



Doc#: 0531834086 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2005 01:31 PM Pg: 1 of 6

Memorandum of Agreement

This Memorandum of Agreement (this "Memorandum") is the summary of a certain agreement dated the ~~10th~~ day of ~~November~~, 2005, by and between **BLOCK 37, L.L.C.**, an Delaware limited liability company, and **COMMONWEALTH EDISON COMPANY**, an Illinois corporation.

Notice is hereby given of an agreement dated the ~~10th~~ day of ~~November~~, 2005, by and between **BLOCK 37, L.L.C.**, ("Developer") and Commonwealth Edison Company ("ComEd") (Developer and ComEd are collectively referred to herein as the "Parties") (such agreement, the "Mills/ComEd Agreement") which provides for the grant of an easement by ComEd to Developer, the construction by Developer of certain underground improvements below certain portions of property owned by ComEd and Developer, ComEd's rights regarding review and approval of construction on the property, the Parties' release of interests in certain agreements, easements and property; and Developer's grant of an easement to ComEd.

BACKGROUND

1. Developer has been selected by the City of Chicago (the "City") as master developer of certain property commonly known as 108 North State Street, a legal description of which is attached hereto and incorporated herein as Exhibit A (the "Property"), which the City intends to sell to Developer, and on which Developer proposes to construct certain improvements including office, residential, hotel, transportation and public uses (the "Project").

2. ComEd currently owns and operates a three-story electric substation (the "Substation") on a parcel of land adjacent to and surrounded on three sides by the Property, a legal description of which is attached hereto and incorporated herein as Exhibit B (the "ComEd Property").

TERMS OF THE MILLS/COMED AGREEMENT

The terms of the Mills/ComEd Agreement include the following:

Property Address: A portion of 108 North State Street, Chicago, Illinois

PINS: 17-09-450-001; 002; 003; 006; 007; 008; 009; 010; 011; 012; 013; 016; 017 and 108; 17-09-451-003; 004; 005; 006; 007; 008; 009; 012; 017; 018 and 19

Box 333

96713
8225974 D2

6

UNOFFICIAL COPY

1. The Parties shall execute and record a mutual termination and release of a certain agreement to establish easements.
2. ComEd shall quit claim and release its interests (a) to acquire a certain portion of the Property from the City and (b) in and to a certain easement, the purpose of which was to assure uninterrupted access to and ventilation of the Substation.
3. Developer shall grant an at- and above-grade easement to ComEd (the "Access Easement"). The Access Easement will be located north of the Substation, will be approximately sixteen feet (16 ft.) wide, and shall be solely for the purpose of ingress and egress to the Substation.
4. ComEd shall grant a subsurface easement to Developer, located north of and below-grade of the ComEd Property (the "Subsurface Easement").
5. ComEd agrees and consents to the Developer's grant of a perpetual easement to the City of Chicago and the public to use the Subsurface Easement area for a public pedway (the "Pedway Easement"), so long as the terms of the Pedway Easement are otherwise consistent with the terms of the Subsurface Easement.
6. Prior to development of the Property and subject to certain conditions, Developer must obtain the review and approval of ComEd of certain construction documents. The Agreement also provides for the construction means and methods, which must be submitted to ComEd for review and approval.

This Memorandum is a summary only and does not provide the complete terms of the Mills/ComEd Agreement. Upon the Parties' satisfaction of their obligations under the Mills/ComEd Agreement, the Parties shall release this Memorandum as to all or a portion of the Property where such obligations have been fully performed, as applicable.

The Mills/ComEd Agreement affects real estate in the East part of the Southeast Quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Prepared by:
Atty. Mariah DiGrino
DLA Piper Rudnick Gray Cary US LLP
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601

After recording return to:
Atty. David L. Reifman
DLA Piper Rudnick Gray Cary US LLP
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601

SIGNATURE PAGE FOLLOWS

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

BLOCK 37, L.L.C., a Delaware limited liability company

By: **THE MILLS LIMITED PARTNERSHIP**, its Manager

By: **THE MILLS CORPORATION**, its General Partner

Steven Karabin EVP
(name/title)
Date: 11/11/05

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By: ART Licata
Name: Anthony R. Licata
Its: Attorney in Fact
Date: Nov. 12, 2005

Property of Cook County Clerk's Office

UNOFFICIAL COPY

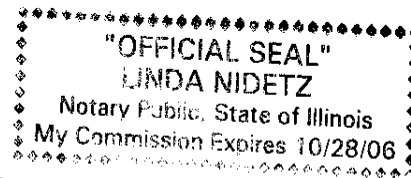
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Linda Nidetz, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steven J. Jacobsen, personally known to me to be the Executive Vice President of Block 37, L.L.C., a Delaware limited liability company, and 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 as such officer, he signed and delivered such instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of such company for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of November, 2005.

Linda Nidetz
Notary Public

My Commission Expires:10/28/06



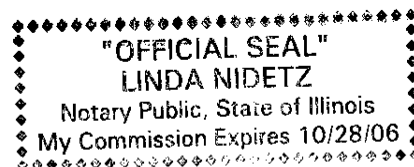
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Linda Nidetz, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Anthony Licata, personally known to me to be the attorney-in-fact of Commonwealth Edison Company, an Illinois corporation, and 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 as such attorney-in-fact, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of November, 2005.

Linda Nidetz
Notary Public

My Commission Expires: 10/28/06



UNOFFICIAL COPY

EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845 EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF OF THE VACATED WEST COURT PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO,

AND,

THAT PART OF LOT 5 IN SAID BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5 WHICH IS 55 FEET 10 INCHES SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING; THENCE EAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 54 FEET 6 INCHES SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 5. EXCEPTING FROM SAID PART OF LOT 5 THAT PART THEREOF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 5, WHICH IS 55 FEET 10 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST FOR A DISTANCE OF 54 FEET ALONG A STRAIGHT LINE, WHICH IF EXTENDED, WOULD INTERSECT THE EAST LINE OF SAID LOT 5 AT A POINT 54 FEET 6 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH, 4 FEET 8 INCHES; THENCE WEST, 54 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH, 4 FEET 8 INCHES TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING IN 119,558 SQUARE FEET (2.7447 ACRES) OF LAND, MORE OR LESS.

UNOFFICIAL COPY

EXHIBIT B **LEGAL DESCRIPTION OF THE COMED PROPERTY**

A TRACT OF LAND CONSISTING OF THAT PART OF THE SOUTH HALF OF VACATED WEST COURT PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO,

AND,

THAT PART OF LOT 5 IN SAID BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5 WHICH IS 55 FEET 10 INCHES SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 5, AND RUNNING; THENCE EAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 54 FEET 6 INCHES SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 5. EXCEPTING FROM SAID PART OF LOT 5 THAT PART THEREOF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 5, WHICH IS 55 FEET 10 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST FOR A DISTANCE OF 54 FEET ALONG A STRAIGHT LINE, WHICH IF EXTENDED, WOULD INTERSECT THE EAST LINE OF SAID LOT 5 AT A POINT 54 FEET 6 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH, 4 FEET 8 INCHES; THENCE WEST, 54 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH, 4 FEET 8 INCHES TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

CONTAINING IN 4,882 SQUARE FEET OF LAND, MORE OR LESS.

Cook County Clerk's Office