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Document Prepared by and
After Recording Return to:

Joel D. Malkin, Esq.
Asst. Reg. Counsel
General Services Administration
230 S. Dearborn Street, Suite 3786
Chicago, Illinois 60604-1503

EXHIBIT ATTACHED

(Space Above this Line for County Recorder's Use Only)

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ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS AGREEMENT is entered into this 27th day of November, 2002, by and among the United States of America, acting by and through the Administrator of General Services or its successors and assigns that are agencies of the Federal government of the United State of America ("Government"); Clark/ Taylor L.L.C., a Delaware limited liability company ("Clark/ Taylor"); and Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"); Clark/Taylor, Metra and their respective successors, together, "Property Owners":

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WHEREAS, the Government owns the property and intends to renovate the building at 536 S. Clark Street, Chicago, Illinois ("Clark Street Building"), for use and occupancy by the U.S. Department of Justice, Immigration and Naturalization Service, and

WHEREAS, the Clark Street Building is situated between Congress Parkway, on the north, LaSalle Street, on the west, Harrison Street, on the south, and Clark Street, on the east, and

WHEREAS, in order to secure the Clark Street Building, the Government has petitioned the City of Chicago for vacation of that portion of LaSalle Street between Congress Parkway and Harrison Street that is legally described on Exhibit "A" attached to and made a part of this Agreement ("Vacated Street"), which Vacated Street must be vigilantly secured by the Government, and

WHEREAS, the City Council for the City of Chicago passed an ordinance vacating the Vacated Street on November 28, 2001 (City Council Journal of Proceedings, pages 73207-73211), and

WHEREAS, pursuant to Illinois statute 65 ILCS 5/11-91-2, upon vacating LaSalle Street as aforesaid, title to the Vacated Street vested in the owners of the property abutting the Vacated Street, and

WHEREAS, Property Owners, as tenants in common, own the property westerly of and adjoining the Vacated Street ("Adjoining Property"), and

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WHEREAS, in consideration, in part, for this Access and Maintenance Easement Agreement, Property Owners have conveyed their respective interests in the Vacated Street to Government, and

WHEREAS, the Government and Property Owners intend by this Agreement to resolve between them any and all issues relating to future rights of access by Property Owners and/or their permittees to the Vacated Street.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, the aforementioned Recitals, which are by this reference hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, the Government hereby grants to the Property Owner, a non-exclusive, perpetual easement on and over the Vacated Street for access to and maintenance of the Adjoining Property, subject to and limited by the following terms, covenants and conditions:

1. The Government shall install physical security aids, including but not limited to three sliding gates and one security booth on the Vacated Street, delineated on the plans prepared by Clark Street Design Group, dated October 2, 2002, attached to and made a part of this Agreement as **Exhibit "B"** ("**Plans**") or such modifications or revisions to the Plans proposed to the Property Owners by the Government, which modifications or revisions the Property Owners hereby agree to approve provided that they do not unreasonably interfere with the rights granted to the Property Owners under this Agreement (together, "**Physical Security Aids**"). The area of the Vacated Street will be manned by the Government from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding Federal holidays ("**Normal Business Hours**").
2. Except for Emergency Access as defined and provided in Section 3 below, the Property Owners and/or their permittees shall only have access to the Vacated Street during Normal Business Hours, and only for the purposes of maintaining the improvements now or in the future located on the Adjoining Property, maintaining the generator(s) now or in the future installed on the Adjoining Property, and for construction necessary to develop the Adjoining Property above and below the existing improvements on the Adjoining Property, unless otherwise agreed to in writing by the Government in respect to the aforesaid access to the Vacated Street. The aforesaid uses shall not unreasonably interfere with the Government's intended use of the Property for the Physical Security Aids, loading dock operations, or Government authorized ingress and egress for vehicles and persons accessing the Clark Street Building or appurtenant facilities. The Property Owners and/or their permittees shall use reasonable, economically feasible efforts to access the Adjoining Property through alternative means. However, if access to the Vacated Street is necessary, Property Owners and/or their permittees must explain so, in writing, to the Government at least three (3) business days in advance (except for Emergency Access), and the Government shall have the option of providing other reasonable and economically feasible alternative access to Property Owners and/or their permittees sufficient to accomplish the work on the Adjoining Property permitted under this Agreement. Further, this access may be reasonably restricted at any time in the sole discretion of the Government should the Government reasonably determine there is a security risk; but only for the time period necessary to contain the said security risk. Further, subject to Emergency Access, the foregoing access will only be available if Property Owners provide in writing to the Government contact located in the City of Chicago, Illinois, whose name,

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address, telephone and fax numbers shall be designated from time to time by the Government, at least 48 hours in advance, the following information regarding those wishing such access; provided, however, that in each instance, disclosure of such information is permissible under Illinois law:

- a. Company and/or individual business name;
 - b. Company and/or individual business address;
 - c. Company and/or individual business telephone number;
 - d. Contact person;
 - e. Purpose for access;
 - f. Description of work to be performed; and
 - g. Anticipated time of arrival and departure.
3. Notwithstanding the foregoing, during any time period not included in Normal Business Hours, the Property Owners and/or their permittees may seek access to the Adjoining Property over the Vacated Street in the manner hereafter provided to remedy conditions on the Adjoining Property that pose an imminent threat to health, safety, property damage or the continuation of commuter rail service, and for such reasons only ("Emergency Access"), provided there is no other economically feasible and reasonable alternative access available under the circumstances. To gain Emergency Access, the Property Owner seeking the same is required to telephone the Government at the 24-hour, seven-day a week access number the Government shall designate, in writing, to the Property Owners from time to time. Following such telephone contact, the Government shall provide a guard to oversee the Emergency Access, as soon as reasonably possible. Those Property Owners for which such Emergency Access is sought will reimburse the Government for the time such guard is provided at the hourly rate the Government pays for such guard as designated, in writing, to the Property Owners by the Government from time to time.
4. The Property Owners shall not be required to remove and shall be permitted to maintain any structures or improvements existing on the Adjoining Property as of the date of this Agreement that encroach on the Vacated Street (collectively "Existing Improvements") and the Government hereby grants to the Property Owners an easement as aforesaid to maintain such Existing Improvements; provided, however, that the Government shall be permitted to construct the Physical Security Aids as provided in Section 1 hereof.
5. The Government shall not construct or permit any new structures or improvements on the Vacated Street that interfere with Property Owners' ability to exercise the rights and privileges granted to Property Owners under the terms and provisions of this Agreement, without Property Owners' prior written consent; provided, however, that the Government shall be permitted to construct the Physical Security Aids as provided in Section 1 hereof.
6. Those Property Owners gaining access to the Vacated Street agree to indemnify and hold harmless the Government for, and shall be responsible for repairing any damage to the Vacated Street and Physical Security Aids resulting from their respective activities pursuant to Sections 2 and 3 above, to the extent of their individual liabilities.
7. The benefits and obligations set forth in this Agreement shall inure to and shall be binding upon the parties hereto and their (i) successors in fee title to any portion of the Adjoining

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Property, and (ii) assigns of any rights and/or obligations conferred on the parties hereto. Each Property Owner and its successors and assigns shall only be liable for their respective obligations hereunder that arise or accrue during the time either they (1) are either fee title holders to any portion of the Adjoining Property, or (2) have conferred upon them any of the rights and/or obligations hereunder of the Property Owner.

8. All notices, demands, elections, and other instruments required or permitted to be given or made by a party to this Agreement upon another or the others under the terms of this Agreement or any statute shall be in writing, except in the instance of Emergency Access as provided in Section 3 above. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, at the respective addresses shown below or to such other party or address as any party may from time to time furnish to the others in writing.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-3005
Fax: (312) 322-7098

(b) Notices to Clark/ Taylor shall be sent to:

Clark/Taylor, L.L.C.
c/o Higgins Development Partners, L.L.C.
Suite 800
101 East Erie Street
Chicago, Illinois 60611
Attn: John W. Higgins or Michael C. O'Connor
Phone: (312) 943-4999
Fax: (312) 943-9768

With a copy to:

Walsh Construction Company of Illinois
929 West Adams Street
Chicago, Illinois 60607
Attn: Matthew M. Walsh, Jr. or Daniel J. Walsh
Phone: (312) 563-5401
Fax: (312) 563-5443

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(c) Notices to the Government shall be sent to:

U.S. General Services Administration

Attn.: Director, Realty Services Division
John C. Kluczynski Federal Building
230 South Dearborn Street, Room 3622
Chicago, Illinois 60604
Phone: (312) 353-1069
Fax: (312) 886-9513

Such notices, demands, elections and other instruments shall be considered delivered to the recipient on the second business day after deposit in the U.S. Mail, on the day of delivery, if hand delivered, or on the first business day after successful transmission, if sent by facsimile transmission.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, except when such laws are in conflict with or superceded by the laws of the United States of America. All actions or proceedings arising directly or indirectly or otherwise in connection with, out of, or from this Agreement shall be litigated only in a court having a situs within the County of the State of Illinois in which the Vacated Street is located.
10. All of the easements granted pursuant to the terms of this Agreement are and shall be appurtenant to the Adjoining Property. The ownership of such easements may not be separated from the ownership of the Adjoining Property.
11. No waiver of any obligation or default of a party to this Agreement shall be implied from omission of another party to this Agreement to take any action on account of such obligation or default and no express waiver shall affect any obligation or default, other than the obligation or default specified in the express written waiver and then only for the time and to the extent therein stated.
12. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.
13. This Agreement, together with the exhibits attached hereto (all of which are incorporated herein by this reference), constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

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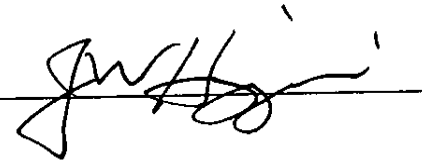
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IN WITNESS WHEREOF, the parties hereto hereby execute and delivered this Agreement on the day and year first above written.

THE UNITED STATES OF AMERICA,
acting by and through the **ADMINISTRATOR**
OF GENERAL SERVICES:

By: 
NANETTE L. WAUCHOP, Contracting Officer

CLARK/ TAYLOR L.L.C.,
a Delaware limited liability
company:

By: 

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY,
a division of an Illinois municipal corporation:

By: 

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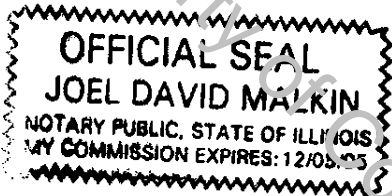
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO **HEREBY CERTIFY THAT**, Nanette L. Wauchop, the Contracting Officer on behalf of the Administrator of General Services, acting on behalf of the **UNITED STATES OF AMERICA**, personally known to me to be the same person whose name is subscribed to the foregoing document appeared before me this day in person and, acknowledged to me that, being so duly authorized, she signed and delivered that document as her free and voluntary act and as the free and voluntary act of the United States of America, for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 24th day of November, 2002.



Joel David Malkin
Notary Public

My Commission expires:

12/5/05

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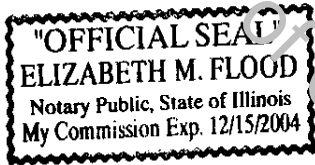
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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
**HEREBY CERTIFY THAT, Philip A. PAGANO, the Executive Director, of
COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION
AUTHORITY,** a division of an Illinois municipal corporation, personally known to me to be the
same person whose name is subscribed to the foregoing document appeared before me this day in
person and, acknowledged to me that, being so duly authorized, he/she signed and delivered that
document as his/her free and voluntary act and as the free and voluntary act of that corporation, for
the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 27th day of November, 2002.



Elizabeth M. Flood
Notary Public

My Commission expires:

12/15/04

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EXHIBIT A to Access and Maintenance Agreement

LEGAL DESCRIPTION OF VACATED STREET

THAT PART OF SOUTH LASALLE STREET LYING SOUTH OF THE WESTWARD EXTENSION OF THE SOUTH LINE OF WEST CONGRESS PARKWAY AND THAT PART OF SOUTH LASALLE STREET LYING NORTH OF THE WESTWARD EXTENSION OF THE NORTH LINE OF WEST HARRISON STREET IN T. G. WRIGHT'S SUBDIVISION OF BLOCK 113 IN SCHOOL ADDITION TO CHICAGO, IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONTAINING 11,760 SQUARE FEET OF LAND, MORE OR LESS.

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EXHIBIT B to Access and Maintenance Agreement

SCHEDULE OF PLANS

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EXHIBIT ATTACHED

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