAND DESCRIPTION AND THE SURVEY DEPICT THE SAME PROPERTY.
- ACCESS TO HENDERSON STREET IS THROUGH A PRIVATE DRIVE USED FOR INGRESS/EGRESS AS SHOWN ON THE PLAT OF SANDBURG MALL SUBDIVISION NO. 8 ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 41, PAGE 61, AS DOCUMENT NO. 1055852.
- RIGHT-OF-WAY WIDTH OF NORTH HENDERSON STREET VARIES IN WIDTH. NO RIGHT-OF-WAY INFORMATION FOR NORTH HENDERSON STREET WAS PROVIDED TO THE SURVEYOR.
- DISTANCE TO THE NEAREST INTERSECTING STREET IS 230 FEET SOUTH TO PARKVIEW ROAD.
- ACCESS TO CARL, SANDBURG DRIVE AND ALL OTHER PERMETER ROADS ADJOINING PROPERTY FOR THE PURPOSE OF ACCESS TO AND INGRESS AND EGRESS TO AND FROM IS STATED IN THE COMMON AREAS EASEMENTS BEING A PART OF THE AVOIDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS AND RECIPROCAL RIGHTS DATED APRIL 18, 2016, RECORDED MAP 9, 2016 AS DOCUMENT NO. 1058953.

SCHEDULE B, SECTION II, EXCEPTIONS PER TITLE COMMITMENT

ITEMS 1-22, 36 AND 39-44 ARE NON-SURVEY RELATED ITEMS:

- AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS BY AND BETWEEN SANDBURG MALL REALTY MANAGEMENT, LLC AND THE NATIONAL BANK OF EAST MOULNE, SUCCESSOR TRUSTEE UNDER THE ARVID A. FOKLER TRUST DATED SEPTEMBER 18, 1984, DATED OCTOBER 28, 2010, AND FILED FOR RECORD NOVEMBER 18, 2010 AS INSTRUMENT NO. 858218, BLANKET IN NATURE, NOT PLOTTED.
- EASEMENT FOR SANITARY SEWER FROM LASALLE NATIONAL TRUST, N.A., AS TRUSTEE, TO THE GALESBURG SANITARY DISTRICT DATED NOVEMBER 22, 2000, AND FILED FOR RECORD JANUARY 4, 2001, AS INSTRUMENT NO. 874335, IN BOOK 2186, AT PAGE 237, PLOTTED HEREON.
- EASEMENT FOR POWER LINES FROM LASALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE ETC., TO ILLINOIS POWER COMPANY DATED MARCH 17, 1986, AND FILED FOR RECORD MARCH 31, 1986 AS INSTRUMENT NO. 839706, IN BOOK 2186, AT PAGE 177, PLOTTED HEREON.
- RECIPROCAL HOMEOWNERS EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN FAVOR OF LANSIE FOOD CENTER, INC., FORMER RESTAURANTS OPERATING COMPANY L.P. AND THEIR EMPLOYEES, CUSTOMERS, LICENSEES, INTELLECT, SUCCESSORS AND ASSIGNS AS PROVIDED IN INSTRUMENT DATED JANUARY 21, 1984 AND RECORDED MAP 11,1994 AS DOCUMENT NO. 797310 AND FILED IN VOLUME 1730, PAGE 184, PLOTTED HEREON.
- DEVELOPMENT AGREEMENT DATED SEPTEMBER 30, 1991 AND RECORDED OCTOBER 1, 1991 AS DOCUMENT NO. 772997, IN BOOK 1581, PAGE 124, MADE BETWEEN LASALLE NATIONAL TRUST, N.A. AND NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT SOLELY AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 18, 1973 AND KNOWN AS TRUST NO. 48370, EQUITABLE PROPERTY MANAGEMENT CO., INC. AND FARM CORPORATION, IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- UNDERGROUND ELECTRIC EASEMENT DATED JULY 11, 1976, FILED SEPTEMBER 14, 1981, AS DOCUMENT NO. 772973, RECORDED IN VOLUME 1546, PAGE 257, MADE BY LASALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER CERTAIN TRUST AGREEMENT DATED JULY 18, 1973 AND KNOWN AS TRUST NO. 48370, EQUITABLE PROPERTY MANAGEMENT CO., INC. AND FARM CORPORATION, IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- EASEMENT DATED SEPTEMBER 3, 1981, FILED SEPTEMBER 15, 1981, AS DOCUMENT NO. 772970, RECORDED IN VOLUME 1546, PAGE 253, MADE BY LASALLE NATIONAL TRUST, N.A., AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 18, 1973 AND KNOWN AS TRUST NO. 48370, AND NOT PERSONALLY TO COLUMBIA TELEPHONE CO., AND THEIR EMPLOYEES, THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- EASEMENT AGREEMENT DATED AUGUST 3, 1982, FILED SEPTEMBER 14, 1981, AS DOCUMENT NO. 754484, RECORDED IN VOLUME 1145, PAGE 306, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 18, 1973 AND KNOWN AS TRUST NO. 48370, TO ILLINOIS POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- EASEMENT AGREEMENT DATED JUNE 28, 1982, FILED AUGUST 25, 1982 AS DOCUMENT NO. 754506, RECORDED IN VOLUME 1143, PAGE 286, MADE BY LASALLE NATIONAL BANK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 18, 1973 AND KNOWN AS TRUST NO. 48370, TO ILLINOIS POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- DECLARATION OF RECIPROCAL EASEMENT DATED OCTOBER 4, 1981, FILED JANUARY 5, 1982, AS DOCUMENT NO. 760361, RECORDED IN VOLUME 1124, PAGE 46, BETWEEN FIRST MALL MANAGEMENT, AGENT FOR SANDBURG MALL, AND FRED W. APPEL, JR., IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- EASEMENT FOR THE CONSTRUCTION AND OPERATION OF AN UNDERGROUND TELEPHONE OR COMMUNICATION LINE OR SYSTEM AS CREATED BY GRANT OF EASEMENT DATED DECEMBER 17, 1976, FILED DECEMBER 17, 1976, AS DOCUMENT NO. 853786, RECORDED IN VOLUME 863, PAGE 287, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 48370 TO ILLINOIS STATE TELEPHONE COMPANY, PLOTTED HEREON.
- EASEMENT FOR CONSTRUCTION AND OPERATION OF AN UNDERGROUND TELEPHONE OR COMMUNICATIONS LINE OR SYSTEM AS CREATED BY GRANT OF EASEMENT DATED DECEMBER 8, 1976, FILED DECEMBER 17, 1976, AS DOCUMENT NO. 853786, RECORDED IN VOLUME 863, PAGE 286, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 48370, TO ILLINOIS STATE TELEPHONE COMPANY, PLOTTED HEREON.
- EASEMENT FOR INGRESS AND EGRESS AS CREATED BY EASEMENT DATED DECEMBER 14, 1976 AND RECORDED DECEMBER 17, 1976 IN BOOK 863 AT PAGE 288 AS DOCUMENT NUMBER 853787 MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 48370 TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBERS 45412, 47052 AND 48370, PLOTTED HEREON.
- COVENANTS AND RESTRICTIONS CONTAINED IN DECLARATION AND GRANT OF EASEMENTS DATED DECEMBER 3, 1976, FILED DECEMBER 14, 1976 AS DOCUMENT NO. 853822, RECORDED IN VOLUME 862, PAGE 281, AND AS AMENDED BY FIRST AMENDMENT TO DECLARATION AND GRANT OF EASEMENT AND RECIPROCAL RIGHTS DATED OCTOBER 2, 1981 AND RECORDED OCTOBER 7, 1981 AS DOCUMENT NUMBER 772881 IN BOOK 1581, PAGE 54, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 18, 1973 AND KNOWN AS TRUST NO. 48370 THAT THE BUILDING STRUCTURES WILL BE MAINTAINED AND USED FOR OCCUPANCY ONLY BY BUSINESS SELLING GOODS, WARES AND MERCHANDISE AND OR SERVICES AT RETAIL, OF THE TYPE CUSTOMARILY SOLD IN REGIONAL SHOPPING CENTERS AND FOR CERTAIN NON-RETAIL USES WHICH ARE HEREBY DEFINED AS INCLUDING BANK BUILDINGS AND LOAN ASSOCIATIONS, DISCOUNTERS, FINANCE COMPANIES AND OTHER FINANCIAL INSTITUTIONS, TRUCK ADJUSTERS, TRAILER ADJUSTERS, AIRLINE AND STEAMSHIP OR RAILWAY TICKET OFFICES AND PROFESSIONAL OFFICES OR SUCH AS THE OWNERS OF THE ENTIRE PROPERTY SHALL MUTUALLY APPROVE IN WRITING, AND OTHER TERMS AND CONDITIONS CONTAINED IN SAID DECLARATION, BLANKET IN NATURE, NOT PLOTTED.
- GRANT OF EASEMENT DATED JUNE 11, 1976, FILED JULY 25, 1976 AS DOCUMENT NO. 840341, RECORDED IN VOLUME 830, PAGE 287, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1973 AND KNOWN AS TRUST NO. 48412, TO ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN A SANITARY SEWER, MANHOLES AND APPURTENANCES THEREON, IS NOT ON AND DOES NOT TOUCH THE SURVEYED PROPERTY, NOT PLOTTED.
- EASEMENT DATED MAY 12, 1976, FILED JUNE 13, 1976, AS DOCUMENT NO. 838210 RECORDED IN VOLUME 825, PAGE 58, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 30, 1973 AND KNOWN AS TRUST NO. 48412, TO ILLINOIS POWER COMPANY, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, USE AND MAINTAIN FACILITIES TO PROVIDE ELECTRIC POWER SERVICE TO LIFT STATION, PLOTTED HEREON.

LEGAL DESCRIPTION PER TITLE COMMITMENT

LOT 2-E IN SANDBURG MALL SUBDIVISION NO. 8 BEING A SUBDIVISION OF LOTS 1 AND 2 OF SANDBURG MALL SUBDIVISION NO. 7 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALESBURG, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 41, PAGE 61, AS DOCUMENT NO. 1055852.

SURVEYOR'S CERTIFICATE

TO: HIGHLANDS ENTERPRISES, LLC, A KANSAS LIMITED LIABILITY COMPANY; PEAK LAND COMPANY, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; COUNTRY CLUB BANK, A MISSOURI BANKING CORPORATION; FIRST AMERICAN TITLE INSURANCE COMPANY, AND WESTERN ILLINOIS TITLE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD TECH. REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDE (TYPED 1-2, 3, 4, 5, 6, 7, 8, 9, 10, 11(a), 12, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 13, 2022.

DATE OF PLAT OR MAP

THE 9th DAY OF FEBRUARY, 2023

BY: *Kevin J. Cooper*
KEVIN J. COOPER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3718
LICENSE RENEWAL DATE: 11/30/2024



CLIENT: HIGHLANDS ENTERPRISES, LLC

ALTA/NSPS LAND TITLE SURVEY
LOT 2-E IN SANDBURG MALL SUBDIVISION NO. 8
IN THE NE 1/4 OF SECTION 4, T11N, R1E
OF THE 4TH P.M. CITY OF GALESBURG,
KNOX COUNTY, ILLINOIS

Bruner, Cooper & Zuck, Inc.

Old Engineers' Structural Engineers - Architects - Land Surveyors
Professional Design Firm, L.L.C./P.C./S.C. Corp. 184-028243-0115
184-028243-0115
www.brunercooperzuck.com

DATE: 02/09/2023
JOB NO: 2022273
DRAWN: PJM
CHECKED: PJM
APPROVED: RJG



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**CAROL HALLAM
KNOX COUNTY RECORDER
GALESBURG, ILLINOIS**

05/09/2019 03:23 PM

PAGES: 14

**RHSP SURCHARGE FEE 9.00
RECORDING FEE 64.00**

Prepared by:

John S. Stevenson III
Carrington, Coleman, Sloman & Blumenthal, L.L.P.
901 Main Street #5500
Dallas, TX 75202

After Recording Return to:

John S. Stevenson III
Carrington, Coleman, Sloman & Blumenthal, L.L.P.
901 Main Street #5500
Dallas, TX 75202

Property Address:

1150 West Carl Sandburg Drive
Galesburg, IL 61401

Parcel ID:

99-04-251-011
99-04-276-014

**AMENDED AND RESTATED DECLARATION
AND GRANT OF EASEMENTS AND RECIPROCAL RIGHTS**

**AMENDED AND RESTATED
DECLARATION AND GRANT OF EASEMENTS
AND RECIPROCAL RIGHTS**

This AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENT and RECIPROCAL RIGHTS made this 18th day of April, 2019 (the "Declarations") by SBM, LLC, an Illinois limited liability company (hereinafter referred to as "Grantor").

WITNESSETH

WHEREAS, LaSalle National Bank, N.A., made that certain Declaration and Grant of Easements and Reciprocal Rights dated December 3, 1976, and filed of record in the Recorder's Office of Knox County, Illinois on December 14, 1976, as Document No. 653622 at Book 892, Page 281, as amended by the First Amendment to Declaration and Grant of Easements and Reciprocal Rights dated October 7, 1991, and filed of record as document number 772981 (the "Original Declaration" affecting approximately 51.73 acres of real estate located within the City of Galesburg, Illinois, which is improved with a fully enclosed regional Shopping Center (hereinafter referred to as the "Shopping center") all of which is delineated upon the Plat (hereinafter referred to as the "Plat") attached hereto as Exhibit A. The Shopping Center contains a building consisting of 168,300 rentable square feet (herein original referred to as the "Mall Building"), constructed as an enclosed mall upon that portion of the Entire Property and designated as "Parcel 2-A" on the Plat, which "Parcel 2-A" contains 22.953 acres of land, and the remainder of the Shopping Center currently contains four (4) existing buildings, parking areas, roadways, driveways and streets, further delineated on the Plat as (i) "Parcel 2-B" consisting of 7.812 acres of land, (ii) "Parcel 2-C" consisting of 7.485 acres of land, (iii) "Parcel 2-D" consisting of .691 acres of land, and (iv) Parcel 2-E consisting of 15.215 acres of land.

WHEREAS, Grantor, desires to amend and restate the Original Declaration in its entirety and grant, declare and establish certain reciprocal rights, benefits and easements for, and to impose certain duties and obligations upon the present and future owners, mortgagees, lessees and occupants of the Entire Property and the aforementioned adjacent real estate in accordance with the provisions hereof; and

NOW THEREFORE, Grantor, pursuant to these Declarations, does hereby grant and declare that the following rights, covenants, privileges, easements, burdens and uses shall and do exist among the several owners, lessees, mortgagees of the Entire Property, and their successors, grantees and assigns in the manner and to the extent herein set forth and shall supersede and replace in their entirety the terms and provisions of the Original Declarations.

**ARTICLE 1
DEFINITIONS**

As used herein, the following terms shall have the following meanings indicated:

1.1 "Parcel 3-A" shall mean that portion of the Shopping Center described as Parcel 3-A on the Plat attached hereto as Exhibit A.

1.2 "Entire Property" shall mean Parcel 2-A, Parcel 2-B, Parcel 2-C, Parcel 2-D, and Parcel 2-E comprising a single contiguous parcel of land improved with the Shopping Center.

1.3 "Existing Buildings" shall mean the four (4) existing buildings located on Parcel 2-B, Parcel 2-C, Parcel 2-D, and Parcel 2-E on the Plat attached hereto as Exhibit A.

1.4 "Common Areas" shall mean the following Portions of the Shopping Center exclusive of areas contained within the Existing Buildings:

(a) individual parking spaces for passenger vehicles, including any parking spaces or areas at any time constructed within Parcel 2-A, in the event the Mall Building is demolished.

(b) roadways, driveways, streets and passageways to provide vehicle access to and ingress and egress to and from and in and out of individual parking spaces, to streets, highways and alleys adjacent to and abutting the Entire Property, including entrances to and exits from the Entire Property;

(c) sidewalks and walkways to provide pedestrian access to and ingress and egress to and from such individual parking spaces;

(d) all landscaped areas and areas within the Shopping Center but outside of building structures which shall be opened by Grantor, or its successors and assigns to the public generally.

1.5 "Perimeter Roads" shall mean Carl Sandburg Drive and Henderson Street, which are located adjacent to the Entire Property as shown on the Plat attached hereto as Exhibit A.

1.6 "Access Facilities" shall mean the roads, highways and other paved areas constructed for the purpose of providing access to and ingress and egress to and from the Entire Property and connecting the Entire Property to Perimeter Roads.

ARTICLE 2 COMMON AREA EASEMENTS

2.1 Grantor does hereby establish and create for the benefit of each and every person, firm or corporation owning all or any portion of the Entire Property the mutual, reciprocal and non-exclusive right, license, privilege and easement to use the Common Areas and Access Facilities for pedestrian and vehicular traffic and hereby grants to any owner the right to grant the benefit of such right, license privilege and easement to use the Common Areas and Access Facilities to the respective officers, agents, customers, business invitees, tenants, subtenants; licensees and employees of such owner, in common with all other owners and their respective mortgagees, successors, grantees and assigns, and all persons having an interest in the Entire Property by, through or under them, for parking purposes and for the purpose of access to and ingress and egress to and from the Remaining Parcels and to and from the Perimeter Roads adjoining the Entire Property, without payment of any fee or other charge to the public being made therefor, except as otherwise provided herein.

2.2 All parking areas provided on any part of the Entire Property shall be for the common non-exclusive use of all owners of any portion of the Entire Property, and their respective officers, agents, customers, business invitees, tenants, subtenants, licensees and employees.

2.3 The Common Area portion of the Entire Property shall be used solely by owners of any portion of the Entire Property and their respective officers, agents, customers, business invitees, tenants, subtenants, licensees and employees and no owner or occupant of any property located outside of the Entire Property shall assume the rights in, or be permitted to use the Common Areas for the benefit of said property outside the entire Property.

2.4 Grantor, for itself and its successors and assigns reserves the right, from time to time, to make any changes, modifications or alterations in and to portions of the Entire Property which are subject to the Common Area easements herein provided, provided that the free and unobstructed flow of pedestrian and vehicular traffic about, within and through the Entire Property and the Shopping Center shall not be materially altered or impaired. Grantor further reserves the right for itself and its successors and assigns from time to time to change the location of existing Common Area improvements or the location any Common Area improvement as may later be constructed to provide service to the parcels comprising the Entire Property, so long as the parking ratios set forth in Article VI are not altered to the detriment of those entitled to utilize, or those entitled to grant the right to utilize, the said parking areas without their prior consent and so long as service by the various utilities or access to the various parcels comprising the Entire Property are not impaired.

2.5 Nothing contained herein shall be construed, or be deemed to constitute a dedication, express or implied, of any portion of the property of any owner of any portion of the Entire Property which is subject to the Common Area easements herein provided, to or for any public use or purpose whatsoever. Grantor for itself and its successors and assigns hereto reserves the right, one day in each calendar year, but more often if legally desirable, to create barriers, or erect chains for the purpose of blocking off access to the Common Areas on the respective properties in order to avoid the possibility of dedicating the same for public use, it being mutually agreed, nevertheless, that such barriers or chains shall be erected for such purpose at a time, or upon a day, when the Shopping Center is not open for business.

2.6 Grantor, for itself and its successors and assigns reserves the right to establish reasonable rules and regulations with respect to traffic flow in the Shopping Center.

2.7 The Common Areas shall not be used for the display or sale of merchandise or for any other commercial purpose not contemplated by the terms of these Declarations except that such areas may be used for temporary promotions or displays.

2.8 Any construction of additional buildings within the Shopping Center shall require consent of owners of fifty-one percent (51%) or more of the land area covered within the Shopping Center, and such consent shall not be unreasonably withheld, except that no consent shall be required in the event of demolition of the Mall Building to construct a new building of up to 250,000 square feet of rentable area on Parcel 2-A.

2.9 Grantor hereby confirms that the present and future owners of all or portions of the Property shall have the mutual right to designate portions of the parking areas on the Common Areas as reserved for parking of employees of tenants in the Existing Buildings or any new buildings constructed on Parcel 2-A as permitted herein. Any such employee parking may be physically indicated upon the Common Areas by signs, markers and other such monuments as the owner or owners shall determine.

2.10 In the event of the enactment of any federal, state or local statutes, ordinances, or regulations imposing upon any of the parties hereto any tax, levy, imposition, surcharge, or other charges whatsoever as a result of or in connection with the construction, ownership, use or operation of any of the improved parking areas on the Common Areas, the owner of any such improved parking areas shall have the right, notwithstanding anything to the contrary set forth in Article II hereof, to impose reasonable fees or other charges for the use of the parking areas on the common Areas by customers, business invitees, and licensees for the purpose of reimbursing any such owner for any levy, imposition, surcharge, or charges so paid.

ARTICLE 3 UTILITY EASEMENTS

3.1 Grantor hereby grants and conveys to all partial holding through or under Grantor, and their respective mortgagees (any one claiming by, through or under such mortgagee and any purchaser at any foreclosure sale) successors, grantees and assigns, a perpetual, non-exclusive right and easement for the use of such storm and sanitary systems, water, electric, telephone and gas facilities and such other utility facilities, including lines, wires, pipes and conduits, as may presently exist or as may later be constructed within the Shopping Center, including the right and privilege of access and ingress and egress for the purpose of connecting into such utility facilities upon or in any portion of the Entire Property as may be necessary for the proper functioning of the particular property involved, notwithstanding that said utility facilities may originate upon or cross through adjacent premises.

3.2 Grantor, for itself and its successors and assigns reserves the right to grant under and across the Common Areas located within the Entire Property such public utility easements as may be necessary or proper for underground pipes, lines, wiring or conduit lines of any type, together with the right of access thereto, and Grantor, for itself and its successors and assigns expressly reserves the right, as may be necessary or required, to temporarily use or cause to be withdrawn from use such portions of said Common Areas as may be occasioned by the construction, installation, maintenance or repair of underground public utility conduits, lines or facilities, it being understood that all underground public utility lines, conduits and facilities will be installed and completed in such manner as not to interfere materially with the use of the surface of or improvements on said Common Areas and, after completion, the surface of the Common Areas affected shall be restored to a condition the same or reasonably similar to that which existed prior to said installation.

3.3 Grantor further acknowledges that the easements and rights granted herein are made subject to the provisions of various easements affecting all or portions of the Shopping Center which have heretofore and which may from time to time hereafter be granted by Grantor and its successors and assigns to public, private or municipal utility companies.

ARTICLE 4
MAINTENANCE, USE AND UPKEEP

4.1 Each owner of a portion of the Entire Property, by acceptance of title thereto, agrees, as to that portion of the Entire Property owned by it, as follows:

(a) To cause all buildings, structures and improvements, all Common Areas, and all Access Facilities situated upon the portion of the Entire Property owned by it to be kept in a safe and secure condition and to be continuously repaired, maintained and/or replaced, including, but not limited to cleaning, janitorial service, lighting, painting, striping, landscaping, removal of debris, resurfacing of parking areas, paving of curbs, if any, driveways, ramps and sidewalks, payment of real property tax assessments and public liability insurance premiums, and all other functions necessary for the proper maintenance/upkeep and operation of said buildings, structures and improvements, Common Areas and Access Facilities;

(b) to clear promptly, to the extent reasonably practical, snow, ice and surface waters;

(c) to keep all marking and directional signs in the Common Areas distinct and legible;

(d) to repair, replace and renew lighting in the Common Areas as shall be necessary;

(e) to care for and replant, when necessary, all landscaped areas.

4.2 Grantor, for itself and its successors, and assigns, reserves the right to enter into agreements with various tenants, subtenants and occupants of any buildings, or portion thereof, in the Shopping Center, whereby some or all of the foregoing respective responsibilities, expenses, and administrative overhead to be borne hereunder shall be the responsibility or expense of such tenant, subtenant or occupant, provided, however, that such agreements shall not relieve the Grantor and its successors and assigns from primary responsibility under the terms and conditions hereof. Likewise, Grantor and its successors and assigns may require that the various tenants, subtenants and occupants of the portion of the Shopping Center owned by it assume or be responsible to pay all or portions of the aforesaid responsibilities, expenses, and other costs attributable to the portion of the Shopping Center owned by any other owner and, in connection therewith, may direct its tenants, subtenants and occupants to pay such expenses and other costs to such other party, the managing agent of the Entire Property or as otherwise directed for the purpose of complying with the provisions hereof.

4.3 Grantor, for itself and its successors and assigns covenants and agrees that the building structures in the Shopping Center will be maintained and used for occupancy only by businesses selling goods, wares and merchandise and/or services at retail of the type customarily sold in regional shopping centers (including without limitation restaurants, cocktail lounges, beauty salons and barber shops) and for certain non-retail uses which are hereby defined as including banks, hotels, savings and loan associations, stockbrokers, finance companies and other

financial institutions, ticket agencies, travel agencies, airline and steamship or railway ticket offices and professional offices, and such other business and any other recreational areas or uses as owners of the Entire Property owning fifty-one percent (51%) or more of the area of the Entire Property shall mutually approve in writing.

4.4 Each owner of a portion of the Entire Property will use its best efforts to enter into leases or agreements for occupancy of the Shopping Center that will result in the development of a well-balanced, integrated and mutually complimentary Shopping Center.

4.5 If any owner shall fail or refuse to maintain, repair or replace the portions of the Entire Property owned by it, any other owner of any portion of the Entire Property, after thirty (30) days' notice in writing given to the defaulting owner shall have the right to enter upon the property of the owner to whom the notice was given and correct or repair such conditions and the party receiving the notice shall pay the cost thereof; provided, however, that if such condition is of an emergency nature, then the notice required to be given hereunder shall be such reasonable notice as is warranted by the nature of the specific condition involved.

ARTICLE 5 ATTACHMENTS AND ENCROACHMENTS

5.1 Grantor for itself and its successors and assigns hereby grants and declares that permanent easements do hereby exist to attach and connect the Mall Building to the Existing Buildings and the Existing Buildings to the Mall Building at the present locations of such attachments, with the right of access thereto to protect, maintain, repair, modify and replace such connections and attachments.

5.2 In the event that by reason of settlement, shifting or other movement of the buildings or structures in the Shopping Center a portion of the Mall Building shall encroach upon any Existing Building or any portion of any Existing Building shall encroach upon the Mall Building, there shall be deemed to be mutual easements in favor of the affected structures over the affected portion of the Entire Property, and their respective assigns, to maintain any such encroachments so long as same shall continue to exist.

ARTICLE 6 INSURANCE

6.1 The owner or owners of any portion of the Entire Property shall obtain and maintain, or caused to be obtained or maintained, the following insurance covering the portion of the Entire Property owned by such owner, which insurance shall be obtained from companies rated "A-XI" or better by Best's Insurance Reports:

(a) All Risk Property Insurance. Commencing with the start of construction of any improvements on its parcel, each owner shall maintain upon all the improvements and alterations constructed, installed, or owned by such owner, including, without limitation, Fire and Extended Coverage, vandalism, and Malicious Mischief, in the amount of the actual replacement cost of such buildings and improvements (exclusive of foundations and excavations. Such amount shall

be sufficient to restore the same to, or replace it with, a building or buildings and improvements of at least the size and quality as immediately preceding such loss or damage.

(b) Comprehensive General Liability. On an occurrence basis with personal injury coverage and broad form property damage. Said policy shall be endorsed to remove the EXU Exclusive relating to explosion, collapse and underground property damage and shall be at least in the following amounts:

Bodily injury including personal injury	
Each person	\$2,000,000
Each occurrence	\$5,000,000
Property Damage:	
Each accident	\$1,000,000
Aggregate	\$2,000,000

6.2 So long as any owner or owner of any portion of the Entire Property maintains a net worth (as hereinafter defined) in the amount of at least \$200,000,000, such owner may self-insure any and all insurance required to be carried by such owner under these Declarations. So long as such owner self-insures any risk for which such owner is required to carry insurance hereunder, such owner shall deliver to the other owner(s) upon request from time to time an audited financial statement, prepared in accordance with generally accepted accounting principles consistently applied and certified by an independent certified public accountant, showing that such owner has a net worth of at least \$200,000,000. If at any time such owner's net worth is less than \$200,000,000, then such owner must obtain and keep in full force and effect the Insurance required by the terms of these Declarations and provide the other owner(s) with evidence of the same.

6.3 All insurance required to be maintained pursuant to this Article VI shall be effected under valid and enforceable policies issued by insurers of recognized responsibility. A certificate of insurance for the insurance required to be maintained pursuant to Section 6.3 naming the other owner(s), and, in the event the owner is a land trust, the beneficiaries of such owner(s) and their agents, as additional Insureds with respect to the initial policies under subsections (i) and (ii) above shall be delivered to the other owner(s) upon execution thereof and thereafter not less than fifteen (16) days prior to the expiration dates of the expiring policies. Any policy required shall provide that such policy shall not be cancelled without at least ten (10) days, prior notice to the other owner(s). Any such policy of insurance may be maintained under a "blanket" policy insuring other locations.

ARTICLE 7

ASSIGNMENT AND TRANSFER

7.1 These Declarations shall be binding upon and inure to the benefit of all grantees of all or part of the Entire Property and their respective mortgagees, successors, grantees and assigns. And all persons holding by, through and under them, their tenants, subtenants, and their employees, agents, customers, licensees and business invitees.

7.2 If the owner of any portion of the Entire Property shall sell, transfer or assign its entire property at any time, it shall be released from all further liability under these Declarations from and after the date of such sale, transfer or assignment provided that the purchaser (or transferee or assignee) shall assume all of the seller's obligations under these Declarations.

7.3 Except for kiosks and other temporary uses, no part of the Common Areas shall ever be leased or the right to use same granted to any other person, firm or corporation without the consent of the then owners of the parcels comprising the Entire Property except to the parties hereto, subsequent owners of the Entire Property, any lender or its nominee pursuant to any financing transaction in the nature of a sale and leaseback, to tenants and subtenants of any owners during the term of any tenancy, and to the employees, agents, customers, licensees and business invitees of said tenants or subtenants.

ARTICLE 8 DEFAULT

8.1 Notwithstanding the provisions of these Declarations to the contrary, there shall be no personal liability on the part of the Grantor or its successors, grantees and assignee or on any individual now or hereafter having any interest in any legal entity having an interest in the then owner of any portion of the Entire Property, it being understood and acknowledged that the Entire Property and the Shopping Center shall be bound and benefited thereby.

8.2 In the event of a default by any owner of a portion of the Entire Property under these Declarations, or in the event of a breach or attempted breach in any of the terms, covenants and conditions hereof, the other non-defaulting party hereto, or any other party having rights under these Declarations shall look solely to the defaulting party's interest in the Property involved and, to the extent of such interest only, there shall be the rights and remedies at law and the right of specific performance, mandatory and other injunctive relief and restraining order against the Property in default. In addition, the non-defaulting party, who has advanced any sums to cure a default by the other party hereto, shall have the right to demand and collect reimbursement from any such defaulting party of the amounts so advanced with interest from the date of such advance, at the legal rate. Any judgment in any such suit to collect reimbursement, together with all costs and expenses thereof, shall constitute a lien against the Property, effective upon the recording of notice in the office of the Recorder of Deeds of Knox County, but any such lien shall be subordinate only to any first or second mortgages covering the Property then in default and any purchaser at any foreclosure sale (as well as any grantee under deed in lieu of foreclosure) under any such mortgages shall take title free from any such existing lit but otherwise subject to the provisions hereof.

8.3 The remedies specified herein shall be cumulative as to each owner described herein.

ARTICLE 9
TERM OF THESE DECLARATIONS

These Declarations shall continue and the obligations hereunder shall remain binding from the date hereof until terminated by the action of the owners of the Entire Property owning fifty-one percent (51%) or more of the area of the Entire Property by written instrument.

ARTICLE 10
COVENANTS RUNNING WITH THE LAND

All the covenants, agreements, conditions and restrictions set forth in these Declarations shall be construed as covenants running with the land, binding upon and inuring to the benefit of and enforceable by the owner or owners of all or portions of the Entire Property, their respective successors and assigns and their respective properties for the respective periods and upon the terms, provisions and conditions in these Declarations.

ARTICLE 11
RELATIONSHIP OF THE PARTIES

Nothing contained in these Declarations shall be construed to make the owners of the Entire Property joint venturers or to render any of said parties liable for the debts or obligations of the others, except as in these Declarations expressly provided.

ARTICLE 12
WAVEES

No delay or omission by any of the owners of the Entire Property to exercise any right or power accruing upon any noncompliance or failure of performance by any party under the provisions of these Declarations shall impair any such right or power or be construed to be a waiver thereof. A waiver by any owner of any of the covenants, conditions or agreements hereof to be performed by any owner shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ARTICLE 13
APPLICABLE LAW

These Declarations shall be governed by and construed in accordance with the laws of the State of Illinois. If any provisions, or portions of these Declarations or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of these Declarations, or the application of such provisions, or portion thereof, to any person or circumstances shall not be affected thereby and each provision of these Declarations shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 14
MISCELLANEOUS

14.1 All of the construction work to be performed pursuant to the provision hereof shall be free of any liens with respect thereto and shall be performed in accordance with applicable statutes, ordinances, regulations, laws and codes,

14.2 The article headings herein are for convenience and reference only and in no way define or limit the scope and content of these Declarations or in any way affect its provisions.

14.3 Grantor reserves the right to hereafter supplement this Declaration for the purpose of clarifying or supplementing any of the matters set forth herein, or correcting any technical errors in the matters set forth herein, and any such amendment or supplement shall be incorporated herein as is set forth in full in this Declaration.

14.4 Whenever in this Declaration a notice is required to be sent, such notice shall be in writing and sent by certified mail, return receipt requested, postage prepaid and addressed to Grantor at the address recited on the first page hereof, or to its successors and assigns, at their last known address, such notice to be deemed effective three (3) days after mailing.

ARTICLE 15
DEDICATION

Nothing in this instrument shall be construed, or be deemed to constitute a dedication, express or implied, of any part of the Common Area or Access Facilities in the Entire Property to or for any public use or purpose whatsoever.

ARTICLE 16
AMENDMENT

These Declarations shall be amended, modified, abrogated or rescinded in whole or in part only by the then owner or owners of the legal title to the Entire Property, by declaration, agreement or instrument in writing duly recorded in the appropriate office of Knox County, Illinois.

ARTICLE 18
REAL ESTATE TAXES

Each owner of any portion of the Entire Property shall pay all ad valorem real estate taxes, and all assessments, general or specific, levied against such portion of the Entire Property and when due. Grantor and each and every owner shall use their reasonable efforts to obtain a separate tax assessment with respect to such owner's Taxable Premises. In the event that a separate tax assessment with respect to each such owner's Taxable Premises cannot be obtained, Then for purposes hereof, the parties shall refer to the office records of the assessing authority, including but not limited to worksheets and field reports, in order to obtain the relevant land and building valuations required to calculate such owner's separate liability for the real estate taxes hereunder.

In the event that neither a separate tax assessment for the owner's Taxable premises can be obtained nor an accurate tax liability established from the assessing office records can be

determined, the taxes allocable to such owner's Taxable Premises shall be equal to: (1) such owner's pro rata share of taxes attributable to its respective building or improvements, plus (2) it's pro rata share of the taxes assessed against the total land in the Entire Property. Such owner's pro rata share of taxes attributable to it's building shall be computed by multiplying the total tax liability against the buildings located on the Entire Property by a fraction the numerator of which shall be the number of square feet of ground floor area of such owner's building at the end of such real estate fiscal tax year and the denominator of which shall be the total number of square feet of ground floor area of all of the buildings located on the Entire Property at the end of such real estate fiscal tax year. Such owner's pro rata share of the taxes assessed against the Entire Property shall be computed by multiplying the total tax liability against the Entire Property by a fraction, the numerator of which shall be the number of square feet of land within such owner's Taxable Premises and the denominator of which shall be the number of square feet of land within the Entire Property.

The date of levy of all ad valorem real estate taxes shall be deemed to be the date specified by each applicable taxing jurisdiction for which such taxes become a lien on such owner's Taxable Premises. Each such owner's liability and obligation hereunder to pay such ad valorem real estate taxes shall be fully accrued, fixed and final on the date of levy thereof. In the event that an owner's Taxable Premises is not separately assessed, such owner shall pay the taxes allocable to its Taxable Premises to Grantor within 30 days of delivery to such owner by Grantor of a bill therefor. In the event that such owner's Taxable Premises is separately assessed, then such owner shall pay the taxes levied against the taxable premises directly to the taxing authorities on or before the date such taxes are due.

[Signature Page Follows]

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

GRANTOR:

SBM, LLC
an Illinois limited liability company

By: Thomas E. Morris
Thomas E. Morris, Manager

STATE OF TEXAS)
)
COUNTY OF DENTON)

I, KHUSHI SAJJAD a Notary Public in and for the County and State aforesaid do hereby certify that Thomas E. Morris personally known to me to me the same person whose names is subscribed to the foregoing instrument as the Manager of Grantor, appeared before me this day in person in the capacity stated above and acknowledged, signed and delivered said instrument as the free and voluntary act of said Grantor, for the uses and purposes therein set forth.

GIVEN UNDER my hand and notarial seal this 18th day of April, 2019

Subscribed and sworn to before
me this 18th day of April, 2019

[Signature]
Notary Public

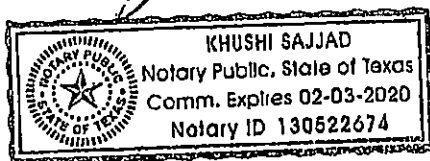


EXHIBIT A

PLAT

LEGAL DESCRIPTION

SANDBURG MALL SUBDIVISION #8

LOTS 2-A, 2-B, 2-C, 2-D AND 2-E BEING A SUBDIVISION OF LOTS 1 & 2 OF SANDBURG MALL SUBDIVISION NO. 7, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF GALESBURG, KNOX COUNTY, ILLINOIS, AS PER PLAT RECORDED IN VOLUME 27 OF PLATS, PAGE 48, KNOX COUNTY RECORDER'S OFFICE AND AS CORRECTED BY PLAT RECORDED IN VOLUME 28 OF PLATS, PAGE 6, KNOX COUNTY RECORDER'S OFFICE.

FIRE AND SMOKE PROTECTION FEATURES

705.10 Ducts and air transfer openings. Penetrations by air ducts and air transfer openings in fire-resistance-rated *exterior walls* required to have protected openings shall comply with Section 717.

Exception: Foundation vents installed in accordance with this code are permitted.

705.11 Parapets. Parapets shall be provided on *exterior walls* of buildings.

Exceptions: A parapet need not be provided on an *exterior wall* where any of the following conditions exist:

1. The wall is not required to be *fire-resistance rated* in accordance with Table 705.5 because of *fire separation distance*.
2. The building has an area of not more than 1,000 square feet (93 m²) on any floor.
3. Walls that terminate at roofs of not less than 2-hour fire-resistance-rated construction or where the roof, including the deck or slab and supporting construction, is constructed entirely of noncombustible materials.
4. One-hour fire-resistance-rated *exterior walls* that terminate at the underside of the roof sheathing, deck or slab, provided that:
 - 4.1. Where the roof/ceiling framing elements are parallel to the walls, such framing and elements supporting such framing shall not be of less than 1-hour fire-resistance-rated construction for a width of 4 feet (1220 mm) for Groups R and U and 10 feet (3048 mm) for other occupancies, measured from the interior side of the wall.
 - 4.2. Where roof/ceiling framing elements are not parallel to the wall, the entire span of such framing and elements supporting such framing shall not be of less than 1-hour fire-resistance-rated construction.
 - 4.3. Openings in the roof shall not be located within 5 feet (1524 mm) of the 1-hour fire-resistance-rated *exterior wall* for Groups R and U and 10 feet (3048 mm) for other occupancies, measured from the interior side of the wall.
 - 4.4. The entire building shall be provided with not less than a Class B *roof covering*.
5. In Groups R-2 and R-3 where the entire building is provided with a Class C *roof covering*, the *exterior wall* shall be permitted to terminate at the underside of the roof sheathing or deck in Types III, IV and V construction, provided that one or both of the following criteria is met:
 - 5.1. The roof sheathing or deck is constructed of *approved* noncombustible materials or of *fire-retardant-treated wood* for a distance of 4 feet (1220 mm).

- 5.2. The roof is protected with 0.625-inch (16 mm) Type X *gypsum board* directly beneath the underside of the roof sheathing or deck, supported by not less than nominal 2-inch (51 mm) ledgers attached to the sides of the roof framing members for a minimum distance of 4 feet (1220 mm).

6. Where the wall is permitted to have not less than 25 percent of the *exterior wall* areas containing unprotected openings based on *fire separation distance* as determined in accordance with Section 705.8.

705.11.1 Parapet construction. Parapets shall have the same *fire-resistance rating* as that required for the supporting wall, and on any side adjacent to a roof surface, shall have noncombustible faces for the uppermost 18 inches (457 mm), including counterflashing and coping materials. The height of the parapet shall be not less than 30 inches (762 mm) above the point where the roof surface and the wall intersect. Where the roof slopes toward a parapet at a slope greater than 2 units vertical in 12 units horizontal (16.7-percent slope), the parapet shall extend to the same height as any portion of the roof within a *fire separation distance* where protection of wall openings is required, but the height shall be not less than 30 inches (762 mm).

SECTION 706 FIRE WALLS

706.1 General. *Fire walls* shall be constructed in accordance with Sections 706.2 through 706.11. The extent and location of such *fire walls* shall provide a complete separation. Where a *fire wall* separates occupancies that are required to be separated by a *fire barrier wall*, the most restrictive requirements of each separation shall apply.

706.1.1 Party walls. Any wall located on a *lot line* between adjacent buildings, which is used or adapted for *joint* service between the two buildings, shall be constructed as a *fire wall* in accordance with Section 706. Party walls shall be constructed without openings and shall create separate buildings.

Exceptions:

1. Openings in a party wall separating an *anchor building* and a *mall* shall be in accordance with Section 402.4.2.2.1.
2. Party walls and *fire walls* are not required on *lot lines* dividing a building for ownership purposes where the aggregate height and area of the portions of the building located on both sides of the *lot line* do not exceed the maximum height and area requirements of this code. For the *building official's* review and approval, the official shall be provided with copies of dedicated access easements and contractual agreements that permit the *owners* of portions

FIRE AND SMOKE PROTECTION FEATURES

of the building located on either side of the *lot line* access to the other side for purposes of maintaining fire and *life safety systems* necessary for the operation of the building.

706.2 Structural stability. *Fire walls* shall be designed and constructed to allow collapse of the structure on either side without collapse of the wall under fire conditions. *Fire walls* designed and constructed in accordance with NFPA 221 shall be deemed to comply with this section.

Exception: In *Seismic Design Categories* D through F, where double *fire walls* are used in accordance with NFPA 221, floor and roof sheathing not exceeding $\frac{3}{4}$ inch (19.05 mm) thickness shall be permitted to be continuous through the wall assemblies of *light frame construction*.

706.3 Materials. *Fire walls* shall be of any *approved* noncombustible materials.

Exception: Buildings of Type V construction.

706.4 Fire-resistance rating. *Fire walls* shall have a *fire-resistance rating* of not less than that required by Table 706.4.

TABLE 706.4
FIRE WALL FIRE-RESISTANCE RATINGS

GROUP	FIRE-RESISTANCE RATING (hours)
A, B, E, H-4, I, R-1, R-2, U	3 ^a
F-1, H-3b, H-5, M, S-1	3
H-1, H-2	4 ^b
F-2, S-2, R-3, R-4	2

a. In Type II or V construction, walls shall be permitted to have a 2-hour fire-resistance rating.

b. For Group H-1, H-2 or H-3 buildings, also see Sections 415.7 and 415.8.

706.5 Horizontal continuity. *Fire walls* shall be continuous from *exterior wall* to *exterior wall* and shall extend not less than 18 inches (457 mm) beyond the exterior surface of *exterior walls*.

Exceptions:

- Fire walls* shall be permitted to terminate at the interior surface of combustible exterior sheathing or siding provided that the *exterior wall* has a *fire-resistance rating* of not less than 1 hour for a horizontal distance of not less than 4 feet (1220 mm) on both sides of the *fire wall*. Openings within such *exterior walls* shall be protected by opening protectives having a *fire protection rating* of not less than $\frac{3}{4}$ hour.
- Fire walls* shall be permitted to terminate at the interior surface of noncombustible exterior sheathing, exterior siding or other noncombustible exterior finishes provided that the sheathing, siding or other exterior noncombustible finish extends a horizontal distance of not less than 4 feet (1220 mm) on both sides of the *fire wall*.
- Fire walls* shall be permitted to terminate at the interior surface of noncombustible exterior sheathing where the building on each side of the

fire wall is protected by an *automatic sprinkler system* installed in accordance with Section 903.3.1.1 or 903.3.1.2.

706.5.1 Exterior walls. Where the *fire wall* intersects *exterior walls*, the *fire-resistance rating* and opening protection of the *exterior walls* shall comply with one of the following:

- The *exterior walls* on both sides of the *fire wall* shall have a 1-hour *fire-resistance rating* with $\frac{3}{4}$ -hour protection where opening protection is required by Section 705.8. The *fire-resistance rating* of the *exterior wall* shall extend not less than 4 feet (1220 mm) on each side of the intersection of the *fire wall* to *exterior wall*. *Exterior wall* intersections at *fire walls* that form an angle equal to or greater than 180 degrees (3.14 rad) do not need *exterior wall* protection.
- Buildings or spaces on both sides of the intersecting *fire wall* shall assume to have an imaginary *lot line* at the *fire wall* and extending beyond the exterior of the *fire wall*. The location of the assumed line in relation to the *exterior walls* and the *fire wall* shall be such that the *exterior wall* and opening protection meet the requirements set forth in Sections 705.5 and 705.8. Such protection is not required for *exterior walls* terminating at *fire walls* that form an angle equal to or greater than 180 degrees (3.14 rad).

706.5.2 Horizontal projecting elements. *Fire walls* shall extend to the outer edge of horizontal projecting elements such as balconies, roof overhangs, canopies, *marquees* and similar projections that are within 4 feet (1220 mm) of the *fire wall*.

Exceptions:

- Horizontal projecting elements without concealed spaces, provided that the *exterior wall* behind and below the projecting element has not less than 1-hour fire-resistance-rated construction for a distance not less than the depth of the projecting element on both sides of the *fire wall*. Openings within such *exterior walls* shall be protected by opening protectives having a *fire protection rating* of not less than $\frac{3}{4}$ hour.
- Noncombustible horizontal projecting elements with concealed spaces, provided that a minimum 1-hour fire-resistance-rated wall extends through the concealed space. The projecting element shall be separated from the building by not less than 1-hour fire-resistance-rated construction for a distance on each side of the *fire wall* equal to the depth of the projecting element. The wall is not required to extend under the projecting element where the building *exterior wall* is not less than 1-hour *fire-resistance rated* for a distance on each side of the *fire wall* equal to the depth of the projecting element. Openings within such *exterior walls*

SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE

402.8 Means of egress. *Covered mall buildings, open mall buildings* and each tenant space within a *mall building* shall be provided with *means of egress* as required by this section and this code. Where there is a conflict between the requirements of this code and the requirements of Sections 402.8.1 through 402.8.8, the requirements of Sections 402.8.1 through 402.8.8 shall apply.

402.8.1 Mall width. For the purpose of providing required egress, *malls* are permitted to be considered as corridors but need not comply with the requirements of Section 1005.1 of this code where the width of the *mall* is as specified in this section.

402.8.1.1 Minimum width. The aggregate clear egress width of the *mall* in either a *covered or open mall building* shall be not less than 20 feet (6096 mm). The *mall* width shall be sufficient to accommodate the *occupant load* served. Any portion of the minimum required aggregate egress width shall be not less than 10 feet (3048 mm) measured to a height of 8 feet (2438 mm) between any projection of a tenant space bordering the *mall* and the nearest kiosk, vending machine, bench, display opening, *food court* or other obstruction to *means of egress* travel.

402.8.2 Determination of occupant load. The *occupant load* permitted in any individual tenant space in a *covered or open mall building* shall be determined as required by this code. *Means of egress* requirements for individual tenant spaces shall be based on the *occupant load* thus determined.

402.8.2.1 Occupant formula. In determining required *means of egress* of the *mall*, the number of occupants for whom *means of egress* are to be provided shall be based on *gross leasable area* of the *covered or open mall building* (excluding *anchor buildings*) and the *occupant load factor* as determined by Equation 4-1.

$$OLF = (0.00007)(GLA) + 25 \quad \text{(Equation 4-1)}$$

where:

OLF = The *occupant load factor* (square feet per person).

GLA = The *gross leasable area* (square feet).

Exception: Tenant spaces attached to a *covered or open mall building* but with a *means of egress* system that is totally independent of the open mall of an *open mall building* or of a *covered mall building* shall not be considered as *gross leasable area* for determining the required *means of egress* for the *mall building*.

402.8.2.2 OLF range. The *occupant load factor* (*OLF*) is not required to be less than 30 and shall not exceed 50.

402.8.2.3 Anchor buildings. The *occupant load* of *anchor buildings* opening into the *mall* shall not be included in computing the total number of occupants for the *mall*.

402.8.2.4 Food courts. The *occupant load* of a *food court* shall be determined in accordance with Section

1004. For the purposes of determining the *means of egress* requirements for the *mall*, the *food court occupant load* shall be added to the *occupant load* of the *covered or open mall building* as calculated in Section 402.8.2.1.

402.8.3 Number of means of egress. Wherever the distance of travel to the *mall* from any location within a tenant space used by persons other than employees is greater than 75 feet (22 860 mm) or the tenant space has an *occupant load* of 50 or more, not fewer than two *means of egress* shall be provided.

402.8.4 Arrangements of means of egress. Assembly occupancies with an *occupant load* of 500 or more located within a *covered mall building* shall be so located such that their entrance will be immediately adjacent to a principal entrance to the *mall* and shall have not less than one-half of their required *means of egress* opening directly to the exterior of the *covered mall building*. Assembly occupancies located within the perimeter line of an *open mall building* shall be permitted to have their main *exit* open to the *open mall*.

402.8.4.1 Anchor building means of egress.

Required *means of egress* for *anchor buildings* shall be provided independently from the *mall means of egress* system. The *occupant load* of *anchor buildings* opening into the *mall* shall not be included in determining *means of egress* requirements for the *mall*. The path of egress travel of *malls* shall not exit through *anchor buildings*. *Malls* terminating at an *anchor building* where other *means of egress* has not been provided shall be considered as a dead-end *mall*.

402.8.5 Distance to exits. Within each individual tenant space in a *covered or open mall building*, the distance of travel from any point to an *exit* or entrance to the *mall* shall be not greater than 200 feet (60 960 mm).

The distance of travel from any point within a *mall* of a *covered mall building* to an *exit* shall be not greater than 200 feet (60 960 mm). The maximum distance of travel from any point within an *open mall* to the perimeter line of the *open mall building* shall be not greater than 200 feet (60 960 mm).

402.8.6 Access to exits. Where more than one *exit* is required, they shall be so arranged that it is possible to travel in either direction from any point in a *mall* of a *covered mall building* to separate *exits* or from any point in an *open mall* of an *open mall building* to two separate locations on the perimeter line, provided that neither location is an *exterior wall* of an *anchor building* or parking garage. The width of an *exit passageway* or *corridor* from a *mall* shall be not less than 66 inches (1676 mm).

Exception: Access to *exits* is permitted by way of a dead-end *mall* that does not exceed a length equal to twice the width of the *mall* measured at the narrowest location within the dead-end portion of the *mall*.

402.8.6.1 Exit passageways. Where *exit passageways* provide a secondary *means of egress* from a tenant

SPECIAL DETAILED REQUIREMENTS BASED ON OCCUPANCY AND USE

or *open mall building* does not exceed three floor levels at any point nor three *stories above grade plane*, and is of Type I, II, III or IV construction.

402.4.1.2 Anchor buildings. The *building area* and *building height* of any *anchor building* shall be based on the type of construction as required by Section 503 as modified by Sections 504 and 506.

Exception: The *building area* of any *anchor building* shall not be limited provided that the *anchor building* is not more than three *stories above grade plane*, and is of Type I, II, III or IV construction.

402.4.1.3 Parking garage. The *building area* and *building height* of any parking garage shall be based on the type of construction as required by Sections 406.5 and 406.6, respectively.

402.4.2 Fire-resistance-rated separation. Fire-resistance-rated separation is not required between tenant spaces and the *mall*. Fire-resistance-rated separation is not required between a *food court* and adjacent tenant spaces or the *mall*.

402.4.2.1 Tenant separations. Each tenant space shall be separated from other tenant spaces by a *fire partition* complying with Section 708. A tenant separation wall is not required between any tenant space and the *mall*.

402.4.2.2 Anchor building separation. An *anchor building* shall be separated from the *covered or open mall building* by *fire walls* complying with Section 706.

Exceptions:

1. *Anchor buildings* of not more than three *stories above grade plane* that have an occupancy classification the same as that permitted for tenants of the *mall building* shall be separated by 2-hour fire-resistance-rated *fire barriers* complying with Section 707.
2. The *exterior walls* of *anchor buildings* separated from an *open mall building* by an *open mall* shall comply with Table 705.5.

402.4.2.2.1 Openings between anchor building and mall. Except for the separation between Group R-1 *sleeping units* and the *mall*, openings between *anchor buildings* of Type IA, IB, IIA or IIB construction and the *mall* need not be protected.

402.4.2.3 Parking garages. An attached garage for the storage of passenger vehicles having a capacity of not more than nine persons and *open parking garages* shall be considered as a separate building where it is separated from the *covered or open mall building* or *anchor building* by not less than 2-hour *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 711, or both.

Parking garages, which are separated from *covered mall buildings*, *open mall buildings* or *anchor buildings*, shall comply with the provisions of Table 705.5.

Pedestrian walkways and tunnels that connect garages to *mall buildings* or *anchor buildings* shall be constructed in accordance with Section 3104.

402.4.3 Open mall construction. Floor assemblies in, and roof assemblies over, the *open mall* of an *open mall building* shall be open to the atmosphere for not less than 20 feet (9096 mm), measured perpendicular from the face of the tenant spaces on the lowest level, from edge of balcony to edge of balcony on upper floors and from edge of roof line to edge of roof line. The openings within, or the unroofed area of, an *open mall* shall extend from the lowest/grade level of the open mall through the entire roof assembly. Balconies on upper levels of the *mall* shall not project into the required width of the opening.

402.4.3.1 Pedestrian walkways. *Pedestrian walkways* connecting balconies in an *open mall* shall be located not less than 20 feet (9096 mm) from any other *pedestrian walkway*.

[F] 402.5 Automatic sprinkler system. *Covered and open mall buildings* and buildings connected shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, which shall comply with all of the following:

1. The *automatic sprinkler system* shall be complete and operative throughout occupied space in the *mall building* prior to occupancy of any of the tenant spaces. Unoccupied tenant spaces shall be similarly protected unless provided with *approved* alternative protection.
2. Sprinkler protection for the *mall* of a *covered mall building* shall be independent from that provided for tenant spaces or *anchor buildings*.
3. Sprinkler protection for the tenant spaces of an *open mall building* shall be independent from that provided for *anchor buildings*.
4. Sprinkler protection shall be provided beneath exterior circulation balconies located adjacent to an *open mall*.
5. Where tenant spaces are supplied by the same system, they shall be independently controlled.

Exception: An *automatic sprinkler system* shall not be required in spaces or areas of *open parking garages* separated from the covered or *open mall building* in accordance with Section 402.4.2.3 and constructed in accordance with Section 406.5.

402.6 Interior finishes and features. *Interior finishes* within the *mall* and installations within the *mall* shall comply with Sections 402.6.1 through 402.6.4.

402.6.1 Interior finish *Interior wall and ceiling finishes* within the *mall* of a *covered mall building* and within the *exits* of *covered or open mall buildings* shall have a mini-

CITY OF
GALESBURG
ILLINOIS

April 26, 2023

B N B Designs
Kit Bolling
115 N. Nettleton
Bonner Springs, KS. 66012

Project Name: VA Outpatient Clinic
Address: 1090 W. Carl Sandburg Dr.
Nature of Work: renovate space into outpatient clinic
Tenant Area Sq. Ft.: 20743
Occupant Classification: B
Occupant Load: 278
Construction Type: IIB
Zone: CPD

This letter is to advise you that we have received Construction drawings for the subject proposed construction. The prints were reviewed under the 2012 International Building Code and the Galesburg Municipal Code. Please review and respond as noted to the attached comments.

Compliance with code requirements for Electrical, Plumbing & HVAC are reviewed by the Electrical (Robert Elsbury) and Plumbing/HVAC (Rich Slagel) Inspectors and are not included in this review.

(If applicable) Compliance with code requirements for fire protection systems, such as Fire Alarm, Sprinkler and Suppression Systems, are determined by separate shop drawing submittal to Fire Marshall Randy Hovind of the Galesburg Fire Department, 309 345-3757.

This review is valid for a period of 90 days from the date of this letter.

If you have any questions regarding this letter, please feel free to contact me at (309) 345-3617, or visit my office located at 55 W. Tompkins Street.

Sincerely,



Rory Speidel
Building Inspector

cc: File Copy

Attachments

1. Plan Review Comments



Please see the following plan review comments for the prints that were received.

International Building Code/ Plan Comments

1. **Section 107.4:** Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.
2. **Adopted Codes:** The City of Galesburg has currently adopted the 2012 International Building Code, 2014 Illinois Plumbing Code, 2012 International Mechanical Code, 2012 International Fuel Gas Code, 2012 International Fire Code, 2014 National Electrical Code and the 2018 Illinois Accessibility Code.
3. **Section 706.1.1 Party Walls ,Section 706:** 3-Hour Fire wall separation at the property line where mall entrances were terminated and subdivisions drawn, still has not been completed. Drawings done for previous owner have been approved and never executed therefore the proper separation has not been completed and will need to be address in order to complete the project submitted.

Municipal and State Requirements

4. General contractors & **subcontractors** must be registered with the City of Galesburg
5. To better prevent any such complications, please provide a list of all subcontractors and their address so that I may follow up on any required registrations.