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## SUPPLEMENT TO AGREEMENT FOR TEMPORARY UTILITY EASEMENT

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5024/0222 32 001 Page 1 of 9  
2002-07-11 14:34:28  
Cook County Recorder 37.00



(For Recorder's Use Only)

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THIS SUPPLEMENT ("Supplemental Agreement") is made as of the 15<sup>th</sup> day of July, 2002 by and between CATHOLIC HEALTH PARTNERS SERVICES, an Illinois not-for-profit corporation ("CHPS") and THE CHILDREN'S MEMORIAL HOSPITAL an Illinois not-for-profit corporation ("Hospital"), to that certain AGREEMENT FOR TEMPORARY UTILITY EASEMENT ("Agreement") dated February 19, 2002, made by and between CHPS and Hospital, and recorded February 22, 2002 as Document No. 0020207679 in the Office of the Recorder of Deeds of Cook County, Illinois.

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### RECITALS

A. CHPS and Hospital executed and recorded the Agreement for purposes of subjecting the property legally described on Exhibit A attached thereto and referred to in the Agreement as "Parcel A," and the property legally described on Exhibit B attached thereto and referred to in the Agreement as "Parcel B" to certain easements between Parcel A and Parcel B and to facilitate the disconnection of the electrical lines on Parcel A which service Parcel B and the re-supply of electrical service directly from Commonwealth Edison Company, an Illinois

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corporation (Commonwealth Edison Company, or its successors and assigns from time to time furnishing electrical service to Parcel A and Parcel B being hereinafter referred to as "ComEd"), all as more particularly described in the Agreement. Exhibits A and B to the Agreement are attached as Exhibits A and B to this Supplemental Agreement.

B. Paragraph 7 of the Agreement provides that Hospital and CHPS shall execute and record a supplement to the Agreement confirming Hospital's assumption of the obligations of CHPS, as set forth in Paragraph 6 of the Agreement, upon Hospital obtaining assurances from ComEd that the disconnect and re-supply work described in the Agreement can be completed by ComEd no later than December 16, 2002.

C. Hospital has received such assurances from ComEd and the parties therefore desire to enter into and record this Supplemental Agreement as contemplated by Paragraph 6 of the Agreement (all such obligations to be performed at the cost and expense of CHPS as set forth below).

**NOW, THEREFORE,** in consideration of the foregoing and the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to supplement the Agreement as follows:

1. **Recitals.** The parties hereby confirm the accuracy of the Recitals above. The Recitals above are incorporated herein by this reference as if restated in this Paragraph 1 in their entirety.
2. **Obligations.** Paragraph 6 of the Agreement is hereby supplemented and modified so that Hospital assumes from and after the date hereof all of the obligations of CHPS contained

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in Paragraph 6 of the Agreement for the disconnection and re-supply of the electrical service to Parcel B. CHPS agrees to promptly pay the Hospital for the actual costs charged by ComEd to perform such disconnection and re-supply work to obtain the same level of electrical service to Parcel B as currently provided to Parcel B from the electrical vault and the Electrical Facilities currently located on Parcel A, as defined in the Agreement, and for all reasonable construction management and supervisory engineering costs incurred by Hospital to outside third parties for such work. CHPS shall not be responsible for any in-house or internal overhead costs incurred by Hospital for such work or for any upgrade to the level of electrical services currently provided to Parcel B from Parcel A.

3. **Termination.** CHPS and Hospital acknowledge that, the Agreement and this Supplemental Agreement (including the temporary Electrical Easement created by the Agreement) shall automatically terminate and be released on December 31, 2002 without further action of the parties, unless sooner terminated and released in accordance with the provisions of Paragraph 10 of the Agreement, or unless otherwise extended by amendment hereto executed and delivered by both parties.

4. **Capitalized Terms.** All capitalized terms used in this Supplemental Agreement which are not specifically defined herein shall have the meaning specified in the Agreement.

5. **Covenants Run With the Land.** The agreements and covenants set forth herein are imposed upon Parcel A and Parcel B and shall run with and against the relevant Parcel, shall be a charge and a burden thereon and shall be binding upon the owner thereof, and its successors in interest, and shall inure to the benefit of the other Parcel and the owner from time to time thereof, and its successors and assigns.

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6. **Ratification.** In all other respects the Agreement shall remain unmodified and in full force and effect.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Supplement to Agreement for Temporary Utility Easement as of the date first above written.

**CATHOLIC HEALTH PARTNERS SERVICES**, an Illinois not-for-profit corporation

By: Matthias D. Maguire  
Name: Matthias D. Maguire  
Its: President and CEO

**THE CHILDREN'S MEMORIAL HOSPITAL**, an Illinois not-for-profit corporation

By: [Signature]  
Name: SO. DON S. GASS  
Its: CHIEF OPERATING OFFICER

This instrument was prepared by (and return after recording to):

Katherine N. O'Connell, Esq.  
Gardner, Carton & Douglas  
321 N. Clark Street  
Suite 3400  
Chicago, Illinois 60610  
321/644-3381

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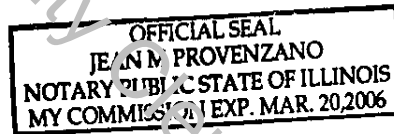
STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     SS:

I, Jean M Provenzano, a notary public in and for said County, in the State aforesaid, do hereby certify that, **Matthias D. Maguire**, personally known to me to be the President of Catholic Health Partners Services, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such duly authorized officer, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of July, 2002.

Jean M Provenzano  
Notary Public

My Commission Expires: 3/20/06



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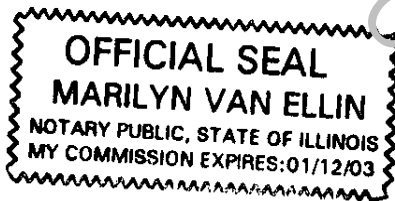


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STATE OF ILLINOIS        )  
                                  )  
COUNTY OF COOK        )        SS:

I, MARILYN VAN ELLIN, a notary public in and for said County, in the State aforesaid, do hereby certify that, **Gordon B. Bass**, personally known to me to be the Chief Operating Officer of The Children's Memorial Hospital, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such duly authorized officer, he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of June, 2002.



Marilyn Van Ellin  
Notary Public

My Commission Expires: 1-12-03

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## EXHIBIT A

### Legal Description of Parcel A

LOT 2 IN COLUMBUS HOSPITAL SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-28-319-037-0000

Address: 2520 N. Lakeview  
Chicago, IL 60614

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## EXHIBIT B

### Legal Description of Parcel B

LOTS 1 TO 5, BOTH INCLUSIVE, IN THE SUBDIVISION OF THE NORTHEASTERLY 100.00 FEET OF LOTS 4 AND 5 IN SUBDIVISION OF OUTLOT 'B' (EXCEPT THE SOUTH 320.00 FEET THEREOF) IN WRIGHTWOOD, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 14-28-319-003-0000  
14-28-319-004-0000  
14-28-319-005-0000  
14-28-319-006-0000  
14-28-319-007-0000

Address: 467 West Deming Place  
Chicago, Illinois 60614

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