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COVER SHEET FOR RECORDING PURPOSES

VILLAGE OF TINLEY PARK

RESOLUTION NO. 2021-R-113

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
DEVELOPMENT AGREEMENT
LOYOLA UNIVERSITY HEALTH SYSTEM**

Commonly Know As:

PINS – 27-34-300-005-0000, 27-33-401-012-0000, & 27-34-300-011-0000

Prepared By

**Return To: Laura Godette
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477**

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THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2021-R-113

A RESOLUTION AUTHORIZING THE EXECUTION OF A
DEVELOPMENT AGREEMENT-
LOYOLA UNIVERSITY HEALTH SYSTEM

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2021-R-113

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT- LOYOLA UNIVERSITY HEALTH SYSTEM

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a development agreement for the development of certain property, a true and correct copy of such Development Agreement (the “Development Agreement”) being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of the said Village of Tinley Park that said Development Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid “Development Agreement-Loyola University Health Systems” be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made part hereof as **EXHIBIT 1**.

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Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Development Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

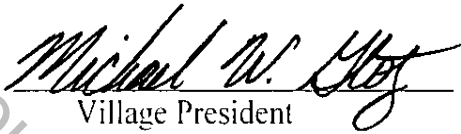
ADOPTED this 16th day of November, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES:

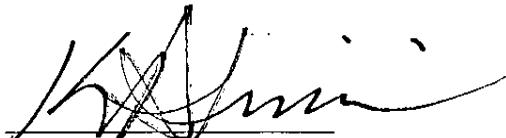
NAYS:

ABSENT:

APPROVED this 16th day of November, 2021, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

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32 Municipal Code in order to regulate the zoning and development of the Subject Property
33 upon the terms and conditions contained in this Agreement; and

34 **WHEREAS**, all notices, publications, procedures, public hearings and other
35 matters attendant to the considerations, approval and execution of the Agreement have been
36 given, made, and held and performed as required by 65 ILCS 5/7-1-8 and Division 15.1 of
37 Article 11 of the Illinois Municipal Code and all applicable Ordinances, regulations and
38 procedures of the Village; and

39 **WHEREAS**, the President and the Village Trustees have by a vote of not less than
40 two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms
41 and provisions of this Agreement and have directed the President to execute and the Village
42 Clerk to attest this Agreement on behalf of the Village;

43 **NOW, THEREFORE**, in consideration of the premises and mutual covenants
44 contained herein, the Village and the Developer agree as follows:

45 ARTICLE ONE

46 INTRODUCTION

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49 A. Recitals. The foregoing recitals and representations are material to this Agreement
50 are hereby incorporated into and made a part of this Agreement as though fully set
51 forth in this Article One as the agreement and understandings of the Parties.

52
53 B. Mutual Assistance. The Parties hereto agree to do all things necessary and
54 appropriate to carry out the terms and conditions of this Agreement and to aid and
55 assist each other in furthering the intent of the Parties as reflected by the terms of
56 this agreement, including without limitation, the holding of public hearings,
57 enactment by the Village of such resolutions and ordinances as are required herein,
58 the execution of permits, applications and agreements and the taking of such other
59 actions as may be necessary to enable the Parties to comply with the terms and
60 provisions of this Agreement.

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ARTICLE TWO ZONING

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- A. Existing and Proposed Zoning. The Subject Property is zoned B-3 and ORI in the Village of Tinley Park as depicted on EXHIBIT B. Developer and the Village of Tinley Park intend to rezone the northern portion of the Subject Property (PIN# 27-34-300-005-0000) from B-3 General Business and Commercial to ORI Office and Restricted Industrial District. Such northern portion of the Subject Property shall be deemed rezoned to ORI upon execution of this Agreement. The remaining portions of the Subject Property (PIN#27-33-401-012-0000 and PIN#27-34-300-011-0000) shall and will remain zoned as B-3 & ORI.
- B. Developer shall adhere to variances adopted by Ordinance No. 2021-O-078 including, but not limited to: variances to Village Urban Design Overlay District (UDOD) requirements, whereas allowing Developer to (a) permit an increased front yard setback instead of the 20 foot maximum allowed; and permit parking in the required front yard, (b) permit three curb cuts as opposed to one permitted, (c) reduction of off-street loading truck spaces from four to two, (d) reduction of masonry façade requirements from sixty percent (60%) down to a range of 36-42% pursuant to final design and allow increase of alternative building materials (precast concrete, metal panels and glass panels) of (15%) to an increase to accommodate required delta, (e) Developer shall be allowed additional ground (maximum of four), wall and directional signage as included in approved plans, (f) variation to allow 330 parking stalls total in lieu of 406 required, (g) relief from landscaping requirements as agreed upon with final plans approved by the Village Board.
- C. Preliminary Plan Approval.
- I. The Subject Property (consisting of approximately 29.18-acres, 12.69 acres of which will be developed ("Developed Property") and 16.49 acres will remain undeveloped ("Undeveloped Property") and more fully depicted and described in EXHIBIT A) shall be developed substantially in accordance with the land plan attached hereto and hereby made a part of this Agreement as EXHIBIT C, as the same may be revised by Developer and approved by the Village, which plan was prepared by Eriksson Engineering Associates (hereinafter referred to

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96 as the "Plan"). Village agrees that such Subject Property, as depicted on
 97 EXHIBIT A may include improvements that are consistent with the meaning
 98 of a "medical clinic" as that term is defined in Village's Zoning Ordinance at
 99 Article II, subsection A. It is understood that there is no specific plan for
 100 development of the remainder Undeveloped Property of the Subject Property.

101 The Village will allow such remaining southern portion of the land to remain
 102 farmed. Owner and Developer agree that any development of the remainder of
 103 the Subject Property shall comply fully with specific site plan or plans subject
 104 to the approval of the Village Board.

105 D. Plat Approval: The Subject Property shall be developed in full compliance with all
 106 provisions of the Tinley Park Regulations Ordinance. The Developer has submitted
 107 a Preliminary Plat of Consolidation as shown on EXHIBIT E-1, which includes a
 108 consolidation of two PINS (27-34-300-005-0000 and 27-34-300-011-0000) and a
 109 subsequent tax division which will result in two new PINs, one for the entire 12.69
 110 acres of Developed Property and the other for 13.16 acres of the Undeveloped
 111 Property as shown on EXHIBIT E-2 and EXHIBIT E-3 respectively. For
 112 clarification, the remaining 3.33 acres of the Undeveloped Property, that which
 113 relates to PIN 27-33-401-012-000 and attributable to the triangle portion of the
 114 Subject Property, will remain unaffected.

115 E. Developer has paid all site plan, plat, and rezoning fees as required by Village
 116 Ordinance. Engineering fees and surety shall be provided as otherwise set forth in
 117 this Agreement.

118 F. The Village acknowledges that subsequent action by Owner regarding issuance of
 119 new separate PINs for portions of the Property without material revisions to the
 120 Plan shall not require Village approval.

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ARTICLE THREE

BUILDING CODE-PERMITS

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127 The development of the Developed Property shall be subject to the local codes and
128 ordinances for the construction of the buildings on the Developed Property as they exist on
129 the date of this Agreement. Except as otherwise provided herein, amendments to codes and
130 ordinances generally applicable throughout the Village shall be applicable to the
131 construction of the buildings and other improvements on the Developed Property beginning
132 one hundred and eighty (180) days after receipt by the Developer of notice of such
133 amendments from the Village. The Village agrees to expeditiously review and act on all
134 applications for building permits and other approvals required on the Developed Property.
135 The Village agrees to assist Developer with securing any approvals required from any other
136 governmental agencies that may have jurisdiction over development and construction on
137 the Developed Property or as otherwise required under this Agreement.

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ARTICLE FOUR

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CODE RELATED ORDINANCE

141

142 Developer agrees to construct all building and related improvements on the
143 Developed Property in accordance with the Subdivision and Development Regulations
144 Ordinance NO. 2007-O-041 of the Village of Tinley Park (the "Subdivision and
145 Development Regulations"), except as otherwise set forth in this Agreement. Developer
146 agrees to pay all Village fees pursuant to the Subdivision and Development Regulations
147 and any other Ordinances of the Village, except as otherwise set forth herein. Issuance of
148 an occupancy permit for the Developed Property, either temporary or final, shall serve as
149 evidence that all fees required under this Agreement have been paid and any subsequent
150 owner of the Developed Property for which an occupancy permit has been issued shall take
151 ownership free and clear of said fee payment obligations with respect to said Developed
152 Property.

153

154 Developer shall not file any cause of action or contribute to filing a cause of action
155 objecting to the fees, except where specifically waived in this Agreement, as required by
156 the Village Code and/or any other ordinances required by the Village, including but not

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157 limited to connection fees and building permit fees, so long as they are deemed not to
 158 violate public policy and are being charged on a uniform basis for similar uses of property
 159 at the time the fees become due and owing.

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ARTICLE FIVE:

UTILITY RECAPTURES AND CONTRIBUTIONS

- A. in consideration of Developer's construction of a twelve-inch watermain on the Undeveloped Property that connects to the water main located at Chopin Drive, all Development water connection/tap on fees will be waived in the amount of \$126,850.
- B. Village shall provide a drop manhole in size, location, depth with connection points as coordinated between Developer and Village to accommodate Developer's requisite connections to support the new Developer Facility.
- C. Water System & Sewerage System. Developer shall have the right to access the new Water and Sanitary Mains in the old 96th Avenue right-of-way west of the Property and along 179th Street. The Village shall make these improvements available at no cost to the Developer on or before the following dates:
- a. New Water Main: May 30, 2022
 - b. New Sanitary Main: June 18, 2022
 - c. New Lift Station: January 15, 2023
- D. The Village agrees to provide and coordinate the location and installation of new Taps/TEEs and associated connection points for the new lift station/sanitary and water lines being constructed related to the easements described in **EXHIBIT F** and **EXHIBIT G** respectively to support new Developer Facility at no cost to the Developer.
- E. Recapture. In consideration of the Village's construction of certain utility infrastructure which will benefit the Subject Property and Developer in relation to the Development and any future development, Developer agrees to pay a reduced recapture fee in the amount of three hundred thousand dollars (\$300,000.00) instead of the required three hundred and forty-five thousand dollars (\$345,000) fifteen

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189 (15) days after the execution of this Development Agreement. The reduced
 190 recapture shall be applicable for three years subsequent to the execution of this
 191 Development Agreement (the "Recapture Term"). In the event that a permit is
 192 issued for the construction of the building per the Preliminary Site Plan one year
 193 after the execution of this Development Agreement, Developer shall pay the
 194 unreduced recapture fee (the "Recapture Deadline"). In the event Developer
 195 experiences delays due to difficulty obtaining materials, permitting matters or
 196 weather concerns, the Developer may request and receive a one (1) year extension
 197 of the Recapture Deadline, approval of which shall not be unreasonably withheld
 198 by the Village.

ARTICLE SIX

IMPROVEMENTS

- 201
- 202 A. Improvements. Developer shall be responsible for constructing all improvements
 203 within the Developed Property in accordance with the approved final engineering
 204 plans for the Developed Property for the respective phase, which improvements
 205 include but are not limited to roads, utilities, sidewalks, street lights, curbs, and
 206 gutters within the property limits in accordance with the Village's Subdivision and
 207 Development Regulations and Zoning Ordinance, except as provided for herein
 208 (the "Improvements").
- 209 B. 179th Street and Chopin Drive Signal Improvements. Village confirms that Chopin
 210 Road is a public right of way and as such, Developer may develop an egress/ingress
 211 to Developer's Property from Chopin Drive subject to Village's engineering and site
 212 plan requirements. Further, if Cook County requires the installation of a traffic
 213 signal at the intersection of 179th Street and Chopin Drive, Developer shall signalize
 214 said intersection and make any other required improvements at its own cost
 215 contingent upon approval by the Cook County Department of Transportation and
 216 the Village.
- 217 C. Public Improvements. The Improvements, the 179th Street and Chopin Drive
 218 Signal Improvements, the Chopin Drive improvements, the 179th Street Sidewalk
 219 Improvements and the Utility Improvements (hereinafter collectively the "Public

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- 220 Improvements”) are a condition of the Village’s approval of the development of the
221 Developed Property as set forth herein.
- 222 D. 183rd Street Access. Developer is allowed but not required to construct an internal
223 road from the point where 96th Avenue ends at Developer's Subject Property line
224 through Developer's PIN# 27-34-300-011-0000 and PIN# 27-33-401-012-0000 and
225 the Village will allow Developer to construct an ingress/egress from such property
226 to 183rd and provide the right to continued access and use, subject to Village’s and
227 IDOT’s engineering and site plan requirements.
- 228 E. Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112
229 between Grantee and the Illinois Department of Transportation (“IDOT”), Village
230 agrees to exercise its authority to and shall administer, control, construct, maintain
231 and operate the vacated IDOT highway known as Old 96th Avenue, as shown on
232 EXHIBIT D, to effectuate Developer’s use of the same (either on or across) for
233 transportation purposes. Notwithstanding the foregoing, the Village shall not be
234 obligated to construct any improvements on the Old 96th Avenue right-of-way.
- 235 F. Chopin Drive Improvements. Developer shall provide 2" thick mill, overlay, and
236 restripe Chopin Drive subject to the Village’s engineering and site plan
237 requirements.
- 238 G. Sidewalks. Developer shall construct a public 6-foot-wide sidewalk along the south
239 side of 179th Street and the west side of Chopin Drive within the Developed
240 Property for the proposed development parcel. Such sidewalk shall be located and
241 constructed in the dedicated rights-of-ways and in accordance with final
242 engineering plans approved by the Village.
- 243 H. Village shall make its best effort to coordinate and install pedestrian signal
244 improvements to allow pedestrian access across 179th Street on the east of
245 LaGrange Road, subject to approval by IDOT and CCDOT. Village shall, at its own
246 expense, extend a sidewalk beyond the proposed Development to make it
247 contiguous to Developer’s sidewalk installation and the proposed new pedestrian
248 signal.
- 249 I. Developer shall be required to keep all public streets adjoining the Subject Property
250 to be clear of mud and debris generated by construction activity on the Subject

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- 251 Property. Such streets must be cleaned at least once a day, and more often if
 252 required by the Village at its sole judgment.
- 253 J. North Utility Easement (Watermain). In the event of any repairs to the watermain
 254 within the north utility easement, restoration shall be the responsibility of the
 255 Village. The Village shall solely be responsible for repairing the watermain and
 256 backfilling the trench with stone to grade.
- 257 K. Inspection, Conveyance and Ownership of On-Site and Off-Site Public
 258 Improvements.
- 259 i. Inspection. The Village Engineer or a consulting firm selected by the Village
 260 (the "Village Review Team") shall review and approve the Proposed Water
 261 main Improvement Plans, as well as inspect and oversee any and all
 262 construction of the proposed improvements. All testing shall be coordinated
 263 and scheduled so a Village representative is present. Utility testing and
 264 necessary repairs to meet Village Standards shall be completed for the Public
 265 Improvements within thirty (30) days of written notice from Developer that
 266 the Public Improvements have been completed (which notice shall set forth
 267 with specificity the Public Improvements that have been completed and the
 268 Public Improvements that remain to be completed). The Village Review
 269 Team shall indicate approval or disapproval of the Improvements by written
 270 notice to Developer (the "Inspection Notice") given within twenty (20) days
 271 following such inspection. If such Public Improvements are not approved, the
 272 reasons therefore shall be set forth in the Inspection Notice. Upon Developer's
 273 correction of the items set forth in the Inspection Notice, the Village Review
 274 Team, upon request shall reinspect the Improvements and either approve or
 275 disapprove said Improvements pursuant to an Inspection Notice. The Village
 276 Review Team shall either approve or disapprove said Public Improvements
 277 within twenty (20) days of receipt of the notice requesting re-inspection. The
 278 Village, at its expense, shall retain the services of such consultants and/or hire
 279 such employees as may be necessary to ensure that the Village is able to fulfill
 280 its obligations under this Section J. The foregoing, however, does not negate

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- 281 the obligation of Developer to pay all fees otherwise payable for inspection
 282 services under applicable Village ordinances.
- 283 ii. Conveyance of Improvements. All completed Improvements, following
 284 inspection and approval by the Village Engineer in accordance with sub-
 285 section (i) above, and following the delivery of "as-built" drawings (including
 286 electronic files) to the Village Engineer, shall be conveyed by bill of sale to
 287 be accepted by the Village within sixty (60) days of receipt of written request
 288 for acceptance submitted to the Village by Developer. The Village's
 289 acceptance of any conveyance of an Improvement shall not be unreasonably
 290 withheld or delayed.
- 291 iii. Maintenance and Repair. The Village, at the Village's sole cost and expense,
 292 shall be responsible for maintenance, repair, restoration and reconstruction of
 293 all Public Improvements after the conveyance to the Village and the Village's
 294 acceptance thereof, subject only to reimbursement of expenses for
 295 maintenance, repair or replacement costs if reimbursable from the Warranty
 296 Period as set forth in Section L.
- 297 L. Security. Prior to issuance of a development permit, the Developer, or a general
 298 contractor on behalf of Developer, shall post surety (performance bond, letter of
 299 credit or cash deposit) in the form reasonably acceptable to the Village in the
 300 amount of 110% of the engineer's estimate of the cost of the Public Improvements.
 301 Said surety shall be maintained with the Village until such time as the Public
 302 Improvements, or any portion thereof, have been inspected and approved by the
 303 Village pursuant to the terms set forth in Section G(i) above. Upon approval of the
 304 Public Improvements, or any portion of the Public Improvements, the Developer
 305 shall be permitted to replace the outstanding surety or otherwise to reduce the value
 306 of the outstanding surety by reducing the value of the surety in an amount equal to
 307 the value of the approved Public Improvements. Prior to either replacement or
 308 reduction of the outstanding surety, the Developer shall deposit with the Village a
 309 separate surety (bond, letter of credit or cash deposit) in the amount of ten percent
 310 (10%) of the value of the approved Public Improvements to guarantee the
 311 maintenance, repair or replacement of said approved Public Improvements for a

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312 period of six (6) months following the approval of the Public Improvements
313 pursuant to Section K(i) above (“e Period”).

314 M. Required Easements and Dedications. Developer and Village agree to discuss
315 further the dedication by Developer of certain easements into a Final Plat of
316 Easement.

317 ARTICLE SEVEN

318 STORM WATER AND WETLANDS

319

320 A. Stormwater Flood Plains and Wetlands/Management Facilities. Developer shall
321 provide at its sole cost and expense all necessary storm sewers, drainage swale
322 systems, detention systems and compensatory storage to service the Developed
323 Property in compliance with all applicable ordinances and MWRD requirements in
324 effect at the time Final Engineering for the respective phase is approved for the
325 Developed Property. Stormwater management facilities necessary to accommodate
326 the development shall be installed. Any stormwater basin(s) required for future
327 buildings shall be built when necessary for the future development.

328 B. Stormwater Management. The Developer shall be solely responsible for
329 construction of the stormwater management facilities, including all storm sewer
330 and stormwater basins, in accordance with the approved final engineering plans and
331 the Final Landscape Plans. The Developer shall maintain ownership of the
332 stormwater basins and shall have the obligation to maintain the stormwater basins
333 as depicted on the Final Engineering Plans and Final Landscape Plans and shall be
334 responsible for all related costs.

335 C. Stormwater Bond. Developer shall provide a bond in an amount reasonably
336 determined by the Village, but not more than the value of the plantings being
337 secured, to ensure that the required plantings in the Stormwater management
338 Facility are established. The Village shall perform annual inspections of the
339 plantings beginning in the second growing season. If the Village reasonably
340 determines that the overall condition of the plantings is good, then the establishment
341 bond shall be: i) released if there are no deficiencies identified by the Village at the
342 conclusion of the third growing season; or ii) reduced to an amount sufficient to

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343 cover any deficiencies identified by the Village. Developer shall agree to correct
 344 any deficiencies noted during the inspections. The established bond will be released
 345 after all deficiencies have been corrected. Prior to the Village releasing the bond;
 346 the Developer shall submit a five-year maintenance plan that will be followed by
 347 Developer in maintaining the stormwater basin. In the event Developer or its
 348 successors in interest fail to maintain the plantings, after notice from the Village
 349 and continued default by Developer or its successors, the Village may cause any
 350 deficiencies to be corrected and be reimbursed for its costs of correction.

351 D. Wetlands. Developer has agreed to mitigate an identified wetland location, via a
 352 transfer to a wetlands bank, contained within development on Northwest corner of
 353 site plan depicted on EXHIBIT D. This wetland was reviewed by the United States
 354 Army Corps of Engineers (USACOE), and determined to be non-jurisdictional
 355 from a federal perspective. The Metropolitan Water Reclamation District of
 356 Greater Chicago (MWRDGC) does have jurisdictional control over it, and the
 357 mitigation will be subject to review and approval by the MWRDGC through
 358 issuance of a Watershed Development Permit.

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ARTICLE EIGHT

361

MASS GRADING

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363 A. Mass Grading and General Land Development Activities. Upon submittal and
 364 approval of the Mass Grading Plan Improvement and Erosion Control Plans and at
 365 the sole discretion of the Village, Developer may, at its own risk, perform general
 366 land development activities on the Subject Property prior to final subdivision
 367 approval of the Village, which activities may include grading and mass excavation
 368 (including, excavation which also includes permanent or temporary
 369 detention/retention ponds, preliminary grading work, filling and soil stockpiling)
 370 which may commence prior to any approval of any plat or plan. The Village will
 371 issue conditional site development permits for site grading before a Final Plat or
 372 Final Development Plan for each respective phase that is approved provided,
 373 however, that an improvement bond, in an amount equal to the cost of construction

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374 and erosion approved by the Village Engineer is submitted, under the following
375 conditions, which permits shall automatically be revoked if said conditions are not
376 satisfied by Developer. Installation of silt fence, construction entrance and gravel
377 base streets for emergency vehicles to have access to all construction sites shall be
378 completed before the issuance of building permits. However, pavement shall be
379 completed with a binder course over the proof rolled aggregate base to the full
380 width of the proposed roadway including the installation of the curb and gutter and
381 prior to the issuance of any occupancy permits. If performed before the issuance of
382 permits for the construction of foundations, the general land development work
383 shall be at Developers' own risk and Developer agrees to indemnify and hold the
384 Village harmless from any claims or demands of any type for damages arising
385 therefrom.

386 (i) The Village Review Team shall review and approve the Preliminary Grading
387 Plan, including detention, erosion and sedimentation control measures, for each
388 phase. Village agrees that it shall conduct such review with reasonable
389 promptness and without undue delay. In the event the Village Review Team's
390 review identifies areas to be corrected, Developer will do so and the Village
391 Review Team will promptly review the corrections made by Developer.

392 (ii) All activity undertaken hereunder shall be conducted without injuring or
393 negatively affecting any adjacent properties.

394 (iii) Stockpiling, pulverization and sale of topsoil shall be permitted and shall
395 be located in areas identified on the Mass Grading Plan and maintained as
396 designed in the Final Engineering Plans or as may be designated during the
397 course of construction. All topsoil stockpiles shall be located so as not to
398 interfere with the installation or ongoing function of utilities and drainage. A
399 stockpile that is not being actively utilized, for development or other purposes,
400 shall be stabilized with grass seed or in such similar manner as the Village may
401 reasonably approve, to avoid creating a nuisance condition. The Village may
402 require Developer to remove any remaining topsoil stockpiles from the Subject
403 Property five (5) years following the Village's acceptance of the Public
404 Improvements.

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405 (iv) Plan Submittal, which shall consist of a Final Engineering Plan and a
 406 Stormwater Management Report, shall be submitted to the Village for review
 407 before mass grading activities may commence. If Developer has made no
 408 changes from the Preliminary Plans initially submitted, then the Preliminary
 409 Plans will be deemed the Final Plans and therefore will not require an alternate
 410 submittal. Village agrees that it shall conduct such review with reasonable
 411 promptness and without undue delay. Developer agrees to pay all associated
 412 engineering review fees in the event the Village's review identifies areas to be
 413 corrected, Developer will undertake such corrections and the Village will
 414 promptly review the corrections made by Developer.

415 (v) Upon approval of Final Engineering Plans and all applicable EPA, MWRD,
 416 State and County permits, Developer may apply for a mass grading permit,
 417 approval of which the Village shall unreasonably withhold.

418 (vi) Mass grading shall not violate any conditions or requirements of any other
 419 applicable jurisdiction, including but not limited to the USACE, FEMA, IDNR,
 420 IDOT, CCDOTH, MWRD, or IEPA, and shall avoid any conflict with the
 421 Village or its contractor's installation of the new sewer and water main serving
 422 the Subject Property. The Developer shall provide current status of all
 423 permitting at such time the mass grading is requested to commence as well as
 424 the limits of proposed work demonstrating adherence with permit requirements
 425 from outside agencies.

426

427

ARTICLE NINE

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BUILDING PERMITS AND OCCUPANCY CERTIFICATES

429

430 A. Building Permits. The Village shall issue building permits upon substantial
 431 completion of the installation of gravel base access to the Developed Property for
 432 emergency vehicles to have access to the portions of the Developed Property for
 433 which Developer has applied for a building permit. Provided that the application
 434 and information submitted by Developer is complete and conforms to the terms of

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435 this Agreement and other applicable Village ordinances, codes or regulations, the
436 Village agrees to issue all building permits for construction.

437 B. Occupancy Certificates. Occupancy certificates shall be issued by the Village upon
438 Developer constructing utilities as well as curb and gutter and bituminous binder
439 course across the frontage of the lot for which a certificate of occupancy is required.
440 No bond shall be required to secure the improvement of the remainder of the
441 building provided that the exterior lot improvements have been completed prior to
442 the issuance of the occupancy permit. Upon request by Developer for an occupancy
443 certificate, the Village shall have five (5) days after receipt of such request to
444 provide Developer with such certificate or a written statement indicating in detail
445 how Developer has failed to complete the construction in conformance with the
446 approved plans, this Agreement and other applicable Village codes, ordinances and
447 regulations, and what measures or acts will be necessary for Developer to take or
448 perform in order to conform with construction in order to obtain the occupancy
449 certificate. Any re-inspections shall take place within five (5) days after
450 Developer's request, weather permitting. The occupancy certificate once issued,
451 shall be in conclusive determination of satisfaction with respect to the obligations
452 of Developer in regard to the building to which the occupancy certificate pertains.
453 Issuance of a final occupancy permit for a subdivided lot of the Developed Property
454 shall serve as evidence that all fees have been paid and any subsequent owner of a
455 subdivided lot for which a final occupancy permit has been issued shall take
456 ownership free and clear of said fee payment obligations set forth in this Agreement
457 or other Developer obligations set forth in this Agreement with respect to said
458 subdivided lot.

459 C. Temporary Occupancy Certificates. If weather and seasonable changes prevent the
460 installation of landscaping, service walks, public sidewalks, final driveway
461 surfaces, or final lift of roadway paving and pavement striping when any building
462 or unit is otherwise substantially complete, temporary occupancy certificates for
463 that building or unit shall be granted provided that Developer complies with the
464 bonding and other requirements for temporary certificates of occupancy set forth in
465 the Village Codes. The required landscaping, flatwork and paving shall be installed

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466 at such time as weather permits, but not later than the date(s) specified in the Village
 467 Codes unless agreed upon by both Parties. Any bonding requirement for temporary
 468 occupancy certificated may be satisfied by winter condition cash bond rather than
 469 individual bonds for each unit.

470 D. Foundation Only Permit. Developer may apply for a Foundation Only Permit in
 471 accordance with Village policy and subject to approval by the Village Board.

472 F. Building Permit Fees. The Village agrees to waive building permit fee in the
 473 amount not to exceed two hundred ninety-three thousand dollars (\$293,000.00)
 474 based on a construction cost of thirty-five million dollars (\$35,000,000.00). In the
 475 event the Development's construction cost is lower than thirty-five million dollars
 476 (\$35,000,000.00), the waived permit fees shall be reduced accordingly. The waived
 477 building permit fees shall be applicable for one year subsequent to the execution of
 478 this Development Agreement (the "Permit Fee Waiver Term"). In the event that the
 479 building permit is not issued for the construction of the building per the Preliminary
 480 Site Plan within one year after the execution of this Development Agreement, there
 481 shall be no waiver of the applicable building permit fee (the "Permit Fee Waiver
 482 Deadline". In the event Developer experiences delays due to difficulty obtaining
 483 materials, permitting matters or weather concerns, the Developer may request and
 484 receive a one (1) year extension of the Permit Fee Waiver Deadline, approval of
 485 which shall not be unreasonably withheld by the Village. Developer acknowledges
 486 that it shall be required to pay fire sprinkler, fire alarm, inspection and all other
 487 third-party review fees.

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ARTICLE TEN
RESERVED

ARTICLE ELEVEN
SUCCESSORS AND ASSIGNS

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501 All of the Developer's rights under this Agreement for the Subject Property shall
 502 inure to the benefit of Developer's successors and assigns and upon successor legal or
 503 beneficial owners of all or any of the Subject Property. All of the obligations of Developer
 504 under this Agreement shall be binding upon Developer's successors and assigns and upon
 505 successor legal or beneficial owners of all or any portion of the Subject Property. The
 506 Village agrees that if a third-party purchaser of the Subject Property, or any portion thereof,
 507 assumes Developer's obligations under this Agreement, Developer shall be released from
 508 liability for the performance of such obligations to the extent such third-party purchaser
 509 assumes such obligations. This Development Agreement and all rights and obligations
 510 hereunder may not be assigned without the written consent of the other party. The
 511 foregoing notwithstanding, Developer may assign any and all rights and obligations
 512 hereunder to a parent, subsidiary, affiliate or successor by merger or asset purchase, or
 513 other such business combination of Developer or its affiliates without Village's prior
 514 consent.

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ARTICLE TWELVE

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GENERAL PROVISIONS

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519 A. Force Majeure. Time is of the essence of this Development Agreement; provided,
 520 however, a party shall not be deemed in material breach of this Development
 521 Agreement with respect to any obligations of this Development Agreement on such
 522 party's part to be performed if such party fails to timely perform the same and such
 523 failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal
 524 or illegal), civil disorder, inability to procure materials, weather conditions, wet soil
 525 conditions, failure or interruptions of power, restrictive governmental laws and
 526 regulations, condemnations, riots, insurrections, war, fuel shortages, accidents,
 527 casualties, floods, earthquakes, fires, acts of God, pandemics, epidemics,
 528 quarantine restrictions, freight embargoes, acts caused directly or indirectly by the
 529 other party (or the other party's agents, employees or invitees) or similar causes
 530 beyond the reasonable control of such party (Force Majeure). If one of the
 531 foregoing events shall occur or either party shall claim that such an event shall have

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532 occurred. the party to whom such claim is made shall investigate same and consult
533 with the party making such claim and the party to whom such claim is made shall
534 grant any extension for the performance of the unsatisfied obligation equal to the
535 period of the delay, which period shall commence to run from the time of the
536 commencement of the Force Majeure; provided that the failure of performance was
537 reasonably caused by such Force Majeure.

538 B. All provisions, conditions and regulations set forth in the Agreement and the
539 Documents or plans to which they refer shall by their specificity supersede all
540 Village ordinances, codes, rules and regulations that are in conflict with this
541 Agreement.

542 C. This Agreement shall be effective for a term of ten (10) years from the date of this
543 Agreement.

544 D. This Agreement shall bind and inure to the benefit of the heirs, successors and
545 assigns of Developer and the Village.

546 E. This Agreement, when recorded, constitutes a covenant running with the land and
547 is binding upon and inures to the benefit of the parties, all grantees, successors and
548 assigns.

549 F. Nothing in this Agreement shall prevent the alienation, encumbrance or sale
550 of the Subject Property or any portion of it, and the new owner or owners shall be
551 both benefited and bound by the conditions and restrictions expressed in this
552 Agreement, and to such extent Developer shall be released.

553 G. Within thirty (30) days after its execution, this Agreement shall be recorded at the
554 sole cost and expense of the Party recording same in the office of the Clerk of Cook
555 County, Illinois.

556 H. If any provision of this Agreement is found by a court of law to be in violation
557 of any applicable Local, State or Federal law, ordinance or regulation, and if a
558 court of competent jurisdiction should declare such provision of this Agreement to
559 be illegal, void or unenforceable, then it is the intent of the Parties that the
560 remainder of this Agreement shall be construed as if such illegal, void or
561 unenforceable provision was not contained herein and that the rights and
562 obligations of the Parties hereunder shall continue in full force and effect.

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- 563 I. The Corporate Authorities for the Village warrant that they have the authority to
564 enter into this Agreement. Developer warrants that the execution of this Agreement
565 has been duly and validly authorized and that the obligations imposed upon
566 Developer herein shall be valid and binding obligations of Developer.
- 567 J. The captions of paragraphs are intended only for the convenience of the parties and
568 are not to be construed as part of this Agreement or as a limitation of the scope of
569 the particular sections to which they refer.
- 570 K. Within twenty (20) days after the request by Developer, or its successors or
571 assigns, the Village shall deliver to Developer a letter stating that this Agreement
572 is in full force and effect and that there are no outstanding known violations of the
573 provisions of this Agreement or identifying each known violation and the steps
574 necessary to cure it. The delivery of any such letter does not by law constitute an
575 estoppel against the Village and it may proceed to enforce any violation of any of
576 its Codes or Ordinances or any of the terms and conditions of this Agreement which
577 may in fact have been violated.
- 578 L. This Agreement may be executed in any number of counterparts and duplicate
579 originals, each of which shall be deemed an original but all of which shall constitute
580 one and the same instrument.
- 581 M. Failure of any Party to this Agreement to insist upon the strict and prompt
582 performance of the terms, covenants, agreements and conditions herein contained,
583 or any of them, upon any other party imposed, shall not, conditions herein
584 contained, or any of them, upon any other party imposed, shall not, constitute or be
585 construed as a waive to relinquishment of any Parties' right thereafter, to enforce
586 such term, covenant, agreement or condition, but the same shall continue in full
587 force and effect.
- 588 N. Except as specifically provided herein above, Developer and successors and/or
589 assigns, agree during the term of this Agreement to not initiate any action to
590 disconnect said property from the Village of Tinley Park.
- 591 O. The Village agrees to waive certain amounts of permit, utility (water/sewer
592 connection) tap-on and recapture fees ordinarily assessed and charged as they arise.

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593 Failure of the Developer to comply substantively with the material terms herein this
594 agreement shall be pursuant to Article Twelve and Thirteen of this Agreement.

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ARTICLE THIRTEEN PROCEDURE FOR DECLARING DEFAULTS

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- A. In the event any Party defaults in its performance of its obligations set forth in this Agreement, then the non-defaulting Parties shall, upon notice to the defaulting party, allow the defaulting party thirty (30) days to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the above, in the event of an emergency life, health or safety situation, the Village shall have the right, but not the obligation, to enter onto the Subject Property and cure the default without giving Developer prior notice or an opportunity to cure.
- B. Any default in the performance of any obligation of Developer under the approved Agreement shall constitute a default under this Agreement, provided that Developer receives such notice and opportunity to cure as provided in Article 13(A) of this Agreement.

ARTICLE FOURTEEN REMEDIES

Upon breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity (and if in equity, without the showing of the inadequacy of legal remedies or of the possibility of irreparable harm to the plaintiff) may seek to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages, not including attorneys' fees for the failure of performance. Each Party shall pay their respective attorneys' fees. Before any failure of any Party to this Agreement to perform its obligations hereunder shall be deemed to be in breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if satisfactory performance has commenced within forty-five (45) days of receipt of such notices.

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ARTICLE FIFTEEN

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NOTICES

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630 All notices required to be served herein shall be served on the parties at the
 631 addresses set forth below (or at such other addresses as the parties may from time to time
 632 designate in writing), personally or by certified mail, return receipt requested:

633

634 If to Village: Village of Tinley Park
 635 16250 S. Oak Park Avenue
 636 Tinley Park, IL 60447
 637 Attn: Village Clerk

638

639 With Copy To: Kevin Kearney
 640 Peterson Johnson & Murray, Chicago LLC
 641 200 West Adams Street, Suite 2125
 642 Chicago, IL 60606
 643 kkearney@pjmchicago.com

644

645 If to Developer: President and Chief Executive Officer
 646 Loyola University Health System
 647 2160 South First Avenue
 648 Maywood, Illinois 60153

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651 With Copy To: General Counsel
 652 Loyola University Health System
 653 2160 South First Avenue
 654 Maywood, Illinois 60153

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Loyola University Health System
2160 South First Avenue
Maywood, Illinois 60153

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Tinley Park, an Illinois municipal corporation

By: Michael W. Blay
Village Mayor

Attest:

[Signature]

Village Clerk

Attest:

Loyola University Health System, An Illinois Nonprofit Company
By: Shawn P. Vincent, President and CEO

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PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 19 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST ALONG THE LAST DESCRIBED LINE 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 15 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 21 SECONDS WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NO. 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART OF PARCEL 2 TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, PURSUANT TO FINAL JUDGMENT ORDER ENTERED SEPTEMBER 12, 2002 IN CASE NO. 00 L 050372 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 77.206 METERS (253.30 FEET), ALONG THE EAST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING AND TO THE EASTERLY RIGHT-OF-WAY LINE OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METERS (546.21 FEET), ALONG THE SAID EASTERLY LINE OF FAI-880; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80, TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-

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OF-WAY CORNER IPLS 2017"; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET), TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET), TO A POINT ON THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET), ALONG THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF DEDICATION DATED JULY 7, 2000 AND RECORDED JULY 24, 2000 AS DOCUMENT NO. 00555222 FROM REPUBLIC BANK OF CHICAGO KNOWN AS TRUST NUMBER 3018 TO THE VILLAGE OF TINLEY PARK FOR THE PURPOSE OF PUBLIC ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 80 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE NORTH 590.86 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 80 FEET OF THE SOUTH 331.52 FEET OF THE NORTH 942.37 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE), ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST 76.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017"; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

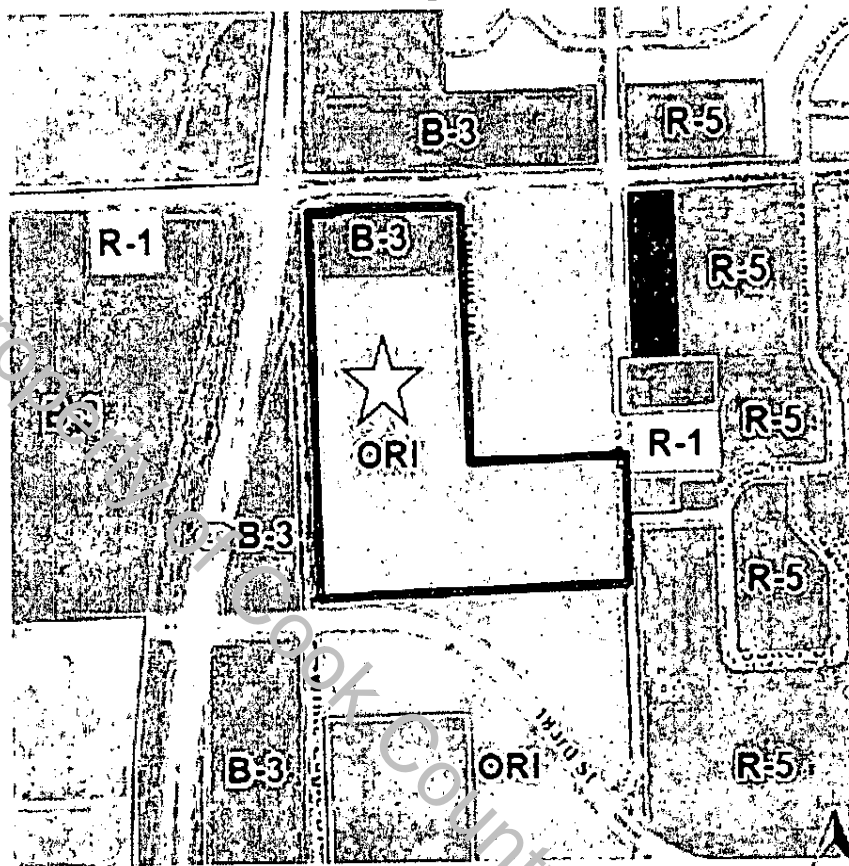
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Exhibit B

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Location Plan Overlay of Tinley Park Zoning Map



Zoning Map

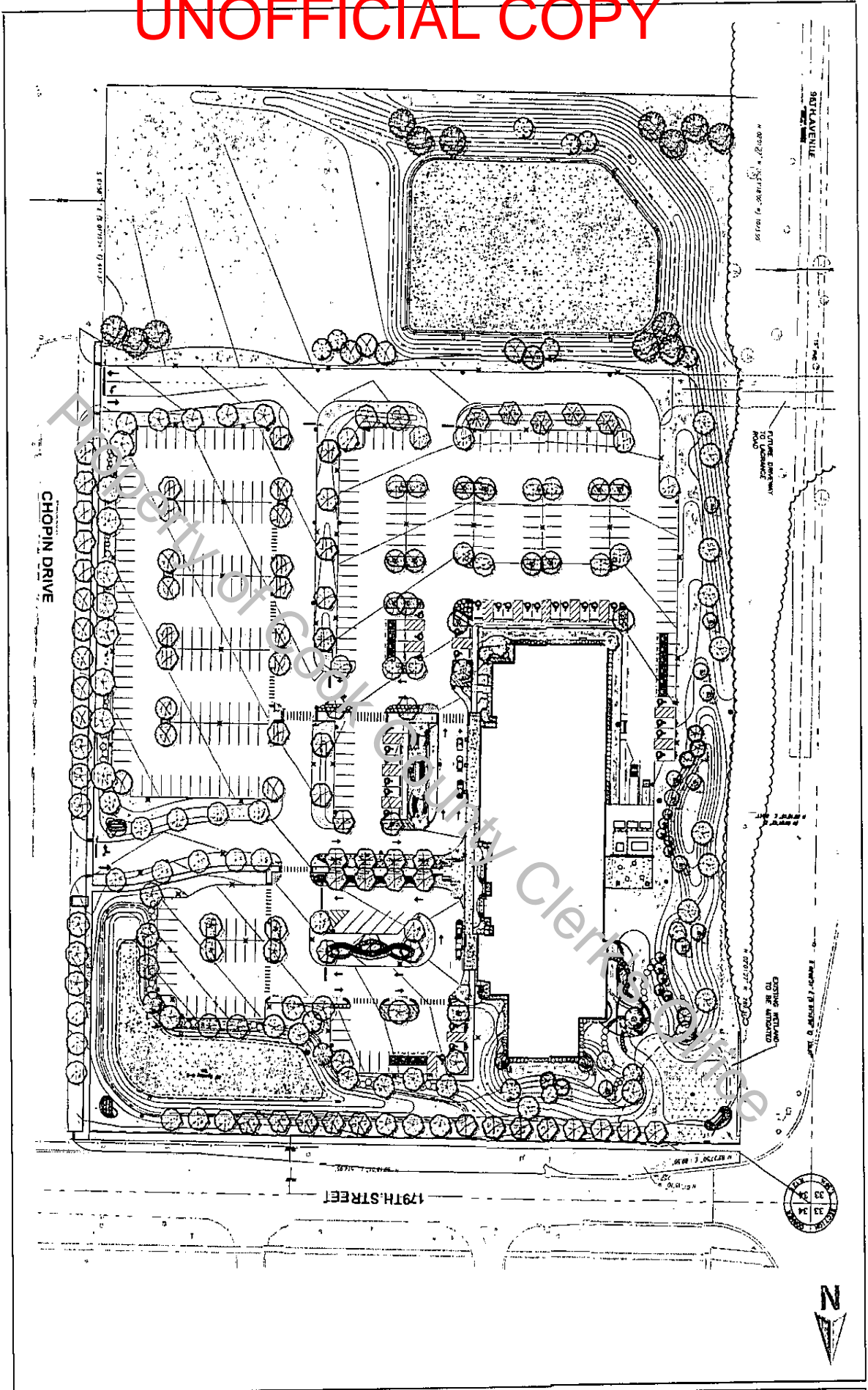
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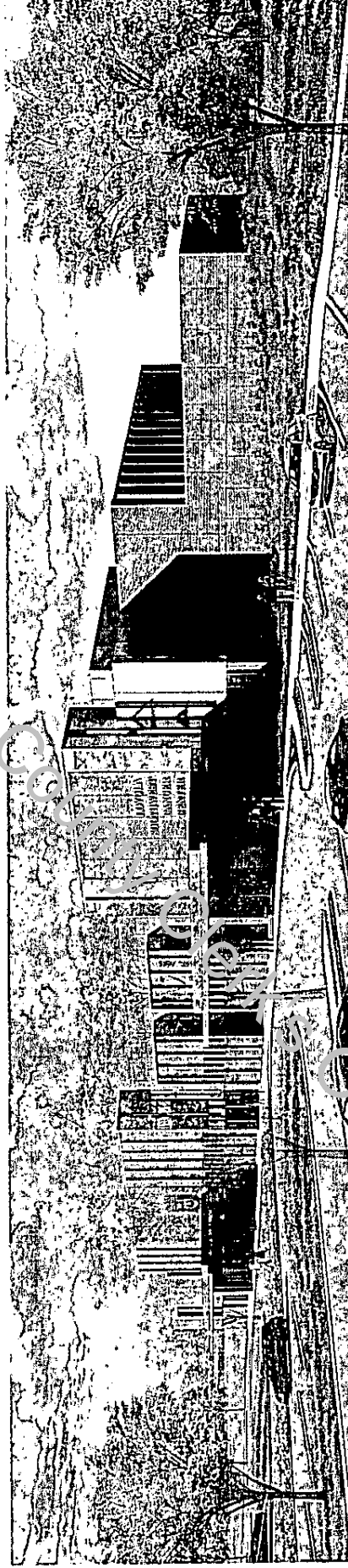
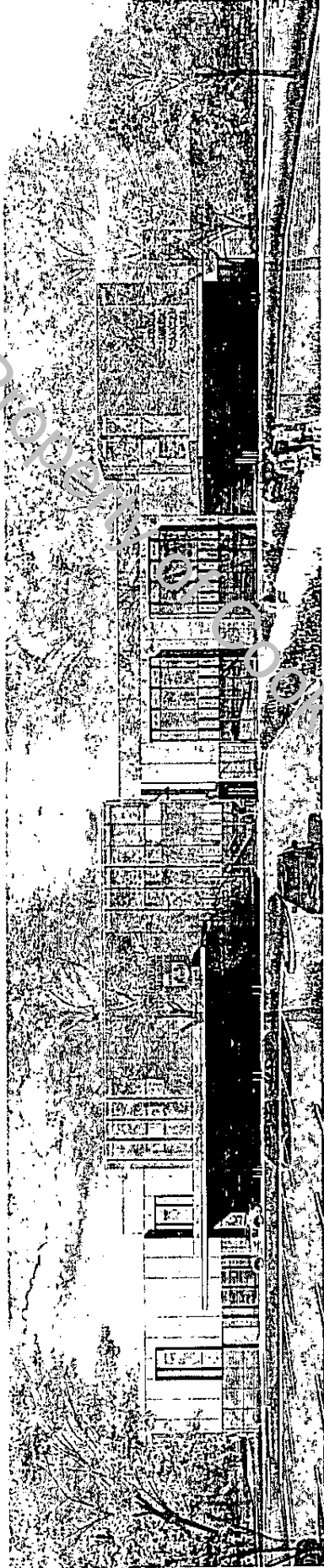
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<p>Sheet No. D</p>	<p>EXHIBIT D</p>	<p>EXHIBIT D</p>	 <p>ERIKSSON ENGINEERING ASSOCIATES, LTD. 145 EGLINTON AVE. W., SUITE 4 TORONTO, ONT. M5P 1B7 PROFESSIONAL DESIGN FIRM INCORPORATED IN CANADA REGISTERED PROFESSIONAL ENGINEERS REGISTERED PROFESSIONAL ARCHITECTS REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS</p>
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FACADE COMPOSITION
20 SEPTEMBER 2021



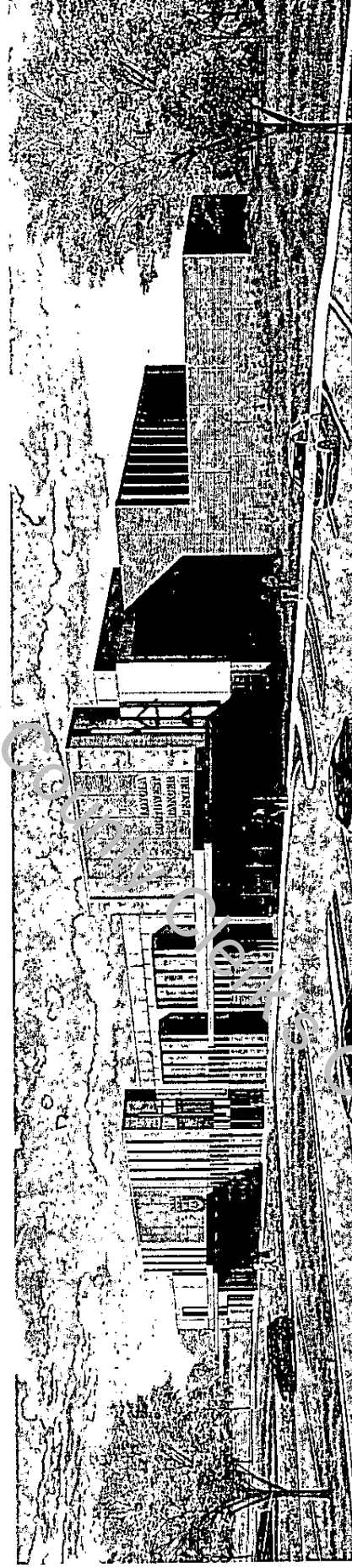
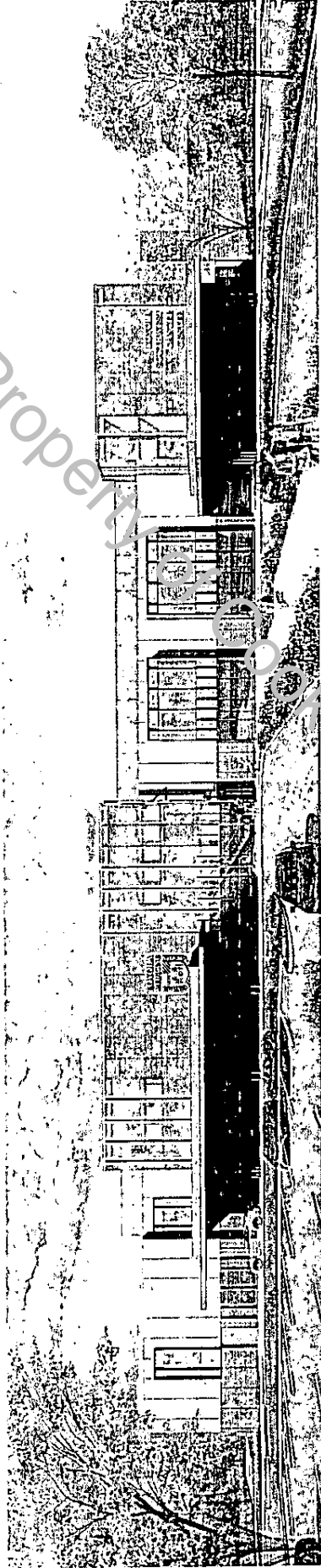
LOYOLA CENTER FOR HEALTH . VILLAGE OF TINLEY PARK

EAST & NORTH FACADES

IN CONTEXT

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FACADE COMPOSITION
20 SEPTEMBER 2021

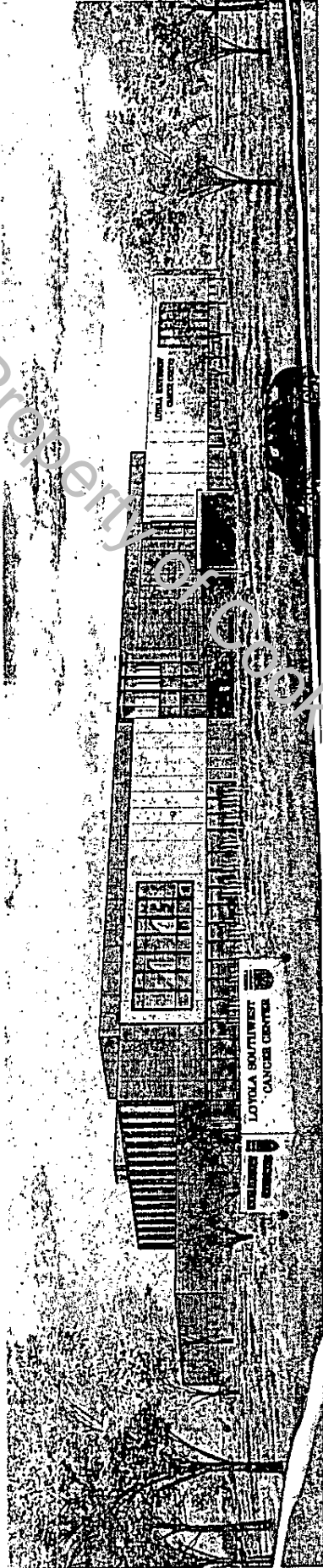


LOYOLA CENTER FOR HEALTH, VILLAGE OF TINLEY PARK

EAST & NORTH FACADES

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FACADE COMPOSITION
30 SEPTEMBER 2021



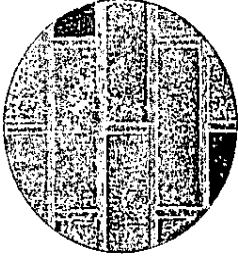
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WEST & SOUTH FACADES

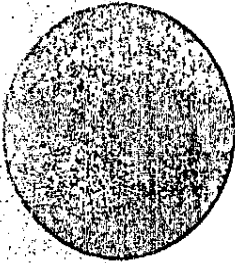
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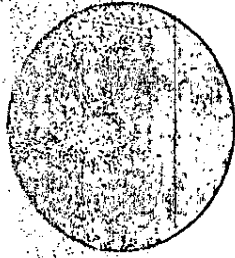
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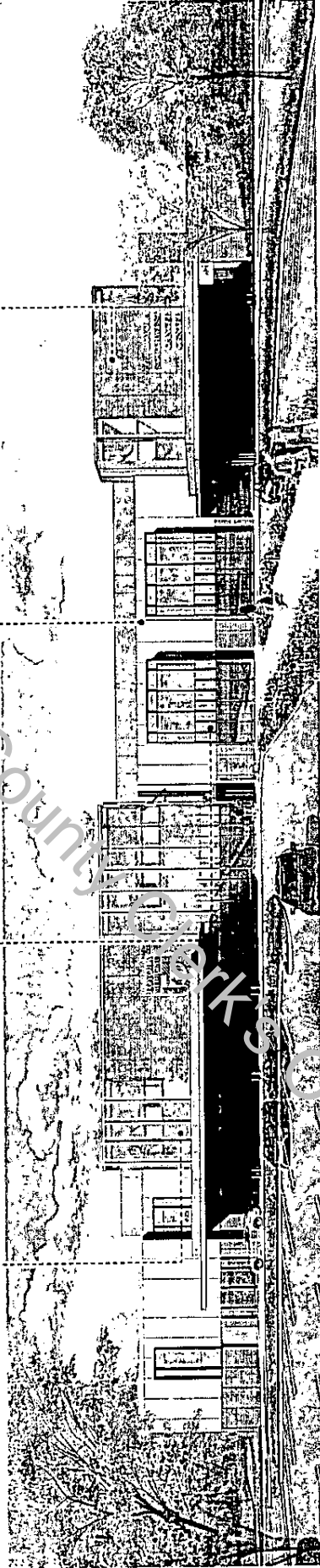
PC-01 - PRECAST
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MP-01 - METAL PANEL
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GL-01 - GLASS
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LOYOLA CENTER FOR HEALTH, VILLAGE OF TINLEY PARK

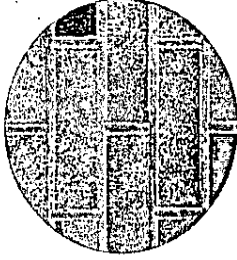
EAST ELEVATION

Property of Cook County Parks & Recreation Office

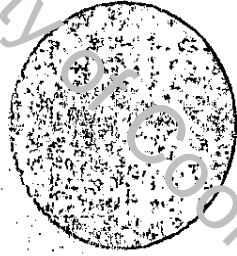
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FACADE COMPOSITION
30 SEPTEMBER 2021

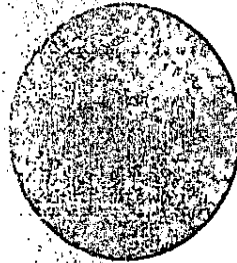
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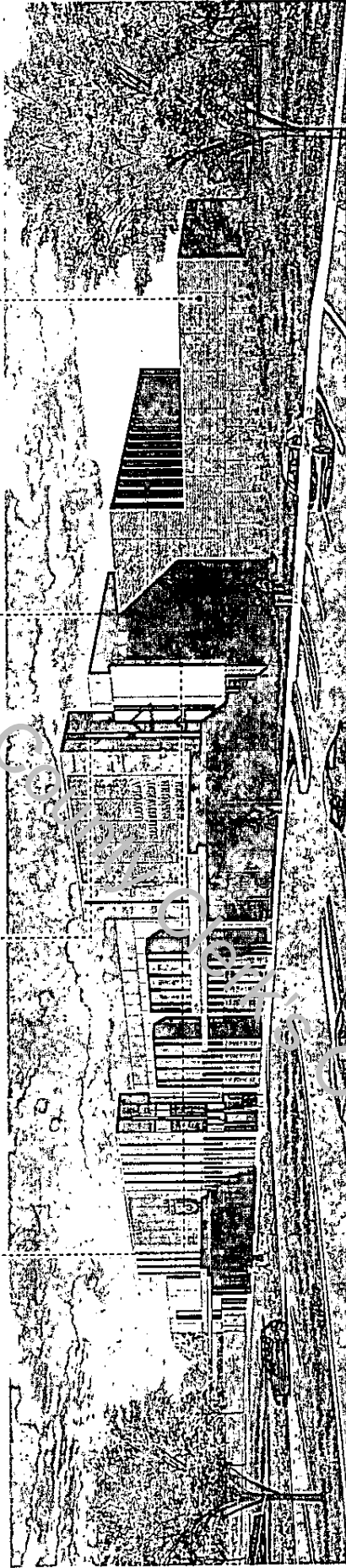
GL-01 - GLASS
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MIL-01 - METAL PANEL
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PC-01 - PRECAST
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LOYOLA CENTER FOR HEALTH VILLAGE OF TINLEY PARK

NORTH ELEVATION

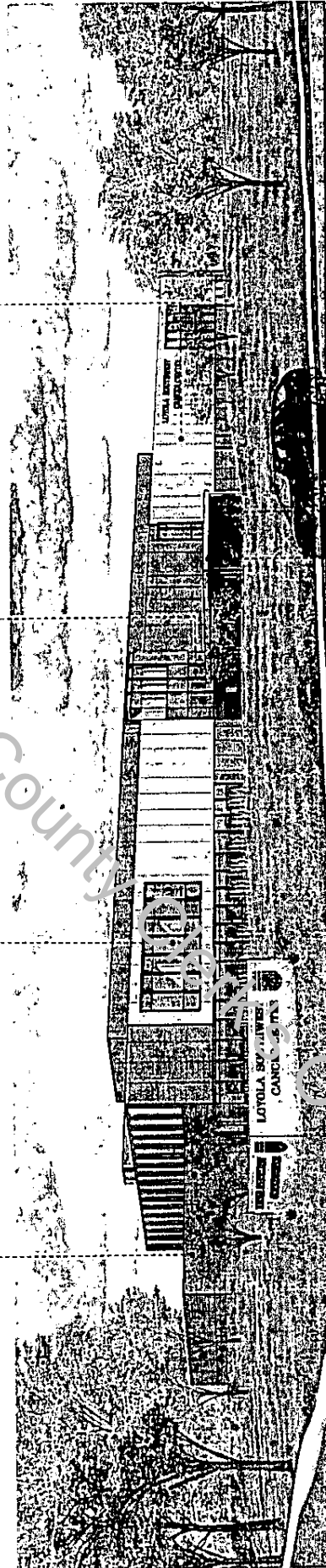
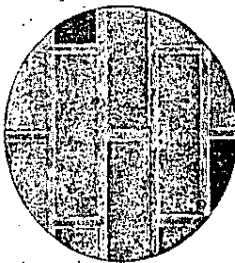
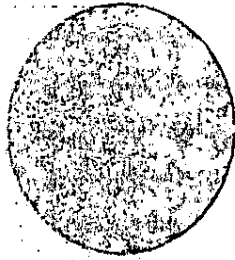
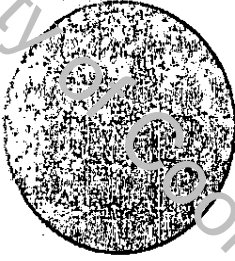
UNOFFICIAL COPY

FACADE COMPOSITION
20 SEPTEMBER 2021

MIL-01 - METAL PANEL 13%
PC-01 - PRECAST 34%

GI-01 - GLASS 17%

BK-01 - BRICK 36%



STAFF RESPITE CANOPY CLAD WOOD
SERVICE AREA SCREEN WALL
PC-01

WEST ELEVATION

LOYOLA CENTER FOR HEALTH, VILLAGE OF TINLEY PARK

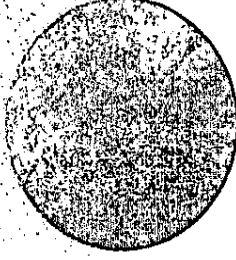


Property of Cook County
City of Tinley Park
Office

UNOFFICIAL COPY

FACADE COMPOSITION
30 SEPTEMBER 2021

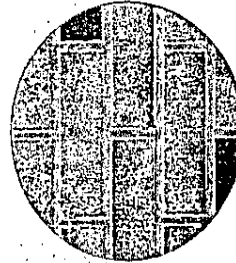
MTL-01 - METAL PANEL
8%



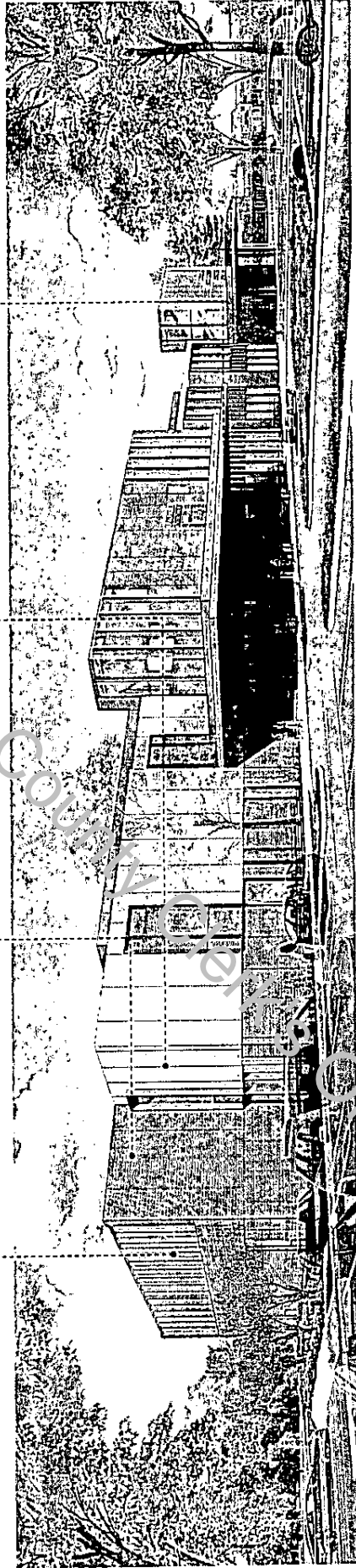
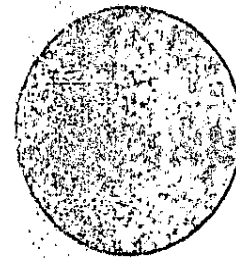
PC-01 - PRECAST
9%



BK-01 - BRICK
37%



GL-01 - GLASS
48%



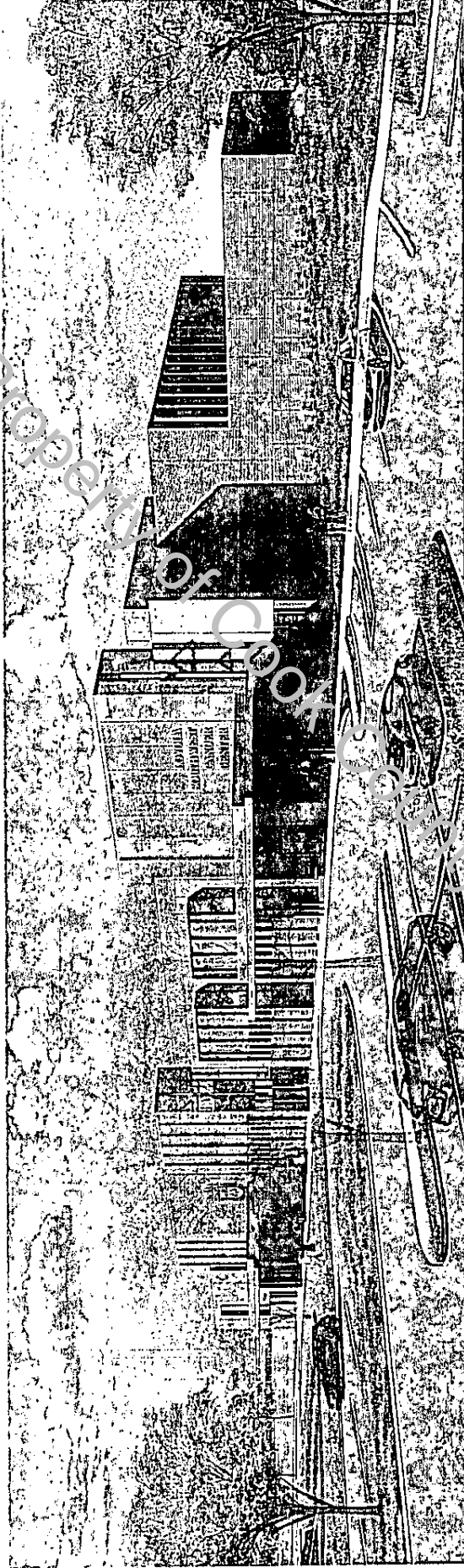
LOYOLA CENTER FOR HEALTH VILLAGE OF TINLEY PARK

SOUTH ELEVATION

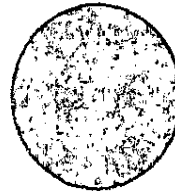
Property of Cook County Health & Hospital System
Office

UNOFFICIAL COPY

FACADE COMPOSITION
30 SEPTEMBER 2022



GL-01 - GLASS
30%



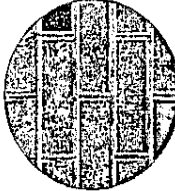
MTL-01 - METAL PANEL
25%



PC-01 - PRECAST
18%



BK-01 - BRICK
40%



TOTAL MATERIAL COMPOSITION

LOYOLA CENTER FOR HEALTH, VILLAGE OF TINLEY PARK



LOYOLA UNIVERSITY HEALTH SYSTEM LOYOLA SOUTHWEST AMBULATORY CARE CENTER

179TH STREET AND LAGRANGE ROAD TINLEY PARK, IL

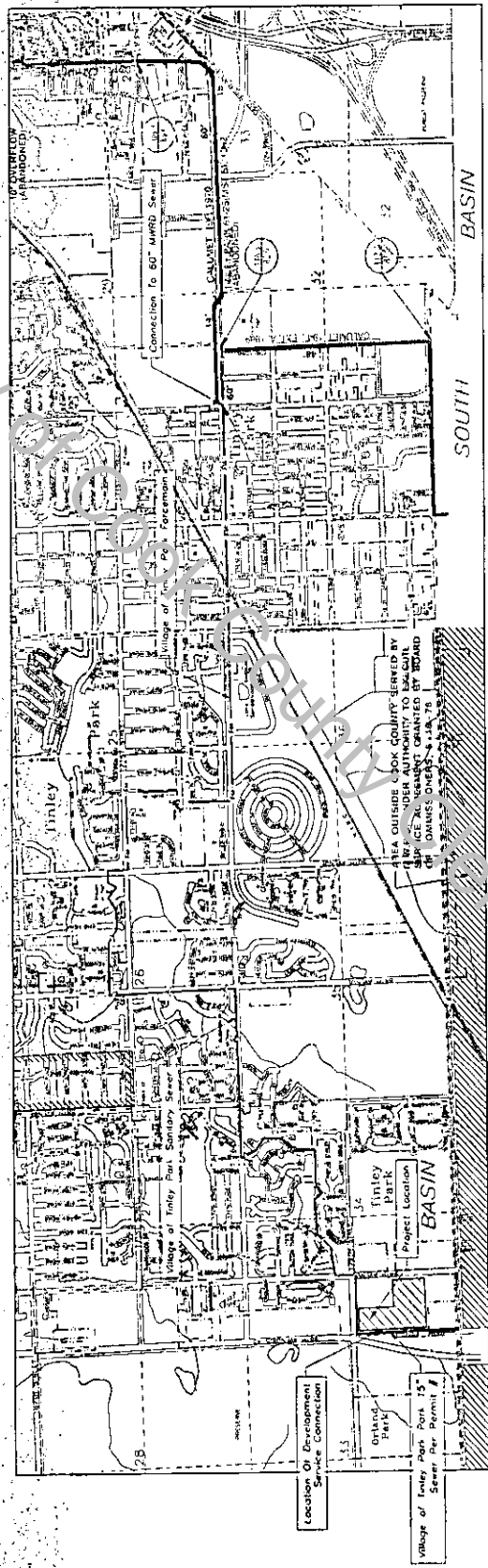


LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER
179TH STREET AND
LAGRANGE ROAD
TINLEY PARK, IL 60487

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LOYOLA UNIVERSITY
HEALTH SYSTEM
215 SOUTH WABASH
CHICAGO, IL 60604
TEL: 312.762.1000 FAX: 312.762.6778

UHC Corporation
1000 North Dearborn Street
Chicago, IL 60610
TEL: 312.762.1000 FAX: 312.762.6778



SITE LOCATION MAP
(IN T.B.)

INDEX OF SHEETS

- C000 COVER SHEET
- C001 SITE NOTES AND LEGENDS
- C002 PHASING PLAN AND SITE VICINITY MAP
- C003 LIMITED EARTHWORK AND FOUNDATION PLAN
- C100 EXISTING CONDITIONS AND DEMOLITION PLAN
- C200 EXISTING UTILITIES AND DEMOLITION PLAN
- C201 SITE GEOMETRY PLAN
- C300 SITE UTILITY PLAN
- C301 SITE UTILITY PLAN
- C400 SITE GRADING AND PAVING PLAN
- C401 SITE GRADING AND PAVING PLAN
- C500 SITE SOIL EROSION AND SEDIMENT CONTROL PLAN
- C501 SITE SOIL EROSION AND SEDIMENT CONTROL PLAN
- C600 DETAILS
- C601 DETAILS
- C602 DETAILS
- C603 DETAILS
- C604 DETAILS
- C605 DETAILS
- C606 DETAILS

SURVEY PROVIDED BY:
Surveyed by: [Name]
Date: [Date]

PROJECT BENCHMARKS
BM 1: [Description]
BM 2: [Description]

J.J.L.I.E.
Professional Engineer

Scale: 1" = 100'
Date: [Date]



LOYOLA SCOUTSWEST
AMBULATORY CARE
1000 S. MARY ST.
ST. LOUIS, MO 63103

LOYOLA UNIVERSITY
HEALTH SYSTEM
1000 S. MARY ST.
ST. LOUIS, MO 63103

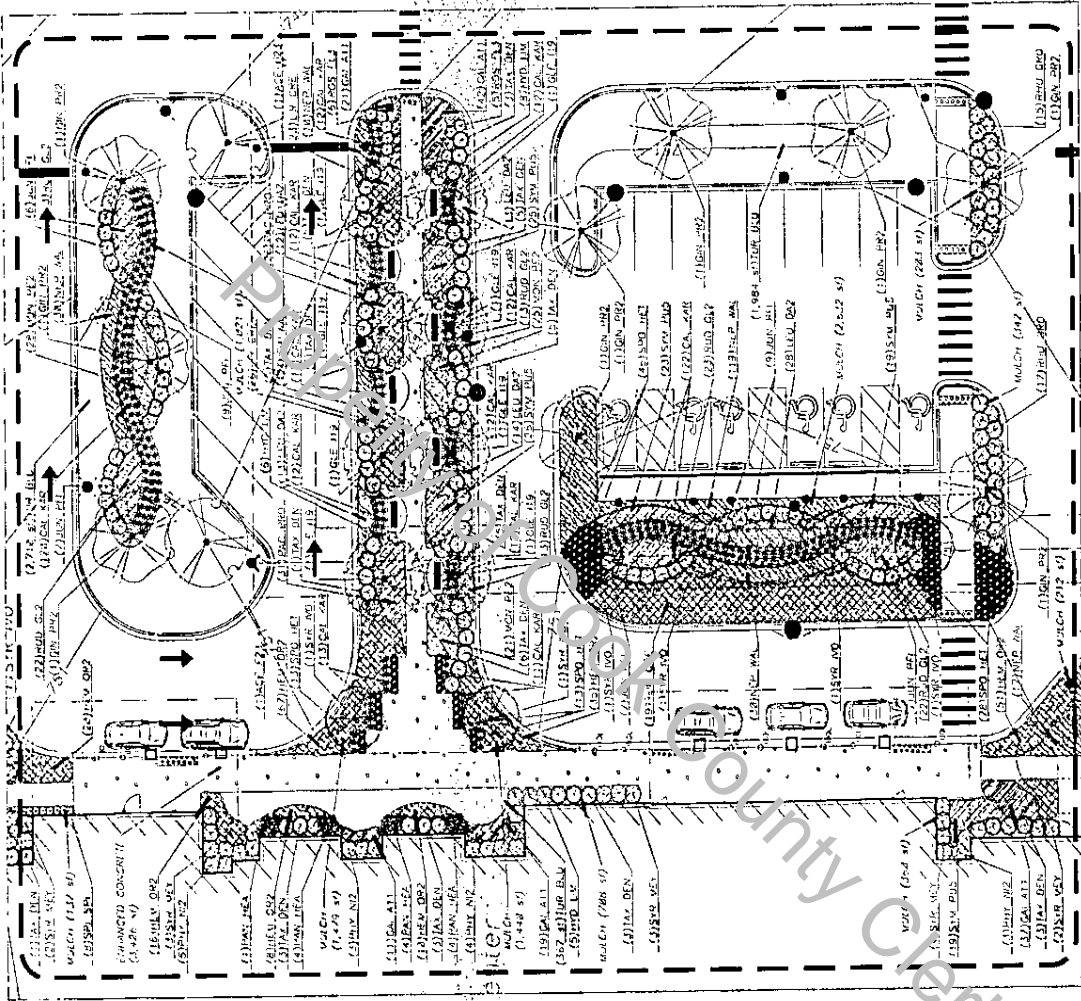


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4	REVISED	01/15/19
5	REVISED	02/15/19
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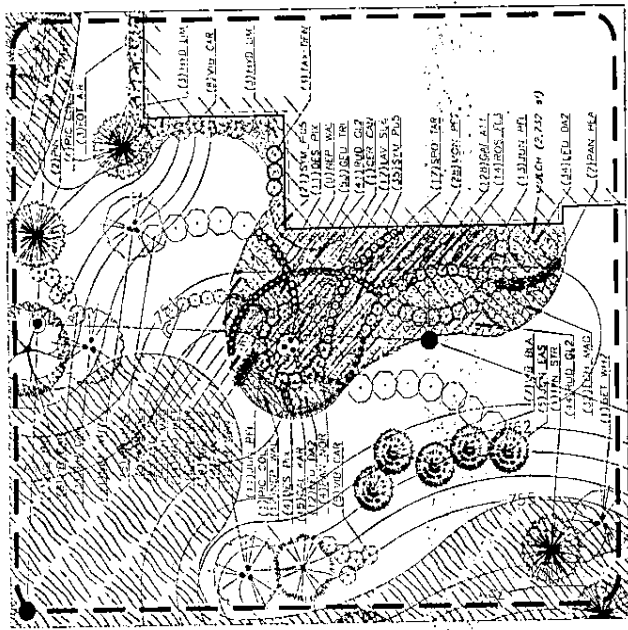
L200



DETAILED LANDSCAPE PLAN - BUILDING ENTRY AREA

PLANT SCHEDULE - (Building Entry Area Only)

PLANT	QUANTITY	REMARKS
10000 BIRCH (10000)	10000	10000 BIRCH (10000)
5000 PINE (5000)	5000	5000 PINE (5000)
20000 GRASS (20000)	20000	20000 GRASS (20000)
10000 SPREADER (10000)	10000	10000 SPREADER (10000)
50000 MULCH (50000)	50000	50000 MULCH (50000)
100000 SAND (100000)	100000	100000 SAND (100000)
100000 GRAVEL (100000)	100000	100000 GRAVEL (100000)
100000 ASPHALT (100000)	100000	100000 ASPHALT (100000)
100000 CONCRETE (100000)	100000	100000 CONCRETE (100000)
100000 BRICK (100000)	100000	100000 BRICK (100000)
100000 TILE (100000)	100000	100000 TILE (100000)
100000 PAINT (100000)	100000	100000 PAINT (100000)
100000 GLASS (100000)	100000	100000 GLASS (100000)
100000 METAL (100000)	100000	100000 METAL (100000)
100000 WOOD (100000)	100000	100000 WOOD (100000)
100000 PLASTER (100000)	100000	100000 PLASTER (100000)
100000 STUCCO (100000)	100000	100000 STUCCO (100000)
100000 GYPSUM (100000)	100000	100000 GYPSUM (100000)
100000 CEMENT (100000)	100000	100000 CEMENT (100000)
100000 AGGREGATE (100000)	100000	100000 AGGREGATE (100000)
100000 FILL (100000)	100000	100000 FILL (100000)
100000 EROSION CONTROL (100000)	100000	100000 EROSION CONTROL (100000)
100000 LIGHTING (100000)	100000	100000 LIGHTING (100000)
100000 SIGNAGE (100000)	100000	100000 SIGNAGE (100000)
100000 FURNITURE (100000)	100000	100000 FURNITURE (100000)
100000 UTILITIES (100000)	100000	100000 UTILITIES (100000)

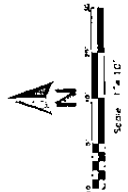


DETAILED LANDSCAPE PLAN - (INFUSION GARDEN AREA)

PLANT SCHEDULE - (Infusion Garden Area Only)

PLANT	QUANTITY	REMARKS
10000 BIRCH (10000)	10000	10000 BIRCH (10000)
5000 PINE (5000)	5000	5000 PINE (5000)
20000 GRASS (20000)	20000	20000 GRASS (20000)
10000 SPREADER (10000)	10000	10000 SPREADER (10000)
50000 MULCH (50000)	50000	50000 MULCH (50000)
100000 SAND (100000)	100000	100000 SAND (100000)
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100000 SIGNAGE (100000)	100000	100000 SIGNAGE (100000)
100000 FURNITURE (100000)	100000	100000 FURNITURE (100000)
100000 UTILITIES (100000)	100000	100000 UTILITIES (100000)

SITE MATERIALS SCHEDULE - (Infusion Garden Area Only)





LOYOLA SOUTHWEST AMBULATORY CARE CENTER

LOYOLA UNIVERSITY HEALTH SYSTEM



2225 S. MICHIGAN AVE. CHICAGO, IL 60605

PH: 312.976.1000 FAX: 312.976.1001

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Project:
LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER

1790 South
Loyola Park Blvd.
Chicago, IL 60643

Prepared for:
LOYOLA UNIVERSITY
HEALTH SYSTEM

2760 South
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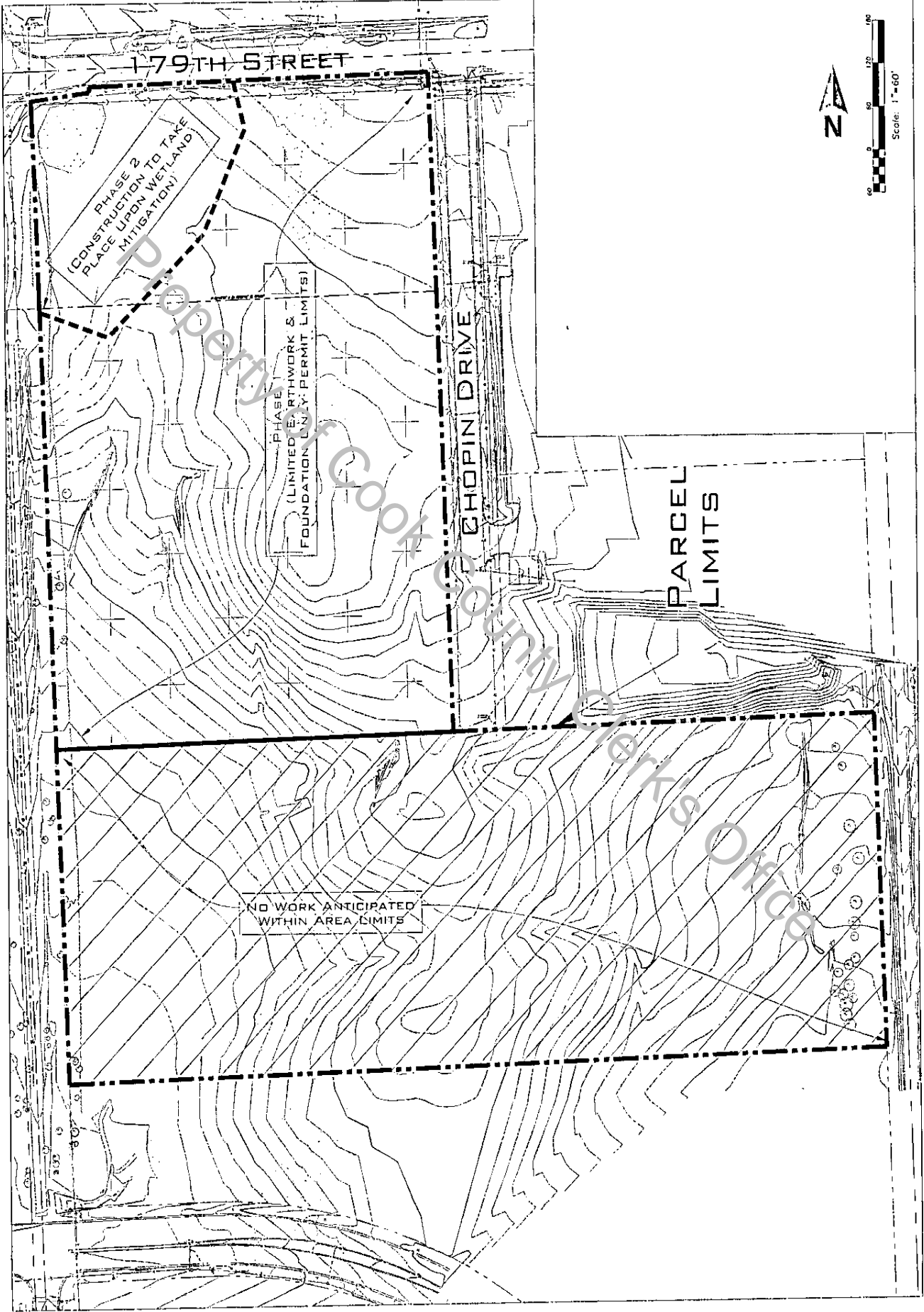
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Professional Engineer
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Illinois State Board of Examiners
for Professional Engineers
100 North Dearborn Street
Chicago, IL 60610

C002





Project: LOYOLA SOUTHWEST AMBULATORY CARE CENTER

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Prepared by: LOYOLA UNIVERSITY HEALTH SYSTEM



Professional Engineer: ROBERT J. G. WALKER, No. 001-00000000

Professional Engineer: ROBERT J. G. WALKER, No. 001-00000000



Professional Engineer: ROBERT J. G. WALKER, No. 001-00000000

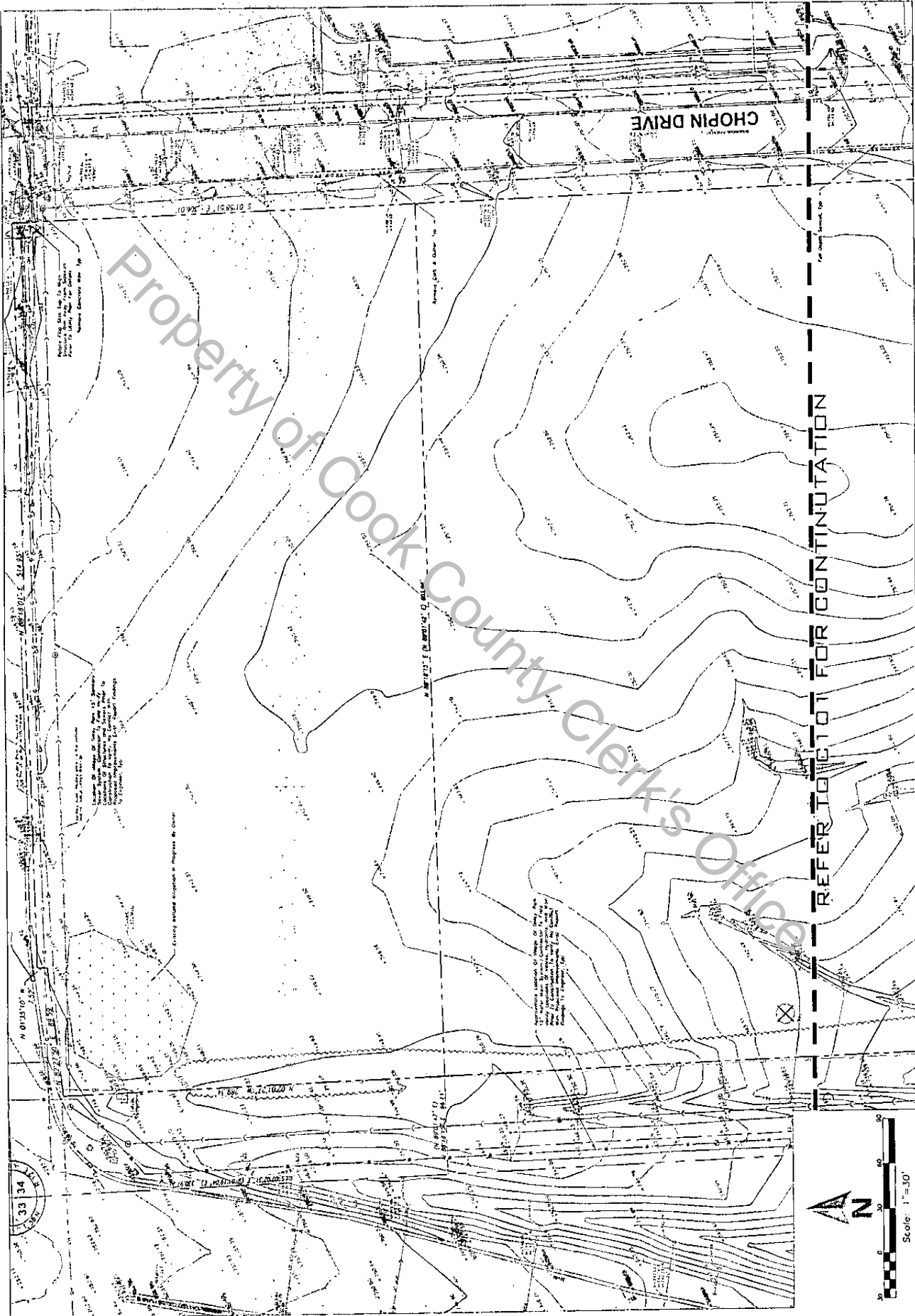
Professional Engineer: ROBERT J. G. WALKER, No. 001-00000000

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Professional Engineer: ROBERT J. G. WALKER, No. 001-00000000

Professional Engineer: ROBERT J. G. WALKER, No. 001-00000000



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REFER TO LOT FOR CONTINUATION



LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER

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Presented by
LOYOLA UNIVERSITY
HEALTH SYSTEM

700 South Dearborn Street, Suite 100
Chicago, IL 60605



HELENE COVALLI, ARCHITECT
313 South Western Avenue, 11th Floor
Chicago, IL 60605

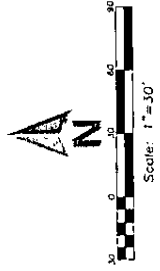
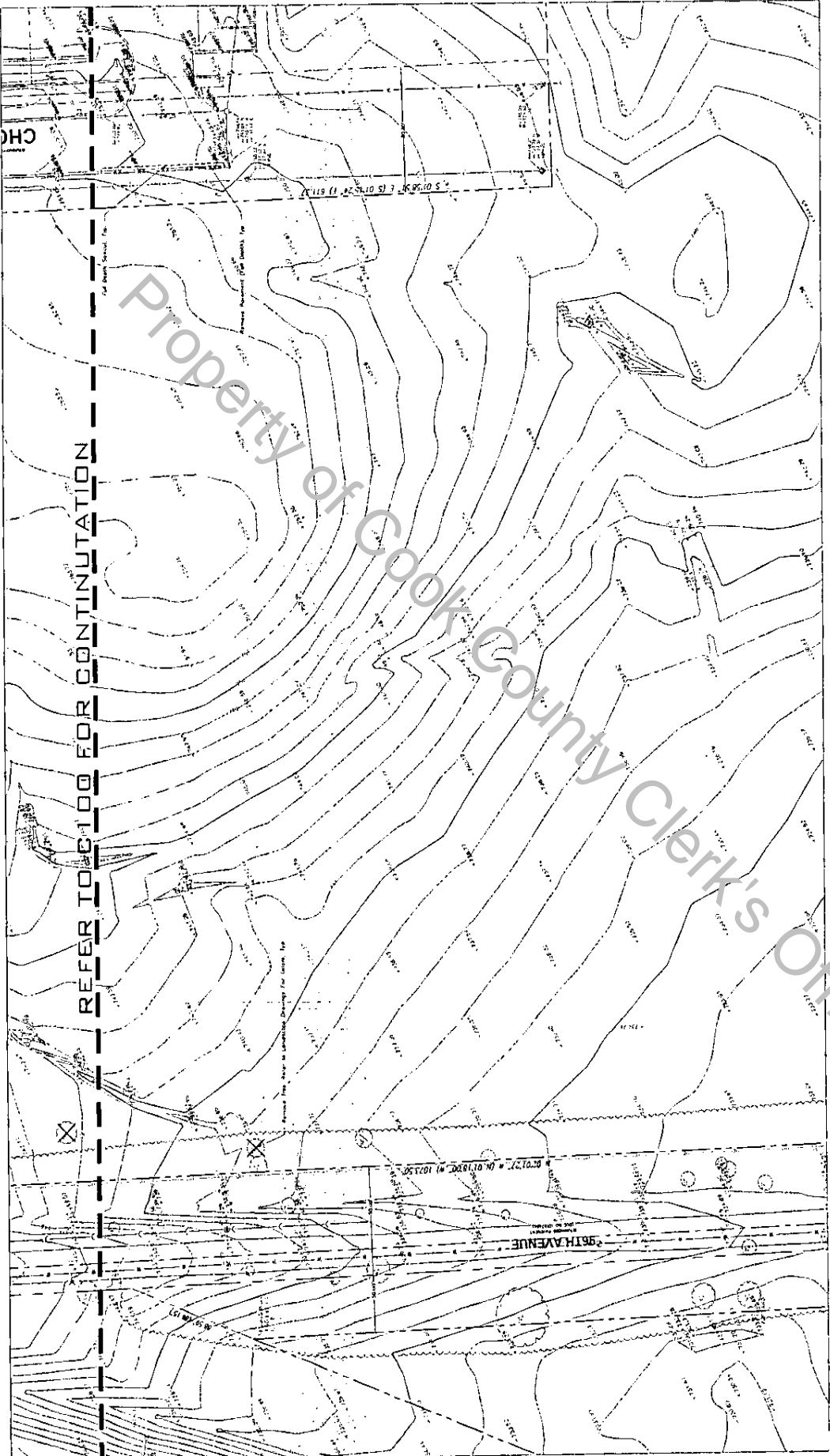
PLG Corporation
1000 North Dearborn Street, Suite 100
Chicago, IL 60610

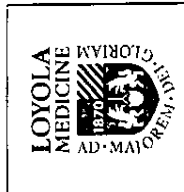


DATE	2/11/2013
BY	PLG
CHECKED BY	PLG
DATE	2/11/2013
PROJECT	LOYOLA SOUTHWEST AMBULATORY CARE CENTER
DESCRIPTION	EXISTING CONDITIONS AND DEMOLITION PLAN

EXISTING CONDITIONS
AND DEMOLITION PLAN

C101





Project: LOYOLA SOUTHWEST AMBULATORY CARE CENTER

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Prepared for: LOYOLA UNIVERSITY HEALTH SYSTEM



100% PLAN

Professional Engineer License No. 000000000



Professional Engineer License No. 000000000

Professional Engineer License No. 000000000

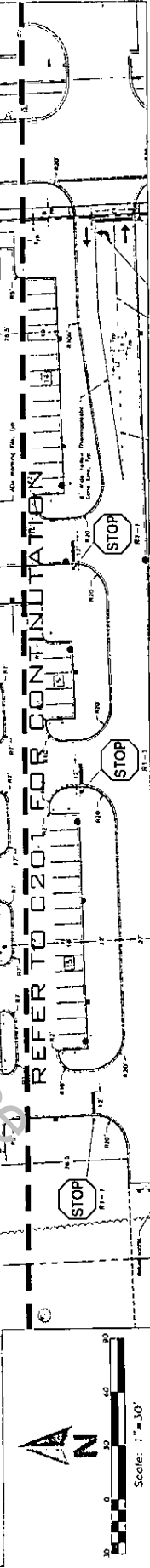
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Professional Engineer License No. 000000000

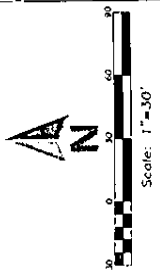
Professional Engineer License No. 000000000

Professional Engineer License No. 000000000

Professional Engineer License No. 000000000



REFER TO C201 FOR CONTINUATION



C200



1000
LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER
1000 S. WASHINGTON ST.
CHICAGO, IL 60607

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Presented by
LOYOLA UNIVERSITY
HEALTH SYSTEM
2100 S. WASHINGTON ST.
CHICAGO, IL 60607



333 South Wabasha Street
Chicago, IL 60604 USA
Tel: +1 312 792 1000
Fax: +1 312 792 8724

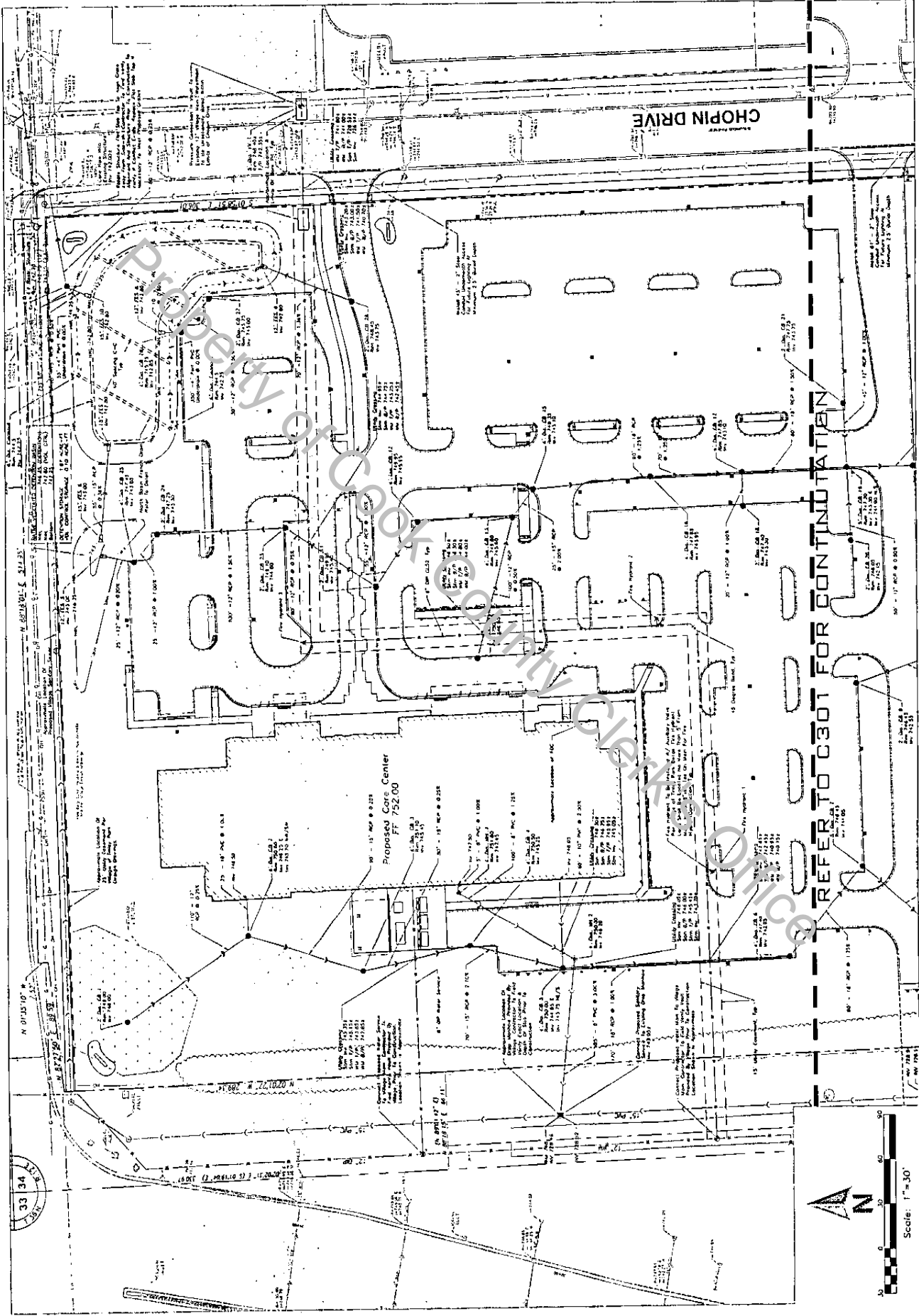
197 C Corporation
Loyola University Health System
1000 S. WASHINGTON ST.
CHICAGO, IL 60607
E: 312.792.1000
W: www.loyola.edu



Table with 2 columns: Description, Quantity, Unit, Price. Includes items like 'CONCRETE', 'STEEL', 'MECHANICAL', 'ELECTRICAL'.

11/19/2023
SITE UTILITY PLAN

C300





Project: LOYOLA SOUTHWEST AMBULATORY CARE CENTER

Prepared For: LOYOLA UNIVERSITY HEALTH SYSTEM, 780 South St. Paul, Skid, Westwood 1, IL 60605



Paul S. Conroy, Mechanical Engineer, License No. 1245, State of Illinois, Mechanical Engineering

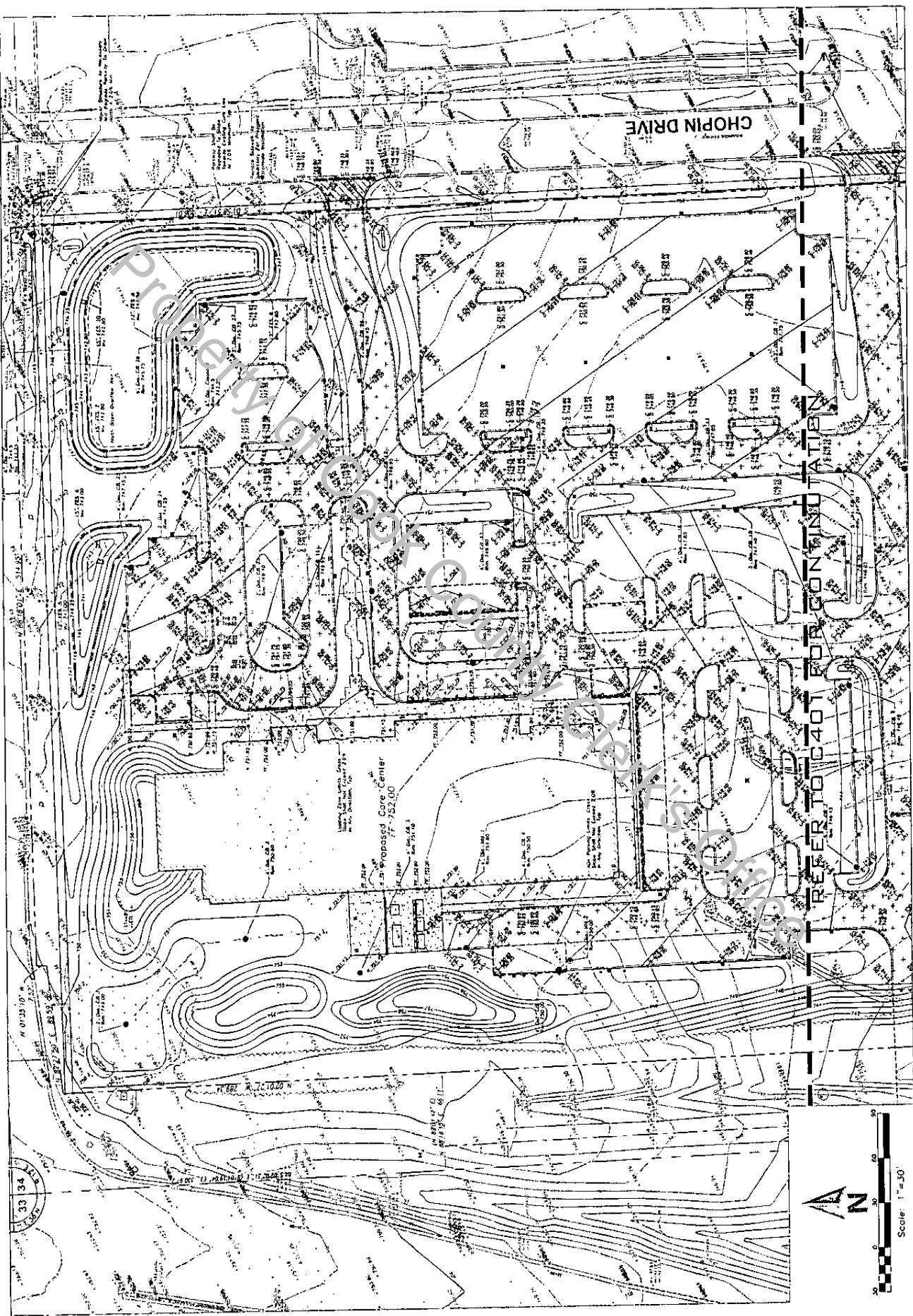
Professional Engineer, License No. 1245, State of Illinois, Mechanical Engineering



Table with 7 columns: No., Description, Date, and other fields. The table contains several rows of technical data.

Site Grading and Paving Plan, Scale: 1" = 30', Date: 11/20/09

C400



Scale: 1" = 30'



LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER
18th & L Street
Chicago, IL 60607

Managed by
LOYOLA UNIVERSITY
HEALTH SYSTEM
715 South Dearborn Avenue, Maywood, IL 60153



2135419034
18th & L Street
Chicago, IL 60607
Tel: 312.792.7000
Fax: 312.792.7077

US Corporation
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

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Chicago, IL 60607

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Chicago, IL 60607

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Chicago, IL 60607

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Chicago, IL 60607

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Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

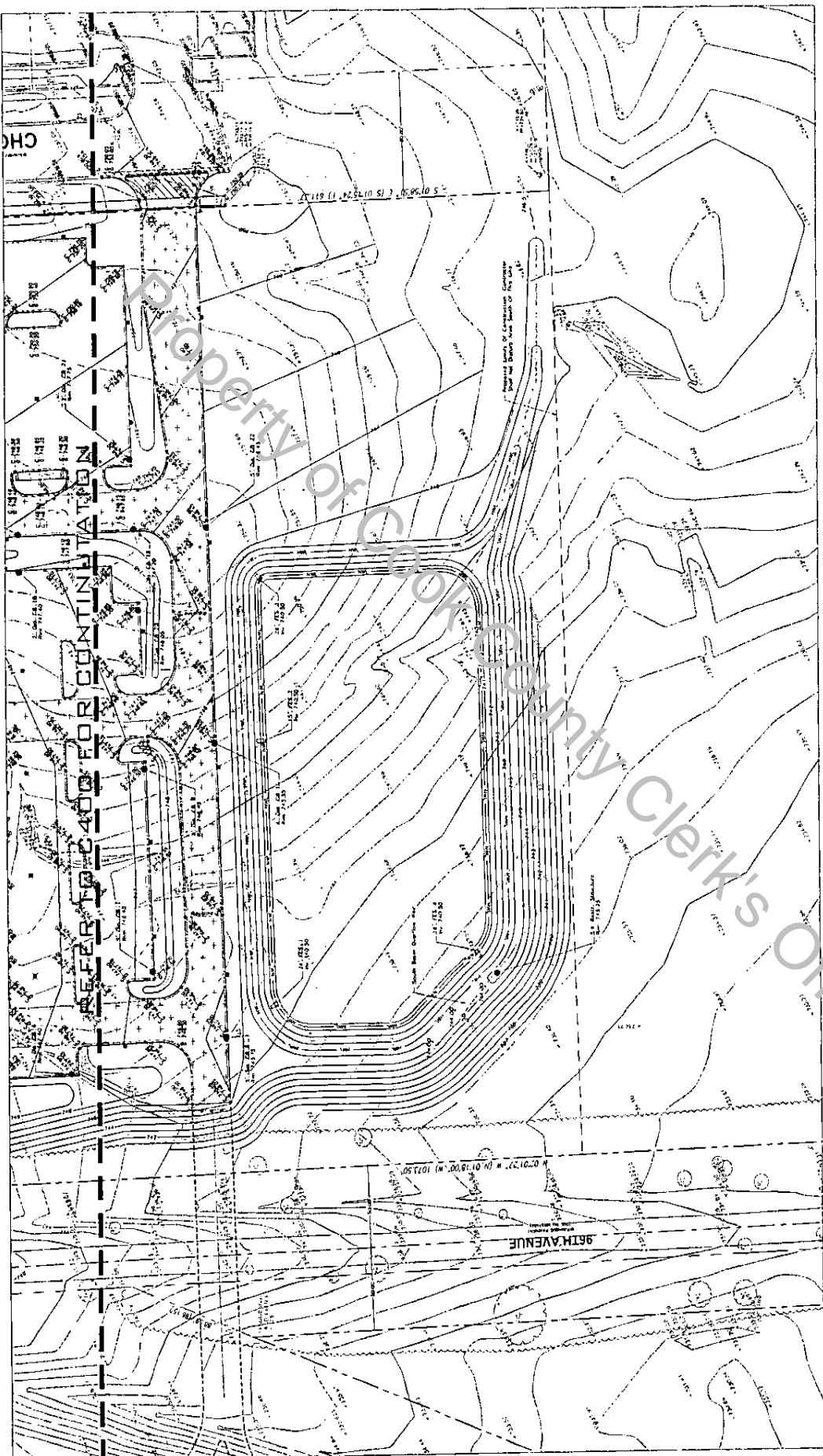
Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

Professional Engineer
Loyola University Health System
18th & L Street, Maywood, IL 60153
Chicago, IL 60607

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Sheet No.
SITE UTILITY
AND GRADING PLAN

C401



LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER

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LOYOLA UNIVERSITY
HEALTH SYSTEM



333 South Western Avenue, 1st Fl.
Chicago, IL 60612
Tel: 312.762.1000 Fax: 312.762.9777

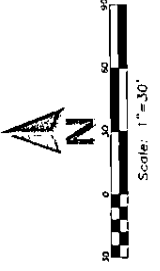
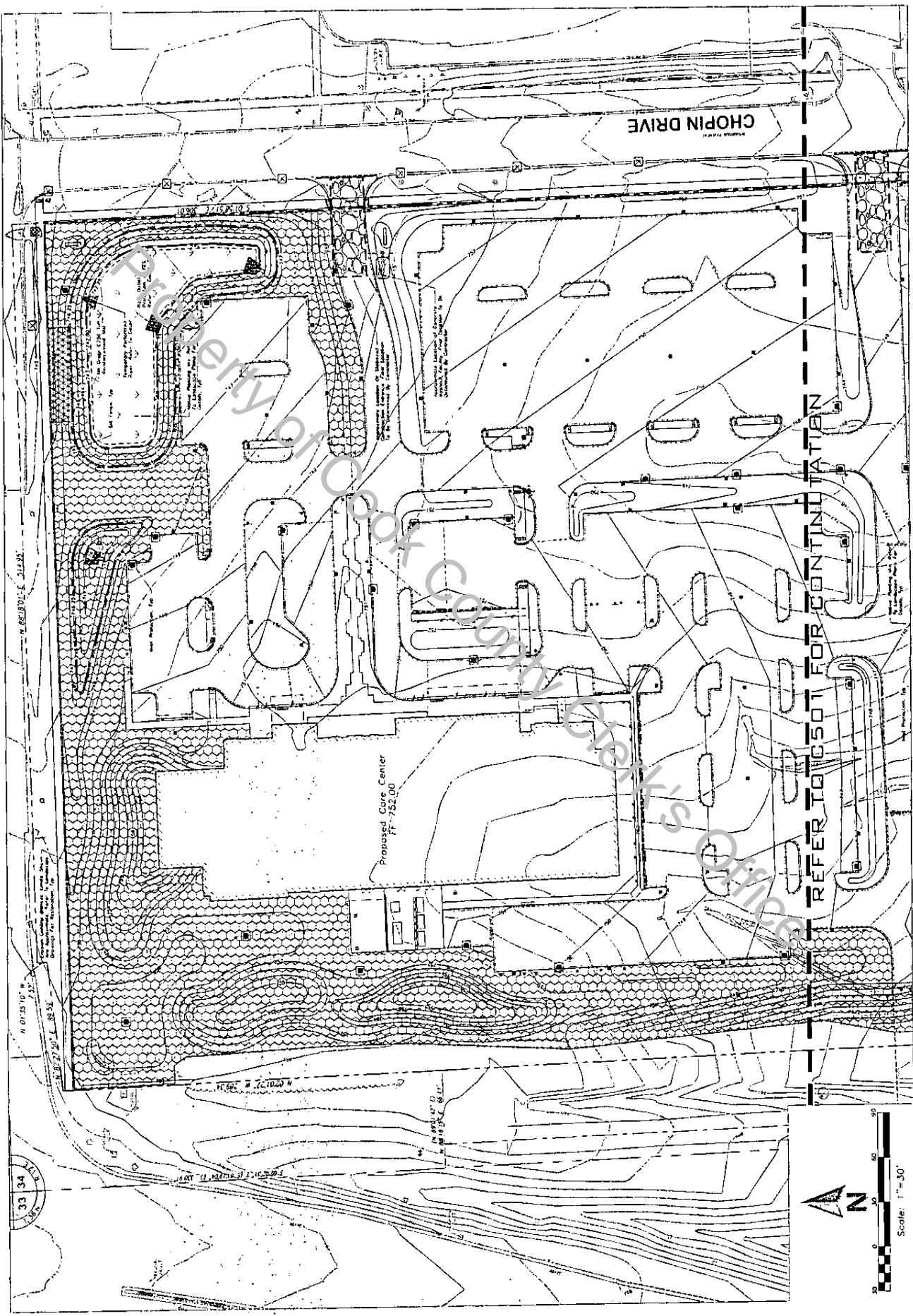
Project: 11-2004-01
Date: 11/15/04



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11-2004-01
SITE SOIL EROSION AND
SEDIMENT CONTROL PLAN

C-500



33 34

Property of Cook County, Illinois
Refer to C-500 for continuation



LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER

1760 South La Grange Road
Morton Grove, IL 60053

Prepared by
LOYOLA UNIVERSITY
HEALTH SYSTEM



333 South Wabash Avenue, 14th Floor
Chicago, IL 60604
Tel: 312.782.1000 Fax: 312.782.8272

Professional Engineer
Loyola University Health System
1760 South La Grange Road
Morton Grove, IL 60053

Professional Engineer
Loyola University Health System
1760 South La Grange Road
Morton Grove, IL 60053

Professional Engineer
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Morton Grove, IL 60053

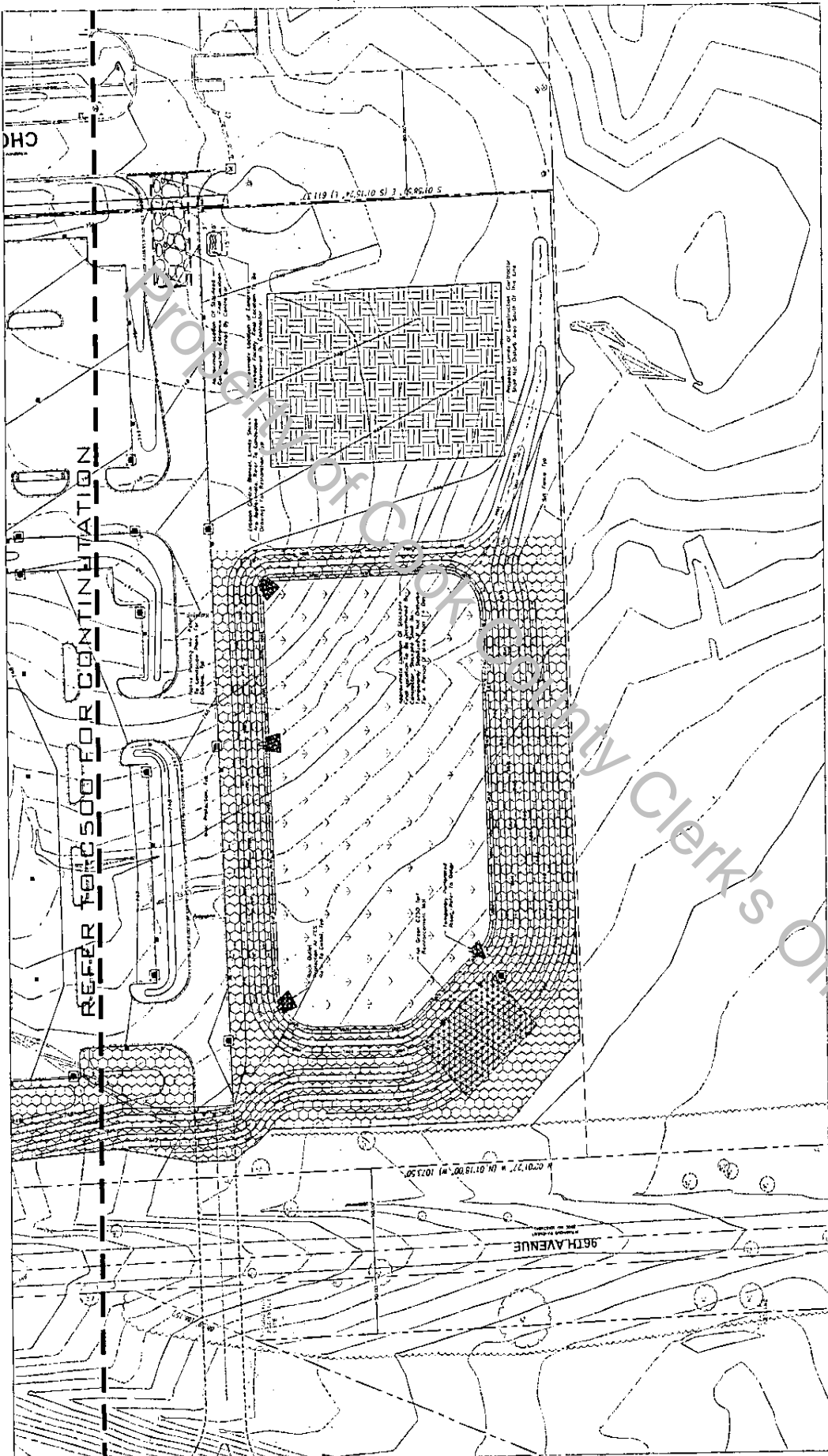
Professional Engineer
Loyola University Health System
1760 South La Grange Road
Morton Grove, IL 60053

Professional Engineer
Loyola University Health System
1760 South La Grange Road
Morton Grove, IL 60053

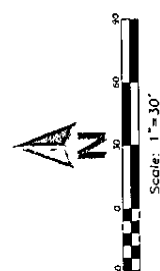
Professional Engineer
Loyola University Health System
1760 South La Grange Road
Morton Grove, IL 60053

Professional Engineer
Loyola University Health System
1760 South La Grange Road
Morton Grove, IL 60053

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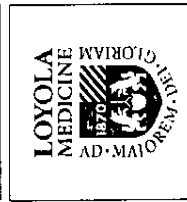


REFER TO C500 FOR CONTINUATION



C501

SITE SOIL EROSION AND
SEDIMENT CONTROL PLAN



LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER
1600 W. GARDNER ROAD
TROY, ILL. 61867
Loyola University Health System
780 S. State St., Suite 300
Chicago, IL 60607

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DESIGN CONSTRUCTION
MECHANICAL ENGINEERING
1600 W. GARDNER ROAD
TROY, ILL. 61867
Tel: 618.330.2200
Fax: 618.330.2201
www.mjschmitt.com

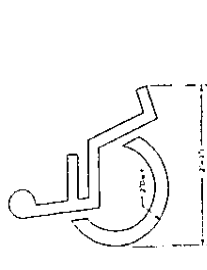
Table with columns: NO., DESCRIPTION, DATE, and CHECKED BY. Includes entries for 'CONCRETE WHEEL STOP', 'ACCESSIBLE PARKING SIGN', 'NYLOPLAST DRAIN BASH WITH DOME GRATE', and 'PARALLEL CURB RAMP DETAIL'.

Table with columns: NO., DATE, and CHECKED BY. Includes entries for 'CONCRETE WHEEL STOP', 'ACCESSIBLE PARKING SIGN', 'NYLOPLAST DRAIN BASH WITH DOME GRATE', and 'PARALLEL CURB RAMP DETAIL'.

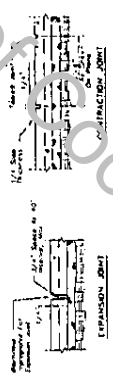
DETAILS
C600



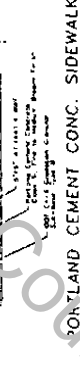
CONCRETE WHEEL STOP



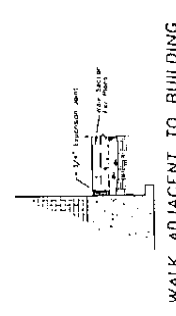
ACCESSIBLE PARKING
STALL PAVEMENT MARKING



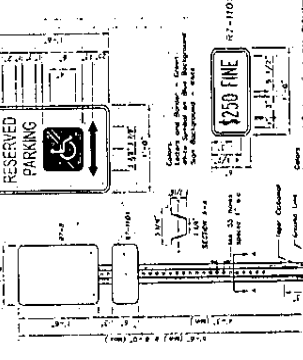
EXPANSION JOINT



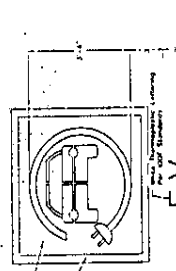
PORTLAND CEMENT CONC. SIDEWALK



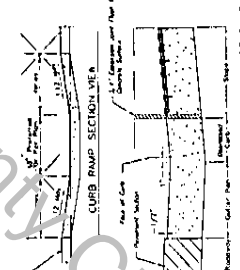
WALK ADJACENT TO BUILDING



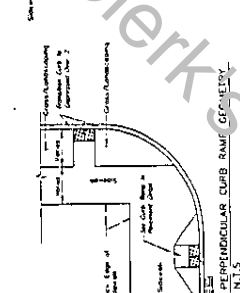
RESERVED PARKING SIGN



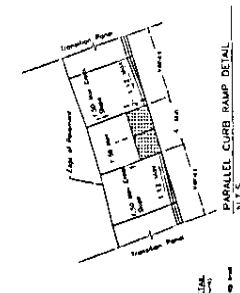
ELECTRIC VEHICLE STRIPING
(N.T.S.)



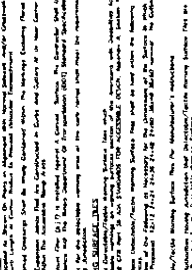
DEPRESSED CURB AND GUTTER AT CURB RAMP



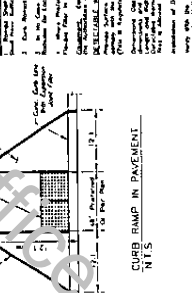
PERPENDICULAR CURB RAMP GEOMETRY
(N.T.S.)



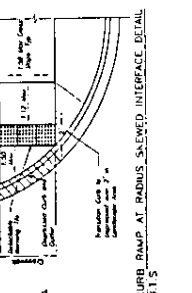
PARALLEL CURB RAMP DETAIL
(N.T.S.)



CURB RAMP IN PAVEMENT
(N.T.S.)



CURB RAMP AT RADIUS SKEWED INTERFACE DETAIL
(N.T.S.)



PARALLEL CURB RAMP DETAIL
(N.T.S.)

ACCESSIBLE RAMPS FOR SIDEWALKS

Property of Cook County Clerk's Office



PROJECT
LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER

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LOYOLA UNIVERSITY
HEALTH SYSTEM
740 South St. Avenue, Maywood, IL 60151



131 South Wabash Avenue, 14th Fl.
Chicago, IL 60604 USA - 312.762.5171

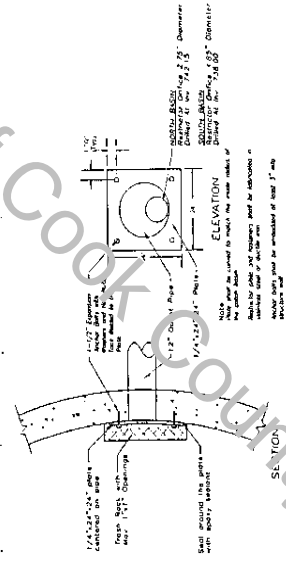
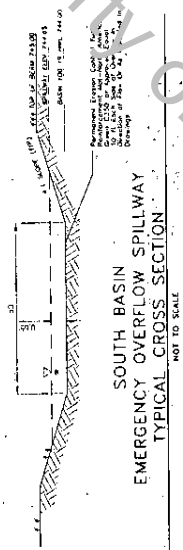
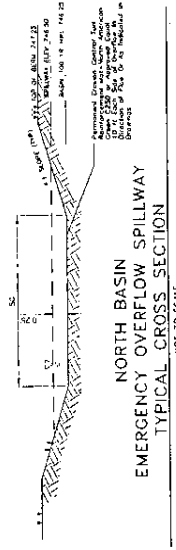
IN 25 CORPORATION
1111 North Dearborn Street
Chicago, IL 60610
E: 800.272.2222
F: 312.762.5171
WWW.COOKCOUNTYIL.GOV



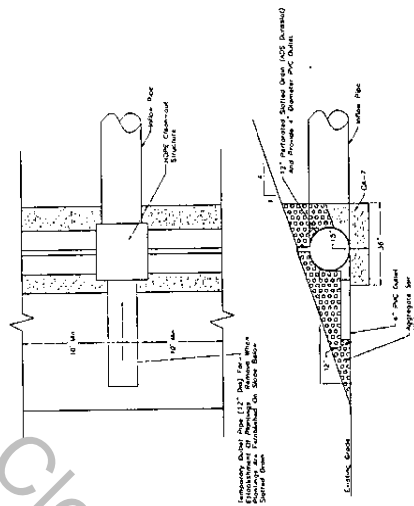
Table with 2 columns: Item, Description. Includes items like 'PIPE UNDERDRAIN', 'RESTRICTOR PLATE', 'LEVEL SPREADER', 'TEMPORARY PERFORATED RISER'.

DATE: 07/20/2012
TIME: 10:00 AM

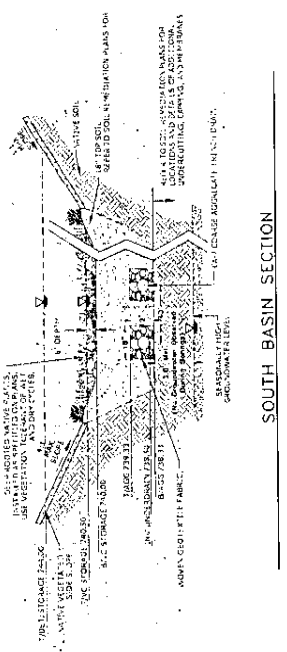
C601



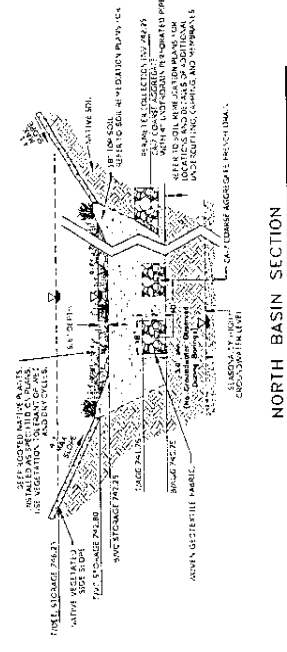
NORTH/SOUTH RESTRICTOR PLATE DETAIL



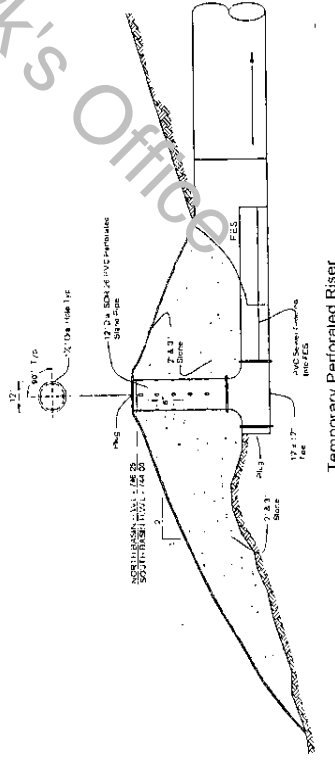
LEVEL SPREADER - ADS DURASLOT



SOUTH BASIN SECTION



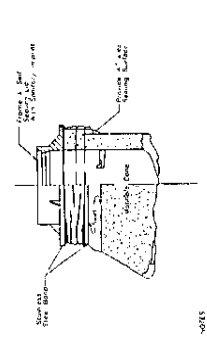
NORTH BASIN SECTION (French Drain)



Temporary Perforated Riser

Property of Cook County Clerk's Office

SANITARY MANHOLE CHIMNEY SEAL



- NOTES:
1. Verify hole size for inclusion of Sanitary Sealing.
2. Verify applicator.
3. Apply Sealer to hole and allow to cure for 24 hours.
4. Seal Sealer can be applied in sections, per the manufacturer's instructions.



LOYOLA SOUTHWEST AMBULATORY CARE CENTER 1700 West Lehigh Road Torrey Pines, CA 90407



LOYOLA UNIVERSITY HEALTH SYSTEM 1630 Chicago of North Broadway, Chicago, IL 60610

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Table with columns for project details, including 'EXPIRATION DATE' and 'ISSUE DATE'.

DETAILS

C602

EROSION CONTROL BLANKETS FOR TEMPORARY INLET PROTECTION. Includes diagrams of various blanket types and a table with columns for 'Blanket Type', 'Blanket Width', 'Blanket Length', and 'Blanket Weight'.

ROCK OUTLET PROTECTION DETAIL. Includes diagrams showing rock placement around an outlet and a table with columns for 'Blanket Type', 'Blanket Width', 'Blanket Length', and 'Blanket Weight'.

CONCRETE WASHOUT FACILITY. Includes diagrams for 'SEMI-BALL DESIGN' and 'BALL DESIGN', and a table with columns for 'Blanket Type', 'Blanket Width', 'Blanket Length', and 'Blanket Weight'.

COOK COUNTY

EROSION CONTROL BLANKET INSTALLATION DETAILS. Includes diagrams for 'STAPLE DETAIL 1-4', 'STAPLE DETAIL 2-4', and 'STAPLE DETAIL 3-4'. Includes a table 'TABLE 1. MINIMUM REQUIREMENTS FOR EROSION CONTROL BLANKET' and 'NOTES'.

CURLEX SEDIMENT LOGS & DITCH CHECK BY AMERICAN EXCELSIOR COMPANY

CURLEX SEDIMENT LOGS & DITCH CHECK. Includes diagrams of sediment logs and ditch check details, with various annotations and dimensions.



LOYOLA SOUTHWEST AMBULATORY CARE CENTER

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HEATH, COAK & VERNBERG, INC.

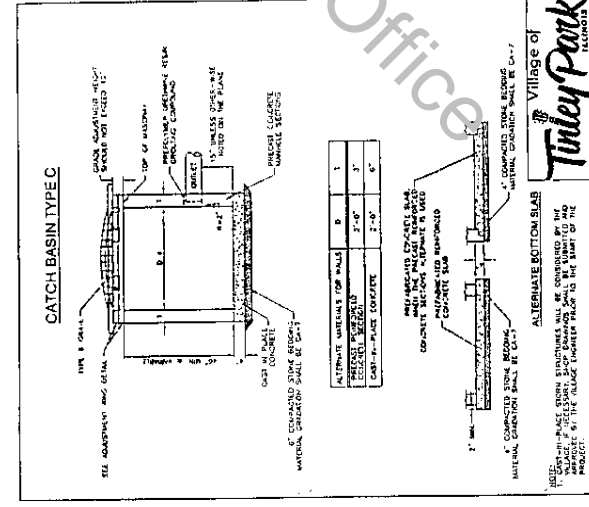
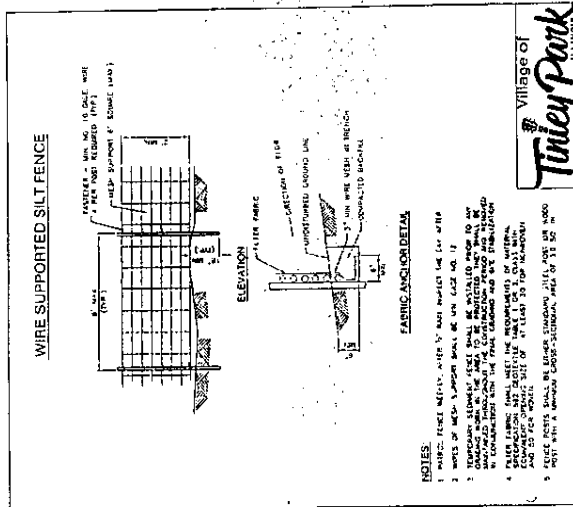
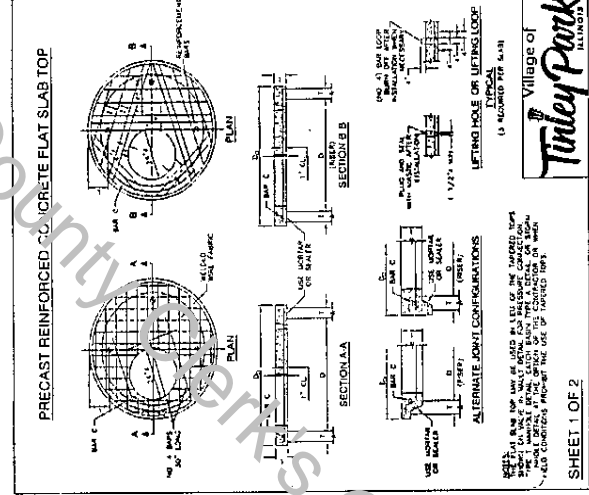
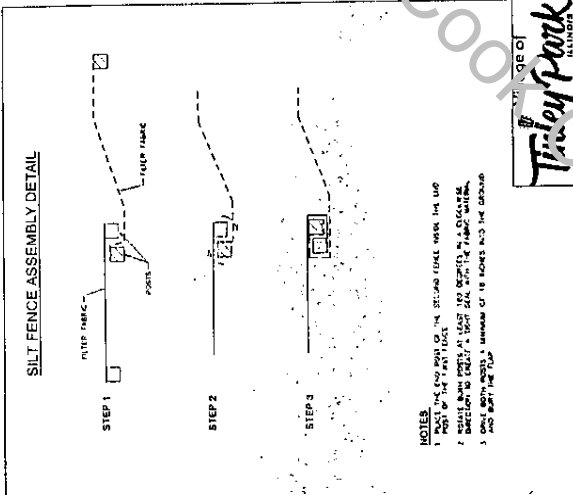
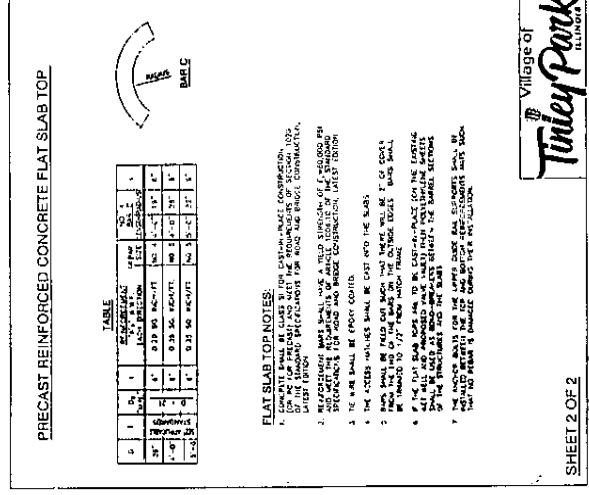
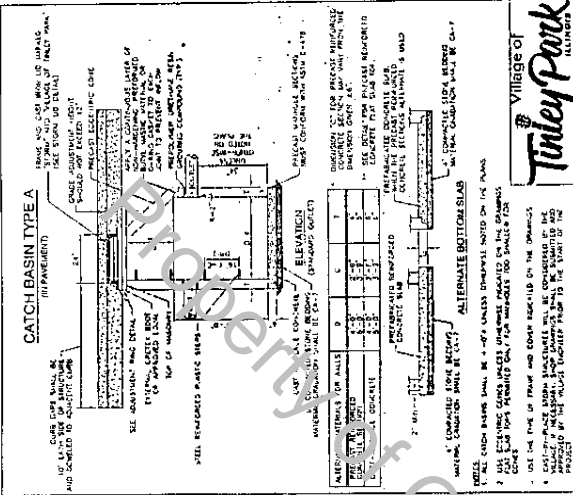
105 CONCORD ROAD, SUITE 1000



Table with columns for PROJECT, DATE, and REVISIONS.

DETAILS

C604



SHEET 2 OF 2

SHEET 1 OF 2

SHEET 1 OF 2



LOYOLA SOUTHWEST
AMBULATORY CARE
CENTER
780 South Wacker Drive
Tomball, TX 77375

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LOYOLA UNIVERSITY
HEALTH SYSTEM
780 South Wacker Drive
Tomball, TX 77375

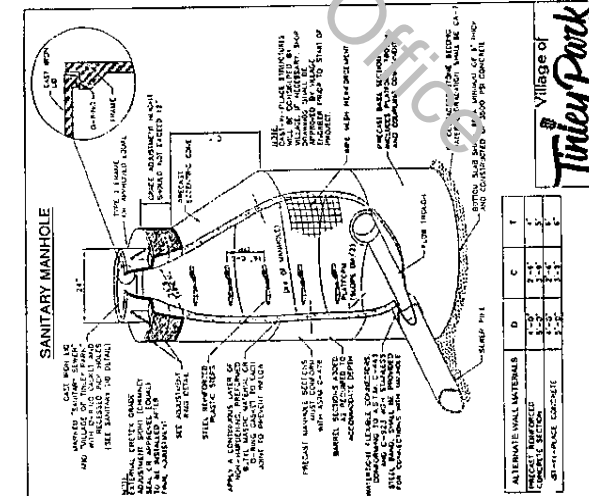
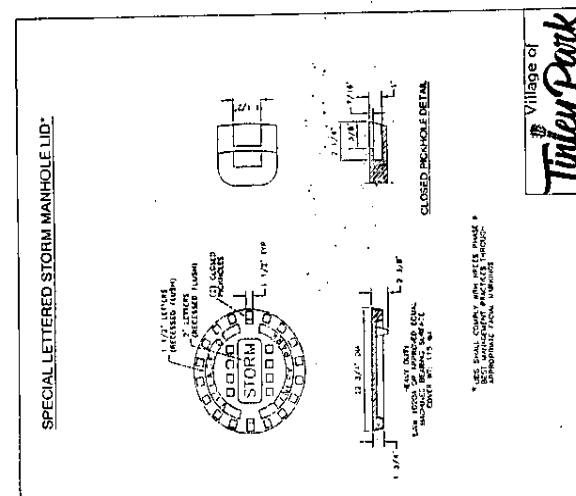
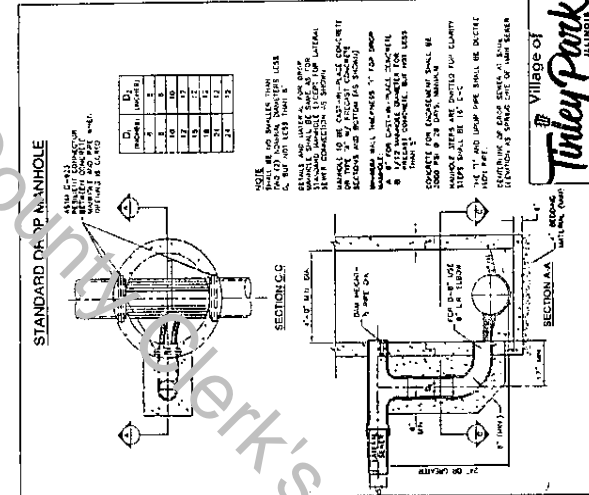
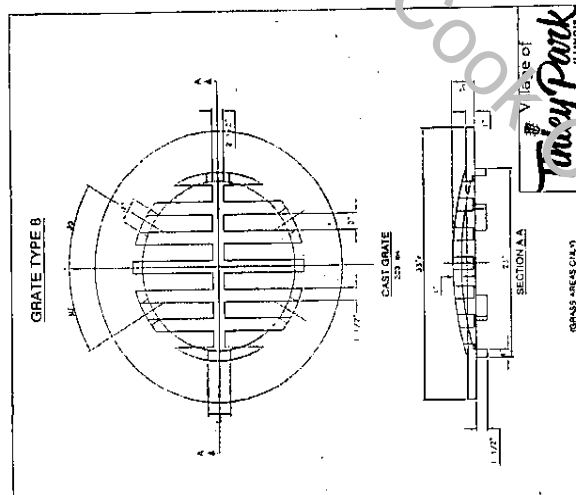
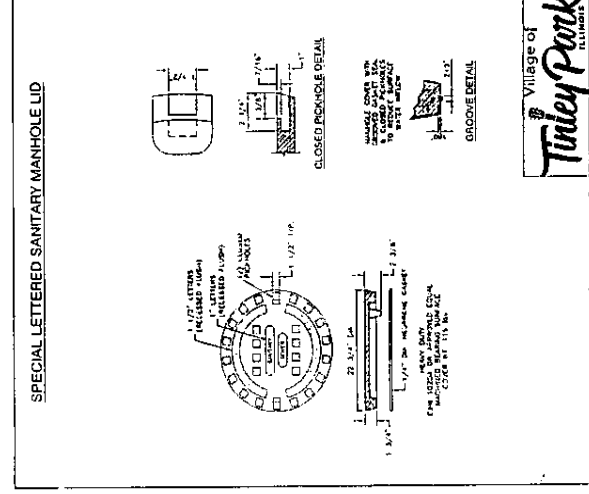
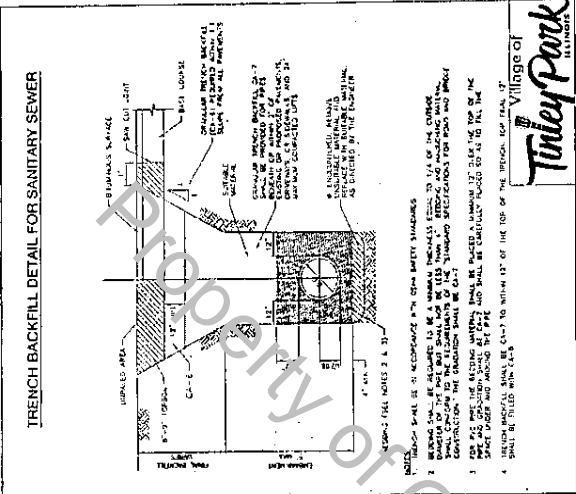
INVESTIGATIONS
LABORATORY
333 South Wacker Drive
Chicago, IL 60604 USA
J. Michael J. Smith, M.D.
Director



DATE	REVISION
11/11/11	1
11/11/11	2
11/11/11	3
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DETAILS

C605



Details Shown For Reference Only. Drop Manhole to Be Provided By Village.



LOYOLA SOUTHWEST AMBULATORY CARE CENTER

UNOFFICIAL COPY

LOYOLA UNIVERSITY HEALTH SYSTEM

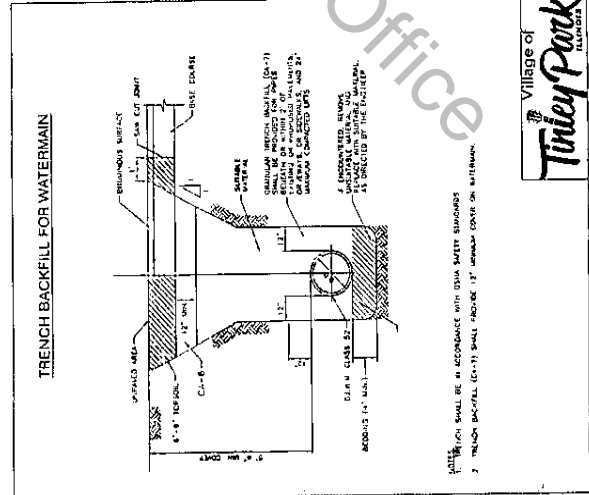
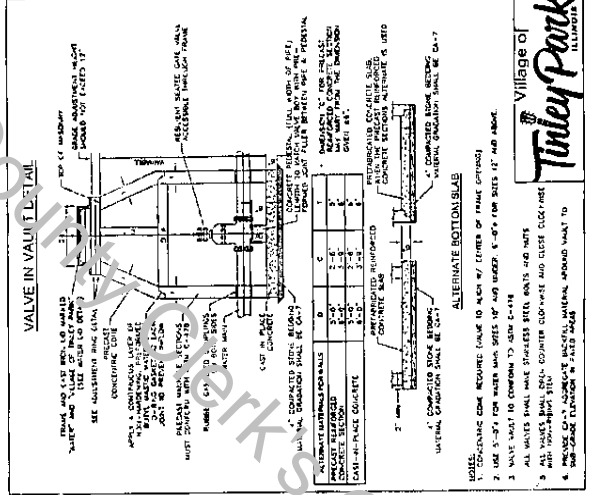
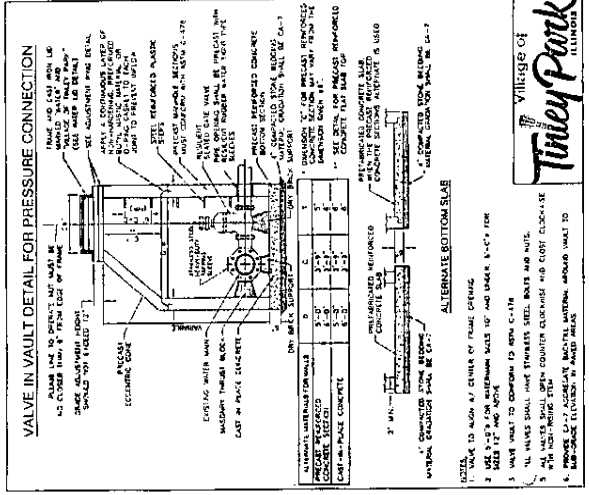
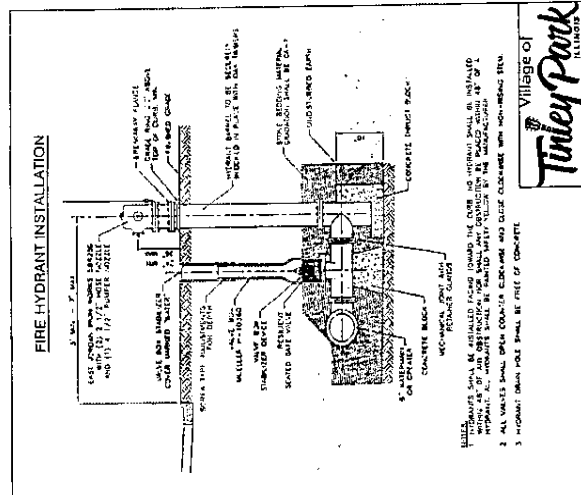
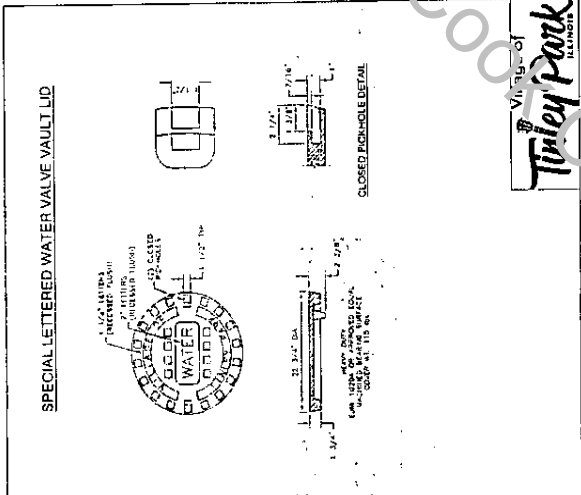
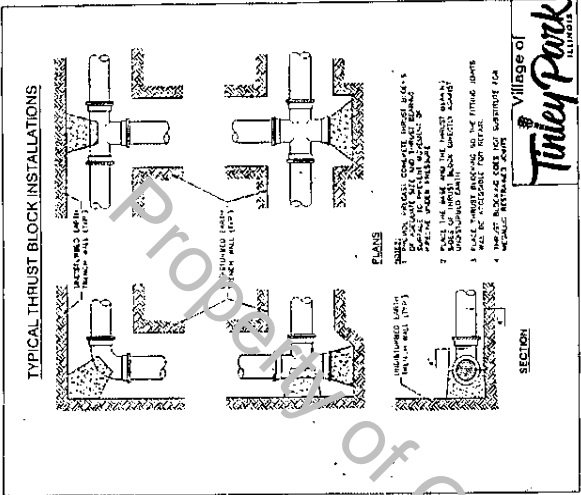


Architect: LOYOLA UNIVERSITY HEALTH SYSTEM



Table with columns for project details, including location, date, and revision history.

DETAILS C606



Notes and specifications for each detail, including material requirements, construction methods, and safety considerations.



OFFICIAL COPY PLAT OF CONSOLIDATION TALLEY PARK II LINDS

VILLAGE PLAN COMMISSION
 STATE OF ILLINOIS
 COUNTY OF COOK

VILLAGE BOARD OF TRUSTEES
 STATE OF ILLINOIS
 COUNTY OF COOK

ACCEPTED AND APPROVED: THE BOARD OF TRUSTEES
 THIS ___ DAY OF ___ 20__

WITNESSE: _____

VILLAGE ENGINEER
 STATE OF ILLINOIS
 COUNTY OF COOK
 NUMBER OF THE VILLAGE ENGINEER OF THE VILLAGE OF TALLEY PARK II, ILLINOIS
 DATED THIS ___ DAY OF ___ 20__

OWNER'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF COOK
 I, _____, the owner of the above described premises, do hereby certify that I have read the above described plat and agree to the same and that the same is a true and correct representation of the land as shown on the plat and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes set forth herein.
 DATED THIS ___ DAY OF ___ 20__

SURVEYOR'S AUTHORIZATION TO RECORD
 STATE OF ILLINOIS
 COUNTY OF COOK
 I, _____, a duly licensed and qualified Surveyor, do hereby certify that I have surveyed and laid out the above described premises and that the same are shown on the above described plat and that the same are a true and correct representation of the land as shown on the plat and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes set forth herein.
 DATED THIS ___ DAY OF ___ 20__

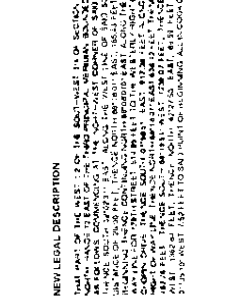
PLAT OF CONSOLIDATION

OF PART OF THE SOUTH-EAST 1/4 OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 12, AND A PART OF THE SOUTH-WEST 1/4 OF SECTION 33, EDWARDSHIP IN NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LAND AREA
 PARCEL 1
 44,723.37 SQ. FT. OR 1.0238 ACRES
 PARCEL 2
 18,578.47 SQ. FT. OR 0.4241 ACRES

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF COOK
 I, _____, a duly licensed and qualified Surveyor, do hereby certify that I have surveyed and laid out the above described premises and that the same are shown on the above described plat and that the same are a true and correct representation of the land as shown on the plat and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes set forth herein.
 DATED THIS ___ DAY OF ___ 20__

VICINITY MAP



PERMANENT INDEX NUMBERS
 27-14-910-005-0000, 27-34-909-01-0000

NEW LEGAL DESCRIPTION
 That part of the West 1/2 of the South-West 1/4 of Section 33, Township 33 North, Range 12 East, of the Third Principal Meridian, and a part of the South-West 1/4 of Section 33, Township 33 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois, containing 63.302185 acres, more or less, as shown on the above described plat, and as shown on the plat of consolidation filed for record in Cook County, Illinois, on this ___ day of ___ 20__.

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS
 COUNTY OF COOK
 I, _____, a duly licensed and qualified Surveyor, do hereby certify that I have surveyed and laid out the above described premises and that the same are shown on the above described plat and that the same are a true and correct representation of the land as shown on the plat and that I have no objection to the same being recorded and that I have no objection to the same being used for the purposes set forth herein.
 DATED THIS ___ DAY OF ___ 20__



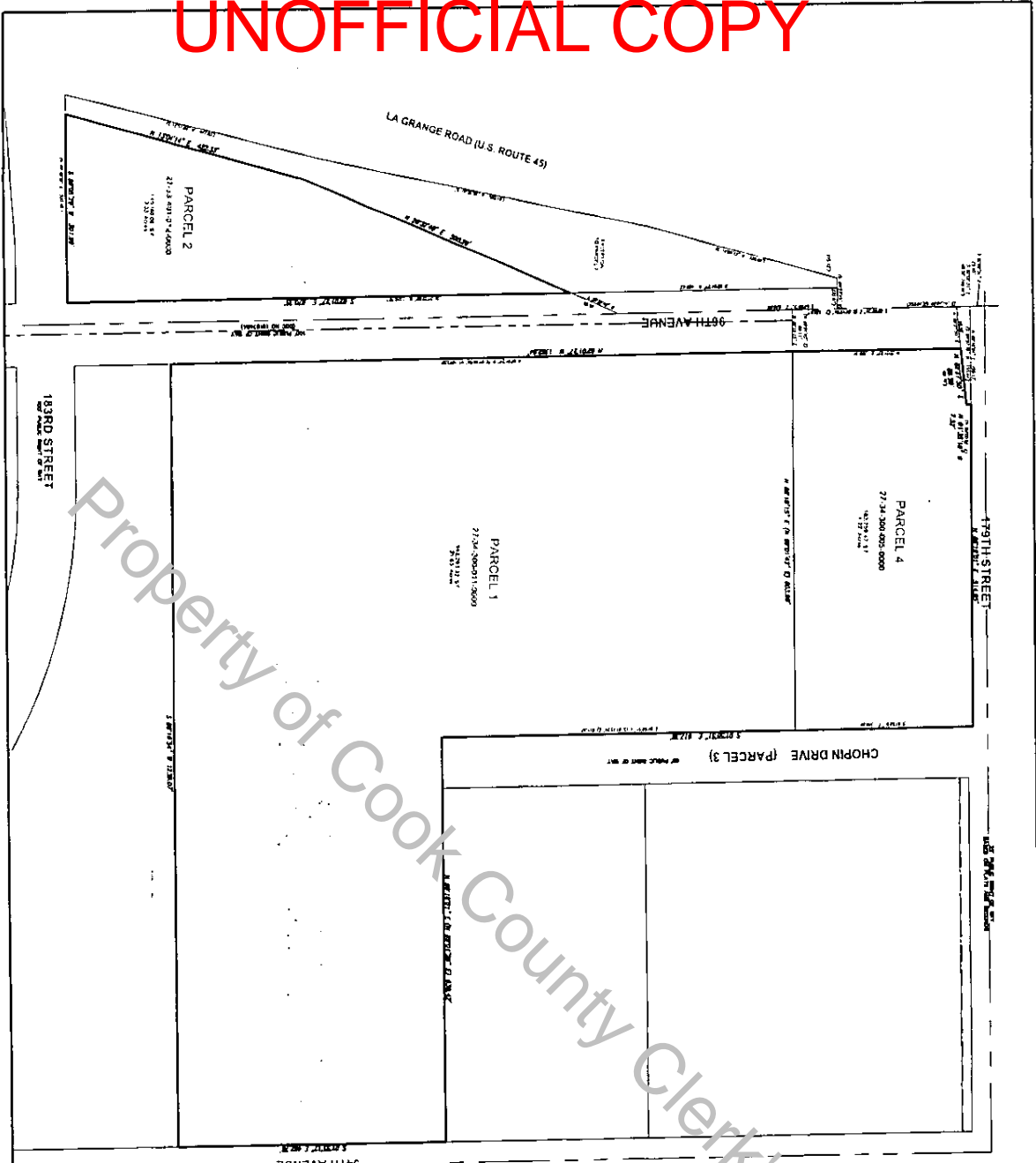
PLAT OF CONSOLIDATION
 TALLEY PARK II LINDS
 LOVELL, TALLEY PARK II LINDS

1 OF 1
 21-703-100

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY



Property of Cook County Clerk's Office

PARCEL 1

A NON-RESIDENTIAL EXHIBITION FOR THE INTEREST OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



ERIKSSON
ENGINEERING
ASSOCIATES, LTD.

135 LAWRENCE SQUARE, SUITE 100
MILWAUKEE, WISCONSIN 53212
TEL: 414/772-2100
FAX: 414/772-2101
WWW.ERIKSSON-ENGINEERING.COM

EXHIBIT E2

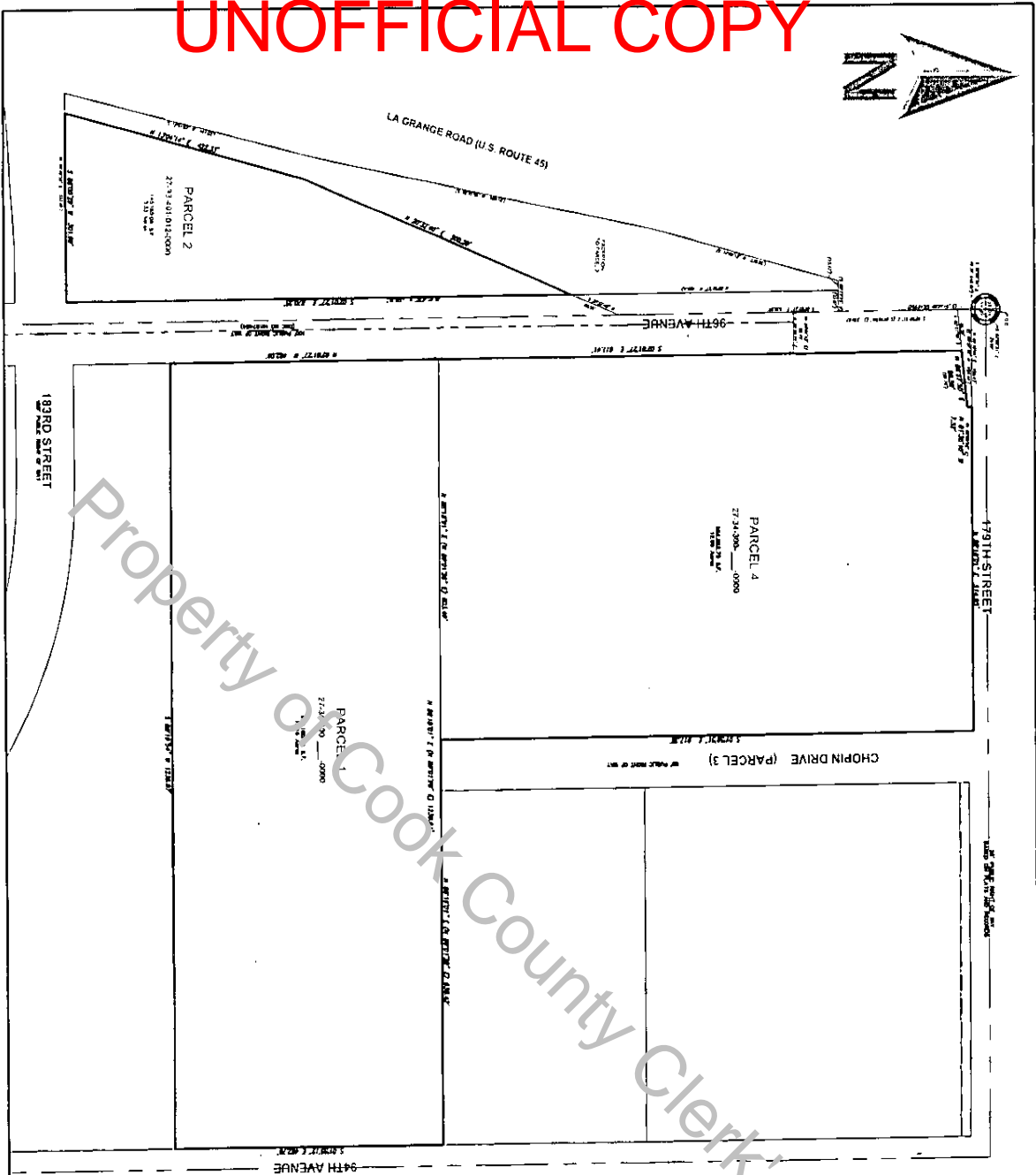
Scale 1" = 100'

EXHIBIT E2

Scale 1" = 100'

E2

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Property of Cook County Clerk's Office

Parcel 1
2724.30 ± sq. ft.

Parcel 3 (Chopin Drive)
2724.30 ± sq. ft.

Parcel 4
2724.30 ± sq. ft.

Parcel 2

PARCEL 3

PARCEL 4

PARCEL 2

1890 STREET

1891 STREET

1892 STREET

1893 STREET

1894 STREET

1895 STREET

LA GRANGE ROAD (U.S. ROUTE 45)

96TH AVENUE

94TH AVENUE

ERIKSSON
ENGINEERING
ASSOCIATES, LTD.

1100 COMMERCIAL DRIVE, SUITE 4
CHICAGO, ILLINOIS 60604
PHONE (312) 461-2200
FACSIMILE (312) 461-2200
TELETYPE (312) 461-2200
FEDERAL REGISTER 25:170115
REGISTERED PROFESSIONAL ENGINEERS
STATE OF ILLINOIS
LICENSE NO. 02000111

EXHIBIT E3

EXHIBIT E3

E3

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Prepared by and after
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC
200 W. Adams, Ste. 2125
Chicago, IL 60606

TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the 16th day of November, 2021, by and between LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

RECITALS

WHEREAS, Grantor is the owner of record of certain real property located at 18100 S. 96th Avenue, 18050-94th Avenue and 17901-96th Avenue, each such address located in Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new lift station and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon a portion of Grantor’s Property to temporarily locate equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein as the agreement and understanding of the parties hereto.
2. Grant of Easements. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:

2.1 **Temporary Construction Easement**. A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached Exhibit B and B-1 respectively (the “*Construction Easement Area*”) and

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incorporated herein. Grantee may use the Construction Easement Area for the purposes of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right time, cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 **Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached Exhibit C and C-1 respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Area described above include the right to have Grantee's Group, which term is defined in Section 12 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

3. Grantee's Limited Rights. Grantee's easement rights and use thereof shall not unreasonably interfere in any way with the proposed construction, development, operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
 - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
 - 3.3 Easements, or claims of easements, shown or not shown by the public records.
 - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
 - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
 - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive

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easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document 00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the Parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Right. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over, under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to providing reasonable notice to Grantee and the reasonable requirements and consent of the Grantee.

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7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:
- 7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of Grantor's Property.
- 7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.
- 7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "*Project*") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.
- 7.4 Grantee shall, after the Project is substantially complete, which shall be on or before January 15, 2023, restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before March 31, 2023, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before March 31, 2023, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.
- 7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.
- 7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.
- 7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.
- 7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee.

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All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to restoration, repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result or arise from or due to the granting of the Temporary Construction Easement or the Utility Easement.

7.11 Grantee to construct a Lift Station substantially similar to the one detailed on Exhibit D. Additionally, Grantee to provide additional barrier landscaping per Grantor's approval.

8. Term of Easements.

8.1 **Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) March 31, 2023 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

8.2 **Utility Easement.** The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, (i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

8.3 Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting

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Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.

10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:

10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's Property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's Property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning Ordinance. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ORI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same location which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.

10.2 Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112 between Grantee and the Illinois Department of Transportation ("IDOT"), Grantee agrees to exercise its authority to and shall administer, control, construct, maintain and operate the vacated IDOT highway known as Old 96th Avenue, as shown on Exhibit E, to effectuate Grantor's use of the same for transportation purposes. Notwithstanding the above, the Village shall have no obligation to construct a roadway on Old 96th Avenue.

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- 10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.
- 10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's Property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.
- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179th Street, or at Chopin & 179th Street, should Grantor require one, that would be in conformance with Grantor's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of Grantor's Property including but not limited to the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "Indemnites"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "Claim"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnites) that Indemnitee or Indemnites may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the

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"Grantee's Group"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

13. Insurance.

13.1 **Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;

13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Medical Center ("LUMC") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.3 ~~(E2)~~ Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One

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Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date before the start of any work on Grantor's Property. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

13.2 Requirements Related to Insurance.

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUMC and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUMC and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUMC and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.

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- 13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.
- 13.2.6 Waiver of Subrogation: The Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee in Section 13. to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Grantor, Architect, and all tiers of contractors, subcontractors or consultants engaged by them. The Grantee shall provide evidence of the insurance companies' waiver of subrogation and shall be provided to Grantor along with evidence of insurance. The Grantee will require of its Subcontractors, by appropriate written agreements, to obtain similar waivers each in favor of all parties enumerated in this section and obtain the same evidence of the insurance companies' of waiver of subrogation and maintain with the evidence of insurance.
14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.
15. Default.
- 15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for a Party's defaults, if any.
- 15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law, in equity, and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a Party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

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16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.
17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

All notices to Grantor shall be sent to:

Loyola University Health System
 2160 South 1st Avenue
 Maywood, IL 60153
 Attention: General Counsel

With a Copy To:

Loyola Medicine
 2160 South 1st Avenue
 Maywood, IL 60153
 Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park
 16250 S. Oak Park Avenue
 Tinley Park, IL 60447
 Attn: Village Clerk

With Copy To:

Kevin Kearney
 Peterson Johnson & Murray, Chicago LLC
 200 West Adams Street, Suite 2125
 Chicago, IL 60606
 kkearney@pjmchicago.com

18. Recording Survival. Grantee will record this easement within five (5) business days from the Effective Date. Grantee will provide Grantor a copy of said recorded instrument promptly upon such recording.

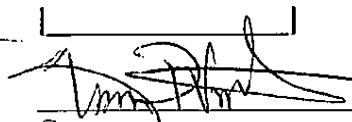
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19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
20. Waiver. No waiver of breach of any of the easements, covenants and/or agreement contained in the Agreement shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
21. Estoppel Certificate. Each Party and their respective successors and permitted assigns, from time to time, upon not less than thirty (30) days prior written notice by the other Party, agrees to execute, acknowledge and deliver to the other Party a statement in writing (a) certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications stating such modifications) and (b) stating whether or not to the best knowledge of said Party, the requesting Party is/are in default in the performance of any covenant, agreement or condition contained in the Agreement, and if so, specifying each such default of which said Party may have knowledge. Requests for estoppel certificates may not be made by a Party any more frequently than once a year.
22. No Partnership or Third Party Beneficiaries. Nothing in the Agreement shall be construed to make the Parties partners or joint venturers or render either Party liable for the debts or obligations of the other. Other than as provided for in the Agreement, the Agreement shall be for the benefit of the Parties and the property and not for the benefit of any other person or property.
23. No Violation. To the best of each Party's knowledge, this indication of interest, and the proposed transaction contemplated hereby, will not violate any contract, agreement or commitment currently binding on such Party. Each Party, in entering into this Letter, has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with the proposed transaction contemplated hereby.
24. Agreement Negotiation Expenses. The Parties acknowledge and agree that each are responsible for its own respective fees and expenses and those of their respective agents, representatives and advisors, including, but not limited to, all attorneys and accountants, related to the review and assessment of the arrangements and the negotiation and execution of this Agreement to effectuate the Agreement.
25. Exhibits. All exhibits referred to in the Agreement and attached thereto shall be deemed part of the Agreement.

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- 26. Approval. Each Party to the Agreement shall warrant to the other Party that the individual signing on behalf of such warranting Party has the authority to execute the document for and on behalf of the entity for which it purposes to act.
- 27. Counterparts. The Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.



Grantor

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

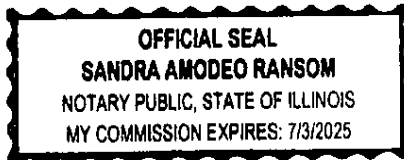
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Shawn Vincent personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 6th day of December, 2021

Sandra Amodeo Ransom
 Notary Public

SANDRA AMODEO RANSOM
 Printed Name of Notary

My Commission Expires:



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Michael W. Glotz
Grantee

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Glotz 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 severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 16th day of November, 2021

Laura J. Godette
Notary Public

Laura J. Godette
Printed Name of Notary



My Commission Expires: 9-14-2023

County of Cook Clerk's Office

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EXHIBIT A Grantor's Property

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 19 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST ALONG THE LAST DESCRIBED LINE 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 15 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 942.37 FEET OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 21 SECONDS WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NO. 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10

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DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART OF PARCEL 2 TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, PURSUANT TO FINAL JUDGMENT ORDER ENTERED SEPTEMBER 12, 2002 IN CASE NO. 00 L. 050372 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 77.206 METERS (253.30 FEET), ALONG THE EAST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING AND TO THE EASTERLY RIGHT-OF-WAY LINE OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METERS (546.21 FEET), ALONG THE SAID EASTERLY LINE OF FAI-880; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80, TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET), TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET), TO A POINT ON THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET), ALONG THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF DEDICATION DATED JULY 7, 2000 AND RECORDED JULY 24, 2000 AS DOCUMENT NO. 00555222 FROM REPUBLIC BANK OF CHICAGO KNOWN AS TRUST NUMBER 3018 TO THE VILLAGE OF TINLEY PARK FOR THE PURPOSE OF PUBLIC

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ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 80 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE NORTH 590.86 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 80 FEET OF THE SOUTH 351.52 FEET OF THE NORTH 942.37 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE), ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Temporary Construction Area Easement Legal Description

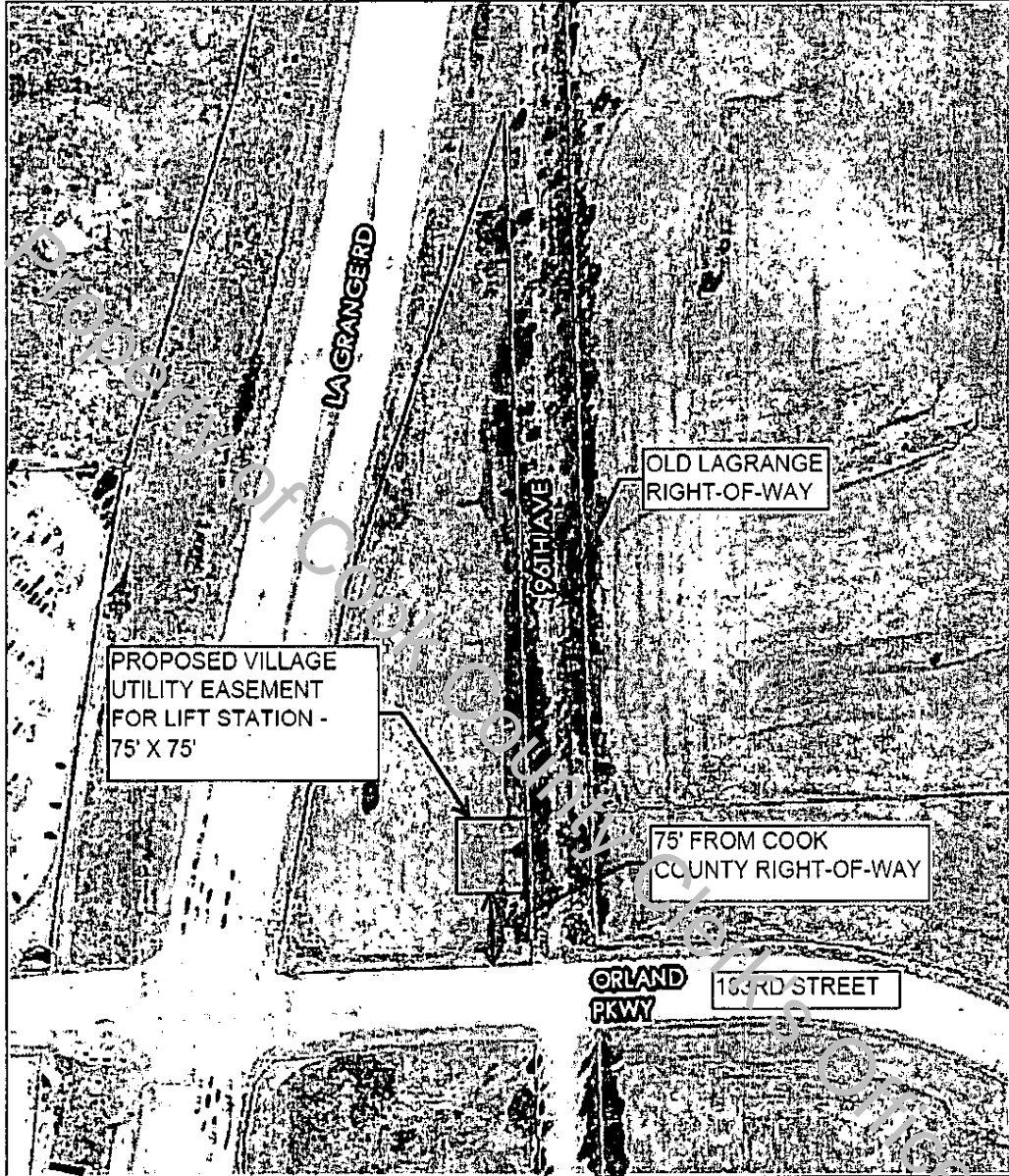
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 183RD STREET (ORLAND PARKWAY) AND THE WEST LINE OF 96TH AVENUE; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF 96TH AVENUE, 75.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 05 MINUTES 36 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST, 75.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, 75.00 FEET TO A POINT ON THE WEST LINE OF 96TH STREET; THENCE SOUTH 02 DEGREES 01 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF 96TH STREET, 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

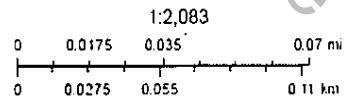
Property of Cook County Clerk's Office

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LaGrange Road Sewer, Water Main, and Lift Station



April 6, 2021



Cook County GIS Dept

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Exhibit C Utility Easement Area Legal Description

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

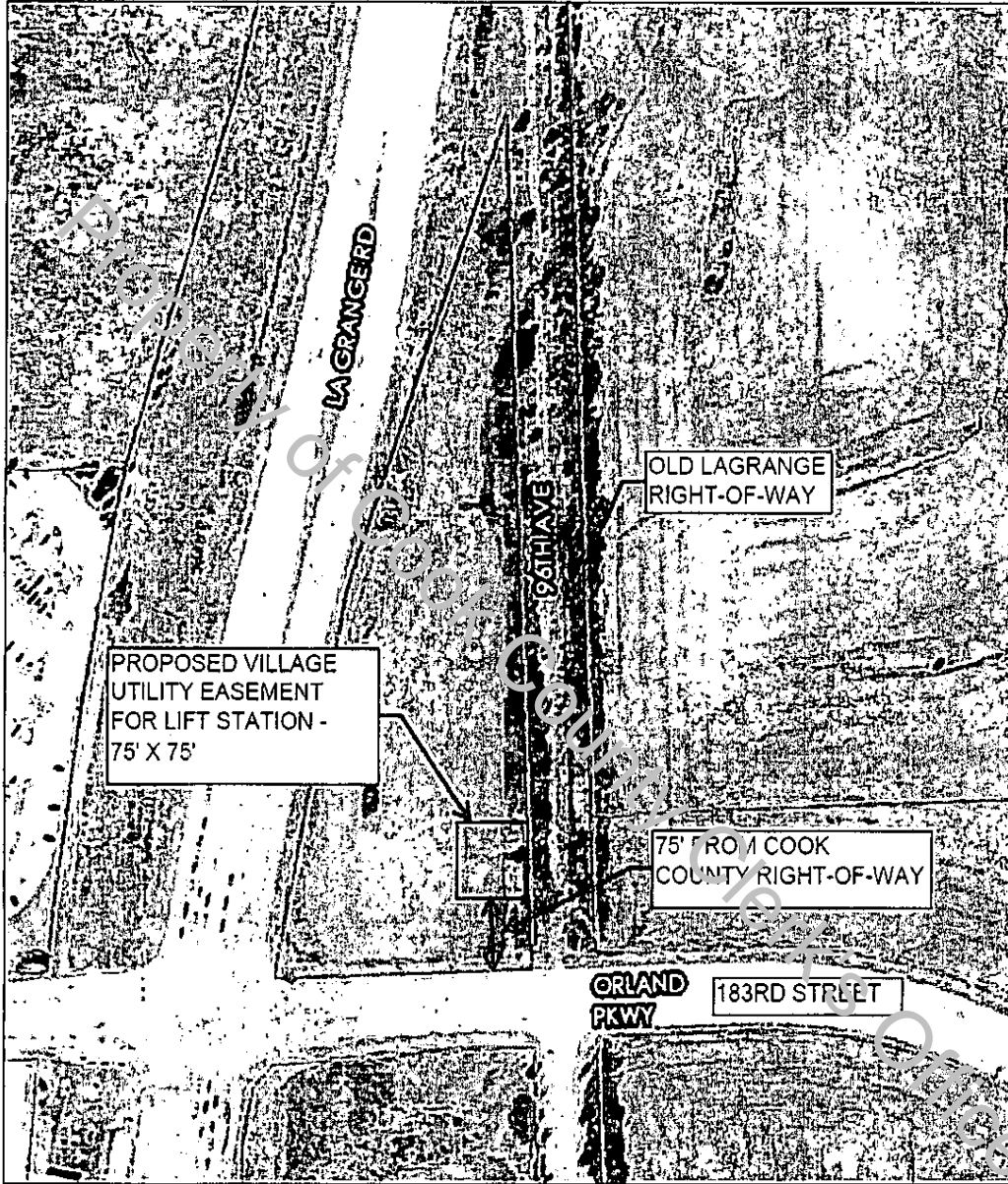
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 183RD STREET (ORLAND PARKWAY) AND THE WEST LINE OF 96TH AVENUE; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF 96TH AVENUE, 75.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 05 MINUTES 16 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST, 75.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, 75.00 FEET TO A POINT ON THE WEST LINE OF 96TH STREET; THENCE SOUTH 02 DEGREES 01 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF 96TH STREET, 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

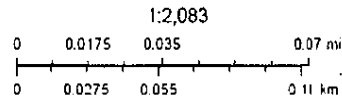
UNOFFICIAL COPY

EXHIBIT C-1 Utility Easement Area

LaGrange Road Sewer, Water Main, and Lift Station



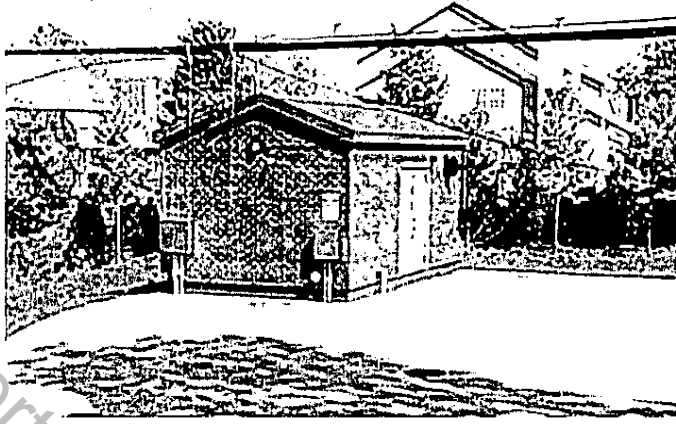
April 6, 2021



Cook County GIS Dept

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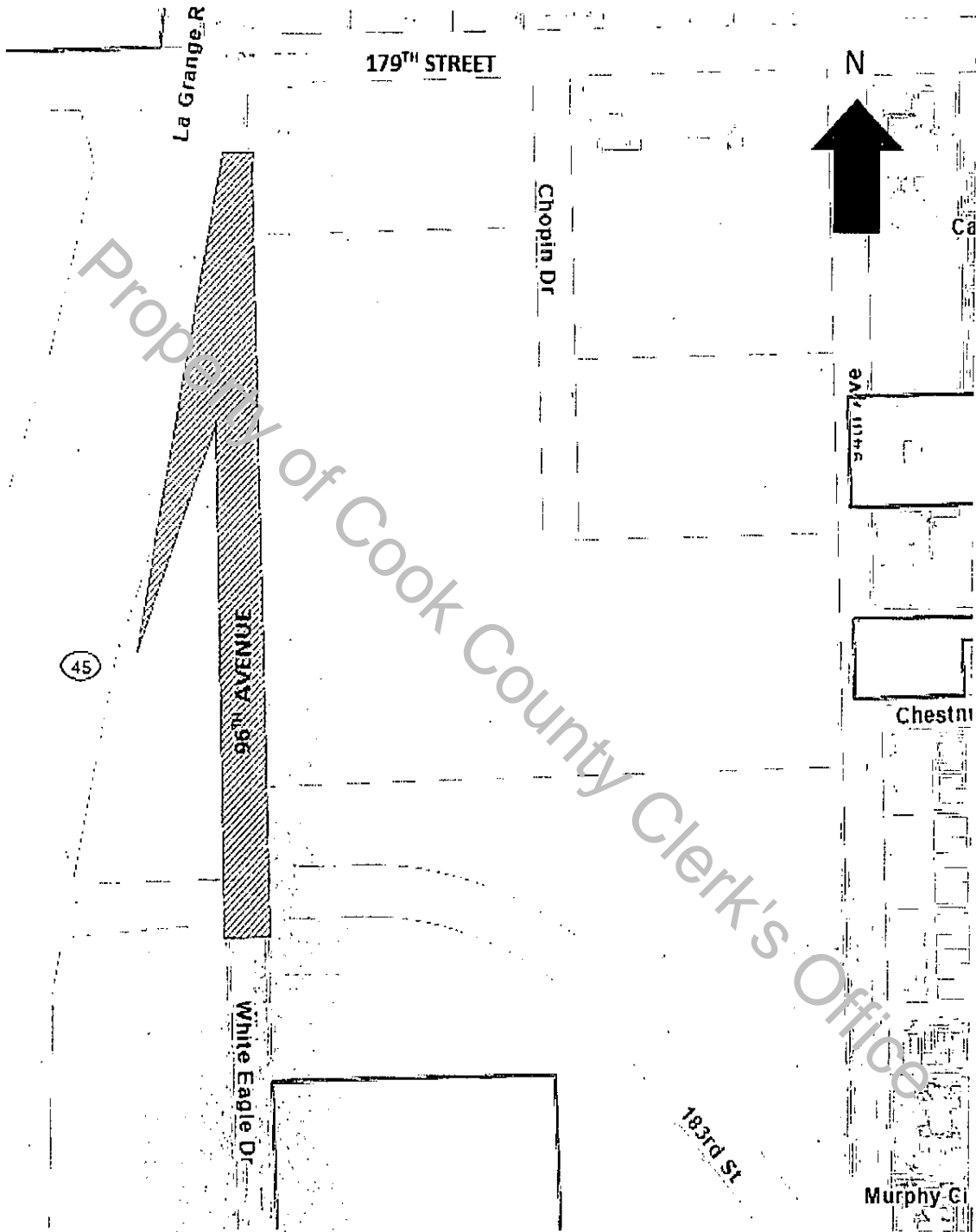
EXHIBIT D Depiction of Lift Station



Property of Cook County Clerk's Office

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EXHIBIT D Old 96th Avenue Roadway



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Prepared by and after
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC
200 W. Adams, Ste. 2125
Chicago, IL 60606

TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the 16th day of November, 2021, by and between LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

RECITALS

WHEREAS, Grantor is the owner of record of certain real property located at 18100 S. 96th Avenue, 18050-94th Avenue and 17901-96th Avenue, each such address located in Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new sanitary sewer and water line and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon a portion of Grantor’s Property for temporarily located equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein as the agreement and understanding of the parties hereto.
2. Grant of Easements. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:

2.1 Temporary Construction Easement. A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached Exhibit B and B-1 respectively (the “*Construction Easement Area*”) and

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incorporated herein. Grantee may use the Construction Easement Area for the purposes of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right to cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached Exhibit C and C-1 respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Areas described above include the right to have Grantee's Group, which term is defined in Section 1.7 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

- 3. Grantee's Limited Rights.** Grantee's easement rights and use thereof shall not unreasonably interfere in any way with the proposed construction, development, operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
 - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
 - 3.3 Easements, or claims of easements, shown or not shown by the public records.
 - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
 - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
 - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive

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easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document 00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the Parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Rights. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over, under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to providing reasonable notice to Grantee and the reasonable requirements and consent of the Grantee.

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7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:
- 7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of Grantor's Property.
- 7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.
- 7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "Project") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.
- 7.4 Grantee shall, after the Project is substantially complete, which shall be on or before May 30, 2022 for the watermain installation and June 18, 2022 for the sewer installation, restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before June 30, 2022 for the watermain installation and July 18, 2022 for the sewer installation, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before June 30, 2022 or July 18, 2022, respectively, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.
- 7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.
- 7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.
- 7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.
- 7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee.

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All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to restoration, repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result or arise from or due to the granting of the Temporary Construction Easement or the Utility Easement.

8. Term of Easements.

8.1 Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) August 8, 2022 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

8.2 Utility Easement. The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, (i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

8.3 Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

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8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.
10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:
- 10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's Property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's Property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning Ordinance. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ROI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same location which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.
- 10.2 Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112 between Grantee and the Illinois Department of Transportation ("IDOT"), Grantee agrees to exercise its authority to and shall administer, control, construct, maintain and operate the vacated IDOT highway known as Old 96th Avenue, as shown on Exhibit D, to effectuate Grantor's use of the same for transportation purposes. Notwithstanding the above, the Village shall have no obligation to construct a roadway on Old 96th Avenue.
- 10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.

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- 10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's Property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.
- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179th Street, or at Chopin & 179th Street, should Grantor require one, that would be in conformance with Grantee's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of Grantor's Property including but not limited to the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "Indemnitees"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "Claim"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnitees) that Indemnitee or Indemnitees may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the "Grantee's Group"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's

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Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

13. Insurance.

13.1 **Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;

13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Medical Center ("LUMC") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.3 Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date before the start of any work on Grantor's Property. Trinity Health Corporation,

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LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

13.2 Requirements Related to Insurance.

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUMC and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUMC and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUMC and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.

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- 13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.
- 13.2.6 Waiver of Subrogation: The Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee in Section 13. to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Grantor, Architect, and all tiers of contractors, subcontractors or consultants engaged by them. The Grantee shall provide evidence of the insurance companies' waiver of subrogation and shall be provided to Grantor along with evidence of insurance. The Grantee will require of its Subcontractors, by appropriate written agreements, to obtain similar waivers each in favor of all parties enumerated in this section and obtain the same evidence of the insurance companies' of waiver of subrogation and maintain with the evidence of insurance.
14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.
15. Default.
- 15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for a Party's defaults, if any.
- 15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law, in equity, and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a Party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other Party shall have the right to apply to a court

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of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.
17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

All notices to Grantor shall be sent to:

Loyola University Health System
2160 South 1st Avenue
Maywood, IL 60153
Attention: General Counsel

With a Copy To:

Loyola Medicine
2160 South 1st Avenue
Maywood, IL 60153
Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60447
Attn: Village Clerk

With Copy To:

Kevin Kearney
Peterson Johnson & Murray, Chicago LLC
200 West Adams Street, Suite 2125
Chicago, IL 60606
kkearney@pjmchicago.com