

**DECLARATION OF EASEMENT AND RECIPROCAL EASEMENT
for the University of Chicago Medical Center
Site in the Village of Orland Park, Illinois**

THIS DECLARATION OF EASEMENT AND RECIPROCAL EASEMENT for the University of Chicago Medical Center Site in the Village of Orland Park, Illinois (the "Declaration") is made this _____ day of _____, 2015, by the Village of Orland Park, an Illinois home rule municipal corporation, (the "Declarant" or the "Village"), the mailing address of which is 14700 S. Ravinia Avenue, Orland Park, Illinois 60462.

RECITALS:

R-1 Declarant owns in fee simple the real estate designated as "Submitted Real Estate" as described on Exhibit A-1 hereto, and has decided to subject such real estate to covenants, restrictions, reservations, easements, servitudes, liens and charges, all of which are more particularly set forth herein.

R-2 Declarant shall enter into a certain Ground Lease (the "Ground Lease") whereby Declarant shall lease a portion of the Submitted Real Estate designated as the "Ground Leased Real Estate" as described on Exhibit A-2 hereto, to the University of Chicago Medical Center, an Illinois not-for-profit corporation ("UCMC") and UCMC has consented to subject the Ground Leased Real Estate to the covenants, restrictions, reservations, easements, servitudes, liens and charges hereof, all of which are more particularly set forth herein.

R-3 UCMC shall construct on the Ground Leased Real Estate, in its sole and absolute discretion but in accordance with the Ground Lease and that certain Development Agreement between Declarant and UCMC, a multi-story, multi-tenant ambulatory care center of approximately 120,000 gross square feet and four (4) floors with an associated drive through on the portion of the Ground Leased Real Estate as described on Exhibit A-3 hereto, (the "Facility").

R-4 On or before October 1, 2016, Declarant shall entitle and construct on the Ground Leased Real Estate a two hundred and seven (207) space surface parking lot on the portion of the Ground Leased Real Estate as described on Exhibit A-4 hereof.

R-5 On or before December 31, 2016, Declarant shall design as set forth in the Ground Lease (with the reasonable consent and approval of UCMC as to the design), entitle and construct at Declarant's sole cost and expense (except as provided in the Ground Lease and as otherwise hereinafter provided), on the portion of the Submitted Real Estate as described on Exhibit A-5 hereto an above-ground, multi-level structured parking deck containing at least five hundred thirteen (513) parking spaces, of which certain spaces shall be designated for UCMC's exclusive use as described herein below (the "Parking Deck") and certain other surface parking areas (the "Parking Areas"), roadways, fire lanes and driveways (the "Roadways") and common areas (the "Common Area") all as shown on Exhibit A-6 and herein below.

R-6 UCMC may, in UCMC's sole and absolute discretion, enter into a space lease with CVS Corporation, or other pharmacy, to lease an approximate 13,200 square foot portion of the first (1st) floor of the Facility, hereto (the "Space Lease"), and the tenant of the Space Lease shall be subject to the terms and conditions of this Declaration and of the Ground Lease.

R-7 Declarant deems it desirable and in the best interest of all users of real estate submitted to this Declaration from time to time to protect the value and the marketability of such real estate by providing for the development and use of such real estate in accordance with a common plan and the sharing of certain common facilities.

NOW, THEREFORE, Declarant hereby covenants and declares, on behalf of itself and its successors and assigns, that, from the date this Declaration is recorded, the real estate designated as Submitted Real Estate on Exhibit A-1 hereafter submitted by Declarant to the provisions of this Declaration shall be held, conveyed, acquired, and encumbered subject to the provisions, obligations, terms, and conditions of this Declaration, all of which shall run with the land and shall bind and inure to the benefit of all Persons who may own, lease or acquire any right, title, estate or interest in or to any of the Submitted Real Estate, or who may occupy or enter upon any portion of the Submitted Real Estate, subject to the right of Declarant and/or the Owners (as hereinafter defined) (when such Owners shall exist) to amend this Declaration from time to time in accordance with the provisions of amendment set forth herein.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein shall have the meanings specified for such terms below.

- (a) "Approved Budget" means the approved budget for Shared Costs.
- (b) "Cantilevered Deck" means those portions of the Parking Deck and related equipment and structures of the Parking Deck to be constructed by Declarant in the Cantilevered Deck Easement Area as part of the Parking Deck and other related improvements being constructed or to be constructed on Lot 5 (as hereinafter defined), over the future public street to be known as Jefferson Avenue Extension as shown on Exhibit A-1.
- (c) "Cantilevered Deck Easement" means an exclusive, perpetual easement to be located within the Cantilevered Deck Easement Area for the benefit of UCMC as to the upper most two (2) levels of the Parking Deck located in the Cantilevered Deck Easement Area to be created by the Declarant and UCMC by recordation of an amendment to this Declaration as recited in Article IV hereof.
- (d) "Cantilevered Deck Easement Area" means the aboveground portions of the Submitted Real Estate above, under and surrounding the Cantilevered Deck in the airspace above the ground identified and described on Exhibit A-6, as "Cantilevered Deck". The upper, lower and horizontal boundaries of the Cantilevered Deck Easement Area shall be later re-established.

(e) "Common Area" means all of the real property shown as Common Area on Exhibit A-6 and established further from time to time for the common benefit, use, and enjoyment of the Owners designed by Declarant in an amendment to this Declaration shall be developed by and at the sole cost and expense of Declarant.

(f) "Contracting Party" shall mean an Owner or its agent contracting for construction work on its Lot as described in Section 6.2 hereof.

(g) "Declarant" means the Village of Orland Park, an Illinois home rule municipal corporation, aka the "Village."

(h) "Declaration" means this Declaration of Easement and Reciprocal Easement for the University of Chicago Medical Center Site in the Village of Orland Park made by Declarant and recorded among the Land Records. The term "Declaration" shall include all amendments thereto and, except when the context clearly requires otherwise, all supplementary Declarations.

(i) "Developer Project" means the entitlements, design and construction of the improvements in the Project to be constructed by Declarant, including, but not limited to, the Parking Deck, the Parking Lot, the Parking Areas, the Common Area, the Roadways, the Storm Water Management Facility and the Utility Duct Banks.

(j) "Amended Declaration of Easement and Reciprocal Easement Agreement" means that certain Amended Declaration of Easement and Reciprocal Easement Agreement, the form of which is attached hereto as Exhibit E, to be entered into by Declarant and UCMC and recorded among the Land Records, if necessary, to amend this Declaration.

(k) "Easements" shall mean all of the easements to be created by Declarant and/or UCMC as set forth in this Declaration.

(l) "Facility" means the ambulatory care center and affiliated improvements to be constructed by UCMC and as described in Recital R-3 hereof and as further described on Exhibit A-3 hereto.

(m) "Final Plans" means all plans for the Developer Project as prepared by Declarant and as approved by UCMC.

(n) "Garage Easements" means the easements in the Parking Deck and Cantilevered Deck described in Section 4.1.

(o) "Gross Floor Area" means the floor area of the improvements on a Lot as shown on the final building plans and/or final site plans for a Lot as approved by the Village.

(p) "Ground Lease" means that certain Ground Lease between Declarant as Ground Lessor and UCMC as Ground Lessee dated as of August __, 2015, a memorandum of which is to be recorded among the Land Records for the property described on Exhibit A-2 thereof.

(q) "Ground Leased Real Estate" means the real estate to be subject to the Ground Lease as further described in Recital R-2 hereof and as further described in Exhibit A-2 hereof.

(r) "Land Records" means the records of the Cook County Recorder of Deeds, the jurisdiction in which the Project is located.

(s) "Lot" means a portion of the Submitted Real Estate, other than the Common Area, designated as a separate subdivided lot of record on a plat of subdivision, resubdivision or consolidation or boundary line adjustment recorded among the Land Records or any parcel of real estate held in separate ownership, and includes any improvements appurtenant to that real estate. The Common Area operating within the Submitted Real Estate shall be treated as a Lot. "Lot" shall also mean any of Lot 4 or Lot 5 or the Common Area, as the context may require.

(t) "Lot 4" means the "UCMC Parcel" identified as such and shown on Exhibit A-7.

(u) "Lot 5" means the "Parking Parcel" identified as such and shown on Exhibit A-7.

(v) "Mortgage" means any mortgage or deed of trust encumbering a Lot to secure an indebtedness.

(w) "Mortgagee" means any Person, other than a natural person or an Affiliate of an Owner (other than an Affiliate of an Owner that acquires title at a foreclosure sale or by deed in lieu of foreclosure so long as the Mortgage has not been released of record), holding a Mortgage. An "Affiliate of an Owner" means an entity that controls, is controlled by, or is under common control with an Owner.

(x) "Owner" means one or more Persons who own a Lot in fee simple or who own an interest in a Lot as ground lessee pursuant to a recorded ground lease, but does not mean a Person having an interest in a Lot solely as space lessee or as security for an obligation. "Owner" also means the natural person, partnership, corporation, municipal corporation, limited liability company or other legal entity in which title to any legal interest in a Lot is vested from time to time, as shown in the Land Records, and "Owners" means, collectively, the natural persons, partnerships, corporations, municipal corporations, limited liability companies or other legal entities in which title to any legal interest in each Lot, respectively, is vested from time to time, as shown in the Land Records. Once the Ground Lease is recorded in the Land Records, UCMC shall be the sole "Owner" hereunder of the Lots comprising the Ground Leased Real Estate.

(y) "Parking Areas" shall mean the parking areas required to be constructed by Declarant and shall exclude the Parking Deck and Parking Lot.

(z) "Parking Deck" means the multi-level Parking Deck to be developed by Declarant as a 513 space, multi-level parking deck described in Recital R-5 hereof.

(aa) "Parking Facilities" shall mean all of the Parking Areas, Parking Lot and Parking Deck.

(bb) "Parking Lot" means the 207 space surface parking lot which will be constructed by Declarant exclusively for the benefit of UCMC on the portion of the Submitted Real Estate shown on Exhibit A-4, pursuant to the terms of the Ground Lease and as described in subsection (b) of Recital R-3 hereof.

(cc) "Parking Lot Easement" means the right of Declarant to use 6 of the 213 surface parking spaces in the Parking Lot as designated by UCMC.

(dd) "Parking Lot Owner" means UCMC.

(ee) "Parking User" means the Permitted Users with rights to use the Parking Facilities hereunder.

(ff) "Pedestrian Easement" means the easement described in Section 3.1 hereof.

(gg) "Permitted Users" means Owners and their lessees, sublessees, invitees, agents, guests, licensees, employees, successors and assigns.

(hh) "Person" means a natural person, corporation, partnership, association, trust, limited liability company, municipal corporation, or other entity capable of holding title to real property or any combination thereof.

(ii) "Project" means that certain real estate development project located in Orland Park, Illinois, and commonly known as "Main Street Triangle", to which this Declaration applies.

(jj) "Property" means the Submitted Real Estate and any additional real estate which Declarant may submit to the Declaration and includes all improvements and appurtenances thereto.

(kk) "Proposed Budget" means the proposed budget for Shared Costs.

(ll) "Roadways" means the roadways, alleys, firelanes and turn lanes in the Project, whether public or private, to be constructed by Declarant, including but not limited to, Jefferson Avenue and frontage road between Jefferson Avenue and Ravina Avenue, access and turn in curb cuts to Jefferson Avenue and Ravina Avenue and 143rd Street, and accompanying sidewalks and street scape as further described in Recital R-5 hereof.

(mm) "Shared Costs" means all costs and expenses for maintenance and repair of the Parking Facility as set forth in Article IX hereof.

(nn) "Space Lease" means the space lease described in Recital R-4 hereof.

(oo) "Storm Water Management Easements" means the easements described in Article VII hereof on the Submitted Real Estate.

(pp) "Storm Water Management Facility" means any underground or surface facility for the management of storm water on the Lots, including but not limited to any and all storm drainage lines, facilities or equipment installed for the purposes of receiving, retaining, processing and conveying storm water through and across the Lots in the Storm Water Management Easements, as shown on Exhibit C.

(qq) "Submitted Real Estate" means the real property described in Recital R-1 hereof and as further described on Exhibit A-1 attached hereto and made a part hereof.

(rr) "Taxes" means real estate taxes and assessments levied or made by any government body or agency with respect to the Lots.

(ss) "Temporary Construction Easement" means the easements described in Section 6.2 hereof.

(tt) "UCMC" means The University of Chicago Medical Center, an Illinois not-for-profit corporation.

(uu) "Uninsured Owner" means as Owner as defined in Section 3.4(b) hereof.

(vv) "Upkeep" means cleaning, debris and snow removal, maintenance, repair, restoration, improvement, renovation, replacement and/or reconstruction, as further provided for in Section 4.3 hereof.

(ww) "Utilities" means any utility or similar service, whether public or private, including, without limitation, water, sewer, drainage, gas, electricity, steam, chilled water, power, telephone, data, fiber optics, television or cablevision.

(xx) "Utility Lines" means utility lines for any and all Utilities as described in Section 5.1.

(yy) "Utility Duct Banks" means one or more utility conduits or ducts and related equipment and facilities to be constructed and installed by Declarant for the purpose of providing all Utilities, including a means for communications, data networks, electricity, telephone, and fiber optic services or other similar networks and services between and among the buildings constructed on the Lots.

(zz) "Utility Duct Banks Easement" means an exclusive, perpetual, subsurface easement within the Utility Duct Banks Easement Area to be granted to the Owners of Lots 4 and 5.

(aaa) "Village" means the Village of Orland Park, Illinois, aka "Declarant."

ARTICLE II

OBLIGATION OF DECLARANT TO BUILD PARKING DECK, PARKING AREAS, ROADWAYS, AND COMMON AREAS

Section 2.1 Declarant's Obligation to Construct Certain Improvements. Having received adequate consideration therefore from UCMC, Declarant hereby agrees to design, entitle and construct at Declarant's sole cost and expense the Developer Project on the Submitted Real Estate. The Developer Project is to be completed by Declarant prior to December 31, 2016 and in accordance with the Development Agreement between Declarant and UCMC and in accordance with the Ground Lease. UCMC shall have reasonable rights to approve the Final Plans for the Developer Project. The construction and development of the Developer Project shall be done in compliance with all applicable federal and state statutes as well as all local codes and ordinances.

Section 2.2 Zoning. Declarant has provided or shall provide to UCMC all necessary zoning and land use entitlements for the use and occupancy of the entire Project, including the Facility and the Developer Project, prior to commencement of construction of any portion thereof.

ARTICLE III

PEDESTRIAN ACCESS

Section 3.1 Grant Pedestrian Access Easements through, to and from the Parking Facilities, Common Areas and Roadways. Subject to the provisions of this Article III and Article IV hereof, this Declaration hereby grants to all the Owners and their Permitted Users a perpetual and non-exclusive ingress-egress blanket easement through the Common Areas, Roadways (to the extent not public) and the Parking Facilities for purposes of pedestrian access. Declarant hereby reserves for each Owner, for itself, its successors and assigns, the right to convey additional rights to its portion of the Parking Facilities respectively not inconsistent with the rights hereby conveyed including, but not limited to any rights or obligations Declarant may give UCMC pursuant to the Ground Lease (the "Pedestrian Easement"); provided however, that no Owner may erect a fence or other structure in its portion of a Parking Facility that would materially impair pedestrian access thereto,

Section 3.2 Damage to the Parking Areas, Common Areas and Roadways. Notwithstanding anything to the contrary contained in this Declaration, in the event that any improvements in the Parking Facilities, Common Areas or Roadways (to the extent not public) are clearly and specifically damaged, dirtied or destroyed through the acts of an Owner or any of its Permitted Users (whether or not such act is negligent or otherwise culpable), ordinary wear and tear excepted, it shall be the obligation of the Owner who caused (or whose Permitted Users caused) the damage to repair, restore and replace the damaged improvements without cost to Declarant.

Section 3.3 Restrictions. Subject to the rights to perform maintenance, repair, restoration or replacement activities, or remedies related thereto, as provided in this Declaration, in a manner that mitigates the impact of the resulting loss of use of the Parking Facilities,

Common Areas and Roadways, the following restrictions shall apply to the Parking Facilities, Common Areas and Roadways:

(a) No act shall be performed by any Owner or its Permitted Users which would in any manner affect or jeopardize the free and continuous use and enjoyment of any other Owner or its Permitted Users in and to the Parking Facilities, Common Areas and Roadways, except as described herein or in the Ground Lease.

(b) Owners may, by unanimous written consent, agree to restrict the flow of pedestrians through the Parking Facilities.

(c) Use of the Parking Facilities, Common Areas and Roadways (to the extent not public) shall be subject to reasonable rules, restrictions and regulations as established from time to time by the Owners.

Section 3.4 Insurance.

(a) Each Owner shall, at its sole cost and expense, obtain, keep and maintain a policy or policies of commercial general liability insurance insuring such Owner and naming the other Owner(s) as an additional insured against liability for bodily injury, death and property damage relating to the use by such Owner, and or such Owner's Permitted Users of the Parking Facilities, Common Areas and Roadways in an amount or amounts to which the Owner, may agree from time to time but in no event less than \$3,000,000.00 combined single limit per occurrence. Upon request of an Owner, the other Owner(s) shall furnish to the requesting Owner reasonable evidence that the required insurance is being maintained by such Owner.

(b) In the event that an Owner fails to maintain the required insurance set forth above (the "Uninsured Owner"), or fails to provide any requesting Owner with reasonable evidence that such required insurance is being maintained by the Uninsured Owner, then immediately after sending written notice to the Uninsured Owner of its intent to do so, the other Owner(s) may at its discretion, obtain and keep insurance coverage as required of the Uninsured Owner, at the cost of the Uninsured Owner, and maintain such coverage until the Uninsured Owner shall provide evidence of insurance coverage as required above.

(c) Each Owner hereby waives any and all rights against the other Owner(s) for loss of or damage to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policy in force at the time of such loss or damage and such loss or damage has been paid by the insurance company. Each insuring Owner shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Declaration. In addition, each Owner shall obtain applicable waivers of rights of subrogation under any commercial general liability insurance policies obtained by such Owner.

ARTICLE IV PARKING DECK EASEMENTS AND CANTILEVED DECK EASEMENT

Section 4.1 Grant of Access and Use Easements for Parking Deck and Cantilevered Deck of Parking Deck. Declarant does hereby designate and create and grant to UCMC the Cantilevered Deck Easement in the Cantilevered Deck Easement Area above the surface of the area shown on Exhibit A-6. Declarant hereby grants to UCMC and UCMC's Permitted Users, free of charge except as set forth in this Declaration and the Ground Lease (a) perpetual and non-exclusive use and access easement of and to the Parking Deck and Cantilevered Deck (once constructed) during UCMC's business hours of the Facility (as the same shall be determined by UCMC from time to time) and (b) a perpetual and exclusive easement over one hundred seventy five (175) parking spaces to be located on the upper most two (2) levels of the Parking Deck, and the associated Cantilevered Deck in the Cantilevered Deck Easement Area, including vehicular and pedestrian access thereto through all stairways, elevators, walkways and driveways therein and thereto and use thereof during UCMC's business hours of the Facility (as the same shall be determined by UCMC from time to time) (together, the "Garage Easements"). UCMC may restrict access to the Garage Easement for UCMC's Permitted Users during UCMC's business hours at the Facility. Declarant reserves for itself, its successors and assigns, the right to convey additional rights to the third parties not inconsistent with the rights hereby conveyed; provided however, that Declarant may not erect a fence or other structure in its portion of Parking Deck that would materially impair pedestrian or vehicular access thereto by UCMC and/or UCMC's Permitted Users, except as set forth in the Ground Lease.

ARTICLE V UTILITY EASEMENT

Section 5.1 Utilities. For the benefit of the Owner of each Lot, and its respective Permitted Users, Declarant hereby grants blanket nonexclusive perpetual easements in, to, over, under, along and across every Lot in the Utility Duct Banks (the "Utility Duct Bank Easements") appurtenant to the Lots for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation and removal of all Utilities and utility lines, including but not limited to water, sewer, gas, drainage, steam, chilled water, power, electrical, telephone, data, fiber optics, television and communication lines ("Utility Lines") All Utilities and Utility Lines shall be underground in Utility Duct Banks located in the Utility Duct Bank Easements except:

- (i) ground mounted electrical transformers;
- (ii) as may be necessary during periods of construction, reconstruction, repair or temporary service;
- (iii) as may be required by governmental agencies having jurisdiction;
- (iv) fire hydrants; and
- (v) risers and spreaders in the Parking Deck.

Any Owner installing a Utility Line pursuant to the provisions of this Article V solely for its own use shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible, in a manner so as to minimize interference with any affected

Owner's use of its Lot and in compliance with the requirements of the appropriate governmental or quasi-governmental agencies having jurisdiction thereover. The Utility Duct Banks and surrounding easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility.

If the Owners use or install any common Utility Lines, all repairs, maintenance, replacement and other work thereon shall be performed by the Owner of the Lot upon which such common Utility Line is located. Each Owner served by the applicable common Utility Lines shall pay its proportionate share of the reasonable costs of such repair, maintenance, replacement and other work based upon the respective Gross Floor Areas of the buildings on such Lot within thirty (30) days after receipt of statements, which statements shall be made not more than once annually and shall be accompanied by reasonable documentation evidencing such costs.

Section 5.2 Other Uses. Any Owner shall have the right to use any easement area located on its Lot for any purpose not inconsistent with the easements created hereunder and shall create access to the Utility Lines located on its Lot from the Utility Duct Banks on its Lot if necessary.

Section 5.3 Submetering and Apportionment. In the event that it is requested by any of the Owners each Owner shall mutually cooperate to allow the submetering or apportionment of any utility service initially provided by a master meter for multiple buildings on the Lots.

ARTICLE VI COMMON AREA, DEVELOPMENT AND CONSTRUCTION EASEMENTS

Section 6.1 Common Area. The Common Area is hereby reserved for the sole and exclusive use of all Owners and their Permitted Users. The Common Area may be used for vehicular driving, and pedestrian traffic and such other purposes as are usual and customary for projects like the Project in the Chicago, Illinois metropolitan area unless otherwise specifically prohibited in this Agreement. The Common Area shall be maintained as provided for in the Article III and Article IX. Incidental temporary encroachments upon the Common Area may occur as a result of the use of construction equipment and materials in connection with the construction of improvements or the Lots, all of which are permitted under this Declaration so long as all activities requiring the use of such equipment and materials are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the Common Area and/or Lots of other Owners or with the normal operation of any business in the Project.

Section 6.2 Development and Construction Requirements.

(a) All work performed in the construction of any improvements in the Project shall be performed as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Project, or any part thereof, to or from any public right-of-way, (ii) vehicular parking in the Common Area and/or Lots of other Owners constructed in the Project, or (iii) the receiving of deliveries by any business in the Project. In addition, all work performed on such improvements shall not unreasonably interfere, obstruct or delay (x) construction work being performed on any other Lot, or (y) the use,

enjoyment or occupancy of any other Lot. Unless otherwise specifically stated herein, the Owner contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all signs and Common Area and/or other Lot improvements damaged or destroyed in the performance of such work.

(b) No Owner shall permit any mechanics', materialmen's or other professional services liens (as contrasted with consensual monetary liens such as construction and/or permanent financing) to stand against any other Lot or the fund utilized to pay for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above.

(c) Staging for the initial construction of the improvements located in the Project including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall (i) be located solely on the constructing Owner's Lot, or (ii) be limited to specific areas approved in writing by the Owners and recorded in the Land Records ("Temporary Construction Easements"). Each staging area in a Temporary Construction Easement on any Lot shall be located in such a way that it will not interfere with the use of the Common Area or any other Lot. The staging area for each Lot shall be located on that Lot unless the Owner of such Lot obtains the consent of the Owner on whose Lot it proposes to locate said staging area through a Temporary Construction easement. At the request of any Owner, any staging area for a Lot shall be enclosed by a safety fence. Upon completion of such work, the constructing Owner shall, at its expense, restore any damaged Common Area or other Lot to a condition equal to or better than that existing prior to commencement of such work.

ARTICLE VII STORM WATER EASEMENTS

Section 7.1 Creation, Use and Management of Storm Water Management Facility. For the benefit of each Owner and its Permitted Users, Declarant hereby grants and declares non-exclusive, perpetual, blanket easements, in, to, over, under, along and across each and every Lot for the construction, use and maintenance of any Storm Water Management Facility in accordance with the Storm Water Management Site Plan attached hereto as Exhibit C. Declarant shall have the obligation to construct the Storm Water Management Facility(ies) as is located on all Lot(s) and to coordinate the timing of entire construction, maintenance and "tie in" of its portion of the Storm Water Management Facility and each Owner shall maintain the stormwater facilities located on its respective Lot. The stormwater detention pond(s) serving the Storm Water Management Facility(ies) shall be of sufficient capacity to service all Lots within the subdivision, and any other areas it is intended to service, as shown on Exhibit C. Each Owner shall have the right and the obligation to use the entire Storm Water Management Facility and shall not do or permit to be done anything or place or permit to be placed any improvements, fill, debris, objects or obstructions in or upon any portion of the Storm Water Management Facility which would have a material adverse impact on the use thereof. Each Owner hereby agrees to (i) protect and preserve the Storm Water Management Facility, (ii) to maintain and repair the portion of the Storm Water Management Facility located on its Lot(s) at its own cost and expense, and (iii) to provide a means of access to that portion of the Storm Water Management

Facility located on its Lot(s) for emergency repairs as needed. Each Owner hereby agrees to hold the other Owner(s) harmless with regard to all claims, losses or damages which are directly or indirectly attributable to breach of the aforesaid covenants.

Section 7.2 Relocation of Storm Water Management System. Each Owner shall have the right, at its own cost and expense, to relocate any portion of the Storm Water Management System located on its own Lot(s), provided that:

- (i) such Owner provides written notice thereof to all other Owners, accompanied by a current survey showing the new location of the Storm Water Management Facility and detailed engineering drawings showing the design, capacity and materials to be used for the replacement Storm Water Management Facility (the "Replacement Facility");
- (ii) such Owner provides all other Owners with reasonable evidence of the approval of such relocation and of the engineering drawings for the Replacement Facility by all necessary authorities having jurisdiction thereof, without cost to the other Owners; and
- (iii) such Owner shall relocate, at its sole cost and expense, the Storm Water Management Facility (which shall comply with all applicable rules, regulations, ordinances, codes and other requirements established by all municipal authorities having jurisdiction thereof) to the location as shown on the aforesaid survey, which relocation shall be accomplished in a manner which shall assure the uninterrupted continuation of storm water service to the other Owners through the process of such relocation.

ARTICLE VIII INTENTIONALLY DELETED

ARTICLE IX DECLARANT'S OBLIGATIONS TO MAINTAIN AND OPERATE; BUDGET; OWNERS' OBLIGATIONS TO REIMBURSE

Section 9.1 Maintenance, Repair, Security and Restoration of Parking Facilities, Common Areas and Roadways. Except as set forth in the Ground Lease, Declarant shall perform all necessary and required maintenance, repair, restoration and replacement of and security for the Parking Facilities, Common Areas and Roadways. At the time Declarant shall desire to perform maintenance, repair, restoration or replacement of the Parking Facilities, Common Areas and/or Roadways (to the extent not public) it shall provide fifteen (15) business days' prior written notice to the other Owners of Declarant's intention. Such notice shall include a brief description of the work to be done and an estimate of the time necessary to complete such work.

Section 9.2 Operation of Parking Deck and Parking Areas. Except as set forth in the Ground Lease, Declarant shall operate and manage the Parking Deck and the Parking Areas at all times in accordance with this Declaration and shall use commercially reasonable efforts to operate and manage the Parking Deck and Parking Areas in a manner that protects the parking rights granted in this Declaration to all users thereof at standards, by custom and in practice similar to that performed for Class A public parking decks in the Chicago metropolitan area.

Section 9.3 Parking Facilities Maintenance. Declarant shall be responsible for procuring Upkeep and maintenance and repair of all Parking Facilities, except as set forth in the Ground Lease. Each Parking Facility shall be maintained and security therefore shall be provided in a manner and to a standard applicable to parking decks and lots that are part of first class medical and retail complexes in the Chicago metropolitan area. Such Upkeep and repair and maintenance shall include specifics to be agreed to by the parties in an Amendment to this Declaration on or before March 1, 2016, but shall not be limited to: (i) the maintenance, repair and resurfacing of all paved portions of the parking areas, entranceways, fire lanes and roadways to prevent the same from being unsightly or unlawful, including repairing all potholes and cracks, (ii) the maintenance, repair and re-striping of parking markers, directional lanes and traffic markers and signage as needed throughout the parking areas, entranceways, fire lanes and roadways, (iii) the prompt removal of all debris, snow and ice from the parking areas and pedestrian travelways of the Parking Facilities, (iv) keeping all Parking Facilities lighted, including cleaning the lighting fixtures and relamping as necessary, and (v) the prompt replacement of dead shrubs and other landscaping, as necessary, performing all weeding, pruning and fertilizing and maintaining any automatic sprinkler system. Such activity shall, to the extent possible, be scheduled to occur prior to or after normal business hours of the majority of the Permitted Users of the Parking Facilities affected by such activity. In no event shall the Owners do or permit to be done anything or place or permit to be placed any improvements, barricades, debris, objects or other obstructions on any portion of the parking areas which would have a material adverse impact on the utilization of the parking areas for their intended purpose except as permitted by this Declaration and/or the Ground Lease. All maintenance and repair and Roadway costs expended for the Parking Facilities are Shared Costs and are subject to proportional reimbursement according to Section 9.5 hereof. In addition, Declarant or its agents shall keep the Parking Facilities and all ramps, roadways, stairways and walkways ancillary thereto in good order and repair and shall make or cause to be made all structural, exterior and interior repairs and replacements necessary.

Section 9.4 Common Areas and Roadway Maintenance. Declarant shall procure all necessary maintenance and security to maintain the Common Areas and Roadways (to the extent not public), other areas leading to the Parking Facilities in a manner and to a standard applicable to commonal areas that are a part of first-class medical and retail complexes in the Chicago metropolitan area. This maintenance shall include specifics to be agreed to by the parties in an Amendment to this Declaration on or before March 1, 2016, but not be limited to: (i) the removal of all snow, ice, papers, debris and refuse from and periodically sweep all portions of these areas, (ii) the maintenance and replacement, if necessary, of any lights located in or around the Common Areas and Roadways (to the extent not public), and (iii) the prompt replacement of dead shrubs and other landscaping, as necessary, performing all weeding, pruning and fertilizing, and maintaining the automatic sprinkler system (if any) serving such landscaped areas adjacent to the Common Areas and Roadways. Declarant shall maintain comprehensive general liability insurance covering all Roadways (to the extent not public) and Common Areas for each occurrence in a general aggregate limit of not less than \$3,000,000, naming the respective owners and their respective mortgagees, if required, as additional insureds. All costs expended for the maintenance of the Common Areas are Shared Costs and are subject to proportional reimbursement according to Section 9.5 hereof.

Section 9.5 Shared Costs. Owners shall reimburse to Declarant percentages of the total Shared Costs incurred by Declarant for the Parking Facilities as mutually agreed to by parties. Owners shall reimburse to Declarant percentage of the total Shared Costs incurred for the Common Areas and the Roadways as mutually agreed to by parties.

Section 9.6 Budget. Declarant shall prepare and deliver to the Owners by November 1st of each year to occur during the term hereof, a proposed budget for Shared Costs for the subsequent calendar year setting forth in reasonable detail the anticipated costs of operating, maintaining, repairing and replacing, and security, as necessary, the Parking Facilities, Common Areas and Roadways (to the extent not public), or any portion thereof (the "Proposed Budget"). The Owners shall, within fifteen (15) business days of receipt thereof, approve or disapprove the Proposed Budget, provided that such approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Proposed Budget shall be deemed approved by the Owners unless one or more Owner provides written notice to Declarant setting forth the specific items objected to therein in which case such Proposed Budget shall be deemed approved as to all items other than those items specifically objected to (the "Approved Budget"). With respect to those items specifically objected to in a Proposed Budget, the amounts of such items shall be the amounts therefor in the Approved Budget for the preceding year until the dispute is resolved in accordance with Section 9.7 (b) hereof and if such item is not provided for in the Approved Budget for the previous calendar year, Declarant may incur costs and expenses for such items but shall not be entitled to reimbursement for such costs and expenses until the dispute is resolved in accordance with Section 9.7 (b) hereof. Declarant shall be entitled, without the further approval of the Owners to incur, and be entitled to reimbursement for, Shared Costs in excess of the Approved Budget for any calendar year provided that any such excess amounts does not exceed in the aggregate three percent (3%) of the Approved Budget for such calendar year.

Section 9.7 Manner of Reimbursement.

(a) The Owners' proportionate share of Shared Costs for each calendar year shall be paid in quarterly installments, on the first day of each calendar quarter, in advance, in an amount estimated by Declarant in accordance with the Approved Budget for such calendar year. Subsequent to the end of each calendar year, Declarant shall notify each of the Owners of its respective proportionate share of Shared Costs actually incurred for such calendar year. Declarant shall include in such notice a certification of the total Shared Costs by an independent certified public accountant, and such certification shall be deemed binding and conclusive as to the actual amount of the total Shared Costs. The fee for such certification shall be shared equally by Declarant and Owners. If the Shared Costs paid by Declarant for any calendar year as shown on such notice less the actual amount due from the Owners, the Owners shall pay to Declarant the difference between the amount paid by the Owners and the actual amount due, within thirty (30) days after receipt of such notice. If the total amount paid by the Owners for any calendar year shall exceed the actual amount due from the Owners for such calendar year, such excess shall be credited against the next payment of Shared Costs due from the Owners pursuant to this Section.

(b) Disputes. Any dispute between Declarant and the Owners concerning (i) the maintenance (as opposed to operations and use) of the Parking Facilities or Common Areas or Roadways, (ii) the approval of a Proposed Budget, or (iii) any Shared Costs, shall be subjected

to the Remedies Section 10.2 of this Declaration. If any Owner disapproves any Proposed Budget and the Owners are unable to resolve their disagreement prior to December 31 of the year prior to the year for which the Proposed Budget is applicable, such Owner shall continue to make payments based upon the Approved Budget for the preceding year for the items that are in dispute until the dispute is resolved and make payments in accordance with the Proposed Budget for the items that are not in dispute.

Section 9.8 Books and Records. Declarant will keep books and records reflecting the costs of operating, maintenance, security, lighting, repairs and repaving of the Parking Facilities, Common Areas and Roadways (to the extent not public), and maintenance of the required insurance, all as required in this Article IX and in accordance with generally accepted accounting principles and shall deliver to the respective Owners together with a demand for payment (which demand for payment shall not be made any less frequently than annually and shall not be made any more frequently than bi-annually), a statement of the costs incurred during the period covered by such statement, together with reasonable supporting documentation for the calculation of each Owner's share of such costs. Each respective Owner or its agents or accounting firm shall have the right to inspect such books and records upon reasonable notice to Declarant, and Declarant shall make such books and records available to the Owner.

ARTICLE X GENERAL PROVISIONS

Section 10.1 Mortgagee Protection. Neither Declarant nor any Owner may enter into a Mortgage on all or any portion of the Project, without the prior written consent of all other Owners, which consent may be withheld for any reason in such parties' respective discretion. In the event a Mortgage shall be placed on all or any portion of the Project, in accordance with the prior sentence hereof, the following terms and conditions shall apply: No violation of this Declaration by, or enforcement of this Declaration against an Owner, including an action of foreclosure of any lien for unpaid obligations hereunder, shall impair, defeat, eliminate or render invalid the lien against any of the Lot or any portion thereof or interest therein of any Mortgage, or other security instrument given in good faith and for value to an entity not affiliated with the respective Owner, but this Declaration shall, subject to the following sentence, be enforceable against any Owner who has acquired its title by foreclosure, trustee's sale, voluntary conveyance in lieu of foreclosure or otherwise. No mortgagee or beneficiary under any Mortgage shall be personally liable for the payment of any obligations under this Declaration against the Lots to which its lien applies, except those obligations accruing after such mortgagee or beneficiary obtains title to such Lots by foreclosure, trustee's sale, voluntary conveyance in lieu of foreclosure or otherwise. All liens for unpaid obligations under this Declaration shall be subordinate to the lien of any Mortgage against the applicable Lot, and each mortgagee or beneficiary under a Mortgage who obtains title to such Lot, and any purchaser at a foreclosure sale under such Mortgage, shall take title to such Lot free and clear of any claims for unpaid obligations and liens therefore that accrued prior to such acquisition of title. Any such foreclosure, sale or voluntary sale in lieu of foreclosure shall extinguish such liens, but such mortgagee or beneficiary or such purchaser who so acquires title shall be liable for obligations accruing under this Declaration after the date of such sale. Except as provided above, (a) the rights, obligations, privileges and easements of the Owners arising under this Declaration with respect to the other Owners and the Lots shall in all events be superior and senior to any lien

placed upon any Lot, including the lien of any Mortgage, and (b) any amendments or modifications of this Declaration, whenever made, shall be deemed superior and senior to any and all liens, including the lien of any Mortgage, the same as if such amendments or modifications had been executed concurrently herewith.

Section 10.2 Remedies. Except as otherwise provided for in this Declaration, in the event of any breach of any covenant, term, condition or agreement contained herein, the non-breaching Owner and/or Declarant shall notify in writing the breaching Owner and/or Declarant of such breach, and the breaching Owner and/or Declarant shall cure such breach within thirty (30) days of the receipt of written notice, or if such breach is not reasonably capable of being cured within such thirty (30) day period, then such failure shall not constitute a breach of this Declaration so long as the breaching Owner and/or Declarant commences the cure of such breach within such thirty (30) day period and diligently prosecutes such cure to completion within sixty (60) days after written notice from the non-breaching Owner and/or Declarant. If the breaching Owner and/or Declarant fails to cure such breach as provided in this Section 10.2, the non-breaching Owner and/or Declarant shall have, in addition to any remedies specifically provided for in this Declaration, all of the rights and remedies, both legal and equitable, under applicable laws and regulations, and may proceed by appropriate court action (legal or equitable) to enforce the terms hereof and to seek any remedy provided by law or equity, including without limitation, damages, specific performance, injunctive relief, the rights to perform such obligation on behalf of the breaching Owner and/or Declarant through self-help with reimbursement of documented third party expenses on demand and/or declaratory relief. To the extent permitted by applicable laws and regulations, each and every right and remedy shall be cumulative and shall be in addition to every other right and remedy herein given or now or hereafter existing at law, in equity, or by statute, and each and every right and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the non-breaching Owner and/or Declarant, and the exercise or the beginning of the exercise of any right or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right or remedy. No delay or omission by the non-breaching Owner and/or Declarant in the exercise of any right or remedy or in the pursuit of any remedy shall impair any such right or remedy or be construed to be a waiver of any breach on the part of the breaching Owner and/or Declarant or be an acquiescence thereof. No express or implied waiver by any non-breaching Owner and/or Declarant shall in any way be, or be construed to be a waiver of any future or subsequent breach.

Section 10.3 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

Section 10.4 Notice.

(a) **Addresses**. Any notice provided for by this Declaration shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a private contract carrier, in a properly sealed envelope, postage prepaid, and addressed to the party for which such notice is intended at such party's address as set forth below:

DECLARANT:

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attn: Village Manager

and to:

Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attn: John C. Mehalek

and to:

Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462
Attn: E. Kenneth Friker, Esq. and
Thomas Bayer, Esq.

UCMC:

University of Chicago Medical Center
MC1000 S-115
5841 S. Maryland Avenue
Chicago, Illinois 60637-1470
Attn: Sharon O'Keefe, President

and to:

University of Chicago Medical Center
MC 0953 Room 418
850 East 58th Street
Chicago, Illinois 60639
Attn: Vice President, Facilities Planning,
Design and Construction

and to:

University of Chicago Medical Center
MC 1132
5841 S. Maryland Avenue
Chicago, Illinois 60637-1470
Attn: Vice President and General Counsel

and to:

Patrick Brady, Esq.
McGuireWoods, LLC
77 West Wacker Drive, Suite 4100
Chicago, Illinois 60601-1818
Email: pbrady@mcguirewoods.com

(b) Change of Addresses. Any address or name specified above may be changed and any address of a new Owner may be added by a written notice given by the addressee in accordance with the terms hereof.

(c) Effective Date of Notice. Any notice shall be deemed given and effective as of the date of personal delivery or delivery by private contract carrier or on the second business day after mailing U.S. certified or registered mail, return receipt requested, as the case may be. The inability to deliver because of a changed address of which no notice was given, rejection or any refusal to accept any notice, shall be deemed to be the receipt of the notice, as of the date of such inability to deliver, rejection or refusal to accept.

(d) Notice to Lenders. If any Lot is subject to a first Mortgage for the benefit of a third-party institutional lender pursuant to Section 10.1 hereof, the Owner of said Lot shall provide the other Owners with notice thereof, specifying the name and mailing address of said lender. After receipt of such notice, the receiving Owner shall send a copy of any notice given by it hereunder to said lender at said address, or at such other address as said lender may thereafter provide to it in the manner specified herein. If said notice is of an assessment or of a default hereunder, and if the defaulting Owner does not pay or cure the same within the period herein provided for the payment of cure thereof, said lender shall have the right, but not the obligation, at its option, to pay said assessment or cure said default within thirty (30) days after expiration of the offending Owner's cure period, provided that such default does not constitute imminent danger to person or property.

Section 10.5 General.

(a) Enforcement/Non-Waiver. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Owner to enforce any covenant or lien herein contained shall in no event be deemed a waiver of the right to do so thereafter. No waiver of any right should be implied from any omission by another Owner to take action with respect to such default if such default continues or is repeated. One or more waivers of any default in the performance of any term, provision or covenant of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term provision or covenant, or any other term, provision or covenant of the Declaration.

(b) Heirs, Successors and Assigns. This Declaration and the terms, covenants, obligations and conditions shall bind and inure to the benefit of Declarant, the Owners and their respective heirs, executors, personal representatives, successors and assigns. In the event of any sale, assignment, grant, release or other conveyance or transfer of the interest of Declarant or an Owner in its Lot, the transferor shall be released from any and all further liability from or in connection with any term, covenant or condition under this Declaration, and the transferee shall be deemed, by reason of its acceptance of transfer, to have assumed and covenanted to perform and be bound by all such terms, covenants and conditions. The foregoing notwithstanding, in the event that Declarant shall cease to be an Owner, Declarant shall not be released from the obligations set forth in this Declaration to be performed by Declarant and all such obligations shall remain the obligations of Declarant and Declarant's successor and assigns following the transfer of Declarant's current interests in the Project to a new Owner. In the event of the making of any Mortgage by any Owner with respect to its interest in its Lot or any portion thereof, the holder of any such mortgage or deed of trust shall take its interest subject and subordinate to this Declaration provided that nothing in this Declaration contained shall be deemed to make the holder of such Mortgage liable for the performance of any term, covenant or condition of this

Declaration to be performed by such Owner, but if and when (i) fee simple title or a ground lease interest to such interest in the Lot or any portion thereof becomes vested in anyone other than such Owner thereof or (ii) anyone other than such Owner thereof acquires possession or control of such interest in the Lot or any portion thereof as a result of a default under said Mortgage, then such person shall become liable for the performance of any such terms, covenants or conditions.

(c) Governing Law. This Declaration shall be construed and governed in accordance with the laws of the State of Illinois.

(d) Certification. From time to time, as reasonably requested, upon fifteen (15) days' prior written notice, an Owner shall execute, acknowledge and deliver to the requesting Owner a written statement certifying to the best of such Owner's knowledge without investigating to any matter relating to or arising from the obligations, rights, responsibilities and conditions set forth in this Declaration as the requesting Owner may reasonably request.

(e) Written Modification. No change or modification of this Declaration shall be valid unless in writing signed by all the Owners of the Lots recorded in the Land Records of Cook County, Illinois, and no purported or alleged waiver of any provision hereof shall be valid or effective unless in a writing signed by the party against whom it is sought to be enforced.

(f) No Partnership. Nothing contained in this Declaration nor any act of the Owners shall be deemed or construed by any party, Owner or by any third person to create the relationship of principal and agent, of partnership, of joint venturer, or of any association between the Owners or parties, nor shall anything contained in this Declaration nor any act of the parties or Owners be construed to render any of the parties or Owners liable for the debts or obligations of the others.

(g) No Merger. The provisions of this Declaration shall not be deemed to be merged into any deed for any Lot executed and delivered by Declarant to any third party Owner and shall survive such closing and recordation thereof.

(h) No Third Party Beneficiaries. The sole beneficiaries of this Declaration are Declarant and the Owners and this Declaration is not intended to confer any benefits or rights upon Persons, including, without limitation, any governmental authority other than the parties hereto and Declarant as specifically set forth herein, the Owners and their permitted successors and assigns.

(i) Covenants Running with the Property. The terms, covenants, agreements, promises and obligations set forth in this Declaration shall be construed as both covenants and conditions and shall run with the land and shall be binding upon, inure to the benefit of and be affirmatively enforceable by and against the Parties hereto, Declarant the Owners, the Project and any grantee, personal representative, heir, successor and assigns of such parties, Declarant and Owners and shall continue to be easements, servitudes, charges and encumbrances appertaining to and upon, the covenants benefiting, binding and running with the Property, buildings and improvements located on the Property. No person or entity, other than Declarant, shall be bound by the provisions of this Declaration when it no longer possesses any interest in

the Project (or any one of them) or improvements located thereon excepting with regard to any outstanding breach of any term of this Declaration committed by such person or entity.

(j) Term and Amendment. The term of this Declaration shall commence on the date of execution hereof and shall continue in perpetuity unless terminated by all then Owners of the Property. The provisions of this Declaration shall be amended in whole or in part, or terminated only by a recorded instrument executed by all the then Owners of the Property.

(k) No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Lots to the general public or for any public purposes whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

(l) Priority. Without in any manner limiting the generality of the foregoing provisions of this Declaration, this Declaration is intended to be and shall be superior and prior in lien to any and all mortgage or deed of trust liens and other liens and encumbrances hereafter imposed on the Lots or any portion thereof.

(m) Further Documentation. In the event that this Declaration and/or any of Declarant's covenants, agreements and warrants granting or covenanting, agreeing and warranting to grant the Easements set forth in this Declaration from time to time require amendment or additional documentation, Declarant and UCMC shall mutually agree to such amendment and additional documentation and record the same in the Land Records using an Amended Declaration of Easement and Reciprocal Easement Agreement(s) similar in form to Exhibit E hereto which shall be executed and recorded without further consideration to Declarant, sufficient and adequate consideration therefor having been received by Declarant.

(n) The President and Clerk of the Declarant hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Declarant shall, upon request, deliver to UCMC copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the Declarant.

(Remainder of Page Intentionally Left Blank)

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 _____ 2015, 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 Declaration 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: _____

[Acknowledged and
Agreed:

University of Chicago Medical Center, a

By: _____
Name: _____
Title: _____]

EXHIBIT A-1

SUBMITTED REAL ESTATE BY
DECLARANT

Legal Description and Plat for 4.6 acres located within the Main Street Triangle at the northwest corner of LaGrange Road and 143rd Street, Orland Park, Illinois on which the Parking Deck, the Facility, the Lot and other amenities will be built as follows:

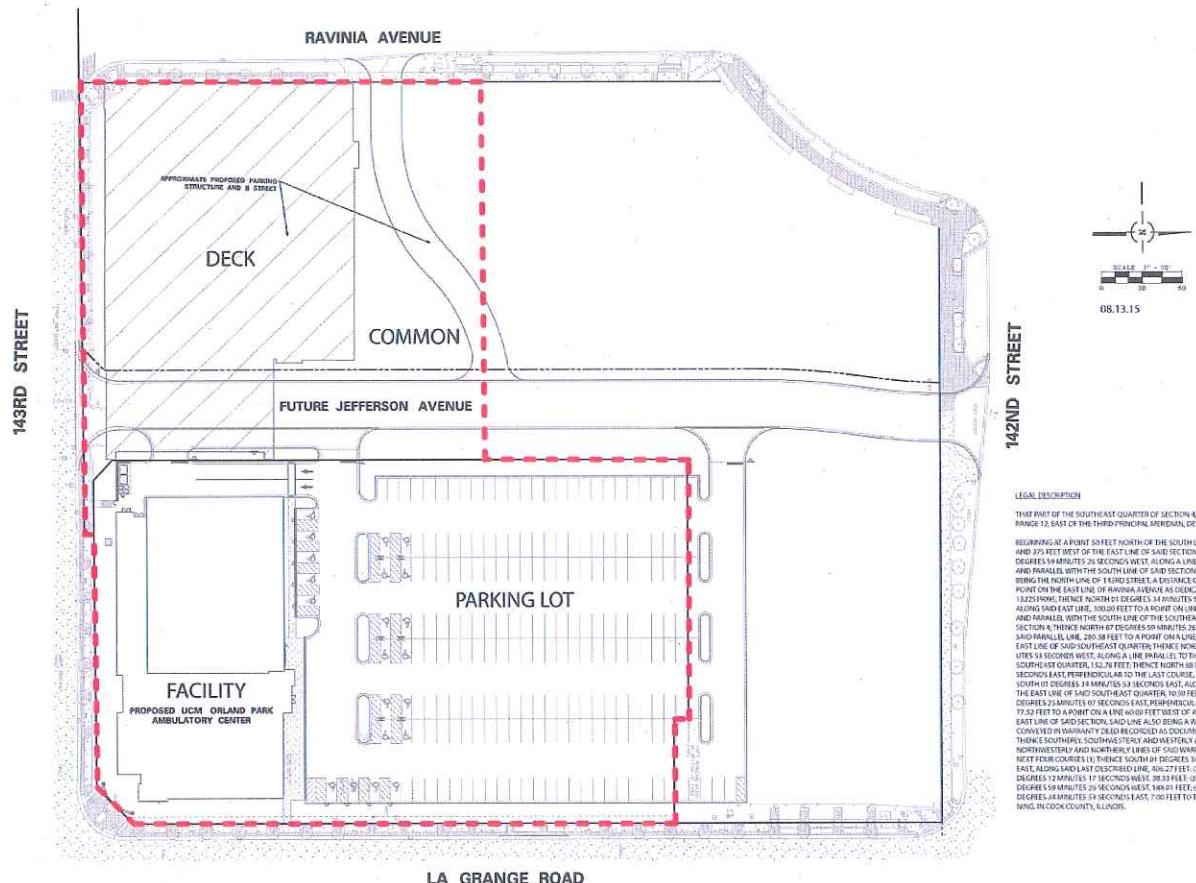


EXHIBIT A-2

SUBMITTED GROUND LEASED REAL ESTATE

Legal Description for Ground Leased Real Estate Leased to UCMC pursuant to the Ground Lease as follows:

Legal Description of the Land

UCMC PARCEL DESCRIPTION:

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

COMMENCING 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 NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE 275.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, 7.00 FEET TO A POINT ON A LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.94 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 03 SECONDS WEST, 20.44 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 431.79 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 THREE 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 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 4 IN MAIN STREET TRIANGLE PHASE 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-3

SUBMITTED GROUND LEASED REAL ESTATE PLAT
ON WHICH THE FACILITY MAY BE BUILT

Location of the Facility on Ground Leased Real Estate as follows:

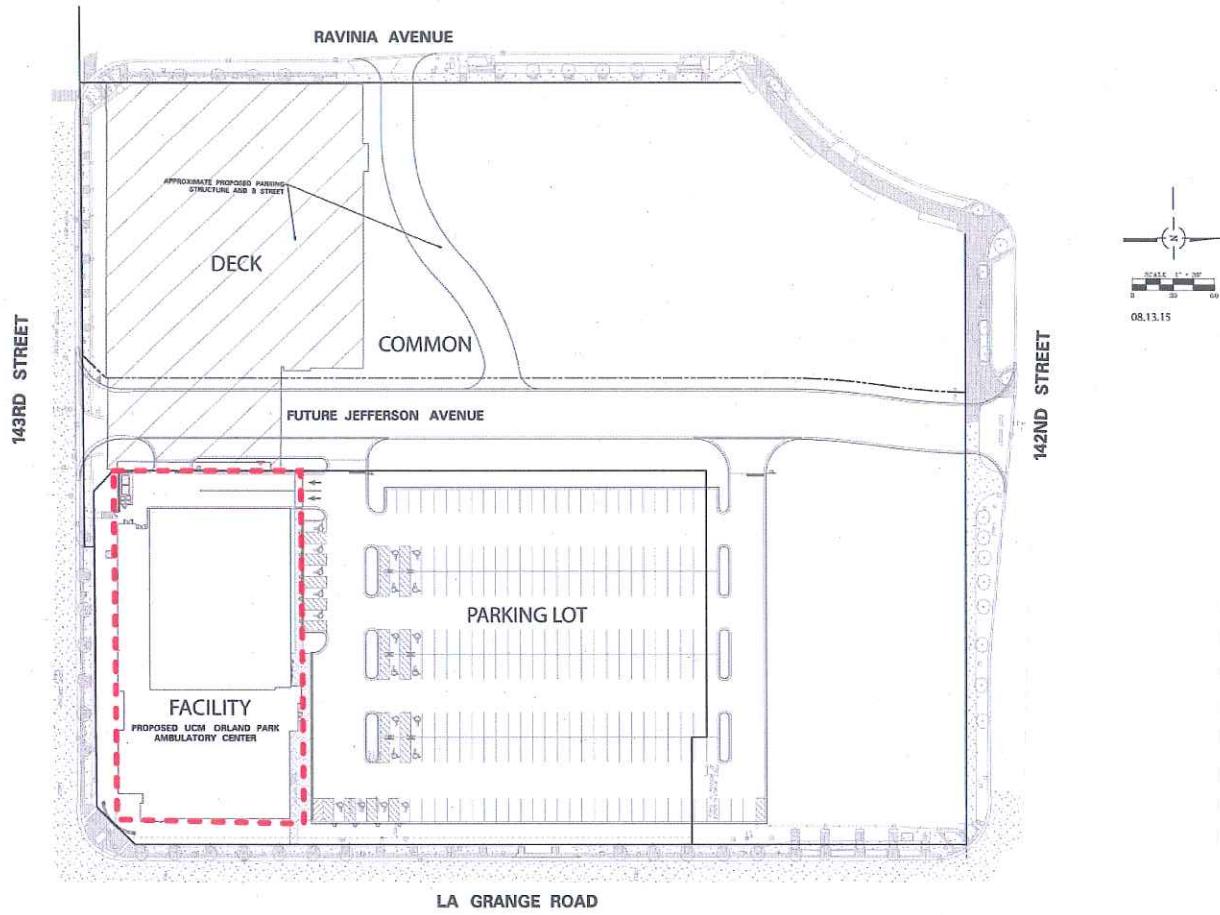


EXHIBIT A-4

SUBMITTED GROUND LEASE REAL ESTATE PLAT ON
WHICH PARKING LOT MAY BE BUILT

Location of Parking Lot on Ground Leased Real Estate as follows:

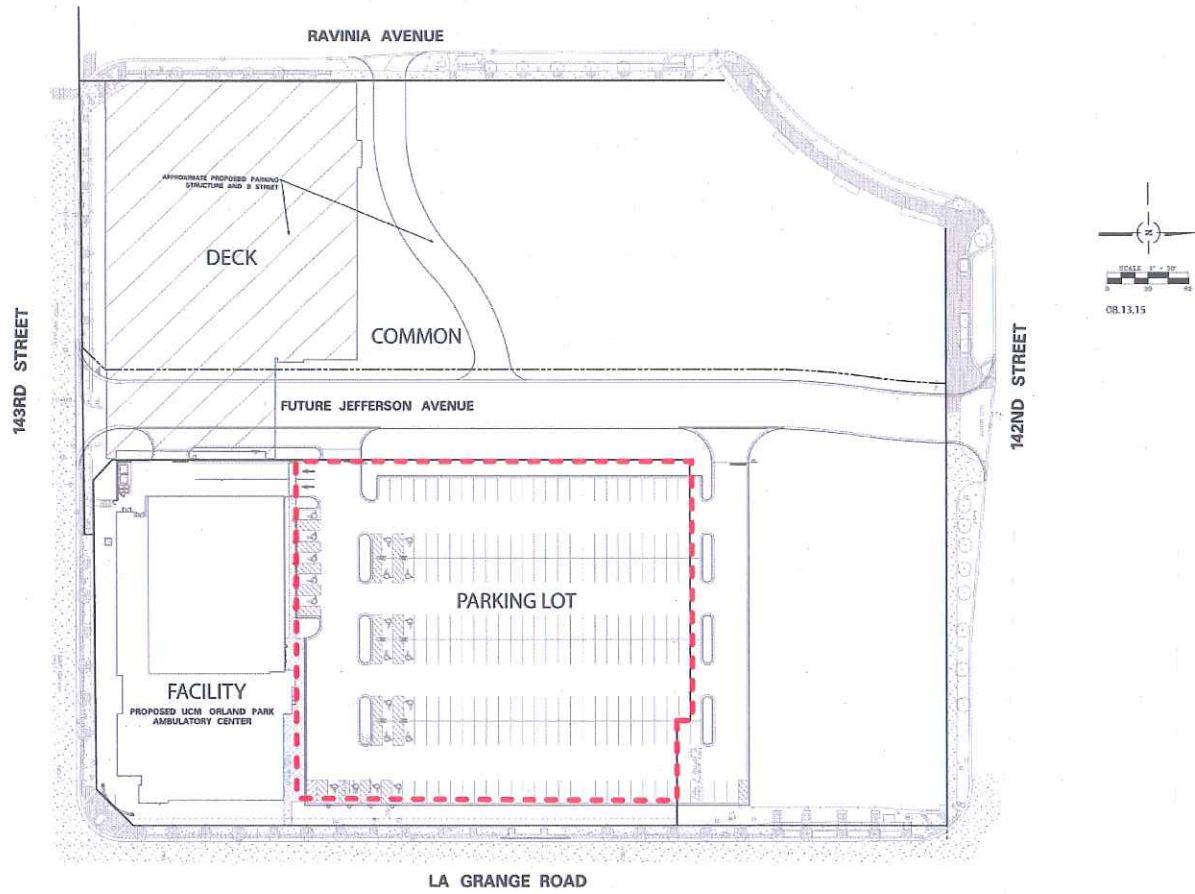


EXHIBIT A-5

LOCATION OF PARKING DECK AND
CANTILEVERED DECK ON SUBMITTED REAL ESTATE

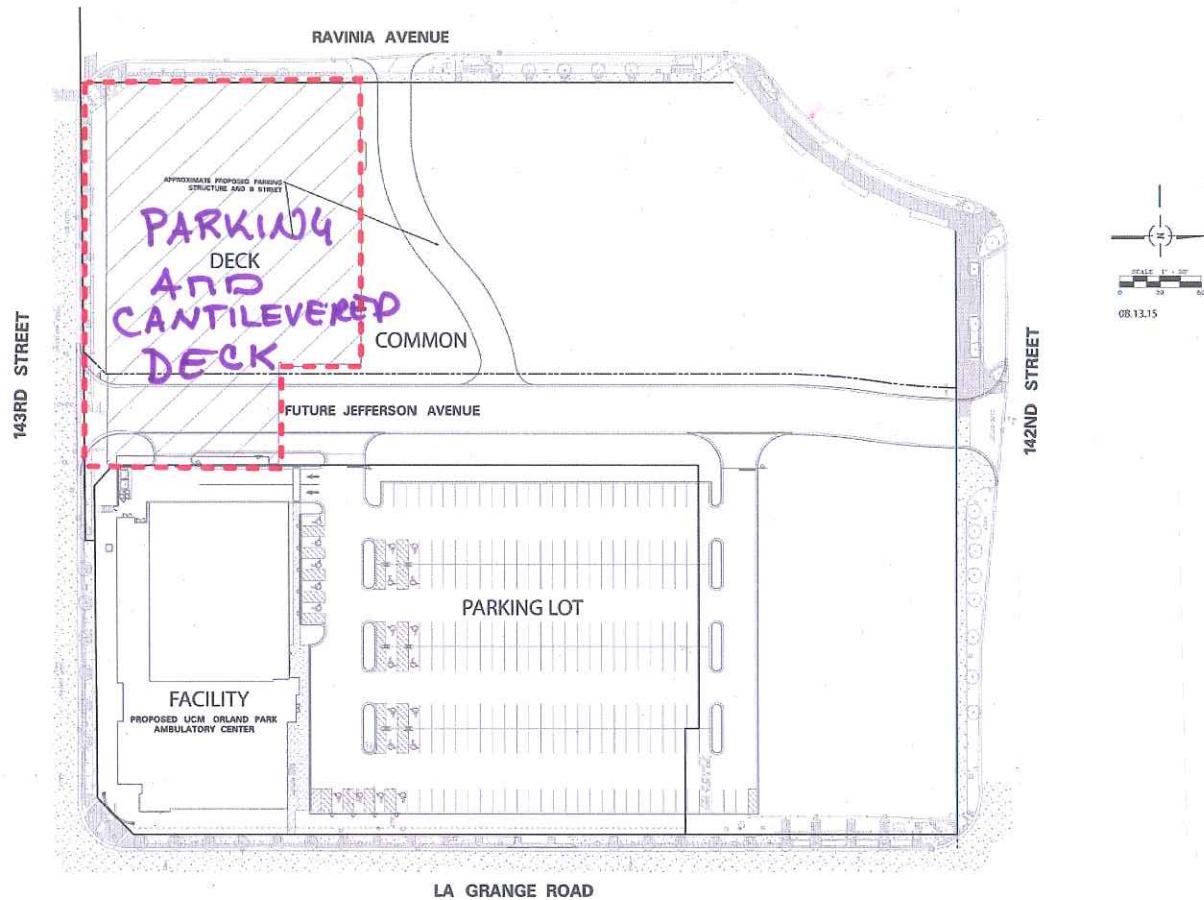


EXHIBIT A-6

SUBMITTED PLAT SHOWING LOCATION OF PARKING LOT
PARKING DECK, CANTILEVERED DECK, ROADWAYS,
PARKING AREAS, AND COMMON AREAS

The Parking Lot, Parking Deck, Cantilevered Deck, Roadways, Parking Areas, and Common Areas shall be located as follows:

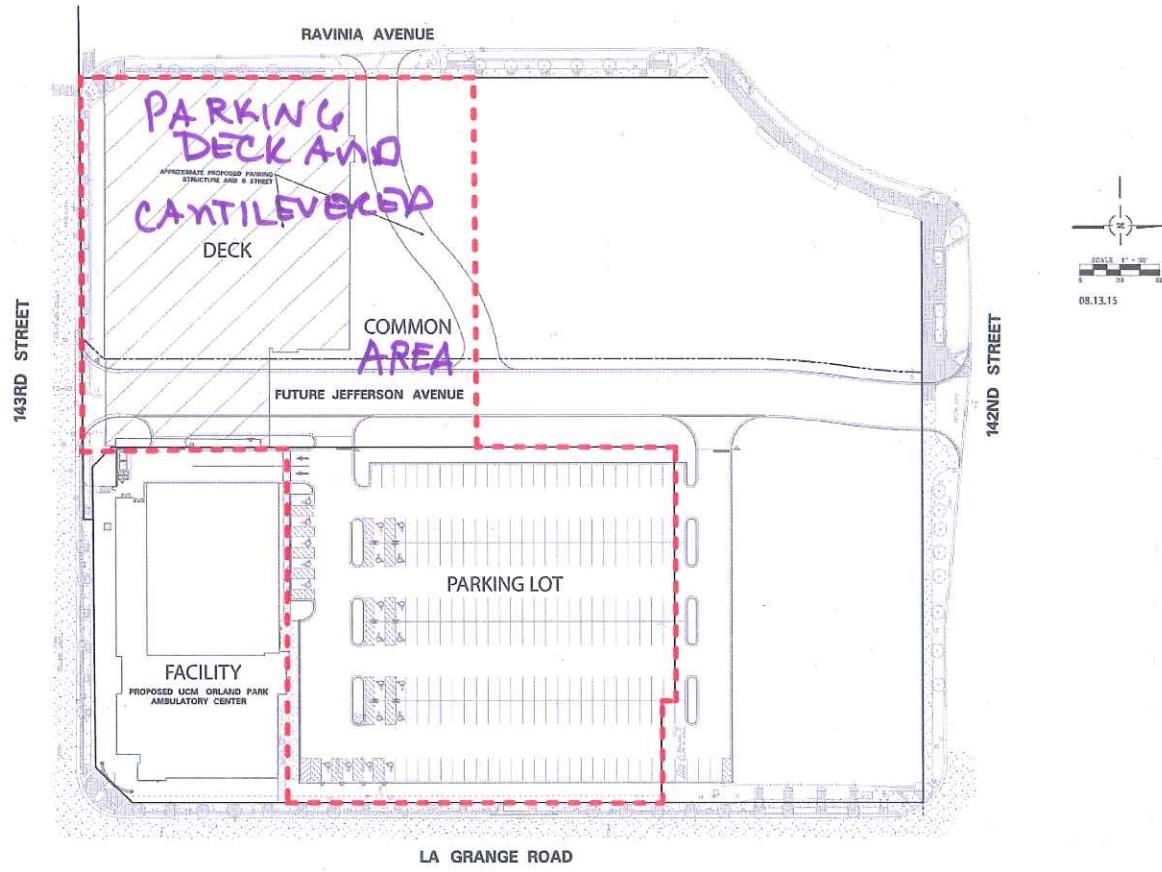


EXHIBIT A-7

EXHIBIT SHOWING LOTS 4 & 5

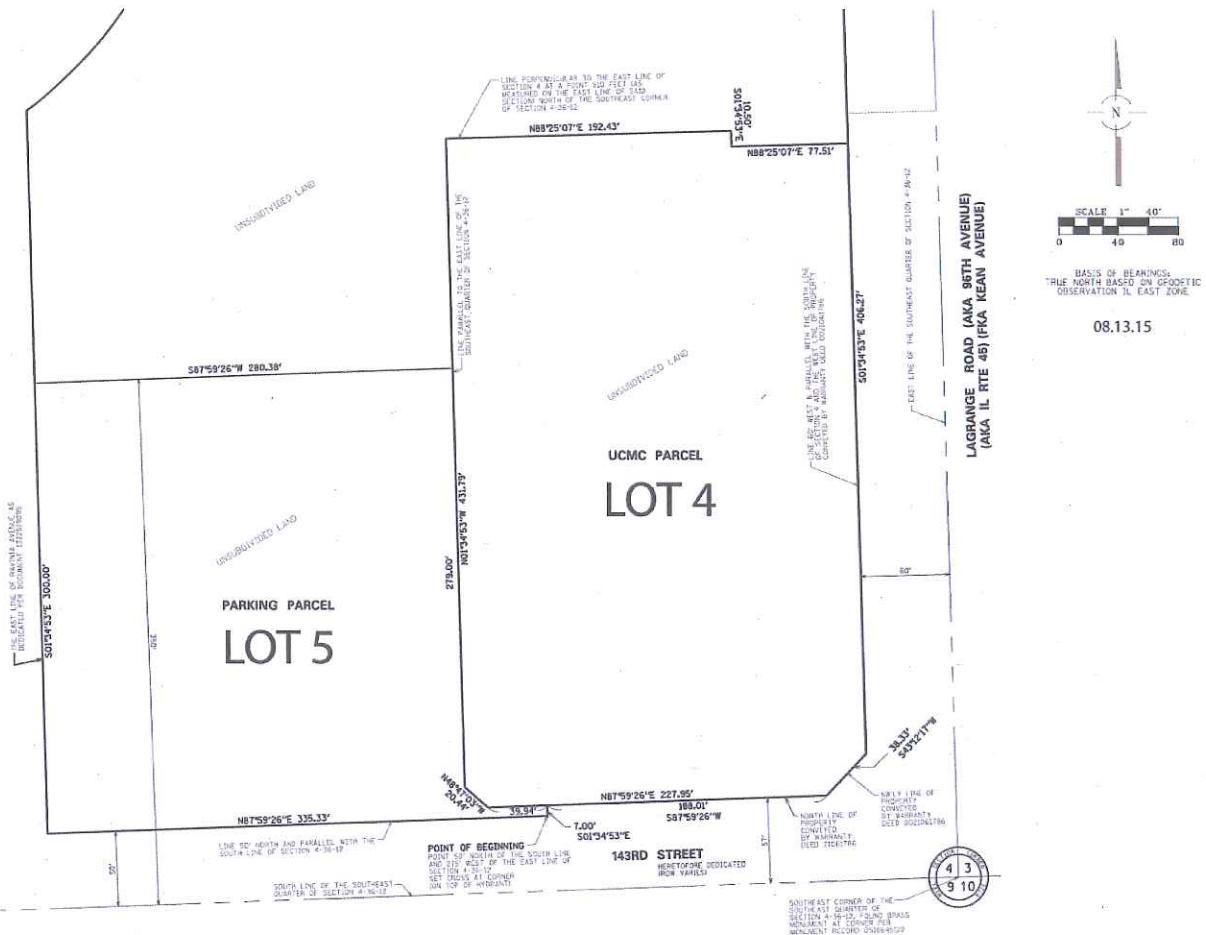
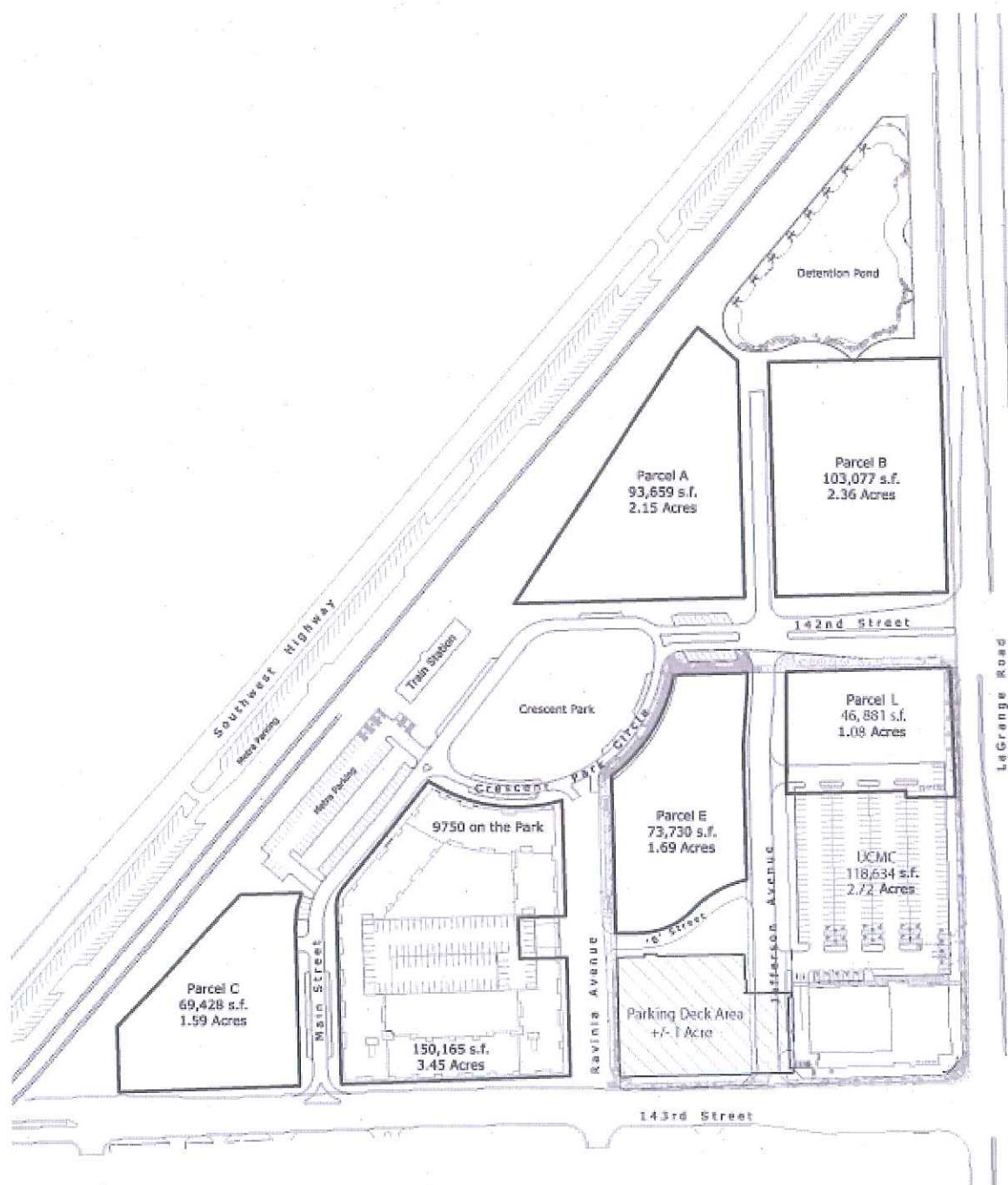


EXHIBIT B

INTENTIONALLY DELETED

EXHIBIT C
STORM WATER MANAGEMENT SITE PLAN



Main Street Triangle

0' 100' 200' 08-11-15

EXHIBIT D

PLAT SHOWING LOCATION OF UTILITY DUCT BANKS EASEMENT

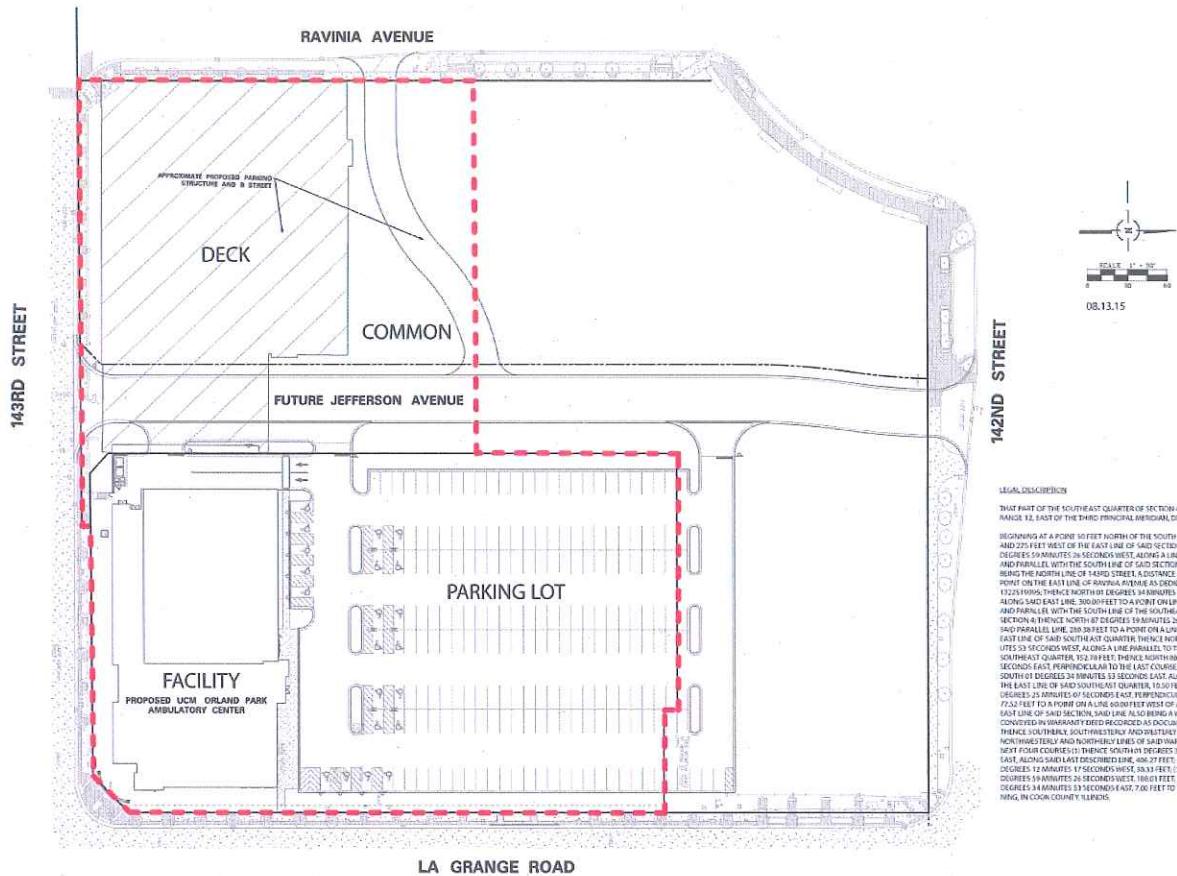


EXHIBIT E

FORM OF EASEMENT AND CROSS EASEMENT
BETWEEN DECLARANT AND UCMC

[If necessary]

AMENDED DECLARATION OF EASEMENT AND
RECIPROCAL EASEMENT AGREEMENT

THIS AMENDED 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 _____, 20____, 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 _____, recorded among the records of the Cook County Recorder of Deeds (the "Records") on _____ as Instrument Number _____ (the "Declaration").

R-3 Declarant and UCMC entered into a certain Ground Lease dated _____ recorded among the Records on _____ as Instrument Number _____ (the "Ground Lease").

R-4 The Declaration provided certain terms and conditions easements and reciprocal easements as set forth therein (collectively, the "Easements") and provided that in the event additional terms and conditions, easements or other documentation regarding the Declaration is required, that UCMC and the Declarant shall mutually agree to same and thereafter, record in the Records an amendment to the Declaration substantially in the form hereof.

R-5 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-6 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 into this Amendment for purposes of agreeing to the additional easements, covenants and grants set forth herein.

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, all of which shall run with the land and shall bind and insure to the benefit of all Persons who may own, lease or acquire any right, title, estate or interest in any of the Submitted Real Estate, or who may occupy or enter upon any portion of the Submitted Real Estate.

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

Section 2.1. Additional Easements, Rights and Obligations.

[Describe as necessary. May include from Declarant to UCMC and Cross Easement from UCMC to Declarant the following:

- Pedestrian Easement
- Garage Easement (3 upper floors and Cantilevered Easement Area)
- Utility Duct Bank Easement
- Maintenance and Operation of Garage and Parking Lot (to be agreed to by March 1, 2016)
- Storm Water Cross Easements
- Roadway Easement
- Parking Lot Easement (from UCMC to Declarant)]

Section 3.1. General Provisions. All of the other provisions of the Declaration are hereby affirmed and the General Provisions of the Declaration shall also govern this Amendment as if set forth herein in full for purposes of applying to this Amendment.

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 _____ 2015, 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.

DECLARANT:

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 Amendment was acknowledged before me this _____ day of _____ 2015, 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