

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "**Agreement**") is made and entered into as of this 28th day of May, 2021, by and among the City of Chicago, an Illinois municipal corporation ("**City**") by and through its Department of Planning and Development, and Mercy Hospital and Medical Center, an Illinois not-for-profit corporation ("**Developer**").

RECITALS

A. Developer owns the real property and improvements legally described on Exhibit A attached hereto and made a part hereof which property consists of land in Chicago, Illinois generally located within boundaries of 25th street, South Park Ave, 26th Street and the first 18 foot public alley west of South Michigan Avenue (the "**Property**").

B. The Property is subject to that certain Mercy Hospital and Medical Center Redevelopment Agreement by and among the City and Developer entered into as of August 23, 2006 (as amended, the "**TIF Agreement**") and recorded on the same date with the Recorder of Deeds of Cook County, Illinois as document number 0623532073.

C. On February 10, 2021, Developer filed a voluntary petition for relief under Chapter 11 of the United States Code, 11 United States Code, Secs. 101-1532, in the United States Bankruptcy Court for the Northern District of Illinois, Eastern District which case is captioned as "In re Mercy Hospital and Medical Center, et. al., Case No. 21-01805". On May 14, 2021, the court entered an order dismissing the bankruptcy proceedings, which provided that all rights of other parties with respect to the debtors were returned to the pre-bankruptcy *status quo*.

D. Developer has entered into an Asset Sale Agreement dated April 2, 2021 (as amended, the "**Sale Agreement**"), by and among Developer, Mercy Health System of Chicago, an Illinois not-for-profit corporation, Insight Chicago, Inc., an Illinois not-for-profit corporation, Trinity Health Corporation, an Indiana nonprofit corporation, and Jawad A. Shah, M.D., P.C. (d/b/a Insight Institute of Neurosurgery and Neuroscience), a Michigan professional corporation.

E. Section 8.06(m) of the TIF Agreement requires Developer to "continue to provide its full mission in patient care and education and research in support of community benefit." The termination of Developer's graduate medical education program constitutes an Event of Default (as defined in the TIF Agreement) under Section 15.01(a) of the TIF Agreement. As its remedy for this Event of Default, pursuant to Section 15.02 of the TIF Agreement, the City has agreed to terminate the TIF Agreement on the terms and conditions set forth herein.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual covenants and agreements herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are acknowledged by each of the parties hereto to be true and correct and are incorporated into this Agreement by this reference.

2. **Termination.** The TIF Agreement is hereby terminated and cancelled effective as of the date the Closing Conditions described in Section 3 below are satisfied (the “**Termination Date**”). As of the Termination Date, the TIF Agreement shall be deemed to have expired by lapse of time as if the Termination Date was the expiration of the “Term of the Agreement” (as defined in the TIF Agreement).

3. **Closing Conditions.** The effectiveness of this Agreement is subject to the covenants and agreements contained herein, and the satisfaction of the following conditions (collectively, the “**Closing Conditions**”):

(a) **Agreement.** The execution of this Agreement by City and Developer;

(b) **Release of Redevelopment Agreement.** The execution of the Release of Redevelopment Agreement substantially in the form attached hereto as Exhibit B (the “**Release**”) by the City and the recording of the Release; and

(c) **Closing under Sale Agreement.** The Closing (as defined in the Sale Agreement) has occurred.

4. **Headings.** The headings of the sections or the subsections in this Agreement are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Agreement.

5. **Entire Agreement; Amendment; No Waiver.** This Agreement is made up of the body of the agreement and the exhibits and schedules attached hereto, if any, all of which are hereby incorporated by reference into the body hereof. There are no other agreements between the parties with respect to the matters covered by this Agreement, and any prior agreements with respect to such matters are superseded, except to the extent any provision of this Agreement provides otherwise. This Agreement may not be altered, amended, changed, terminated, or modified in any material respect without the express, written consent of the parties hereto. No waiver by any party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.

6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois (without regard to Illinois law regarding choice of law).

7. **Binding Effect/Counterparts/Authority.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, personal representatives and assigns. This Agreement may be executed by the parties signing different counterparts of this Agreement, which counterparts together shall constitute the Agreement of the parties. Each party hereto represents and warrants that its undersigned representative has full authority and capacity to execute this Agreement on that party’s behalf.

8. **Interpretation of Termination Agreement.** In the event of any conflict between the TIF Agreement and this Agreement, the terms of this Agreement shall control.

9. **Time.** Time is of the essence in the performance of the respective obligations of the parties contained in this Agreement.


10. **Recording and Filing.** Developer shall cause the Release to be recorded and filed on the date hereof against the Property legally described in Exhibit A hereto in the conveyance and real property records of the county in which the Property is located. Developer shall pay all fees and charges incurred in connection with any such recording.

11. **No Business Relationship with City Elected Officials.** Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the Release or this Agreement or in connection with the transactions contemplated hereby and thereby, shall be grounds for termination of the Release and this Agreement and the transactions contemplated hereby and thereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Release or this Agreement or the transactions contemplated thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as set forth above.

CITY OF CHICAGO, an Illinois municipal Corporation

By: 
Name: Maurice D. Cox
Its: Commissioner, Department of Planning and Development

MERCY HOSPITAL AND MEDICAL CENTER, an Illinois not-for-profit corporation

By: _____
Name: _____
Its: _____

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Its: Commissioner, Department of Planning and Development

MERCY HOSPITAL AND MEDICAL CENTER, an Illinois not-for-profit corporation


By:  _____
Name: CAROL SCHWEITZER
Its: PRESIDENT/CEO

EXHIBIT A
PROPERTY

PARCEL 1:

LOTS A, B AND C IN MERCY HOSPITAL AND MEDICAL CENTER REDEVELOPMENT BEING A CONSOLIDATION OF BLOCKS 62, 63, 64, 68, 69, 76 AND 77 AND PARTS OF BLOCKS 61, 65, 66, 67, 70, 75 AND 78 AND VACATED STREETS AND ALLEYS, ALL IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPT THAT PART OF LOT C LYING EAST OF A LINE, BEING THE WEST LINE OF ANTONIO'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 2007 AS DOCUMENT 0709906052, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT C THAT IS 701.50 FEET WEST OF THE SOUTHEAST CORNER OF LOT D IN SAID SUBDIVISION, AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS C AND D; THENCE NORTH 00 DEGREES 24 MINUTES 27 SECONDS EAST 150.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 07 SECONDS EAST, 114.37 FEET; THENCE NORTHEASTERLY 59.31 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 60.33 FEET, CONCAVE SOUTHEASTERLY, AND WHOSE CHORD BEARS NORTH 28 DEGREES 12 MINUTES 59 SECONDS EAST A DISTANCE OF 56.95 FEET; THENCE NORTHEASTERLY 59.26 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 60.00 FEET, CONCAVE NORTHWESTERLY, AND WHOSE CHORD BEARS NORTH 28 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 56.88 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST, 84.94 FEET; THENCE NORTHERLY 18.02 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.96 FEET, CONCAVE WESTERLY, AND WHOSE CHORD BEARS NORTH 16 DEGREES 53 MINUTES 19 SECONDS WEST A DISTANCE OF 17.77 FEET; THENCE NORTHWESTERLY 47.16 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 74.72 FEET, CONCAVE SOUTHWESTERLY, AND WHOSE CHORD BEARS NORTH 51 DEGREES, 38 MINUTES 52 SECONDS WEST A DISTANCE OF 46.38 FEET; THENCE NORTHWESTERLY 43.55 FEET ALONG THE ARE OF A CIRCLE, HAVING A RADIUS OF 35.84 FEET, CONCAVE NORTHEASTERLY, AND WHOSE CHORD BEARS NORTH 34 DEGREES 55 MINUTES 06 SECONDS WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS WEST, 70.73 FEET TO THE NORTH LINE OF SAID LOT C, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST HALF OF BLOCK 60 (EXCEPT THE NORTH HALF OF THE NORTHEAST QUARTER OF BLOCK 60 AND EXCEPT THAT PART TAKEN FOR STREETS AND ALLEYS) AND THE EAST HALF OF BLOCK 71 (EXCEPT THAT PART TAKEN FOR STREETS AND ALLEYS) IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF

SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF BLOCK 74 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1 TO 9, INCLUSIVE, IN O. P. BRIGGS SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OR BLOCK 60 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 2 IN ANTONIO'S SUBDIVISION, BEING A RESUBDIVISION IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE THEREOF, 135.34 FEET TO THE POINT OF BEGINNING; THE NEXT 9 COURSES BEING ALONG THE PERIMETER LINES OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES AND 00 SECONDS WEST, 166.78 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 225.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 13.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 22.58 FEET; THENCE NORTHWESTERLY 59.68 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 40.00 FEET, CONCAVE NORTHEASTERLY, AND WHOSE CHORD BEARS NORTH 47 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 54.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.93 FEET; THENCE NORTHEASTERLY 49.96 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 60.00 FEET, CONCAVE NORTHWESTERLY, AND WHOSE CHORD BEARS NORTH 23 DEGREES 38 MINUTES 46 SECONDS EAST A DISTANCE OF 48.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST, 84.94 FEET; THENCE NORTHERLY 14.69 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.96 FEET, CONCAVE WESTERLY, AND WHOSE CHORD BEARS NORTH 13 DEGREES 48 MINUTES 14 SECONDS WEST A DISTANCE OF 14.55 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 14 SECONDS EAST, 280.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH AND DEFINED IN THE GRANTS OF ACCESS EASEMENT

RECORDED AS DOCUMENT NO. 0713115096 AND RECORDED AS DOCUMENT 0719715111 AND RECORDED AS DOCUMENT NO. 0826345095 AND IN THE DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND PARTY WALL RIGHTS FOR THE EASTGATE VILLAGE HOMEOWNERS ASSOCIATION RECORDED AS DOCUMENT NO. 0713115097 AND IN THE CROSS EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 1034831094_ FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF ACCESS EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT NO. 0610118091 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C.

PARCEL 6:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR UTILITY PURPOSES UNDER THROUGH AND ACROSS THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF UTILITY EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT NO. 0610118089 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C.

PARCEL 7:

LOT 3 AND LOT 7 IN ANTONIO'S SUBDIVISION, BEING A RESUBDIVISION IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED APRIL 9, 2007 AS DOCUMENT NO. 0709906052,_ALL TAKEN AS A TRACT EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 24 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID LOTS 7 AND 3, A DISTANCE OF 135.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 203.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 3 AND 7, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

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EXHIBIT B

RELEASE OF REDEVELOPMENT AGREEMENT
[See Attached]

THIS INSTRUMENT WAS PREPARED
BY AND MAIL AFTER RECORDING
TO:

Scott D. Fehlan
City of Chicago
Department of Law
121 N. LaSalle St., Suite 600
Chicago, Illinois 60602

RELEASE OF REDEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF CHICAGO, an Illinois municipal corporation ("**City**"), having its principal office at City Hall, Chicago, Illinois 60602, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY, and QUIT CLAIM all its right, title, interest, claim or demand whatsoever under and in connection with the following documents encumbering the premises situated in the County of Cook, State of Illinois and described on **Exhibit A** attached hereto and made a part hereof, together with all the appurtenances and privileges thereunto belonging or appertaining (the "**Property**"):

1. That certain Mercy Hospital and Medical Center Redevelopment Agreement by and among the City, acting through its Department of Planning and Development, and the Developer entered into as of August 2003, 2006 (the "**TIF Agreement**") and recorded on the same date with the Recorder of Deeds of Cook County ("**Recorder's Office**") as document number 0623532073.
2. Amendment to Mercy Hospital Redevelopment Agreement, amended by that certain First Amendment to Mercy Hospital and Medical Center Redevelopment Agreement by and between the City and the Developer entered into as of June 7, 2011 and recorded as Document No. 1115922062 in the Recorder's Office on June 8, 2011.

Address of Property: Property bounded by (i) 25th street, (ii) South Park Ave, (iii) 26th Street and the (iv) first 18 foot public alley west of South Michigan Avenue.

Permanent Index No.:	17-27-129-001	17-27-123-015	17-27-123-022
	17-27-129-002	17-27-123-016	17-27-123-023
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	17-27-129-019	17-27-123-018	
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[SIGNATURE PAGE FOLLOWS]

Exhibit A

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THIS INSTRUMENT WAS PREPARED
BY AND MAIL AFTER RECORDING
TO:

Scott D. Fehlan
City of Chicago
Department of Law
121 N. LaSalle St., Suite 600
Chicago, Illinois 60602

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	17-27-129-019	17-27-123-018	
	17-27-129-092	17-27-123-019	
	17-27-129-094	17-27-123-020	
	17-27-129-095	17-27-123-021	

[SIGNATURE PAGE FOLLOWS]

Exhibit A

Property

PARCEL 1:

LOTS A, B AND C IN MERCY HOSPITAL AND MEDICAL CENTER REDEVELOPMENT BEING A CONSOLIDATION OF BLOCKS 62, 63, 64, 68, 69, 76 AND 77 AND PARTS OF BLOCKS 61, 65, 66, 67, 70, 75 AND 78 AND VACATED STREETS AND ALLEYS, ALL IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPT THAT PART OF LOT C LYING EAST OF A LINE, BEING THE WEST LINE OF ANTONIO'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 2007 AS DOCUMENT 0709906052, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT C THAT IS 701.50 FEET WEST OF THE SOUTHEAST CORNER OF LOT D IN SAID SUBDIVISION, AS MEASURED ALONG THE SOUTH LINE OF SAID LOTS C AND D; THENCE NORTH 00 DEGREES 24 MINUTES 27 SECONDS EAST 150.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 07 SECONDS EAST, 114.37 FEET; THENCE NORTHEASTERLY 59.31 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 60.33 FEET, CONCAVE SOUTHEASTERLY, AND WHOSE CHORD BEARS NORTH 28 DEGREES 12 MINUTES 59 SECONDS EAST A DISTANCE OF 56.95 FEET; THENCE NORTHEASTERLY 59.26 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 60.00 FEET, CONCAVE NORTHWESTERLY, AND WHOSE CHORD BEARS NORTH 28 DEGREES 05 MINUTES 07 SECONDS EAST A DISTANCE OF 56.88 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST, 84.94 FEET; THENCE NORTHERLY 18.02 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.96 FEET, CONCAVE WESTERLY, AND WHOSE CHORD BEARS NORTH 16 DEGREES 53 MINUTES 19 SECONDS WEST A DISTANCE OF 17.77 FEET; THENCE NORTHWESTERLY 47.16 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 74.72 FEET, CONCAVE SOUTHWESTERLY, AND WHOSE CHORD BEARS NORTH 51 DEGREES, 38 MINUTES 52 SECONDS WEST A DISTANCE OF 46.38 FEET; THENCE NORTHWESTERLY 43.55 FEET ALONG THE ARE OF A CIRCLE, HAVING A RADIUS OF 35.84 FEET, CONCAVE NORTHEASTERLY, AND WHOSE CHORD BEARS NORTH 34 DEGREES 55 MINUTES 06 SECONDS WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 30 SECONDS WEST, 70.73 FEET TO THE NORTH LINE OF SAID LOT C, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST HALF OF BLOCK 60 (EXCEPT THE NORTH HALF OF THE NORTHEAST QUARTER OF BLOCK 60 AND EXCEPT THAT PART TAKEN FOR STREETS AND ALLEYS) AND THE EAST HALF OF BLOCK 71 (EXCEPT THAT PART TAKEN FOR STREETS AND ALLEYS) IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF

SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1, 2 AND 3 IN ASSESSOR'S DIVISION OF BLOCK 74 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 1 TO 9, INCLUSIVE, IN O. P. BRIGGS SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OR BLOCK 60 IN CANAL TRUSTEES SUBDIVISION OF THE WEST HALF OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF LOT 2 IN ANTONIO'S SUBDIVISION, BEING A RESUBDIVISION IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE THEREOF, 135.34 FEET TO THE POINT OF BEGINNING; THE NEXT 9 COURSES BEING ALONG THE PERIMETER LINES OF SAID LOT 2; THENCE SOUTH 00 DEGREES 00 MINUTES AND 00 SECONDS WEST, 166.78 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 225.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 13.82 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 22.58 FEET; THENCE NORTHWESTERLY 59.68 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 40.00 FEET, CONCAVE NORTHEASTERLY, AND WHOSE CHORD BEARS NORTH 47 DEGREES 15 MINUTES 17 SECONDS WEST A DISTANCE OF 54.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.93 FEET; THENCE NORTHEASTERLY 49.96 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 60.00 FEET, CONCAVE NORTHWESTERLY, AND WHOSE CHORD BEARS NORTH 23 DEGREES 38 MINUTES 46 SECONDS EAST A DISTANCE OF 48.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 36 SECONDS WEST, 84.94 FEET; THENCE NORTHERLY 14.69 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 30.96 FEET, CONCAVE WESTERLY, AND WHOSE CHORD BEARS NORTH 13 DEGREES 48 MINUTES 14 SECONDS WEST A DISTANCE OF 14.55 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 14 SECONDS EAST, 280.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH AND DEFINED IN THE GRANTS OF ACCESS EASEMENT

RECORDED AS DOCUMENT NO. 0713115096 AND RECORDED AS DOCUMENT 0719715111 AND RECORDED AS DOCUMENT NO. 0826345095 AND IN THE DECLARATION OF EASEMENTS, COVENANTS, RESTRICTIONS AND PARTY WALL RIGHTS FOR THE EASTGATE VILLAGE HOMEOWNERS ASSOCIATION RECORDED AS DOCUMENT NO. 0713115097 AND IN THE CROSS EASEMENT AGREEMENT RECORDED AS DOCUMENT NO. 1034831094_ FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, ACROSS AND UPON THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF ACCESS EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT NO. 0610118091 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C.

PARCEL 6:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR UTILITY PURPOSES UNDER THROUGH AND ACROSS THE EASEMENT PARCEL AS DEFINED IN AND CREATED BY GRANT OF UTILITY EASEMENT DATED APRIL 6, 2006 AND RECORDED APRIL 11, 2006 AS DOCUMENT NO. 0610118089 MADE BY MERCY HOSPITAL AND MEDICAL CENTER TO EASTGATE VILLAGE FIVE MODEL, L.L.C.

PARCEL 7:

LOT 3 AND LOT 7 IN ANTONIO'S SUBDIVISION, BEING A RESUBDIVISION IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED APRIL 9, 2007 AS DOCUMENT NO. 0709906052,_ALL TAKEN AS A TRACT EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 24 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID LOTS 7 AND 3, A DISTANCE OF 135.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 203.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 27 SECONDS WEST, 135.00 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 3 AND 7, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 4 IN ANTONIO'S SUBDIVISION, BEING A RESUBDIVISION IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.