

UNOFFICIAL COPY

0020634441

4275/0255 45 001 Page 1 of 16
2002-06-06 12:59:18
Cook County Recorder 51.00



This space reserved for Recorder's use only.

798836302 JK

Property of Cook County Clerk's Office

AMENDMENT TO LEASE

31st

THIS AMENDMENT TO LEASE ("Amendment") is made as of this 31st day of May, 2002, by and between TRIZECHAHN 10/120 FEE LLC, a Delaware limited liability company ("Lessor") and TRIZECHAHN REGIONAL POOLING LLC, a Delaware limited liability company ("Lessee").

RECITALS:

A. Lessor, as successor in interest to Chicago Union Station Company ("CUSCO") is landlord and Lessee is tenant under the lease described on Exhibit A hereto (the "Master Lease") leasing the property described on Exhibit B hereto, which is referred to as the "Demised Area" under the Master Lease.

B. Under the lease described on Exhibit C hereto ("Original Lease"), Lessee originally leased the parcel described on Exhibit D hereto (the "Original Premises"), which included the Demised Area.

C. Lessor and Lessee entered into an Agreement dated November 8, 2001, recorded on November 16, 2001 as Doc. No. 0011080265 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Agreement"), confirming that the Original Lease no longer gives any estate, right or interest in the Demised Area, and confirming that the Original Lease remained in effect between Lessor and Lessee with respect to the remainder of the Original Premises.

D. Lessor has acquired or is concurrently acquiring the real estate described on Exhibit E hereto (the "Penn Central Parcel"). Lessor also is grantee of certain non-perpetual easements with respect to the land described on Exhibit F hereto ("Lower Parcel"), and improvements thereon, which are owned by CUSCO, pursuant to the Easement and Operating Agreement dated November 8, 2002, between Lessor and CUSCO, recorded on November 16,

**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**
Sue Ann Fishbein
PIPER RUDNICK
203 North LaSalle Street - Suite 1800
Chicago, Illinois 60601-1293

Address of Property:
10 South Riverside Plaza
Chicago, Illinois
PIN: 1716104005 and 1716104006

BOX 333-CTI

UNOFFICIAL COPY

2001, in the Office of Records of Deeds of Cook County, Illinois as Doc. No. 0011080263. The Original Premises, excepting the premises included in the Demised Area, is referred to in this Amendment as the "Additional Area." The Additional Area consists of the Penn Central Parcel and certain improvements included in the Lower Parcel. The Demised Area and the Penn Central Parcel, together with easements appurtenant thereto (the "Combined Parcel") are collectively described on Exhibit G hereto.

E. Pursuant to Article 5 of the Master Lease, Lessor is required (i) to add the Penn Central Parcel to the Demised Area under the Master Lease when Lessor acquires an interest therein, and (ii) to increase Lessor's Share under the Master Lease. Lessor and Lessee wish to amend the Master Lease to effect those changes and to confirm that possession of the Additional Area is also now governed solely by the Master Lease and not the Original Lease.

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. The Recitals set forth above are true and correct and incorporated herein. Terms not defined in this Amendment shall have the meaning set forth in the agreement to which they refer.

2. The Penn Central Parcel is hereby added to the Demised Area from and after the date of this Amendment ("Effective Date"). From and after the Effective Date, all references in the Master Lease to the Demised Area shall mean the Combined Parcel.

3. "Lessor's Share" (as defined in the Master Lease) shall be increased by 16.912% ("Lessor's Share for Penn Central Parcel") to be 100% as of the Effective Date.

4. Rent payable for the Additional Area under the Original Lease and the Master Lease shall be prorated for the current rent periods as of the Effective Date.

5. As of the Effective Date, and to implement Article 5 of the Master Lease, Lessor and Lessee hereby (i) confirm and agree that Lessee's sole estate, interest and right in the Additional Area is under the Master Lease, as amended hereby, (ii) terminate any right of possession which Lessee may have or may have had in the Additional Area under the terms of the Original Lease, and all rental and other obligations which Lessee may have or may have had with respect to the Additional Area under the terms of the Original Lease accruing after the Effective Date (except as set forth above), and (iii) agree that if the Master Lease, as amended hereby, expires or terminates, then, without further act or instrument, Lessor shall hold title to (or easements in) the Additional Area and all buildings and improvements thereon free and clear of the Original Lease as fully as if the Original Lease had never been executed.

6. Each party represents and warrants to the other that it has full power and authority to execute and deliver this Amendment and that its execution and delivery of this document does not require the consent or approval of any third party.

7. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns as owner of the Penn Central Parcel or grantee of easements in the Lower Parcel and as tenant under the Master Lease and Original Lease.

UNOFFICIAL COPY

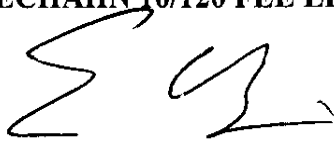
8. This Amendment may be executed in counterparts, each of which shall for all purposes be deemed an original and all of such counterparts shall together constitute one and the same agreement.

9. In the event any term or provision of this Amendment 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.

10. This Amendment shall be governed and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease as of the date set forth above.

TRIZECHAHN 10/120 FEE LLC

By:  _____

Title: Vice President

TRIZECHAHN REGIONAL POOLING LLC

By:  _____

Title: Vice President

20634441

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF Illinois)
COUNTY OF Cook) SS.

I, Joan Ailsworth, a Notary Public in and for the county and state aforesaid, do hereby certify that Evan Bros, a Vice President of TrizecHahn 10/120 Fee LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said company, appeared before me in person and acknowledged that he signed and delivered the said 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 31st day of May, 2002.



Joan Ailsworth
Notary Public

My Commission Expires: 1/24/05

Cook County Clerk's Office

20634441

UNOFFICIAL COPY

STATE OF Illinois)
COUNTY OF Cook) SS.

I, Joan Ailsworth, a Notary Public in and for the county and state aforesaid, do hereby certify that EVAN BORIS, a VICE PRESIDENT of TrizecHahn Regional Pooling Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said company, appeared before me in person and acknowledged that he signed and delivered the said 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 31st day of May, 2002.



Joan Ailsworth
Notary Public

My Commission Expires: 1/24/05

20634441

UNOFFICIAL COPY

EXHIBIT A

MASTER LEASE

1. Master Lease dated April 19, 1989 by and among Chicago Union Station Company ("CUSCO"), as Lessor, and LaSalle National Bank as Trustee under Trust Agreement dated December 1, 1983 and known as Trust No. 107361, as Lessee, as recorded with the Cook County Recorder as Document No. 891733~~35~~,
2. Side Letter dated April 19, 1989.
3. Clarification Letter dated April 19, 1989.
4. Lessor's Estoppel Certificate dated May 16, 2001.

UNOFFICIAL COPY

EXHIBIT B

Demised Area

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

PARCEL 1

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

20634441

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. 6311001 K and 6311001-S and 6311001 N. respectively), which was recorded as part of Document 19 881 999.

PARCEL 3

An easement appurtenant to Parcels 1 and 2 in, over and across the west 20 feet of 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 referred to in Parcel 2 above.

UNOFFICIAL COPY

EXHIBIT C

ORIGINAL 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 3151 1, 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 3151 1, 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.

7. The Agreement.

20634441

UNOFFICIAL COPY

EXHIBIT D

ORIGINAL 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 SUBLIVISION 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

UNOFFICIAL COPY

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).

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.

20634441

UNOFFICIAL COPY

EXHIBIT E

PENN CENTRAL PARCEL

THAT PART OF LOT 1 (EXCEPT THE SOUTH 33 FEET THEREOF) LYING ABOVE A HORIZONTAL PLANE AT AN ELEVATION OF 21 FEET, CHICAGO CITY DATUM AND AS TO THE SOUTH 33 FEET OF LOT 1 LYING ABOVE A HORIZONTAL PLANE OF 25.70 FEET ABOVE CHICAGO CITY DATUM, 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, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON)

UNOFFICIAL COPY

EXHIBIT F

LOWER PARCEL

That part of Lot 1 lying below a horizontal plane at an elevation of 21 feet, Chicago City Datum, 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.

Property of Cook County Clerk's Office

20634441

UNOFFICIAL COPY

EXHIBIT G

COMBINED PARCEL

LEGAL DESCRIPTION

10 S. Riverside

PARCEL 1:

TWO CERTAIN PARCELS OF LAND, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL 1-A

A PART OF LOTS 1 AND 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:

UNOFFICIAL COPY

(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

PARCEL 1-B

THE SOUTH 33 FEET OF LOT 1 LYING ABOVE A HORIZONTAL PLANE OF 25.70 FEET ABOVE CHICAGO CITY DATUM, 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, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, EXCEPT FOR THE REVERSIONARY INTEREST THEREIN IF THE LEASE REFERRED TO IN EXCEPTION 'O' EXPIRES OR IS TERMINATED.

PARCEL 2:

EASEMENTS APPURTENANT TO PARCEL 1-A AS CREATED BY EASEMENT AND OPERATING AGREEMENT MADE BY CHICAGO UNION STATION COMPANY AND TRIZECHAHN 10/120 FEE LLC, DATED NOVEMBER 8, 2001 AND RECORDED NOVEMBER 16, 2001 AS DOCUMENT 0011080263, 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-A ABOVE, 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-A, AND BY ALL OTHER IMPROVEMENTS, PLENUMS, MECHANICAL AND ELECTRICAL EQUIPMENT, PIPES, WIRES, CONDUITS, UTILITIES AND OTHER STRUCTURES LOCATED BELOW SAID HORIZONTAL PLANES IN

20634441

UNOFFICIAL COPY

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 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:

EASEMENTS FOR THE BENEFIT OF PARCEL 1-A 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-A INTO THE "LOWER PARCEL" (AS DEFINED IN THE EASEMENT AND OPERATING AGREEMENT REFERRED TO BELOW), 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-A, 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 NOVEMBER 16, 2001 AS DOCUMENT 0011080263 IN, OVER AND ACROSS CERTAIN ADJOINING LAND MORE PARTICULARLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

20634441

17-16 104 005 600/
006 600/