

This instrument prepared by:)
Eugene J.M. Leone, Esq.)
White & Case LLP)
111 S. Wacker Drive)
Suite 5100)
Chicago, Illinois 60606)
(312) 915-3113)

Above Space for Recorder's Use

AMENDMENT OF EASEMENT AND GRANT OF PARKING EASEMENT

THIS AMENDMENT OF EASEMENT AND GRANT OF PARKING EASEMENT (this "**Easement Agreement**") is made as of this [] day of [], 2019 by **ALBION JACOBS HIGHLAND PARK, LLC**, a Delaware limited liability company ("**Albion**"), having an address of 188 West Randolph Street, Suite 202, Chicago, Illinois 60601, in favor of **LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER**, a body politic and corporate organized and existing under the Illinois Counties Code, 55 ILCS 5/5-25001, *et seq.* (the "**LCHD/CHC**"), having an address of 3010 Grand Avenue, Waukegan, Illinois 60085, and **HPC PROPERTIES, LLC**, an Illinois limited liability company ("**HPC**").

RECITALS

A. Albion is the holder of fee simple title to Lot 1, as legally described and depicted on Exhibit A-1 attached hereto and incorporated herein ("**Lot 1**"). As used herein, the term "**Albion**" shall include the successors and assigns of Albion that may succeed to all or any portion of Albion's interest in Lot 1.

B. LCHD/CHC is the holder of fee simple title to Lot 2 in the Lake County Health Department North Shore Health Center Subdivision, as legally described on Exhibit A-2 attached hereto and incorporated herein ("**Lot 2**").

C. Pursuant to that certain Grant of Non-Exclusive Easement dated as of August 9, 2005 and recorded August 20, 2005 with the Lake County Recorder of Deeds as document 5842123, LCHD/CHC holds an easement for vehicular and pedestrian access from Green Bay Road over and across a portion of Lot 1 (the "**Original Easement**").

D. Albion is under contract to transfer to HPC fee simple title to that portion of Lot 1 which is legally described on Exhibit A-4 attached hereto and incorporated herein (the "**HPC Lot**").

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Parking.** Albion hereby grants to the LCHD/CHC a perpetual easement (the "**Parking Easement**") upon, over and across the parking spaces located on Lot 1 (the "**Parking Spaces**"). The employees and invitees of the LCHD/CHC who may be working at or visiting Lot 2 ("**Permitted Users**") shall be entitled to the exclusive use of all forty-six (46) parking spaces located on Lot 1 as substantially set forth in the Site Plan dated 5/1/19, Sheet C500, approved by the City of Highland Park (other than the space reserved for car-sharing purposes) during the normal business hours ("**Business Hours**") of the North Shore Health Center (which, as of the date hereof, are from 7:30 a.m. to 8:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday). At all times outside of Business Hours, the Parking Spaces shall be available for use by Permitted Users and any other parties, including Albion's residents, employees, guests and invitees. Permitted Users shall at all times obey all statutes, ordinances and regulations governing the use of the Parking Spaces. The Parking Easement shall be limited to the daily parking of vehicles by Permitted Users, and the LCHD/CHC shall not authorize or knowingly permit use of the Parking Spaces (a) by persons who are not Permitted Users, (b) by the Permitted Users for storage or long-term parking of vehicles, or (c) for any use other than daily parking of vehicles by Permitted Users who are working at or visiting Lot 2. Any use that is inconsistent with this Parking Easement shall be considered a breach of this Easement Agreement. Such burden shall be deemed to cause irreparable injury and shall entitle Albion to injunctive relief in order to prevent such misuse but such remedy shall not exclude any other remedies that may be available at law, in equity or hereunder.

2. **Enforcement.** The LCHD/CHC (through its North Shore Health Center Building Operations Manager or Assistant Manager and during Business Hours), and Albion (outside of Business Hours), may each take reasonable steps to enforce compliance with the terms of this Parking Easement, including, without limitation, engagement of a towing service to remove unauthorized property and vehicles. Towing and impoundment of unauthorized vehicles parked in any of the forty-six (46) designated parking spaces on Lot 1 in violation of LCHD/CHC's exclusive use during LCHD/CHC Business Hours shall be at the sole cost and expense of the parking violator or the vehicle owner. All public notices or signage regarding the LCHD/CHC's exclusive use of said forty-six (46) designated parking spaces on Lot 1 shall be the sole responsibility and obligation of the LCHD/CHC. Albion and the LCHD/CHC shall each reasonably cooperate with the other party in connection with any enforcement of parking rights granted herein (including, as reasonably practicable, providing notice [which may be oral] to such party's manager prior to the towing of any vehicles). In addition, each party shall hold harmless, defend, and indemnify the other, and their successors in interest, for any and all claims, lawsuits, or other legal actions relating to the indemnifying party's acts or omissions involving any towing or impoundment of vehicles parked in the Parking Spaces.

3. **Interim Parking.** Albion shall be entitled to designate and modify, from time to time, the Parking Spaces so as to accommodate the initial construction upon and development of Lot 1 (the “**Construction Phase**”). Without limitation on the foregoing, during the Construction Phase, Albion shall be permitted to provide fewer than forty-six (46) parking spaces on Lot 1. And, while it is understood that construction may interfere at times with the availability of parking on Lot 1, Albion will coordinate with the City of Highland Park to allow for parking by Permitted Users at the Renaissance Parking Garage across Green Bay Road, until such time as forty-six (46) parking spaces on Lot 1 are available for use. The City of Highland Park has provided written assurance to LCHD/CDC that the LCHD/CDC will not incur any additional expenses while required to park at Renaissance Parking Garage. To minimize inconvenience to the extent reasonably practicable to the Permitted Users during the Construction Phase, Albion shall make available (i) temporary parking in the area shown on Exhibit A-3 attached hereto and (ii) two (2) handicap-accessible parking stalls exclusively for Permitted Users. During the Construction Phase, Albion shall provide a walking path from Green Bay Road to the LCHD/CHC’s North Shore Health Center facility and will not materially obstruct or restrict vehicular access to the LCHD/CHC’s North Shore Health Center facility.

4. **Maintenance.** Albion shall perform, at its expense, sweeping, snow removal and maintenance of the Parking Spaces. Albion will provide reasonable advance notice of any non-emergency construction or maintenance work that adversely affects the LCHD/CHC’s access to or use of the Parking Spaces.

5. **Access Drive.** Upon construction of the driveway on Lot 1 in approximately the location shown on Exhibit B attached hereto (the “**New Driveway Location**”), the location of the Original Easement shall be automatically relocated to the New Driveway Location and shall cease to encumber the HPC Lot.

6. **Relocation of Access Drive.** Prior to construction of the driveway in the New Driveway Location, (i) LCHD/CHC and Albion shall not amend or modify the Original Easement or the New Driveway Location without the prior written consent of HPC Properties, LLC, an Illinois limited liability company (“**HPC**”) and (ii) HPC is an intended third-party beneficiary of this Section 6 with respect to the location of the Original Easement and the New Driveway Location. Following construction of the driveway in the New Driveway Location, HPC shall have no further rights under or interest in this Easement Agreement, and shall, upon the request of either Albion or LCHD/CHC, execute and deliver a recordable instrument acknowledging the termination of HPC’s rights hereunder and interest herein. Notwithstanding the foregoing, the execution and delivery of such an instrument shall not be necessary to terminate HPC’s rights hereunder or interests herein. HPC shall have no obligations under this Easement Agreement except as set forth in this paragraph 6.

7. **Notices.** Any notice which a party is required or desires to give under this Easement Agreement shall be in writing and shall be delivered by personal delivery, or sent by nationally recognized overnight courier which provides proof of delivery, or by United States certified mail, return receipt requested, addressed as follows (subject to the right of a party to designate a different

address for itself by notice similarly given at least five (5) days in advance):

If to Albion: Albion Jacobs Highland Park, LLC
188 West Randolph Street, Suite 202
Chicago, Illinois 60601
Attention: Jason Koehn

With a copy to: White & Case LLP
111 S. Wacker Drive, Suite 5100
Chicago, Illinois 60606
Attention: Eugene J.M. Leone, Esq.

If to the LCHD/CHC: Executive Director
Lake County Health Department
3010 Grand Avenue
Waukegan, Illinois 60085

With a copy to: Office of the State's Attorney of Lake County, Illinois
Lake County Building
18 N. County Street
Waukegan, Illinois 60085
Attention: Chief Deputy, Civil Division

If to HPC: HPC Properties, LLC
777 Central Avenue
Highland Park, Illinois 60035
Attn: John Cortesi

With a copy to: James G. Haft
James G. Haft LLC
400 Skokie Blvd., Suite 220
Northbrook, Illinois 60062

8. Miscellaneous.

(a) **Headings.** Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Easement Agreement or in any way affect its provisions.

(b) **Modification.** This Easement Agreement cannot be changed, modified, waived or discharged orally except by an agreement in writing signed by Albion and the LCHD/CHC.

(c) **Severability.** If any term, provision or condition contained herein shall to any extent

be invalid or unenforceable, the remainder of this Easement Agreement (or the application of such term, provision or condition to parties or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(d) **Successors.** This Easement Agreement shall run with the land, both with respect to the benefits and burdens created herein and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No other party shall be deemed to be a third-party beneficiary hereunder.

(e) **Governing Law.** This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, without reference to its conflict of law provisions.

(f) **Entire Easement.** This Easement Agreement constitutes the entire understanding concerning the subject matter herein contained. There are no oral promises, conditions, representations, undertakings or terms of any nature as conditions or inducements to the granting of this Easement Agreement that are in effect.

[The remainder of this page intentionally left blank. The signature page follows.]

JERRY KORDTSON, MBA
DIRECTOR
BUSINESS OPERATIONS

IN WITNESS WHEREOF, Albion and the LCHD/CHC have caused this Easement Agreement to be executed as of the day and year first above written.

ALBION:

ALBION JACOBS HIGHLAND PARK, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LCHD/CHC:

**LAKE COUNTY HEALTH DEPARTMENT/
COMMUNITY HEALTH CENTER**, a body politic
and corporate,

By: 
Name: _____
Title: **JERRY NORDSTROM, MBA**
DIRECTOR
BUSINESS OPERATIONS

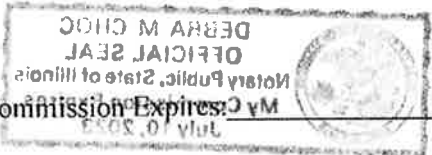
HPC PROPERTIES, LLC,
an Illinois limited liability company

By: _____
John E. Cortesi, Manager

STATE OF _____)
) ss:
COUNTY OF _____)

The undersigned, a Notary Public in and for said county and state, DOES HEREBY CERTIFY that _____, personally known to me to be _____ of Albion Jacobs Highland Park, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in such capacity, being authorized so to do, he executed the foregoing instrument on behalf of said limited liability company as his free and voluntary acts, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal the _____ day of _____, 2019.

My Commission Expires: _____


Notary Public

After recording return to: Eugene J.M. Leone, Esq.
White & Case LLP
111 South Wacker Drive
Suite 5100
Chicago, Illinois 60606

STATE OF Illinois)
COUNTY OF Lake) ss:

The undersigned, a Notary Public in and for said county and state, DOES HEREBY CERTIFY that Jerry Nordstrom, personally known to me to be Director of Business Operations of the Lake County Health Department/Community Health Center, a body corporate and politic, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in such capacity, being authorized so to do, he executed the foregoing instrument on behalf of said local governmental entity as his free and voluntary act, and as the free and voluntary act of said local governmental entity, for the uses and purposes therein set forth.

Given under my hand and official seal the 5th day of November, 2019.

My Commission Expires July 10, 23



Debra M. Choc

STATE OF _____)
) ss:
COUNTY OF _____)

The undersigned, a Notary Public in and for said county and state, DOES HEREBY CERTIFY that _____, personally known to me to be _____ of HPC Properties, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that in such capacity, being authorized so to do, he executed the foregoing instrument on behalf of said limited liability company as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal the _____ day of _____, 2019.

My Commission Expires: _____

Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF LOT 1

PARCEL 1

LOT 1 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND THAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/ 4 OF THE SOUTHWEST 1/ 4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104. 35 FEET OF THE SOUTH 104. 35 FEET OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647, IN LAKE COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 16-23-307-157

COMMON STREET ADDRESS: 1850 GREEN BAY ROAD, HIGHLAND PARK, ILLINOIS, 60035

PARCEL 2

THAT PART OF LOT 1 IN BLOCK 9 IN HIGHLAND PARK AS PLATTED BY HIGHLAND PARK BUILDING COMPANY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT, 50 FEET; THENCE SOUTHWESTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHERLY ON THE WESTERLY LINE OF SAID LOT TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

COMMON STREET ADDRESS: 1856 GREEN BAY ROAD, HIGHLAND PARK, ILLINOIS, 60035

PARCEL 3

THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOT 1, BLOCK 9, OF THE HIGHLAND PARK SUBDIVISION, LAKE COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 16-23-307-007

COMMON STREET ADDRESS: 1864 GREEN BAY ROAD, HIGHLAND PARK,
ILLINOIS, 60035

PARCEL 4

LOT 1, BLOCK 9, OF THE HIGHLAND PARK SUBDIVISION, EXCLUDING THE
SOUTH 100 FEET, LAKE COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 16-23-307-006

COMMON STREET ADDRESS: 1870 GREEN BAY ROAD, HIGHLAND PARK, ILLINOIS, 60035

EXHIBIT A-2

LEGAL DESCRIPTION OF LOT 2

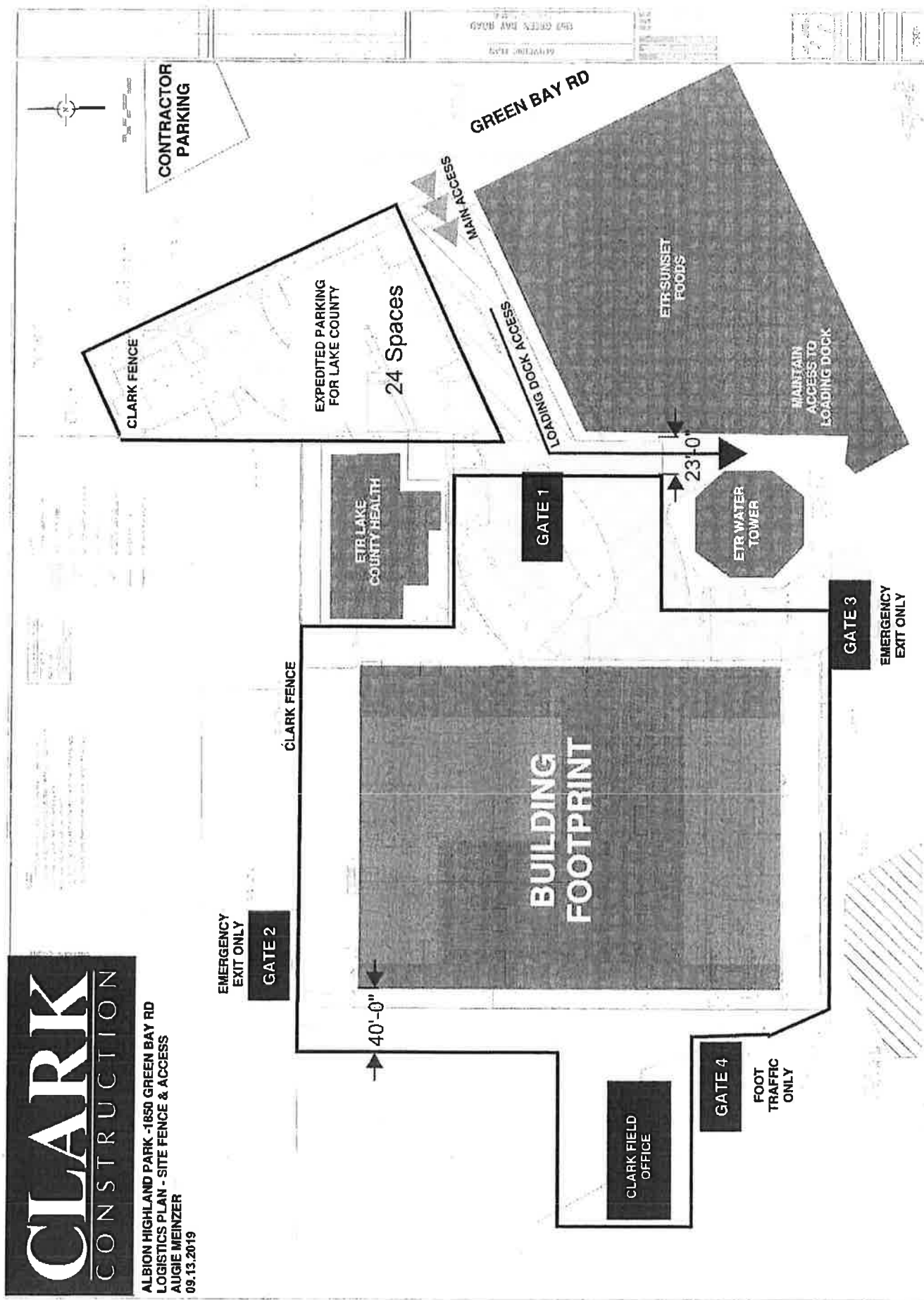
LOT 2 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND THAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/ 4 OF THE SOUTHWEST 1/ 4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104. 35 FEET OF THE SOUTH 104. 35 FEET OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647, IN LAKE COUNTY, ILLINOIS.

EXHIBIT A-3

TEMPORARY PARKING AREA



A-3



PROJECT	Albion Highland Park
SHEET	Demo + Enabling
BY	Augie Meinzer
DATE	09.13.2019

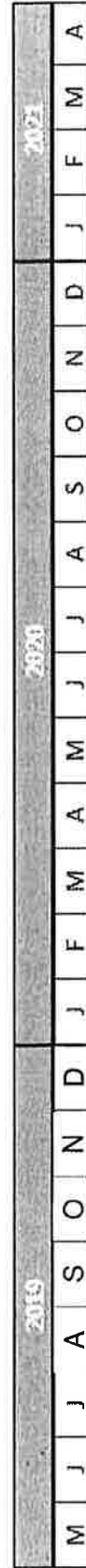


EXHIBIT A-4

LEGAL DESCRIPTION OF HPC LOT

THAT PART OF LOT 1 IN LAKE COUNTY HEALTH DEPARTMENT NORTH SHORE HEALTH CENTER SUBDIVISION, BEING A SUBDIVISION OF LOTS 2, 3, AND THE NORTHERN 25 FEET OF LOT 4 IN BLOCK 9, CITY OF HIGHLAND PARK LAKE COUNTY, ILLINOIS, AND THAT PART OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WESTERLY LINE OF SHEAHEN'S COURT EXTENDED AND PROJECTED SOUTHWESTERLY (EXCEPT THE EAST 104.35 FEET OF THE SOUTH 104.35 FEET OF SAID SOUTH 5 ACRES) IN HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 20, 2004 AS DOCUMENT NUMBER 5628647 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WY LINE OF GREEN BAY ROAD; THENCE SOUTH 64 DEGREES 13 MINUTES 31 SECONDS WEST ALONG A LINE OF SAID LOT 1, A DISTANCE OF 190.54 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 43 SECONDS EAST, A DISTANCE OF 43.34 FEET; THENCE NORTH 64 DEGREES 13 MINUTES 31 SECONDS EAST, A DISTANCE OF 171.73 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE OF GREEN BAY ROAD; THENCE SOUTH 25 DEGREES 37 MINUTES 31 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 39.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B
NEW DRIVEWAY LOCATION

B

LOT 4
WATERTOWER CONDOMINIUM
OF HIGHLAND PARK
RECORDED OCTOBER 3, 1920
AS DOCUMENT 2082922

LOT 3

LOT 2

LAKE COUNTY HEALTH DEPARTMENT NORTH
SHORE HEALTH CENTER
RECORDED AUGUST 20, 2004
AS DOCUMENT 5628647

LOT 1

(PROPOSED PART OF LOT 1)
IN FINAL PLAT OF ALBION
JACOBS RESUBDIVISION

ACCESS EASEMENT
HEREBY GRANTED
N19°51'23"E
62.12'

A SOUTHERLY
LINE OF LOT 1

L-21.55'
R-18.00'
CH-20.28'
S61°57'39"E

N66°34'23"E
27.80'

L-90.52'
R-110.00'
CH-87.99'
N60°10'26"E

AN EASTERLY
LINE OF LOT 1

L-12.38'
R-26.50'
CH-12.27'
N13°19'26"W

N00°03'26"E
106.03'

S00°03'26"W
80.32'

UNSUBDIVIDED
LAND

L-1.17'
R-2.50'
CH-1.16'
S13°19'26"E

S00°05'43"W
12.05'

20.79'
N89°57'56"W

LOT 1

BLOCK A
IN HIGHLAND PARK

LOT 15

PART OF
BLOCK 9
IN HIGHLAND PARK

N44°41'00"E
39.88'

L-15.57'
R-26.50'
CH-15.35'
S79°54'43"W

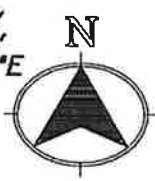
L-80.94'
R-72.50'
CH-59.16'
N24°10'34"E

750.4'
N00°05'43"E

612.4'
S00°05'43"W

L-81.20'
R-71.50'
CH-76.91'
S32°37'49"W

L-18.53'
R-53.50'
CH-18.44'
N25°27'47"E



SCALE: 1" = 50'

GREEN BAY ROAD
(ALSO OR FORMERLY
WEST LINE OF GREEN BAY ROAD)

POINT OF
COMMENCEMENT
MOST EASTERLY
CORNER OF LOT 1
S64°13'31"W

PART OF
LOT 4

POINT OF
BEGINNING

(PROPOSED PART OF LOT 2)
IN FINAL PLAT OF ALBION
JACOBS RESUBDIVISION

LOT 5

BLOCK 9
IN HIGHLAND PARK

LOT 6



9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS