

UNOFFICIAL COPY

0011080261

9025 0160 18 001 Page 1 of 13

2001-11-16 09:54:42

Cook County Recorder

45.00

This Instrument Prepared by:



0011080261

William J. Takahashi
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois, 60601

After Recording Return to:

James L. Beard, Esq.
Piper Marbury Rudnick & Wolfe
203 N. LaSalle Street, Suite 1800
Chicago, Illinois 60601-1293

ASSIGNMENT AND ASSUMPTION OF AIR RIGHTS LEASES

THIS ASSIGNMENT AND ASSUMPTION OF AIR RIGHTS LEASES (this "Assignment") is made as of this 24 day of November, 2001, by and between CHICAGO UNION STATION COMPANY, an Illinois corporation (the "Assignor"), and TRIZECHAHN 10/120 FEE LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of October 31, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer and convey to Assignee, simultaneously with the delivery of this Assignment, Assignor's interest in the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Penn Central Company and Pittsburgh, Fort Wayne and Chicago Railway Company, their successors and assigns ("Penn Central") and Assignor, as lessors, have executed certain lease documents which relate to the Property, a list of which documentation is attached hereto as Exhibits B-1 and B-2 (each, an "Air Rights Lease", and collectively, the "Air Rights Leases"). The legal descriptions of the premises demised under the Air Rights Leases are set forth in Exhibit C attached hereto and made a part hereof.

C. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's interest in, to, and under the Air Rights Leases, and Assignee has agreed to assume Assignor's obligations under the Air Rights Leases, upon the terms and conditions hereinafter provided.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, interest in, to and under the Air Rights Leases, including, without limitation, its reversionary

795427102RF

13
D

UNOFFICIAL COPY

Property of Cook County Clerk's Office

713-850 2000

UNOFFICIAL COPY

interest in the buildings and improvements located on the Property, and its interest in any rent payable to or for the benefit of the lessor under the Air Rights Leases accruing after the date hereof.

2. Assignee hereby accepts the foregoing assignment and hereby assumes all of the duties, obligations and responsibilities of Assignor, as co-lessor under the Air Rights Leases accruing from and after the date hereof (collectively, the "Assumed Obligations").

3. Assignor hereby agrees to defend, hold harmless and indemnify Assignee against all obligations and liabilities of Assignor under the Air Rights Lease accruing prior to the date of this Assignment other than Penn Central Claims (as hereinafter defined). Assignee hereby agrees to defend, hold harmless and indemnify Assignor against all Assumed Obligations and Penn Central Claims. As used herein, "Penn Central Claims" means claims by Penn Central of reversionary or other interests, if any, in the Property, or any buildings or improvements thereon based upon Penn Central being a lessor or co-lessor under the Air Rights Leases, and based on the terms of the Air Rights Leases. "Penn Central Claims" shall not include (1) claims by Penn Central arising out of any agreement (whether written or oral) among Assignor and Penn Central not known by Assignee as of the date hereof, the existence of which would constitute a breach by Assignor, as Seller, under Paragraph 9A(5) of the Purchase Agreement; (2) claims by Penn Central not based on Penn Central being a lessor or co-lessor under the Air Rights Leases and the terms of the Air Rights Leases; (3) claims by Penn Central based upon (a) a course of conduct, dealings or other relationship (other than as lessor or co-lessor under the Air Rights Leases) between Penn Central and Assignor or (b) any act or omission of Assignor. Assignor and Assignee acknowledge that Penn Central is currently the co-lessor under the Air Rights Leases and that the inclusion of a description of the Air Rights Leases or the co-lessor relationship as part of an allegation in any other claim, as described in the immediately preceding sentence, shall not, by itself, render the other claim a Penn Central Claim. Whenever a party is defending the other party hereunder, such defense shall be conducted by counsel reasonably acceptable to such other party.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. The respective agreements herein set forth are for the benefit only of the parties hereto, their successors and assigns, and no provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective successors in interest and assigns.

5. This Assignment may be executed in counterparts, each of which shall for all purposes be deemed an original and all of such counterparts shall together constitute one and the same agreement.

6. In the event any term or provision of this Assignment shall be declared invalid, void or unenforceable it shall not effect the validity of any other term and provision hereof, all which shall remain valid, binding and enforceable.

7. This Assignment shall be governed and interpreted in accordance with the laws of the State of Illinois.

11080261

UNOFFICIAL COPY

8. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

9. For purposes of Paragraph 3 above, the knowledge of the Assignee shall mean and be strictly limited and confined to the actual knowledge of Evan Boris, an authorized agent of Assignee responsible for the purchase of the Property.

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

11080261

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Air Rights Lease as of the day and year first set forth above.

ASSIGNOR:

CHICAGO UNION STATION COMPANY

By: Mikhail F. Dukter

Title: Assistant Secretary

ASSIGNEE:

TRIZECHAHN 10/120 FEE LLC

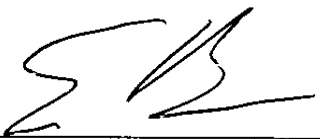
By: 

Title: EVAN M. BORIS
Vice President

JOINDER BY AIR RIGHTS TENANTS

The undersigned, being the sole lessee under each Air Rights Lease hereby (i) certifies to Assignor and Assignee that, to its knowledge, no default or event with which the passage of time or the giving of notice would become a default exists as of the date hereof with respect to the lessor's obligations under either Air Rights Lease and (ii) agrees to look solely to Assignee for the performance of the lessor's obligations accruing under each Air Rights Lease from and after the date hereof.

TRIZECHAHN REGIONAL POOLING LLC,
a Delaware limited liability company

By: 

Title: EVAN M. BORIS
Vice President

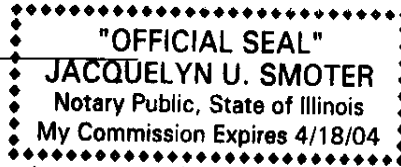
UNOFFICIAL COPY

State of Illinois }
 }
County of Cook }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Michael F. Didger, the Assistant Secretary of CHICAGO UNION STATION COMPANY, an Illinois corporation, 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 acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the purposes and uses set forth therein.

Given under my hand and notarial seal, this 8th day of November, 2001.

Jacquelyn U. Smoter
Notary Public



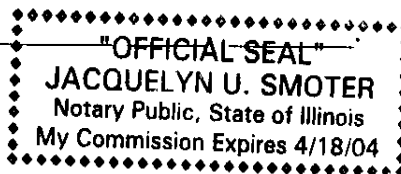
My commission expires on _____

State of Illinois }
 }
County of Cook }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that Evan M. Boris, the Vice President of TRIZEHAHN 10/120 FEE LLC, a Delaware limited liability company, 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 acknowledged that (s)he signed, sealed and delivered the instrument as his/her free and voluntary act for the purposes and uses set forth therein.

Given under my hand and notarial seal, this 8th day of November, 2001.

Jacquelyn U. Smoter
Notary Public



My commission expires on _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

Two certain parcels of land, in Cook County, Illinois, bounded and described as follows:

THE 10 PARCEL:

That part of Lot 2 in Railroad Companies' Resubdivision of Blocks 62 to 76 both inclusive, 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in school section addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat of said Resubdivision recorded in the Recorder's office of Cook County, Illinois, on March 29, 1924, in book 188 of plats at page 16, as document 8339751, falling within a tract of land comprised of parts of Lots 1 and 2 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the northeast corner of said Lot 1 and running thence southwardly along the easterly line of said lot 1 a distance of 199.495 feet to an angle point in said easterly lot line; thence continuing southwardly along said easterly line a distance of 199.23 feet to its intersection with the north line of the south 33 feet of said Lot 1; thence west along the north line of the south 33 feet of said Lot 1 and of said Lot 2 a distance of 218.865 feet to an intersection with the east line of the west 20 feet of said Lot 2; thence north along said east line of the west 20 feet of said Lot 2 a distance of 398.19 feet to its intersection with the north line of said Lot 2, and thence east along the north line of said Lot 2 and of said Lot 1 a distance of 239 feet to the point of beginning,

(excepting from the parcel of land above described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 18.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel to the intersection of said north line and a line (the "Limiting Plane Line") 168 feet east of and parallel to the west line of said parcel; thence southwardly along the Limiting Plane Line to the intersection of said line and the south line of said parcel; thence westerly along the south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the northwest corner of said parcel, which is the point of beginning of said horizontal plane, and
- (b) a horizontal plane 21.0 feet above Chicago City Datum over that portion of said parcel which is not vertically below the horizontal plane described in clause (a) above).

And excepting therefrom the buildings and improvements located thereon.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/04/17 10:10:10

UNOFFICIAL COPY

THE 120 PARCEL:

That part of Lot 3 in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, 78, parts of 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a Subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924, in Book 188 of Plats at Page 16, as Document 8339751; falling within a tract of land comprised of part of Lots 3 and 4 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the Southeast Corner of said Lot 4 and running thence west along the South line of said Lot 4 and of said Lot 3 a distance of 242.50 feet to the point of intersection of said South line of Lot 3 with the East line of the West 20 feet of said Lot 3;

thence north along said East line of the West 20 feet of Lot 3 a distance of 397.635 feet to an intersection with the South line of the North 33.0 feet of said Lot 3;

thence east along the South line of the North 33 feet of said Lots 3 and 4 a distance of 216.50 feet to an intersection with the Easterly line of said Lot 4; and

thence southwardly along the Easterly line of said Lot 4 a distance of 398.60 feet to the point of beginning,

excepting, however, from the parcel of land above-described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 20.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel a distance of 168 feet; thence southwardly to a point on the south line of said parcel 168 feet from the southwest corner thereof; thence westerly a distance of 168 feet along said south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the point of beginning of said horizontal plane, a distance of 397.64 feet, more or less; also
- (b) a horizontal plane 22.5 feet above Chicago City Datum over the remainder of said parcel which is not vertically below the horizontal plane described in clause (a) above.

And excepting therefrom the buildings and improvements located thereon.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/17 10:17:17

UNOFFICIAL COPY

EXHIBIT B-1

10 AIR RIGHTS LEASE

1. Lease dated September 13, 1963 by and among Chicago Union Station Company ("CUSCO"), The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, collectively the Lessor, and Tishman-Gateway, Inc. and LaSalle National Bank as Trustee under Trust Agreement dated September 5, 1963 and known as Trust Number 31511, jointly as Lessee, as recorded with the Cook County Recorder on September 18, 1963 as Document No. 18917214.
2. Supplement to Lease dated June 21, 1966 by and among CUSCO, The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, collectively the Lessor, and Tishman-Gateway, Inc. and LaSalle National Bank as Trustee under Trust Agreement dated September 5, 1963 and known as Trust Number 31511, jointly as Lessee, as recorded with the Cook County Recorder on July 12, 1966, as Document No. 19881999.
3. Second Supplement to Lease dated November 29, 1977 by and among CUSCO, Penn Central Transportation Company and Pittsburgh, Fort Wayne and Chicago Railway Company, collectively the Lessor, and The Equitable Life Assurance Society of the United States, as Lessee, as recorded with the Cook County Recorder on November 30, 1977, as Document Nos. 24217073, 24217074 and 24217075.
4. Third Supplement to Lease dated March 21, 1989 by and among CUSCO and The Penn Central Corporation, jointly as Lessor, and LaSalle National Bank as Trustee under Trust Agreement dated December 1, 1983 and known as Trust Number 107361, as Lessee, as recorded with the Cook County Recorder as Document No. 89173332.
5. Side Letter dated March 21, 1989.
6. Letter dated July 1, 1997 by American Premier Underwriters, Inc. to CUSCO regarding assignment to PCC 38 Corp.

11080261

UNOFFICIAL COPY

EXHIBIT B-2

120 AIR RIGHTS LEASE

1. Lease dated July 1, 1965 by and among Chicago Union Station Company ("CUSCO"), The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, collectively the Lessor, and Tishman-Monroe, Inc. and LaSalle National Bank as Trustee under Trust Agreement dated June 3, 1965 and known as Trust Number 33724, jointly as Lessee, as recorded with the Cook County Recorder on October 14, 1965 as Document No. 19618053.
2. Supplement to Lease dated November 21, 1967 by and among CUSCO, The Pennsylvania Railroad Company and Pittsburgh, Fort Wayne and Chicago Railway Company, collectively the Lessor, and Tishman-Monroe, Inc. and LaSalle National Bank as Trustee under Trust Agreement dated June 3, 1965 and known as Trust Number 33724, jointly as Lessee, as recorded with the Cook County Recorder on January 3, 1968, as Document No. 20370303.
3. Second Supplement to Lease dated November 29, 1977 by and among CUSCO, Penn Central Transportation Company and Pittsburgh, Fort Wayne and Chicago Railway Company, collectively the Lessor, and The Equitable Life Assurance Society of the United States, as Lessee, as recorded with the Cook County Recorder on November 30, 1977, as Document Nos. 24217076, 24217077 and 24217078.
4. Third Supplement to Lease dated March 21, 1989 by and among CUSCO and The Penn Central Corporation, jointly as Lessor, and LaSalle National Bank as Trustee under Trust Agreement dated December 1, 1983 and known as Trust Number 107362, as Lessee, as recorded with the Cook County Recorder as Document No. 89173333.
5. Side Letter dated March 21, 1989.
6. Letter dated July 1, 1997 by American Premier Underwriters, Inc. to CUSCO regarding assignment to AFC Coal Properties, Inc.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

EXHIBIT C

10 AIR RIGHTS LEASE DEMISED PREMISES

Two certain parcels of land, in Cook County, Illinois, bounded and described as follows:

PARCEL 1

A part of Lots 1 and 2 in Railroad Companies' Resubdivision of Blocks 62 to 76 both inclusive, 78 parts of Blocks 61 and 77 and certain vacated streets and alleys in school section addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat of said Resubdivision recorded in the Recorder's office of Cook County, Illinois, on March 29, 1924, in book 188 of plats at page 16, as document 8339751, falling within a tract of land comprised of parts of Lots 1 and 2 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the northeast corner of said Lot 1 and running thence southwardly along the easterly line of said Lot 1 a distance of 199.495 feet to an angle point in said easterly lot line; thence continuing southwardly along said easterly line a distance of 199.23 feet to its intersection with the north line of the south 33 feet of said Lot 1; thence west along the north line of the south 33 feet of said Lot 1 and of said Lot 2 a distance of 218.865 feet to an intersection with the east line of the west 20 feet of said Lot 2; thence north along said east line of the west 20 feet of said Lot 2 a distance of 398.19 feet to its intersection with the north line of said Lot 2, and thence east along the north line of said Lot 2 and of said Lot 1 a distance of 239 feet to the point of beginning,

(excepting from the parcel of land above described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 18.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel to the intersection of said north line and a line (the "Limiting Plane Line") 168 feet east of and parallel to the west line of said parcel; thence southwardly along the Limiting Plane Line to the intersection of said line and the south line of said parcel; thence westerly along the south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the northwest corner of said parcel, which is the point of beginning of said horizontal plane, and
- (b) a horizontal plane 21.0 feet above Chicago City Datum over that portion of said parcel which is not vertically below the horizontal plane described in clause (a) above).

11080261

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-2023

UNOFFICIAL COPY

PARCEL 2

All land and spaces below the horizontal planes described in Parcel 1 above which are occupied by the columns, caissons, foundations, gussets and all other supporting structures for the building and improvements constructed in Parcel 1, and by all other improvements, plenums, mechanical and electrical equipment, pipes, wires, conduits, utilities and other structures located below said horizontal planes in connection with said building and improvements, including, but not limited to the space occupied by the improvements and structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated July 8, 1966 (consisting of three sheets identified as Order Nos. 6311001K and 6311001S and 6311001N respectively) which was recorded as part of Document 19881999.

PARCEL 3

An easement appurtenant to Parcels 1 and 2 in, over and across the west 20 feet of said Lot 2 in said Railroad Companies' Resubdivision to construct, use, maintain, repair, replace or renew from time to time such columns, gussets, trusses, horizontal structural members, caissons, foundations and other supports as may be reasonably necessary or appropriate to maintain and support the plaza and other improvements contemplated by the Lease, including, without limitation, the columns (designated 'DD') and the caissons, foundations and related structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated July 8, 1966 (consisting of three sheets identified as Order Nos. 6311001K and 6311001S and 6311001N respectively), which was recorded as part of Document 19881999.

11080261

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

120 AIR RIGHTS LEASE DEMISED PREMISES

Two certain parcels of land in the County of Cook, State of Illinois, bounded and described as follows:

PARCEL 1:

That part of Lots 3 and 4 in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, 78, parts of 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a Subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded in the Recorder's Office of Cook County, Illinois on March 29, 1924, in Book 188 of Plats at Page 16, as Document 8339751; falling within a tract of land comprised of parts of Lots 3 and 4 in said Railroad Companies' Resubdivision which is bounded and described as follows:

beginning at the Southeast Corner of said Lot 4 and running thence west along the South line of said Lot 4 and of said Lot 3 a distance of 242.50 feet to the point of intersection of said South line of Lot 3 with the East line of the West 20 feet of said Lot 3; thence north along said East line of the West 20 feet of Lot 3 a distance of 397.635 feet to an intersection with the South line of the North 33.0 feet of said Lot 3; thence east along the South line of the North 33 feet of said Lots 3 and 4 a distance of 216.50 feet to an intersection with the Easterly line of said Lot 4; and thence southwardly along the Easterly line of said Lot 4 a distance of 798.50 feet to the point of beginning,

excepting, however, from the parcel of land above-described the respective portions thereof lying vertically below the following horizontal planes:

- (a) a horizontal plane 20.5 feet above Chicago City Datum, the perimeter of which is described as follows: beginning at the northwest corner of said parcel and running thence easterly along the north line of said parcel a distance of 168 feet; thence southwardly to a point on the south line of said parcel 168 feet from the southwest corner thereof; thence westerly a distance of 168 feet along said south line of said parcel to the southwest corner thereof; thence northerly along the west line of said parcel to the point of beginning of said horizontal plane, a distance of 397.64 feet, more or less; also
- (b) a horizontal plane 22.5 feet above Chicago City Datum over the remainder of said parcel which is not vertically below the horizontal plane described in clause (a) above.

11080261

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1/13/11

UNOFFICIAL COPY

PARCEL 2

All land and spaces below the horizontal planes described in Parcel 1 above which are occupied by the columns, caissons, foundations, gussets and all other supporting structures for the building and improvements constructed in Parcel 1, and by all other improvements, plenums, mechanical and electrical equipment, pipes, wires, conduits, utilities and other structures located below said horizontal planes in connection with said building and improvements, including, but not limited to the space occupied by the improvements and structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated January 3, 1968 (consisting of five sheets identified as Order Nos. 6501003 AA Sheets 1-5), which was recorded as part of Document 20370303.

PARCEL 3

An easement appurtenant to Parcel 1 in, over and across the west 20 feet of Lot 3 in said Railroad Companies' Resubdivision to construct, use, maintain, repair, replace or renew from time to time such columns, gussets, trusses, horizontal structural members, caissons, foundations and other supports as may be reasonably necessary or appropriate to maintain and support the plaza and other improvements contemplated by the Lease, including, without limitation, the columns (designated 'DD') and the caissons, foundations and related structures shown on the plat of survey prepared and certified by Chicago Guarantee Survey Company, dated January 3, 1968 (consisting of five sheets identified as Order Nos. 6501003 AA Sheets 1-5), which was recorded as part of Document 20370303

11080261