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**AMENDED AND RESTATED
RECIPROCAL EASEMENT AGREEMENT AND
PARTY WALL AGREEMENT, AND
RIGHT OF FIRST REFUSAL**

DATED AS OF JULY 1, 2011

BY AND BETWEEN

LOYOLA UNIVERSITY OF CHICAGO

AND

LOYOLA UNIVERSITY MEDICAL CENTER

BOX 15

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AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT AND PARTY WALL AGREEMENT AND RIGHT OF FIRST REFUSAL

This Amended and Restated Reciprocal Easement Agreement and Party Wall Agreement and Right of First Refusal ("**Agreement**") is effective as of July 1, 2011, by and between Loyola University of Chicago, an Illinois not-for-profit corporation ("**University**") and Loyola University Medical Center, an Illinois not-for-profit corporation ("**LUMC**"). University and LUMC are sometimes referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, University, a Jesuit Catholic university located in Chicago, Illinois, operates several colleges and schools, including the Stritch School of Medicine ("**SSOM**") and the Marcella Niehoff School of Nursing ("**SON**") that are located at 2160 South First Avenue, Maywood, Illinois (the "**Health Sciences Campus**"), and is the sole member of Loyola University Health System, an Illinois not-for-profit corporation ("**LUHS**"), which operates a health system consisting of LUMC and certain other related entities, and a network of primary care and specialty care facilities in the Chicago area; and

WHEREAS, in conjunction with the Existing Affiliation Agreement (hereinafter defined), University and LUMC entered into a certain Reciprocal Easement Agreement dated October 1, 1995 with respect to the Health Sciences Campus (the "**1995 REA**") and a certain Party Wall Rights, Covenants and Agreement with respect to the Health Sciences Campus dated as of October 1, 1995 (the "**1995 Party Wall Agreement**"); and

WHEREAS, University transferred its hospital and its other clinical and healthcare assets and operations to LUMC pursuant to an Affiliation and Operating Agreement dated as of October 1, 1995, as amended by the Affiliation Agreement Partial Release dated as of July 9, 1997, and by the First Amendment to the Affiliation and Operating Agreement dated as of December 31, 2008 (as so amended, the "**Existing Affiliation Agreement**"); and

WHEREAS, pursuant to the Definitive Agreement dated March 31, 2011 (the "**Definitive Agreement**"), by and between University and Trinity Health Corporation, an Indiana nonprofit corporation ("**Trinity**"), University has agreed to withdraw as the sole member of LUHS, and Trinity has agreed to become the sole member of LUHS, upon the terms and conditions set forth therein; and

WHEREAS, the Parties share a common vision of how University and Trinity can work together in a collaborative and integrative enterprise to advance Catholic health care, research, and medical and graduate education, through this Agreement and the transactions contemplated by the Definitive Agreement. The Parties desire that LUHS and LUMC continue to be an integral part of, and provide support for, University's academic and research mission and programs, and further desire to take advantage of, and build upon the organizational synergies which University has created, through such things as the maintenance of the integrated

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faculty/medical staff approach to teaching, research and care delivery at LUMC, pursuant to the terms and conditions of the Definitive Agreement and the Academic Affiliation Agreement among LUHS, LUMC and University, dated as of the date of this Agreement (the "**Academic Affiliation Agreement**"), which supersedes and replaces the Existing Affiliation Agreement except as may be specifically agreed by the Parties; and

WHEREAS, University is the owner of the real estate legally described on **Exhibit A** attached hereto and made a part hereof ("**University Property**"); and

WHEREAS, LUMC is the owner of the real estate legally described on **Exhibit B** attached hereto and made a part hereof ("**LUMC Property**"); and

WHEREAS, University has heretofore transferred and conveyed to LUMC the LUMC Property without the necessity of the creation of any new streets or easements of access to the LUMC Property or any new streets or easements of access to the University Property; and

WHEREAS, the Parties' long term goal is to create an academic corridor owned by University in the center of the Health Sciences Campus, with health services facilities owned by LUMC located on the north portion of the Health Sciences Campus and the south portion of the Health Sciences Campus and such goal will be accomplished pursuant to the terms of that certain Real Estate Swap Agreement made by and between the Parties effective as of July 1, 2011 ("**Swap Agreement**"); and

WHEREAS, the continuing operation of the University Property and LUMC Property as an integrated, coherent parcel for the purposes of utility service, parking and means of ingress and egress through the Health Sciences Campus will serve University, LUMC and the interest of each of their business invitees, visitors, students, faculty, staff, employees and guests and, without vesting any legal or equitable rights in the public, provide for the continuing health, safety and welfare of those entering and using the Health Sciences Campus; and

WHEREAS, University desires and LUMC is willing to grant means of ingress and egress, parking space availability and utility services to the University Property over, across, under and through the LUMC Property at those locations further defined herein, each as generally depicted and described on the Plat of Survey, prepared by Gentile & Associates, Inc. dated May 17, 2011, Order No. 97-15285-11 ("**Plat Of Survey**"), a copy of which is attached hereto and made a part hereof as **Exhibit C**; and

WHEREAS, LUMC desires and University is willing to grant means of ingress and egress, parking space availability and utility services to the LUMC Property over, across, under and through the University Property at those locations further defined herein, each as generally depicted and described on the Plat of Survey; and

WHEREAS, certain improvements located within the Health Sciences Campus contain common walls located along lines separating the University Property from the LUMC Property and University and LUMC desire to set forth their mutual rights and obligations with respect to such common walls; and

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WHEREAS, University and LUMC desire to amend and restate the 1995 REA and the 1995 Party Wall Agreement such that those agreements are replaced and superseded by this Agreement; and

WHEREAS, each of the Parties desires to grant to the other a right of first refusal to purchase real property owned by the other and located on the Health Services Campus; and

WHEREAS, the Parties intend that this Agreement will be recorded against the University Property and the LUMC Property upon the closing of the transactions contemplated by the Definitive Agreement, and prior to any transfers of real property to be made between the Parties in connection with such closing and pursuant to the Swap Agreement, and this Agreement shall run with the land and be binding upon the Parties hereto and their respective successors and assigns.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement and the Definitive Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and LUMC agree as follows:

1. Ingress and Egress Easements.

1.1 University hereby grants, bargains, sells, conveys and warrants unto LUMC, its successors and assigns, a perpetual, non-exclusive right, easement, permission and authority for: (a) vehicular and pedestrian ingress and egress over and across the University Property at such locations as exist as of the date of this Agreement, including but not limited to each means of ingress and egress, as reflected or noted on the Plat of Survey as "Fifth Avenue", "Third Avenue", "Second Avenue", "B Street", "West C Street", "West D Street", "West E Street", "East E Street", "East F Street", "West F Street", "East G Street", and "West G Street", together with all other existing roads, streets and driveways, to the extent any of the foregoing are located on the University Property; and (b) pedestrian ingress and egress over, across, under and through the University Property at such locations including paths, sidewalks and ground level and elevated walkways, as exist as of the date of this Agreement, each as reflected or noted on the Plat of Survey to the extent any of the foregoing paths, sidewalks, ground level and elevated walkways are located on the University Property.

1.2 LUMC hereby grants, bargains, sells, conveys and warrants unto University, its successors and assigns, a perpetual, non-exclusive right, easement, permission and authority for: (a) vehicular and pedestrian ingress and egress over and across the LUMC Property at such locations as exist as of the date of this Agreement, including but not limited to each means of ingress and egress, as reflected or noted on the Plat of Survey as "Fifth Avenue", "Third Avenue", "Second Avenue", "B Street", "West C Street", "West D Street", "West E Street", "East E Street", "East F Street", "West F Street", "East G Street", and "West G Street", together with all other existing roads, streets, and driveways, to the extent any of the foregoing are located on the LUMC Property; and (b) pedestrian ingress and egress over, across, under and through the LUMC Property at such locations including paths, sidewalks and ground level and elevated walkways as exist as of the date of this Agreement, each as reflected or noted on the Plat of Survey to the extent any of the foregoing paths, sidewalks, ground level and elevated walkways are located on the LUMC Property.

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2. Parking Easements.

2.1 University hereby grants, bargains, sells, conveys and warrants unto LUMC, its successors and assigns, a perpetual, non-exclusive right, easement, permission and authority for the use of parking spaces, as well as access thereto, together with pedestrian ingress and egress over and across the University Property at such locations as exist as of the date of this Agreement, each as reflected or noted on the Plat of Survey (individually a "**Parking Area**" and collectively, "**Parking Areas**") to the extent such Parking Areas are located on the University Property. Each Parking Area located on University Property shall be subject to such rules, regulations and charges as established from time to time by University; provided that LUMC's rights shall be governed by the same rules, regulations and charges so that parking for LUMC business invitees, visitors, students, faculty, staff, employees and guests is provided on the same basis as provided to University's business invitees, visitors, students, faculty, staff, employees and guests.

2.2 LUMC hereby grants, bargains, sells, conveys and warrants unto University, its successors and assigns, a perpetual, non-exclusive right, easement, permission and authority for the use of parking spaces, as well as access thereto, together with pedestrian ingress and egress over and across the LUMC Property at each Parking Area located on the LUMC Property. Each Parking Area located on the LUMC Property shall be subject to such rules, regulations and charges as established from time to time by LUMC; provided that the University's rights shall be governed by the same rules, regulations and charges so that parking for University's business invitees, visitors, students, faculty, staff, employees and guests is provided on the same basis as provided to LUMC's business invitees, visitors, students, faculty, staff, employees and guests.

2.3 Except as set forth in Section 2.4 below, LUMC shall be responsible for managing all parking facilities (parking lots, structures and spaces) at the Health Sciences Campus including the billing and collection of parking fees, and, subject to Section 5 below, shall maintain all parking facilities in good condition at all times, reasonable wear and tear excepted. LUHS and LUMC shall separately account for parking operations, and the Committee (as hereinafter defined) shall determine how the financial aspects of parking operations (including revenues, expenses and capital) are managed. LUHS and LUMC shall provide parking to the visitors, faculty, staff, employees and students of the University at the Health Sciences Campus on the same basis and rates as provided to LUHS' and LUMC's respective employees, staff, patients and visitors.

2.4 Notwithstanding anything to the contrary contained herein, the Parties acknowledge that (a) from and after the completion of the Research Facility (as defined in the Definitive Agreement), the Parking Area located immediately to the east of the Maguire Center (Building 105) (the "**East Maguire Parking Lot**"), will not be subject to Sections 2.1 – 2.3 of this Agreement and is not subject to the Shared Services Agreement; rather, such East Maguire Parking Lot shall be under the sole control of University, and (b) the Parking Area located immediately to the west of the Maguire Center ("**West Maguire Parking Lot**"), which is currently operated by LUMC as a parking lot, shall continue to be operated by LUMC as a parking lot and shall be subject to the Shared Services Agreement only until such time as construction of the Research Facility is commenced on the West Maguire Parking Lot. From and

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after commencement of such construction, the West Maguire Parking Lot shall cease to be utilized as a Parking Area, shall cease to be subject to Sections 2.1 – 2.3 of this Agreement and the Shared Services Agreement, and shall revert to the sole control of University.

3. Utility Easements.

3.1 University hereby grants, bargains, sells, conveys and warrants unto LUMC, its successors and assigns, a perpetual, non-exclusive right, easement, permission and authority for utility services over, across, under and through the University Property at such locations as exist as of the date of this Agreement to the extent located on the University Property including without limitation the Utility Tunnel as reflected or noted on the Plat of Survey (“**Utility Tunnel**”).

3.2 LUMC hereby grants, bargains, sells, conveys and warrants unto University, its successors and assigns, a perpetual, non-exclusive right, easement, permission and authority for utility services over, across, under and through the LUMC Property at such locations as exist as of the date of this Agreement to the extent located on the LUMC Property, including without limitation the Utility Tunnel as reflected and noted on the Plat of Survey.

3.3 LUMC shall manage all utilities for the Health Sciences Campus, including without limitation, steam, electricity, chilled water, emergency power, potable water, natural gas and telephone, and LUMC shall manage other similar regulated services including, without limitation, sanitation and clinical engineering (collectively, “**Utilities and Other Services**”). LUMC shall, subject to Section 5 below, be responsible for keeping all land, improvements, infrastructure and other facilities which house the Utilities and Other Services in good condition, reasonable wear and tear excepted.

3.4 LUMC agrees that all Utilities and Other Services provided to the University shall be delivered in a commercially reasonable manner in accordance with reasonable and customary standards of quality, safety, skill and care and in accordance with the quality and safety standards and regulations applicable to such Utilities and Other Services. LUMC shall provide the Utilities and Other Services reasonably necessary for the University’s operations on the same basis as provided for LUMC’s operations. The Shared Services and Facilities Committee (the “**Committee**”) established pursuant to that certain Shared Services Agreement of even date herewith among LUHS, LUMC and LUC (the “**Shared Services Agreement**”) shall periodically review the quality, safety and operations of the Utilities and Other Services of the Health Sciences Campus and shall approve any material changes that LUMC intends to make to the delivery of the Utilities and Other Services to the University.

3.5 To the extent possible without incurring unreasonable costs to separate utilities, the Parties shall cause separate utility meters to be installed to measure the actual consumption of utilities by the University and LUMC at the Health Sciences Campus. The owner of the building in which any separate meters are installed shall pay the cost of installing such meters. Where such separate utility meters can be installed, each Party shall be responsible for the direct payment of such utility costs.

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4. **Signage.** Except as otherwise approved in writing by the Parties, the design and placement of all exterior signage shall be in accordance with the terms of the Academic Affiliation Agreement. Without limiting the generality of the foregoing, any signage to be located on either the University Property or the LUMC Property which identifies the other Party shall be located in areas reasonably approved by the Party on whose Property such signs are to be located and the size, design and appearance thereof shall also be subject to the reasonable approval of such Party and the requirements of applicable laws. In the event of any dispute as to whether any exterior sign is appropriate under the criteria of this Agreement, the question shall be determined in accordance with the dispute resolution procedures specified in Section 13 hereof. The Parties acknowledge that all signage currently located on the Health Sciences Campus, as well as similar future comparable replacement signs, are hereby deemed approved.

5. Cost Allocations; Infrastructure Maintenance.

5.1 LUMC shall allocate to the University its share of the cost of Utilities and Other Services based on the amount of space used by the University on the Health Sciences Campus, or another allocation methodology agreed upon by the Parties, for each utility service or group of services, which is intended to reflect the costs associated with the Parties' relative use. The cost of providing such Utilities and Other Services shall be proportionately weighted to factor the cost of providing such Utilities and Other Services based on the purpose or use of the space (e.g., space used on a 24 hour basis shall be weighted more than space used on a 12-hour basis). The cost allocation to the University for Utilities and Other Services shall be set forth from time to time in Exhibit A to the Shared Services Agreement.

5.2 The University and LUMC shall each pay its proportionate share of Joint Utility Infrastructure Costs based on the same space allocations and proportionately weighted to factor the cost based on the purpose or use of the space in the same manner as Utilities and Other Services as set forth in Section 5.1 above, or another allocation methodology agreed upon by the Parties, for each utility service or group of services, which is intended to reflect the costs associated with the Parties' relative use. For purposes of this Agreement, "**Joint Utility Infrastructure Costs**" shall mean the costs of constructing, financing, operating, managing, maintaining, repairing, replacing, and expanding the utility systems at the Health Sciences Campus which serve both the University and LUMC and provide a directly identifiable benefit to both the University and LUMC. Except in the case of an emergency, the Joint Utility Infrastructure Costs shall be budgeted and paid for on a monthly basis by the University and LUMC, respectively.

5.3 Except as otherwise provided herein, each Party shall be responsible for maintaining the Infrastructure on its property at the Health Sciences Campus. For purposes of this Agreement, "**Infrastructure**" shall mean (i) roads, sidewalks and other pathways at the Health Sciences Campus, (ii) parking lots and parking structures at the Health Sciences Campus, and (iii) landscaping, lighting, signage and grounds at the Health Sciences Campus. Except as otherwise provided herein, each Party shall be responsible for the Infrastructure Costs associated with its Property at the Health Sciences Campus. For purposes of this Agreement, "**Infrastructure Costs**" shall mean all costs of constructing, financing, operating, managing, maintaining, repairing, replacing and expanding the Infrastructure. To the extent that any Infrastructure serves both the University and LUMC and provides a directly identifiable benefit

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to both the University and LUMC, the Committee shall discuss how and whether the Infrastructure Costs for such Infrastructure should be allocated.

6. Relocation of Easements.

6.1 University reserves the right to relocate, at the sole cost and expense of University, any Easement located on the University Property from time to time provided that University shall first notify LUMC of any proposed relocation by written notice to LUMC showing the proposed relocation, probable commencement and completion dates, as well as the compatibility and suitability of the relocated Easement to continue to serve the LUMC Property with adequate ingress and egress, parking and utility services. In the event LUMC, in its reasonable judgment, disapproves of the proposed relocation of easement, such relocation shall not take place, and the Easement shall remain unamended and in place.

6.2 LUMC reserves the right to relocate, at the sole cost and expense of LUMC, any Easement located on the LUMC Property from time to time provided LUMC shall first notify University of any proposed relocation by written notice to University showing the proposed relocation, probable commencement and completion dates, as well as the compatibility and suitability of the relocated Easement to continue to serve the University Property with adequate ingress and egress, parking and utility services. In the event University, in its reasonable judgment, disapproves of the proposed relocation of easement, such relocation shall not take place, and the Easement shall remain unamended and in place.

7. Party Wall Agreements.

7.1 The common walls located along any line separating the University Property from the LUMC Property as shown on the Plat of Survey, together with any horizontal or vertical extensions of said walls along said lines which may be constructed at any time in the future, and any common walls which may be created after the date hereof by mutual agreement of the Parties, shall be and remain party walls (individually a "Party Wall" and collectively "Party Walls").

7.2 University hereby grants, bargains, sells, conveys and warrants unto LUMC, its successors and assigns, and LUMC hereby grants, bargains, sells, conveys and warrants unto University, its successors and assigns, a perpetual, non-exclusive easement to use and maintain the Party Walls. Neither Party may use the top surface of any Party Wall to the exclusion thereof by the other Party.

7.3 Each Party shall have the right to use the side of any Party Wall adjacent to or facing its property for attaching structural and finishing material thereto. No Party shall make any openings or cuts in said Party Walls without the prior written consent of the owner of the property adjacent to such Party Wall, which consent shall not be unreasonably withheld. Each Party shall have the right of access to the other side of a Party Wall for the purpose of anchoring attachments or causing repairs to be made to such Party Walls provided that such access for such purposes will be done so as to cause minimal disruption to the business of the other Party, and further provided that any attachment shall not impair the structural integrity of any Party Wall.

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7.4 Either Party may, at any time after obtaining the prior written consent of the owner of the adjacent property, which shall not be unreasonably withheld, make openings or cuts to a Party Wall, and make additions and extensions to any Party Wall horizontally or vertically to such height or depth as may be consistent with safety considerations. Any and all openings, cuts, extensions or additions to any Party Wall shall be done in a workmanlike manner in conformance with all applicable codes, ordinances and regulations of the municipality, county, and state exercising jurisdiction over the Health Sciences Campus.

7.5 The cost of maintaining each Party Wall and any extensions or additions used by both Parties shall be shared equally by the Parties; provided however, the responsibility and cost of maintenance of an extension or addition used solely by one Party shall be borne by that Party. Repairs to a Party Wall shall be performed by either Party after consultation with the other Party, upon a reasonable determination by either Party that such repairs are necessary for the safety and continued use of such Party Wall.

7.6 In case of destruction of all or any part of any Party Wall by fire or other casualty, either Party may reconstruct the Party Wall, and if the reconstructed Party Wall is thereafter used by the owners of both adjoining properties, the cost of reconstruction shall be divided equally between such owners. If any such Party Wall is not reconstructed by either Party within two (2) years following the date of such destruction, then and in such event without further notice, such Party Wall and any easement conveyed herein as to such Party Wall shall automatically terminate and be of no further force or effect.

7.7 Each Party shall be solely responsible for the cost of any and all maintenance or repairs to the roof, gutters and downspouts which affect only its respective property.

8. Rights of First Offer and First Refusal. Neither Party shall sell or convey any real property owned by such Party and located within the Health Sciences Campus without first offering to sell such real property to the other Party hereto. If the Parties are unable to agree upon the terms of such sale, or if the Party to whom such real property is offered (the "**Offeree**") declines to purchase such real property, the Party desiring to sell (the "**Selling Party**") may solicit third party offers to purchase such real property; provided, however, that if the Selling Party receives a bona-fide third party offer to purchase such real property which the Selling Party intends to accept, the Selling Party shall first provide the Offeree with written notice specifying the terms of such offer (the "**Proposal**"). The Offeree shall have the right to purchase the real property described in the Proposal on the terms and conditions set forth in the Proposal, by providing written notice of Offeree's intent to purchase within thirty (30) days after the Proposal is delivered to the Offeree. If such right to purchase is timely exercised, the Selling Party and the Offeree shall consummate the purchase and sale of the real property described in the Proposal on the terms and conditions set forth in the Proposal. If such right is not so exercised, the Offeree's right of first refusal with respect to the real property described in the Proposal shall thereupon terminate and the Selling Party may thereafter sell the real property described in the Proposal to such purchaser on the terms described in the Proposal, without further notice to Offeree and free of any rights of the Offeree in such real property; provided, however, that Offeree's right of first refusal shall be reinstated if: (a) the total purchase price or other consideration described in the Proposal (taking into account all economic incentives and concessions) is subsequently made

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more favorable to the proposed purchaser by 5% or more from the total purchase price or other consideration contained in the Proposal, or (b) the sale to such purchaser does not close on or before the later of (i) the date for closing specified in the Proposal, or (ii) 180 days from the date of the Proposal. In the event of a more favorable proposal as described in clause (a) above, the Selling Party shall deliver the revised Proposal to the Offeree and the provisions of this Section 8 shall apply with respect to such Proposal.

9. **Covenants Run With Land.** All provisions of this instrument shall be covenants running with the land and are binding upon and inure to the successors, assigns, tenants and personal representatives of the parties hereto.

10. **Non-Exclusive Rights.** University and LUMC, as the case may be, reserve the continuing right to use, grant, or create any additional right or interest in any Easement Parcel, provided, however, such use or grant does not interfere with the University's or LUMC's rights in such Easement Parcel, as the case may be.

11. **Remedies.**

11.1 **Failure to Perform.** If, at any time, any Party fails within ten (10) business days after written notice or demand to pay any sum of money due to a Creditor Owner (hereinafter defined) under or pursuant to the provisions of this Agreement (such Party who has failed to perform any of its duties or obligations as and when required under this Agreement or to make any payment of money owed under this Agreement being referred to as a "Defaulting Owner"), then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have a lien against that portion of the Health Sciences Campus owned by the Defaulting Owner, to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this Section 11. As used herein, the term "Creditor Owner" means (i) a Party to whom payment of money or other duty or obligation is owed under this Agreement or the Shared Services Agreement by the other Party who has failed to make such payment or perform such duty or obligation as and when required by this Agreement or (ii) a Party who has exercised the self help remedy provided for in Section 11.5 below. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner with the Recorder of Deeds of Cook County, Illinois and may be enforced by a proceeding in equity to foreclose such lien through a judicial foreclosure in like manner as a mortgage of real property in the State of Illinois. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon ("Default Amount") shall have been paid in full. A Creditor Owner shall release its lien upon payment in full.

11.2 **Mortgagee's Subrogation.** The holder of a mortgage or trust deed on all or any portion of the Health Sciences Campus shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this Section 11 affecting the property securing its mortgage upon payment of the amount secured by such lien.

11.3 **Interest Rate.** Interest shall accrue on sums owed by a Defaulting Owner to a Creditor Owner and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest equal to three percent (3%) per annum in excess of the prime rate, as published in the Wall Street Journal.

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11.4 Period of Limitation. Actions to enforce any lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute.

11.5 Self-Help. Without limiting any other rights or remedies of a Creditor Owner, a Creditor Owner shall have the right, in an Emergency Situation (hereinafter defined), upon reasonable advance notice, if possible under the circumstances and which may be oral, to perform the obligation which the Defaulting Owner has failed to perform until the Defaulting Owner cures such default. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorney's fees and court costs) paid or incurred by the Creditor Owner in performing such obligation which the Defaulting Owner has failed to perform. As used herein, the term "**Emergency Situation**" means a situation (i) impairing or imminently likely to impair structural support of any building on the Health Sciences Campus; (ii) causing or imminently likely to cause bodily injury to persons or substantial physical damage to any building on the Health Sciences Campus or any property in, on, under, upon or about any such building; (iii) causing or imminently likely to cause substantial economic loss to the Creditor Owner; or (iv) substantially disrupting or imminently likely to substantially disrupt business operations of the Creditor Owner.

12. Mutual Indemnity. Each Party on behalf of itself, its trustees/directors, and employees (the "**Indemnifying Party**") agrees to and shall defend, hold harmless and indemnify each of the other parties and their respective officers, trustees/directors and employees (the "**Indemnified Party**") from and against any and all claims, demands, agreements, actions, suits, obligations, causes of action, damages, costs, expenses, fines, penalties, injunctions, restraints and liabilities (including reasonable attorneys fees), asserted by any third parties (including, but not limited to, the Internal Revenue Service) of whatever kind or nature, in law, equity or otherwise (each a "**Claim**" and collectively, the "**Claims**") arising out of or relating to (1) the Indemnifying Party's performance of its obligations under this Agreement, (2) any breach of any representation, warranty, covenant or obligation provided by the Indemnifying Party under this Agreement, and (3) any alleged act or omission of the Indemnifying Party under this Agreement. The Indemnified Party agrees to and shall: (a) notify the Indemnifying Party promptly in writing of such Claim, (b) tender control of the defense and settlement of the Claim to the Indemnifying Party, and (c) cooperate with the Indemnifying Party in the investigation, settlement, and/or defense of the Claim. Further, unless it has obtained the consent of the Indemnified Party, the Indemnifying Party shall not be permitted to settle any Claim (i) in a manner that imposes a material obligation or an admission of wrongdoing on the Indemnified Party or (ii) that does not provide a complete release to the Indemnified Party.

13. Dispute Resolution.

13.1 Disputes and Informal Resolution. If any claim, controversy, dispute, or disagreement arising out of, or relating to, this Agreement, the breach thereof, the subject matter thereof, or any legal duty incident thereto, whether stated in tort, contract, or otherwise (each, a "**Dispute**") should arise between the Parties, prior to either Party initiating litigation, the Parties agree to meet and confer in good faith to resolve the Dispute informally. In the event that the Parties are unable to resolve the Dispute through informal negotiations, the Dispute shall be referred to the MCCC as described in the Academic Affiliation Agreement. In the event the MCCC is unable to resolve the Dispute, the Dispute shall be referred to the two Presidents/Chief

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Executive Officers of LUHS and the University for resolution, who shall meet and confer in good faith to resolve the Dispute. In the event the two Presidents/Chief Executive Officers are unable to resolve the Dispute, the Parties may, if they mutually agree, attempt to resolve the Dispute through the involvement of a third party mediator.

13.2 **Demand for Arbitration.** In the event that the Parties are unable to resolve the Dispute pursuant to Section 13.1, any Party shall have the right to send a demand for arbitration (an “**Arbitration Demand**”) to the other Party. In the event of an Arbitration Demand, the Dispute shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and conducted in Chicago, Illinois, and the arbitrator’s decision shall be binding on the Parties. Each Party shall bear its own costs and expenses, including attorneys’ fees, related to any such arbitration, and shall share equally the arbitrator’s and administrative fees of arbitration.

13.3 **Other Relief.** Notwithstanding the foregoing, any Party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the informal dispute resolution procedure set forth above.

13.4 **Effect of Termination of Shared Services Agreement and/or Academic Affiliation Agreement.** The provisions of Sections 13.1 through 13.3 above shall be operable so long as the Shared Services Agreement and the Academic Affiliation Agreement shall be in effect. If the Shared Services Agreement or Academic Affiliation Agreement is terminated pursuant to its terms such that the MCCC is no longer functioning, the Parties shall thereafter have any rights and remedies available at law or in equity.

14. **Force Majeure Applies.** Anything in this Agreement to the contrary notwithstanding, University and/or LUMC shall not be deemed in default with respect to the performance of any non-monetary obligation on its part to be performed under this Agreement if such default shall be directly due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulation or controls, inability to obtain any material or service, or through acts of God or other cause or causes whether similar or dissimilar to those enumerated beyond the control of University and/or LUMC, as the case may be, and the period for University and/or LUMC to perform such obligation shall be extended by a period equal to the period of delay caused by such reason.

15. **Amendments, Waivers and Consents.** No amendment, waiver or consent with respect to any provision of this Agreement will be effective unless it is in writing and signed by all of the Parties, and then such amendment, waiver or consent will be effective only in the specific instance and for the specific purpose given. Failure of any Party at any time to require performance of any provision of this Agreement will not be construed as a waiver of such provision and will not affect such Party’s right to enforce the same at a later time.

16. **Interpretation.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as appropriate. Whenever in this Agreement the locative adverbs “herein” or “hereunder” are used, the same shall be understood to refer to this Agreement in its entirety and not to any specific article, section, subsection,

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subpart, paragraph or subparagraph. Whenever in this Agreement the verb “including” is used, the same shall be understood to mean “including, without limitation”.

17. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been delivered to a Party upon personal delivery to that Party or: (a) on the second (2nd) business day following delivery by facsimile transmission or email to the telephone number or email address provided by the Party for such purposes, if simultaneously mailed as provided herein; (ii) on the second (2nd) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) on the fourth (4th) business day following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the Party’s address set forth below, or to any other address that the Party provides by notice, in accordance with this paragraph to the applicable Party:

If to University, to:

Loyola University of Chicago
820 N. Michigan Avenue
Chicago, Illinois 60611
Fax: (312) 915-6414
Attention: Senior Vice President for Capital Planning and
Campus Management

With a copy to:

Loyola University of Chicago
820 N. Michigan Avenue
Chicago, Illinois 60611
Fax: (312) 915-6208
Attention: Senior Vice President and General Counsel

If to LUMC, to:

Loyola University Medical Center
2160 South First Avenue
Maywood, Illinois 60153
Fax: (708) 216-4140
Attention: Senior Vice President of Facilities

With a copy to:

Trinity Health Corporation
27870 Cabot Drive
Novi, Michigan 48377
Fax: (248) 489-6775
Attention: General Counsel

18. **Enforceability and Severability.** If any provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and

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such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this paragraph, then this stricken version shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois applicable to agreements made and to be performed wholly within the state, without regard to such state's choice-of-law principles.

20. **Section Headings.** The headings of the sections of this Agreement are included for the purpose of convenience only and shall not affect the interpretation of any provision hereof.

21. **Exhibits.** All exhibits and schedules referred to in this Agreement are incorporated in their entirety and made a part of this Agreement and shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

22. **Further Assurances.** Each Party shall take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by the another Party in order to consummate, evidence, or confirm the agreements contained herein in the manner contemplated hereby.

23. **Remedies.** The various rights, options, elections, powers, and remedies of the respective Parties contained in, granted or reserved by this Agreement, are in addition to any others that the Parties may be entitled to by Law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by Law.

24. **Third Party Beneficiaries.** This Agreement has been made and is made for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any right or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement.

25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. **Prevailing Party.** If either University or LUMC shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement to enforce, protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover as a part of such action or proceeding reasonable attorneys' fees and court costs.


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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first above written.

LOYOLA UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation

LOYOLA UNIVERSITY MEDICAL
CENTER, an Illinois not-for-profit corporation

By: _____
Name: Michael J. Garanzini, S.J.
Title: President

By: 
Name: Paul H. Whelton
Title: President and CEO

Property of Cook County Clerk's Office

This Instrument Was Prepared By
And After Recording Return To:
Wayne F. Osoba
Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, IL 60654-5313

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, BARBARA J. MEDLEY, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that PAUL R. WHELTON, personally known to me to be the PRESIDENT & CEO of Loyola University Medical Center, an Illinois not-for-profit corporation (the "**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 he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the Corporation, as his/her free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23RD day of JUNE, 2011.

Barbara J. Medley
Notary Public
My Commission Expires 12/29/13



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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date and year first above written.

LOYOLA UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation

LOYOLA UNIVERSITY MEDICAL
CENTER, an Illinois not-for-profit corporation

By: Michael J. Garanzini
Name: Michael J. Garanzini, J.
Title: President

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

This Instrument Was Prepared By
And After Recording Return To:
Wayne F. Osoba
Foley & Lardner LLP
321 North Clark Street, Suite 2800
Chicago, IL 60654-5313

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, ELLEN KANE MUNRO, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Garanzini, S.J., personally known to me to be the President of Loyola University of Chicago, an Illinois not-for-profit corporation (the "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 he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Board of Directors of the Corporation, as his free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of July, 2011.



Ellen Kane Munro
 Notary Public
 My Commission Expires _____

(SEAL)

UNOFFICIAL COPY**EXHIBIT A****UNIVERSITY PROPERTY**

THAT PART OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 23 THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 23 A DISTANCE OF 994.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF FIRST AVENUE AS DEDICATED PER DOCUMENT RECORDED FEBRUARY 25, 1970 AS DOCUMENT NO. 21087931 SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE OF FIRST AVENUE A DISTANCE OF 613.99 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 05 SECONDS WEST A DISTANCE OF 131.08 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 47 SECONDS WEST A DISTANCE OF 311.96 FEET TO THE EASTERLY EXTENSION OF THE SOUTHERLY FACE OF AN EXISTING CONCRETE WALL OF LOYOLA UNIVERSITY MEDICAL CENTER BUILDING NO. 101; THENCE NORTH 89 DEGREES 57 MINUTES 03 SECONDS WEST ALONG SAID SOUTHERLY FACE OF WALL A DISTANCE OF 132.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 49 SECONDS EAST ALONG THE WESTERLY FACE OF SAID WALL AND THE WESTERLY FACE OF SAID BUILDING NO. 101 A DISTANCE OF 190.26 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY FACE OF BUILDING NO. 102; THENCE SOUTH 87 DEGREES 11 MINUTES 35 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTHERLY FACE OF BUILDING NO. 102 A DISTANCE OF 65.11 FEET TO A POINT ON THE EASTERLY FACE OF BUILDING NO. 104; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST ALONG SAID EASTERLY FACE OF BUILDING NO. 104 A DISTANCE OF 11.25 FEET TO A POINT ON THE SOUTHERLY FACE OF BUILDING NO. 102; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING NO. 102 AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 221.83 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 06 SECONDS EAST A DISTANCE OF 125.49 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 55 SECONDS WEST A DISTANCE OF 20.01 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST A DISTANCE OF 170.18 FEET TO THE NORTH FACE OF CORRIDOR "A"; THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST ALONG SAID NORTH FACE OF CORRIDOR "A" A DISTANCE OF 28.04 FEET TO THE WESTERLY FACE OF CORRIDOR "B"; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS EAST ALONG SAID WESTERLY FACE OF CORRIDOR "B" A DISTANCE OF 160.16 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 191.76 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY FACE OF THE SECOND FLOOR OVERHANG AT THE WEST FACE OF BUILDING NO. 110; THENCE NORTH 00 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION AND WESTERLY FACE OF SAID OVERHANG A DISTANCE OF 104.22 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY

A-1

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FACE OF SAID OVERHANG A DISTANCE OF 16.00 FEET; THENCE NORTH 44 DEGREES 35 MINUTES 17 SECONDS EAST ALONG THE NORTHWESTERLY FACE OF SAID OVERHANG A DISTANCE OF 19.95 FEET TO THE WESTERLY FACE OF BUILDING NO. 110; THENCE NORTH 00 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID WESTERLY FACE AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 42.06 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 10.33 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 51 SECONDS WEST A DISTANCE OF 110.55 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 54 SECONDS EAST A DISTANCE OF 131.94 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST A DISTANCE OF 164.72 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 282.90 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 55 SECONDS EAST A DISTANCE OF 105.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST A DISTANCE OF 92.61 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS EAST A DISTANCE OF 21.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST A DISTANCE OF 44.26 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 38 SECONDS WEST A DISTANCE OF 17.08 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS EAST A DISTANCE OF 200.57 FEET TO THE NORTH FACE OF CORRIDOR "C"; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG SAID NORTH FACE OF CORRIDOR "C" A DISTANCE OF 245.00 FEET TO THE EAST FACE OF CORRIDOR "B"; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS WEST ALONG SAID EAST FACE OF CORRIDOR "B" A DISTANCE OF 663.26 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 08 SECONDS EAST A DISTANCE OF 527.78 FEET TO THE WEST LINE OF AFORESAID FIRST AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST ALONG SAID WEST LINE OF FIRST AVENUE A DISTANCE OF 706.90 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 55 SECONDS WEST A DISTANCE OF 10.00 FEET ALONG THE NORTHERLY LINE OF A PORTION OF LAND PREVIOUSLY DEDICATED FOR FIRST AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST ALONG THE WESTERLY LINE OF FIRST AVENUE A DISTANCE OF 373.76 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 193.09 FEET; THENCE SOUTH 85 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 151.17 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 48 SECONDS WEST A DISTANCE OF 219.96 FEET TO A POINT IN THE CENTERLINE OF EXISTING PAVEMENT OF THIRD AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 42 SECONDS EAST ALONG THE CENTERLINE OF SAID EXISTING PAVEMENT OF THIRD AVENUE A DISTANCE OF 333.77 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF EXISTING PAVEMENT OF EAST "F" STREET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST ALONG SAID CENTERLINE OF EXISTING PAVEMENT OF EAST "F" STREET A DISTANCE OF 482.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS EAST A DISTANCE OF 538.54 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY FACE OF BUILDING NO. 106; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND NORTHERLY FACE OF BUILDING NO. 106 A DISTANCE OF 259.51 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY FACE OF BUILDING NO. 112; THENCE

A-2

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NORTH 00 DEGREES 00 MINUTES 02 SECONDS WEST ALONG SAID WESTERLY FACE OF BUILDING NO. 112 A DISTANCE OF 86.27 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE MOST NORTHERLY FACE OF BUILDING NO. 139; THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND NORTHERLY FACE OF BUILDING NO. 139 A DISTANCE OF 120.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST ALONG A WESTERLY FACE OF BUILDING NO. 139 A DISTANCE OF 13.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS WEST ALONG A NORTHERLY FACE OF BUILDING NO. 139 A DISTANCE OF 31.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST ALONG A WESTERLY FACE OF BUILDING NO. 139 A DISTANCE OF 5.87 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY FACE OF EXISTING 6 STORY PARKING GARAGE; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND NORTHERLY FACE OF EXISTING 6 STORY PARKING GARAGE A DISTANCE OF 330.21 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST ALONG AN EASTERLY FACE OF SAID PARKING GARAGE A DISTANCE OF 8.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST ALONG A NORTHERLY FACE OF SAID PARKING GARAGE A DISTANCE OF 26.55 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST ALONG A WESTERLY FACE OF SAID PARKING GARAGE A DISTANCE OF 8.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST ALONG A NORTHERLY FACE AND WESTERLY EXTENSION THEREOF OF SAID PARKING GARAGE A DISTANCE OF 176.85 FEET TO A POINT ON A LINE BEING 15 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF EXISTING PAVEMENT OF FIFTH AVENUE, SAID LINE BEING THE COMMON PROPERTY LINE OF LOYOLA UNIVERSITY MEDICAL CENTER AND HINES VETERANS ADMINISTRATION HOSPITAL; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 824.85 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 20 SECONDS EAST A DISTANCE OF 36.29 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 00 SECONDS EAST A DISTANCE OF 371.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS EAST ALONG A LINE BEING 21.5 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF EXISTING PAVEMENT OF FIFTH AVENUE A DISTANCE OF 398.21 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST A DISTANCE OF 988.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2160 S. FIRST AVENUE, MAYWOOD, ILLINOIS 60153

PIN: 15-23-100-006-0000, 15-23-100-009-0000, 15-23-300-010-0000

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THAT PART OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 23 THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 23 A DISTANCE OF 994.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF FIRST AVENUE AS DEDICATED PER DOCUMENT RECORDED FEBRUARY 25, 1970 AS DOCUMENT NO. 21087931; THENCE SOUTH 00 DEGREES 53 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE OF FIRST AVENUE A DISTANCE OF 613.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 30 MINUTES 05 SECONDS WEST A DISTANCE OF 131.08 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 47 SECONDS WEST A DISTANCE OF 311.96 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTHERLY FACE OF AN EXISTING CONCRETE WALL OF LOYOLA UNIVERSITY MEDICAL CENTER BUILDING NO. 101; THENCE NORTH 89 DEGREES 57 MINUTES 03 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND SOUTHERLY FACE OF WALL A DISTANCE OF 132.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 49 SECONDS EAST ALONG THE WESTERLY FACE OF SAID BUILDING NO. 101 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 190.26 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTHERLY FACE OF BUILDING NO. 102; THENCE SOUTH 87 DEGREES 11 MINUTES 35 SECONDS WEST ALONG THE SAID EASTERLY EXTENSION AND THE SOUTHERLY FACE OF BUILDING NO. 102 A DISTANCE OF 65.11 FEET TO A POINT ON THE EASTERLY FACE OF BUILDING NO. 104; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS EAST ALONG SAID EASTERLY FACE OF BUILDING NO. 104 A DISTANCE OF 11.25 FEET TO A POINT ON THE SOUTHERLY FACE OF BUILDING NO. 102; THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING NO. 102 AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 221.83 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 06 SECONDS EAST A DISTANCE OF 125.49 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 55 SECONDS WEST A DISTANCE OF 20.01 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST A DISTANCE OF 170.18 FEET TO THE NORTH FACE OF CORRIDOR "A"; THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST ALONG SAID NORTH FACE OF CORRIDOR "A" A DISTANCE OF 28.04 FEET TO THE WESTERLY FACE OF CORRIDOR "B"; THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS EAST ALONG SAID WESTERLY FACE OF CORRIDOR "B" A DISTANCE OF 160.16 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 191.76 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY FACE OF THE SECOND FLOOR OVERHANG AT THE WEST FACE OF BUILDING NO. 110; THENCE NORTH 00 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID SOUTHERLY EXTENSION AND WESTERLY FACE A DISTANCE OF 104.22 FEET;

B-1

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THENCE SOUTH 89 DEGREES 59 MINUTES 03 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID OVERHANG A DISTANCE OF 16.00 FEET; THENCE NORTH 44 DEGREES 35 MINUTES 17 SECONDS EAST ALONG THE NORTHWESTERLY FACE OF SAID OVERHANG A DISTANCE OF 19.95 FEET TO THE WESTERLY FACE OF BUILDING NO. 110; THENCE NORTH 00 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID WESTERLY FACE AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 42.06 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 03 SECONDS WEST A DISTANCE OF 10.33 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 51 SECONDS WEST A DISTANCE OF 110.55 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 54 SECONDS EAST A DISTANCE OF 131.94 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST A DISTANCE OF 164.72 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 00 SECONDS EAST A DISTANCE OF 282.90 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 55 SECONDS EAST A DISTANCE OF 105.75 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST A DISTANCE OF 92.81 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 38 SECONDS EAST A DISTANCE OF 23.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 22 SECONDS EAST A DISTANCE OF 44.26 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 38 SECONDS WEST A DISTANCE OF 17.08 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 38 SECONDS EAST A DISTANCE OF 200.57 FEET TO THE NORTH LINE OF CORRIDOR "C"; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST ALONG SAID NORTH FACE OF CORRIDOR "C" A DISTANCE OF 245.00 FEET TO THE EAST FACE OF CORRIDOR "B"; THENCE SOUTH 00 DEGREES 02 MINUTES 16 SECONDS WEST ALONG SAID EAST FACE OF CORRIDOR "B" A DISTANCE OF 663.26 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 08 SECONDS EAST A DISTANCE OF 527.78 TO THE WEST LINE OF AFORESAID FIRST AVENUE; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE OF FIRST AVENUE A DISTANCE OF 795.27 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE OF FIRST AVENUE A DISTANCE OF 31.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

THAT PART OF THE WEST 1/2 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 00 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 23 A DISTANCE OF 3592.04 FEET TO A POINT IN THE EASTERLY PROLONGATION OF THE NORTH LINE OF AN EXISTING CYCLONE TYPE WIRE FENCE (SAID LINE ALSO BEING THE SOUTH PROPERTY LINE OF LOYOLA UNIVERSITY MEDICAL CENTER AS DESCRIBED IN A PLAT OF SURVEY PREPARED BY JAMES, SCHAEFFER AND SCHIMMING, INC. DATED JULY 30TH, A.D. 1962) ; THENCE NORTH 89 DEGREES 57 MINUTES 55 SECONDS WEST ALONG SAID PROLONGATION A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY LINE OF FIRST AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST ALONG THE SAID WESTERLY LINE OF

B-2

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FIRST AVENUE A DISTANCE OF 76.24 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 193.09 FEET; THENCE SOUTH 85 DEGREES 35 MINUTES 19 SECONDS WEST A DISTANCE OF 151.17 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 48 SECONDS WEST A DISTANCE OF 219.96 FEET TO A POINT IN THE CENTERLINE OF EXISTING PAVEMENT OF THIRD AVENUE; THENCE NORTH 00 DEGREES 04 MINUTES 42 SECONDS EAST ALONG THE CENTERLINE OF EXISTING PAVEMENT OF THIRD AVENUE A DISTANCE OF 333.77 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF EXISTING PAVEMENT OF EAST "F" STREET; THENCE NORTH 89 DEGREES 58 MINUTES 49 SECONDS EAST ALONG THE CENTERLINE OF EXISTING PAVEMENT OF EAST "F" STREET A DISTANCE OF 482.86 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 50 SECONDS EAST A DISTANCE OF 538.54 FEET TO A POINT IN THE EASTERLY EXTENSION OF THE NORTHERLY FACE OF BUILDING NO. 106; THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND NORTHERLY FACE A DISTANCE OF 259.51 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY FACE OF BUILDING NO. 112; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS, WEST ALONG THE WESTERLY FACE OF BUILDING NO. 112 A DISTANCE OF 86.27 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE MOST NORTHERLY FACE OF BUILDING NO. 139; THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS WEST ALONG THE EASTERLY EXTENSION AND THE NORTHERLY FACE OF BUILDING NO. 139 A DISTANCE OF 120.50 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST ALONG A WESTERLY FACE OF BUILDING 139 A DISTANCE OF 13.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS WEST ALONG A NORTHERLY FACE OF BUILDING NO. 139 A DISTANCE OF 31.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS WEST ALONG THE MOST WESTERLY FACE OF BUILDING NO 139 A DISTANCE OF 5.87 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTHERLY FACE OF AN EXISTING 6 STORY PARKING GARAGE; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST ALONG THE EASTERLY EXTENSION AND NORTHERLY FACE OF SAID PARKING GARAGE A DISTANCE OF 330.21 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST ALONG AN EASTERLY FACE OF SAID PARKING GARAGE A DISTANCE OF 8.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY FACE OF SAID PARKING GARAGE A DISTANCE OF 26.55 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST ALONG A WESTERLY FACE OF SAID EXISTING PARKING GARAGE A DISTANCE OF 8.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST ALONG THE NORTHERLY FACE OF SAID PARKING GARAGE AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 176.85 FEET TO A POINT ON A LINE BEING 15 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF EXISTING PAVEMENT OF FIFTH AVENUE (SAID LINE ALSO BEING THE COMMON PROPERTY LINE BETWEEN LOYOLA UNIVERSITY MEDICAL CENTER AND HINES VETERANS ADMINISTRATION HOSPITAL); THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 813.81 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS EAST A DISTANCE OF 36.50 FEET TO A POINT ON A LINE BEING 21.50 FEET EAST OF

B-3

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AND PARALLEL WITH THE CENTERLINE OF EXISTING PAVEMENT OF FIFTH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS WEST ALONG SAID PARALLEL LINE A DISTANCE OF 188.09 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE AFORESAID EXISTING CYCLONE TYPE WIRE FENCE; THENCE SOUTH 89 DEGREES 57 MINUTES 55 SECONDS EAST ALONG SAID PROLONGATION AND THE NORTHERLY FACE OF SAID FENCE A DISTANCE OF 988.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2160 S. FIRST AVENUE, MAYWOOD, ILLINOIS 60153

PIN: 12-35-302-016, 12-35-302-017, 12-35-302-018, 12-35-302-019, 12-35-302-020,
12-35-302-030, 12-35-302-035, 12-35-302-036,

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B-4

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EXHIBIT C

PLAT OF SURVEY

[See Attached]

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A handwritten signature in black ink, consisting of several overlapping loops and a central vertical stroke, is positioned over the diagonal watermark text.

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**OVERSIZE
EXHIBIT**

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**