

FINAL

AMENDED AND RESTATED
EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT ("Agreement") is made this 1st day of May, 1991, by and between ST. ANNE'S HOSPITAL WEST, INCORPORATED, an Illinois not for profit corporation ("Grantor"), and VENCOR, INCORPORATED, a Delaware corporation ("Grantee").

DEPT-01 RECORDING \$24.50
T41111 TRAN 5828 05/28/91 11:30:00
44641 A *-91-251511
COOK COUNTY RECORDER

RECITALS

A. Grantor is the record fee title owner of that certain parcel of real estate commonly known as 316 E. Morse Drive, Northlake, Illinois and legally described on Exhibit A attached hereto ("Grantor's Parcel").

B. Grantee is the record fee title owner of that certain parcel of real estate commonly known as 365 E. North Avenue, Northlake, Illinois and legally described on Exhibit B attached hereto ("Grantee's Parcel").

C. Grantor previously granted to Grantee's predecessor in title in Grantee's Parcel an easement over, across and upon that portion of Grantor's Parcel which is legally described on Exhibit C attached hereto ("Easement Area"), which grant was contained in a document recorded with the Cook County Recorder of Deeds on January 13, 1988 as Document Number 88019557 ("Original Easement").

D. Grantor and Grantee desire to affirm the grant of the Original Easement and to amend and restate the terms and conditions thereof, and also Grantee desires to receive, and Grantor desires to grant to Grantee, for the benefit of Grantee's Parcel, additional easements and rights over, across and upon the Easement Area for purposes of parking and ingress and egress, on the terms and conditions hereinafter set forth.

AGREEMENTS

NOW THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants are hereby made:

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1. Grant of Easement.

Grantor hereby grants, confirms, gives and conveys to Grantee, for the purposes stated in Section 2 below, an exclusive, perpetual easement over, across and upon the Easement Area. The easement described in this Agreement shall be referred to as the "Easement."

2. Purpose of Easement.

(a) The easement granted herein is for the purpose of constructing, maintaining, repairing, using, operating, removing and replacing parking facilities on the Easement Area ("Parking Improvements") for vehicular parking, and for vehicular and pedestrian ingress and egress across such Easement Area. In no event shall Grantee cause the Parking Improvements to interfere unreasonably with Grantor's right of access set forth in Section 3 below. All Parking Improvements shall be limited to such improvements as are necessary or desirable for the operation of ground level parking facilities.

(b) Without limiting the generality of subsection (a) above, Grantor hereby grants Grantee the right (but not the obligation) to demolish and remove the existing frame garage which is located partly on the Easement Area and partly on the Grantee's Parcel ("Garage-A") and any other improvements owned by Grantor and located within the Easement Area. Garage-A is shown on a survey prepared by National Survey Service, Inc., dated December 12, 1990, survey number 110073 ("Survey"). Not less than fourteen (14) days prior to commencing any such demolition work, Grantee shall deliver to Grantor written notice of Grantee's intention to perform such demolition work. If Grantee demolishes and removes Garage-A, then upon the completion of any such demolition and removal of Garage-A, Grantee shall regrade the area where Garage-A stood and cover such area with asphalt, concrete or other paving material appropriate for a parking lot. Any such demolition of Garage-A and paving shall be at Grantee's sole expense.

3. Rights Reserved to Grantor. Grantor reserves a right of automobile and pedestrian access across the Easement Area, so long as the exercise by Grantor of such right does not unreasonably interfere with Grantee's use of the Easement for the purposes herein granted. The foregoing right of access shall be for purposes of ingress and egress to and from that second frame garage currently located on Grantor's Parcel (as shown on the Survey) and Morse Drive ("Garage-B"). Without limiting the generality of the foregoing, Grantor shall not

erect any building, fence, structure or other improvements within the Easement Area.

4. Maintenance.

(a) Grantee agrees to keep and maintain the Easement Area in good condition and repair (excepting ordinary wear and tear and acts of Grantor and its employees, agents, representatives, tenants, invitees and licensees and excepting any obligation to repair or maintain Garage-A) ("Maintenance Work") as determined by Grantee in its reasonable judgment. Notwithstanding the foregoing, if Grantee determines that the cost of any Maintenance Work exceeds the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000) and the need for such Maintenance Work is not the direct and proximate result of the acts of Grantee or its employees, agents, representatives, tenants, invitees and licensees, then Grantee may (without obligation to do so) elect not to perform such Maintenance Work and to terminate this Agreement by delivering written notice of such termination to Grantor and recording a copy of such notice with the Cook County Recorder of Deeds. Upon any such termination of this Agreement, the Easement shall automatically be relinquished and neither party shall have any further rights, duties or obligations under this Agreement.

(b) If Grantee shall fail to perform any Maintenance Work as required hereunder, then Grantor may send Grantee written notice of such default. Grantee shall have thirty (30) days following its receipt of such notice to cure such default; provided, however, that if such default cannot reasonably be cured within said thirty (30) day period, then such thirty (30) day period shall be extended for so long as Grantee is diligently attempting to cure such default. If Grantee shall have failed to cure such default within the applicable cure period, then Grantor may, as its sole remedy, pay such Maintenance Costs and receive reimbursement from Grantee in an amount equal to such Maintenance Costs, within ten (10) days after Grantor's written demand for such reimbursement.

(c) If either Grantor or Grantee shall elect to perform snow removal services on all or part of the Easement Area, then such services shall be performed (notwithstanding anything contained in subsections (a) or (b) above to the contrary) at such party's sole expense and in a manner which does not unreasonably interfere with the other party's rights under this Agreement.

5. Insurance.

(a) Grantor shall procure and maintain, with insurance companies authorized to do business in the State of

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Illinois, general comprehensive liability insurance to insure against claims for bodily and personal injury, death and property damage, occurring in connection with the Easement Area and which shall name as "additional insureds" by specific endorsement, Grantee and any mortgagees of Grantee's Parcel as may be, from time to time, identified by Grantee in written notice to Grantor. The foregoing liability insurance shall afford a limit of not less than \$1,000,000 in respect to the injury or death of any single person, a limit of not less than \$1,000,000 in respect to property damage and a limit of not less than \$1,000,000 in respect to any one occurrence. Each such policy of liability insurance shall provide that it may be canceled or materially altered by the insurer only upon thirty (30) days prior written notice to Grantee and any other additional insureds thereunder. Within five (5) days after Grantee's written request therefor, Grantor shall deliver to Grantee duplicate copies of policies or certificates of insurance evidencing the insurance coverage required under this Section 5. From and after the fifth anniversary of the date of recording this Agreement, the liability policy limits set forth above shall be increased at a annual rate of five percent (5%), compounded annually, from such fifth anniversary through the date in question.

(b) The costs of the liability insurance required under this Section 5 shall be borne by Grantor; provided, however, that if Grantor's insurer ("Grantor's Insurer") determines (in its reasonable judgment) that any use by Grantee of the Easement Area, for any purposes other than ingress and egress, is the sole cause of an increase of \$500 or more in the annual "Incremental Cost" (as defined below) for any year during the term of this Agreement, then within ten (10) days after Grantor's written request therefor, Grantee shall elect either to (i) reimburse Grantor for the difference between (1) the actual annual premium cost of such liability insurance and (2) the amount which such liability insurance would have cost if Grantee did not use the Easement Area for such purposes other than ingress and egress (such difference being referred to herein as the "Incremental Cost"); (ii) procure, at its sole expense, the liability insurance coverage described in Section 5(a) above; or (iii) terminate this Agreement by delivering written notice of such termination to Grantor and recording a copy of such notice with the Cook County Recorder of Deeds. Upon any such termination of this Agreement, the Easement shall automatically be relinquished and neither party shall have any further rights, duties or obligations under this Agreement. If Grantee believes that the Incremental Cost has been improperly calculated by Grantor's Insurer, then the Grantee may (without obligation to do so) retain, at Grantee's expense, an independent insurance consultant ("Grantee's

Consultant") to calculate the Incremental Cost. If Grantee's Consultant and Grantor's Insurer cannot agree upon the Incremental Cost, then the Grantee's Consultant and the Grantor's Consultant shall jointly select a third independent insurance consultant (whose fees shall be split equally between Grantor and Grantee), whose determination of the Incremental Cost shall be conclusive and binding upon Grantor and Grantee.

6. Real Estate Taxes.

(a) Grantee shall use its reasonable efforts to seek and obtain a real estate tax partition, the effect of which would be to cause the Easement Area to become a separate real estate tax parcel ("Partition"). Grantor shall cooperate with, and join in, any applications or other proceedings for a Partition.

(b) Grantee shall be responsible for the payment of real estate taxes attributable to the Easement Area which accrue from and after the date of recording of this Agreement ("Easement Area Taxes"). If, prior to the effective date of a Partition, the Easement Area is part of a larger real estate tax parcel, then Easement Area Taxes shall be calculated based on the value of such parcel of land as unimproved (as determined by the County Assessor's most current records) and the then current tax rates and prorated on a square footage basis.

(c) Grantee shall have the right to contest any Easement Area Taxes in any manner specified under applicable law. Upon Grantor's written request, Grantee shall provide Grantor with evidence that any Easement Area Taxes to be paid by Grantee hereunder were paid or properly contested on or before the applicable due date thereof. If, on or before the applicable due date, Grantee shall fail to pay or properly contest any Easement Area Taxes which are to be paid by Grantee hereunder, then Grantor may, as its sole remedy, pay such Easement Area Taxes and receive reimbursement from Grantee in an amount equal to one hundred ten percent (110%) of such delinquent Easement Area Taxes.

(d) Easement Area Taxes for any partial period shall be prorated on a per diem basis.

7. Liens. If either Grantor or Grantee shall cause any mechanics' or other liens to attach to the Easement Area (the "Responsible Party"), then the other party (the "Non-Responsible Party") may (without obligation to do so) send such Responsible Party a written demand that such lien be released of record or insured-over (in form and from a company reasonably

satisfactory to such Non-Responsible Party) within thirty (30) days of such written demand. If such lien is not removed or insured-over as aforesaid within said thirty (30) day period, then the Non-Responsible Party shall have the right (but not the obligation) to satisfy or insure-over such lien and the reasonable costs of such satisfaction or insurance shall be paid by the Responsible Party to the Non-Responsible Party within ten (10) days after written demand therefor.

8. Succession. The Easement is an easement appurtenant under which the Grantee's Parcel is the dominant tenement and the Grantor's Parcel is the servient tenement. All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, Grantor's Parcel and Grantee's Parcel, respectively. Without limiting the generality of the foregoing, the term "Grantor" shall, at any given time, mean the then owner of Grantor's Parcel or any portion thereof and the term "Grantee" shall mean, at any given time, the then owner of Grantee's Parcel or any portion thereof.

9. Default Notice/Estoppel.

(a) If either Grantor or Grantee fail to make any payment owing under this Agreement within the applicable time periods set forth therein, then the non-defaulting party must record a notice of such non-payment with the Cook County Recorder of Deeds ("Default Notice") against the Grantor's Parcel or the Grantee's Parcel, as the case may be, within sixty (60) days following the due date of such payment, otherwise (subject to subsection (b) below) such claim for non-payment shall be invalid and unenforceable as against any bona fide purchaser for value or mortgagee of such Grantor's Parcel or Grantee's Parcel, as the case may be.

(b) At any time and from time to time, Grantor and Grantee shall, upon the request of the other party, execute and deliver within ten (10) days after such request, a written statement certifying that this Agreement is unmodified (or if there have been modifications, stating such modifications), and that there are no such defaults under this Agreement (or setting forth such defaults in detail), and making such other accurate certifications as the initiating party may reasonably request ("Estoppel Certificate"). In the event of any conflict between the terms of any Default Notice and the terms of any Estoppel Certificate, the terms of such Estoppel Certificate shall govern and control. If either Grantor or Grantee does not deliver an Estoppel Certificate to the initiating party within said ten (10) day period, then (notwithstanding anything

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contained to the contrary in any Default Notice) it shall be conclusively presumed that such initiating party is not in default under this Agreement.

10. Notice. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor:

St. Anne's Hospital West, Incorporated
c/o Ancilla Systems Incorporated
111 East Wacker Drive
Suite 1910
Chicago, Illinois 60601-4884

with a copy to:

Mr. Richard Sanders
Vedder, Price, Kaufman & Kammholz
222 N. LaSalle Street
Chicago, Illinois 60601-1003

If to Grantee:

Vencor, Incorporated
365 E. North Avenue
Northlake, Illinois 60164
Attention: Director

with a copy to:

Vencor, Incorporated
Suite 700
Brown & Williamson Tower
Louisville, Kentucky 40202
Attention: General Counsel

or to such other address or addressee as the Grantor or Grantee may from time to time specify in a notice given to the other party in the manner described above, which notice of change of address or addressee shall not be effective until a duplicate is recorded with the Cook County Recorder of Deeds.

11. Severability. If any of the grants, terms or provisions contained herein are found by a court of competent jurisdiction to be void, voidable, unenforceable or invalid

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that fact shall not affect the enforceability and validity of the remainder of the grants, terms and provisions contained herein; and this Agreement shall remain valid and enforceable with respect to such remaining grants, terms and provisions and shall be construed as though the void, voidable, unenforceable or invalid grants, terms and provisions were never included herein.

12. Governing Law. This Agreement shall be construed in accordance with the internal laws (without regard to the State's conflict of law rules) of the State of Illinois.

13. Grammatical Terms. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, or the singular or plural tenses, as the case may require, shall in all cases be assumed as though in each case fully expressed.

14. Captions and Headings. The captions and headings in this Agreement are for convenience only and do not in any way define, limit or modify the terms and provisions of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter contained herein.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

17. Limitation on Liability. Notwithstanding anything contained in this Agreement to the contrary, none of Grantor's or Grantee's respective covenants or agreements are made or intended as personal covenants or agreements by Grantor or Grantee, all personal liability being waived, and any damages or liability for breach of this Agreement by either Grantor or Grantee shall be collectible only out of Grantor's Parcel and Grantee's Parcel respectively.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

GRANTEE:

ST. ANNE'S HOSPITAL WEST,
INCORPORATED

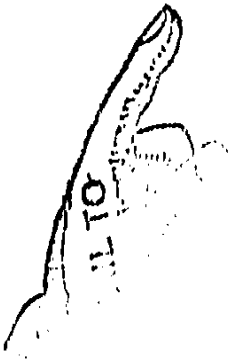
VENCOR, INCORPORATED

By: *[Signature]*
Its: *[Signature]*

By: *[Signature]*
Its: *[Signature]*

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN TO:

Richard S. Nikchevich
Hopkins & Sutter
Three First National Plaza
Suite 3800
Chicago, Illinois 60602



RETURN TO

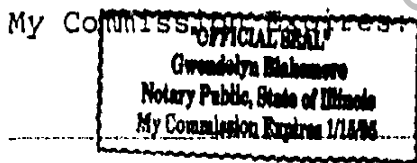
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STATE OF Illinois)
COUNTY OF Cook) SS.

I, Gwendolyn Blakemore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kathryn Johnson personally known to me to be the Secretary of ST. ANNE'S HOSPITAL WEST, INCORPORATED, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument pursuant to proper authority for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of May, 1991.

Gwendolyn Blakemore
Notary Public



STATE OF Kentucky)
COUNTY OF Jefferson) SS.

I, Pauline M. Franklin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James H. Colter personally known to me to be the Under Secretary of VENCOR, INCORPORATED, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument pursuant to proper authority for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of May, 1991.

Pauline M. Franklin
Notary Public

My Commission Expires:

1995

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EXHIBIT A

Grantor's Parcel

LOT 14 IN BLOCK 2, IN TOWN MANOR, A SUBDIVISION OF THE NORTH
100 ACRES OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH,
RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Street Address: 316 E Morse Drive, Northlake, Illinois

Permanent Index Numbers: 15-05-212-009

Property of Cook County Clerk's Office

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EXHIBIT B

Grantee's Parcel

LOTS 1, 2, 3, 4 AND 15 IN BLOCK 2, IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 165 E. North Avenue, Northlake, Illinois

Permanent Index Numbers: 15-05-212-001
15-05-212-002
15-05-212-003
15-05-212-004
15-05-212-008

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EXHIBIT C

Easement Area

A STRIP OF LAND VARIOUS WIDTHS OVER THAT PART OF LOT 14 IN BLOCK 2 IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 133.57 FEET TO THE NORTH WEST CORNER OF SAID LOT; THENCE NORTH 88 DEGREES 15 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 42.02 FEET TO A LINE 42.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 32.00 FEET; THENCE SOUTH 35 DEGREES 19 MINUTES 49 SECONDS WEST 20.76 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 85.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE SOUTH 88 DEGREES 15 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 30.01 FEET TO THE POINT OF BEGINNING OF THE STRIP OF LAND HEREIN DESCRIBED, IN COOK COUNTY, ILLINOIS.

Street Address: 316 E. Morse Drive, Northlake, Illinois

Permanent Index Numbers: 15-05-212-009

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