



This Documents was prepared by and when recorded return to:

Prime Group Realty, L.P.
77 West Wacker Drive
Suite 3900
Chicago, IL 60601
James F. Hoffman, Esq.

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RELEASE AND EASEMENT AGREEMENT

This Release and Easement Agreement (this "Agreement") is made as of August 23, 1999 by and among NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (as successor in interest to Norfolk and Western Company and hereinafter, "Norfolk"); KEMPER/PRIME INDUSTRIAL PARTNERS, an Illinois general partnership ("KPIP"), ENTERPRISE CENTER VII, L.P., an Illinois limited partnership ("ECVII"); ENTERPRISE CENTER VIII, L.P., an Illinois limited partnership ("ECVIII"), ENTERPRISE CENTER IX, L.P., an Illinois limited partnership ("ECIX"), and ENTERPRISE CENTER X, L.P., an Illinois limited partnership ("ECX"). KPIP, ECVII, ECVIII, ECIX and ECX are referred to in this Agreement each as an "Owner" and collectively as "Owners".

Handwritten circled number 17

R E C I T A L S

Owners are all of the owners of lots 1 through 17 (each a "Lot" and collectively the "Lots") in Chicago Enterprise Center Subdivision to the City of Chicago, Cook County, Illinois, as shown in the Plat recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on May 25, 1993 as Document No. 93-397195, and as corrected by a Plat of Correction recorded with the Recorder on March 25, 1997 as Document No. 97-206726 (collectively, the "Plat").

Norfolk owns lot 18 and pursuant to a Final Judgment Order dated as of September 28, 1998, entered into the Circuit Court of Cook County, Illinois, Norfolk acquired title to Lot 19 in the Plat ("Lot 19"). Lots 1 through 19 are sometime collectively referred to in this Agreement as the "Complex". The respective

owner of each of Lots 1 through 19 is identified on attached EXHIBIT A.

In connection with Norfolk's acquisition of Lot 18, Norfolk and the Owners entered into that certain Release and Easement Agreement, dated as of August 14, 1997 and recorded with the Recorder on August 25, 1997, as Document No. 97624254 (the "Release"). Among other things, the Release separates Lot 18 from the rest of the Lots in the Complex owned by the Owners such that the reciprocal easements and covenants established under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Chicago Enterprise Center made as of December 30, 1994 to be effective as of May 25, 1993, and recorded with the Recorder on February 2, 1995 as Document No. 95-080794 (the "Declaration") and that certain Easement Agreement and Amendment to Declaration, dated as of June 10, 1996 and recorded with the Recorder on June 14, 1996 as Document No. 96-455750 (the "Easement Agreement") and the Plat no longer apply between Lot 18 and Lots 1 through 17.

The Release similarly provides that if Norfolk were to acquire title to Lot 19, the reciprocal easements and covenants established under the Declaration, the Easement Agreement and the Plat would no longer apply between Lot 19 and Lots 1 through 17.

A G R E E M E N T

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DECLARATION, EASEMENT AGREEMENT AND PLAT

Section 1.1 Mutual Releases

1.1.1 Each Owner, for itself and its successors and assigns, hereby releases, conveys and quitclaims to Norfolk all easements and other rights, title and interests of such Owner in and to Lot 19 under the Declaration, the Easement Agreement and the Plat.

1.1.2 Norfolk, for itself and its successors and assigns, hereby releases, conveys and quitclaims to each Owner all easements and other rights, title and interests of Norfolk in and

to each of Lots 1 through 17 owned by each respective Owner under the Declaration, the Easement Agreement, and the Plat.

1.1.3 Norfolk represents, warrants and covenants with Owners (i) that it is not necessary for Norfolk nor does Norfolk desire to have Lot 19 benefit from any easements, rights or interests over the remainder of the Complex, and (ii) that Norfolk has alternative access to Lot 19 other than through the Complex.

Accordingly, in addition to the releases referred to above, Norfolk, for itself and its successors and assigns, hereby releases, conveys and quit claims to each Owner any other easements, rights or interests whatsoever benefiting Lot 19 which may exist over or burden any portion of the Complex owned by each respective Owner.

Section 1.2 No Further Liability

1.2.1 From and after the date of this Agreement, Owners, their respective successors and assigns and any party hereafter acquiring ownership of a Lot or Lots from any Owner, shall have no further liability, or obligation to Norfolk, its successors and assigns and any party hereafter acquiring ownership of Lot 19 or any occupant of Lot 19, under or by reason of the Declaration, Easement Agreement or Plat.

1.2.2 From and after the date of this Agreement, Norfolk, its successors and assigns and any party hereafter acquiring Lot 19 from Norfolk, shall have no further liability or obligation to any Owners or any occupant of Lots 1 through 17 under or by reason of the Declaration, Easement Agreement or Plat as they relate to Lot 19.

Section 1.3 Continuing Agreements

1.3.1 The Declaration shall remain in full force and effect with respect to Lots 1 through 17 of the Complex.

ARTICLE II

**AGREEMENTS REGARDING LOT 18
AND ADDITIONAL PROPERTY**

Section 2.1 Additional Property

2.1.1 Norfolk agrees that should Norfolk ever in the future acquire (a) any other property in the Complex, and/or (b)

any other property outside of the Complex, which in either case benefits from any easements, rights or interests which burden any portion of Lots 1 through 17 (including but not limited to the Plat, Declaration and/or Easement Agreement; the "Easement Documents"), whether from Owners or any other third party, including but not necessarily limited to Lot 20 in the Plat (collectively, the "Additional Property"), that Norfolk shall cooperate with Owners in removing and terminating the benefits of any Easement Documents to the Additional Property and/or providing that the Additional Property shall not be entitled to the benefits of such Easement Documents.

2.1.2 Except as otherwise provided in this Agreement, in the event Norfolk acquires title to any or all of Lot 20, Owner shall cooperate with Norfolk in removing and terminating the benefits to Lots 1 through 17 of any Easement Documents which burden any such portion of Lot 20 being acquired and/or providing that Lots 1 through 17 shall not be entitled to the benefits of such Easement Documents to the extent they impose burdens on such property.

Section 2.2 Discovery of Utility Lines

2.2.1 Norfolk and Owners agree that in the event that any party discovers that there are any utility lines on Lot 19 or any Additional Property acquired by Norfolk which service any of Lots 1 through 17, then:

(A) Norfolk shall grant easements (in form and substance reasonably acceptable to the affected Owners) to the Owners of the affected portions of Lots 1 through 17 over the areas of Lot 19 and/or the Additional Property on which such utility lines exist, including easements for any and all storm sewer drainage lines and utility poles and overhead wires.

(B) In lieu of providing Owners with the easements in the locations requested pursuant to Section 2.2.1(A) above, Norfolk shall have the right, upon written notice to the relevant Owner(s) within ten (10) days after any such Owner(s) requests such easements, to elect to relocate any or all of such utility lines to other portions of Lot 19 or Additional Property, as applicable (or to portions of Lots 1 through 17 in locations approved by the relevant Owners), at Norfolk's sole expense, in which case Norfolk shall promptly relocate such utilities at Norfolk's sole cost and in a manner so as to avoid interruptions of service. After such utilities are relocated, Norfolk shall grant easements to the

relevant Owner(s), in form and substance reasonably acceptable to such Owner(s), over the areas affected by such utility lines.

Section 2.3 Construction and Utility Capping

On or prior to the time Norfolk starts construction on Lot 19 and/or any Additional Property, Norfolk shall install and maintain standard construction fencing around Lot 19 and/or such Additional Property, as applicable, separating it from the remainder of the Complex. Such construction fencing shall be replaced with at least an eight (8) foot high chain link fence around such Lot 19 and/or the Additional Property, as applicable, separating it from the remainder of the Complex, which Purchaser shall maintain in good condition and repair, reasonable wear and tear excepted. In addition, in connection with the demolition of the existing building on Lot 19, Norfolk shall promptly cut and cap the sanitary sewer, water and gas service lines serving such building where indicated in EXHIBIT B attached hereto. Notwithstanding the foregoing, Norfolk shall not cut and cap the storm sewer line where indicated on EXHIBIT B unless KPIP, or its successors or assigns, request it be cut and capped.

Section 2.4 Removal of Parking Lot Encroachment

Without in any way limiting the other provisions of this Agreement, Norfolk agrees that it will remove the Parking Lot Encroachment from Lot 17 referred to in Section 2.6 of the Easement Agreement.

ARTICLE III

**EXISTING INTERCEPTING SEWER EASEMENTS
AND ELECTRICAL AGREEMENT**

Notwithstanding anything in this Agreement to the contrary, Norfolk agrees that it will not condemn or terminate the existing easement to the Sanitary District of Chicago created by instrument recorded March 25, 1937 as Document No. 11968813 or the rights of Commonwealth Edison pursuant to an Electrical Service Station Agreement dated October 21, 1985.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices.

Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to Owners or Norfolk, as the case may be, at the addresses set forth below, as such other addresses as may be specified by any party pursuant to a written notice to the other parties hereunder:

Owner:
Kemper/Prime Industrial
Partners
c/o Prime Group Realty, L.P.
77 West Wacker Drive

Suite 3900
Chicago, Illinois
Attention: General Counsel

Norfolk:
Mr. Jerry L. Causey
Real Estate and
Contract Services
Norfolk Southern Railway
Company
600 W. Peachtree St., NW.
Suite 1701
Atlanta, Georgia 30308-3603

with a copy to:

Prime Group Realty, L.P.
77 West Wacker Drive
Suite 3900
Chicago, Illinois
Attention: President

Section 4.2 Modification

This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties.

Section 4.3 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to choice of law principles.

Section 4.4 Severability.

If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective and applicable to this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added, as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 4.5 Benefit and Binding Effect.

The releases, easements, covenants, conditions, restrictions and agreements herein contained shall survive the closing and the delivery of the deed and other closing documents and shall run with the land and shall bind and inure to the benefit of Norfolk and each Owner and their respective successors and assigns and shall be perpetual.

Section 4.6 Counterparts.

This Agreement may be executed in any number of counterparts and by each party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

KPIP:

KEMPER/PRIME INDUSTRIAL PARTNERS, an Illinois general partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its Managing Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: *Christina J. Smith*
Name: CHRISTINA J. SMITH
Title: SVP

ENTERPRISE CENTER VII, L.P., an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its General Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: *Christina J. Smith*
Name: CHRISTINA J. SMITH
Title: SVP

Property of Cook County Clerk's Office

ENTERPRISE CENTER VIII, L.P., an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its General Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: Christina J. Surr
Name: CHRISTINA J SURR
Title: SVP

ENTERPRISE CENTER IX, L.P., an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its General Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: Christina J. Surr
Name: CHRISTINA J SURR
Title: SVP

ENTERPRISE CENTER X, L.P., an Illinois limited partnership

By: Prime Group Realty, L.P., a Delaware limited partnership, its General Partner

By: Prime Group Realty Trust, a Maryland real estate investment trust, its Managing General Partner

By: Christina J. Surr
Name: CHRISTINA J SURR
Title: SVP

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NORFOLK

NORFOLK SOUTHERN RAILWAY COMPANY, a
Virginia corporation

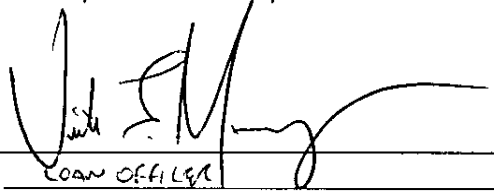
By: C.V. Baker
Name: C.V. BAKER
Title: REAL ESTATE MANAGER

Property of Cook County Clerk's Office

CONSENT OF MORTGAGEE

The undersigned, Bank One, Illinois, N.A., being the owner and holder of certain mortgages encumbering all of Lots 1 through 17 (the "Mortgages") hereby executes this Agreement to acknowledge its consent to the terms of the Agreement and to agree that the lien of the Mortgages will be subject to the terms of the Agreement.

Bank One, Illinois, N.A.

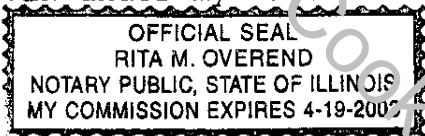
By: 
Its: Loan Officer

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RITA M. OVEREND, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Christopher J. Sultz, the SVP of Prime Group Realty Trust, a Maryland real estate investment trust, the Managing General Partner of Prime Group Realty, L.P., an Delaware limited partnership, Managing Partner of Kemper/Prime Industrial Partners, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this Nov 1, 1999.

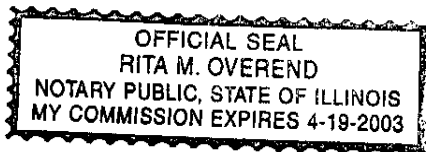


Rita M. Overend
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RITA M. OVEREND, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Christopher J. Sultz, the SVP of Prime Group Realty Trust, a Maryland real estate investment trust, the Managing General Partner of Prime Group Realty, L.P., a Delaware limited partnership, the General Partner of Enterprise Center VII, L.P., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnerships for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this Nov 1, 1999.

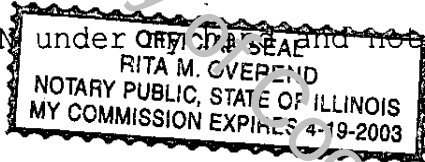


Rita M. Overend
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RITA M. OVEREND, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Christopher J. Sultz, the SVP of Prime Group Realty Trust, a Maryland real estate investment trust, the Managing General Partner of Prime Group Realty, L.P., a Delaware limited partnership, the General Partner of Enterprise Centers VIII, L.P. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~Christopher Sultz~~ SVP appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this Nov 1, 1999.



Rita M. Overend
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RITA M. OVEREND, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Christopher J. Sultz, the SVP of Prime Group Realty Trust, a Maryland real estate investment trust, the Managing General Partner of Prime Group Realty, L.P., a Delaware limited partnership, the General Partner of Enterprise Centers IX, L.P. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this Nov 1, 1999.



Rita M. Overend
Notary Public

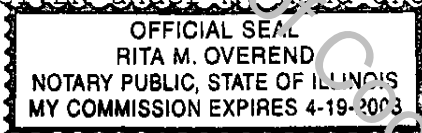
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RITA M. OVEREND, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Christopher J. Sultz, the SUP of Prime Group Realty Trust, a Maryland real estate investment trust, the Managing General Partner of Prime Group Realty, L.P., a Delaware limited partnership, the General Partner of Enterprise Center X, L.P. who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SUP appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this Nov 1, 1999.



Rita M. Overend
Notary Public

STATE OF GEORGIA)
)
COUNTY OF FULTON)

I, GINGER CARTER CORDLE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT C.V. BAICER, the REAL ESTATE MANAGER of Norfolk Southern Railway Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such REAL ESTATE MANAGER appeared before me this day 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 corporation and partnership for the uses and purposes therein set forth.

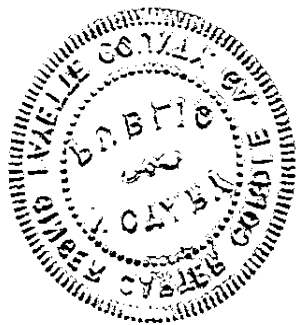
Given under my hand and notarial seal this 23rd day of AUGUST, 1999.

Ginger Carter Cordle
Notary Public
My Commission Expires:

Notary Public, Fayette County, Georgia
My Commission Expires July 22, 2002

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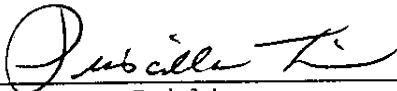
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00290464

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Priscilla Travis, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Victor E. Monroy, the Loan Officer of Bank One, Illinois, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Victor Monroy, appeared before me this day 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 bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of November, 1999.



Notary Public
My Commission Expires: 6/19/2001



EXHIBIT A

LEGAL DESCRIPTION OF THE COMPLEX

Lots 1 through 19 (inclusive) in Chicago Enterprise Center Subdivision to the City of Chicago, Cook County, Illinois, as shown in Plat recorded with the Recorder of Deeds of Cook County, Illinois on May 25, 1993 as Document No. 93-397195, as corrected by a Plat of Correction recorded with the Recorder of Deeds of Cook County, Illinois on March 25, 1997 as Document No. 97-206726, being a subdivision of part of the southeast 1/4 and the southwest 1/4 of Section 31, Township 37 North, Range 15, East of the Third Principal Meridian, lying west of the southwesterly line of the right-of-way of the New York, Chicago and St. Louis Railroad, in Cook County, Illinois.

The Lots are owned as follows:

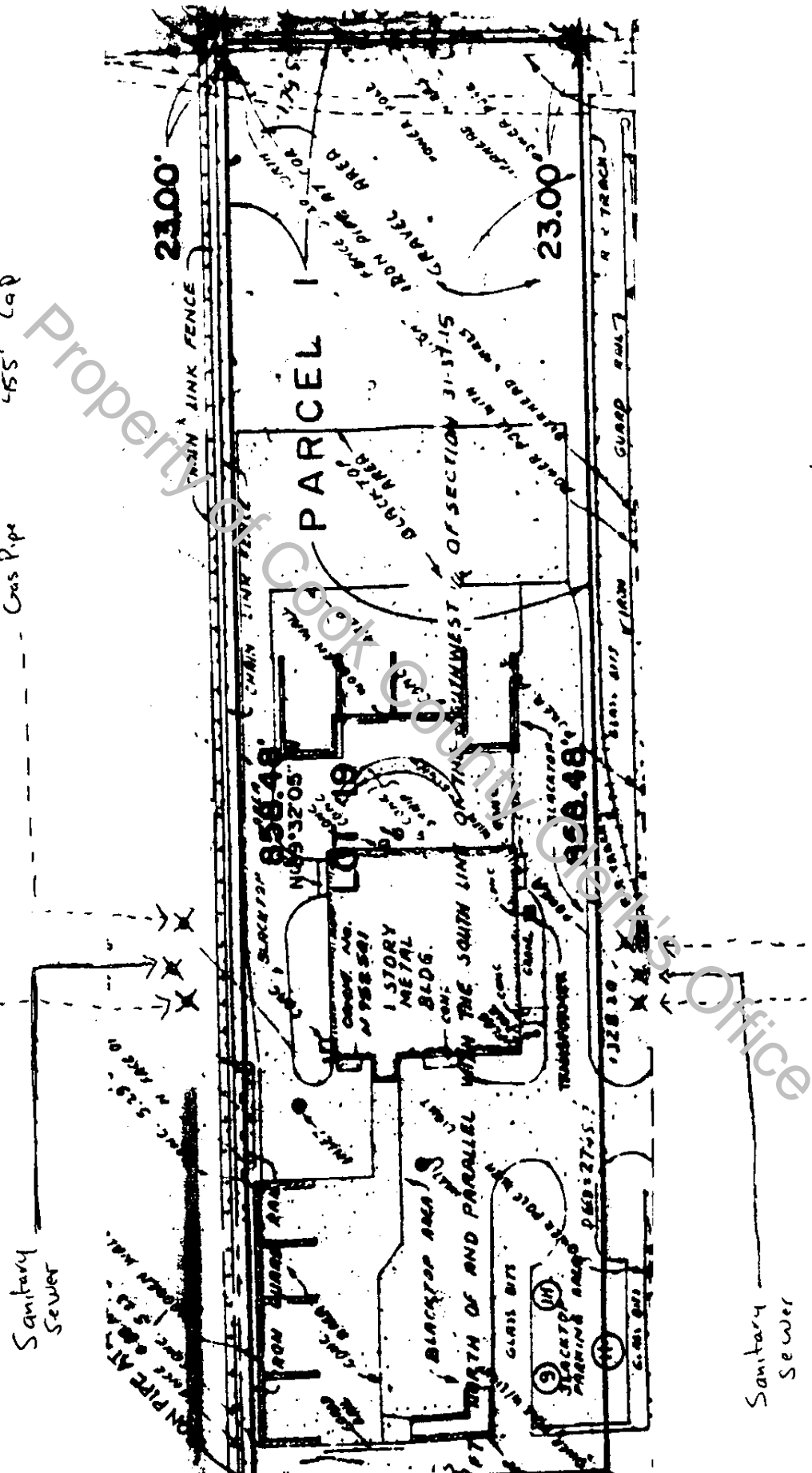
Lots 1, 3, 4, 5, and 17	KPIP
Lots, 18, 19	Norfolk
Lots 2 and 16	ECVII
Lots 7 through 11	ECVIII
Lots 13, 14 and 15	ECIX
Lots 6 and 12	ECX

Common Address: 13535 S. Torrence
Chicago, Illinois

PIN No's.:	26-31-303-009	Lot 1
	26-31-303-010	Lot 2
	26-31-303-011	Lot 3
	26-31-303-012	Lot 4
	26-31-303-013	Lot 5
	26-31-303-014	Lot 6
	26-31-303-015	Lot 7
	26-31-303-016	Lot 8
	26-31-303-017	Lot 9
	26-31-303-018	Lot 10
	26-31-303-019	Lot 11
	26-31-303-020	Lot 12
	26-31-303-021	Lot 13
	26-31-303-022	Lot 14
	26-31-303-023	Lot 15
	26-31-303-024	Lot 16
	26-31-303-025	Lot 17
	26-31-303-026	Lot 18
	<u>26-31-303-027</u>	Lot 19

EXHIBIT B

- Domestic Water 467' Cap
- Gas Pipe 455' Cap



- Gas Pipe 455' Cap
- Domestic Water 467' Cap