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PREPARED BY
AND AFTER RECORDING MAIL TO:

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Chicago, Illinois 60654
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Doc#: 1434619165 Fee: \$86.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2014 03:18 PM Pg: 1 of 25

This space reserved for Recorder:

CROSS EASEMENT, ACCESS AND MAINTENANCE AGREEMENT

This CROSS EASEMENT, ACCESS AND MAINTENANCE AGREEMENT (this "Agreement") is made this 8 day of December 2014 ("Effective Date") by and between **2450 S. WOLF ROAD, LLC**, an Illinois Limited Liability Company, its successors, assigns and representatives (hereinafter "2450") and **TDK REAL ESTATE VENTURE LAND, LLC**, an Illinois Limited Liability Company, its successors, assigns and representatives (hereinafter "2434").

RECITALS

A. 2450 is the titleholder and owner of record of certain real estate located at 2450 S. Wolf Road, Westchester, Illinois, which property is legally described on Exhibit A attached hereto and made a part hereof (hereinafter the "2450 Parcel");

B. 2434 is the titleholder and owner of record of certain real estate located at 2434 S. Wolf Road, Westchester, Illinois, which property is located immediately north of and adjacent to the 2450 Parcel and legally described on Exhibit B attached hereto and made a part hereof (hereinafter the "2434 Parcel"; the 2450 Parcel and the 2434 Parcel are sometimes individually referred to herein as a "Parcel");

C. The 2450 Parcel is currently improved with a medical office building as well as related parking facilities, detention facility, monument sign and other improvements and facilities located thereon (collectively, the "2450 Parcel Improvements");

D. The 2434 Parcel is currently improved with a medical office building as well as related parking facilities, detention facility and other improvements and facilities located thereon (collectively, the "2434 Parcel

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Improvements”, and together with the 2450 Parcel Improvements, the “Project”);

E. The 2434 Parcel and the 2450 Parcel share, among other things, a detention area, parking areas and parking drive aisles which benefit both parcels.

F. 2450, pursuant to a new ground lease of even date, leases the 2450 Parcel and the 2450 Parcel Improvements to Westchester I Medical Properties, LLC a Delaware limited liability company (“Medical Properties”) (“2450 Ground Lessee).

G. 2434 currently ground leases the 2434 Parcel and the 2434 Parcel Improvements to TDK Real Estate Venture, LLC (“TDK”), pursuant to that certain ground lease dated February 1, 2006 as may be amended from time to time, by and between 2434 and TDK.

H. 2434 and 2450 (sometime referred to herein as “Party” or the Parties” or “Owner” or “Owners”) desire to enter into this Agreement in order to, among other things, (i) optimize the joint operation, maintenance and use of the Project; (ii) grant each other certain easements for the use, repair and maintenance of the driveways, parking lots and certain open areas on each parcel, and (iii) identify certain rights, obligations and restrictions regarding the use, operation and maintenance of the driveways, parking lots and certain open areas on each parcel, all as further detailed herein.

NOW THEREFORE, in consideration of the mutual covenants and promises made and contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

I. Access Easements.

A. Grant of Access Easement to 2434 Parcel. Subject to the terms hereof, 2450 hereby grants to 2434 and TDK, and their respective successors, assigns, transferees, grantees, invitees, licensee, tenants and other occupants of all or any portion of the 2434 Parcel (collectively, the “2434 Permittees”), a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress upon, over and across all drive aisles which may be located from time to time on the 2450 Parcel.

B. Grant of Access Easement to 2450. Subject to the terms hereof, 2434 hereby grants to 2450 and Medical Properties, and their respective successors, assigns, transferees, grantees, invitees, licensee, tenants and other occupants of all or any portion of the 2450 Parcel (collectively, the “2450 Permittees”), a non-exclusive, perpetual easement for pedestrian and vehicular ingress and egress upon, over and across all drive aisles which may

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be located from time to time on the 2434 Parcel.

C. Uninterrupted Access. Subject to the terms herein, the Owners covenant that at all times free access between each Parcel and across the access drives and drive aisles located on each Parcel will not be impeded and will be maintained. No fence, division, partition, rail, or obstruction of any type or kind shall ever be placed, kept, permitted, or maintained between the legal lots comprising the Project or upon or along any of the common property lines of any portion thereof, except as may be required at any time and from time to time in connection with the construction, maintenance, and repair of the access drives and drive aisles, or as required by law or to prevent one Party from obtaining adverse possession rights over the other Party's Parcel.

2. Cross Parking Easements.

A. Grant of Parking Easement to 2434. Subject to the terms hereof, 2450 hereby grants to the 2434 Permittees a non-exclusive, perpetual easement to permit such 2434 Permittees to park passenger vehicles in the parking lot located on the 2450 Parcel (the "2450 Parking Lot").

B. Grant of Parking Easement to 2450. Subject to the terms hereof, 2434 hereby grants to the 2450 Permittees a non-exclusive, perpetual easement to permit such 2450 Permittees to park passenger vehicles in the parking lot located on the 2434 Parcel (the "2434 Parking Lot"); the 2450 Parking Lot and the 2434 Parking Lot are sometimes individually referred to herein as a "Parking Lot").

C. Reserved Parking. Notwithstanding any terms of this Agreement to the contrary, each Owner shall have the right to mark and reserve up to fifteen (15) parking spaces within the boundaries of their own property for use exclusively by visitors or other persons designated by such Owner.

D. No Truck Parking. Notwithstanding any terms of this Agreement to the contrary, the parking easements granted in this Section 2 shall not extend to the overnight parking of construction vehicles and/or delivery vehicles and/or truck traffic; it being acknowledged by each Party that such vehicles shall only be permitted to park on the Parcel that they are visiting, except to the extent that they may be concurrently working on or servicing both the 2450 Parcel and 2434 Parcel.

E. Reduction of Existing Parking Spaces; Parking Ratio. Without the prior written consent of the other Party, neither Party shall be permitted to permanently reduce the number of parking spaces located on its respective Parcel as of the date of this Agreement.

F. Right to Terminate Parking Easements.

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(i) At any time and from time to time, either Party hereto (a "Requesting Party"), upon the good faith, reasonable belief that its Parking Lot is being unreasonably overburdened by a use on the other Parcel that is not consistent with the use of the Project for medical offices, medical services, and related health care and ancillary uses, may deliver a notice (a "Concern Notice") to the other Party hereto (the "Other Party") informing the Other Party of the concerns of the Requesting Party regarding the volume of use of the parking spaces in the Parking Lot on the Parcel of a Requesting Party by the Other Party. The Parties hereby acknowledge that as of the date of this Agreement, the operations existing on each Parcel do not unreasonably overburden the other Parcel.

(ii) If, within ninety (90) days after the delivery of the Concern Notice (the "Discussion Period"), the Requesting Party and the Other Party are unable to agree upon a mutually acceptable resolution of concerns regarding the use of the Parking Lot by the Other Party, the Requesting Party, by written notice, (a "Termination Notice") delivered to the Other Party within ten (10) days after expiration of the Discussion Period may elect to terminate all easements granted in this Section 2 to the Other Party. In which case, the parking easements granted in this Section 2 to the Other Party shall terminate and such easements shall be null and void.

3. Maintenance of the Parking Lots:

A. Each Party shall be obligated, at their sole cost and expense, to operate, repair, maintain and replace the Parking Lots and drive aisles located on their respective Parcel (collectively, the "Parking Lot Improvements") and to keep such Parking Lot Improvements in good accessible condition. All maintenance, repairs and replacements shall be performed in accordance with (i) all applicable building, zoning, fire, safety, and traffic laws and regulations, and (ii) in a manner consistent with first-class medical office properties located in the Chicago Metropolitan Area.

B. For purposes of this Agreement, maintenance obligations shall include, without limitation, the following: (i) maintaining the surface of the Parking Lot Improvements in a level, smooth and evenly covered condition including making all repairs and replacements, whether such repairs or replacements are ordinary or extraordinary, and howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise (ii) removing all papers, ice, snow, mud, sand, debris, filth and refuse from the Parking Lot Improvements to the extent reasonably necessary to keep it in a clean and orderly condition, (iii) placing, keeping in repair and replacing any necessary and appropriate directional signs, markers, lines and striping, (iv) operating, repairing and replacing, where necessary, such artificial lighting facilities as shall be

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reasonably required and (v) replacing and pruning landscaping and mowing grass. Noting herein shall prohibit an Owner from temporarily blocking or closing a Parking Lot so that repairs or improvements may be made, or, upon at least thirty (30) days advance written notice to the other Party, to reconfigure any portion of its Parking Lot Improvements on its own Parcel so long as (i) a consistent number of parking spaces are maintained and (ii) traffic circulation within the Project is not materially impacted; it being acknowledged by the Parties that at all times the uninterrupted access between the Parcel that is not reconfiguring its Parking Lot Improvements and S. Wolf Road is maintained.

4. Utility Easements.

A. Each Owner hereby declares, grants and conveys to the other Owner for the benefit of the other Owner, a perpetual non-exclusive easement in, to, over, under and across its Parking Lot for the purposes of permitting the operation, maintenance, repair and replacement of underground storm sewer lines, sanitary sewer pipes, water and gas mains, electric power lines, telephone lines, and other underground utility lines (each a "Utility Line" and, collectively, the "Utility Lines"), for the purpose of providing utility services to each Owner's improvements. The easement granted for Utility Lines in this Section 4 shall be limited to those existing Utility Lines as of the Effective Date, if any. Subject to the terms below, each Owner shall have the right to relocate any Utility Lines which services only that Owner's Parcel, but which crosses the other Owner's Parcel, upon the written approval as to the exact location of the easement from the Owner of the Parcel being crossed. Any relocation work shall be subject to the following: (A) adequate provision shall be made for the safety and convenience of all persons using the surface of such areas; (B) all work shall be completed as quickly as possible and the areas and facilities shall be replaced or restored promptly to the condition in which they were prior to the performance of such relocation work; (C) all costs, fees and expenses incurred as a result of such relocation work shall be borne solely by the Owner which undertakes such work; (D) the other Owner shall be notified in writing not less than sixty (60) days prior to commencement of such relocation work except in the event of an emergency or other circumstances requiring immediate action; (E) the schedule for the performance of such relocation work shall be subject to the reasonable approval of the other Owner; and (F) the relocation work shall not unreasonably interfere with and shall minimize disruptions of the access to, use, occupancy or enjoyment of the remainder of the Project or any part thereof by the other grantor Owner. Prior to the performance of any such work, the grantee Owner shall provide the grantor Owner with a certificate of insurance evidencing that its contractor has obtained the minimum insurance

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coverages required pursuant to this Agreement.

B. Maintenance. The cost of maintenance, repair and replacement of the Utility Lines that serve the 2450 Parcel shall be the responsibility of 2450 and the cost of maintenance, repair and replacement of the Utility Lines that serve the 2434 Parcel shall be the responsibility of 2434.

5. Water Retention Easement.

A. Mutual Easement Grant. Each Owner grants to the other Owner for the benefit of the Other Owner a perpetual, non-exclusive easement in, to, over, under and across the other Owner's Parcel for the existence, maintenance, repair and replacement of the existing water detention/retention facilities as noted on the survey attached hereto as Exhibit C ("Water Retention Facilities"). This easement grant includes all existing pipes, conduits and feeders that feed into or otherwise serve the Water Retention Facilities as of the Effective Date.

B. Maintenance. The cost of maintenance, repair and replacement of the Water Retention Facilities shall be the joint responsibility of the Parties with each owner responsible for 50% of the reasonable costs of such maintenance, repair and replacement that relate to those Water Retention Facilities that are shared. No alterations, changes or replacements shall be made to the Water Retention Facilities without the mutual agreement of 2450 and 2434. The Parties designate the 2450 to be initially responsible for the routine operation and maintenance of the Water Retention Facilities.

6. Signage.

A. Monument Signage. The monument sign displayed at the entrance to the Project and noted as "SIGN" on the survey attached hereto as Exhibit C ("Monument Sign") while located on the 2450 Parcel shall exist and be maintained for the mutual benefit of the 2450 Parcel and 2434 Parcel. Each Party shall have the right to have the address of its building displayed on the Monument Sign along with the words "Prairie Medical Center". 2450 and 2434 shall each be responsible for and pay 50% of the costs associated with operating, maintaining, repairing and replacement of the Monument Sign. No other text shall be permitted on the Monument Sign without the mutual agreement of 2450 and 2434. Nothing herein shall be deemed to grant either Owner the right to place additional signs on the other Owner's Parcel. The Parties designate 2450 to be initially responsible to operate and maintain the Monument Sign.

B. Building Signage. Each Owner shall be responsible for the expense of its own building signage. Each Owner shall maintain and repair its own building signage and shall only implement building signage placed on

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its respective building that is in compliance with local zoning ordinances.

7. Lighting. There is an electric meter for the lights in the Parking Lot for the 2450 Parcel on the 2450 Parcel and a separate electric meter for the lights in the Parking Lot for the 2434 Parcel on the 2434 Parcel. Each Owner shall timely pay its electric bill and maintain the lighting pursuant to this Agreement to avoid any interruption in the provision of artificial lighting to both parcels. At all times the light shall remain on and be operational from one hour before sunset to sunrise.

8. Sprinklers. The water irrigation system for each Parcel is implemented through sprinklers located on each Parcel. Water service for the applicable sprinkler is from the applicable property on which the sprinklers are located. Each Owner shall timely pay its water bill and maintain the sprinklers on its parcel to avoid any interruption in the provision of water irrigation and to ensure that the landscaping located on each Parcel is properly maintained..

9. Insurance. Each Owner (and its contractors) shall, severally, at all times during the term of this Agreement, maintain or cause to be maintained in full force and effect an "Occurrence Based" commercial general liability insurance policy covering its Parcel, with an insurance company or companies having an A.M. Best (or equivalent) rating of A- or better, including coverage for any accident resulting in bodily injury to or the death of any person and consequential damages arising therefrom, and a comprehensive property damage insurance policy, each in an amount not less than \$3,000,000, as such amount is adjusted pursuant hereto, per occurrence and including coverage of the contractual liability contained herein with respect to indemnification. Each Owner shall name each other Owner as an additional insured. Each Owner shall furnish to each other Owner requesting the same in writing evidence that the insurance referred to in this Section is in full force and effect. Such insurance shall provide that the same may not be canceled, reduced below the required minimum or materially amended without at least thirty (30) days prior written notice being given by the insurer to all other Owners. The aforesaid \$3,000,000 coverage limit shall be reviewed, and if appropriate, adjusted, on each fifth anniversary of the date of recordation of this Agreement by the change in the Consumer Price Index (or comparable successor index) for the area in which the Project is located.

10. Maintenance

The maintenance and repair obligations of each Owner hereunder with respect to its Parcel(s) shall include, but shall not be limited to, the following:

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(a) **Drive and Parking Areas.** Maintaining, cleaning and replacing all paved surfaces and curbs in a smooth and evenly covered condition, excluding however that portion of the access and parking lot drives located on such Parcel; such work shall include, without limitation, sweeping, restriping, resealing and resurfacing.

(b) **Debris and Refuse.** Periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep its Parcel in a first-class clean and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not interfere with the conduct of business or use by persons intending to conduct business with occupants of the Project.

(c) **Sign and Markers.** Placing, cleaning, keeping in repair, replacing and repainting any appropriate directional signs or markers, including any handicapped parking signs.

(d) **Lighting.** Maintaining, cleaning and replacing parking area lighting facilities, including lamps, ballasts and lenses located on its Parcel (excluding any lighting located on that portion of the access drive and parking lot drives within the Parcel).

(e) **Obstructions.** Keeping the parking areas free from any obstructions, unless such obstruction is permitted under the provisions of this Agreement.

(f) **Sidewalks.** Maintaining, cleaning and replacing of all sidewalks, including those adjacent and contiguous to buildings located within the Project. Sidewalks shall be cleaned and swept at appropriate intervals during such times as shall not interfere with the conduct of business or use by persons intending to conduct business with occupants of the Project.

(g) **Landscaping.** Maintaining, irrigating and replacing landscaping and keeping landscape irrigation systems in good condition and repair.

11. **Cooperation.** 2450 and 2434 shall cooperate to coordinate their efforts under this Agreement to provide for a uniform and consistent landscape design, signage and maintenance program (for example, snow removal) for the Project. The Owners or their representatives shall meet at least one (1) time each year to discuss cooperation and coordination with respect to routine maintenance including but not limited to snow removal, landscape services and other cross services so that the Owners, to the extent possible, utilize common service providers so that consistent services are provided across the Parcels and potential cost savings are shared. They Parties shall seek to create an annual budget for the maintenance of the obligations under this Agreement on each Parcel and contribute to it based on the relative square footage of each building on the Parcel. The Owners agree to

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discuss capital improvements or repairs to the Parking Lots and Water Retention Facilities so that they are kept and maintained in a consentient manner and are a part of the annual budget. Either Owner may upon five (5) business days' notice to the other Owner request a meeting for the consideration of each Owner's obligations under this Agreement.

12. Parcel Improvements. The Parties hereby acknowledge that the building footprint of the existing buildings located on the 2434 Parcel and 2450 Parcel shall not be expanded or enlarged, which would have the effect of increasing the parking requirements under local statute or ordinance.

13. Restoration of Parcels. In the event of any damage or destruction to the Parking Lot Improvements on a particular Parcel, whether insured or uninsured, the Owner of the Parcel in which the affected Parking Lot Improvements are located, shall, at its sole cost and expense, restore, repair or rebuild the Parking Lot Improvements with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage or destruction.

14. Realty Taxes and Assessments. Each Owner shall, at its sole cost and expense, pay when due all real estate taxes and assessments which may be levied, assessed, or charged by any public authority against such Owner's Parcel, the improvements thereon or any other part thereof. In the event an Owner shall deem any real estate tax or assessment (including the rate thereof or the assessed valuation of the property) levied against such Owner's Parcel to be excessive or illegal, such Owner shall have the right, at its own cost and expense, to contest the same in good faith by appropriate proceedings. If the failure to pay (or bond) such tax would affect another Owner's Parcel, such other Owner shall have the right to pay such tax and shall have a lien on the nonpaying Owner's Parcel for the amount so paid until reimbursed for such payment. Any such lien shall be subject to and junior to, and shall in no way impair or defeat the lien or charge of any mortgagee (fee or leasehold) which relates to the Project and/or either Parcel.

15. Default. In the event that any Party hereto (or the respective successor(s) or assign(s) of such Party) shall default in the performance of any such Party's obligations(s) hereunder, the parties agree as follows:

- A. If, after thirty (30) days' notice given by one Party to the other, the Party receiving such notice (the "defaulting party") shall not have corrected or repaired, or commenced correction or repair with continuing diligent effort towards completion (to the extent such correction or repair cannot be completed

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within 30 days), any condition as required pursuant to this Agreement, then the non-defaulting party shall have the right but not the obligation to repair or correct such condition and the defaulting party shall pay the cost thereof. The non-defaulting party shall be entitled to be reimbursed by the defaulting party for the reasonable costs incurred in such connection or repair with thirty (30) days following written demand therefor. If payment is not made within thirty (30) days following notice, the non-defaulting party shall be entitled to place a lien on the defaulting party's property for the costs thereof, plus costs of collection, including reasonable attorneys' fees. Any such lien shall be subject to and junior to, and shall in no way impair or defeat the lien or charge of any mortgagee (fee or leasehold) which relates to the Project and/or either Parcel. A lien created pursuant to this Section shall be foreclosed, in the same manner as provided for foreclosure under the laws of the State of Illinois.

- B. If after all the delivery of all notices and demands required herein, the default has not been cured, or the cost thereof not paid or reimbursed as provided herein, then the non-defaulting party shall be entitled to all remedies available at law, in equity, or by statute. The prevailing party in any action or litigation to enforce this Agreement shall recover as part of its costs reasonable attorneys' fees and legal expenses. The remedies provided in this Section are in addition to any remedies available elsewhere in this Agreement or under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default, and all remedies available to an Owner may be exercised cumulatively. It is expressly agreed that no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, and such limitations shall not affect in any manner any of the rights or remedies which the Owner may have by reason of any breach of this Agreement.

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16. Notices: All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made upon receipt if made or given by Federal Express Priority Overnight delivery, confirmed facsimile transmission, or upon receipt by registered or certified mail (postage prepaid, return receipt requested), at the following addresses (or at such other address for a party as shall be specified by like notice):

If to 2450:
Attn: Kenneth Nelson
2434 S. Wolf Road
Westchester, Illinois 60154

If to 2434:
Attn: Kenneth Nelson
2434 S. Wolf Road
Westchester, Illinois 60154

If to TDK
Attn: Kenneth Nelson
2434 S. Wolf Road
Westchester, Illinois 60154

If to 2450 Ground Lessee
c/o MB Real Estate
181 West Madison, Ste. 4700
Chicago, Illinois 60602

Either party may lodge written notice of change of address with the other.

17. Governing Law: This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

18. Headings and Definitions: Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The recital set forth at the beginning of this Agreement and the definitions contained therein are hereby incorporated into and made a part of this Agreement.

19. Severability: Each Section of this Agreement and each sentence, clause or phrase contained in such Section shall be considered severable and if, for any reason, any Section or sentence, clause or phrase contained in such Section is determined to be invalid, unenforceable or contrary to any existing or future laws, that portion of this Agreement determined to be invalid or unenforceable may be removed or reformed so that such

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invalidity or unenforceability shall not impair the operation of or affect that portion of this Agreement which is valid.

20. Venue and Jurisdiction: This Agreement has been made, executed and delivered in Cook County, Illinois. In the event that any party hereto commences any suit or other legal or administrative proceeding to enforce any of the terms or conditions of this Agreement, each party hereby consents to venue and subject matter jurisdiction in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois. Each party agrees to waive any defense based on alleged lack of subject matter jurisdiction, improper venue and forum non conveniens. Each party hereby waives the right to trial by jury.

21. Succession: This Agreement shall be binding on the parties hereto, and their respective successors, assigns, and heirs. In the event of a sale, assignment or transfer of a lot described in this Agreement, the assignor or transferor shall be released from its obligations under this Agreement, which shall run with the land and be binding upon their respective successors, assigns, and heirs.

22. Entire Agreement: This instrument contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein.

23. Amendment: This Agreement may be amended, altered or revoked at any time, in whole or in part, by filing with this Agreement a written instrument setting forth such changes signed by all of the parties hereto. No amendment or modification of this Agreement shall be made without the prior written consent of the 2450 Ground Lessee and TDK; it being acknowledged hereby that 2450 Ground Lessee and TDK are third party beneficiaries of this Agreement. Nothing here in shall prohibit the consolidation of the fee and leasehold interests into a single unified interest.

24. No Right of General Public: It is understood and agreed by the parties hereto that nothing herein contained is intended to grant a right in or to the general public to use any easement herein granted or to use any part of the 2450 Parcel or 2434 Parcel.

25. Reconfiguration: Neither Party shall be entitled to permanently close off at any time in a manner that would prevent the other party from obtaining access to and from the Owner's respective Parking Lot without first obtaining the written consent of the other Party, except in the case of emergency, or as otherwise provided in this Agreement.

26. Indemnity: Each Owner shall indemnify, defend, and save the other Owners harmless for, from

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and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims, and judgments, including reasonable attorneys' fees and costs actually incurred (i) arising from injury or death to person or damage to property that occurs on the indemnifying Owner's Parcel; (ii) directly arising out of or resulting from the violation of an environmental law by an Owner in connection with its use and operation of its Parcel; and (iii) directly arising out of or resulting from the violation or breach of this Agreement by an Owner. An Owner shall not be entitled to such indemnification for any damage caused to such Owner by reason of its negligence, recklessness or willful misconduct or the negligence, recklessness or willful misconduct of such Owner's agents, servants, contractors or employees.

27. Covenants Running with the Land. The easements granted and the restrictions herein contained shall be easements, restrictions, and covenants running with the land and shall be binding on the parties hereto and their respective successors and assigns.

28. Liens. 2450 will not suffer or permit any mechanic's lien claim to be filed or otherwise asserted against the 2434 Parcel by reason of the exercise by 2450 of its rights under this Agreement, and 2450 will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof, or provide to 2434 a bond, in form and substance and from a company satisfactory to 2434, in the amount of 150% of the amount of the lien claim. 2434 will not suffer or permit any mechanic's lien claim to be filed or otherwise asserted against the 2450 Parcel by reason of the exercise by 2434 of its rights under this Agreement, and 2434 will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof, or provide to 2450 a bond, in form and substance and from a company satisfactory to 2450, in the amount of 150% of the amount of the lien claim.

29. Counterparts. This Cross Easement, Access and Maintenance Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, each of which shall be deemed to be an original and all of which shall constitute, collectively, one agreement. Each party may rely upon a facsimile or scanned and e-mailed counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

30. Estoppel Certificate. Each Owner hereby severally covenants that within thirty (30) days of the written request of any other Owner it will issue to such other Owner or to any prospective mortgagee or purchaser of such Owner's Parcel an estoppel certificate stating: (a) whether the Owner to whom the request has been directed

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knows of any default under this Agreement and if there are known defaults specifying the nature thereof; (b) whether to its knowledge this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and (c) whether to the Owner's knowledge this Agreement as of that date is in full force and effect.

[Signatures on Following Page]

Property of Cook County Clerk's Office

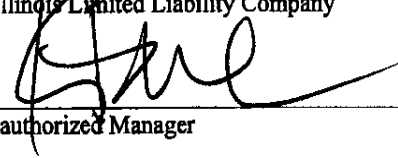
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IN WITNESS WHEREOF, the parties have signed and delivered this Cross Easement and Access Agreement on the day and year first written above.

2450 S. WOLF ROAD, LLC
an Illinois Limited Liability Company

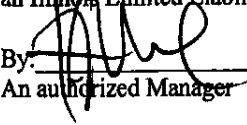
By: 
An authorized Manager

TDK REAL ESTATE VENTURE LAND, LLC
an Illinois Limited Liability Company

By: 
An authorized Manager

As to the Ground Lessees

TDK REAL ESTATE VENTURE, LLC
an Illinois Limited Liability Company

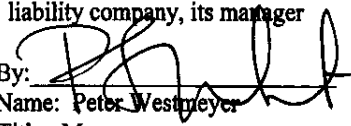
By: 
An authorized Manager

WESTCHESTER I MEDICAL PROPERTIES, LLC.
A Delaware limited liability company

BY: Medical Properties I JV, LLC, a Delaware limited liability company, its sole member and manager

By: WD X LLC, a Delaware limited liability company, its manager

By: WD X Holdings LLC, a Delaware limited liability company, its manager

By: 
Name: Peter Westmeyer
Title: Manager

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STATE OF ILLINOIS)

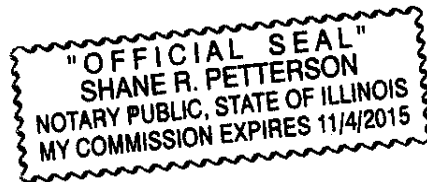
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH NELSON, the authorized Manager of **2450 S. WOLF ROAD, LLC** 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 the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8 day of December, 2014.

Notary Public

Commission Expires: 11/4/15



STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH NELSON, the authorized Manager of **TDK REAL ESTATE VENTURE LAND, LLC** 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 the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8 day of December, 2014.

Notary Public

Commission Expires: 11/4/15



UNOFFICIAL COPY

STATE OF ILLINOIS)

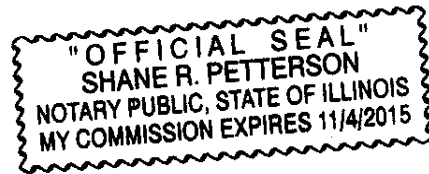
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that KENNETH NELSON, the authorized Manager of **TDK REAL ESTATE VENTURE LAND, LLC** 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 the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8th day of December, 2014.

Notary Public

Commission Expires: 11/4/15



UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Westmeyer, the manager of WD X Holdings LLC, a Delaware limited liability company, the manager of WD X LLC, a Delaware limited liability company, the manager of Medical Properties I JV, LLC, a Delaware limited liability company, the sole member and manager of Westchester I Medical Properties, LLC 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 the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 8th day of December, 2014.

Beth Harrington
Notary Public

Commission Expires: 7/29/17



UNOFFICIAL COPY

CONSENT AND SUBORDINATION

THE PRIVATE BANK

ATTACHED

Property of Cook County Clerk's Office

WMM

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CONSENT AND SUBORDINATION

The Private Bank and Trust Company (the "Mortgagee") has mortgage liens on the 2434 Property granted by TDK Real Estate Venture Land, LLC and TDK Real Estate Venture, LLC pursuant to that Mortgage, Assignment of Rents, Security Agreement and Fixture Filing and that Leasehold Mortgage, each dated March 28, 2012 and each recorded with the Cook County Recorder of Deeds on April 18, 2012, respectively as Document Nos. 1210916044 and 1210916047 (collectively the "Lien" and "Mortgage") securing certain Loan Obligations owed to Mortgagee (the "Secured Obligations") on the real property commonly described as:

SEE ATTACHED LEGAL DESCRIPTION

Mortgagee hereby consents to the foregoing Cross Easement, Access and Maintenance Agreement and hereby subordinates its Lien and Mortgage to such Agreement.

MORTGAGEE:

The Private Bank and Trust Company

By: William J. Robertson

Name: William J. Robertson

Title: M.D.

STATE OF Illinois)

COUNTY OF Will)

SS:

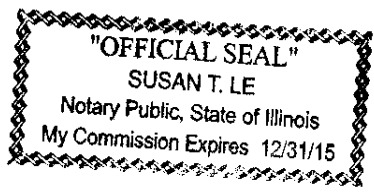
I HEREBY CERTIFY that on this 8th day of December, 2014, before me, the undersigned officer, personally appeared William Robertson, who acknowledged himself/herself to be the Managing Director of The Private Bank, and that (s)he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of William Robertson, as Managing Director of The Private Bank.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Susan T. Le
Notary Public

My Commission expires:

12/31/2015



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EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH 150 FEET OF THE NORTH 528 FEET OF THE EAST 495 FEET, EXCEPT THE EAST 50 FEET THEREOF, OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 15-30-201-014-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

LEGAL DESCRIPTION

PARCEL (A): A TRACT OF LAND DESCRIBED AS THE SOUTH 275.0 FEET OF THE NORTH 528.0 FEET OF THE EAST 495.0 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 150.0 FEET AND THE EAST 50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL (B): THE SOUTH 35 FEET OF THE NORTH 253.0 FEET OF THE EAST 495 FEET (EXCEPT THE EAST 50 FEET CONVEYED FOR STREET) OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Pin # 15-30-201-014-0000


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EXHIBIT C

2450 and 2434 SURVEYS

See Attached.

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A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

P.L.M. 15-30-201-014

1. ANY UTILITIES LOCATED BY SURVEYOR, INCLUDING BUT NOT LIMITED TO: WATER, SEWER, GAS, TELEPHONE, CABLE, AND OTHER UTILITIES, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.

2. ANY CONSTRUCTION ENCOUNTERED BY THE SURVEYOR, INCLUDING BUT NOT LIMITED TO: FOUNDATION, WALLS, ROOFS, AND OTHER STRUCTURES, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.

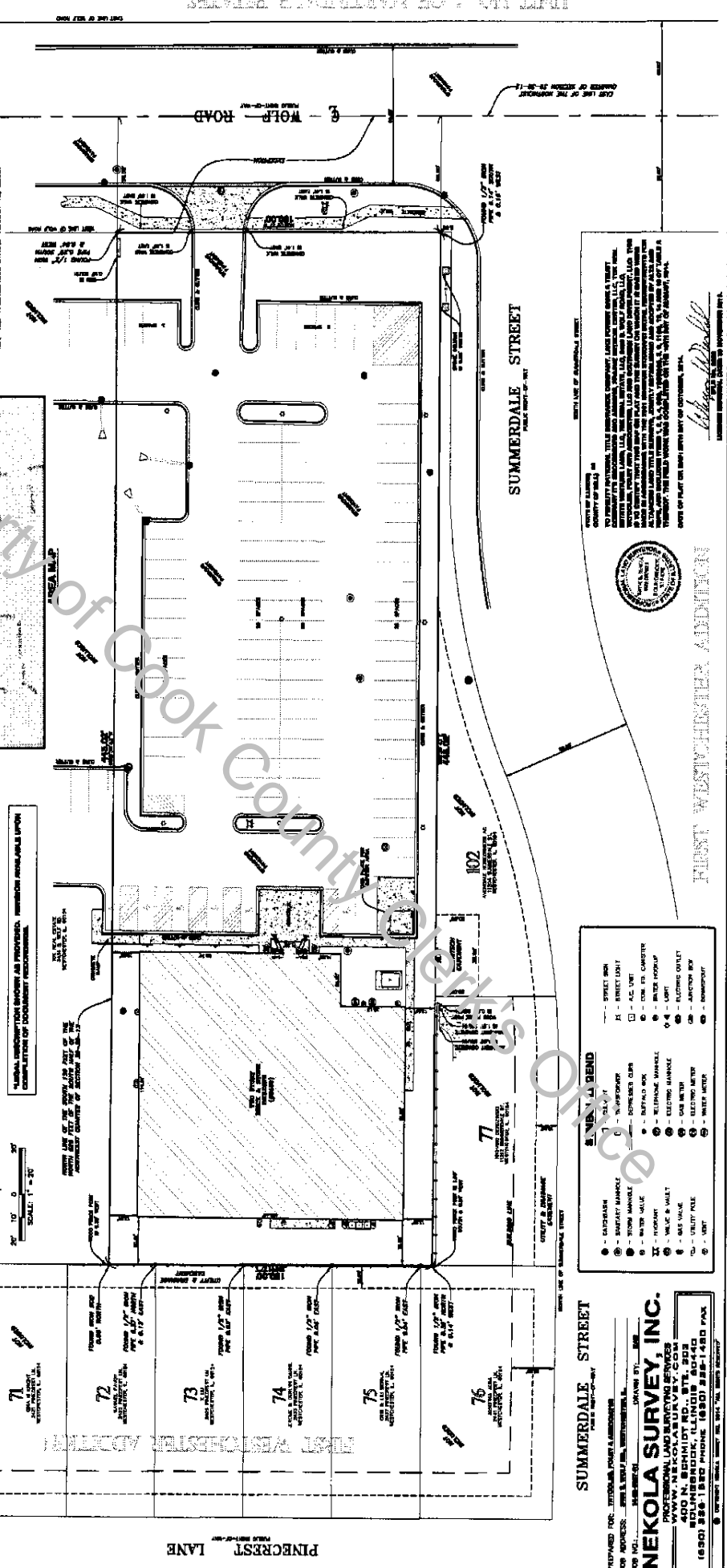
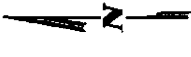
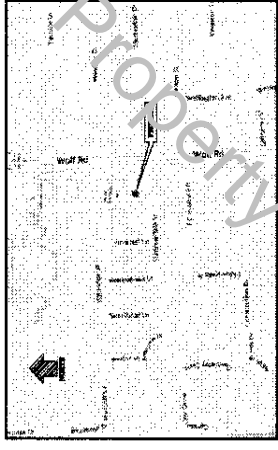
3. DIMENSIONS AND LOCATIONS OF ALL BUILDINGS, INCLUDING BUT NOT LIMITED TO: HOUSES, GARAGES, PORCHES, DECKS, AND OTHER STRUCTURES, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.

4. NUMBER OF PARCELS, INCLUDING BUT NOT LIMITED TO: PARCELS, LOTS, AND OTHER UNITS, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.

5. NUMBER OF PARCELS, INCLUDING BUT NOT LIMITED TO: PARCELS, LOTS, AND OTHER UNITS, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.

6. NUMBER OF PARCELS, INCLUDING BUT NOT LIMITED TO: PARCELS, LOTS, AND OTHER UNITS, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.

7. NUMBER OF PARCELS, INCLUDING BUT NOT LIMITED TO: PARCELS, LOTS, AND OTHER UNITS, SHALL BE SHOWN AS LOCATED BY SURVEYOR'S RECORDS AND FIELD SURVEY.



SYMBOLS

○	CONCRETE	○	STEEL PIPE
⊙	BRICK MANHOLE	⊙	STEEL JOIST
⊙	STONE MANHOLE	⊙	ALUMINUM JOIST
⊙	WATER VALVE	⊙	CONCRETE JOIST
⊙	SEWER	⊙	WOOD JOIST
⊙	WALK & HALL	⊙	WOOD JOIST
⊙	WALK & HALL	⊙	WOOD JOIST
⊙	UTILITY POLE	⊙	WOOD JOIST
⊙	WELL	⊙	WOOD JOIST

NEKOLA SURVEY, INC.
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 CHICAGO, ILLINOIS 60642
 (800) 226-1800 PHONE (800) 226-1400 FAX

Thomas J. Neke
 LICENSED SURVEYOR, ILLINOIS



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