



This instrument was prepared by and after recording return to:

Mariah F. DiGrino  
DLA Piper Rudnick Gray Cary US LLP  
203 North LaSalle, Suite 1900  
Chicago, IL 60601

This space re

Doc#: 0531834090 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/14/2005 01:35 PM Pg: 1 of 10

**MUTUAL TERMINATION AND RELEASE OF AGREEMENT TO ESTABLISH EASEMENTS AND EASEMENT AGREEMENT**

THIS MUTUAL TERMINATION AND RELEASE OF AGREEMENT TO ESTABLISH EASEMENTS AND EASEMENT AGREEMENT (this "Release") is executed as of this 10<sup>th</sup> day of November, 2005 by and among COMMONWEALTH EDISON COMPANY, an Illinois corporation ("ComEd"), BLOCK 37, L.L.C., a Delaware limited liability company ("Developer"), BLOCK 37 OFFICE, L.L.C., a Delaware limited liability company ("Office Developer") and 108 NORTH STATE STREET II, L.L.C., a Delaware limited liability company ("CTA Developer") (Developer, Office Developer, and CTA Developer are collectively referred to herein as the "Developer Parties").

**RECITALS:**

WHEREAS, the Developer Parties own that certain property commonly known as 108 North State Street and legally described on Exhibit A attached hereto (the "Developer Parcel");

WHEREAS, ComEd owns that certain property located contiguous to the Developer Parcel on the north, east and south sides thereof and legally described on Exhibit B attached hereto (the "ComEd Parcel")

WHEREAS, the Developer Parcel and the ComEd Parcel are encumbered by that certain unrecorded Agreement to Establish Easements, dated as of December 28, 1989 (the "1989 Agreement");

WHEREAS, the Developer Parcel and the ComEd Parcel are also encumbered by that certain Easement Agreement, dated as of December 28, 1989 and recorded as Document No. 89621871 (the "Easement Agreement");

Box 333

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**WHEREAS**, the 1989 Agreement and the Easement Agreement granted certain rights to, and imposed certain obligations on, the use, improvement and operation of the Developer Parcel and the ComEd Parcel;

**WHEREAS**, the Developer Parties and ComEd are parties to that certain Agreement dated ~~November 10~~ <sup>10</sup>, 2005 (the "ComEd Agreement") which grants certain rights to, and imposes certain obligations on, ComEd and the Developer Parties with respect to the use, improvement and operation of the Developer Parcel and the ComEd Parcel;

**WHEREAS**, the ComEd Agreement provides for the release and termination of the 1989 Agreement and the Easement Agreement upon the terms and conditions set forth in the ComEd Agreement including, without limitation, ComEd's grant to Developer of a subsurface easement for the purposes set forth in such easement (the "Subsurface Easement"), and Developer's grant to ComEd of an access easement, for the purposes set forth in such easement (the "New Access Easement"), all as more particularly provided for in the ComEd Agreement;

**WHEREAS**, concurrently with the execution hereof, ComEd is granting to Developer the Subsurface Easement, and Developer is granting to ComEd the New Access Easement;

**NOW, THEREFORE**, the Developer Parties and ComEd, for and in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer Parties and ComEd hereby agree as follows:

1. **Recitals**. The foregoing Recitals are material to this Release and are incorporated herein as though set forth in their entirety in this Paragraph 1.
2. **Termination of Agreement**. The Developer Parties and ComEd, each for itself and for its predecessors, successors and assignees, agree that the 1989 Agreement and the Easement Agreement are hereby terminated and shall be null and void and of no further force or effect effective as of the date hereof. Nothing herein shall be construed as ComEd's quit claim or release of any right, title or interest in the New Access Easement, as granted pursuant to the ComEd Agreement or that portion of West Court Place to which ComEd acquired title pursuant to that certain vacation ordinance, dated December 12, 1989, and recorded in the Cook County Recorder's Office as document number 89621866.
3. **Authority**. The Developer Parties and ComEd each represent and warrant to the other that the individuals signing below on its behalf have the authority to execute and deliver this Release.

**[BALANCE OF THIS PAGE INTENTIONALLY BLANK]**

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IN WITNESS WHEREOF, the undersigned have executed this Mutual Termination and Release of Agreement to Establish Easements as of this 10th day of November, 2005.

**COMMONWEALTH EDISON COMPANY,**  
an Illinois corporation

By: *Fidel Marquez*

Name: FIDEL MARQUEZ

Its: VP SOU. APP.

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

By: The Mills Limited Partnership,  
its Manager

By: The Mills Corporation,  
its General Partner

By: \_\_\_\_\_

Its: \_\_\_\_\_

**108 NORTH STATE STREET II, L.L.C.,**  
a Delaware limited liability company

By: MillsServices Corp., its Manager

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: The Mills Limited Partnership,  
its Manager

By: The Mills Corporation,  
its General Partner

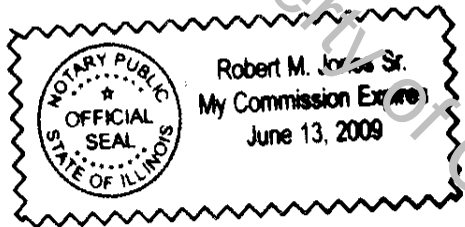
By: \_\_\_\_\_

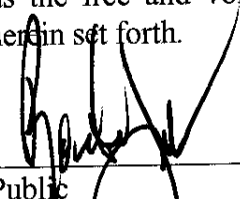
Its: \_\_\_\_\_

# UNOFFICIAL COPY

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF COOK                    )

On this 10TH day of NOV., 2005, FIDEL MARQUEZ, personally known to me to be the VP GEN. AFF. of Commonwealth Edison Company and personally know to me to be the same person whose name is subscribed to the foregoing Mutual Termination and Release of Agreement, appeared before me this day in person and acknowledged that as such VP GEN. AFF., s/he signed and delivered said Mutual Termination and Release of Agreement as his/her free and voluntary act and as the free and voluntary act and deed of Commonwealth Edison Company, for the purposes therein set forth.



  
\_\_\_\_\_  
Notary Public  
COOK County

My Commission Expires:

6-13-09

Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Mutual Termination and Release of Agreement to Establish Easements as of this 10<sup>th</sup> day of November, 2005.

**COMMONWEALTH EDISON COMPANY,**  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: The Mills Limited Partnership,  
its Manager

By: The Mills Corporation,  
its General Partner

By: [Signature]

Its: EVP

**108 NORTH STATE STREET II, L.L.C.,**  
a Delaware limited liability company

By: MillsServices Corp, its Manager

By: [Signature]

Its: EVP

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

By: The Mills Limited Partnership,  
its Manager

By: The Mills Corporation,  
its General Partner

By: [Signature]

Its: EVP

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 10<sup>th</sup> day of November, 2005, Steven J. Jacobsen, personally known to me to be the Executive V.P. of Block 37 Office, L.L.C. and personally know to me to be the same person whose name is subscribed to the foregoing Mutual Termination and Release of Agreement, appeared before me this day in person and acknowledged that as such officer, he signed and delivered said Mutual Termination and Release of Agreement as his ~~his~~ free and voluntary act and as the free and voluntary act and deed of Block 37 Office, L.L.C., for the purposes therein set forth.

Linda Nidetz  
Notary Public  
COOK County

My Commission Expires:



# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 10<sup>th</sup> day of November, 2005, Steven J. Jacobsen, personally known to me to be the Executive V.P. of Block 37, L.L.C. and personally know to me to be the same person whose name is subscribed to the foregoing Mutual Termination and Release of Agreement, appeared before me this day in person and acknowledged that as such officer, ~~she~~ he signed and delivered said Mutual Termination and Release of Agreement as his/~~her~~ free and voluntary act and as the free and voluntary act and deed of Block 37, L.L.C., for the purposes therein set forth.

Linda Nidetz  
Notary Public  
COOK County

My Commission Expires:

\*\*\*\*\*  
"OFFICIAL SEAL"  
LINDA NIDETZ  
Notary Public, State of Illinois  
My Commission Expires 10/28/06  
\*\*\*\*\*

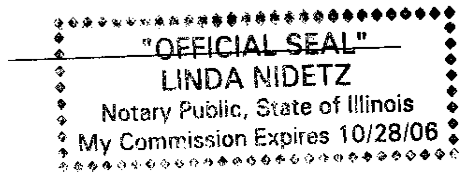
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 10<sup>th</sup> day of November, 2005, Steven J. Jacobsen, personally known to me to be the Executive V.P. of 108 North State Street II, L.L.C. and personally know to me to be the same person whose name is subscribed to the foregoing Mutual Termination and Release of Agreement, appeared before me this day in person and acknowledged that as such officer, ~~he~~ signed and delivered said Mutual Termination and Release of Agreement as his/~~her~~ free and voluntary act and as the free and voluntary act and deed of 108 North State Street II, L.L.C., for the purposes therein set forth.

Linda Nidetz  
Notary Public  
COOK County

My Commission Expires:



Property of Cook County Clerk's Office



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE DEVELOPMENT PARCEL

A TRACT OF LAND CONSISTING OF THE LOTS IN THE BLOCK AND PUBLIC AND PRIVATE 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 IN COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: BEGINNING AT THE CONVERGENCE OF THE NORTH LINE OF WASHINGTON STREET AND EAST LINE OF DEARBORN STREET; THENCE NORTH ALONG THE EAST LINE OF DEARBORN STREET TO THE SOUTH LINE OF RANDOLPH STREET; THENCE EAST ALONG SUCH SOUTH LINE TO THE WEST LINE OF STATE STREET; THENCE SOUTH ALONG SUCH WEST LINE TO THE NORTH LINE OF WASHINGTON STREET; THENCE WEST ALONG SUCH NORTH LINE TO THE PLACE OF BEGINNING EXCEPTING THEREFROM THE COMED PARCEL (AS DESCRIBED IN EXHIBIT B).

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## EXHIBIT B LEGAL DESCRIPTION OF THE COMED PARCEL

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 BLOCK 37 IN ORIGINAL TOWN OF CHICAGO, IN COOK COUNTY, ILLINOIS, 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, EXCEPTING FROM SAID PART OF LOT 5 THAT PART THEREOF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT, IN 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.

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