

AGREEMENT GRANTING AND CONVEYING CROSS ACCESS EASEMENT

This Agreement, made by and between ST. GEORGE CORPORATION and PALOS COMMUNITY HOSPITAL, each an Illinois not-for-profit corporation, the owner of Lot _____ of the _____ Subdivision, Cook County, Illinois, shown on the Plat of Subdivision attached hereto as Exhibit A and incorporated herein by reference, and the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation (“VILLAGE”), the owners of Lot _____ of the _____ Subdivision located in Orland Park, Cook County, Illinois, shown in Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, ST. GEORGE desires to grant VILLAGE, and VILLAGE desires to grant ST. GEORGE, pursuant to the terms and conditions set forth herein, cross-access easement rights on and over the property shown in Exhibit A as “Cross Access Easement” (said Exhibit A is attached hereto and incorporated herein by reference), for the purpose of allowing vehicular traffic to cross over the cross easement area (legally described in Exhibit B hereto) and further depicted in Exhibit C (hereto) from Lot ____ of the _____ Subdivision to Lot ____ of the _____ Subdivision and from Lot _____ of the _____ Subdivision to Lot 1 of the _____ Subdivision shown in Exhibit A attached hereto.

THEREFORE, in consideration of the foregoing and the receipt of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and the further covenants contained herein, it is agreed between ST. GEORGE and VILLAGE as follows:

1. ST. GEORGE grants to VILLAGE and its respective successors and assigns a perpetual non exclusive cross access easement over the property depicted in Exhibit A as “Access Easement”, and legally described in Exhibit B hereto, for the purpose of vehicular traffic traveling from Lot _____ of the _____ Subdivision to Lot _____ of the _____ Subdivision and from Lot _____ of the _____ Subdivision to Lot _____ of the _____ Subdivision as shown in Exhibit A attached hereto.

2. VILLAGE grants to ST. GEORGE and its perspective successors and assigns a perpetual non-exclusive cross access easement over the property depicted in Exhibit A as “Access Easement”, and legally described in Exhibit B hereto, for the purpose of vehicular traffic traveling from Lot _____ of the _____ to Lot _____ of the _____ Subdivision and from Lot _____ of the _____ Subdivision to Lot _____ of the _____ Subdivision as shown on Exhibit A attached hereto.

3. This reciprocal grant of easement will run with the land for the term of the easement and will be binding on and will inure to the benefit of the parties hereto, their

heirs, successors, and assigns. This Agreement may be recorded by VILLAGE at VILLAGE's expense.

4. Delivery of a copy of this agreement, or any notice provided for in it, will be deemed to be complete if and when personally delivered or when deposited in the United States mails, certified mail, postage prepaid, return receipt requested, and addressed to the parties hereto at the below stated addresses:

For the VILLAGE:

- a. Daniel J. McLaughlin
Village President
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
- b. John C. Mehalek
Village Clerk
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
- c. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For ST. GEORGE:

Palos Community Hospital
12251 S. 80th Avenue
Palos Heights, Illinois 60463
Attn: Timothy J. Brosnan, Vice President
Planning and Community Relations
- and -
Charles E. Reiter III, Executive Vice President
and System General Counsel

5. The parties hereto shall routinely consult with each other concerning the need to maintain, repair, replace or reconstruct the cross-access easement areas as described herein and the costs for such maintenance, repair, replacement or reconstruction shall be borne by the parties as follows:

6. This Agreement shall not affect any real property not specifically referred to herein.

7. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois.

9. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of the other.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

11. The parties hereto acknowledge that this Agreement shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Signed on _____ (date).

ST. GEORGE CORPORATION,
an Illinois not-for-profit corporation

VILLAGE OF ORLAND PARK,
an Illinois home rule municipal
corporation

By: Its President

By: Its Village President

Attest: _____
Its _____

Attest: _____
Its Village Clerk

PALOS COMMUNITY HOSPITAL,
an Illinois not-for-profit corporation

By: Its _____

Attest:

Its _____

Exhibit A

PLAT OF SUBDIVISION

Exhibit B

LEGAL DESCRIPTION OF CROSS EASEMENT AREA

Exhibit C

DEPICTION OF ACCESS EASEMENT

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, and _____, personally known to me to be the _____ and _____ of ST. GEORGE CORPORATION, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

Commission expires _____

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, and _____, personally known to me to be the _____ and _____ of PALOS COMMUNITY HOSPITAL, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

Commission expires _____