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KAREN A. YARBROUGH

COOK COUNTY CLERK

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## COVER SHEET FOR RECORDING PURPOSES

### VILLAGE OF TINLEY PARK

RESOLUTION NO. 2021-R-113

A RESOLUTION AUTHORIZING THE EXECUTION OF A  
DEVELOPMENT AGREEMENT  
LOYOLA UNIVERSITY HEALTH SYSTEM

#### Commonly Know As:

PINS – 27-34-300-005-0000, 27-33-401-012-0000, & 27-34-300-011-0000

Prepared By

Return To: Laura Godette  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60477

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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2021-R-113**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
DEVELOPMENT AGREEMENT-  
LOYOLA UNIVERSITY HEALTH SYSTEM**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

**VILLAGE OF TINLEY PARK**

Cook County, Illinois

Will County, Illinois

**RESOLUTION NO. 2021-R-113**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
DEVELOPMENT AGREEMENT-  
LOYOLA UNIVERSITY HEALTH SYSTEM**

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered a development agreement for the development of certain property, a true and correct copy of such Development Agreement (the “Development Agreement”) being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of the said Village of Tinley Park that said Development Agreement be entered into by the Village of Tinley Park;

**NOW, THEREFORE**, be it resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village of Tinley Park and its residents that the aforesaid “Development Agreement-Loyola University Health Systems” be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Development Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 16<sup>th</sup> day of November, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

APPROVED this 16<sup>th</sup> day of November, 2021, by the President of the Village of Tinley Park.

  
Village President

ATTEST:

  
Village Clerk

# **EXHIBIT 1**

## Development Agreement- Loyola University Health Systems

# **EXHIBIT 1**

## Development Agreement- Loyola University Health Systems

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**DEVELOPMENT AGREEMENT**  
**(Loyola University Health System)**

**THIS DEVELOPMENT AGREEMENT** (the "*Agreement*") is entered into as of the 16th day of November, 2021, by and between the **VILLAGE OF TINLEY PARK**, Cook County, Illinois, an Illinois home rule municipal corporation (the "Village"); and Loyola University Health System, an Illinois not for profit corporation ("Developer"), the development of approximately 12.69 acres of real estate located generally at the southeast corner of 179<sup>th</sup> Street and La Grange Road (Rte. 45), in the Village of Tinley Park, Cook County, Illinois. Developer intends to develop the property (hereafter defined) as more specifically set forth in this Agreement. The Village and Developer may sometimes be referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, Developer owns approximately 29.18 acres of property (the "Subject Property") and intends to develop approximately 12.69 acres of such property (the "Developed Property") which will result in 16.49 acres of undeveloped property (the "Undeveloped Property") (for clarification the Developed Property and the Undeveloped Property comprise the "Subject Property") located in the Village of Tinley Park, Cook County, Illinois, and more particularly described on **EXHIBIT A** attached hereto and incorporated herein; and

**WHEREAS**, a public hearing was held on October 21, 2021, before the Plan Commission of the Village of Tinley Park to consider recommending to the Village Board the Rezoning, Variations and Preliminary Development Plan proposing the Development by Developer of a Medical Clinic Facility ("Facility") on the Subject Property ("the Development"); and

**WHEREAS**, to facilitate the development of the Subject Property according to the Preliminary Development Plan, the Village and the Developer desire to enter into this Agreement pursuant to the provisions of Division 15.1 of Article 11 of the Illinois

32 Municipal Code in order to regulate the zoning and development of the Subject Property  
33 upon the terms and conditions contained in this Agreement; and

34 **WHEREAS**, all notices, publications, procedures, public hearings and other  
35 matters attendant to the considerations, approval and execution of the Agreement have been  
36 given, made, and held and performed as required by 65 ILCS 5/7-1-8 and Division 15.1 of  
37 Article 11 of the Illinois Municipal Code and all applicable Ordinances, regulations and  
38 procedures of the Village; and

39 **WHEREAS**, the President and the Village Trustees have by a vote of not less than  
40 two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms  
41 and provisions of this Agreement and have directed the President to execute and the Village  
42 Clerk to attest this Agreement on behalf of the Village;

43 **NOW, THEREFORE**, in consideration of the premises and mutual covenants  
44 contained herein, the Village and the Developer agree as follows:

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46 **ARTICLE ONE**  
47 **INTRODUCTION**  
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49 A. Recitals. The foregoing recitals and representations are material to this Agreement  
50 are hereby incorporated into and made a part of this Agreement as though fully set  
51 forth in this Article One as the agreement and understandings of the Parties.

52  
53 B. Mutual Assistance. The Parties hereto agree to do all things necessary and  
54 appropriate to carry out the terms and conditions of this Agreement and to aid and  
55 assist each other in furthering the intent of the Parties as reflected by the terms of  
56 this agreement, including without limitation, the holding of public hearings,  
57 enactment by the Village of such resolutions and ordinances as are required herein,  
58 the execution of permits, applications and agreements and the taking of such other  
59 actions as may be necessary to enable the Parties to comply with the terms and  
60 provisions of this Agreement.

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**ARTICLE TWO**  
**ZONING**

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- A. Existing and Proposed Zoning. The Subject Property is zoned B-3 and ORI in the Village of Tinley Park as depicted on **EXHIBIT B**. Developer and the Village of Tinley Park intend to rezone the northern portion of the Subject Property (PIN# 27-34-300-005-0000) from B-3 General Business and Commercial to ORI Office and Restricted Industrial District. Such northern portion of the Subject Property shall be deemed rezoned to ORI upon execution of this Agreement. The remaining portions of the Subject Property (PIN#27-33-401-012-0000 and PIN#27-34-300-011-0000) shall and will remain zoned as B-3 & ORI.
- B. Developer shall adhere to variances adopted by Ordinance No. 2021-O-078 including, but not limited to; variances to Village Urban Design Overlay District (UDOD) requirements whereas allowing Developer to (a) permit an increased front yard setback instead of the 20 foot maximum allowed; and permit parking in the required front yard, (b) permit three curb cuts as opposed to one permitted, (c) reduction of off-street loading truck spaces from four to two, (d) reduction of masonry façade requirements from sixty percent (60%) down to a range of 36-42% pursuant to final design and allow increase of alternative building materials (precast concrete, metal panels and glass panels) of (15%) to an increase to accommodate required delta, (e) Developer shall be allowed additional ground (maximum of four), wall and directional signage as included in approved plans, (f) variation to allow 330 parking stalls total in lieu of 406 required, (g) relief from landscaping requirements as agreed upon with final plans approved by the Village Board.
- C. Preliminary Plan Approval.
1. The Subject Property (consisting of approximately 29.18-acres, 12.69 acres of which will be developed ("Developed Property") and 16.49 acres will remain undeveloped ("Undeveloped Property") and more fully depicted and described in **EXHIBIT A**) shall be developed substantially in accordance with the land plan attached hereto and hereby made a part of this Agreement as **EXHIBIT C**, as the same may be revised by Developer and approved by the Village, which plan was prepared by Eriksson Engineering Associates (hereinafter referred to

96 as the "Plan"). Village agrees that such Subject Property, as depicted on  
97 **EXHIBIT A** may include improvements that are consistent with the meaning  
98 of a "medical clinic" as that term is defined in Village's Zoning Ordinance at  
99 Article II, subsection A. It is understood that there is no specific plan for  
100 development of the remainder Undeveloped Property of the Subject Property.  
101 The Village will allow such remaining southern portion of the land to remain  
102 farmed. Owner and Developer agree that any development of the remainder of  
103 the Subject Property shall comply fully with specific site plan or plans subject  
104 to the approval of the Village Board.

105 D. **Plat Approval:** The Subject Property shall be developed in full compliance with all  
106 provisions of the Tinley Park Regulations Ordinance. The Developer has submitted  
107 a Preliminary Plat of Consolidation as shown on **EXHIBIT E-1**, which includes a  
108 consolidation of two PINS (27-34-300-005-0000 and 27-34-300-011-0000) and a  
109 subsequent tax division which will result in two new PINs, one for the entire 12.69  
110 acres of Developed Property and the other for 13.16 acres of the Undeveloped  
111 Property as shown on **EXHIBIT E-2** and **EXHIBIT E-3** respectively. For  
112 clarification, the remaining 3.33 acres of the Undeveloped Property, that which  
113 relates to PIN 27-33-401-012-000 and attributable to the triangle portion of the  
114 Subject Property, will remain unaffected.

115 E. Developer has paid all site plan, plat, and rezoning fees as required by Village  
116 Ordinance. Engineering fees and surety shall be provided as otherwise set forth in  
117 this Agreement.

118 F. The Village acknowledges that subsequent action by Owner regarding issuance of  
119 new separate PINs for portions of the Property without material revisions to the  
120 Plan shall not require Village approval.

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**ARTICLE THREE**  
**BUILDING CODE-PERMITS**

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127           The development of the Developed Property shall be subject to the local codes and  
128 ordinances for the construction of the buildings on the Developed Property as they exist on  
129 the date of this Agreement. Except as otherwise provided herein, amendments to codes and  
130 ordinances generally applicable throughout the Village shall be applicable to the  
131 construction of the buildings and other improvements on the Developed Property beginning  
132 one hundred and eighty (180) days after receipt by the Developer of notice of such  
133 amendments from the Village. The Village agrees to expeditiously review and act on all  
134 applications for building permits and other approvals required on the Developed Property.  
135 The Village agrees to assist Developer with securing any approvals required from any other  
136 governmental agencies that may have jurisdiction over development and construction on  
137 the Developed Property or as otherwise required under this Agreement.

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**ARTICLE FOUR**

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**CODE RELATED ORDINANCE**

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142           Developer agrees to construct all building and related improvements on the  
143 Developed Property in accordance with the Subdivision and Development Regulations  
144 Ordinance NO. 2007-O-041 of the Village of Tinley Park (the “Subdivision and  
145 Development Regulations”), except as otherwise set forth in this Agreement. Developer  
146 agrees to pay all Village fees pursuant to the Subdivision and Development Regulations  
147 and any other Ordinances of the Village, except as otherwise set forth herein. Issuance of  
148 an occupancy permit for the Developed Property, either temporary or final, shall serve as  
149 evidence that all fees required under this Agreement have been paid and any subsequent  
150 owner of the Developed Property for which an occupancy permit has been issued shall take  
151 ownership free and clear of said fee payment obligations with respect to said Developed  
152 Property.

153

154           Developer shall not file any cause of action or contribute to filing a cause of action  
155 objecting to the fees, except where specifically waived in this Agreement, as required by  
156 the Village Code and/or any other ordinances required by the Village, including but not

157 limited to connection fees and building permit fees, so long as they are deemed not to  
158 violate public policy and are being charged on a uniform basis for similar uses of property  
159 at the time the fees become due and owing.

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**ARTICLE FIVE:**  
**UTILITY RECAPTURES AND CONTRIBUTIONS**

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A. In consideration of Developer’s construction of a twelve-inch watermain on the Undeveloped Property that connects to the water main located at Chopin Drive, all Development water connection/tap on fees will be waived in the amount of \$126,850.

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B. Village shall provide a drop manhole in size, location, depth with connection points as coordinated between Developer and Village to accommodate Developer's requisite connections to support the new Developer Facility.

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C. Water System & Sewerage System. Developer shall have the right to access the new Water and Sanitary Mains in the old 96th Avenue right-of-way west of the Property and along 179<sup>th</sup> Street. The Village shall make these improvements available at no cost to the Developer on or before the following dates:

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a. New Water Main: May 30, 2022

b. New Sanitary Main: June 18, 2022

c. New Lift Station: January 15, 2023

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D. The Village agrees to provide and coordinate the location and installation of new Taps/TEEs and associated connection points for the new lift station/sanitary and water lines being constructed related to the easements described in **EXHIBIT F** and **EXHIBIT G** respectively to support new Developer Facility at no cost to the Developer.

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E. Recapture. In consideration of the Village’s construction of certain utility infrastructure which will benefit the Subject Property and Developer in relation to the Development and any future development, Developer agrees to pay a reduced recapture fee in the amount of three hundred thousand dollars (\$300,000.00) instead of the required three hundred and forty-five thousand dollars (\$345,000) fifteen

189 (15) days after the execution of this Development Agreement. The reduced  
190 recapture shall be applicable for three years subsequent to the execution of this  
191 Development Agreement (the “Recapture Term”). In the event that a permit is  
192 issued for the construction of the building per the Preliminary Site Plan one year  
193 after the execution of this Development Agreement, Developer shall pay the  
194 unreduced recapture fee (the “Recapture Deadline”). In the event Developer  
195 experiences delays due to difficulty obtaining materials, permitting matters or  
196 weather concerns, the Developer may request and receive a one (1) year extension  
197 of the Recapture Deadline, approval of which shall not be unreasonably withheld  
198 by the Village.

199 **ARTICLE SIX**  
200 **IMPROVEMENTS**  
201

- 202 A. Improvements. Developer shall be responsible for constructing all improvements  
203 within the Developed Property in accordance with the approved final engineering  
204 plans for the Developed Property for the respective phase, which improvements  
205 include but are not limited to roads, utilities, sidewalks, street lights, curbs, and  
206 gutters within the property limits in accordance with the Village’s Subdivision and  
207 Development Regulations and Zoning Ordinance, except as provided for herein  
208 (the “Improvements”).
- 209 B. 179<sup>th</sup> Street and Chopin Drive Signal Improvements. Village confirms that Chopin  
210 Road is a public right of way and as such, Developer may develop an egress/ingress  
211 to Developer's Property from Chopin Drive subject to Village's engineering and site  
212 plan requirements. Further, if Cook County requires the installation of a traffic  
213 signal at the intersection of 179<sup>th</sup> Street and Chopin Drive, Developer shall signalize  
214 said intersection and make any other required improvements at its own cost  
215 contingent upon approval by the Cook County Department of Transportation and  
216 the Village.
- 217 C. Public Improvements. The Improvements, the 179<sup>th</sup> Street and Chopin Drive  
218 Signal Improvements, the Chopin Drive improvements, the 179<sup>th</sup> Street Sidewalk  
219 Improvements and the Utility Improvements (hereinafter collectively the “Public

220 Improvements”) are a condition of the Village’s approval of the development of the  
221 Developed Property as set forth herein.

222 D. 183<sup>rd</sup> Street Access. Developer is allowed but not required to construct an internal  
223 road from the point where 96th Avenue ends at Developer's Subject Property line  
224 through Developer's PIN# 27-34-300-011-0000 and PIN# 27-33-401-012-0000 and  
225 the Village will allow Developer to construct an ingress/egress from such property  
226 to 183rd and provide the right to continued access and use, subject to Village’s and  
227 IDOT’s engineering and site plan requirements.

228 E. Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112  
229 between Grantee and the Illinois Department of Transportation ("IDOT"), Village  
230 agrees to exercise its authority to and shall administer, control, construct, maintain  
231 and operate the vacated IDOT highway known as Old 96th Avenue, as shown on  
232 **EXHIBIT D**, to effectuate Developer’s use of the same (either on or across) for  
233 transportation purposes. Notwithstanding the foregoing, the Village shall not be  
234 obligated to construct any improvements on the Old 96<sup>th</sup> Avenue right-of-way.

235 F. Chopin Drive Improvements. Developer shall provide 2" thick mill, overlay, and  
236 restripe Chopin Drive subject to the Village’s engineering and site plan  
237 requirements.

238 G. Sidewalks. Developer shall construct a public 6-foot-wide sidewalk along the south  
239 side of 179<sup>th</sup> Street and the west side of Chopin Drive within the Developed  
240 Property for the proposed development parcel. Such sidewalk shall be located and  
241 constructed in the dedicated rights-of-ways and in accordance with final  
242 engineering plans approved by the Village.

243 H. Village shall make its best effort to coordinate and install pedestrian signal  
244 improvements to allow pedestrian access across 179<sup>th</sup> Street on the east of  
245 LaGrange Road, subject to approval by IDOT and CCDOT. Village shall, at its own  
246 expense, extend a sidewalk beyond the proposed Development to make it  
247 contiguous to Developer’s sidewalk installation and the proposed new pedestrian  
248 signal.

249 I. Developer shall be required to keep all public streets adjoining the Subject Property  
250 to be clear of mud and debris generated by construction activity on the Subject

251 Property. Such streets must be cleaned at least once a day, and more often if  
252 required by the Village at its sole judgment.

253 J. North Utility Easement (Watermain). In the event of any repairs to the watermain  
254 within the north utility easement, restoration shall be the responsibility of the  
255 Village. The Village shall solely be responsible for repairing the watermain and  
256 backfilling the trench with stone to grade.

257 K. Inspection, Conveyance and Ownership of On-Site and Off-Site Public  
258 Improvements.

259 i. Inspection. The Village Engineer or a consulting firm selected by the Village  
260 (the “Village Review Team”) shall review and approve the Proposed Water  
261 main Improvement Plans, as well as inspect and oversee any and all  
262 construction of the proposed improvements. All testing shall be coordinated  
263 and scheduled so a Village representative is present. Utility testing and  
264 necessary repairs to meet Village Standards shall be completed for the Public  
265 Improvements within thirty (30) days of written notice from Developer that  
266 the Public Improvements have been completed (which notice shall set forth  
267 with specificity the Public Improvements that have been completed and the  
268 Public Improvements that remain to be completed). The Village Review  
269 Team shall indicate approval or disapproval of the Improvements by written  
270 notice to Developer (the “Inspection Notice”) given within twenty (20) days  
271 following such inspection. If such Public Improvements are not approved, the  
272 reasons therefore shall be set forth in the Inspection Notice. Upon Developer’s  
273 correction of the items set forth in the Inspection Notice, the Village Review  
274 Team, upon request shall reinspect the Improvements and either approve or  
275 disapprove said Improvements pursuant to an Inspection Notice. The Village  
276 Review Team shall either approve or disapprove said Public Improvements  
277 within twenty (20) days of receipt of the notice requesting re-inspection. The  
278 Village, at its expense, shall retain the services of such consultants and/or hire  
279 such employees as may be necessary to ensure that the Village is able to fulfill  
280 its obligations under this Section J. The foregoing, however, does not negate

281 the obligation of Developer to pay all fees otherwise payable for inspection  
282 services under applicable Village ordinances.

283 ii. Conveyance of Improvements. All completed Improvements, following  
284 inspection and approval by the Village Engineer in accordance with sub-  
285 section (i) above, and following the delivery of “as-built” drawings (including  
286 electronic files) to the Village Engineer, shall be conveyed by bill of sale to  
287 be accepted by the Village within sixty (60) days of receipt of written request  
288 for acceptance submitted to the Village by Developer. The Village’s  
289 acceptance of any conveyance of an Improvement shall not be unreasonably  
290 withheld or delayed.

291 iii. Maintenance and Repair. The Village, at the Village’s sole cost and expense,  
292 shall be responsible for maintenance, repair, restoration and reconstruction of  
293 all Public Improvements after the conveyance to the Village and the Village’s  
294 acceptance thereof, subject only to reimbursement of expenses for  
295 maintenance, repair or replacement costs if reimbursable from the Warranty  
296 Period as set forth in Section L.

297 L. Security. Prior to issuance of a development permit, the Developer, or a general  
298 contractor on behalf of Developer, shall post surety (performance bond, letter of  
299 credit or cash deposit) in the form reasonably acceptable to the Village in the  
300 amount of 110% of the engineer’s estimate of the cost of the Public Improvements.  
301 Said surety shall be maintained with the Village until such time as the Public  
302 Improvements, or any portion thereof, have been inspected and approved by the  
303 Village pursuant to the terms set forth in Section G(i) above. Upon approval of the  
304 Public Improvements, or any portion of the Public Improvements, the Developer  
305 shall be permitted to replace the outstanding surety or otherwise to reduce the value  
306 of the outstanding surety by reducing the value of the surety in an amount equal to  
307 the value of the approved Public Improvements. Prior to either replacement or  
308 reduction of the outstanding surety, the Developer shall deposit with the Village a  
309 separate surety (bond, letter of credit or cash deposit) in the amount of ten percent  
310 (10%) of the value of the approved Public Improvements to guarantee the  
311 maintenance, repair or replacement of said approved Public Improvements for a



312 period of six (6) months following the approval of the Public Improvements  
313 pursuant to Section K(i) above (“e Period”).

314 M. Required Easements and Dedications. Developer and Village agree to discuss  
315 further the dedication by Developer of certain easements into a Final Plat of  
316 Easement.

317 **ARTICLE SEVEN**

318 **STORM WATER AND WETLANDS**

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320 A. Stormwater Flood Plains and Wetlands/Management Facilities. Developer shall  
321 provide at its sole cost and expense all necessary storm sewers, drainage swale  
322 systems, detention systems and compensatory storage to service the Developed  
323 Property in compliance with all applicable ordinances and MWRD requirements in  
324 effect at the time Final Engineering for the respective phase is approved for the  
325 Developed Property. Stormwater management facilities necessary to accommodate  
326 the development shall be installed. Any stormwater basin(s) required for future  
327 buildings shall be built when necessary for the future development.

328 B. Stormwater Management. The Developer shall be solely responsible for  
329 construction of the stormwater management facilities, including all storm sewer  
330 and stormwater basins, in accordance with the approved final engineering plans and  
331 the Final Landscape Plans. The Developer shall maintain ownership of the  
332 stormwater basins and shall have the obligation to maintain the stormwater basins  
333 as depicted on the Final Engineering Plans and Final Landscape Plans and shall be  
334 responsible for all related costs.

335 C. Stormwater Bond. Developer shall provide a bond in an amount reasonably  
336 determined by the Village, but not more than the value of the plantings being  
337 secured, to ensure that the required plantings in the Stormwater management  
338 Facility are established. The Village shall perform annual inspections of the  
339 plantings beginning in the second growing season. If the Village reasonably  
340 determines that the overall condition of the plantings is good, then the establishment  
341 bond shall be: i) released if there are no deficiencies identified by the Village at the  
342 conclusion of the third growing season; or ii) reduced to an amount sufficient to

343 cover any deficiencies identified by the Village. Developer shall agree to correct  
344 any deficiencies noted during the inspections. The established bond will be released  
345 after all deficiencies have been corrected. Prior to the Village releasing the bond;  
346 the Developer shall submit a five-year maintenance plan that will be followed by  
347 Developer in maintaining the stormwater basin. In the event Developer or its  
348 successors in interest fail to maintain the plantings, after notice from the Village  
349 and continued default by Developer or its successors, the Village may cause any  
350 deficiencies to be corrected and be reimbursed for its costs of correction.

351 D. Wetlands. Developer has agreed to mitigate an identified wetland location, via a  
352 transfer to a wetlands bank, contained within development on Northwest corner of  
353 site plan depicted on EXHIBIT D. This wetland was reviewed by the United States  
354 Army Corps of Engineers (USACOE), and determined to be non-jurisdictional  
355 from a federal perspective. The Metropolitan Water Reclamation District of  
356 Greater Chicago (MWRDGC) does have jurisdictional control over it, and the  
357 mitigation will be subject to review and approval by the MWRDGC through  
358 issuance of a Watershed Development Permit.

359

## 360 ARTICLE EIGHT

### 361 MASS GRADING

362

363 A. Mass Grading and General Land Development Activities. Upon submittal and  
364 approval of the Mass Grading Plan Improvement and Erosion Control Plans and at  
365 the sole discretion of the Village, Developer may, at its own risk, perform general  
366 land development activities on the Subject Property prior to final subdivision  
367 approval of the Village, which activities may include grading and mass excavation  
368 (including, excavation which also includes permanent or temporary  
369 detention/retention ponds, preliminary grading work, filling and soil stockpiling)  
370 which may commence prior to any approval of any plat or plan. The Village will  
371 issue conditional site development permits for site grading before a Final Plat or  
372 Final Development Plan for each respective phase that is approved provided,  
373 however, that an improvement bond, in an amount equal to the cost of construction

374 and erosion approved by the Village Engineer is submitted, under the following  
375 conditions, which permits shall automatically be revoked if said conditions are not  
376 satisfied by Developer. Installation of silt fence, construction entrance and gravel  
377 base streets for emergency vehicles to have access to all construction sites shall be  
378 completed before the issuance of building permits. However, pavement shall be  
379 completed with a binder course over the proof rolled aggregate base to the full  
380 width of the proposed roadway including the installation of the curb and gutter and  
381 prior to the issuance of any occupancy permits. If performed before the issuance of  
382 permits for the construction of foundations, the general land development work  
383 shall be at Developers' own risk and Developer agrees to indemnify and hold the  
384 Village harmless from any claims or demands of any type for damages arising  
385 therefrom.

386 (i) The Village Review Team shall review and approve the Preliminary Grading  
387 Plan, including detention, erosion and sedimentation control measures, for each  
388 phase. Village agrees that it shall conduct such review with reasonable  
389 promptness and without undue delay. In the event the Village Review Team's  
390 review identifies areas to be corrected, Developer will do so and the Village  
391 Review Team will promptly review the corrections made by Developer.

392 (ii) All activity undertaken hereunder shall be conducted without injuring or  
393 negatively affecting any adjacent properties.

394 (iii) Stockpiling, pulverization and sale of topsoil shall be permitted and shall  
395 be located in areas identified on the Mass Grading Plan and maintained as  
396 designed in the Final Engineering Plans or as may be designated during the  
397 course of construction. All topsoil stockpiles shall be located so as not to  
398 interfere with the installation or ongoing function of utilities and drainage. A  
399 stockpile that is not being actively utilized, for development or other purposes,  
400 shall be stabilized with grass seed or in such similar manner as the Village may  
401 reasonably approve, to avoid creating a nuisance condition. The Village may  
402 require Developer to remove any remaining topsoil stockpiles from the Subject  
403 Property five (5) years following the Village's acceptance of the Public  
404 Improvements.

405 (iv) Plan Submittal, which shall consist of a Final Engineering Plan and a  
406 Stormwater Management Report, shall be submitted to the Village for review  
407 before mass grading activities may commence. If Developer has made no  
408 changes from the Preliminary Plans initially submitted, then the Preliminary  
409 Plans will be deemed the Final Plans and therefore will not require an alternate  
410 submittal. Village agrees that it shall conduct such review with reasonable  
411 promptness and without undue delay. Developer agrees to pay all associated  
412 engineering review fees in the event the Village's review identifies areas to be  
413 corrected, Developer will undertake such corrections and the Village will  
414 promptly review the corrections made by Developer.

415 (v) Upon approval of Final Engineering Plans and all applicable EPA, MWRD,  
416 State and County permits, Developer may apply for a mass grading permit,  
417 approval of which the Village shall unreasonably withhold.

418 (vi) Mass grading shall not violate any conditions or requirements of any other  
419 applicable jurisdiction, including but not limited to the USACE, FEMA, IDNR,  
420 IDOT, CCDOTH, MWRD, or IEPA, and shall avoid any conflict with the  
421 Village or its contractor's installation of the new sewer and water main serving  
422 the Subject Property. The Developer shall provide current status of all  
423 permitting at such time the mass grading is requested to commence as well as  
424 the limits of proposed work demonstrating adherence with permit requirements  
425 from outside agencies.

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427 **ARTICLE NINE**

428 **BUILDING PERMITS AND OCCUPANCY CERTIFICATES**

429

430 A. Building Permits. The Village shall issue building permits upon substantial  
431 completion of the installation of gravel base access to the Developed Property for  
432 emergency vehicles to have access to the portions of the Developed Property for  
433 which Developer has applied for a building permit. Provided that the application  
434 and information submitted by Developer is complete and conforms to the terms of

435 this Agreement and other applicable Village ordinances, codes or regulations, the  
436 Village agrees to issue all building permits for construction.

437 B. Occupancy Certificates. Occupancy certificates shall be issued by the Village upon  
438 Developer constructing utilities as well as curb and gutter and bituminous binder  
439 course across the frontage of the lot for which a certificate of occupancy is required.  
440 No bond shall be required to secure the improvement of the remainder of the  
441 building provided that the exterior lot improvements have been completed prior to  
442 the issuance of the occupancy permit. Upon request by Developer for an occupancy  
443 certificate, the Village shall have five (5) days after receipt of such request to  
444 provide Developer with such certificate or a written statement indicating in detail  
445 how Developer has failed to complete the construction in conformance with the  
446 approved plans, this Agreement and other applicable Village codes, ordinances and  
447 regulations, and what measures or acts will be necessary for Developer to take or  
448 perform in order to conform with construction in order to obtain the occupancy  
449 certificate. Any re-inspections shall take place within five (5) days after  
450 Developer's request, weather permitting. The occupancy certificate once issued,  
451 shall be in conclusive determination of satisfaction with respect to the obligations  
452 of Developer in regard to the building to which the occupancy certificate pertains.  
453 Issuance of a final occupancy permit for a subdivided lot of the Developed Property  
454 shall serve as evidence that all fees have been paid and any subsequent owner of a  
455 subdivided lot for which a final occupancy permit has been issued shall take  
456 ownership free and clear of said fee payment obligations set forth in this Agreement  
457 or other Developer obligations set forth in this Agreement with respect to said  
458 subdivided lot.

459 C. Temporary Occupancy Certificates. If weather and seasonable changes prevent the  
460 installation of landscaping, service walks, public sidewalks, final driveway  
461 surfaces, or final lift of roadway paving and pavement striping when any building  
462 or unit is otherwise substantially complete, temporary occupancy certificates for  
463 that building or unit shall be granted provided that Developer complies with the  
464 bonding and other requirements for temporary certificates of occupancy set forth in  
465 the Village Codes. The required landscaping, flatwork and paving shall be installed

466 at such time as weather permits, but not later than the date(s) specified in the Village  
467 Codes unless agreed upon by both Parties. Any bonding requirement for temporary  
468 occupancy certificated may be satisfied by winter condition cash bond rather than  
469 individual bonds for each unit.

470 D. Foundation Only Permit. Developer may apply for a Foundation Only Permit in  
471 accordance with Village policy and subject to approval by the Village Board.

472 F. Building Permit Fees. The Village agrees to waive building permit fee in the  
473 amount not to exceed two hundred ninety-three thousand dollars (\$293,000.00)  
474 based on a construction cost of thirty-five million dollars (\$35,000,000.00). In the  
475 event the Development's construction cost is lower than thirty-five million dollars  
476 (\$35,000,000.00), the waived permit fees shall be reduced accordingly. The waived  
477 building permit fees shall be applicable for one year subsequent to the execution of  
478 this Development Agreement (the "Permit Fee Waiver Term"). In the event that the  
479 building permit is not issued for the construction of the building per the Preliminary  
480 Site Plan within one year after the execution of this Development Agreement, there  
481 shall be no waiver of the applicable building permit fee (the "Permit Fee Waiver  
482 Deadline". In the event Developer experiences delays due to difficulty obtaining  
483 materials, permitting matters or weather concerns, the Developer may request and  
484 receive a one (1) year extension of the Permit Fee Waiver Deadline, approval of  
485 which shall not be unreasonably withheld by the Village. Developer acknowledges  
486 that it shall be required to pay fire sprinkler, fire alarm, inspection and all other  
487 third-party review fees.

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**ARTICLE TEN**  
**RESERVED**

**ARTICLE ELEVEN**  
**SUCCESSORS AND ASSIGNS**

501 All of the Developer's rights under this Agreement for the Subject Property shall  
502 inure to the benefit of Developer's successors and assigns and upon successor legal or  
503 beneficial owners of all or any of the Subject Property. All of the obligations of Developer  
504 under this Agreement shall be binding upon Developer's successors and assigns and upon  
505 successor legal of beneficial owners of all or any portion of the Subject Property. The  
506 Village agrees that if a third-party purchaser of the Subject Property, or any portion thereof,  
507 assumes Developer's obligations under this Agreement, Developer shall be released from  
508 liability for the performance of such obligations to the extent such third-party purchaser  
509 assumes such obligations. This Development Agreement and all rights and obligations  
510 hereunder may not be assigned without the written consent of the other party. The  
511 foregoing notwithstanding, Developer may assign any and all rights and obligations  
512 hereunder to a parent, subsidiary, affiliate or successor by merger or asset purchase, or  
513 other such business combination, of Developer or its affiliates without Village's prior  
514 consent.

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## ARTICLE TWELVE

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### GENERAL PROVISIONS

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519 A. Force Majeure. Time is of the essence of this Development Agreement; provided,  
520 however, a party shall not be deemed in material breach of this Development  
521 Agreement with respect to any obligations of this Development Agreement on such  
522 party's part to be performed if such party fails to timely perform the same and such  
523 failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal  
524 or illegal), civil disorder, inability to procure materials, weather conditions, wet soil  
525 conditions, failure or interruptions of power, restrictive governmental laws and  
526 regulations, condemnations, riots, insurrections, war, fuel shortages, accidents,  
527 casualties, floods, earthquakes, fires, acts of God, pandemics, epidemics,  
528 quarantine restrictions, freight embargoes, acts caused directly or indirectly by the  
529 other party (or the other party's agents, employees or invitees) or similar causes  
530 beyond the reasonable control of such party (Force Majeure). If one of the  
531 foregoing events shall occur or either party shall claim that such an event shall have

532 occurred, the party to whom such claim is made shall investigate same and consult  
533 with the party making such claim and the party to whom such claim is made shall  
534 grant any extension for the performance of the unsatisfied obligation equal to the  
535 period of the delay, which period shall commence to run from the time of the  
536 commencement of the Force Majeure; provided that the failure of performance was  
537 reasonably caused by such Force Majeure.

538 B. All provisions, conditions and regulations set forth in the Agreement and the  
539 Documents or plans to which they refer shall by their specificity supersede all  
540 Village ordinances, codes, rules and regulations that are in conflict with this  
541 Agreement.

542 C. This Agreement shall be effective for a term of ten (10) years from the date of this  
543 Agreement.

544 D. This Agreement shall bind and inure to the benefit of the heirs, successors and  
545 assigns of Developer and the Village.

546 E. This Agreement, when recorded, constitutes a covenant running with the land and  
547 is binding upon and inures to the benefit of the parties, all grantees, successors and  
548 assigns.

549 F. Nothing in this Agreement shall prevent the alienation, encumbrance or sale  
550 of the Subject Property or any portion of it, and the new owner or owners shall be  
551 both benefited and bound by the conditions and restrictions expressed in this  
552 Agreement, and to such extent Developer shall be released.

553 G. Within thirty (30) days after its execution, this Agreement shall be recorded at the  
554 sole cost and expense of the Party recording same in the office of the Clerk of Cook  
555 County, Illinois.

556 H. If any provision of this Agreement is found by a court of law to be in violation  
557 of any applicable Local, State or Federal law, ordinance or regulation, and if a  
558 court of competent jurisdiction should declare such provision of this Agreement to  
559 be illegal, void or unenforceable, then it is the intent of the Parties that the  
560 remainder of this Agreement shall be construed as if such illegal, void or  
561 unenforceable provision was not contained herein and that the rights and  
562 obligations of the Parties hereunder shall continue in full force and effect.



- 563 I. The Corporate Authorities for the Village warrant that they have the authority to  
564 enter into this Agreement. Developer warrants that the execution of this Agreement  
565 has been duly and validly authorized and that the obligations imposed upon  
566 Developer herein shall be valid and binding obligations of Developer.
- 567 J. The captions of paragraphs are intended only for the convenience of the parties and  
568 are not to be construed as part of this Agreement or as a limitation of the scope of  
569 the particular sections to which they refer.
- 570 K. Within twenty (20) days after the request by Developer, or its successors or  
571 assigns, the Village shall deliver to Developer a letter stating that this Agreement  
572 is in full force and effect and that there are no outstanding known violations of the  
573 provisions of this Agreement or identifying each known violation and the steps  
574 necessary to cure it. The delivery of any such letter does not by law constitute an  
575 estoppel against the Village and it may proceed to enforce any violation of any of  
576 its Codes or Ordinances or any of the terms and conditions of this Agreement which  
577 may in fact have been violated.
- 578 L. This Agreement may be executed in any number of counterparts and duplicate  
579 originals, each of which shall be deemed an original but all of which shall constitute  
580 one and the same instrument.
- 581 M. Failure of any Party to this Agreement to insist upon the strict and prompt  
582 performance of the terms, covenants, agreements and conditions herein contained,  
583 or any of them, upon any other party imposed, shall not, conditions herein  
584 contained, or any of them, upon any other party imposed, shall not, constitute or be  
585 construed as a waive to relinquishment of any Parties' right thereafter to enforce  
586 such term, covenant, agreement or condition, but the same shall continue in full  
587 force and effect.
- 588 N. Except as specifically provided herein above, Developer and successors and/or  
589 assigns, agree during the term of this Agreement to not initiate any action to  
590 disconnect said property from the Village of Tinley Park.
- 591 O. The Village agrees to waive certain amounts of permit, utility (water/sewer  
592 connection) tap-on and recapture fees ordinarily assessed and charged as they arise.

593 Failure of the Developer to comply substantively with the material terms herein this  
594 agreement shall be pursuant to Article Twelve and Thirteen of this Agreement.

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**ARTICLE THIRTEEN**  
**PROCEDURE FOR DECLARING DEFAULTS**

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A. In the event any Party defaults in its performance of its obligations set forth in this Agreement, then the non-defaulting Parties shall, upon notice to the defaulting party, allow the defaulting party thirty (30) days to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the above, in the event of an emergency life, health or safety situation, the Village shall have the right, but not the obligation, to enter onto the Subject Property and cure the default without giving Developer prior notice or an opportunity to cure.

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B. Any default in the performance of any obligation of Developer under the approved Agreement shall constitute a default under this Agreement, provided that Developer receives such notice and opportunity to cure as provided in Article 13(A) of this Agreement.

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**ARTICLE FOURTEEN**  
**REMEDIES**

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Upon breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity (and if in equity, without the showing of the inadequacy of legal remedies or of the possibility of irreparable harm to the plaintiff) may seek to secure the specific performance of the covenants and agreements herein contained, and may be awarded damages, not including attorneys' fees for the failure of performance. Each Party shall pay their respective attorneys' fees. Before any failure of any Party to this Agreement to perform its obligations hereunder shall be deemed to be in breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if satisfactory performance has commenced within forty-five (45) days of receipt of such notices.

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**ARTICLE FIFTEEN**

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**NOTICES**

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630 All notices required to be served herein shall be served on the parties at the  
631 addresses set forth below (or at such other addresses as the parties may from time to time  
632 designate in writing), personally or by certified mail, return receipt requested:

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634 If to Village: Village of Tinley Park  
635 16250 S. Oak Park Avenue  
636 Tinley Park, IL 60447  
637 Attn: Village Clerk

638

639 With Copy To: Kevin Kearney  
640 Peterson Johnson & Murray, Chicago LLC  
641 200 West Adams Street, Suite 2125  
642 Chicago, IL 60606  
643 kkearney@pjmchicago.com

644

645 If to Developer: President and Chief Executive Officer  
646 Loyola University Health System  
647 2160 South First Avenue  
648 Maywood, Illinois 60153

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651 With Copy To: General Counsel  
652 Loyola University Health System  
653 2160 South First Avenue  
654 Maywood, Illinois 60153

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Loyola University Health System  
2160 South First Avenue  
Maywood, Illinois 60153

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Tinley Park, an Illinois municipal corporation

By: Michael W. Stoj  
Village Mayor

*Attest:*

[Signature]  
Village Clerk

*Attest:*

Loyola University Health System, An Illinois Nonprofit Company  
By: Shawn P. Vincent, President and CEO

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By:  \_\_\_\_\_

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Exhibit A

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Subject Property

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[This is the entire footprint of the LUHS Owned Property which includes the new

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4.1 acres, the L-shaped legacy and the triangle]

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PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 19 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST ALONG THE LAST DESCRIBED LINE 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 15 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 942.37 FEET OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 21 SECONDS WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NO. 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10 DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART OF PARCEL 2 TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, PURSUANT TO FINAL JUDGMENT ORDER ENTERED SEPTEMBER 12, 2002 IN CASE NO. 00 L 050372 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 77.206 METERS (253.30 FEET), ALONG THE EAST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING AND TO THE EASTERLY RIGHT-OF-WAY LINE OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METERS (546.21 FEET), ALONG THE SAID EASTERLY LINE OF FAI-880; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80, TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-

OF-WAY CORNER IPLS 2017"; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET), TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET), TO A POINT ON THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET), ALONG THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF DEDICATION DATED JULY 7, 2000 AND RECORDED JULY 24, 2000 AS DOCUMENT NO. 00555222 FROM REPUBLIC BANK OF CHICAGO KNOWN AS TRUST NUMBER 3018 TO THE VILLAGE OF TINLEY PARK FOR THE PURPOSE OF PUBLIC ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 80 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE NORTH 590.86 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 80 FEET OF THE SOUTH 351.52 FEET OF THE NORTH 942.37 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE ), ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

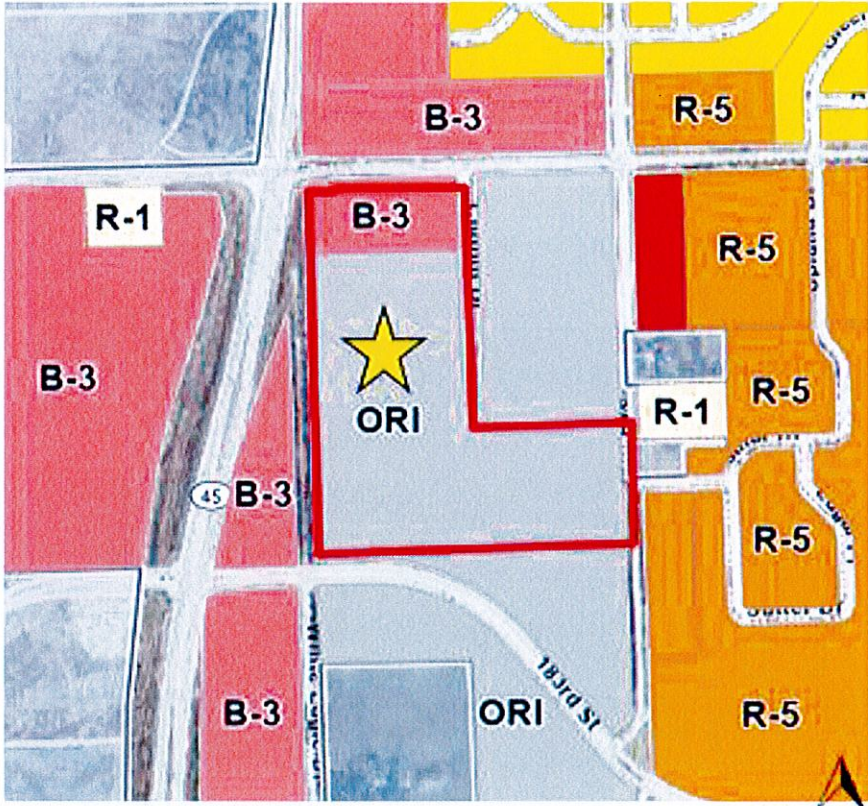


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Exhibit B

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Location Plan Overlay of Tinley Park Zoning Map



*Zoning Map*

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**Exhibit C**

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**Land Plan**

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[This Exhibit depicts the 12.69 to be developed and the 16.49 to remain undeveloped.

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(this includes the Consolidated Parcel and the Triangle).

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**Exhibit D**

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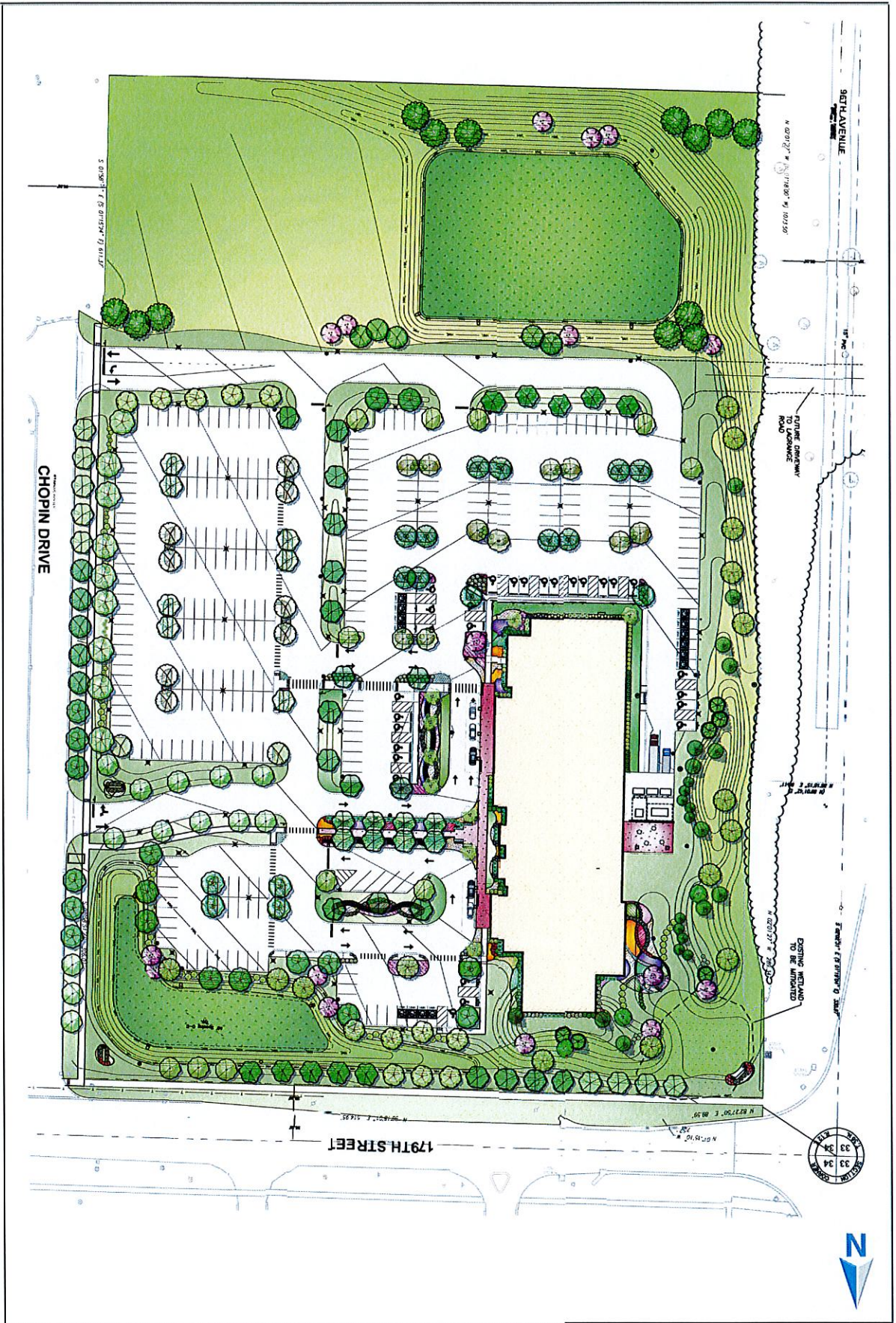
**Preliminary Site Plan**

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**[This is the Site Plan for the 12.69 acres to be developed]**

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<p><b>ERIKSSON ENGINEERING ASSOCIATES, LTD.</b></p> <p>1000 W. 10th Street Saskatoon, Saskatchewan S7N 3A5 Canada Tel: (306) 975-2222 Fax: (306) 975-2223 www.eriksson.ca</p>	<h1>EXHIBIT D</h1>	<p>Sheet Title:</p> <h2>EXHIBIT D</h2> <p>Drawn By:</p> <h3>D</h3>
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LOYOLA UNIVERSITY MEDICAL CENTER

# LOYOLA CENTER FOR HEALTH

30 SEPTEMBER, 2021 | VILLAGE OF TINLEY PARK, ILLINOIS

EXTERIOR DESIGN



# FACADE COMPOSITION

LOYOLA CENTER FOR HEALTH · VILLAGE OF TINLEY PARK



FACADE COMPOSITION  
30 SEPTEMBER 2021



# EAST & NORTH FACADES

IN CONTEXT

LOYOLA CENTER FOR HEALTH VILLAGE OF TINLEY PARK





FACADE COMPOSITION  
30 SEPTEMBER 2021

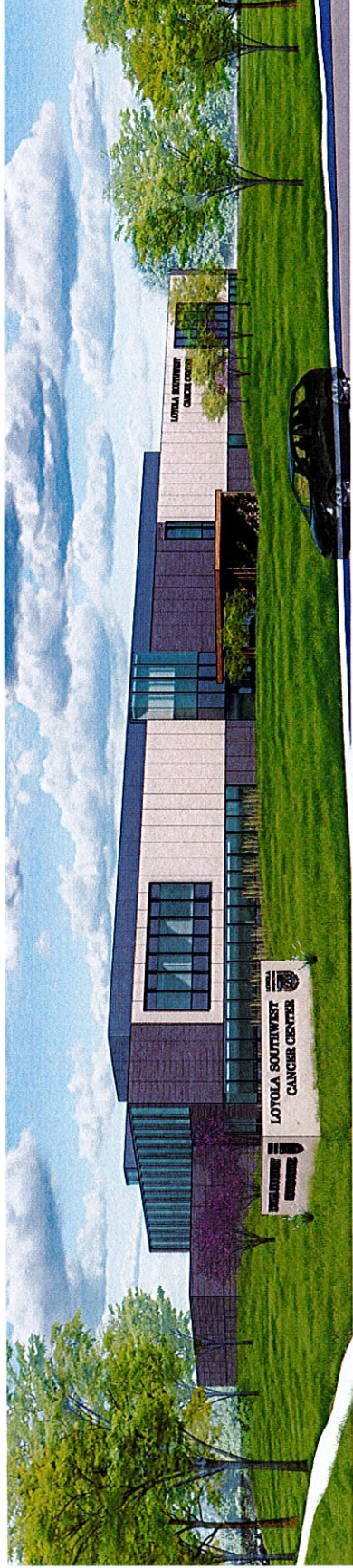


**EAST & NORTH FACADES**

LOYOLA CENTER FOR HEALTH · VILLAGE OF TINLEY PARK



FACADE COMPOSITION  
30 SEPTEMBER 2021



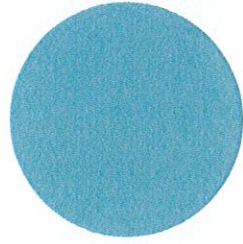
## WEST & SOUTH FACADES

LOYOLA CENTER FOR HEALTH - VILLAGE OF TINLEY PARK



FACADE COMPOSITION  
30 SEPTEMBER 2021

GL-01 - GLASS  
31%



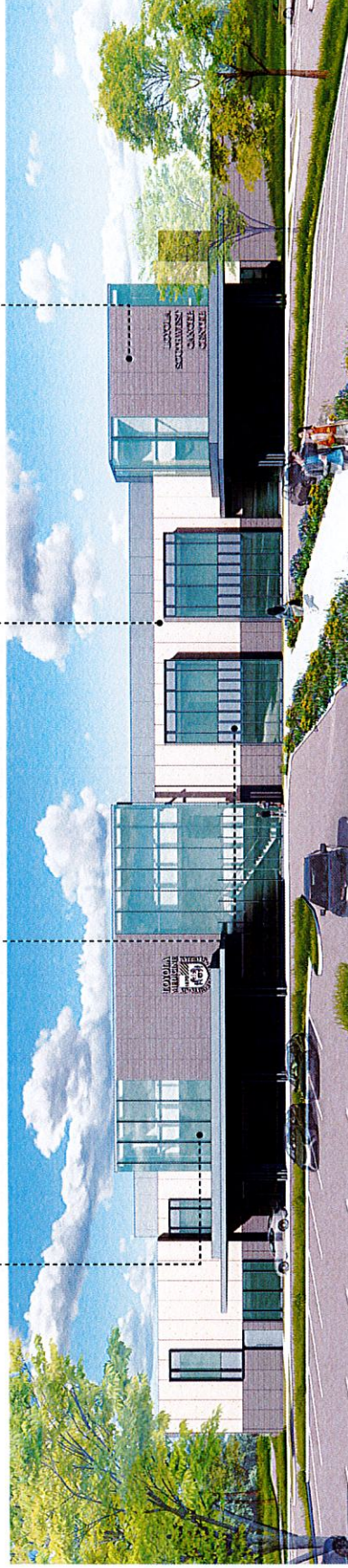
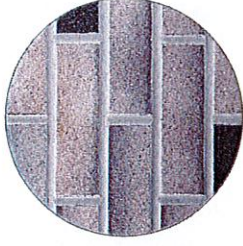
MTL-01 - METAL PANEL  
11%



PC-01 - PRECAST  
19%



BK-01 - BRICK  
38%



**EAST ELEVATION**

LOYOLA CENTER FOR HEALTH , VILLAGE OF TINLEY PARK



FACADE COMPOSITION  
30 SEPTEMBER 2021

PC-01 - PRECAST  
3%



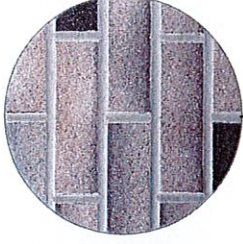
MTL-01 - METAL PANEL  
12%



GL-01 - GLASS  
42%



BK-01 - BRICK  
42%

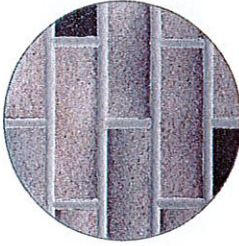


# NORTH ELEVATION

LOYOLA CENTER FOR HEALTH VILLAGE OF TINLEY PARK



BK-01 - BRICK  
36%



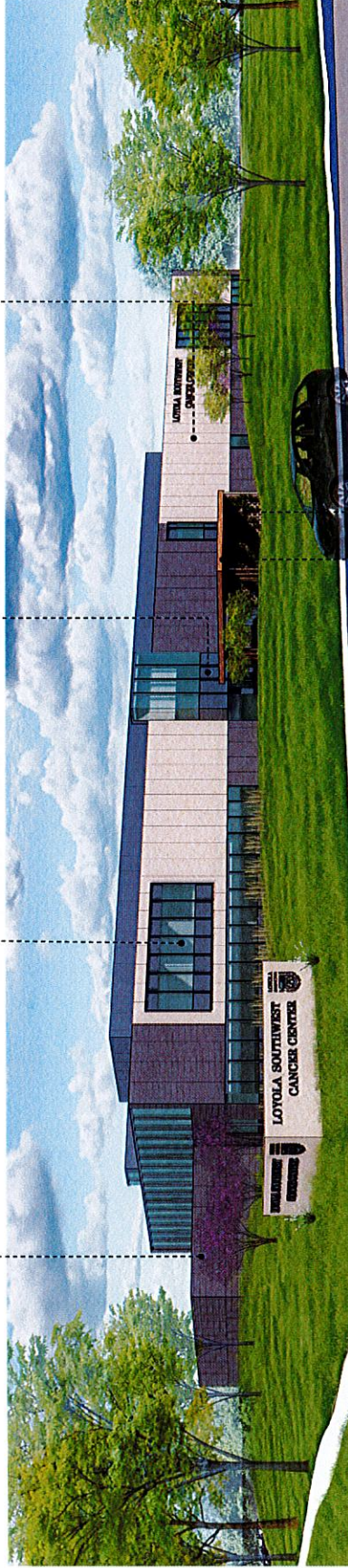
GL-01 - GLASS  
17%



MTL-01 - METAL PANEL  
13%



PC-01 - PRECAST  
34%



STAFF RESPITE CANOPY  
CLAD WOOD

SERVICE AREA SCREEN WALL  
PC-01

# WEST ELEVATION

LOYOLA CENTER FOR HEALTH · VILLAGE OF TINLEY PARK



GL-01 - GLASS  
48%



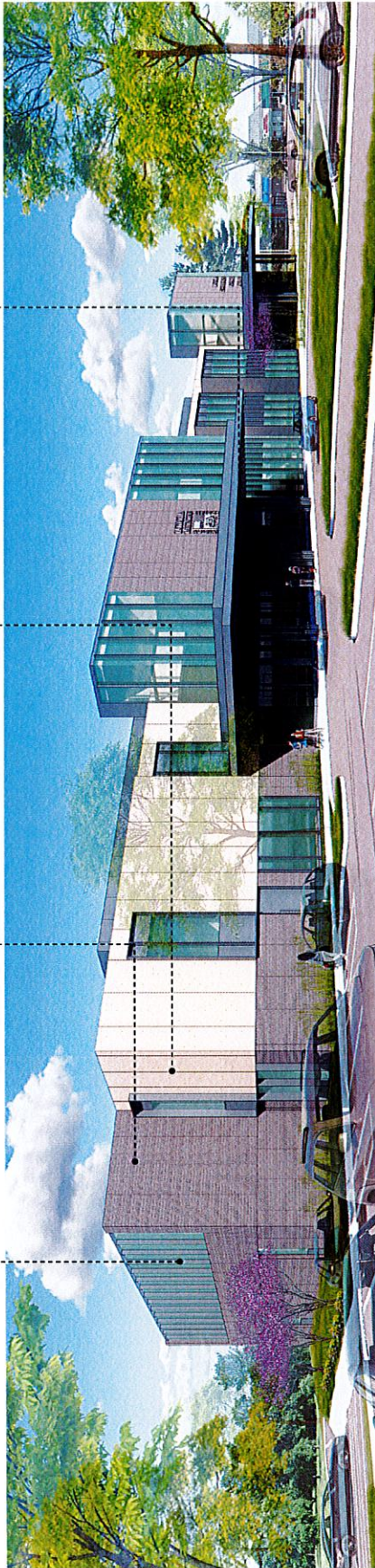
BK-01 - BRICK  
37%



PC-01 - PRECAST  
9%



MTL-01 - METAL PANEL  
8%



# SOUTH ELEVATION

LOYOLA CENTER FOR HEALTH VILLAGE OF TINLEY PARK





GL-01 - GLASS  
30%



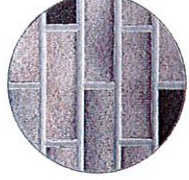
MTL-01 - METAL PANEL  
12%



PC-01 - PRECAST  
18%



BK-01 - BRICK  
40%



# TOTAL MATERIAL COMPOSITION

LOYOLA CENTER FOR HEALTH - VILLAGE OF TINLEY PARK



# LOYOLA UNIVERSITY HEALTH SYSTEM LOYOLA SOUTHWEST AMBULATORY CARE CENTER

179TH STREET AND LAGRANGE ROAD  
TINLEY PARK, IL



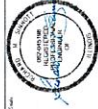
Project:  
LOYOLA SOUTHWEST  
AMBULATORY CARE  
CENTER  
Tinley Park, IL 60467

Provided for:  
LOYOLA UNIVERSITY  
HEALTH SYSTEM  
700 South 1st Avenue, Maywood, IL 60153

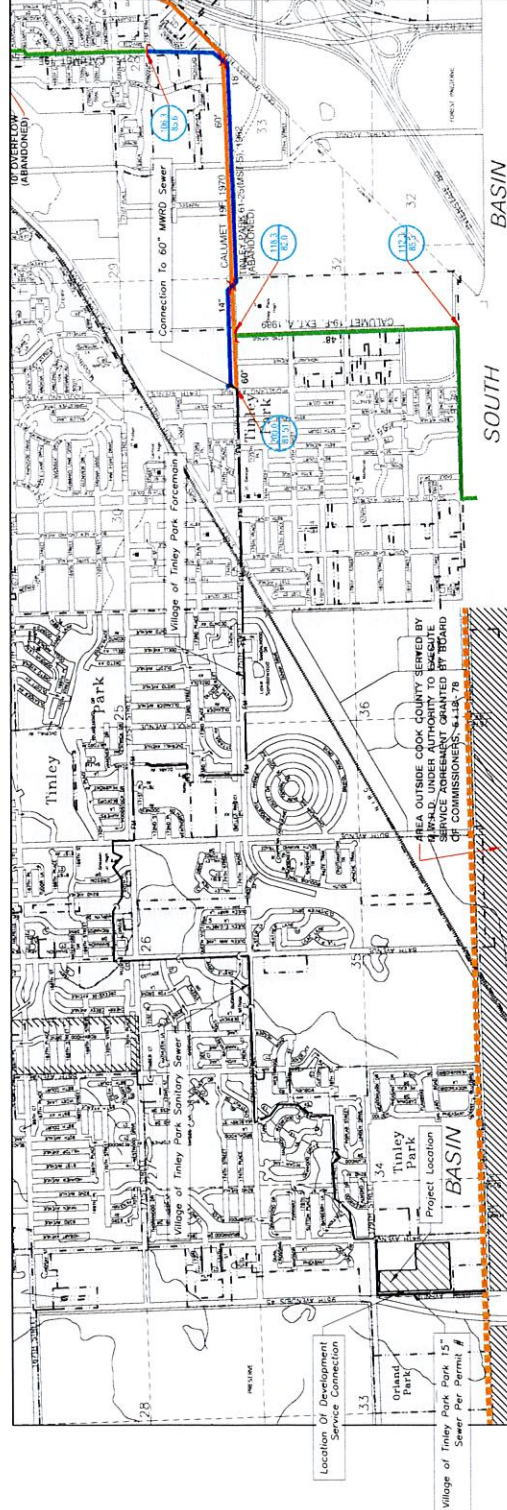


McMahon, Clark & Schweinhart, Inc.  
330 South Wabash Avenue, 14th Floor  
Chicago, IL 60604 USA  
Tel: 312 785-1800 Fax: 312 782-0277  
www.mcswh.com

IMEC Corporation  
International Mechanical Engineering Consultants  
1100 W. 12th Street, Suite 4208  
Minneapolis, MN 55404 USA  
Tel: 612 338-5555 Fax: 612 338-5556  
www.imec.com  
Engineers: International Engineering Associates, Ltd.  
2000 Lakeshore Drive, Suite 200  
Oakbrook, IL 60181



NO.	DATE	DESCRIPTION
1	02/10/11	ISSUED FOR PERMIT
2	03/15/11	REVISED PER COMMENTS
3	04/20/11	REVISED PER COMMENTS
4	05/10/11	REVISED PER COMMENTS
5	06/01/11	REVISED PER COMMENTS
6	06/20/11	REVISED PER COMMENTS
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99	05/10/15	REVISED PER COMMENTS
100	05/20/15	REVISED PER COMMENTS



**SITE LOCATION MAP**  
(N.T.S.)

### INDEX OF SHEETS

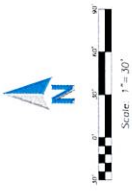
- C000 COVER SHEET
- C001 SITE NOTES AND LEGENDS
- C002 PHASING PLAN AND SITE VICINITY MAP
- C003 LIMITED EARTHWORK AND FOUNDATION PLAN
- C100 EXISTING CONDITIONS AND DEMOLITION PLAN
- C101 EXISTING CONDITIONS AND DEMOLITION PLAN
- C200 SITE GEOMETRY PLAN
- C201 SITE GEOMETRY PLAN
- C300 SITE UTILITY PLAN
- C301 SITE UTILITY PLAN
- C400 SITE GRADING AND PAVING PLAN
- C401 SITE GRADING AND PAVING PLAN
- C500 SITE SOIL EROSION AND SEDIMENT CONTROL PLAN
- C501 SITE SOIL EROSION AND SEDIMENT CONTROL PLAN
- C600 DETAILS
- C601 DETAILS
- C602 DETAILS
- C603 DETAILS
- C604 DETAILS
- C605 DETAILS
- C606 DETAILS

**SURVEY PROVIDED BY:**  
The City of Tinley Park, Illinois  
2017-2025. Order Number 21-101-100

**PROJECT BENCHMARKS**  
BM1: Chicago Square on Light Pole Stake  
+23.89 (MAGD83)  
+25.50 (MAGD83)  
BM2: Southwest Trench Box on Highway Under The Ward "Jules"  
+25.29 (MAGD83)  
BM3: Normalized Change Box on Highway Under The Ward "Jules"  
+25.00 (MAGD83)

**JULIETTE**  
This sheet contains the site location map, which is provided by the contractor prior to construction to indicate the location of the construction site. JULIETTE 1 (888) 984-1912





**PLANT SCHEDULE (Overall Complete)**

NO.	SYMBOL	PLANT NAME	PLANT SIZE	QUANTITY
001	1" x 1" x 1"	1" x 1" x 1" PLANT	1" x 1" x 1"	1
002	2" x 2" x 2"	2" x 2" x 2" PLANT	2" x 2" x 2"	1
003	3" x 3" x 3"	3" x 3" x 3" PLANT	3" x 3" x 3"	1
004	4" x 4" x 4"	4" x 4" x 4" PLANT	4" x 4" x 4"	1
005	5" x 5" x 5"	5" x 5" x 5" PLANT	5" x 5" x 5"	1
006	6" x 6" x 6"	6" x 6" x 6" PLANT	6" x 6" x 6"	1
007	7" x 7" x 7"	7" x 7" x 7" PLANT	7" x 7" x 7"	1
008	8" x 8" x 8"	8" x 8" x 8" PLANT	8" x 8" x 8"	1
009	9" x 9" x 9"	9" x 9" x 9" PLANT	9" x 9" x 9"	1
010	10" x 10" x 10"	10" x 10" x 10" PLANT	10" x 10" x 10"	1
011	11" x 11" x 11"	11" x 11" x 11" PLANT	11" x 11" x 11"	1
012	12" x 12" x 12"	12" x 12" x 12" PLANT	12" x 12" x 12"	1
013	13" x 13" x 13"	13" x 13" x 13" PLANT	13" x 13" x 13"	1
014	14" x 14" x 14"	14" x 14" x 14" PLANT	14" x 14" x 14"	1
015	15" x 15" x 15"	15" x 15" x 15" PLANT	15" x 15" x 15"	1
016	16" x 16" x 16"	16" x 16" x 16" PLANT	16" x 16" x 16"	1
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024	24" x 24" x 24"	24" x 24" x 24" PLANT	24" x 24" x 24"	1
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026	26" x 26" x 26"	26" x 26" x 26" PLANT	26" x 26" x 26"	1
027	27" x 27" x 27"	27" x 27" x 27" PLANT	27" x 27" x 27"	1
028	28" x 28" x 28"	28" x 28" x 28" PLANT	28" x 28" x 28"	1
029	29" x 29" x 29"	29" x 29" x 29" PLANT	29" x 29" x 29"	1
030	30" x 30" x 30"	30" x 30" x 30" PLANT	30" x 30" x 30"	1
031	31" x 31" x 31"	31" x 31" x 31" PLANT	31" x 31" x 31"	1
032	32" x 32" x 32"	32" x 32" x 32" PLANT	32" x 32" x 32"	1
033	33" x 33" x 33"	33" x 33" x 33" PLANT	33" x 33" x 33"	1
034	34" x 34" x 34"	34" x 34" x 34" PLANT	34" x 34" x 34"	1
035	35" x 35" x 35"	35" x 35" x 35" PLANT	35" x 35" x 35"	1
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039	39" x 39" x 39"	39" x 39" x 39" PLANT	39" x 39" x 39"	1
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041	41" x 41" x 41"	41" x 41" x 41" PLANT	41" x 41" x 41"	1
042	42" x 42" x 42"	42" x 42" x 42" PLANT	42" x 42" x 42"	1
043	43" x 43" x 43"	43" x 43" x 43" PLANT	43" x 43" x 43"	1
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045	45" x 45" x 45"	45" x 45" x 45" PLANT	45" x 45" x 45"	1
046	46" x 46" x 46"	46" x 46" x 46" PLANT	46" x 46" x 46"	1
047	47" x 47" x 47"	47" x 47" x 47" PLANT	47" x 47" x 47"	1
048	48" x 48" x 48"	48" x 48" x 48" PLANT	48" x 48" x 48"	1
049	49" x 49" x 49"	49" x 49" x 49" PLANT	49" x 49" x 49"	1
050	50" x 50" x 50"	50" x 50" x 50" PLANT	50" x 50" x 50"	1

**SITE MATERIALS SCHEDULE (Overall Complete)**

NO.	SYMBOL	MATERIAL NAME	QUANTITY
001	1" x 1" x 1"	1" x 1" x 1" MATERIAL	1
002	2" x 2" x 2"	2" x 2" x 2" MATERIAL	1
003	3" x 3" x 3"	3" x 3" x 3" MATERIAL	1
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007	7" x 7" x 7"	7" x 7" x 7" MATERIAL	1
008	8" x 8" x 8"	8" x 8" x 8" MATERIAL	1
009	9" x 9" x 9"	9" x 9" x 9" MATERIAL	1
010	10" x 10" x 10"	10" x 10" x 10" MATERIAL	1
011	11" x 11" x 11"	11" x 11" x 11" MATERIAL	1
012	12" x 12" x 12"	12" x 12" x 12" MATERIAL	1
013	13" x 13" x 13"	13" x 13" x 13" MATERIAL	1
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016	16" x 16" x 16"	16" x 16" x 16" MATERIAL	1
017	17" x 17" x 17"	17" x 17" x 17" MATERIAL	1
018	18" x 18" x 18"	18" x 18" x 18" MATERIAL	1
019	19" x 19" x 19"	19" x 19" x 19" MATERIAL	1
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027	27" x 27" x 27"	27" x 27" x 27" MATERIAL	1
028	28" x 28" x 28"	28" x 28" x 28" MATERIAL	1
029	29" x 29" x 29"	29" x 29" x 29" MATERIAL	1
030	30" x 30" x 30"	30" x 30" x 30" MATERIAL	1
031	31" x 31" x 31"	31" x 31" x 31" MATERIAL	1
032	32" x 32" x 32"	32" x 32" x 32" MATERIAL	1
033	33" x 33" x 33"	33" x 33" x 33" MATERIAL	1
034	34" x 34" x 34"	34" x 34" x 34" MATERIAL	1
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036	36" x 36" x 36"	36" x 36" x 36" MATERIAL	1
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039	39" x 39" x 39"	39" x 39" x 39" MATERIAL	1
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049	49" x 49" x 49"	49" x 49" x 49" MATERIAL	1
050	50" x 50" x 50"	50" x 50" x 50" MATERIAL	1

**LANDSCAPE NOTES**

1. THE LANDSCAPE DESIGN IS BASED ON THE INFORMATION PROVIDED BY THE ARCHITECT AND THE CLIENT. THE LANDSCAPE DESIGNER HAS CONDUCTED VISUAL ANALYSIS AND VISUALIZATION TO DETERMINE THE APPROPRIATE LANDSCAPE DESIGN FOR THE PROJECT. THE LANDSCAPE DESIGNER HAS CONDUCTED VISUAL ANALYSIS AND VISUALIZATION TO DETERMINE THE APPROPRIATE LANDSCAPE DESIGN FOR THE PROJECT. THE LANDSCAPE DESIGNER HAS CONDUCTED VISUAL ANALYSIS AND VISUALIZATION TO DETERMINE THE APPROPRIATE LANDSCAPE DESIGN FOR THE PROJECT.

2. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE DESIGN. THE LANDSCAPE DESIGNER HAS CONDUCTED VISUAL ANALYSIS AND VISUALIZATION TO DETERMINE THE APPROPRIATE LANDSCAPE DESIGN FOR THE PROJECT. THE LANDSCAPE DESIGNER HAS CONDUCTED VISUAL ANALYSIS AND VISUALIZATION TO DETERMINE THE APPROPRIATE LANDSCAPE DESIGN FOR THE PROJECT.

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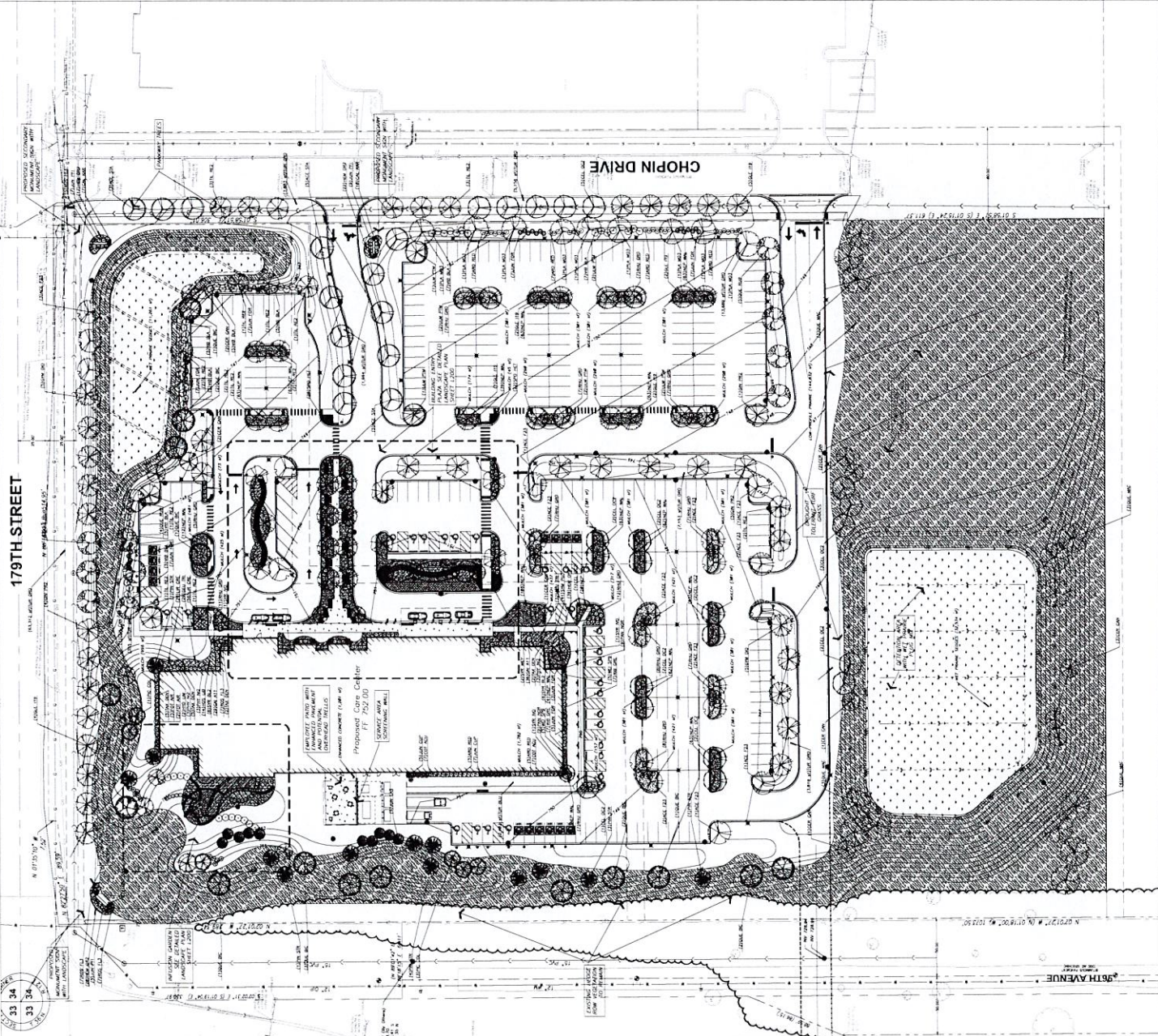
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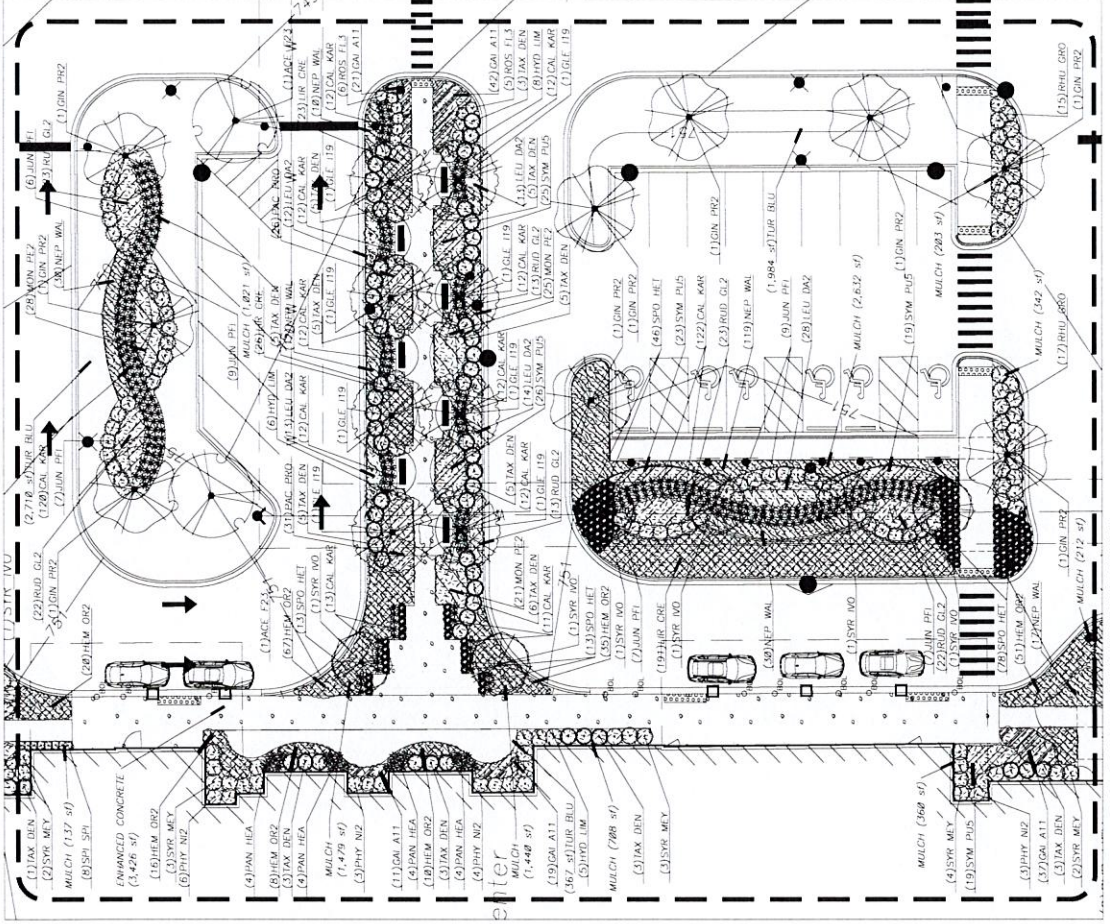
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NOT FOR CONSTRUCTION



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11/28/19
2	ISSUED FOR CONSTRUCTION	11/28/19



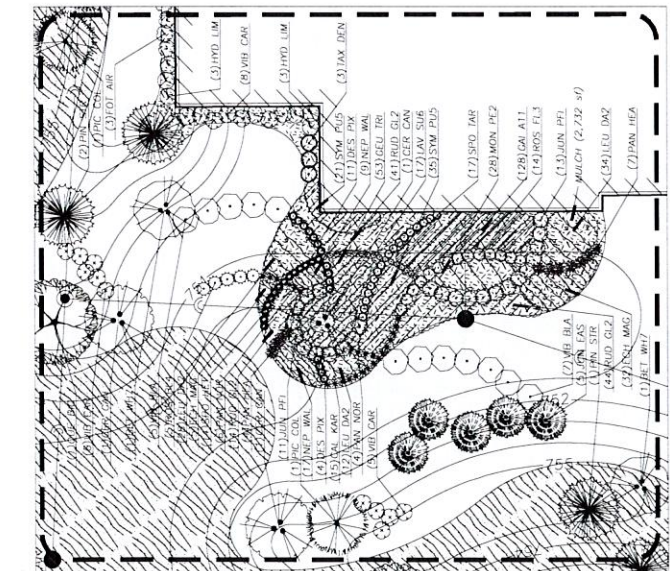
DETAILED LANDSCAPE PLAN - (INFUSION GARDEN AREA)

PLANT SCHEDULE - (Infusion Garden Area Only)

PLANT	QTY	QTY	QTY	QTY
(1)TAX DEN	1	1	1	1
(2)SYR MEY	1	1	1	1
(3)JUN HEI	1	1	1	1
(4)JUN HEA	1	1	1	1
(5)TAX DEN	1	1	1	1
(6)JUN HEI	1	1	1	1
(7)TAX DEN	1	1	1	1
(8)JUN HEA	1	1	1	1
(9)TAX DEN	1	1	1	1
(10)JUN HEA	1	1	1	1
(11)TAX DEN	1	1	1	1
(12)JUN HEA	1	1	1	1
(13)TAX DEN	1	1	1	1
(14)JUN HEA	1	1	1	1
(15)TAX DEN	1	1	1	1
(16)JUN HEA	1	1	1	1
(17)TAX DEN	1	1	1	1
(18)JUN HEA	1	1	1	1
(19)TAX DEN	1	1	1	1
(20)JUN HEA	1	1	1	1
(21)TAX DEN	1	1	1	1
(22)JUN HEA	1	1	1	1
(23)TAX DEN	1	1	1	1
(24)JUN HEA	1	1	1	1
(25)TAX DEN	1	1	1	1
(26)JUN HEA	1	1	1	1
(27)TAX DEN	1	1	1	1
(28)JUN HEA	1	1	1	1
(29)TAX DEN	1	1	1	1
(30)JUN HEA	1	1	1	1

SITE MATERIALS SCHEDULE - (Infusion Garden Area Only)

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11/28/19
2	ISSUED FOR CONSTRUCTION	11/28/19



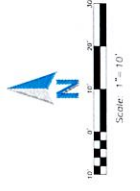
DETAILED LANDSCAPE PLAN - (BUILDING ENTRY AREA)

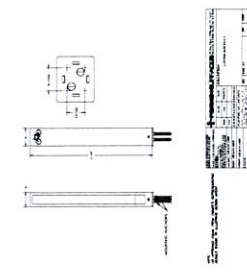
PLANT SCHEDULE - (Building Entry Area Only)

PLANT	QTY	QTY	QTY	QTY
(1)TAX DEN	1	1	1	1
(2)SYR MEY	1	1	1	1
(3)JUN HEI	1	1	1	1
(4)JUN HEA	1	1	1	1
(5)TAX DEN	1	1	1	1
(6)JUN HEI	1	1	1	1
(7)TAX DEN	1	1	1	1
(8)JUN HEA	1	1	1	1
(9)TAX DEN	1	1	1	1
(10)JUN HEA	1	1	1	1
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(12)JUN HEA	1	1	1	1
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(16)JUN HEA	1	1	1	1
(17)TAX DEN	1	1	1	1
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(24)JUN HEA	1	1	1	1
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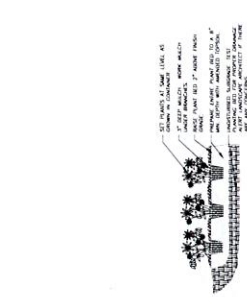
SITE MATERIALS SCHEDULE - (Building Entry Area Only)

NO.	REVISION	DATE
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2	ISSUED FOR CONSTRUCTION	11/28/19

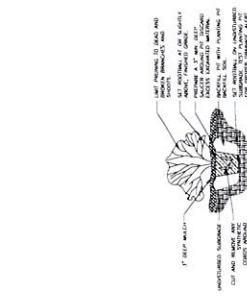




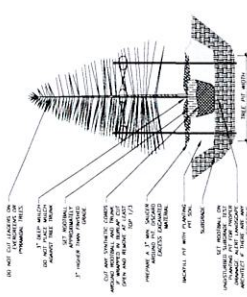
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 REF TO SCALE  
 12/18/2013-01



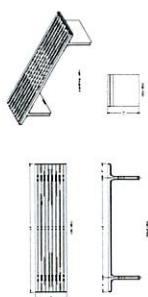
2 EVERGREEN TREE PLANTING DETAIL  
 REF TO SCALE  
 12/18/2013-02



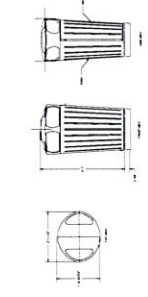
3 SHRUB PLANTING DETAIL  
 REF TO SCALE  
 12/18/2013-03



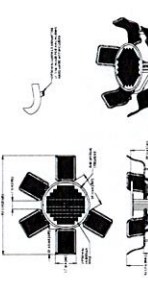
4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL  
 REF TO SCALE  
 12/18/2013-04



1 TREE PLANTING DETAIL  
 REF TO SCALE  
 12/18/2013-01



2 EVERGREEN TREE PLANTING DETAIL  
 REF TO SCALE  
 12/18/2013-02



3 SHRUB PLANTING DETAIL  
 REF TO SCALE  
 12/18/2013-03



4 ANNUAL, PERENNIAL, & GROUNDCOVER DETAIL  
 REF TO SCALE  
 12/18/2013-04

**NOT FOR  
 CONSTRUCTION**

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12/18/2013
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
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26	REVISION	
27	REVISION	
28	REVISION	
29	REVISION	
30	REVISION	

LANDSCAPE DETAILS

DEMOLITION NOTES

- 1. All demolition work shall be performed in accordance with the following...
2. All demolition work shall be performed in accordance with the following...
3. All demolition work shall be performed in accordance with the following...

GEOMETRY NOTES

- 1. All structures shall be constructed in accordance with the following...
2. All structures shall be constructed in accordance with the following...
3. All structures shall be constructed in accordance with the following...

GRADING NOTES

- 1. All grading shall be performed in accordance with the following...
2. All grading shall be performed in accordance with the following...
3. All grading shall be performed in accordance with the following...

STRUCTURE NOTES

- 1. All structures shall be constructed in accordance with the following...
2. All structures shall be constructed in accordance with the following...
3. All structures shall be constructed in accordance with the following...

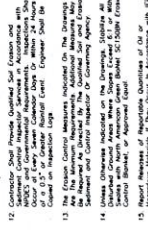
UTILITY NOTES

- 1. All utility work shall be performed in accordance with the following...
2. All utility work shall be performed in accordance with the following...
3. All utility work shall be performed in accordance with the following...

SOIL EROSION & CONTROL NOTES

- 1. All soil erosion control measures shall be installed in accordance with the following...
2. All soil erosion control measures shall be installed in accordance with the following...
3. All soil erosion control measures shall be installed in accordance with the following...

SOIL EROSION & CONTROL LEGEND



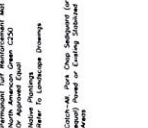
INTENDED SEDIMENT AND EROSION CONTROL MEASURES

- 1. Install silt fence...
2. Install straw bale...
3. Install brush pile...
4. Install check dam...

PAVING & SURFACE LEGEND



SOIL EROSION & CONTROL LEGEND



MWRDGC GENERAL NOTES

- 1. All work shall be performed in accordance with the following...
2. All work shall be performed in accordance with the following...
3. All work shall be performed in accordance with the following...

MWRDGC SESC NOTES

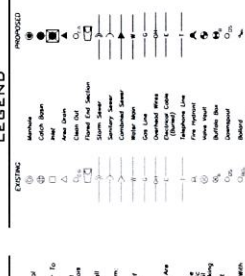
- 1. All work shall be performed in accordance with the following...
2. All work shall be performed in accordance with the following...
3. All work shall be performed in accordance with the following...

MWRDGC SESC NOTES

- 1. All work shall be performed in accordance with the following...
2. All work shall be performed in accordance with the following...
3. All work shall be performed in accordance with the following...

GENERAL NOTES

- 1. All work shall be performed in accordance with the following...
2. All work shall be performed in accordance with the following...
3. All work shall be performed in accordance with the following...



LOYOLA SOUTHWEST AMBULATORY CARE CENTER



LOYOLA UNIVERSITY HEALTH SYSTEM



Table with 2 columns: No., Description. Contains project details and dates.



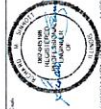
Project:  
**LOYOLA SOUTHWEST  
AMBULATORY CARE  
CENTER**  
179th Street, Chicago, IL 60647

Prepared for:  
**LOYOLA UNIVERSITY  
HEALTH SYSTEM**  
7402 South 1st Avenue, Maywood, IL 60553



McGraw-Hill Construction, Inc.  
330 South Wabash Avenue, 14th Floor  
Chicago, IL 60604 USA  
Phone: 312.755.8777  
www.mhfi.com

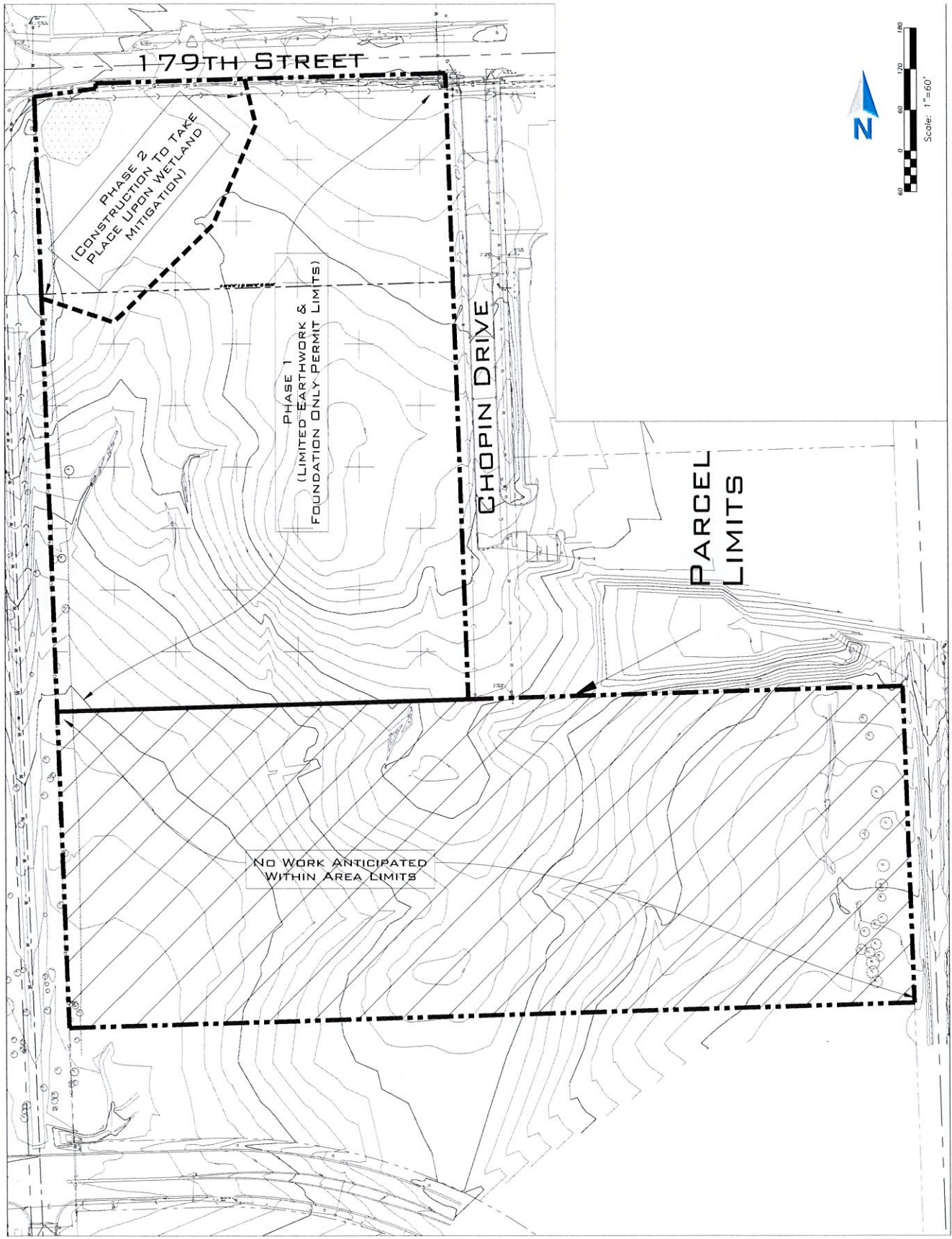
MEC Corporation  
1100 N. Western Avenue, Suite 400  
Chicago, IL 60642  
E-mail: [info@meccorp.com](mailto:info@meccorp.com)  
Phone: 312.755.8777



REVISIONS	
NO.	DATE
1	11/11/2014
2	02/10/2015
3	05/15/2015
4	08/10/2015
5	10/05/2015
6	11/15/2015
7	02/10/2016
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PHASING PLAN AND  
SITE VICINITY MAP

C002







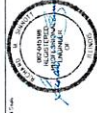
Project:  
LOYOLA SOUTHWEST  
AMBULATORY CARE  
CENTER  
Tulley Park, IL 60487

Provided for:  
LOYOLA UNIVERSITY  
HEALTH SYSTEM  
2100 South 1st Avenue, Maywood, IL 60153



HydroQual, Inc.  
333 South Dearborn Street  
Chicago, IL 60604 USA  
+1 312 782 0000 +1 312 782 8727  
www.hydroqual.com

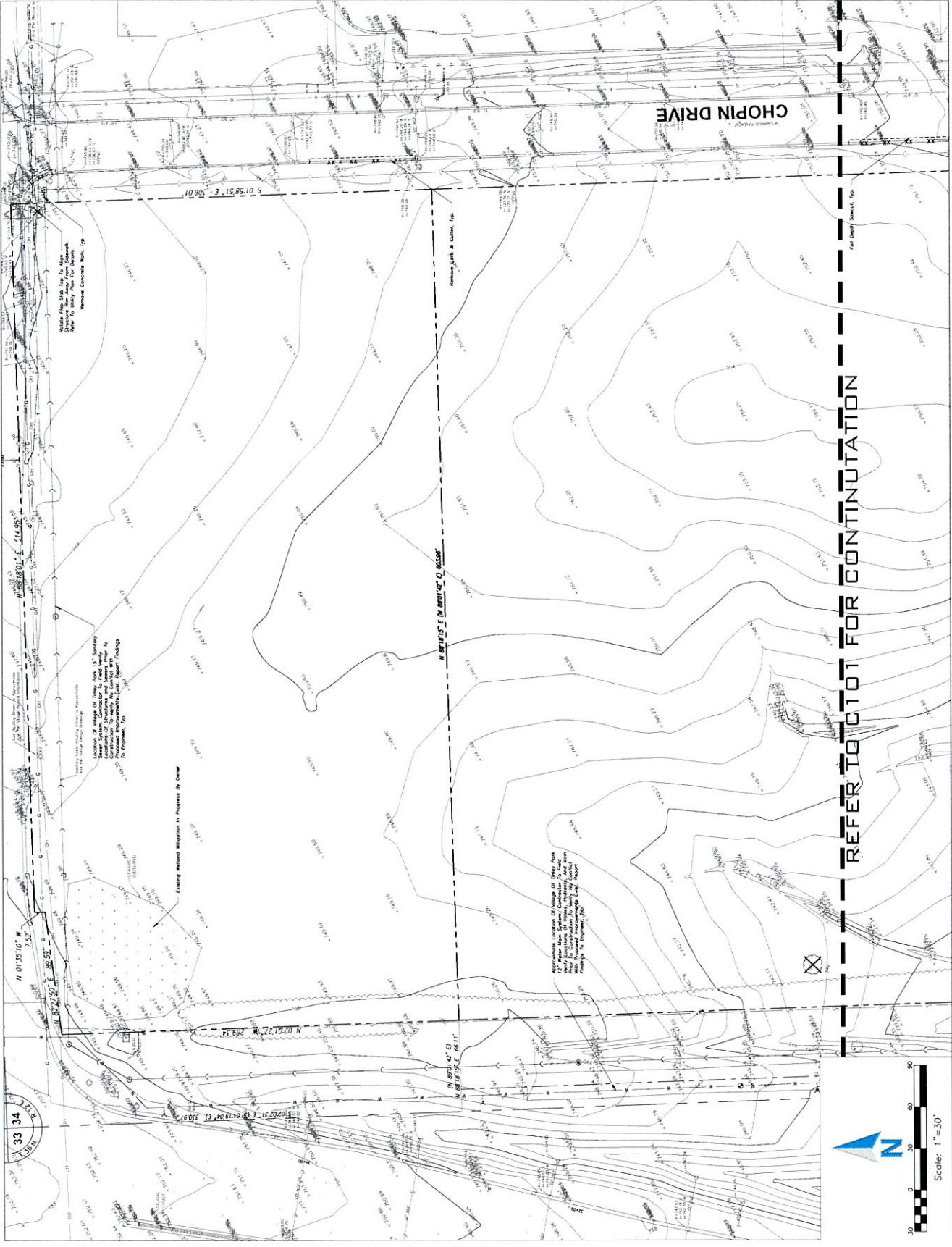
BME Group Corporation  
1000 North Dearborn Street, Suite 4000  
Chicago, IL 60610  
www.bmegroup.com  
Engineering: 312.782.4500  
Construction: 312.782.4500



No.	Description	Date
1	ISSUED FOR PERMIT	11/03/10
2	ISSUED FOR PERMIT	11/03/10
3	ISSUED FOR PERMIT	11/03/10
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100	ISSUED FOR PERMIT	11/03/10

EXISTING CONDITIONS  
AND DEMOLITION PLAN

C100





Project:  
**LOYOLA SOUTHWEST  
AMBULATORY CARE  
CENTER**

1100 South State Street  
Loyola Park, IL 60647

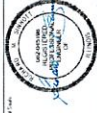
Prepared For:  
**LOYOLA UNIVERSITY  
HEALTH SYSTEM**

2760 South 1st Avenue, Maywood, IL 60153

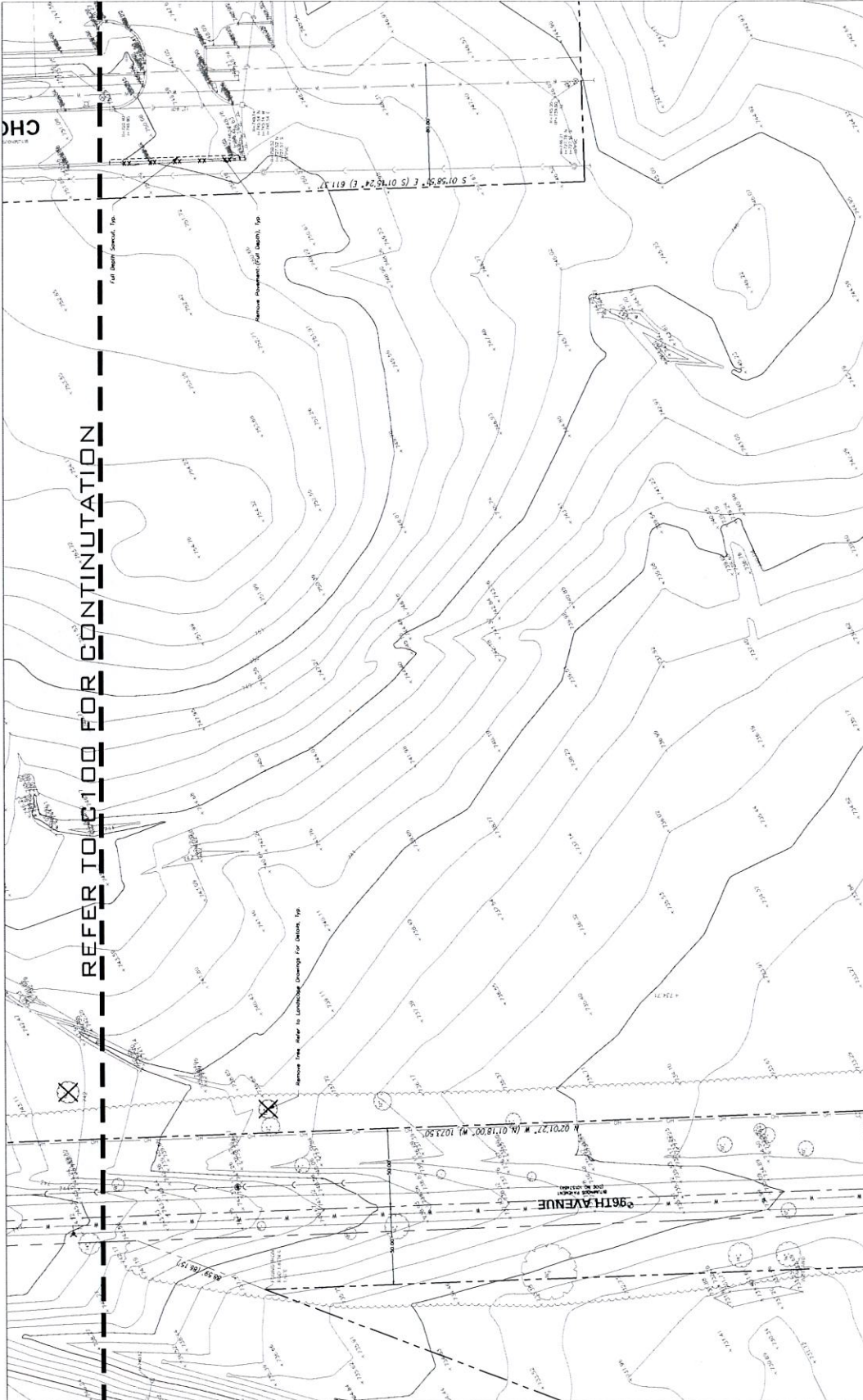


McCarthy Construction, Inc.  
333 South Wabasha Avenue, 14th Floor  
Chicago, IL 60604 USA  
Tel: 312.786.7000  
Fax: 312.782.0727  
www.mccarthycorp.com

IME, G Corporation  
1000 North Dearborn Street, Suite 1000  
Chicago, IL 60610  
Tel: 312.467.1000  
Fax: 312.467.1001  
www.imeg.com



No.	119024
Expiry Date	12/31/2024
Registration State	ILLINOIS
Registration No.	119024
Registration Type	Professional Engineer
Registration Category	Structural
Registration Subcategory	Structural
Registration Discipline	Structural
Registration Subdiscipline	Structural
Registration Status	Active
Registration Notes	
Registration Agency	
Registration Address	
Registration City	
Registration State	
Registration Zip	
Registration Country	
Registration Email	
Registration Phone	
Registration Fax	
Registration Website	
Registration Other	



EXISTING CONDITIONS  
AND DEMOLITION PLAN





LOYOLA SOUTHWEST  
AMBULATORY CARE  
CENTER

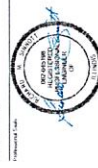
1870  
M.D. J. G. M. A. S. P. E. R. I. O. R. I. A. M.

Presented by  
**LOYOLA UNIVERSITY  
HEALTH SYSTEM**  
7102 South St. Avenue, Maywood, IL 60153



h+k  
South Health & HospitaLum, Inc.  
135 West Madison Street, 16th Floor  
Chicago, IL 60604 USA  
+1 312 787 1000 +1 312 782 8727

M&E Corporation  
1000 North Dearborn Street, Suite 400  
Chicago, IL 60610  
+1 312 787 1000 +1 312 782 8727



Professional Engineer  
No. 1330021  
Name: JAMES J. MCGEE  
Title: PROJECT ENGINEER  
Expiration Date: 12/31/2024

Professional Engineer  
No. 1330021  
Name: JAMES J. MCGEE  
Title: PROJECT ENGINEER  
Expiration Date: 12/31/2024

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No. 1330021  
Name: JAMES J. MCGEE  
Title: PROJECT ENGINEER  
Expiration Date: 12/31/2024

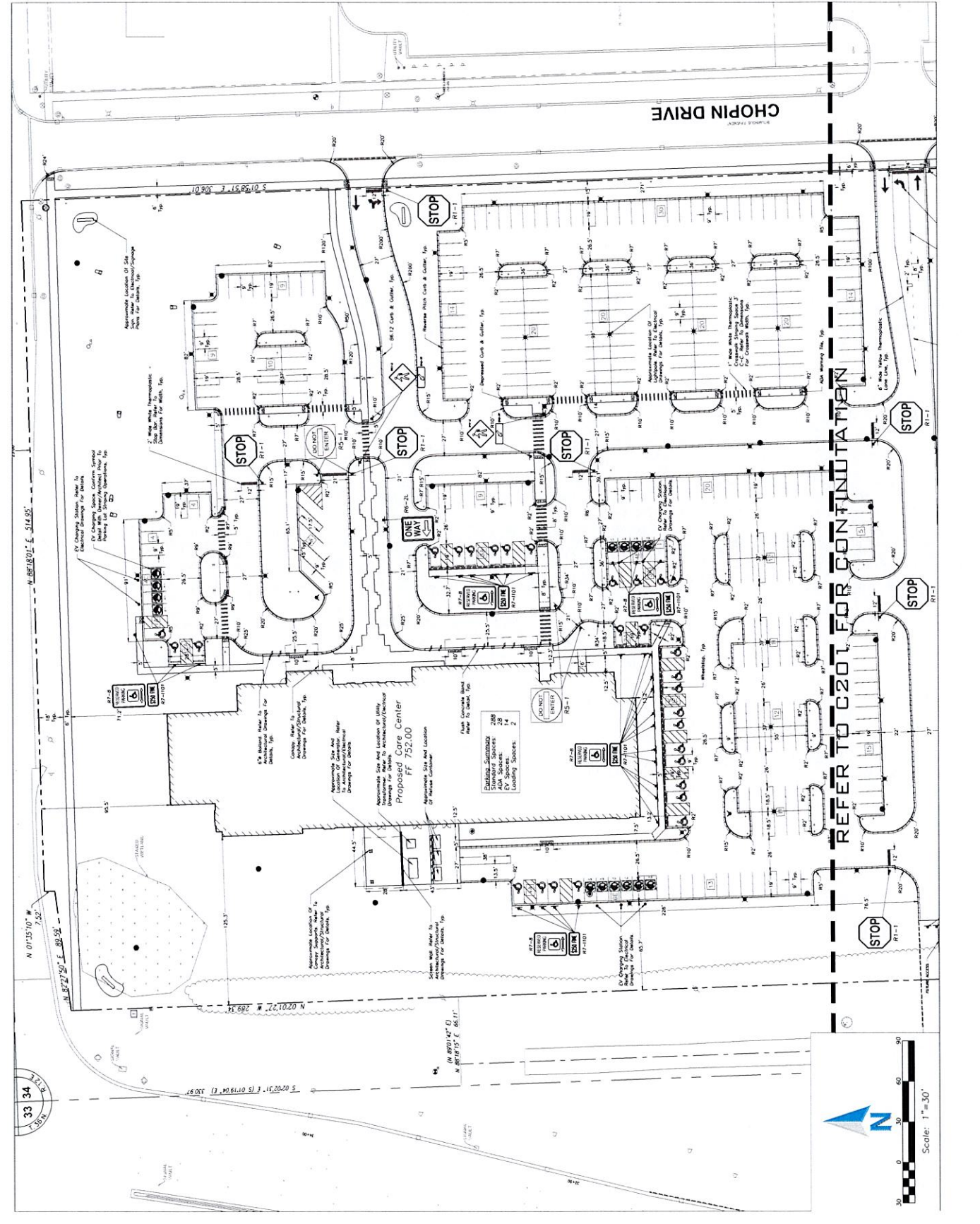
Professional Engineer  
No. 1330021  
Name: JAMES J. MCGEE  
Title: PROJECT ENGINEER  
Expiration Date: 12/31/2024

Professional Engineer  
No. 1330021  
Name: JAMES J. MCGEE  
Title: PROJECT ENGINEER  
Expiration Date: 12/31/2024

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Title: PROJECT ENGINEER  
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Title: PROJECT ENGINEER  
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No. 1330021  
Name: JAMES J. MCGEE  
Title: PROJECT ENGINEER  
Expiration Date: 12/31/2024







**LOYOLA SOUTHWEST  
AMBULATORY CARE  
CENTER**  
1700 South 19<sup>th</sup> Avenue, Maywood, IL 60153

**LOYOLA UNIVERSITY  
HEALTH SYSTEM**  
1700 South 19<sup>th</sup> Avenue, Maywood, IL 60153



**Heery Group**  
333 South Wabash Avenue, 14th Floor  
Chicago, IL 60604 USA | 312.752.9777  
www.heery.com

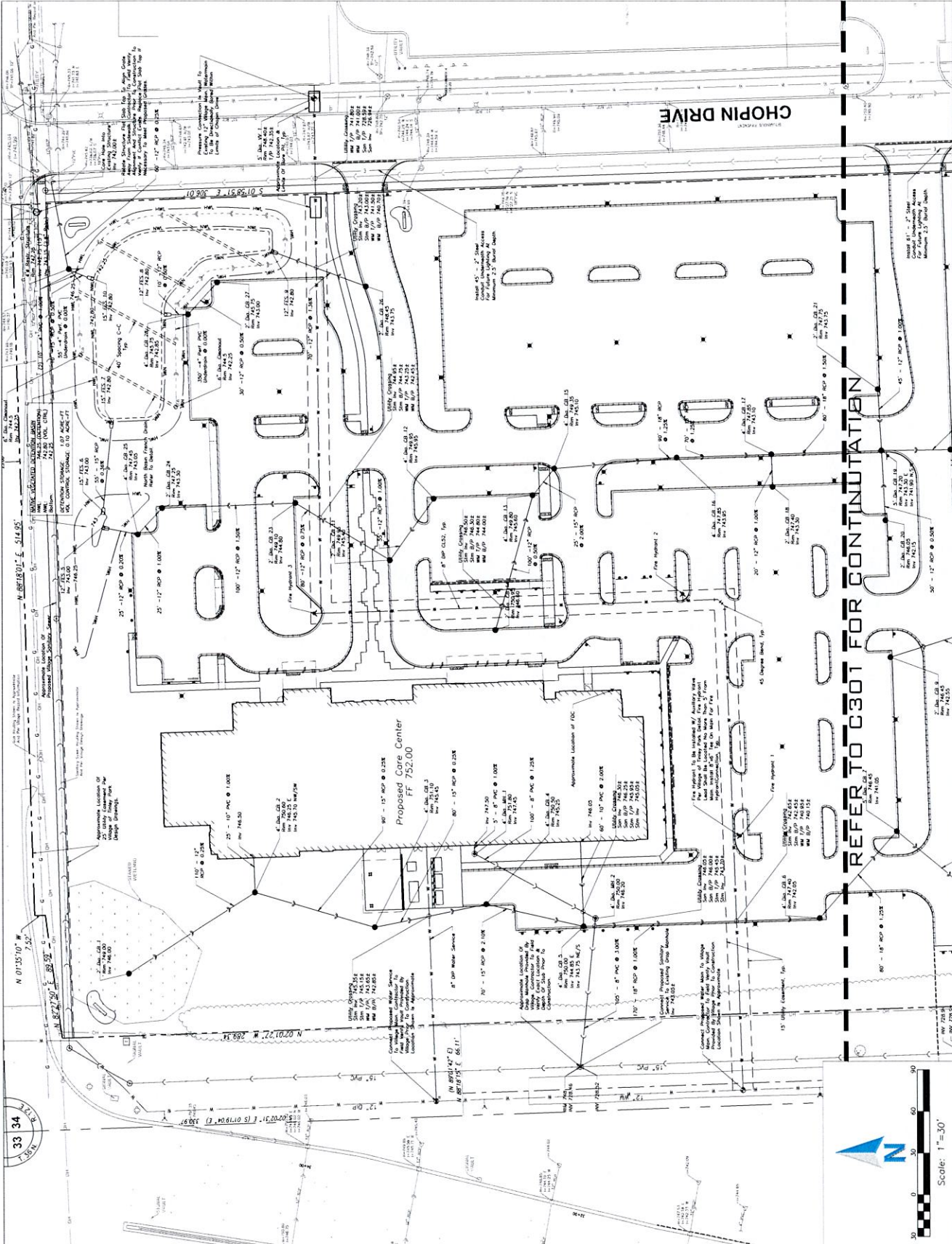
**M.E.G. Corporation**  
1700 South 19<sup>th</sup> Avenue, Maywood, IL 60153  
MEG Corporation  
1700 South 19<sup>th</sup> Avenue, Maywood, IL 60153  
MEG Corporation  
1700 South 19<sup>th</sup> Avenue, Maywood, IL 60153



DATE	DESCRIPTION
11/15/11	ISSUED FOR PERMIT
11/15/11	ISSUED FOR PERMIT
11/15/11	ISSUED FOR PERMIT
11/15/11	ISSUED FOR PERMIT
11/15/11	ISSUED FOR PERMIT

**31253110**  
**SITE UTILITY PLAN**

**C300**



**CHOPIN DRIVE**

**REFER TO C301 FOR CONTINUATION**



Scale: 1"=30'





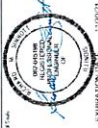
Project:  
**LOYOLA SOUTHWEST  
 AMBULATORY CARE  
 CENTER**  
 Trible Park, IL 60547

Provided by:  
**LOYOLA UNIVERSITY  
 HEALTH SYSTEM**  
 210 South 1st Avenue, Maywood, IL 60153



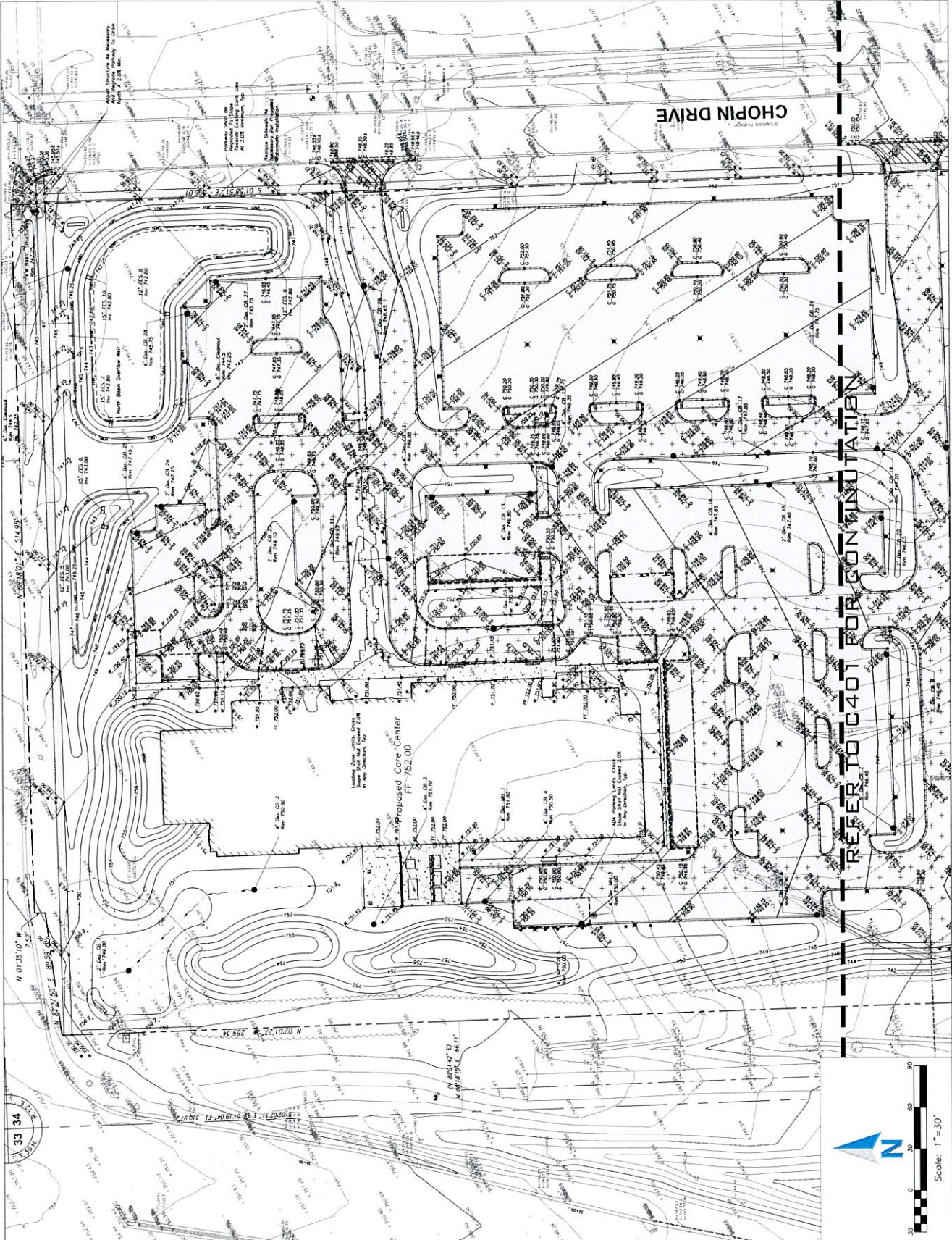
h+k  
 HillierKnowlton  
 Hillier, Obata & Associates, Inc.  
 333 South Dearborn Street, 16th Floor  
 Chicago, IL 60604 USA  
 T +1 312 782 1000 F +1 312 782 8727

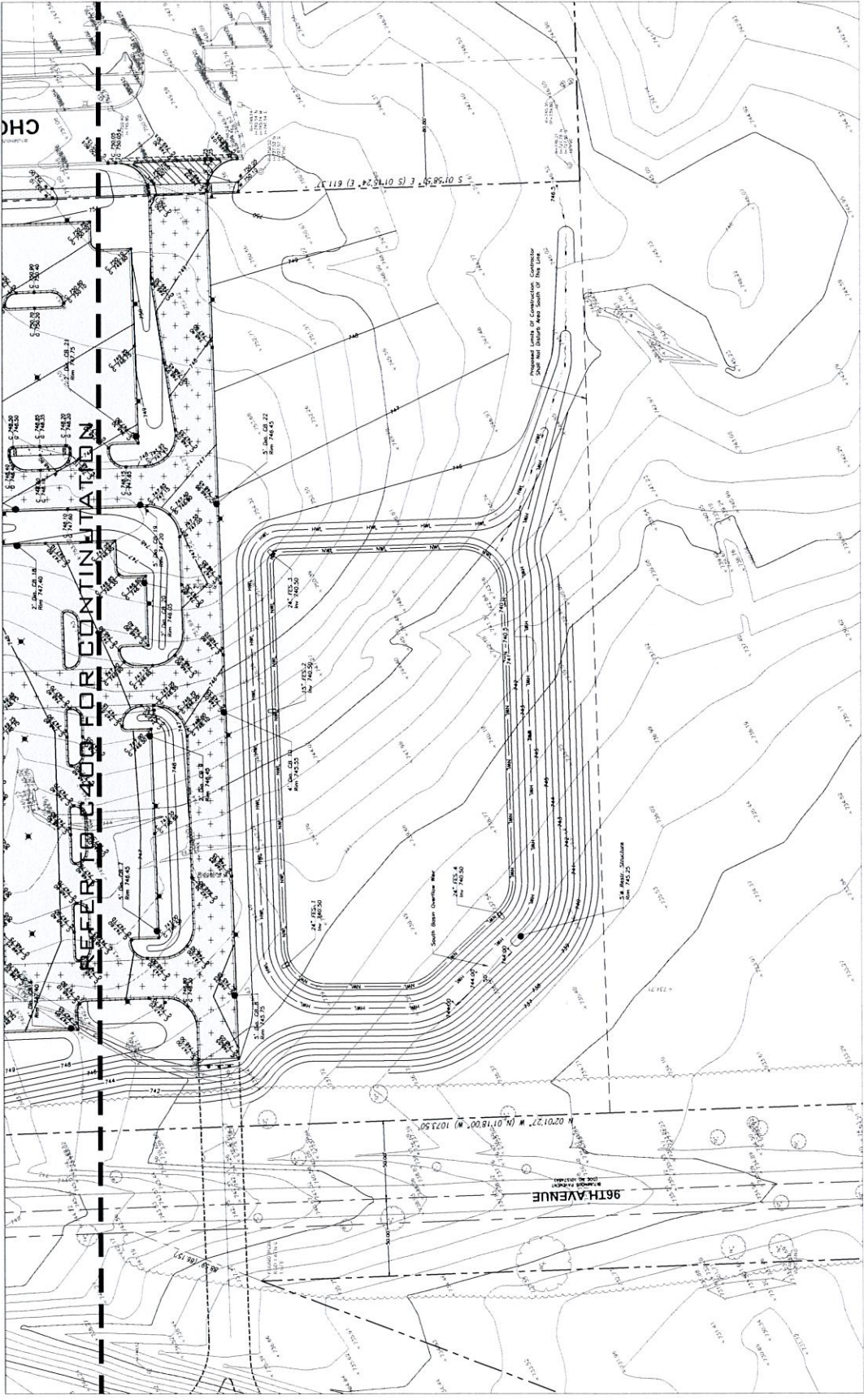
ME/C Corporation  
 Mechanical, Electrical, Plumbing, Fire Protection  
 1400 West Madison Street, Suite 2000  
 Chicago, IL 60604 USA  
 T +1 312 782 1000 F +1 312 782 8727



No.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	02/10/10
2	REVISED PLAN	02/10/10
3	REVISED PLAN	02/10/10
4	REVISED PLAN	02/10/10
5	REVISED PLAN	02/10/10
6	REVISED PLAN	02/10/10
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48	REVISED PLAN	02/10/10
49	REVISED PLAN	02/10/10
50	REVISED PLAN	02/10/10

Sheet No. **C400**  
 DATE: 02/10/10  
**SITE GRADING  
 AND PAVING PLAN**  
 PROJECT: LOYOLA SOUTHWEST AMBULATORY CARE CENTER  
 TRIBLE PARK, IL 60547





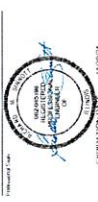
Presented by  
**LOYOLA SOUTHWEST  
 AMBULATORY CARE  
 CENTER**  
 356 West 35th Street  
 Mayfield Park, IL 60547

Presented by  
**LOYOLA UNIVERSITY  
 HEALTH SYSTEM**  
 2100 South 1st Avenue, Maywood, IL 60553



Headquarters  
 Hillmuth, Obata & Kassabaum, Inc.  
 1000 North Dearborn Street, Suite 1000  
 Chicago, IL 60642 USA  
 T +1 312 782 1000 F +1 312 782 6727  
 www.hok.com

Chicago Office  
 Hillmuth, Obata & Kassabaum, Inc.  
 1000 North Dearborn Street, Suite 1000  
 Chicago, IL 60642 USA  
 T +1 312 782 1000 F +1 312 782 6727  
 www.hok.com



No.	Description	Date
1	PRELIMINARY	11/20/21
2	REVISED	02/01/22
3	REVISED	02/01/22
4	REVISED	02/01/22
5	REVISED	02/01/22
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30	REVISED	02/01/22

Project No. 21-1200-00  
 Date: 02/01/22  
**SITE UTILITY  
 AND GRADING PLAN**

Scale: 1" = 30'

C401



Provided for  
**LOYOLA SOUTHWEST  
 AMBULATORY CARE  
 CENTER**  
 1700 West Chicago Road  
 Mayfield, IL 60541

Prepared for  
**LOYOLA UNIVERSITY  
 HEALTH SYSTEM**  
 2190 South 1st Avenue, Mayfield, IL 60543



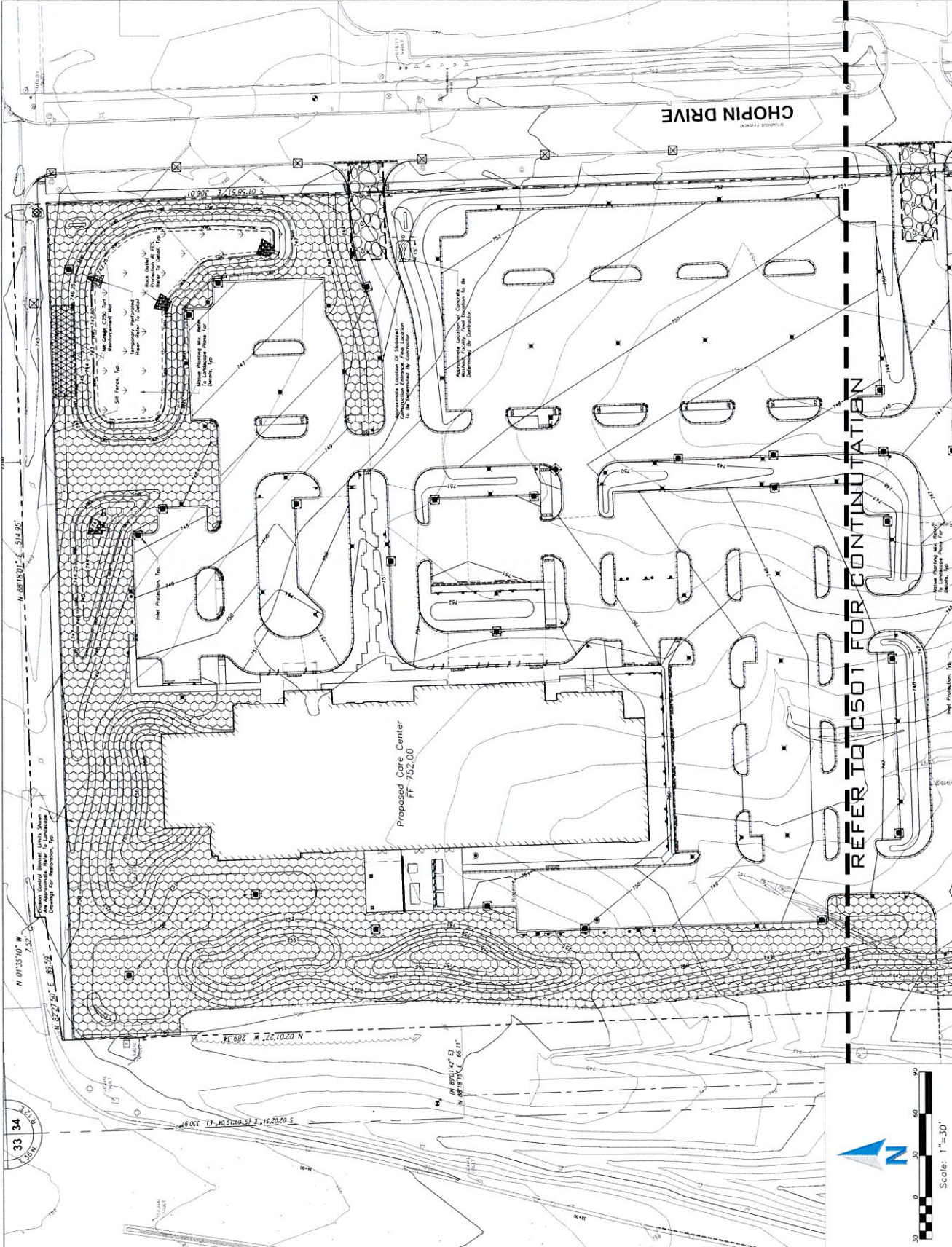
Helmuth, Obata & Kassabaum, Inc.  
 100 North Dearborn Street, Suite 1000  
 Chicago, IL 60604 USA  
 F + 1 312 782 8727

ME C Corporation  
 National Mechanical Electrical Plumbing, Inc. Protection  
 100 North Dearborn Street, Suite 1000  
 Chicago, IL 60604 USA  
 Contracting, Engineering, Architecture, LEED  
 Construction, Surety  
 Chicago, IL 60604



No.	Description	Date
1	PRELIMINARY PLAN	12/20/24
2	REVISIONS	
3	REVISIONS	
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29	REVISIONS	
30	REVISIONS	

Project No. 211830-01  
 Date 11/20/24  
**SITE SOIL EROSION AND  
 SEDIMENT CONTROL PLAN**  
 Scale: 1" = 30'



**REFER TO C501 FOR CONTINUATION**

C500



Project:  
**LOYOLA SOUTHWEST  
 AMBULATORY CARE  
 CENTER**  
 700 South St. Avenue, Maywood, IL 60153

Planned by:  
**LOYOLA UNIVERSITY  
 HEALTH SYSTEM**  
 700 South St. Avenue, Maywood, IL 60153



h+k  
 HOK Group, Inc.  
 333 South Wabash Avenue, 14th Floor  
 Chicago, IL 60604 USA  
 Tel: 312.782.1000  
 Fax: 312.782.1000  
 www.hok.com

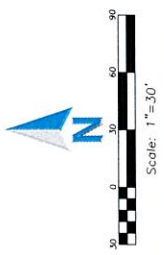
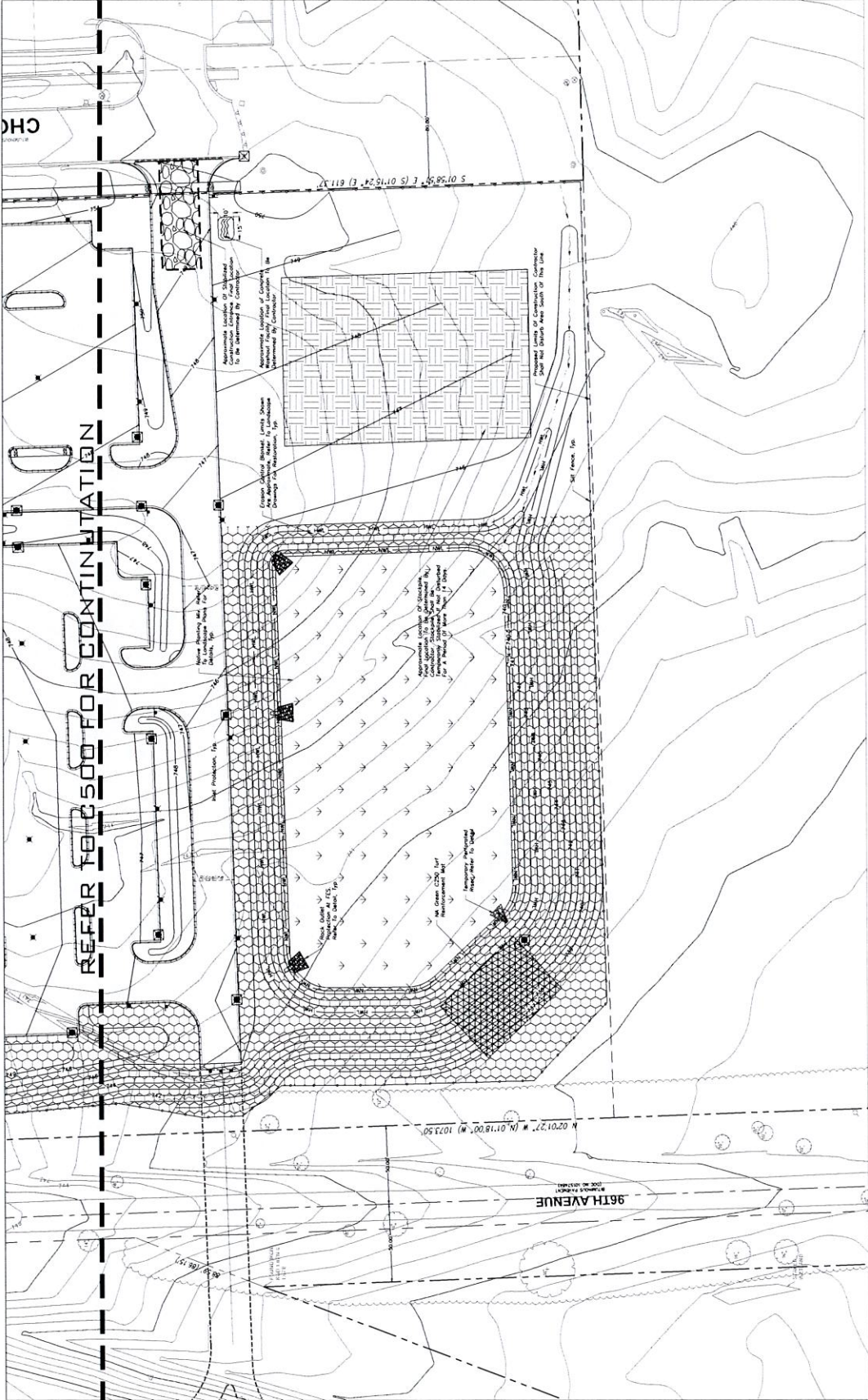
M.E.G. Corporation  
 11500 S. Halsted Street, Suite 100  
 Chicago, IL 60656  
 Tel: 773.486.1100  
 Fax: 773.486.1101  
 www.megcorp.com



No.	Description	Date
1	PRELIMINARY	05/20/08
2	REVISED	06/02/08
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50	REVISED	06/02/08

Scale: 1" = 30'  
 Date: 07/10/08  
 Project: 08-000000  
**SITE SOIL EROSION AND  
 SEDIMENT CONTROL PLAN**

Scale: 1" = 30'  
 Date: 07/10/08  
 Project: 08-000000  
**SITE SOIL EROSION AND  
 SEDIMENT CONTROL PLAN**



C501





Project:  
**LOYOLA SOUTHWEST  
 AMBULATORY CARE  
 CENTER**  
 1100 S. South St., Suite 100  
 La Grange, IL 60525

Provided by:  
**LOYOLA UNIVERSITY  
 HEALTH SYSTEM**  
 2100 South 1st Avenue, Maywood, IL 60153

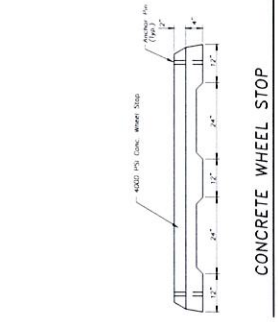


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 HOK Companies  
 333 South Dearborn Street, Suite 1400  
 Chicago, IL 60604 USA  
 Tel: 312.782.1000 Fax: 312.782.8727  
 www.hok.com

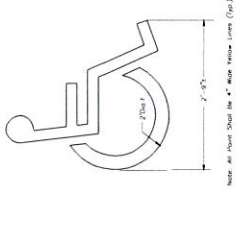
AMEC Corporation  
 11000 North Lincoln Road, Suite 100  
 Northbrook, IL 60062 USA  
 Tel: 847.576.1000 Fax: 847.576.1001  
 www.amec.com  
 Engineering: 1100 North Lincoln Road, Suite 100  
 Northbrook, IL 60062 USA  
 Tel: 847.576.1000 Fax: 847.576.1001  
 www.amec.com



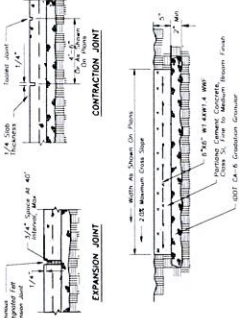
DATE: 11/10/2014  
 DRAWING NO.: 2100 SOUTH 1ST AVENUE, MAYWOOD, ILLINOIS  
 PROJECT: 2100 SOUTH 1ST AVENUE, MAYWOOD, ILLINOIS  
 SHEET: 100 - CONCRETE  
 SCALE: AS SHOWN



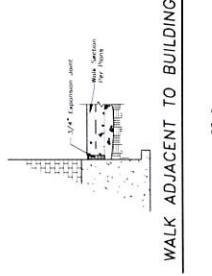
CONCRETE WHEEL STOP



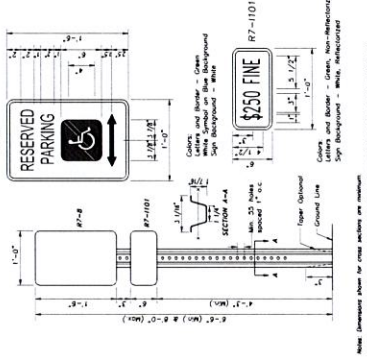
ACCESSIBLE PARKING  
 STALL PAVEMENT MARKING



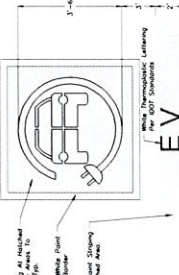
PORTLAND CEMENT CONC. SIDEWALK



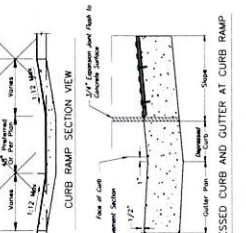
WALK ADJACENT TO BUILDING



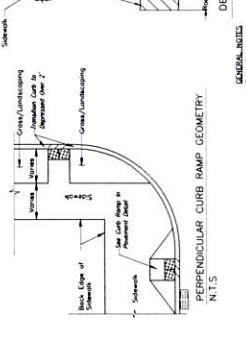
RESERVED PARKING  
 250 FINE  
 ACCESSIBLE PARKING SIGN



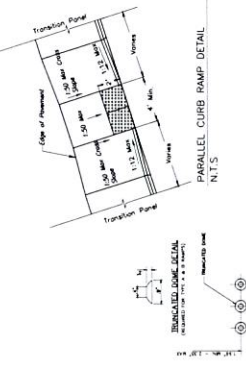
ELECTRIC VEHICLE STRIPING  
 (N.T.S.)



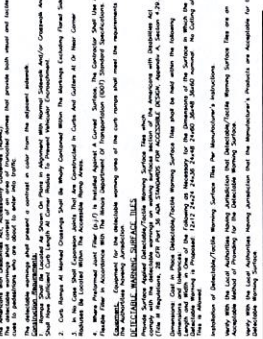
CURB RAMP SECTION VIEW



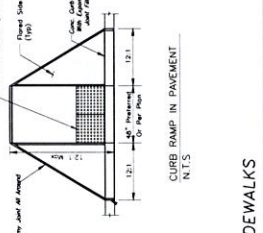
PERPENDICULAR CURB RAMP GEOMETRY  
 N.T.S.



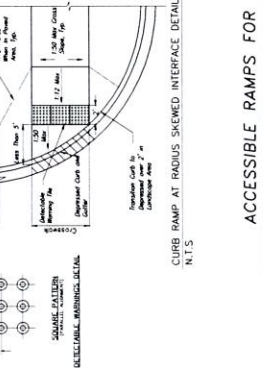
PARALLEL CURB RAMP DETAIL  
 N.T.S.



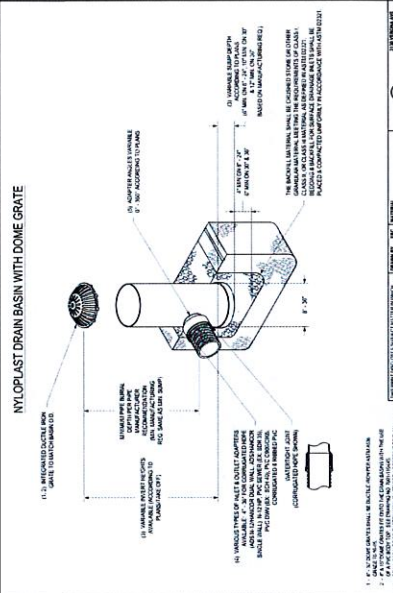
DEPRESSED CURB AND GUTTER AT CURB RAMP



CURB RAMP IN PAVEMENT  
 N.T.S.

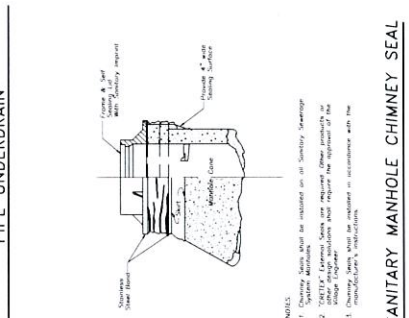
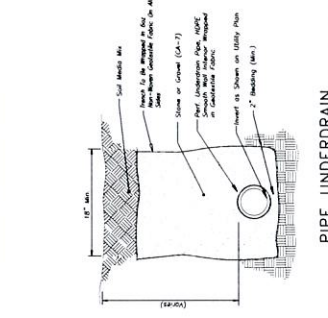
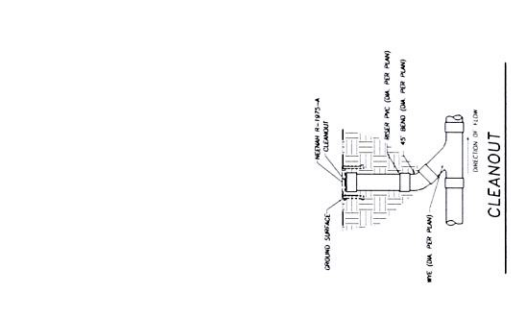
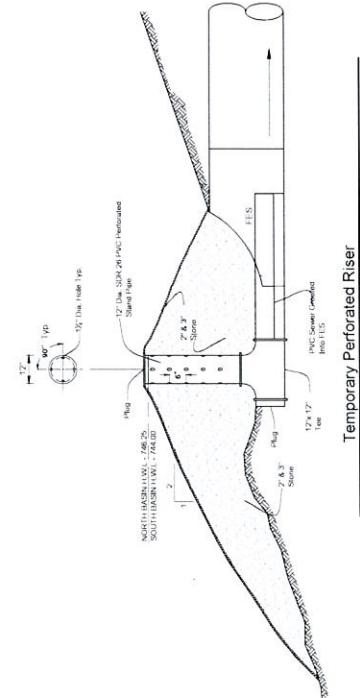
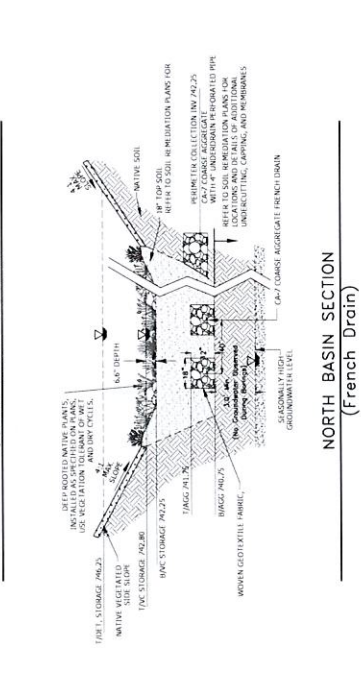
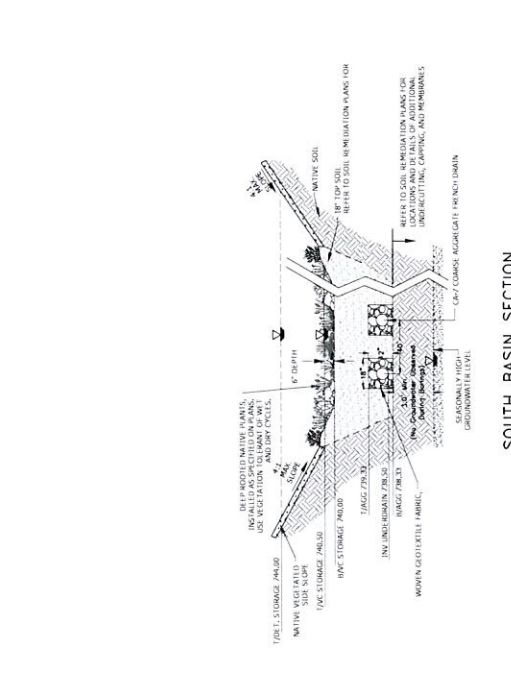
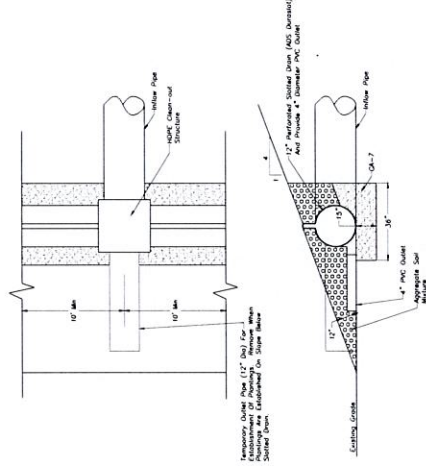
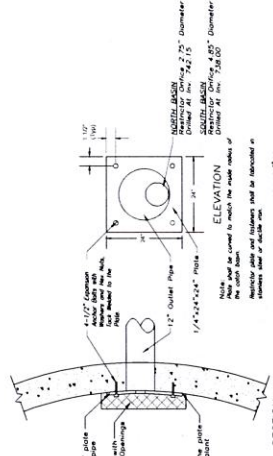
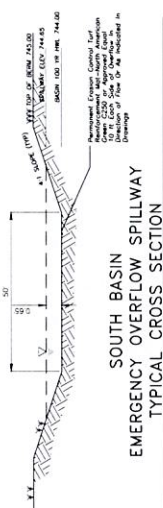
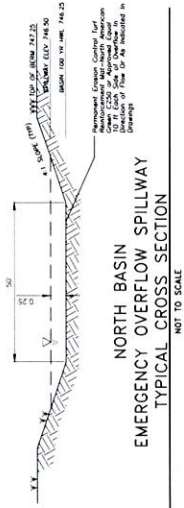


CURB RAMP AT RADIUS SKEWED INTERFACE DETAIL  
 N.T.S.



NYLOPLAST DRAIN BASIN WITH DOME GRATE

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	11/10/2014
2	ISSUED FOR PERMIT	11/10/2014
3	ISSUED FOR PERMIT	11/10/2014
4	ISSUED FOR PERMIT	11/10/2014
5	ISSUED FOR PERMIT	11/10/2014
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18	ISSUED FOR PERMIT	11/10/2014
19	ISSUED FOR PERMIT	11/10/2014
20	ISSUED FOR PERMIT	11/10/2014



NOTES:  
 1. Sanitary Manhole shall be installed on all Sanitary Sewerage  
 2. "SILENT" Expansion Joints are required (Other products are  
 3. Expansion Joints shall require the signature of the  
 4. Expansion Joints, shall comply with the



Project:  
**LOYOLA SOUTHWEST  
 AMBULATORY CARE  
 CENTER**  
 7000 South 1st Avenue, Maywood, IL 60153

Prepared For:  
**LOYOLA UNIVERSITY  
 HEALTH SYSTEM**  
 7000 South 1st Avenue, Maywood, IL 60153



h+k Corporation  
 330 South Wabash Avenue, 14th Floor  
 Chicago, IL 60604 USA  
 Chicago: 312.779.7000 Fax: 312.779.0277  
 www.hk.com

MEEG Corporation  
 1000 North Lincoln Highway, 114  
 Homewood, IL 60430  
 Homewood: 708.399.4000  
 Fax: 708.399.4001  
 E-mail: info@meeg.com  
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DATE:	7/1/2012
PROJECT:	LOYOLA SOUTHWEST AMBULATORY CARE CENTER
LOCATION:	7000 SOUTH 1ST AVENUE, MAYWOOD, IL 60153
DESCRIPTION:	CONCRETE WASHOUT FACILITY
DESIGNED BY:	MEEG CORPORATION
CHECKED BY:	MEEG CORPORATION
APPROVED BY:	MEEG CORPORATION

DETAILS  
 C602

### FLEXSTORM CATCH-IT FILTERS FOR TEMPORARY INLET PROTECTION

PRODUCT SELECTION AND SPECIFICATION DRAWING

**INSTALLATION:**

- REMOVE GATE
- INSTALL FLEXSTORM CATCH-IT FILTER
- REPLACE GATE

**MAINTENANCE:**

- REMOVE GATE
- REMOVE FLEXSTORM CATCH-IT FILTER
- REPLACE GATE

**NOTES:**

- CONCRETE IS TO BE PLACED TO THE TOP OF THE FLEXSTORM CATCH-IT FILTER.
- CONCRETE IS TO BE PLACED TO THE TOP OF THE FLEXSTORM CATCH-IT FILTER.
- CONCRETE IS TO BE PLACED TO THE TOP OF THE FLEXSTORM CATCH-IT FILTER.

**PRODUCT SPECIFICATIONS:**

Model	Flow Rate (GPM)	Flow Rate (MGD)	Flow Rate (MGD)
FC-1	100	0.001	0.001
FC-2	200	0.002	0.002
FC-3	300	0.003	0.003
FC-4	400	0.004	0.004
FC-5	500	0.005	0.005
FC-6	600	0.006	0.006
FC-7	700	0.007	0.007
FC-8	800	0.008	0.008
FC-9	900	0.009	0.009
FC-10	1000	0.010	0.010

**INSTALLATION TABLE:**

Model	Flow Rate (GPM)	Flow Rate (MGD)	Flow Rate (MGD)
FC-1	100	0.001	0.001
FC-2	200	0.002	0.002
FC-3	300	0.003	0.003
FC-4	400	0.004	0.004
FC-5	500	0.005	0.005
FC-6	600	0.006	0.006
FC-7	700	0.007	0.007
FC-8	800	0.008	0.008
FC-9	900	0.009	0.009
FC-10	1000	0.010	0.010

### ROCK OUTLET PROTECTION DETAIL

**NOTES:**

- ROCK SHALL BE PLACED TO THE TOP OF THE FILTER.
- ROCK SHALL BE PLACED TO THE TOP OF THE FILTER.
- ROCK SHALL BE PLACED TO THE TOP OF THE FILTER.

### CONCRETE WASHOUT FACILITY

**NOTES:**

- CONCRETE SHALL BE PLACED TO THE TOP OF THE FILTER.
- CONCRETE SHALL BE PLACED TO THE TOP OF THE FILTER.
- CONCRETE SHALL BE PLACED TO THE TOP OF THE FILTER.

### EROSION CONTROL BLANKET INSTALLATION DETAILS

**STAKE DETAILS (WITH FENCE):**

**STAKE DETAILS (NO FENCE):**

**STAKE TERMINATION:**

**CHANNEL TERMINATION:**

**RECOMMENDED PLACEMENT INTERVAL BETWEEN CURLEY SEDIMENT LOSS:**

**DETAIL 1: CURLEY SEDIMENT LOSS (NO BLANKET)**

**DETAIL 2: CURLEY SEDIMENT LOSS (WITH BLANKET)**

### EROSION CONTROL BLANKET

TABLE 1. MINIMUM REQUIREMENTS FOR EROSION CONTROL BLANKET

Item	Requirement
Type of Fiber	Need Fiber Blanket
Weight, lbs/yd. wt.	1000 coconut fibers
Life Expectancy	0.50
Fiber Length	80% of fibers > 6 ft.
Fiber Dimensions	0.021 in. x 0.002 in.
Netting Required?	Cover top and bottom of blanket with a max. 5/8" x 5/8" opening size netting, with a min. 3/8" x 3/8" opening size netting.
Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

**DETAIL 1: STAPLE DETAIL**

**DETAIL 2: STAPLE DETAIL**

**DETAIL 3: STAPLE DETAIL**

**DETAIL 4: STAPLE DETAIL**

**DETAIL 5: STAPLE DETAIL**

**NOTES:**

- The erosion control blanket consists of a machine produced mat of specified materials. The product must meet the minimum requirements specified in Table 1, below. Ensure that the product is new and unused, and is furnished in rolls. Alternative materials may be used if approved by the manufacturer.
- Prepare soil prior to installing erosion control blanket, including seeding, fertilizing, and liming application.
- Install the erosion control blanket according to manufacturer's instructions. If no manufacturer's instructions are available, install the blanket as follows:
  - Roll unroll the blanket at a rate of 0.12 to 0.15 ft/sec.
  - Roll unroll the blanket in a random fashion by 6 inch deep and staggered.
  - For joining ends of rolls, overlap end of upstage blanket a minimum of 6 inches over downstage blanket (single staple). Use a double row of staggered staples.
  - Overlap blankets on side slopes a minimum 6 inches over the blanket below (single staple). Staple overlap at 12 inch intervals. See Detail 3.
  - Staples are to be placed alternately in courses (in the direction of the waterway).
  - Staples are to be placed alternately in courses (in the direction of the waterway) covered by erosion blanket.
  - Staples are to be placed with a double row of staggered staples 12 inches apart. See Detail 5.
  - Staples are to be placed with a double row of staggered staples 12 inches apart. See Detail 5.
  - Staples are to be placed with a double row of staggered staples 12 inches apart. See Detail 5.

### TECHNICAL GUIDANCE MANUAL

#### WATER AND SEWER SEPARATION REQUIREMENTS (PER IEPA)

1. THE SEWER SHALL BE CONSTRUCTED OF REINFORCED CONCRETE (RC) STRUCTURES. THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) OR POLYETHYLENE GLASS REINFORCED PLASTIC PIPE (PRPP).

2. ALL CONNECTIONS BETWEEN THE WATER MAIN AND SEWER SHALL BE MADE BY CAST-IN-PLACE CONCRETE WITH PROPER REINFORCEMENT.

3. THE WATER MAIN SHALL BE INSTALLED AT A MINIMUM OF 18 INCHES ABOVE THE SEWER.

4. THE SEWER SHALL BE INSTALLED AT A MINIMUM OF 18 INCHES BELOW THE WATER MAIN.

5. THE WATER MAIN SHALL BE INSTALLED AT A MINIMUM OF 18 INCHES FROM THE SEWER.

6. THE SEWER SHALL BE INSTALLED AT A MINIMUM OF 18 INCHES FROM THE WATER MAIN.

7. THE WATER MAIN SHALL BE INSTALLED AT A MINIMUM OF 18 INCHES FROM THE SEWER.

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### COMBINATION CONCRETE CURB & GUTTER TYPE B6.12 (SPECIAL)

NOTES:

1. CURB HEIGHT SHALL BE 5 INCHES AT ALL POINTS (UP TO STRUCTURES).
2. CURB AND GUTTER JOINTS ARE TO BE SAW CUT TO 1/4 INCH DEPTH AT 20' INTERVALS (MIN).
3. TRANSITION CURB AND GUTTER: AS NECESSARY, TO MEET DRAINAGE STRUCTURE.
4. CURB AND GUTTER SHALL BE SLOPED AT 1/4" PER FOOT TO OR AWAY FROM FORM SIZES TO BE USED. 1/4" PER FOOT AND 1/4" IN BACK ANY OTHER SIZES TO BE USED. 1/4" PER FOOT AND 1/4" IN BACK ANY OTHER SIZES TO BE USED. 1/4" PER FOOT AND 1/4" IN BACK ANY OTHER SIZES TO BE USED.

Village of Tinney Park  
ILLINOIS

### TEMPORARY CONSTRUCTION ENTRANCE

NOTES:

1. USE 2" TO 3" WASHED STONE OR RECYCLED CURB & GUTTER.
2. CURB & GUTTER SHALL BE SLOPED AT 1/4" PER FOOT TO OR AWAY FROM FORM SIZES TO BE USED. 1/4" PER FOOT AND 1/4" IN BACK ANY OTHER SIZES TO BE USED. 1/4" PER FOOT AND 1/4" IN BACK ANY OTHER SIZES TO BE USED.
3. WHEELS SHALL BE CLANDED TO REMOVE SEWAGE PRIOR TO ENTRANCE ONTO STREET.

Village of Tinney Park  
ILLINOIS

### SIDEWALK RAMP DETAILS

NOTES:

1. RAMPING SURFACES SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, TYPE B, 5" THICK.
2. RAMPING SURFACES SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, TYPE B, 5" THICK.
3. RAMPING SURFACES SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, TYPE B, 5" THICK.

Village of Tinney Park  
ILLINOIS

### TYPICAL SECTION SIDEWALK

NOTES:

1. AGGREGATE BASE COURSE SHALL BE CLASS B (PER IEP) RECYCLED AGGREGATE BASE COURSE, TYPE B, 4" THICK.
2. AT SIDEWALK INTERSECTIONS AND GUTTER AND BUILDINGS, CURB AND GUTTER SHALL BE PROVIDED EVERY 50 FEET.
3. CURB AND GUTTER SHALL BE PROVIDED EVERY 6 FEET.
4. GUTTER SHALL BE PROVIDED EVERY 6 FEET.
5. UTILITY TRENCHES SHALL BE A MINIMUM OF 7 INCHES THICK.
6. WIDTH SHALL BE 6 FEET (6") IN COMMERCIAL AND INDUSTRIAL DISTRICTS.
7. SIDEWALK STUBS SHALL ONLY BE LOCATED AT INTERSECTIONS AND ALONG INTERSECTIONS. STUDY THESE SPACES ARE REQUIRED IN THESE LOCATIONS. SEE SIDEWALK RAMP DETAILS.
8. REQUIRED AT INTERSECTIONS. SEE SIDEWALK RAMP DETAILS.

Village of Tinney Park  
ILLINOIS

LOYOLA MEDICINE  
1870 AD MAIOREM

Presented by  
**LOYOLA SOUTHWEST AMBULATORY CARE CENTER**  
2760 South 1st Avenue, Maywood, IL 60153

Presented by  
**LOYOLA UNIVERSITY HEALTH SYSTEM**  
2760 South 1st Avenue, Maywood, IL 60153

h+k  
Heinrich & Associates, Inc.  
333 North Dearborn Street, 14th Floor  
Chicago, IL 60604 USA  
+1 312 782 1000 +1 312 782 0727

IME-G Corporation  
International Mechanical & Electrical Contractors Association  
1400 North Dearborn Street, Suite 4000  
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Illinois Institute of Technology  
College of Architecture  
3601 South Lake Street, Room 1100  
Chicago, IL 60607 USA  
+1 312 557 1000  
www.iit.edu

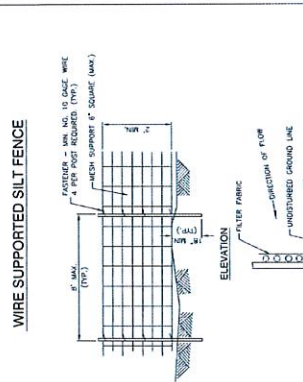
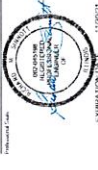
Seal of the Village of Tinney Park, Illinois. The seal features a central figure, possibly a saint or historical figure, surrounded by the words 'SEAL OF THE VILLAGE OF TINNEY PARK, ILLINOIS'. The date '1997' is also visible.

DATE: 2/28/2018  
BY: JPH

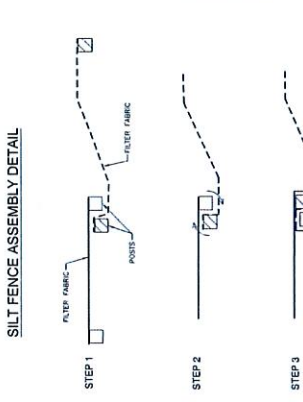
PROJECT: SIDEWALK

CLIENT: VILLAGE OF TINNEY PARK

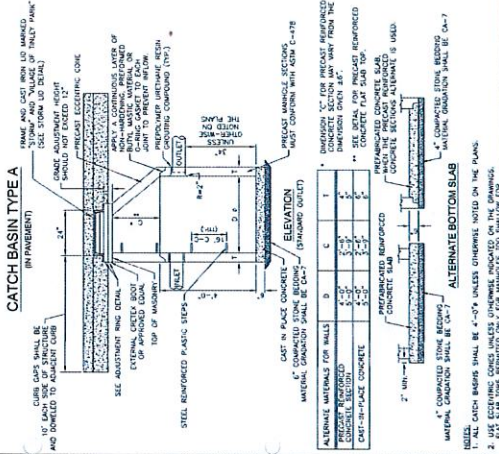
DESCRIPTION: SIDEWALK RAMP DETAILS



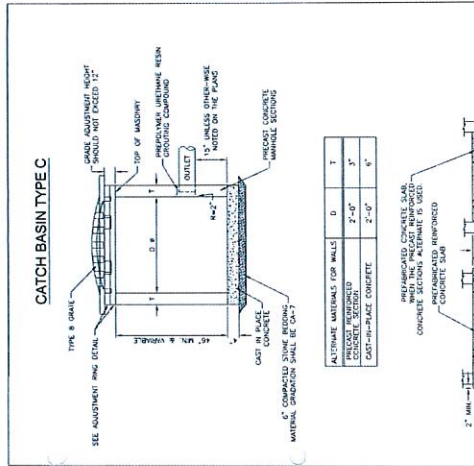
- NOTES:**
1. FABRIC FENCE SHOULD BE INSTALLED AT THE END OF THE DAY.
  2. WIRE OF MESH SUPPORT SHALL BE MIN. GAGE NO. 12.
  3. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  4. FILLER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATIONS AND SHALL BE CAST IN PLACE CONCRETE TO A MINIMUM OF 12" FROM THE BOTTOM OF THE FENCE AND TO THE TOP OF THE MESH.
  5. POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.14 IN. DIA. AND TO BE USED.



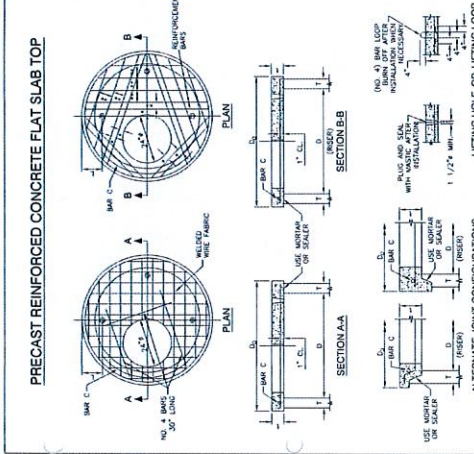
- NOTES:**
1. POST SHALL BE 2" DIA. X 10' LONG.
  2. LOCATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
  3. POSTS SHALL BE SET AT A MINIMUM OF 18 INCHES INTO THE GROUND AND WITH THE TOP.



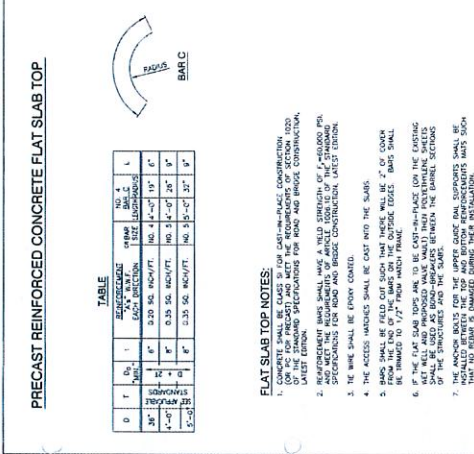
- NOTES:**
1. ALL CATCH BASINS SHALL BE 4'-0" UNLESS OTHERWISE NOTED ON THE PLANS.
  2. USE CASTING CONES UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
  3. ALL CASTING CONES SHALL BE CAST WITH THE TOP SURFACE OF THE CONES.
  4. CASTING CONES SHALL BE CAST WITH THE TOP SURFACE OF THE CONES.
  5. CASTING CONES SHALL BE CAST WITH THE TOP SURFACE OF THE CONES.



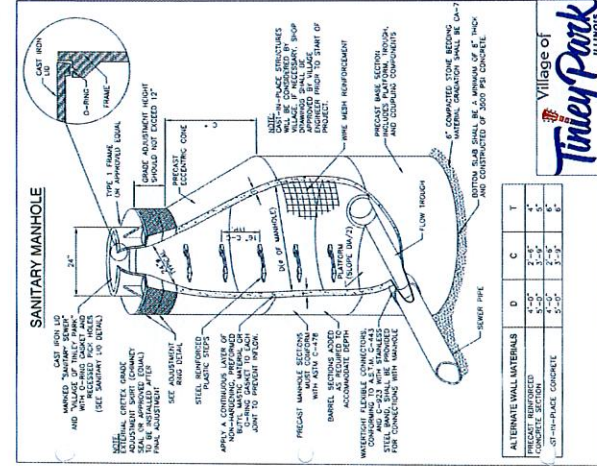
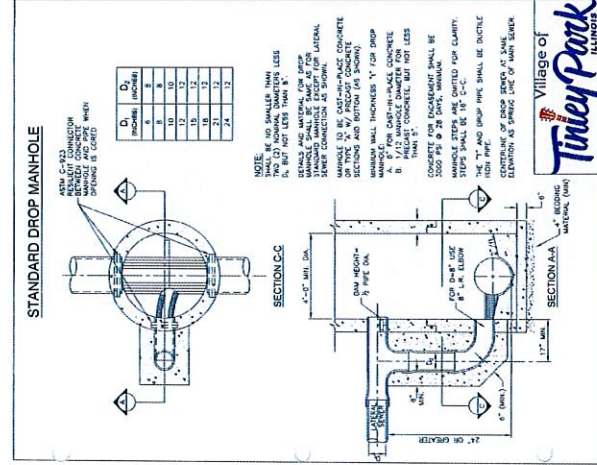
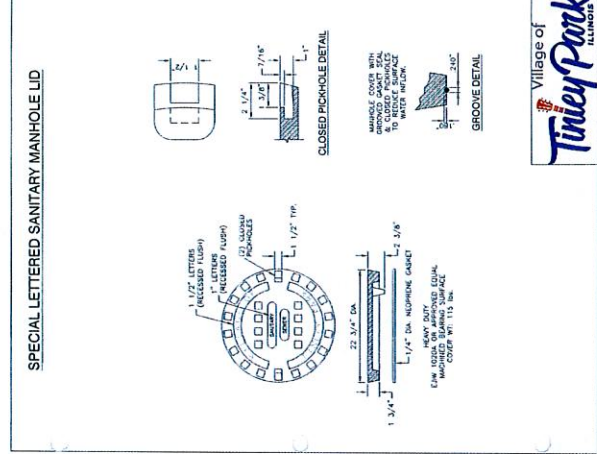
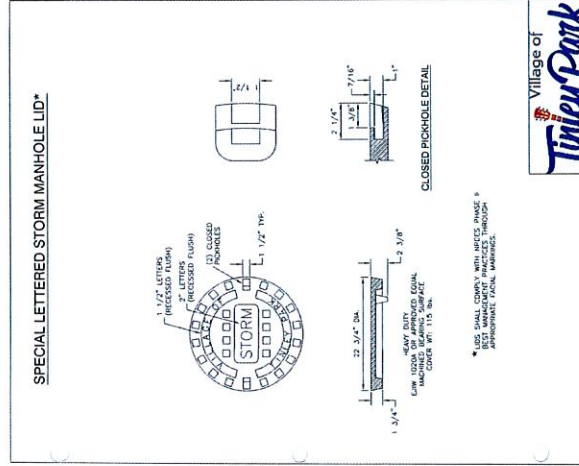
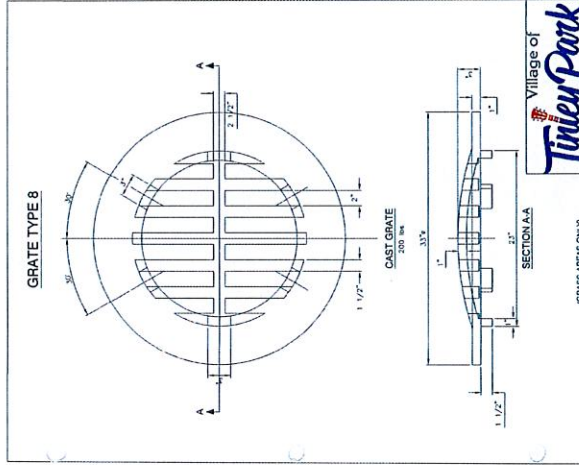
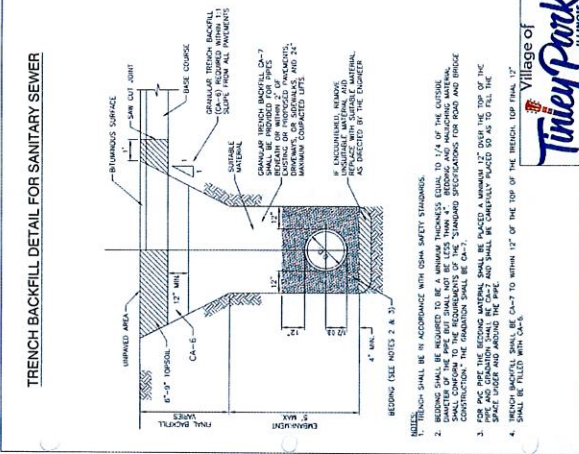
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No.	Revised	Date
1.	Initial Design	11/20/14
2.	Final Design	12/10/14
3.	Construction	03/15/15
4.	As-Built	08/15/15



\*Detail Shown For Reference Only. Drop Manhole To Be Provided By Village.



708

Exhibit E-1

709

Plat of Consolidation

710

This is a plat of the 4.22 acres recently purchased and the 21.63 acres (the L-Shaped

711

Legacy Property but not the triangle)

712

713

714





715

**Exhibit E-2**

716

**Picture of Current PIN#s**

717

**Existing PIN#s**

718



719

Exhibit E-3

720

Proposed Division of PINs# Picture

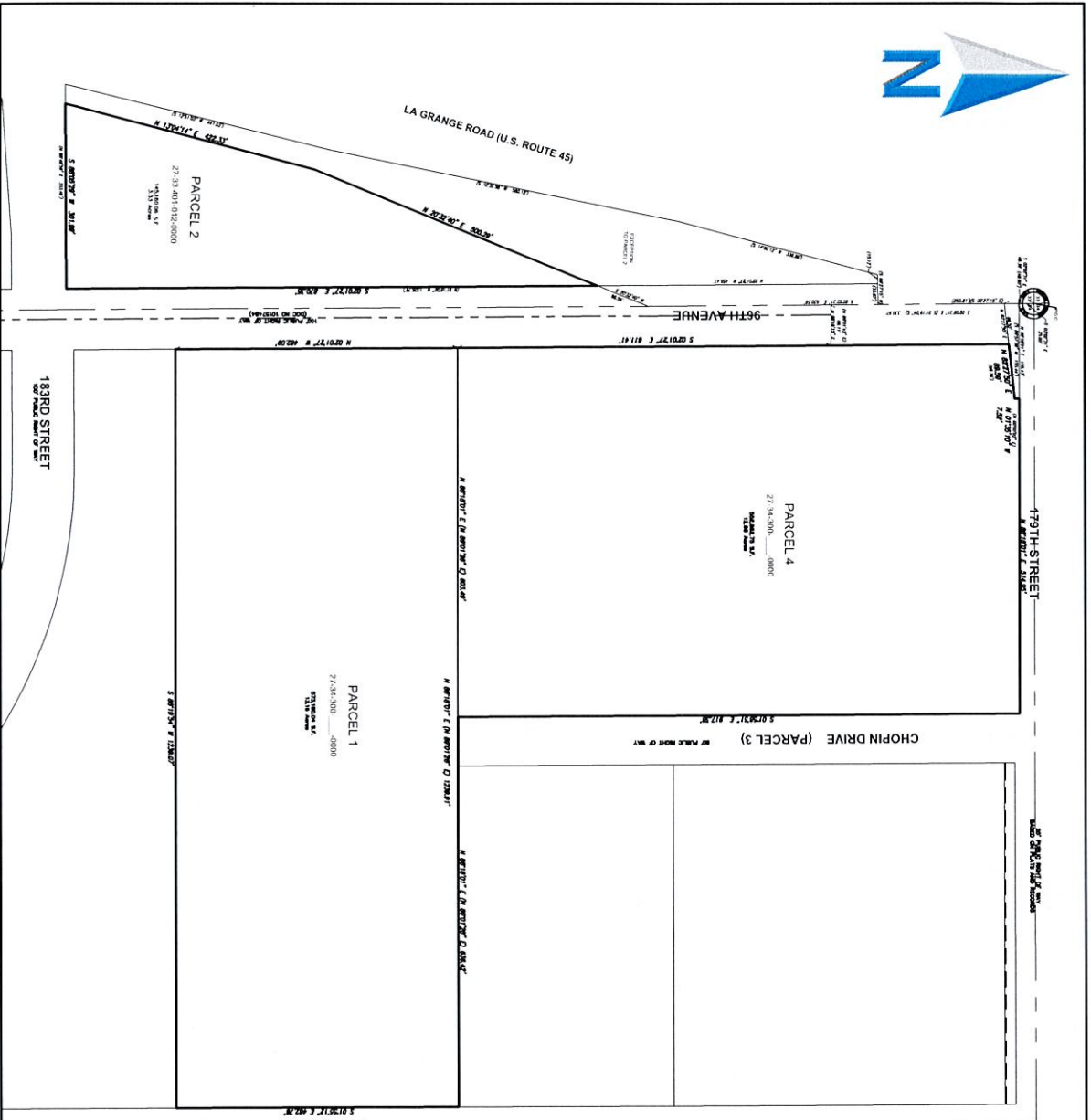
721

[This will show the new PINS that will result post-tax division: one PIN for the

722

12.69 acres being developed and the 16.49 remaining undeveloped.

723



PARCEL 4  
27-24-000-0000

PARCEL 1  
27-24-000-0000

PARCEL 2  
27-23-010-0000

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH 62 DEGREES 02 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 100 FEET TO AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, THENCE NORTH 88 DEGREES 19 MINUTES 50 SECONDS WEST, A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING AND TO THE WESTERLY RIGHT-OF-WAY LINE OF WETLANDS (12.08 FEET) WIDE, NORTH SAID EASTERN RIGHT-OF-WAY LINE OF SAID 180 FEET WIDE WETLANDS (12.08 FEET) WIDE, A DISTANCE OF 12.08 FEET TO THE POINT OF BEGINNING. THE FOLLOWING DESCRIBES SAID PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, THENCE SOUTH IN DEGREES 02 MINUTES 31 SECONDS EAST, A DISTANCE OF 100 FEET TO AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS WEST, A DISTANCE OF 250 FEET TO THE POINT OF BEGINNING AND TO THE WESTERLY RIGHT-OF-WAY LINE OF WETLANDS (12.08 FEET) WIDE, NORTH SAID EASTERN RIGHT-OF-WAY LINE OF SAID 180 FEET WIDE WETLANDS (12.08 FEET) WIDE, A DISTANCE OF 12.08 FEET TO THE POINT OF BEGINNING. THE FOLLOWING DESCRIBES SAID PARCEL 1:

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# EXHIBIT E3

Drawing Title

Drawing No.

724  
725  
726

Exhibit F  
Lift Station Easement Agreement

Prepared by and after  
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC  
200 W. Adams, Ste. 2125  
Chicago, IL 60606

## TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the 16<sup>th</sup> day of November, 2021, by and between LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

### RECITALS

WHEREAS, Grantor is the owner of record of certain real property located at 18100 S. 96th Avenue, 18050-94<sup>th</sup> Avenue and 17901-96<sup>th</sup> Avenue, each such address located in Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new lift station and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon a portion of Grantor’s Property to temporarily locate equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein as the agreement and understanding of the parties hereto.
2. Grant of Easements. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:
  - 2.1 **Temporary Construction Easement**. A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached Exhibit B and B-1 respectively (the “*Construction Easement Area*”) and

incorporated herein. Grantee may use the Construction Easement Area for the purposes of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right time, cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 **Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached Exhibit C and C-1 respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Areas described above include the right to have Grantee's Group, which term is defined in Section 12 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

3. **Grantee's Limited Rights.** Grantee's easement rights and use thereof shall not unreasonably interfere in any way with the proposed construction, development, operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
  - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
  - 3.3 Easements, or claims of easements, shown or not shown by the public records.
  - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
  - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
  - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive



easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document 00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the Parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Rights. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over, under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to providing reasonable notice to Grantee and the reasonable requirements and consent of the Grantee.

7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:
- 7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of Grantor's Property.
  - 7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.
  - 7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "*Project*") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.
  - 7.4 Grantee shall, after the Project is substantially complete, which shall be on or before January 15, 2023, restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before March 31, 2023, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before March 31, 2023, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.
  - 7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.
  - 7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.
  - 7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.
  - 7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee.

All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to restoration, repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result or arise from or due to the granting of the Temporary Construction Easement or the Utility Easement.

7.11 Grantee to construct a Lift Station substantially similar to the one detailed on Exhibit D. Additionally, Grantee to provide additional barrier landscaping per Grantor's approval.

## 8. Term of Easements.

**8.1 Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) March 31, 2023 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

**8.2 Utility Easement.** The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, (i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

**8.3** Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting

Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.

10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:

10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's Property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's Property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning Ordinance. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ROI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same location which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.

10.2 Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112 between Grantee and the Illinois Department of Transportation ("IDOT"), Grantee agrees to exercise its authority to and shall administer, control, construct, maintain and operate the vacated IDOT highway known as Old 96th Avenue, as shown on Exhibit E, to effectuate Grantor's use of the same for transportation purposes. Notwithstanding the above, the Village shall have no obligation to construct a roadway on Old 96<sup>th</sup> Avenue.

- 10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.
- 10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's Property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.
- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179<sup>th</sup> Street, or at Chopin & 179<sup>th</sup> Street, should Grantor require one, that would be in conformance with Grantee's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of Grantor's Property including but not limited to the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "*Indemnitees*"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "*Claim*"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnitees) that Indemnitee or Indemnitees may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the

"Grantee's Group"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

### 13. Insurance.

13.1 **Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;

13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Medical Center ("LUMC") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.3 [E12] Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One

Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date before the start of any work on Grantor's Property. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

### **13.2 Requirements Related to Insurance.**

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUMC and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUMC and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUMC and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.

13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.

13.2.6 Waiver of Subrogation: The Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee in Section 13. to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Grantor, Architect, and all tiers of contractors, subcontractors or consultants engaged by them. The Grantee shall provide evidence of the insurance companies' waiver of subrogation and shall be provided to Grantor along with evidence of insurance. The Grantee will require of its Subcontractors, by appropriate written agreements, to obtain similar waivers each in favor of all parties enumerated in this section and obtain the same evidence of the insurance companies' of waiver of subrogation and maintain with the evidence of insurance.

14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.

15. Default.

15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for a Party's defaults, if any.

15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law, in equity, and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a Party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.



16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.
17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

All notices to Grantor shall be sent to:

Loyola University Health System  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: General Counsel

With a Copy To:

Loyola Medicine  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60447  
Attn: Village Clerk

With Copy To:

Kevin Kearney  
Peterson Johnson & Murray, Chicago LLC  
200 West Adams Street, Suite 2125  
Chicago, IL 60606  
k Kearney@pjmchicago.com

18. Recording Survival. Grantee will record this easement within five (5) business days from the Effective Date. Grantee will provide Grantor a copy of said recorded instrument promptly upon such recording.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
20. Waiver. No waiver of breach of any of the easements, covenants and/or agreement contained in the Agreement shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
21. Estoppel Certificate. Each Party and their respective successors and permitted assigns, from time to time, upon not less than thirty (30) days prior written notice by the other Party, agrees to execute, acknowledge and deliver to the other Party a statement in writing (a) certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications stating such modifications) and (b) stating whether or not to the best knowledge of said Party, the requesting Party is/are in default in the performance of any covenant, agreement or condition contained in the Agreement, and if so, specifying each such default of which said Party may have knowledge. Requests for estoppel certificates may not be made by a Party any more frequently than once a year.
22. No Partnership or Third Party Beneficiaries. Nothing in the Agreement shall be construed to make the Parties partners or joint venturers or render either Party liable for the debts or obligations of the other. Other than as provided for in the Agreement, the Agreement shall be for the benefit of the Parties and the property and not for the benefit of any other person or property.
23. No Violation. To the best of each Party's knowledge, this indication of interest, and the proposed transaction contemplated hereby, will not violate any contract, agreement or commitment currently binding on such Party. Each Party, in entering into this Letter, has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with the proposed transaction contemplated hereby.
24. Agreement Negotiation Expenses. The Parties acknowledge and agree that each are responsible for its own respective fees and expenses and those of their respective agents, representatives and advisors, including, but not limited to, all attorneys and accountants, related to the review and assessment of the arrangements and the negotiation and execution of this Agreement to effectuate the Agreement.
25. Exhibits. All exhibits referred to in the Agreement and attached thereto shall be deemed part of the Agreement.

26. Approval. Each Party to the Agreement shall warrant to the other Party that the individual signing on behalf of such warranting Party has the authority to execute the document for and on behalf of the entity for which it purposes to act.

27. Counterparts. The Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

[Signature] \_\_\_\_\_  
Grantor

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Shawn Vincent personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 6<sup>th</sup> day of December, 2021

Sandra Amodeo Ransom  
Notary Public

SANDRA AMODEO RANSOM  
Printed Name of Notary

My Commission Expires:



\_\_\_\_\_  
*Michael W. Glatz*  
Grantee

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Glatz personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 16<sup>th</sup> day of November, 2021

*Laura J. Godette*  
\_\_\_\_\_  
Notary Public

Laura J. Godette  
\_\_\_\_\_  
Printed Name of Notary



My Commission Expires: 9-14-2023

**EXHIBIT A**  
**Grantor's Property**

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 19 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST ALONG THE LAST DESCRIBED LINE 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 15 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 942.37 FEET OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 21 SECONDS WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NO. 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10

DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART OF PARCEL 2 TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, PURSUANT TO FINAL JUDGMENT ORDER ENTERED SEPTEMBER 12, 2002 IN CASE NO. 00 L 050372 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 77.206 METERS (253.30 FEET), ALONG THE EAST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING AND TO THE EASTERLY RIGHT-OF-WAY LINE OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METERS (546.21 FEET), ALONG THE SAID EASTERLY LINE OF FAI-880; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80, TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET), TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET), TO A POINT ON THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET), ALONG THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF DEDICATION DATED JULY 7, 2000 AND RECORDED JULY 24, 2000 AS DOCUMENT NO. 00555222 FROM REPUBLIC BANK OF CHICAGO KNOWN AS TRUST NUMBER 3018 TO THE VILLAGE OF TINLEY PARK FOR THE PURPOSE OF PUBLIC

ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 80 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE NORTH 590.86 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 80 FEET OF THE SOUTH 351.52 FEET OF THE NORTH 942.37 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE ), ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**Temporary Construction Area Easement Legal Description**

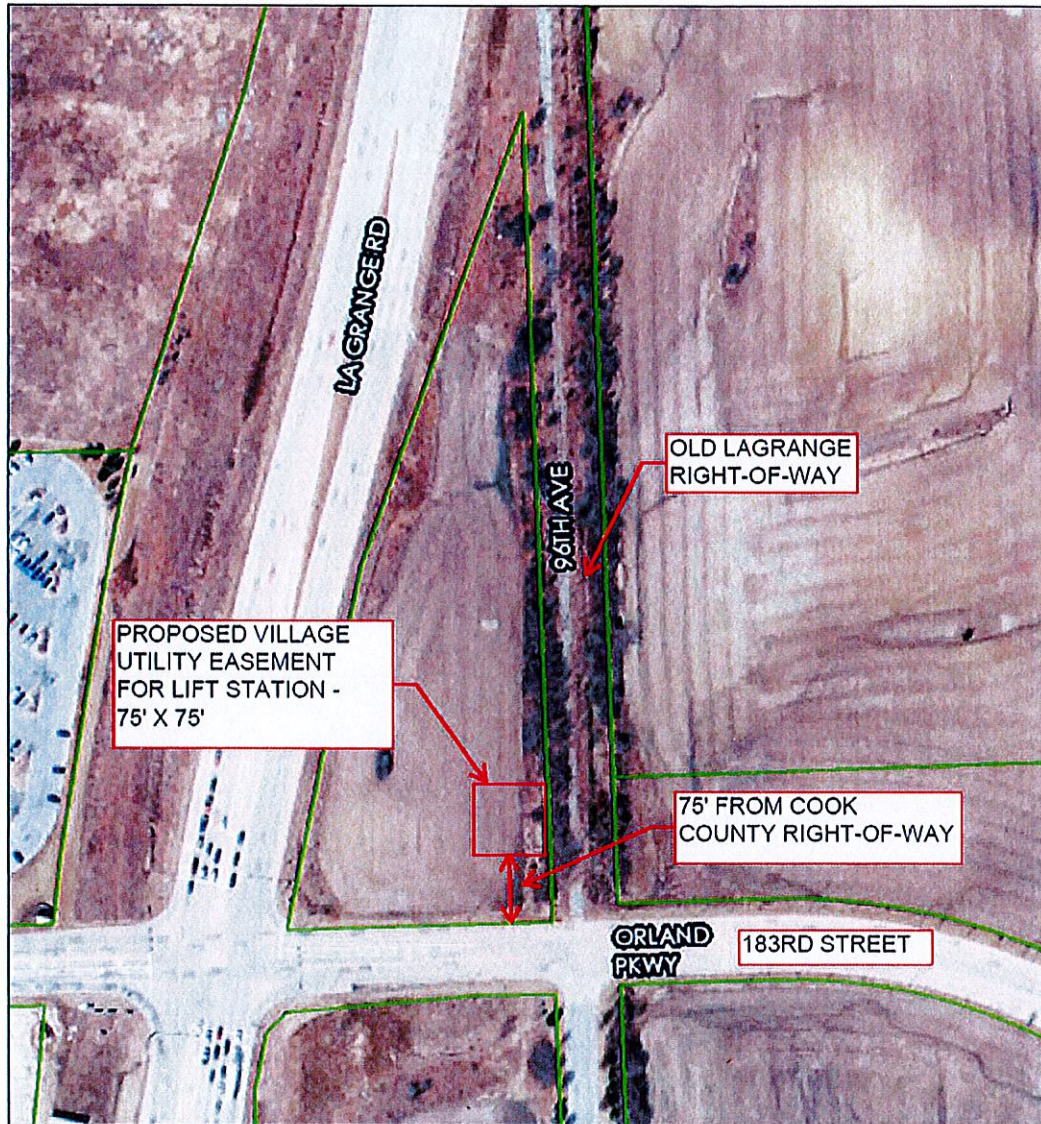
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 183RD STREET (ORLAND PARKWAY) AND THE WEST LINE OF 96TH AVENUE; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF 96TH AVENUE, 75.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 05 MINUTES 36 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST, 75.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, 75.00 FEET TO A POINT ON THE WEST LINE OF 96TH STREET; THENCE SOUTH 02 DEGREES 01 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF 96TH STREET, 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

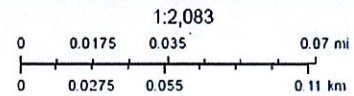


**Exhibit B-1**  
**Construction Easement Area**

# LaGrange Road Sewer, Water Main, and Lift Station



April 6, 2021



Cook County GIS Dept

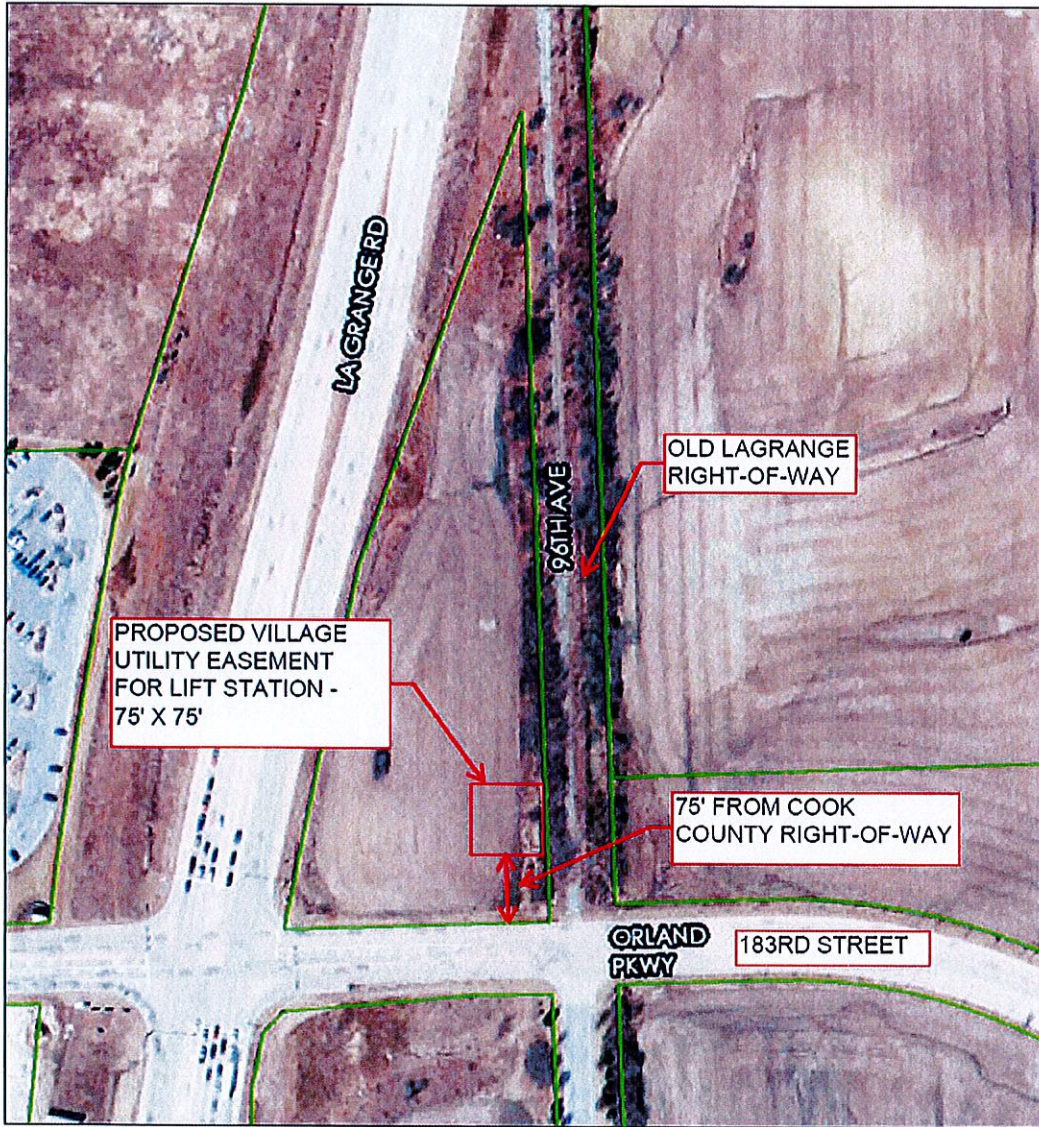
**Exhibit C**  
**Utility Easement Area Legal Description**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

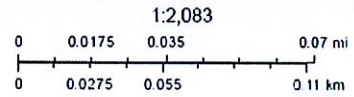
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 183RD STREET (ORLAND PARKWAY) AND THE WEST LINE OF 96TH AVENUE; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF 96TH AVENUE, 75.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 05 MINUTES 36 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST, 75.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, 75.00 FEET TO A POINT ON THE WEST LINE OF 96TH STREET; THENCE SOUTH 02 DEGREES 01 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF 96TH STREET, 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C-1**  
**Utility Easement Area**

**LaGrange Road Sewer, Water Main, and Lift Station**



April 6, 2021

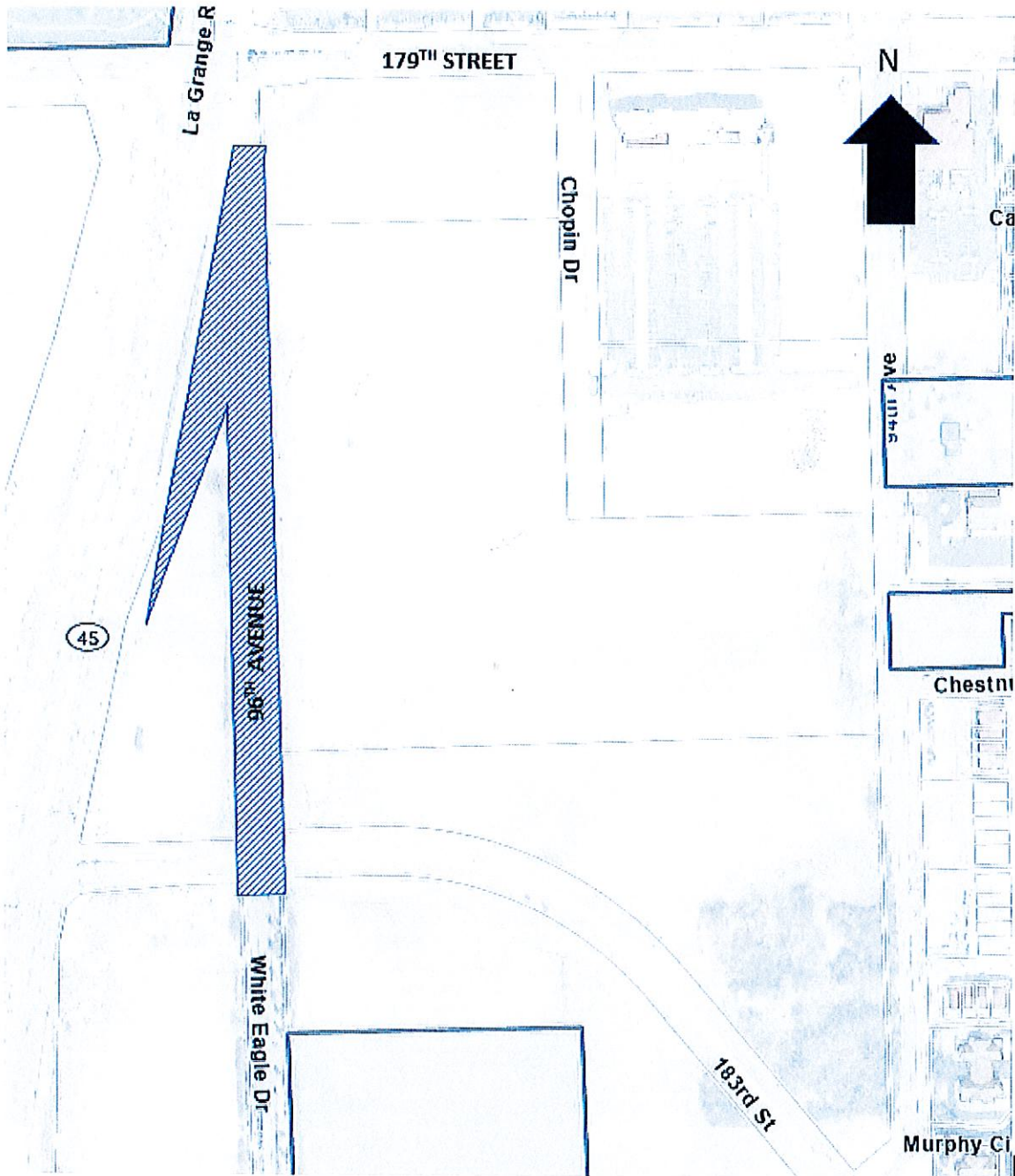


Cook County GIS Dept

**EXHIBIT D**  
**Depiction of Lift Station**



**EXHIBIT D**  
**Old 96<sup>th</sup> Avenue Roadway**



**Exhibit G**  
**179<sup>th</sup> Water/Sewer Easement Agreement**

Prepared by and after  
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC  
200 W. Adams, Ste. 2125  
Chicago, IL 60606

## **TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT**

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the 16th day of November, 2021, by and between LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

### **RECITALS**

WHEREAS, Grantor is the owner of record of certain real property located at 18100 S. 96th Avenue, 18050-94<sup>th</sup> Avenue and 17901-96<sup>th</sup> Avenue, each such address located in Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new sanitary sewer and water line and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon a portion of Grantor’s Property for temporarily located equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein as the agreement and understanding of the parties hereto.
2. Grant of Easements. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:
  - 2.1 **Temporary Construction Easement.** A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached Exhibit B and B-1 respectively (the “*Construction Easement Area*”) and



incorporated herein. Grantee may use the Construction Easement Area for the purposes of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right to cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 **Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached Exhibit C and C-1 respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Areas described above include the right to have Grantee's Group, which term is defined in Section 12 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

3. **Grantee's Limited Rights.** Grantee's easement rights and use thereof shall not unreasonably interfere in any way with the proposed construction, development, operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
  - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
  - 3.3 Easements, or claims of easements, shown or not shown by the public records.
  - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
  - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
  - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive

easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document 00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the Parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Rights. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over, under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to providing reasonable notice to Grantee and the reasonable requirements and consent of the Grantee.

7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:
  - 7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of Grantor's Property.
  - 7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.
  - 7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "*Project*") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.
  - 7.4 Grantee shall, after the Project is substantially complete, which shall be on or before May 30, 2022 for the watermain installation and June 18, 2022 for the sewer installation, restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before June 30, 2022 for the watermain installation and July 18, 2022 for the sewer installation, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before June 30, 2022 or July 18, 2022, respectively, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.
  - 7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.
  - 7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.
  - 7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.
  - 7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee.

All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to restoration, repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result or arise from or due to the granting of the Temporary Construction Easement or the Utility Easement.

## 8. Term of Easements.

**8.1 Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) August 8, 2022 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

**8.2 Utility Easement.** The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, (i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

**8.3** Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.

10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:

10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's Property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's Property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning Ordinance. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ROI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same location which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.

10.2 Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112 between Grantee and the Illinois Department of Transportation ("IDOT"), Grantee agrees to exercise its authority to and shall administer, control, construct, maintain and operate the vacated IDOT highway known as Old 96th Avenue, as shown on Exhibit D, to effectuate Grantor's use of the same for transportation purposes. Notwithstanding the above, the Village shall have no obligation to construct a roadway on Old 96<sup>th</sup> Avenue.

10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.

- 10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's Property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.
- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179<sup>th</sup> Street, or at Chopin & 179<sup>th</sup> Street, should Grantor require one, that would be in conformance with Grantee's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of Grantor's Property including but not limited to the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "*Indemnitees*"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "*Claim*"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnitees) that Indemnitee or Indemnitees may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the "*Grantee's Group*"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's

Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

### 13. Insurance.

13.1 **Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;

13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Medical Center ("LUMC") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.3 Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date before the start of any work on Grantor's Property. Trinity Health Corporation,

LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

### **13.2 Requirements Related to Insurance.**

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUMC and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUMC and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUMC and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.



13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.

13.2.6 Waiver of Subrogation: The Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee in Section 13. to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Grantor, Architect, and all tiers of contractors, subcontractors or consultants engaged by them. The Grantee shall provide evidence of the insurance companies' waiver of subrogation and shall be provided to Grantor along with evidence of insurance. The Grantee will require of its Subcontractors, by appropriate written agreements, to obtain similar waivers each in favor of all parties enumerated in this section and obtain the same evidence of the insurance companies' of waiver of subrogation and maintain with the evidence of insurance.

14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.

15. Default.

15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for a Party's defaults, if any.

15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law, in equity, and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a Party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other Party shall have the right to apply to a court

of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.
17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

All notices to Grantor shall be sent to:

Loyola University Health System  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: General Counsel

With a Copy To:

Loyola Medicine  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60447  
Attn: Village Clerk

With Copy To:

Kevin Kearney  
Peterson Johnson & Murray, Chicago LLC  
200 West Adams Street, Suite 2125  
Chicago, IL 60606  
k Kearney@pjmchicago.com


18. Recording Survival. Grantee will record this easement within five (5) business days from the Effective Date. Grantee will provide Grantor a copy of said recorded instrument promptly upon such recording.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
20. Waiver. No waiver of breach of any of the easements, covenants and/or agreement contained in the Agreement shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
21. Estoppel Certificate. Each Party and their respective successors and permitted assigns, from time to time, upon not less than thirty (30) days prior written notice by the other Party, agrees to execute, acknowledge and deliver to the other Party a statement in writing (a) certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications stating such modifications) and (b) stating whether or not to the best knowledge of said Party, the requesting Party is/are in default in the performance of any covenant, agreement or condition contained in the Agreement, and if so, specifying each such default of which said Party may have knowledge. Requests for estoppel certificates may not be made by a Party any more frequently than once a year.
22. No Partnership or Third Party Beneficiaries. Nothing in the Agreement shall be construed to make the Parties partners or joint venturers or render either Party liable for the debts or obligations of the other. Other than as provided for in the Agreement, the Agreement shall be for the benefit of the Parties and the property and not for the benefit of any other person or property.
23. No Violation. To the best of each Party's knowledge, this indication of interest, and the proposed transaction contemplated hereby, will not violate any contract, agreement or commitment currently binding on such Party. Each Party, in entering into this Letter, has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with the proposed transaction contemplated hereby.
24. Agreement Negotiation Expenses. The Parties acknowledge and agree that each are responsible for its own respective fees and expenses and those of their respective agents, representatives and advisors, including, but not limited to, all attorneys and accountants, related to the review and assessment of the arrangements and the negotiation and execution of this Agreement to effectuate the Agreement.

25. Exhibits. All exhibits referred to in the Agreement and attached thereto shall be deemed part of the Agreement.

26. Approval. Each Party to the Agreement shall warrant to the other Party that the individual signing on behalf of such warranting Party has the authority to execute the document for and on behalf of the entity for which it purposes to act.

27. Counterparts. The Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.



Grantor

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Shawn Vincent personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 6<sup>th</sup> day of December, 2021

Sandra Amodeo Ransom  
Notary Public

SANDRA AMODEO RANSOM  
Printed Name of Notary

My Commission Expires:



[ ]  
Michael W. Stoj  
Grantee

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael W. Goltz personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 16<sup>th</sup> day of November, 2021

Laura J. Godette  
Notary Public

Laura J. Godette  
Printed Name of Notary

My Commission Expires: 9-14-2023



**EXHIBIT A**  
**Grantor's Property**

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 19 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST ALONG THE LAST DESCRIBED LINE 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 15 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 942.37 FEET OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 21 SECONDS WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NO. 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10

DEGREES 35 MINUTES 58 SECONDS WEST 580.18 FEET; SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART OF PARCEL 2 TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, PURSUANT TO FINAL JUDGMENT ORDER ENTERED SEPTEMBER 12, 2002 IN CASE NO. 00 L 050372 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 77.206 METERS (253.30 FEET), ALONG THE EAST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING AND TO THE EASTERLY RIGHT-OF-WAY LINE OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METERS (546.21 FEET), ALONG THE SAID EASTERLY LINE OF FAI-880; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37.813 METERS (124.06 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80, TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET), TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET), TO A POINT ON THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET), ALONG THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF DEDICATION DATED JULY 7, 2000 AND RECORDED JULY 24, 2000 AS DOCUMENT NO. 00555222 FROM REPUBLIC BANK OF CHICAGO KNOWN AS TRUST NUMBER 3018 TO THE VILLAGE OF TINLEY PARK FOR THE PURPOSE OF PUBLIC

ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 80 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE NORTH 590.86 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 80 FEET OF THE SOUTH 351.52 FEET OF THE NORTH 942.37 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE ), ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

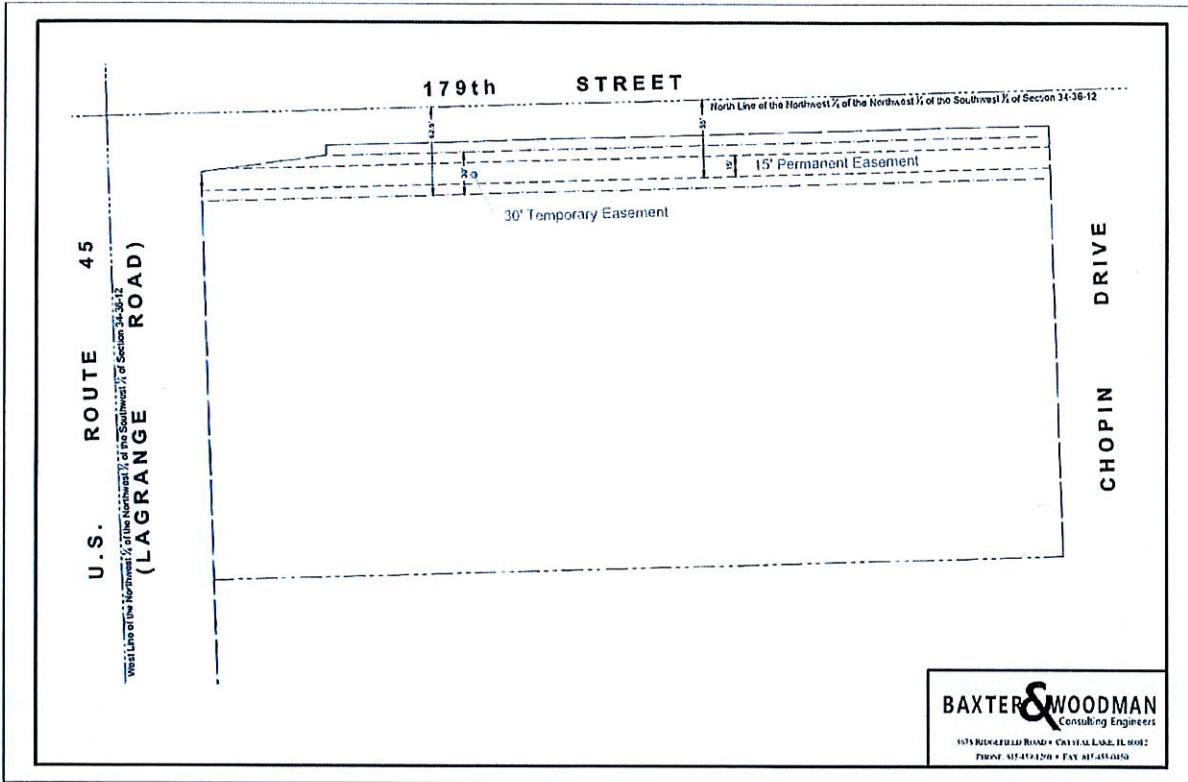


**EXHIBIT B**

**Temporary Construction Area Easement Legal Description**

THE SOUTH 30 FEET OF THE NORTH 62.5 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART TAKEN FOR RIGHT-OF-WAY) IN COOK COUNTY, ILLINOIS.

**Exhibit B-1  
Construction Easement Area**

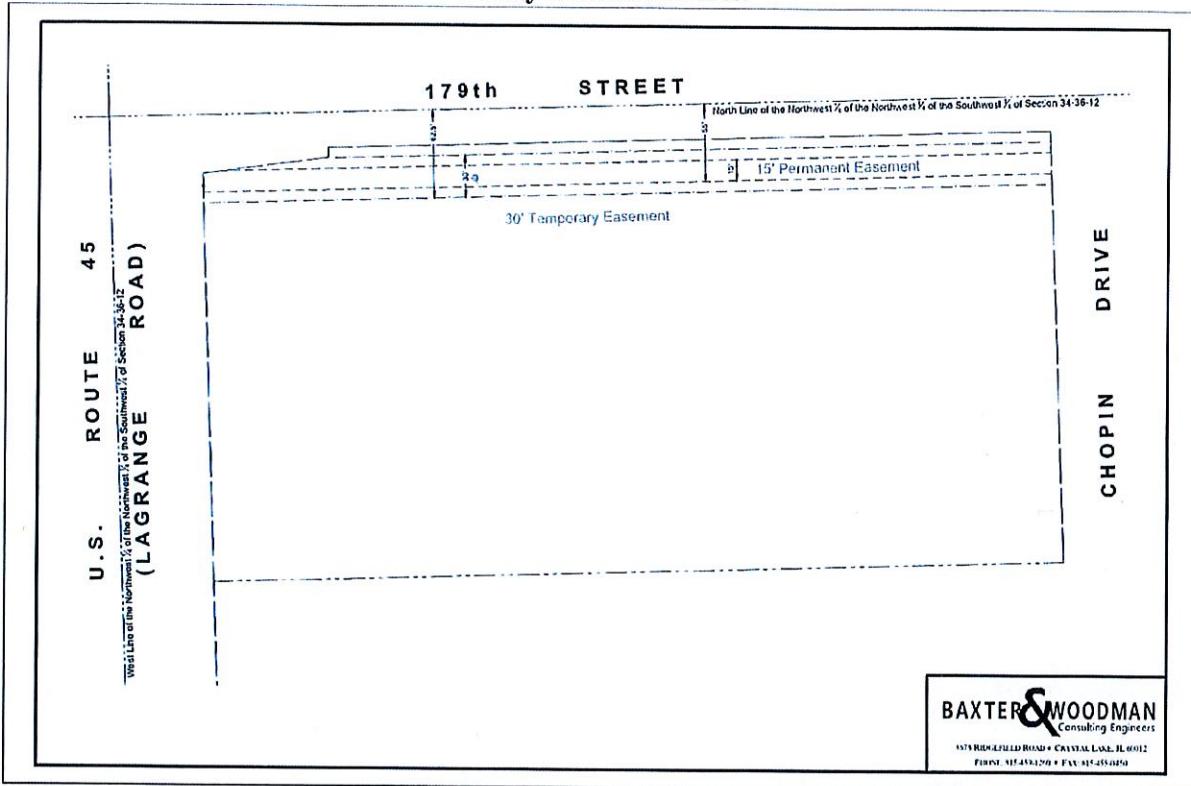


**BAXTER & WOODMAN**  
Consulting Engineers  
575 NICKERFIELD ROAD • CRYSTAL LAKE, IL 60012  
PHONE: 815-419-1200 • FAX: 815-455-0150

**Exhibit C**  
**Utility Easement Area Legal Description**

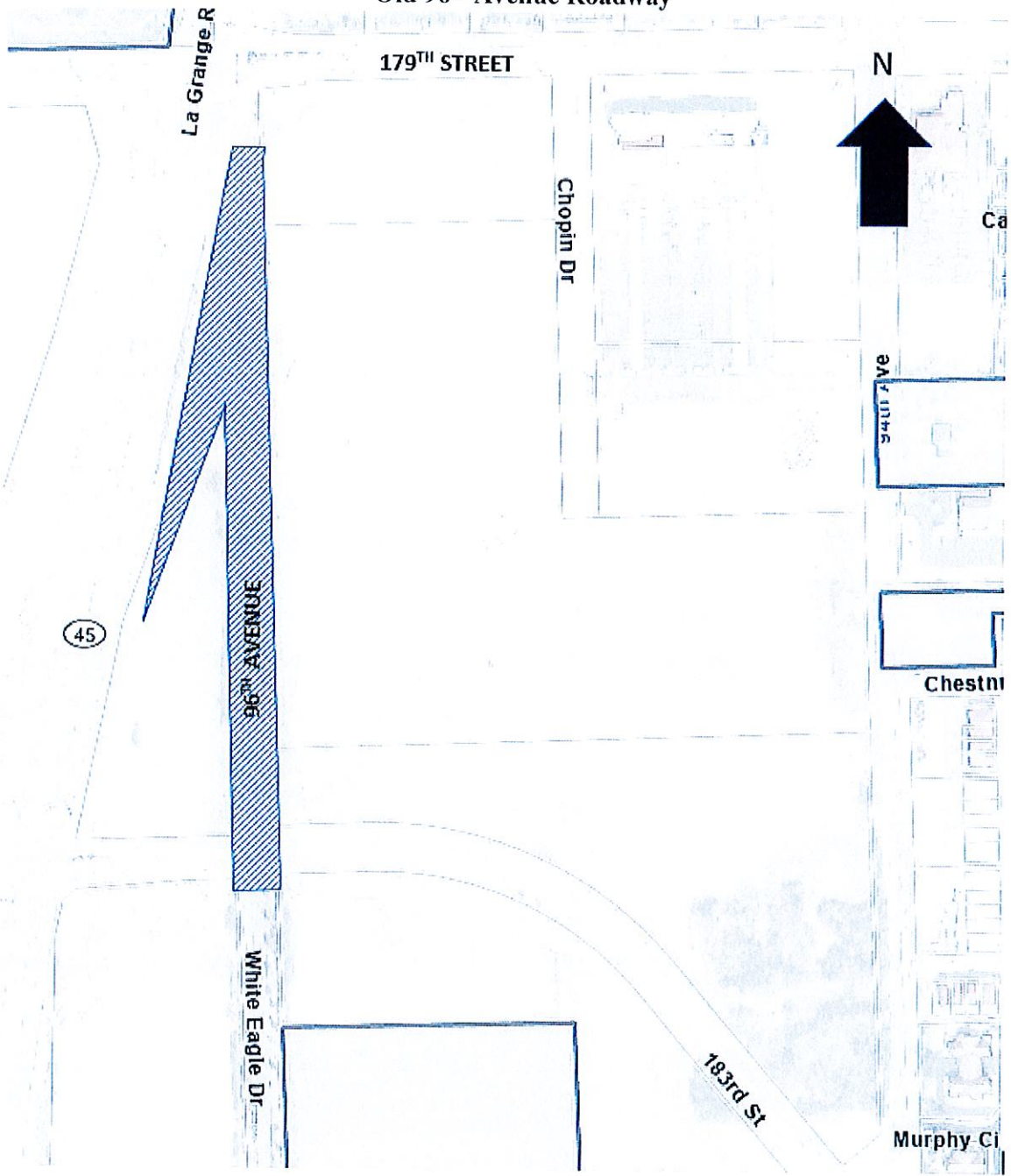
THE SOUTH 15 FEET OF THE NORTH 55 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART TAKEN FOR RIGHT-OF-WAY) IN COOK COUNTY, ILLINOIS.

**EXHIBIT C-1**  
**Utility Easement Area**



**BAXTER & WOODMAN**  
Consulting Engineers  
535 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012  
PHONE: 815-453-1200 • FAX: 815-453-0450

**EXHIBIT D**  
**Old 96<sup>th</sup> Avenue Roadway**



STATE OF ILLINOIS     )  
COUNTY OF COOK        )  
COUNTY OF WILL        )     SS

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-113, “**A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT – LOYOLA HEALTH SYSTEM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 16th, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of November, 2021.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK



## CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: \_\_\_\_\_

Exhibits Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

Contracting Party/Vendor: \_\_\_\_\_

Contract Contact Info: \_\_\_\_\_

Bid Opening Date (If applicable): \_\_\_\_\_

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: \_\_\_\_\_ Date Recorded: \_\_\_\_\_

Certificates of Insurance Received: Yes \_\_\_\_\_ No \_\_\_\_\_

Contract Expiration: Date: \_\_\_\_\_

Signature of Contracting Party received: Yes \_\_\_\_\_ Date: \_\_\_\_\_

Staff Review Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Attorney Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Village Manager Review: Date: \_\_\_\_\_ Approved Via: \_\_\_\_\_ By: \_\_\_\_\_

Committee Review Date: \_\_\_\_\_ Committee Type: \_\_\_\_\_

Committee Approval Date: \_\_\_\_\_ Committee Type: \_\_\_\_\_

Village Board Meeting: Date: \_\_\_\_\_

Village Board Approval: Date: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

**Notes:**