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Cook County Recorder of Deeds
Date: 10/21/2005 01:02 PM Pg: 1 of 8

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DECLARATION AND GRANT OF EASEMENTS

THIS DECLARATION AND GRANT OF EASEMENTS ("Declaration") is made as of this 6th day of October, 2005, by NORWEGIAN AMERICAN HOSPITAL INC., an Illinois not-for-profit corporation (hereinafter referred to as the "Declarant").

RECITALS:

A. Declarant is the owner of that certain land located in the City of Chicago, County of Cook, Illinois, legally described on Exhibit "A" attached hereto and made a part hereof (the "Hospital Parcel"). Located on the Hospital Parcel is Norwegian American Hospital (the "Hospital").

B. Declarant is also the owner of that certain land located in the City of Chicago, County of Cook, Illinois legally described on Exhibit "B" attached hereto and made a part hereof (the "Medical Office Building Parcel"). Located on the Medical Office Building Parcel is a medical office building operated by Declarant (the "Medical Office Building").

C. Declarant is also the owner of that certain land located in the City of Chicago, County of Cook, Illinois, legally described on Exhibit "C" attached hereto and made a part hereof (the "Easement Parcel"). Located on the Easement Parcel is a building that physically connects the Hospital and the Medical Office Building which functions as the entrance to both the Hospital and the Medical Office Building and which permits pedestrian access to and from the Hospital and the Medical Office Building and other improvements.

D. The Hospital Parcel and the Medical Office Building Parcel are a part of the Institutional Planned Development 599 ("IPD599") passed by the City Council of the City of Chicago which regulates the use and development of both Parcels in lieu of the more general application of the Zoning Ordinance of the City of Chicago. The remainder of the land affected by IPD599 is owned by Declarant (the "Remainder of IPD599").

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E. Declarant intends to provide for easements for the benefit of the Medical Office Building Parcel which will automatically be established in the event the Hospital Parcel and the Medical Office Building Parcel become owned by separate parties.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the sufficiency of which are jointly acknowledged, IT IS HEREBY AGREED as follows:

1. Integration. The foregoing Recitals A through D, inclusive, are reaffirmed and incorporated herein as an integral sustaining part hereof. "Owner," as used herein, shall mean Declarant and its grantees, assignees, transferees, successors by merger and successors in title of the Hospital Parcel and the Medical Office Building Parcel, and any party who otherwise acquires legal or equitable ownership thereof.

2. Declaration of Easements. Declarant hereby grants, declares, conveys and establishes for its benefit, and the benefit of each subsequent Owner of the Medical Building Parcel, and the benefit of its beneficiaries, officers, agents, employees, mortgagees, tenants, guests and invitees, the following non-exclusive, irrevocable and perpetual easements over, under, across and upon the Easement Parcel:

- (a) an easement to maintain, repair and replace that part of the Medical Office Building that can only be maintained, repaired or replaced from the Easement Parcel and the Hospital Parcel (the "Maintenance Easement");
- (b) a non-exclusive easement to permit ingress and egress to and from the Medical Office Building and the adjacent public rights of way ("Access Easement") for pedestrian and vehicular access over and upon the parking areas, vehicular access aisles and pedestrian walkways located, from time to time, on the Easement Parcel and the Hospital Parcel;
- (c) a non-exclusive easement to permit pedestrian access over and upon the pedestrian access ways located on the Easement Parcel to gain access to the Hospital ("Pedestrian Easement") or the Hospital Parcel; and
- (d) an easement as is necessary to use, repair and replace any utility lines serving the Medical Office Building Parcel that may be presently located on the Easement Parcel ("Utilities Easement").

The Maintenance Easement, the Access Easement, the Pedestrian Easement and the Utilities Easement are collectively herein referred to as the Easements. The Easement Parcel shall not be obstructed by the owner of the Medical Office Building in the use of the Easements.

3. Maintenance Agreement. The Owner of the Hospital Parcel shall maintain the Easement Parcel, including all improvements located thereon and keep the Easement Parcel in a safe, unobstructive and usable condition. "Maintenance," as used herein, shall mean general maintenance, repair or replacement to be performed on the building and associated Easement Parcel improvements presently or in the future located on the Easement Parcel, periodically, or as needed, consistent with commercial properties located in the City of Chicago. Maintenance

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shall also include the restoration of the improvements in the event they are damaged or destroyed by casualty. With regard to such Maintenance, the Owner of the Hospital Parcel shall comply with all federal, state and local zoning and other ordinances, statutes, requirements and regulations.

The Owner of the Medical Office Building Parcel shall have the right, but not the obligation, to maintain the Easement Parcel, including all improvements located thereon in the event that the Owner of the Hospital Parcel fails to do so in a prompt and timely manner. In the event that the Owner of the Medical Office Building Parcel performs maintenance on the Easement Parcel as set forth above, the Owner of the Hospital Parcel shall promptly reimburse Owner of the Medical Office Building Parcel for fifty percent (50%) of the costs of such maintenance upon demand for the same.

4. Reimbursement of Taxes and Expenses. For so long as this Declaration remains in effect, each Owner shall pay all "Taxes" (hereinafter defined) levied or assessed on their respective Parcels. "Taxes," as used herein, means the total of all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, including assessments for public improvements assessed, levied or imposed upon the Hospital Parcel and the Medical Office Building Parcel from time to time by any public authority. The Owner of the Hospital Parcel shall pay all Taxes and maintenance expenses for the Easement Parcel and the Owner of the Medical Office Building Parcel shall reimburse the Owner of the Hospital Parcel for fifty percent (50%) of the Taxes and the expenses of Maintenance that are consented to by the Owner of the Medical Office Building Parcel.

5. Insurance. Each Owner shall procure and maintain, for its respective parcel, public liability insurance, in an amount of not less than \$1,000,000.00 combined single limit, per occurrence, for personal injury, death or property damage which may occur on or about their respective Parcels. The Owner of the Hospital Parcel shall maintain public liability and casualty insurance for the Easement Parcel and shall name the Owner of the Medical Office Building Parcel as an additional insured for that part of the policies which insures the Easement Parcel and the improvements located thereon.

6. No Dedication. The easement granted herein is limited to the Easement Parcel and for the purposes hereunder. No part of the Hospital Parcel or the Medical Office Building Parcel is intended to be burdened by the provisions hereof except as otherwise set forth herein. The Easements granted herein shall, in no event be deemed or construed as a public dedication, and Declarant reserves the right, from time to time, to temporarily close portions of the Easement Parcel in a manner which does not unreasonably interfere with the use of the Medical Office Building Parcel in order to prevent the dedication or accrual of any rights in the public.

7. Compliance with IPD599. The Owner of the Medical Office Building Parcel shall comply with the requirements of IPD599 as it relates to the Medical Office Building Parcel. Declarant and the owner of the Hospital Parcel shall comply or cause to be complied with the requirements of IPD599 as it relates to the Hospital Parcel and the Remainder of IPD599. Declarant shall specifically, but not in derogation of its general compliance covenant, maintain on the Remainder of IPD599 not less than 455 automobile parking spaces (the "Required Parking Spaces"). Prior to any act which could result in the separation of the ownership of the

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Remainder of PD599 from Declarant, Declarant shall, prior to engaging in such act, declare such restrictive covenants as are necessary to cause the Required Parking Spaces to be maintained on the Remainder of IPD599.

8. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Hospital Parcel or the Medical Office Building Parcel. All easements herein described are easements appurtenant, running with the land, that shall at all times inure to the benefit of and be binding upon each Owner and their grantees, mortgagees, successors, assigns, legal and personal representatives.

9. Independent Contractors. Nothing contained in this Declaration shall be construed to make the parties hereto partners or joint venturers.

10. Partial Invalidity. If any terms, provision or conditions contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law, provided that the Owners shall to the fullest extent possible modify such invalid or unenforceable term, provision or condition to the extent required to carry out the general intention of the Declaration and to impart validity to such term, provision nor condition.

11. Captions and Interpretations. The captions of the sections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or construction. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and visa versa as the context shall require.

IN WITNESS WHEREOF, Norwegian American Hospital, Inc. has caused this Declaration to be signed and attested by its respective duly authorized officer on the day, month and year first above written.

NORWEGIAN AMERICAN HOSPITAL, INC., an Illinois not-for-profit corporation

By: Richard J. [Signature]

ATTEST: [Signature]
AVP of Finance
Title:

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. O'Grady, Jr, the President, of Norwegian American Hospital, Inc., an Illinois not-for-profit corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Michael, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of October, 2005.

Susana Dorantes
Notary Public



My Commission Expires:

10.20.07

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EXHIBIT "A"

LEGAL DESCRIPTION OF THE HOSPITAL PARCEL

LOTS 1 TO 12 (BOTH INCLUSIVE) AND 16 FT. PUBLIC VACATED ALLEY IN BLOCK 6, LOTS 1 TO 6 AND THE NORTH HALF OF LOT 7, AND THE NORTH HALF OF LOT 26 AND LOTS 27 TO 30 (BOTH INCLUSIVE) IN BLOCK 12, ALL BEING IN HUTCHINSON AND COLT'S SUBDIVISION OF BLOCKS 2, 6, 12 AND 16 IN CARTER'S SUBDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 IN CLIFFORD'S ADDITION TO CHICAGO, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16-01-306-001
16-01-306-002
16-01-306-003
16-01-306-004
16-01-306-005
16-01-306-006
16-01-309-001
16-01-309-002
16-01-309-003
16-01-309-004
16-01-309-014
16-01-309-015
16-01-309-016
16-01-309-017
16-01-309-018
16-01-309-019

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EXHIBIT "B"

LEGAL DESCRIPTION OF THE MEDICAL OFFICE BUILDING PARCEL

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 AND THE VACATED ALLEY LYING EAST AND ADJOINING LOTS 7 THROUGH 12 IN BLOCK 7 IN CARTER'S RESUBDIVISION OF BLOCK 17 IN CARTER'S SUBDIVISION*ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1885 AS DOCUMENT NUMBER 636177, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

* IN THE Southwest 1/4 of Section 1, Township 39 North, Range 13

- P.I.N. 16-01-307-001
16-01-307-002
16-01-307-003
16-01-307-004
16-01-307-005
16-01-307-006
16-01-307-007
16-01-307-008
16-01-307-009
16-01-307-010
16-01-307-011

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EXHIBIT "C"

LEGAL DESCRIPTION OF THE EASEMENT PARCEL

THAT PART OF FRANCISCO STREET LYING SOUTH OF THE SOUTH LINE OF THOMAS STREET AND LYING NORTH OF THE NORTH LINE OF CORTEZ STREET, ALL IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

P.I.N.
16-01-306-006
16-01-307-001
16-01-307-002
16-01-307-003
16-01-307-004

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