

FIRST AMENDMENT TO DECLARATION OF EASEMENT AND
RECIPROCAL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENT AND RECIPROCAL EASEMENT AGREEMENT for the University of Chicago Medical Center Site in the Village of Orland Park, Illinois (the “Amendment”) is made this ____ day of _____, 2025 by the Village of Orland Park, an Illinois home rule municipal corporation (the “Declarant” or the “Village”) and the University of Chicago Medical Center, an Illinois not-for-profit corporation (“UCMC”).

R-1 Declarant owns in fee simple the real estate designated as the “Submitted Real Estate,” as described on Exhibit A.

R-2 Declarant subjected the Submitted Real Estate to a certain Declaration of Easement and Reciprocal Easement dated August 17, 2015, recorded among the records of the Cook County Recorder of Deeds (the “Records”) on September 17, 2015 as Instrument Number 1526018043 (the “Declaration”).

R-3 Declarant and UCMC entered into a certain Ground Lease dated August 17, 2015 a memorandum of which is recorded among the Records on September 18, 2015 as Instrument Number 15261440008 (the “Ground Lease”).

R-4 Declarant now deems it desirable and in the best interests of all users of Submitted Real Estate from time to time to protect the value and the marketability of such Submitted Real Estate to amend and supplement the Declaration as set forth herein.

R-5 UCMC, having entered into the Ground Lease subsequent to the recordation of the Declaration, now has an interest in the Submitted Real Estate and also now deems it desirable and in the best interest to amend and supplement the Declaration as set forth herein.

R-6 Declarant has entered into a Redevelopment Agreement dated March 14, 2025 (“RDA”) with Edwards Realty, LLC (“Edwards”) which provides for the redevelopment of property adjacent to the Submitted Real Estate.

NOW THEREFORE, Declarant and UCMC hereby covenant and declare on behalf of themselves and their successors and assigns, that, from the date this Amendment is recorded, the Submitted Real Estate shall be subject to and encumbered by the provisions, obligations, terms and conditions of the Declaration as modified by this Amendment.

Section 1.1. Definitions. Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Declaration.

Section 2.1. Additional Rights and Obligations. The following is added to the Declaration as Section 4.2 of the Declaration:

Section 4.2 License Rights for Access to and Use of the Parking Lot by the Edwards Parcel H Parties as Declarant’s Permitted Users.

- (a) Declarant does hereby designate Edwards and the affiliate of Edwards who is the Owner of Parcel H in the Project, and to the tenants, occupants, customers or invitees of Parcel H in the Project (collectively, the "Edwards Parcel H Parties"), as Declarant's Permitted User and during the existence of the Ground Lease, a license for the right to park in the Parking Lot in all but seventy-five (75) of the surface parking spaces between the hours of 5:00 pm and 4:00 am on weekdays and all day on weekends and legal holidays, including vehicular and pedestrian access to all such walkways and driveways therein. Upon the written request of UCMC, Declarant shall cause the surface parking lot to be monitored during the hours from 4:00 a.m. to 5:00 p.m. on weekdays ("Exclusive Use Hours") to ensure that UCMC and its tenant, subtenants, guests, patients, employees and invitees have the exclusive use of the surface parking lot during Exclusive Use Hours. The seventy-five (75) parking spaces referenced hereinabove shall be for the exclusive use of UCMC, its tenants, subtenants, guests, patients, employees, and invitees during the hours of 5:00 p.m. to 4:00 a.m. Declarant shall indemnify, defend, and hold harmless UCMC, its successors and assigns, from and against any loss, claim, lawsuit or liability for property damage, personal injury or wrongful death arising from the use of the parking spaces other than if and to the extent caused by customers, employees and invitees of UCMC or UCMC's subtenants. Nothing herein will be construed to provide rights to the Edwards Parcel H Parties that are inconsistent with UCMC's rights or Declarant's rights in the Declaration.
- (b) The license rights provided hereinabove shall become effective as to only Parcel H in the Project and only upon Edwards' acquisition of record fee simple title to Parcel H in the Project. The Edwards Parcel H Parties' license for access to and use of the Parking Lot as set forth hereinabove shall be as Permitted Users of the Declarant and during the existence of the Ground Lease.

Section 3.1. Consent to Edwards' Parcel H Mortgage. UCMC and Declarant hereby consent to Edwards or an affiliate of Edwards granting any Mortgage encumbering only Parcel H of the Project (the "Edwards Parcel H Mortgage"). This consent to the Edwards Parcel H Mortgage is not and shall not be construed as being a consent by UCMC or Declarant to, or as permitting, any other Mortgage which would require UCMC's or Declarant's consent under and pursuant to the terms of Section 10.1 of the Declaration.

Section 4.1. General Provisions. Except as expressly set forth in this Amendment, nothing contained in this Amendment will be construed to amend or modify the Declaration or to provide any rights to Edwards or to the Edwards Parcel H Parties (or to any other Owner or Permitted User of any other Parcel in the Project) other than as only the Declarant's Permitted Users of the Parking Lot as set forth herein.

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WITNESS the following signature and seal.

DECLARANT

WITNESS:

The Village of Orland Park, an Illinois home
rule municipal corporation

By: _____,

Name: _____

Title: _____

STATE OF ILLINOIS,
COUNTY OF _____, to wit;

The undersigned, a notary public in and for the above state and county certifies that foregoing Declaration was acknowledged before me this _____ day of _____ 2025, by _____ known to me to be the _____ of the Village of Orland Park, and the same person whose name is subscribed as principal to the foregoing Amendment appeared before me in person and acknowledged and executed and delivered the foregoing document in his/her capacity as such _____ for the uses and purposes set forth therein.

Date: _____ (Affix Seal)

Notary Public

My commission expires: _____

WITNESS the following signature and seal.

UCMC:

WITNESS:

The University of Chicago Medical Center,
an Illinois not-for-profit corporation

By: _____,

Name: _____

Title: _____

STATE OF ILLINOIS,
COUNTY OF _____, to wit;

The undersigned, a notary public in and for the above state and county certifies that foregoing Declaration was acknowledged before me this _____ day of _____ 2025, by _____ known to me to be the _____ of the University of Chicago Medical Center, and the same person whose name is subscribed as principal to the foregoing Amendment appeared before me in person and acknowledged and executed and delivered the foregoing document in his/her capacity as such _____ for the uses and purposes set forth therein.

Date: _____ (Affix Seal)

Notary Public

My commission expires: _____

EXHIBIT A

SUBMITTED REAL ESTATE
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION
4 AND 275 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE SOUTH
87 DEGREES 59 MINUTES 26 SECONDS WEST, ALONG A LINE 50.00 FEET NORTH
OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4, SAID LINE ALSO
BEING THE NORTH LINE OF 143RD STREET, A DISTANCE OF 335.33 FEET TO A
POINT ON THE EAST LINE OF RAVINIA AVENUE AS DEDICATED PER
DOCUMENT 1322519095; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS
WEST, ALONG SAID EAST LINE, 300.00 FEET TO A POINT ON LINE 350.00 FEET
NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST
QUARTER OF SAID SECTION 4; THENCE NORTH 87 DEGREES 59 MINUTES 26
SECONDS EAST, ALONG SAID PARALLEL LINE, 280.38 FEET TO A POINT ON A
LINE PARALLEL WITH TO THE EAST LINE OF SAID SOUTHEAST QUARTER;
THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE
PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 152.78 FEET;
THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR
TO THE LAST COURSE, 192.43 FEET; THENCE SOUTH 01 DEGREES 34 MINUTES 53
SECONDS EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID
SOUTHEAST QUARTER, 10.50 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07
SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 77.52 FEET TO A
POINT ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF
SAID SECTION, SAID LINE ALSO BEING A WEST LINE OF PROPERTY CONVEYED
IN WARRANTY DEED RECORDED AS DOCUMENT 0021061786; THENCE
SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG WESTERLY,
NORTHWESTERLY AND NORTHERLY LINES OF SAID WARRANTY DEED FOR
THE NEXT FOUR COURSES (1) THENCE SOUTH 01 DEGREES 34 MINUTES 53
SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 406.27 FEET; (2) THENCE
SOUTH 43 DEGREES 12 MINUTES 17 SECONDS WEST, 38.33 FEET; (3) THENCE
SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, 188.01 FEET; (4) THENCE
SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, 7.00 FEET TO THE POINT OF
BEGINNING, IN COOK COUNTY, ILLINOIS

