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2001-11-16 10:49:43

Cook County Recorder 51.00



0011080268

This instrument was prepared by
and, after recording, return to:

STEPHANIE J. HILL
FAEGRE & BENSON LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
(612) 766-7000

For Recorder's Use Only

LOAN NO. 01209

ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT MADE THIS 8th day of November, 2001 by TRIZECHAHN 10/120 FEE LLC, a Delaware limited liability company ("Assignor"), having an office at c/o TrizecHahn Office Properties, Inc., 4600 Sears Tower, 233 South Wacker Drive, Chicago, Illinois, 60606, Attention: Jeffrey D. Echt, in consideration of **TWENTY-ONE MILLION DOLLARS (\$21,000,000)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby absolutely, presently and irrevocably assign, transfer and set over unto **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, ("Assignee") a corporation organized under the laws of the Commonwealth of Massachusetts, with its principal place of business in the City of Springfield, County of Hampden, and Commonwealth of Massachusetts, the following:

- A. All of the right, title and interest of Assignor in and to those certain ground leases affecting all or a portion of the real property more particularly described on **Exhibit A** hereto (the "Premises") which leases are listed on **Exhibit B** hereto, any and all leases entered into pursuant to Section 41 of any of said ground leases and all other and future leases of the Premises in which Assignor has an interest, and all modifications, renewals, and extensions of the leases listed on **Exhibit B** and of other and future leases, and guarantees, if any, of the lessee's obligations under said leases listed on **Exhibit B** and under other and future leases. Each of said leases and other and future leases and all modifications, renewals and extensions and guarantees, if any, relating thereto are hereinafter collectively referred to as the "Leases"; and

Street Address:
10 and 120 S. Riverside Plaza
Chicago, Illinois

PERMANENT REAL ESTATE
TAX INDEX NOS.
17161040076001 & 17161040056001

BOX 333-CTT

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- B. All rents, issues, income, proceeds and profits arising from the Leases and from the use and occupation of the Premises (excluding specifically any space leases in the buildings located on the Premises in which Assignor does not have an interest), including, without limitation, all fixed and additional rents, cancellation payments, and all sums due and payments made under any guarantee of any of the Leases or any obligations thereunder (collectively "Rents").
- C. All rights, powers, privileges, options and other benefits of Assignor under the Leases, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy Code (hereinbelow defined), and the right to apply the same to the payment of the Debt (hereinbelow defined).

THIS ASSIGNMENT is an absolute, present and irrevocable assignment and is made for the purpose of securing:

- A. The payment of all sums and indebtedness now or hereafter due under that certain \$13,000,000 Promissory Note of even date herewith from Borrower to Assignee having a maturity date of May 10, 2011 ("Note A") and that certain \$8,000,000 Promissory Note of even date herewith from Borrower to Assignee having a maturity date of December 1, 2002, subject to Borrower's right to extend the maturity date to June 1, 2003, subject to and on the terms and provisions of said promissory note ("Note B", with Note A and Note B as either or both of them may hereafter be amended, modified, consolidated or extended called collectively the "Note") which Note is also secured by a Mortgage and Security Agreement of even date herewith (the Mortgage and Security Agreement together with all amendments, extensions or renewals thereof is hereinafter called the "Mortgage").
- B. The performance and discharge of each and every obligation, covenant and agreement of Assignor under this Assignment, the Note, the Mortgage and any other instruments securing the Note (collectively the "Loan Documents").
- C. The payment of all sums now and hereafter becoming due and payable under the Loan Documents (hereinafter the "Debt").

THIS ASSIGNMENT is made on the following covenants, terms and conditions:

SECTION 1. ASSIGNOR'S COVENANTS AND WARRANTIES

Assignor hereby covenants and warrants to Assignee as follows:

- (a) Assignor has not executed any prior assignment of the Leases or Rents, nor has it performed any act or executed any other instrument which might prevent Assignor from fulfilling any of the terms and conditions of this Assignment or which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;

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- (b) Assignor has not executed or granted any modification whatsoever of any of the Leases, except as indicated on **Exhibit B**; the Leases are in full force and effect; and there are no defaults now existing under the Leases, or any conditions which, after notice, passage of time, or both would constitute defaults;
- (c) Assignor will observe and perform all the obligations imposed upon the lessor under any Leases and will not do or permit to be done anything to impair any of the Leases; and
- (d) Assignor will not collect any of the rents, issues, income, proceeds and profits arising or accruing under the Leases or from the Premises in advance of the time when the same shall become due under the Leases nor execute any other assignment of the Leases or assignment of rents, issues, income, proceeds or profits with respect to the Premises.

SECTION 2. ABSOLUTE ASSIGNMENT OF LEASES

Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Leases and Rents, and not an assignment for additional security only. Subject to the terms of this Section 2, Assignee grants to Assignor a revocable license ("License") to collect and receive the Rents and to enforce any remedies under the Leases. Assignor hereby agrees that Assignee may authorize and direct the lessee(s) named in the Leases, and any other occupants of the Premises, and all Lease guarantors, to pay over to Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Default (defined below) exists, and to continue to do so until the lessees are otherwise notified by Assignee.

SECTION 3. REVOCATION OF LICENSE

Upon or at any time after the occurrence of a default under this Assignment (subject to expiration of any applicable cure periods contained in Section 7 of the Note), or an Event of Default as defined in the Note or Mortgage (collectively, an "Event of Default") (subject to expiration of any applicable cure periods contained in Section 7 of the Note), the License granted to Assignor in Section 2 of this Assignment shall automatically be revoked without the need of any action by Assignee, and Assignee shall immediately be entitled to receipt and possession of all Rents, whether or not Assignee enters upon or takes control of the Premises.

Upon demand by Assignee following the occurrence of an Event of Default, Assignor shall immediately deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the lessee(s) under the Leases(s) to pay directly to Assignee all Rents.

Upon revocation of the License, Assignee may, at its option, without waiving such Event of Default and without notice or regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, or by a receiver appointed by a court, with or without

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bringing any action or proceeding, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise, and exclude Assignor and its agents from the Premises.

Upon revocation of the License, Assignee may also take possession of the Premises, and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper. In addition, and with or without taking possession of the Premises, Assignee, in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in such order of priority as Assignee in its sole discretion deems appropriate, to the payment of:

- (a) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other persons or entities as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises, including, without limitation, all taxes, claims, assessments, ground rents, water rents, sewer rents and any other liens or charges, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises;
- (b) the Debt; and
- (c) all reasonable costs and attorneys' fees incurred in connection with the enforcement of this Assignment and any of the Loan Documents.

SECTION 4. NO LIABILITY OF ASSIGNEE

This Assignment shall not be construed to bind Assignee to the performance of any of the covenants, conditions, or provisions contained in any Lease, or otherwise impose any obligation upon Assignee unless and until Assignee takes actual possession of the Premises. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after an Event of Default, or from any other act or omission of Assignee either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises after an Event of Default, unless such loss is caused by the gross negligence, willful misconduct or bad faith of Assignee.

SECTION 5. NO MORTGAGEE IN POSSESSION

In the absence of taking of actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, (iii) shall not be liable to perform any obligation of the lessor under any Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the said Premises resulting in

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loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment.

SECTION 6. BANKRUPTCY

Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the bankruptcy laws of the United States ("Bankruptcy Code") including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, the Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

SECTION 7. INDEMNITY OF ASSIGNEE

Assignor hereby indemnifies Assignee for, and holds Assignee harmless from, any and all liability, loss or damage which may actually be incurred under said Leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by the Mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand and upon the failure of Assignor so to do, Assignee, at its option, may declare all sums secured by the Mortgage immediately due and payable. The foregoing indemnification shall not apply to any liability, loss or damage which is caused by Assignee's gross negligence, willful misconduct or bad faith.

SECTION 8. NO WAIVER OF RIGHTS BY ASSIGNEE

Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or any other instrument securing the Note. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Debt and to enforce the Loan Documents, and said rights and remedies

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may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

SECTION 9. RELEASES OF PARTIES AND SECURITY

Assignee may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of any portion of the Debt without prejudice to any of its rights under this Assignment.

SECTION 10. FUTURE ASSURANCES

Assignor agrees that it will, from time to time, upon demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease. Further, Assignor agrees that it will execute, acknowledge and record such additional assurances and assignments as Assignee may reasonably request covering any and all of the Leases. Such assignments shall be on forms approved by the Assignee, and Assignor agrees to pay all costs incurred in connection with the examination of the Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, fees of Assignee's local counsel.

SECTION 11. AMENDMENTS

This Assignment may not be altered or amended except in a writing, intended for that specific purpose, signed by both Assignor and Assignee.

SECTION 12. HEADINGS AND CAPTIONS

The headings and captions of various sections of this Assignment are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

SECTION 13. NOTICES

The parties agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given when sent by registered or certified mail or, wherever permitted by law, by overnight or express delivery service, or by hand delivery addressed to the Assignor or Assignee, as the case may be, at the address furnished below, and that such address may be changed from time to time by either party by serving a notice on the other as provided herein:

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Address of Assignor

TrizecHahn 10/120 Fee LLC
c/o TrizecHahn Office Properties, Inc.
4300 Sears Tower
233 South Wacker Drive
Chicago, IL 60606
Attn: Jeffrey D. Echt

Address of Assignee

Massachusetts Mutual Life
Insurance Company
c/o David L. Babson & Company
1295 State Street
Springfield, MA 01111
Attn: Senior Vice President
Real Estate Investment Division

SECTION 14. GOVERNING LAW

This instrument shall be governed by the laws of the jurisdiction in which the Premises are located and, upon the occurrence of an Event of Default, Assignee shall have, in addition to the rights and remedies expressly set forth herein, all rights and remedies available to Assignee as the holder of an assignment of leases, rents, issues and profits in that jurisdiction.

SECTION 15. DISCHARGE

Until the payment in full of the Debt, this Assignment shall continue in full force and effect, whether or not recorded. After the occurrence of an Event of Default and the expiration of any applicable cure periods contained in Section 7 of the Note, Assignor hereby authorizes Assignee to furnish to any person written notice that this Assignment of Leases and Rents remains in effect and agrees that such person may rely upon and shall be bound by such statement. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Mortgage duly executed, this Assignment shall be void and of no effect.

SECTION 16. SEVERABILITY

If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment but this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 17. LIMITATIONS ON LIABILITY

- (a) Except to the extent Note A and Note B are recourse in accordance with their terms, in any action or proceedings brought on this Assignment, the Note, the Mortgage or on any of the Loan Documents in which a money judgment is sought (subject to paragraphs (b), (c) and (d) below), Assignee will look solely to the Mortgaged Property and other property described in the Loan Documents (including, without limitation, the Leases and Rents) for payment of the Indebtedness and, specifically and without limitation, Assignee agrees to waive any right to seek or obtain a deficiency judgment against Assignor.

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- (b) The provisions of this Section 17 shall not:
- (i) constitute a waiver, release or impairment of any obligation evidenced or secured by this Assignment, the Note, the Mortgage or any other Loan Document;
 - (ii) be deemed to be a waiver of any right which Assignee may have under Sections 506(a), 506(b), 1111(b) or any other provisions of the U.S. Bankruptcy Code to file a claim for the full amount of the Indebtedness secured by the Mortgage or to require that this Assignment shall continue to secure all of the Indebtedness owing to Assignee in accordance with the Note, the Mortgage and the other Loan Documents;
 - (iii) impair the right of the Assignee to name the Assignor or any guarantor of the Note as a party or parties defendant in any action or suit for judicial foreclosure and sale under the Mortgage;
 - (iv) affect the validity or enforceability of, or limit recovery under, any indemnity (including, without limitation, any environmental indemnity set forth in the Mortgage or other Loan Document, or any separate environmental indemnity agreement, however designated) or guaranty made in connection with this Assignment, the Note, the Mortgage or the other Loan Documents;
 - (v) impair the right of the Assignee to obtain the appointment of a receiver; or,
 - (vi) impair the enforcement of an assignment of leases or an assignment of rents contained in the Mortgage or this Assignment.
- (c) Notwithstanding any provisions of this Section 17 to the contrary, nothing herein shall be deemed to impair or prejudice in any way the right of Assignee (which right is specifically reserved) to pursue or obtain personal recourse liability against Assignor, or any other person or entity, to recover damages actually incurred by Assignee and caused by the following:
- (i) fraud or material misrepresentation in connection with any Loan Document, affidavit, certification, warranty or representation given by Assignor or any officer, general partner, member or authorized agent of Assignor in connection with the making of the loan evidenced by the Note;
 - (ii) the application or appropriation of insurance or condemnation proceeds in a manner contrary to the terms of the Loan Documents;
 - (iii) the application or appropriation of any tenant security deposits, advance or prepaid rents, cancellation or termination fees or other similar sums paid to or held by Assignor or any other person in connection with the operation of

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the Premises contrary to the terms of this Assignment or the other Loan Documents;

- (iv) any act of arson, malicious destruction or waste by Assignor, any principal, affiliate or Partner thereof, or by any guarantor or indemnitor;
- (v) the failure to apply Rents to payments due under the Loan Documents or to operating expenses of the Premises (including, without limitation, the payment of real estate taxes) thereby resulting in, or contributing materially to, an Event of Default; provided, however, that neither Assignor nor any other person or entity shall have any personal liability for Losses based on distributions by Assignor of Rents or rent loss insurance Proceeds to Assignor, or any general partner, principal, stockholder or member of or managing agent for Assignor (if Assignor shall be a limited liability company) made in good faith (after determining the sufficiency of Rents and rent loss insurance Proceeds to cover the payments due under the Loan Documents and the operating expenses of the Premises) more than 180 days prior to an Event of Default; or
- (vi) The filing by Assignor, any member (if Assignor shall be a limited liability company) of Assignor or any guarantor of the Indebtedness of a voluntary bankruptcy or insolvency petition under the U.S. Bankruptcy Code.

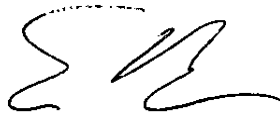
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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

BORROWER

TRIZECHAHN 10/120 FEE LLC,
a Delaware limited liability company

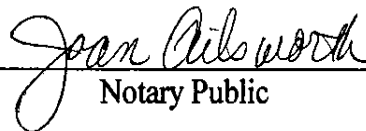
By: 
Evan Boris
Its: Vice President

STATE OF ILLINOIS

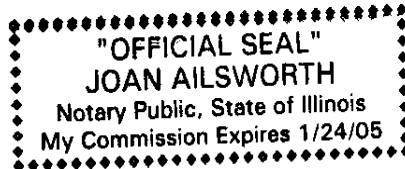
COUNTY OF COOK

I, JOAN AILSWORTH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Evan Boris, the vice president of TrizecHahn 10/120 Fee LLC, a Delaware limited liability company, who is 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 he signed and delivered the same instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

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


Notary Public

M1:804776.06



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EXHIBIT A
PREMISES

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LEGAL DESCRIPTION 120 S. Riverside

PARCEL 1:

A 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 NO. 8339751; FALLING WITHIN A TRACT OF LAND COMPRISED OF PART OF LOTS 3 AND 4 BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST OF 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 THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, EXCEPT FOR THE REVERSIONARY INTEREST THEREIN IF THE LEASE REFERRED TO IN EXCEPTION 11 EXPIRES OR IS TERMINATED.

PARCEL 2:

EASEMENTS APPURTENANT TO PARCEL 1 AS CREATED BY EASEMENT AND OPERATING AGREEMENT MADE BY CHICAGO UNION STATION COMPANY AND TRIZECHAHN 10/120 FEE LLC, DATED _____ AND RECORDED _____ AS DOCUMENT _____, FOR, AMONG OTHER THINGS, INGRESS AND EGRESS FOR PERSONS, MATERIALS AND EQUIPMENT IN, OVER AND ACROSS ALL LAND AND SPACES BELOW THE HORIZONTAL PLANES DESCRIBED IN PARCEL 1 ABOVE, AND IN, OVER AND ACROSS ALL LAND AND SPACES FALLING IN THAT PART OF LOT 4 IN RAILROAD COMPANIES' RESUBDIVISION, AFORESAID, DESCRIBED ABOVE IN PARCEL 1, BELOW THE HORIZONTAL PLANES DESCRIBED ABOVE IN PARCEL 1, INCLUDING EASEMENTS FOR THE AREA OCCUPIED BY THE COLUMNS, CAISSONS, FOUNDATIONS, GUSSETS AND ALL OTHER SUPPORTING STRUCTURES FOR THE BUILDING AND IMPROVEMENTS CONSTRUCTED IN PARCEL 1, AND IN THAT PART OF LOT 4, AND BY ALL OTHER IMPROVEMENTS, PLENUMS, MECHANICAL AND ELECTRICAL EQUIPMENT, PIPES, WIRES, CONDUITS, UTILITIES AND OTHER STRUCTURES

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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. 6501003AA SHEETS 1-5), WHICH WAS RECORDED AS PART OF DOCUMENT NO. 20370303.

PARCEL 3:

AN EASEMENT APPURTENANT TO PARCEL 1 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 EASEMENT AND OPERATING AGREEMENT DESCRIBED IN PARCELS 2 AND 5, INCLUDING, WITHOUT LIMITATION, THE COLUMNS (DESIGNATED 'DD') AND THE CAISSONS, FOUNDATIONS AND RELATED STRUCTURES SHOWN ON THE PLAT OF SURVEY REFERRED TO IN PARCEL 2 ABOVE.

PARCEL 4:

A NONEXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF THE LEASEHOLD INTEREST IN PARCEL 1, THEIR SUCCESSORS AND ASSIGNS, INCLUDING, WITHOUT LIMITATION, CHICAGO UNION STATION COMPANY AND THE PENN CENTRAL CORPORATION, AS THEIR INTERESTS MAY APPEAR UPON EXPIRATION OR OTHER TERMINATION OF THE AIR RIGHTS LEASEHOLDS, AS CREATED BY DEED OF EASEMENT DATED JANUARY 16, 1990 AND RECORDED JANUARY 31, 1990 AS DOCUMENT 90047309 FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR A PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION: LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT 90491486.

PARCEL 5:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS FOLLOWS: FOR INGRESS AND EGRESS, AND 1) TO MAINTAIN, SO LONG AS THEY EXIST, SUCH INCIDENTAL ENCROACHMENTS OF THE BUILDING OR OTHER IMPROVEMENTS, AS THEY NOW EXIST OR ARE FROM TIME TO TIME REBUILT OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, FROM THE LAND DESCRIBED IN PARCEL 1 INTO THE LOWER PARCEL, AND 2) TO, FROM TIME TO TIME, TEMPORARILY USE THE LOWER PARCEL AS NEEDED FOR CONSTRUCTION AND STAGING PURPOSES TO REPAIR, MAINTAIN, RECONSTRUCT OR REPLACE (A) THE BUILDING OR OTHER IMPROVEMENTS ON THE LAND DESCRIBED IN PARCEL 1, OR (B) THE FOUNDATIONS OR OTHER FACILITIES SUBJECT TO EASEMENTS CREATED AND GRANTED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN CHICAGO UNION STATION COMPANY AND TRIZECHAHN 10/120 FEE LLC, AND RECORDED _____ AS DOCUMENT _____ IN, OVER AND ACROSS CERTAIN ADJOINING LAND MORE PARTICULARLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

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LEGAL DESCRIPTION 10 S. Riverside

PARCEL 1:

THAT PART OF LOT 2 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 NUMBER 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 THE 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, EXCEPT FOR THE REVERSIONARY INTEREST THEREIN IF THE LEASE REFERRED TO IN EXCEPTION (C) EXPIRES OR IS TERMINATED.

PARCEL 2:

EASEMENT APPURTENANT TO PARCEL 1 AS CREATED BY EASEMENT AND OPERATING AGREEMENT MADE BY CHICAGO UNION STATION COMPANY AND TRIZECHAHN 10/120 FEE LLC, DATED _____ AND RECORDED _____ AS DOCUMENT _____, FOR, AMONG OTHER THINGS, INGRESS AND EGRESS FOR PERSONS, MATERIALS AND EQUIPMENT IN, OVER AND ACROSS ALL LAND AND SPACES BELOW THE HORIZONTAL PLANES DESCRIBED IN PARCEL 1 ABOVE, AND IN, OVER AND ACROSS ALL LAND AND SPACES FALLING IN THAT PART OF LOT 1 IN RAILROAD COMPANIES' RESUBDIVISION, AFORESAID, DESCRIBED ABOVE IN PARCEL 1, BELOW THE HORIZONTAL PLANES DESCRIBED ABOVE IN PARCEL 1, INCLUDING EASEMENTS FOR THE AREA OCCUPIED BY THE COLUMNS, CAISSONS, FOUNDATIONS, GUSSETS AND ALL OTHER SUPPORTING STRUCTURES, FOR THE BUILDING AND IMPROVEMENTS CONSTRUCTED IN PARCEL 1

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AND IN THAT PART OF LOT 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 PARCEL 1 OVER AND ACROSS THE WEST 20 FEET OF SAID LOT 2 IN SAID RAILROAD COMPANIES' RESUBDIVISION TO CONSTRUCT, USE, MAINTAIN, REPAIR, REPLACE OR RE-NEW 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 EASEMENT AND OPERATING AGREEMENT DESCRIBED IN PARCELS 3 AND 5, INCLUDING, WITHOUT LIMITATION, THE COLUMNS (DESIGNATED 'DD') AND THE CAISSONS, FOUNDATIONS AND RELATED STRUCTURES SHOWN ON THE PLAT OF SURVEY REFERRED TO IN PARCEL 2 ABOVE.

PARCEL 4:

A NONEXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF THE LEASEHOLD INTEREST IN PARCEL 1, THEIR SUCCESSORS AND ASSIGNS, INCLUDING, WITHOUT LIMITATION, CHICAGO UNION STATION COMPANY AND THE PENN CENTRAL CORPORATION, AS THEIR INTERESTS MAY APPEAR UPON EXPIRATION OR OTHER TERMINATION OF THE AIR RIGHTS LEASEHOLDS, AS CREATED BY DEED OF EASEMENT DATED JANUARY 16, 1990 AND RECORDED JANUARY 31, 1990 AS DOCUMENT 90047309 FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR A PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION: LOTS 5, 6, 7, AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990, AS DOCUMENT NUMBER 90491486.

PARCEL 5:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS FOLLOWS: FOR INGRESS AND EGRESS, AND 1) TO MAINTAIN, SO LONG AS THEY EXIST, SUCH INCIDENTAL ENCROACHMENTS OF THE BUILDING OR OTHER IMPROVEMENTS, AS THEY NOW EXIST OR ARE FROM TIME TO TIME REBUILT OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, FROM THE LAND DESCRIBED IN PARCEL 1 INTO THE LOWER PARCEL, AND 2) TO, FROM TIME TO TIME, TEMPORARILY USE THE LOWER PARCEL AS NEEDED FOR CONSTRUCTION AND STAGING PURPOSES TO REPAIR, MAINTAIN, RECONSTRUCT OR REPLACE (A) THE BUILDING OR OTHER IMPROVEMENTS ON THE LAND DESCRIBED IN PARCEL 1, OR (B) THE FOUNDATIONS OR OTHER FACILITIES SUBJECT TO EASEMENTS CREATED AND GRANTED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN CHICAGO UNION STATION COMPANY AND TRIZECHAHN 10/120 FEE LLC, AND RECORDED _____ AS DOCUMENT _____ IN, OVER AND ACROSS CERTAIN ADJOINING LAND MORE PARTICULARLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B GROUND LEASES

1. Master Lease dated April 19, 1989, between CUSCO and LaSalle National Bank as Trustee Under Trust Agreement dated December 1, 1983, and known as Trust No. 107361, relating to 10 South Riverside Plaza, Chicago, Illinois, as amended by two side letters dated April 19, 1989.

2. Master Lease dated April 19, 1989, between CUSCO and LaSalle National Bank as Trustee Under Trust Agreement dated December 1, 1983, and known as Trust No. 107362, relating to 120 South Riverside Plaza, Chicago, Illinois, as amended by two side letters dated April 19, 1989.

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