

This Document was Prepared by:

Betsy Mukamal  
Sidley & Austin  
Bank One Plaza  
10 South Dearborn Street  
Chicago, Illinois 60603



When Recorded Return to:

Robert J. Maganuco  
Sidley & Austin  
Bank One Plaza  
10 South Dearborn Street  
Chicago, IL 60603

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Agreement") is entered into as of the 16th day of December, 1999, by and between PARTNERS 99, L.L.C., a Delaware limited liability company ("Partners 99"), and OAK PARK HOSPITAL, an Illinois not-for-profit corporation ("OPH").

**WITNESSETH:**

WHEREAS OPH is the owner of fee simple title to certain property (the "Hospital Property") in Oak Park, Illinois legally described on Exhibit A attached hereto and made a part hereof, including the Oak Park Hospital (the "Hospital") and a parking garage ("Parking Garage"); and

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WHEREAS, Partners 99 has acquired from OPH fee simple title to the property adjacent to the Hospital Property and described on Exhibit B attached hereto and made a part hereof (the "Partners 99 Property"), (the "Hospital Property" and the "Partners 99 Property" together comprise the "Property"); and

WHEREAS, Partners 99 intends to construct on the Partners 99 Property a medical office building (the "Medical Office Building") together with surface parking and certain other improvements (collectively, the "Medical Office Improvements" as depicted on the Site Plan attached hereto as Exhibit C and hereby made a part hereof); and

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WHEREAS, the portion of the Partners 99 Property identified as Parcel A on Exhibit C (the "Vault Easement Area") contains, among other things, certain underground improvements (the "Vault"), and Partners 99 desires to grant to OPH, and OPH desires to receive from Partners 99 a subterranean easement under the Vault Easement Area for purposes of OPH's gaining access to and continued use, repair, maintenance and replacement of the Vault and any machinery or equipment contained therein; and

WHEREAS, Partners 99 intends that the Medical Office Improvements will include, in an area adjacent to the southeast corner of the Hospital adjoining the emergency room driveway, identified as Parcel B on Exhibit C (the "Emergency Egress Easement Area"), parking and other improvements that will limit egress from the Hospital's emergency room driveway, and Partners 99 desires to grant, and OPH desires to receive, an easement for egress by vehicles and pedestrians from the Hospital's emergency room driveway across the Emergency Egress Easement Area; and

WHEREAS, OPH desires to grant to Partners 99, and Partners 99 desires to receive from OPH: (i) an easement in, upon, under, over, across and along that portion of the Hospital Property identified as Parcel C on Exhibit C (the "Wisconsin Avenue Easement Area") for purposes of Partners 99 gaining vehicular and pedestrian access, ingress and egress over the Wisconsin Avenue Easement Area, (ii) an easement for vehicular and pedestrian access, ingress and egress to and the right to park vehicles in the Parking Garage at the location identified as Parcel D on Exhibit C and (iii) an easement for installation of a surface parking lot on property identified as Parcel E on Exhibit C (the "Harlem Avenue Parking Property") and for vehicular and pedestrian access, ingress and egress thereto and the right to park vehicles thereon; and

WHEREAS, Partners 99 intends that the Medical Office Improvements will include an enclosed corridor (the "Pedestrian Corridor") at the location identified as Parcel F on Exhibit C, extending from the Medical Office Building to the Hospital, and OPH desires to grant to Partners 99, and Partners 99 desires to receive from OPH, an easement to connect the Pedestrian Corridor to the Hospital, and Partners 99 and OPH (together, the "Parties") desire to grant to each other and to receive mutual easements for pedestrian access, ingress and egress through the Pedestrian Corridor between the Medical Office Building and the Hospital on the terms set forth herein; and

WHEREAS, the Parties desire to grant to each other, and the Parties desire to receive from each other mutual easements in, upon, under, over, across and along a strip fifteen (15) feet into each of the Partners 99 Property and the Hospital Property at each point where the Partners 99 Property abuts the Hospital Property for purposes of the continued maintenance of the Partners 99 Property and the Hospital Property and any improvements thereon; and

WHEREAS, Partners 99 intends that the Medical Office Improvements will include the reconfiguration of the driveway and pedestrian access adjoining the southwest corner of the Hospital, identified as Parcel G on Exhibit C (the "Driveway Easement Area"), and OPH desires to grant to Partners 99, and Partners 99 desires to receive from OPH, an easement for the construction and installation of the driveway, sidewalks and other improvements within that portion of the

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Driveway Easement Area located on the Hospital Property, and, upon completion of such improvements, the Parties desire to grant to each other and to receive mutual easements for pedestrian and vehicular access, ingress and egress, over the driveway and sidewalks located on the Driveway Easement Area; and

WHEREAS, OPH desires to grant to Partners 99, and Partners 99 desires to receive from OPH a temporary easement for purposes of entering onto the Hospital Property as reasonably necessary for the development of any improvements on the Partners 99 Property during construction and development of the Partners 99 Property and the improvements thereon.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereby agree and covenant with each other as follows

1. **Vault Easement.** (a) Partners 99 does hereby give, grant and convey to OPH and its successors and assigns, an exclusive, perpetual right and subterranean easement under the Vault Easement Area for purposes of OPH's gaining access to and continued use, repair, maintenance and replacement of the Vault and any machinery or equipment contained therein and any new equipment, whether of the same or a different nature as the equipment currently contained therein. In the exercise of its rights hereunder, OPH may (subject to and in accordance with the provisions of Section 12 hereof) temporarily use the surface of the Vault Easement Area to gain access to the Vault as reasonably necessary to enable OPH to exercise its rights hereunder

(b) Partners 99 shall not construct on the surface above the Vault Easement Area any improvements, other than paving (whether for sidewalks or driveways), ancillary parking improvements (such as fences, gates and the like), lighting and landscaping. OPH reserves the right to enter upon the surface of the Vault Easement Area, upon prior notice to Partners 99 (except in the case of emergency where no such notice shall be required) to address any surface conditions (such as drainage) that are adversely affecting the Vault.

2. **OPH Emergency Egress Easement.** Partners 99 does hereby give, grant and convey to OPH and its successors and assigns, the non-exclusive, perpetual right and easement in, over, under, upon and across the Emergency Egress Easement Area for purposes of OPH's egress by vehicles and pedestrians from the Hospital's emergency room driveway across the Emergency Egress Easement Area.

3. **Wisconsin Avenue Easement.** (a) OPH does hereby give, grant and convey to Partners 99 and its successors and assigns, the non-exclusive perpetual right and easement in, over, under, upon and across the Wisconsin Avenue Easement Area for purposes of Partners 99 gaining vehicular and pedestrian access to, ingress and egress over the Wisconsin Avenue Easement Area.

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(b) In the event OPH hereafter desires to construct improvements that would interfere with the use by Partners 99 of the Wisconsin Avenue Easement Area, OPH shall propose to Partners 99 an alternative means of access to the Partners 99 Property whether by public street or private easement, and Partners 99 will not unreasonably withhold its approval thereof, provided that (i) such alternative access is reasonably equivalent to the Wisconsin Avenue Easement Areas in terms of convenience and accessibility and satisfies all requirements of the Village of Oak Park, (ii) OPH grants or causes to be granted to Partners 99 such perpetual easements as are necessary to provide such alternate access (which easements shall be reasonably satisfactory to Partners 99 in form and substance), (iii) any mortgagee of the Partners 99 Property consents to the foregoing and (iv) OPH pays or causes to be paid all costs and expenses related to the foregoing.

4. **Parking Easements.** (a) OPH does hereby give, grant and convey to Partners 99 and its successors and assigns (i) the non-exclusive perpetual right and easement, on the terms herein set forth, in, over, under, upon and across the Parking Garage for purposes of pedestrian and vehicular access to and ingress and egress over, access thereto and the perpetual right and easement to park vehicles within the Parking Garage and (ii) the perpetual right and easement, on the terms herein set forth, in, over, under, upon and across the Harlem Avenue Parking Property for purposes of Partners 99 gaining vehicular and pedestrian access to, ingress and egress over, and construction, maintenance, repair and replacement of a surface parking lot, and the perpetual right and easement to park vehicles thereon.

(b) Except to the extent that spaces are designated or restricted for exclusive use as hereinafter provided, the rights and easements granted to Partners 99 for use of parking spaces do not entitle Partners 99 to use of any specific designated space or spaces but shall entitle Partners 99 to the use of not less than 393 parking spaces (in the aggregate) in the Parking Garage and on the Harlem Avenue Parking Property.

(c) OPH reserves the right to designate spaces in the Parking Garage for exclusive use by OPH or exclusive use by Partners 99, subject to the limitations set forth in subparagraph (b) above and provided that the designation of spaces shall be done in a manner that provides Partners 99 with use of designated spaces that are substantially equivalent in terms of desirability and location to the spaces designated for use by OPH or not otherwise designated. OPH may, but shall not be required to, impose a parking fee for use of the Parking Garage and may elect to impose such fee either on members of the public using the Parking Garage, or on persons employed at the Hospital and the Medical Office Building, or on classes of either or both, provided that the fees that are imposed are not discriminatory against Partners 99 or occupants of the Medical Office Building or any of their invitees. OPH may, as reasonably necessary from time to time, close or otherwise limit the use of all or any portion of the Parking Garage to the extent necessary for repairs, maintenance or reconstruction, but, except in the case of emergency, only upon reasonable prior notice to Partners 99. Except in the case of an emergency, OPH shall consult with Partners 99 to devise and implement a plan to minimize the number of parking spaces that are unavailable by reason of such repairs, maintenance or reconstruction and the length of time of such unavailability.

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(d) If spaces within the Parking Garage are designated for specific use as herein permitted, neither OPH nor Partners 99 shall be responsible in the event that a person not authorized to do so parks in a designated space, but the parties shall cooperate in all reasonable respects to facilitate the use of designated spaces in the Parking Garage as designated as herein permitted and to ensure Partners 99's rights to a sufficient number of parking spaces in accordance with the provisions of paragraph (b) above.

(e) OPH may, upon not less than ninety days' notice to Partners 99, elect to replace the Parking Garage with a new parking structure ("New Parking Structure") either at the same location or at another location within the area bounded by Madison Street on the north, Harlem Avenue on the west, Wenonah Avenue on the east and Adams Street on the south, subject to the provisions hereof. Until such time as such New Parking Structure meeting the requirements of this Section 4 is open and available for use by Partners 99, the Parking Garage shall remain in operation and available for use by Partners 99. Upon relocation of the parking to such New Parking Structure in accordance with the provisions of this Agreement, the Parties shall enter into a supplement to this Agreement, in recordable form, confirming the replacement of the Parking Garage by such New Parking Structure.

(f) In order to ensure its right to the number of parking spaces set forth in paragraph (b) above, Partners 99 reserves the right to impose such restrictions on the use of the Harlem Avenue Parking Property as it may determine and to restrict the use thereof to owners and occupants of the Medical Office Building and their invitees and to enforce such restrictions in any commercially reasonable manner. OPH shall not be required to enforce any restrictions that Partners 99 elects to impose upon the use of the Harlem Avenue Parking Property and shall not be responsible for any unauthorized use of the Harlem Avenue Parking Property but shall cooperate as reasonably requested in the enforcement of such restrictions.

5. **Pedestrian Corridor Easements.** OPH does hereby give, grant and convey to Partners 99, its successors and assigns, an exclusive right and easement to connect the Pedestrian Corridor to the Hospital. The Parties do hereby give, grant and convey to each other, and their respective successors and assigns, mutual easements for pedestrian access, ingress and egress through the Pedestrian Corridor (when completed) between the Medical Office Building and the Hospital during business hours, such business hours to be reasonably established by the Parties from time to time. OPH shall have no responsibility for the cost of the construction or maintenance of the Pedestrian Corridor. Partners 99 shall cause the Pedestrian Corridor, when completed, to be maintained. Unless otherwise agreed in writing by the Parties, the Pedestrian Corridor (when completed) shall be maintained as a means of access between the Hospital and the Medical Office Building during business hours, for as long as the Hospital is operated as a hospital and the Medical Office Building is operated as a medical office building.

6. **Maintenance Easements.** The Parties do hereby give, grant and convey to each other and their respective successors and assigns, mutual easements in, upon, under, over, across and along a strip of land fifteen (15) feet into each of the Partners 99 Property and the Hospital



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Property at each point where the Partners 99 Property abuts the Hospital Property (but not within any building) for purposes of continued maintenance by the grantee of such easement of its property and the improvements located thereon. Each Party agrees that when exercising the rights granted in this Section 5, said Party shall restore the affected portion of the Property to the condition it was in prior to the exercise of such rights, including but not limited to the removal of any trash or other debris.

7. **Parking Entrance and Driveway Easements**. OPH does hereby give, grant and convey to Partners 99, its successors and assigns, an easement in, over, under, upon and across the Driveway Easement Area (to the extent that it is part of the Hospital Property) for purposes of Partners 99's construction and installation of a driveway, sidewalks and other improvements within that portion of the Driveway Easement Area located on the Hospital Property. Upon completion of such improvements, the Parties grant to each other, and their respective successors and assigns, a mutual easement for pedestrian and vehicular access, ingress and egress over the driveway and sidewalks located on the Driveway Easement Area.

8. **Temporary Construction Easement**. (a) OPH does hereby give, grant and convey to Partners 99, a temporary easement, subject to the provisions herein set forth, for purposes of entering onto the Hospital Property as reasonably necessary for the development of any improvements on the Partners 99 Property during construction and development of the Partners 99 Property and the improvements thereon. Partners 99 agrees that when exercising the rights granted in this Section 8, Partners 99 shall restore the affected portion of the Hospital Property to the condition it was in prior to the exercise of such rights, including but not limited to the removal of any trash or other debris.

(b) Prior to entering upon the Hospital Property pursuant to the provisions of this Section 8, Partners 99 shall give OPH reasonable notice of the location, nature and extent of any such entry required for purposes of such construction and development and shall comply with such reasonable requirements as OPH may impose upon any entry into the buildings on the Hospital Property. Partners 99 shall advise OPH of the schedule for construction of the Medical Office Building and shall, subject to the provisions hereof, cooperate with OPH in establishing a daily construction schedule that minimizes noise from construction activities during early morning hours to the extent necessary to enable OPH to provide good patient care within the Hospital, provided, however, that, in the event that OPH requests any reduction of early-morning construction activity and such restrictions would increase the costs of construction of the Medical Office Building, Partners 99 shall so advise OPH and shall not be required to comply with such restrictions unless OPH agrees in writing, or causes the tenant of the Medical Office Building to agree in writing, to bear such increased costs and to pay the same from time to time upon submission of invoices from Partners 99 evidencing such increased costs.

9. **Plans for Harlem Avenue Parking Property**. (a) Prior to the construction and installation of any surface parking lot on the Harlem Avenue Parking Property, Partners 99 shall submit to OPH for its approval, not to be unreasonably withheld or delayed, plans for such surface

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parking (including landscaping and lighting), and Partners 99 shall construct such surface parking substantially in accordance with such approved plans (as modified, if necessary, to comply with applicable Village requirements).

(b) In the event that Partners 99 commences construction of the parking lot on the Harlem Avenue Parking Property but fails to complete the same within a reasonable period of time thereafter, OPH may, upon not less than sixty (60) days' prior notice to Partners 99, take such reasonable actions as OPH determines to be necessary to complete such construction. Partners 99 shall pay OPH all costs reasonably incurred by OPH in completing such construction and, if it fails to do so within sixty (60) days of demand therefor, OPH may suspend Partners 99's right to use the Harlem Avenue Parking Property until such payment is made, and in such event the number of parking spaces required under Paragraph 4(b) shall, during such suspension, be reduced by the number of spaces located, or that could reasonably be located, in the Harlem Avenue Parking Property.

10. **Indemnities.** (a) Partners 99 shall indemnify, defend and hold harmless the OPH Parties from and against any and all claims, proceedings, causes of action, suits, demands, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Claims and Losses") suffered or incurred by any of the OPH Parties connected with or arising out of any breach or violation of any of the terms or provisions of this Agreement by any Partners 99 Party. If so directed by OPH, Partners 99 shall, at its own cost and expense, defend (with counsel reasonably acceptable to OPH) any suit, cause of action, demand, claim and/or proceeding based upon any such Claims and Losses. OPH shall, when seeking indemnification under this paragraph (a) notify Partners 99 within a reasonable time of the nature and estimated amount of the Claims and Losses for which OPH is seeking indemnification; provided, that OPH's failure to provide such notice within such time shall not relieve Partners 99 of its duties and obligations under this paragraph (a).

(b) OPH shall indemnify, defend and hold harmless the Partners 99 Parties from and against any and all Claims and Losses suffered or incurred by any of the Partners 99 Parties connected with or arising out of any breach or violation of any of the terms or provisions of this Agreement by any OPH Party. If so directed by Partners 99, OPH shall, at its own cost and expense, defend (with counsel reasonably acceptable to Partners 99) any suit, cause of action, demand, claim and/or proceeding based upon any such Claims and Losses. Partners 99 shall, when seeking indemnification under this paragraph (a), notify OPH within a reasonable time of the nature and estimated amount of the Claims and Losses for which Partners 99 is seeking indemnification; provided, that Partners 99's failure to provide such notice within such time shall not relieve OPH of its duties and obligations under this paragraph (b).

(c) Each party hereto shall at all times maintain commercial general liability insurance in the amount of not less than \$2,000,000 per occurrence, naming the other as an additional insured, and shall furnish a current certified certificate thereof to the other party at all times. Insurance maintained by the tenant of the Partners 99 Property in such amount shall satisfy the requirements for insurance by Partners 99 hereunder.

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11. **Maintenance.** Except as otherwise herein provided, each Party shall be responsible for the performance of, and any and all costs and expenses associated with, the maintenance, repair and upkeep of its own property and the improvement thereon. Notwithstanding the foregoing, OPH shall be responsible for the performance of, and any and all costs and expenses associated with, the maintenance, repair and upkeep of all underground improvements within the Vault Easement Area and Partners 99 shall be responsible for the performance of, and any and all costs and expenses associated with, the maintenance, repair and upkeep of any improvements constructed by it on the Harlem Avenue Parking Property. Maintenance of parking areas and driveways shall include snow removal, salting and sanding to standards that are consistent with the operation of a hospital.

12. **General Work Requirements.** Without limitation of the foregoing provisions of this Agreement, the Parties agree as follows:

(a) Each Party shall, prior to entering onto the property of the other Party for purposes of performing any construction, maintenance or other work that will interfere with such other Party's use of its property, (i) furnish reasonable prior notice of the nature and extent of such proposed entry, (ii) cooperate with the other Party in establishing a reasonable plan for minimizing such interference consistent with the expeditious completion of such construction, maintenance or other work and (iii) use all commercially reasonable efforts to comply with such plan so as to minimize such interference consistent with the expeditious completion of such construction, maintenance or other work. The provisions of this paragraph shall neither expand the rights of a Party herein set forth to enter upon the property of the other Party nor prevent the exercise of such rights but are intended to provide for mutual cooperation of the Parties to permit the exercise of such rights in a manner that will minimize, to the extent practicable, interference with the continuing operations of the properties of the Parties.

(b) In exercising its rights to perform any construction, maintenance or other work on the property of the other Party, each Party hereby agrees to discharge any and all liens filed against the property of such other Party promptly so as to protect the right, title and interest of such other Party therein.

13. **Legal Descriptions.** At any time and from time to time as the precise location of any easement granted hereunder has been determined (whether as a result of the completion of any improvements or otherwise), the Parties shall, promptly following the written request of either Party, enter into a supplement to this Agreement, in recordable form, setting forth the precise location, by legal description or as-built site plan, of any such easement, subject to the reasonable and mutual approval of the Parties.

14. **Related Parties.** Each Party shall have the right to allow its agents, contractors, tenants, licensees, employees, representatives, successors and assigns, to exercise any of the rights contained herein but the same shall not relieve either Party of its obligations under this Agreement.



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15. **Covenants Running with Land.** The terms, conditions, rights and easements contained herein shall be covenants running with the land and, except as otherwise provided herein, shall be perpetual. This Agreement shall be recorded against the Property, and the terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, Partners 99, OPH and their respective successors and assigns.

16. **Notice.** Whenever notice is required to be given pursuant to this Agreement, the same shall be either (a) personally delivered, (b) sent by a nationally recognized overnight delivery service, postage prepaid, or (c) sent via United States certified mail, return receipt requested, postage prepaid, and addressed to Partners 99 and/or OPH at their respective addresses as follows:

(a) If to OPH:

Oak Park Hospital  
520 South Maple Street  
Oak Park, Illinois 60304  
Attention: President  
Telecopy Number: (708) 660-6658  
Confirmation Number: (708) 383-9300

with a copy to:

Michael Best & Friedrich LLP  
100 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attn: Hal Karas  
Telecopy Number: (414) 277-0656  
Confirmation Number: (414) 271-0650

(b) If to Partners 99:

Partners 99, L.L.C.  
c/o Field Partners  
100 N. Field Drive  
Lake Forest, Illinois 60045  
Attn: James F. Dorsey  
Telecopy Number: (847) 295-9305

with a copy to:

Sidley & Austin  
Bank One Plaza  
10 South Dearborn Street

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Chicago, Illinois 60603  
Attn: Robert J. Maganuco  
Telecopy Number: (312) 853-7036

or at such other addresses (including the address of any mortgagee of a Party) as Partners 99 or OPH, by written notice in the manner specified above to the other, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, notice shall be deemed to have been given on the date the notice is received, if personally delivered, on the business day after the date the notice is properly sent, if sent by nationally recognized overnight delivery service, or four (4) business days after the notice is properly sent, if sent by United States certified mail.

17. **Enforceability**. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Governing Law**. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

19. **Changes in Use of the Property**. The rights granted pursuant to this Agreement shall not terminate or be in any way impaired by reason of a change of the present uses of any Parcel or the present improvements or fixtures thereon.

20. **Division of the Property**. If either the Hospital Property or the Partners 99 Property is hereafter divided into two or more parts by separation of ownership or lease, each portion of such property shall enjoy the benefits and be subject to the burdens, as applicable, of the rights, easements and restrictions created hereby. Notwithstanding the foregoing, in the event that the ownership of the Hospital Property or the Partners 99 Property is hereafter divided, the Party whose property is so divided shall designate a single owner or agent of the owner or owners to be responsible for dealing with the other Party on behalf of such owner or owners. If the owner or owners of the Partners 99 Property desire to designate certain persons to be assigned certain designated parking spaces in the Parking Garage or in any New Parking Structure, such owner or owners shall identify the single owner or agent that is authorized to make such designation. In the event that the Hospital Property or the Partners 99 Property is hereafter divided into two or more parts, this Agreement shall not be amended without the consent of all such owners except to the extent that a separate agreement entered into by such owners otherwise provides and such agreement is furnished to the other Party.

21. **Enforcement of this Agreement**. Either Party hereto (or their respective representatives, successors and assigns) may enforce this instrument by appropriate action and the prevailing party in such action shall be entitled to recover as part of its costs reasonable attorneys' fees and expenses.

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22. **Reasonable Construction.** This Agreement shall be given a reasonable construction in order that the intention of the parties to confer commercially useable rights of enjoyment with respect to such easements shall be effectuated.

23. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original; further the signature of the parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

24. **Not a Partnership.** None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

25. **No Cancellation of this Agreement.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement.

26. **Further Action.** Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the intention of this Agreement.

27. **Rule of Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

28. **No Oral Agreements.** This Agreement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

29. **No Third Party Beneficiaries.** Partners 99 and OPH agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Agreement nor any of the rights and privileges conferred herein.

30. **Assignment or Transfer.** The term "Partners 99" as used in this Agreement means only the owner or owners at the time being of the Partners 99 Property, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of Partners 99 in and to the Partners 99 Property, said Partners 99 making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Partners 99 hereunder accruing after the date of such assignment, transfer, conveyance or sale, and OPH shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall

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automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Partners 99's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale, but such assignment, transfer, conveyance or sale shall not release the assignor, transferor or seller from any obligations accruing under this Agreement prior to such assignment, transfer, conveyance or sale. The term "OPH" as used in this Agreement means only the owner or owners at the time being of the Hospital Property, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of OPH in and to the Hospital Property, said OPH making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of OPH hereunder accruing after the date of such assignment, transfer, conveyance or sale, and Partners 99 shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of OPH's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale but such assignment, transfer, conveyance or sale shall not release the assignor, transferor or seller from any obligations accruing under this Agreement prior to such assignment, transfer, sale or conveyance.

**IN WITNESS WHEREOF**, Partners 99 and OPH have caused this Agreement to be executed as of the date and year first above written.

## **PARTNERS 99**

PARTNERS 99, L.L.C., a Delaware limited liability company

By: 

James K. Dorsey, Managing Member

## **OPH**

OAK PARK HOSPITAL, an Illinois not-for-profit corporation

By: 

Bruce Elegant, President

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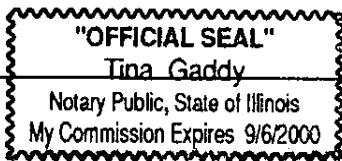
STATE OF ILLINOIS            )  
  )SS  
COUNTY OF COOK            )

I, the undersigned, , a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Bruce Elegant, personally known to me to be the President of Oak Park 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 President, he signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, the uses and purposes therein set forth.

Given under my hand and official seal this 16<sup>th</sup> day of December, 1999.

Tina Gaddy  
Notary Public

My Commission Expires:





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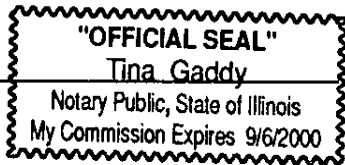
STATE OF ILLINOIS            )  
  )SS  
COUNTY OF Cook            )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James F. Dorsey, personally known to me to be the Managing Member of Partners 99, L.L.C., a Delaware limited liability company, 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 Managing Member, he signed and delivered such instrument pursuant to authority given by the Members of such limited liability company, as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, the uses and purposes therein set forth.

Given under my hand and official seal this 16<sup>th</sup> day of December, 1999.

  
Notary Public

My Commission Expires:



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## EXHIBIT A

### HOSPITAL

LOTS 1 TO 16, INCLUSIVE, AND THE VACATED 18-FOOT EAST AND WEST ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 TO 14, INCLUSIVE, AFORESAID, AND NORTH OF AND ADJOINING LOTS 15 AND 16 AFORESAID (EXTENDED ACROSS THE VACATED NORTH AND SOUTH ALLEY) AND THE VACATED 18-FOOT NORTH AND SOUTH ALLEY LYING BETWEEN LOTS 15 AND 16, IN THE SUBDIVISION OF LOTS 1 TO 4, IN BLOCK 2 AND LOTS 1 TO 4 IN BLOCK 3 AND ALLEY BETWEEN LOTS 1, 2 AND THE NORTH 43 FEET OF LOT 3, IN BLOCK 2, AND LOTS 1, 2, AND THE NORTH 43 FEET OF LOT 3, IN BLOCK 3, IN WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF), IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO,

LOTS 5 TO 9, INCLUSIVE, IN BLOCK 2, AND LOTS 5 TO 9, INCLUSIVE, IN BLOCK 3 AND THE VACATED 18-FOOT NORTH AND SOUTH ALLEY LYING BETWEEN LOTS 5, 6, 7, 8 AND 9 IN BLOCK 2, AND LOTS 5, 6, 7, 8 AND 9 IN BLOCK 3; IN WILSON'S ADDITION TO OAK PARK, AFORESAID;

ALSO,

THAT PART OF WEST MONROE STREET VACATED PER DOCUMENT NO. 20181526 IN W. J. WILSON'S ADDITION TO OAK PARK AFORESAID, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 8 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7 AFORESAID; THENCE NORTH 68.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 AFORESAID; THENCE WEST, ALONG THE SOUTH LINE OF LOT 9 AFORESAID AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 218.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PERPENDICULAR TO THE AFORESAID LINE, 32.20 FEET; THENCE WEST, PERPENDICULAR TO THE AFORESAID LINE, 142.03 FEET TO A POINT ON A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 8 AFORESAID; THENCE NORTH ON THE AFORESAID DESCRIBED LINE, 32.20 FEET TO THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 AFORESAID; THENCE EAST, ALONG THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 142.16 FEET TO THE HEREIN ABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

### PARKING GARAGE

ALL OF LOTS 24 TO 35, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 OF WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### HARLEM AVENUE PROPERTY

LOT 5, EXCEPT THE NORTH 43 FEET THEREOF, TOGETHER WITH LOTS 6 TO 9, INCLUSIVE, IN BLOCK 4 IN W. J. WILSON'S ADDITION TO OAK PARK, A SUBDIVISION OF ALL OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF) IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16-18-101-010-0006

16-18-101-011-0000

520 S. Maple  
Oak Park, IL 60304

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EXHIBIT **B**

LOTS 1, 2 AND 3, EXCEPT THE SOUTH 11.50 FEET OF SAID LOT 3, LOT 4, EXCEPT THE NORTH 8.50 FEET OF SAID LOT 4 AND LOT 5 IN BLOCK 6 AND LOTS 1, 2, 3 AND 5 IN BLOCK 7, TOGETHER WITH THE NORTH AND SOUTH 18 FOOT PUBLIC ALLEY VACATED PER DOCUMENT NO. 20181526 LYING BETWEEN THE EAST LINE OF SAID BLOCK 6 AND THE WEST LINE OF SAID BLOCK 7, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 6 TO THE NORTHWEST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF THE AFORESAID LOT 3 IN SAID BLOCK 6 ALL IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

Address of Property

617 S. Wisconsin

618 S. Maple

620 S. Maple

Vacant land

Oak Park, IL 60304

16-18-110-016-0000

16-18-110-022-0000

16-18-110-006-0000

Parts of 16-18-110-023-0000

and 16-18-110-024-0000

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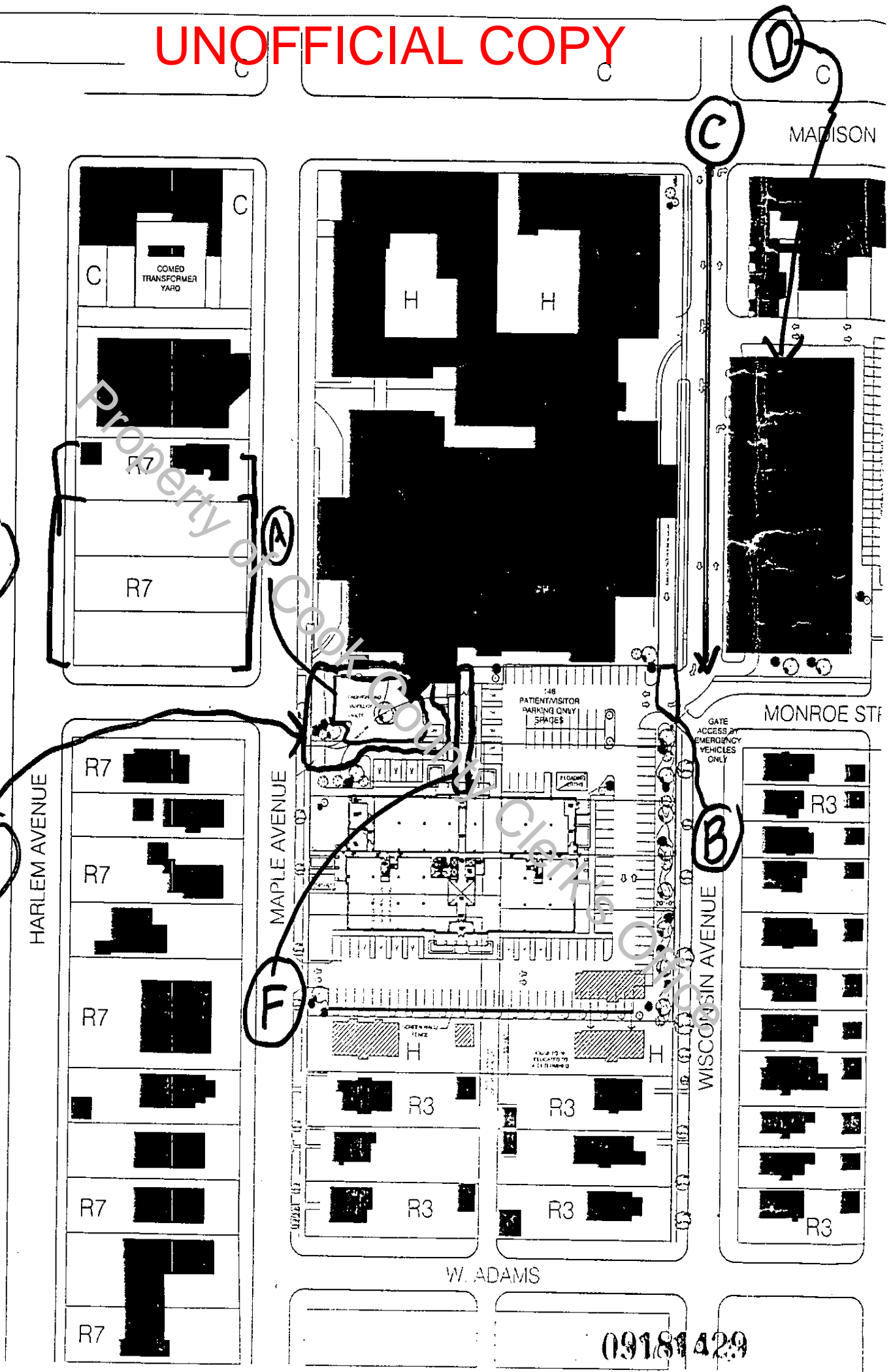
## EXHIBIT C

A copy of the Site Plan designating the following:

- Parcel A: [the area in the northwest corner of the Partners 99 Property containing the Vault]
- Parcel B: [the Emergency Room driveway access area in the northeast corner of the parking lot to be built on the Partners 99 Property]
- Parcel C: [vacated Wisconsin Avenue]
- Parcel D: [Parking Garage]
- Parcel E: [the Harlem Avenue Parking Property]
- Parcel F: [the enclosed corridor that will extend northward from the medical office building on the Partners 99 Property]
- Parcel G: [the parking entrance, driveway and pedestrian sidewalks to the extent to be located on the Hospital Property and the northwest corner of the Partners 99 Property]

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