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ASSIGNMENT OF NON-EXCLUSIVE EASEMENT

THIS ASSIGNMENT OF NON-EXCLUSIVE EASEMENT (hereinafter referred to as the "Assignment"), is made and entered into as of the 19th day of April, 1986, by and between CHICAGO UNION STATION COMPANY, an Illinois corporation (hereinafter referred to as "CUSCO"), and CHICAGO TITLE AND TRUST COMPANY, not individually but solely as Trustee under Trust Agreement dated April 16, 1985, and known as Trust No. 1086781 (hereinafter referred to as "Trustee").

W I T N E S S E T H:

WHEREAS, under a certain easement agreement dated August 12, 1981 (hereinafter referred to as the "Easement"), a copy which is attached hereto and made a part hereof as Exhibit A, Consolidated Rail Corporation, a Pennsylvania corporation, and Richard B. Ogilvie, as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company (hereinafter collectively referred to as the "Grantors"), granted to CUSCO the right, privilege and easement to use a certain roadway over and across a certain strip of real estate located in Chicago, Cook County, Illinois, more fully described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Roadway Parcel"); and

WHEREAS, Trustee is the owner, in fee simple, of certain real property situated in Chicago, Cook County, Illinois, legally described on Exhibit C attached hereto and made a part hereof (hereinafter referred to as the "Riverside Parcel"), and is the owner of a leasehold interest in certain real estate owned, in fee simple, by CUSCO, located adjacent to the Riverside Parcel and legally described in Exhibit D attached hereto and made a part hereof (hereinafter referred to as the "CUSCO Parcel") (the Riverside Parcel and CUSCO Parcel are hereafter collectively referred to as the "Dominant Property"); and

WHEREAS, Trustee has requested and CUSCO is willing to assign, transfer, convey and grant to Trustee a non-exclusive, perpetual, right, privilege and easement over and across the Roadway Parcel for the purpose of ingress and egress to the Dominant Property;

NOW, THEREFORE, 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, and the reliance of Trustee thereon, the parties hereby agree as follows:

1. CUSCO hereby assigns, transfers and quitclaims, without warranty, for the benefit of Trustee and for the benefit of its beneficiaries and their respective licensees, invitees, agents, representatives, employees, contractors and subcontractors a non-exclusive, perpetual, right, privilege and easement over and across the Roadway Parcel, including, without limitation, the portion, if any, lying within Lake Street, Chicago, Illinois, for the purpose of ingress and egress to the Dominant Property.

2. The parties and their respective beneficiaries, employees, agents, licensees, invitees, representatives, employees, contractors and subcontractors, shall have the right to use and enjoy the Roadway Parcel in conjunction with each other; provided, however, CUSCO reserves the right to grant further assignments of non-exclusive easements to other parties, including, but not limited to, those parties designated in the Easement, to use and enjoy the Roadway Parcel in conjunction with the parties hereto; and provided, further, however, such use and enjoyment by any of the persons referred to above, including any other parties

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granted the right to use the Roadway Parcel by CUSCO pursuant to the first proviso in this Paragraph 2, shall not obstruct or unreasonably interfere with any other party's use and enjoyment of the Roadway Parcel.

3. All rights, benefits and privileges granted, created or reserved herein shall be deemed and taken to be covenants running with the land and shall extend to, be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. It is agreed that the assignment and grant of easement made hereunder does not include any rights with respect to the Leased Air, as such term is defined in that certain Lease and Option Agreement dated April 21, 1983, between CUSCO, Grantors and Harris Trust and Savings Bank as Trustee under Trust Agreement dated November 17, 1981, and known as Trust No. 41543, recorded with the Recorder of Deeds of Cook County, Illinois, as Document Numbers 26740823 and 26740824.

5. This Assignment of Non-Exclusive Easement and the rights of the parties shall be construed and enforced under the laws of the State of Illinois.

6. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Chicago Title and Trust Company, not personally but as Trustee aforesaid while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by said Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust property, and this instrument is executed and delivered by said Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall, at any time, be asserted or enforceable against under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties have executed this Assignment of Non-Exclusive Easement, as of the day and year first above written.

ATTEST: (SEAL)

By: [Signature]  
Name: G. L. DALRY  
Title: TRUST SECRETARY

CHICAGO UNION STATION COMPANY,  
an Illinois corporation

By: [Signature]  
Name: KURT WEIBSTHEIMER  
Title: Real Estate Agent

ATTEST: (SEAL)

By: [Signature]  
Name: [Signature]  
Title: ASST. SECRETARY

CHICAGO TITLE AND TRUST COMPANY,  
not personally but as Trustee as  
aforesaid

By: [Signature]  
Name: MARLENE P. MALLIN  
Title: ASST. VICE PRESIDENT

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Christina Dobby, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Kurt Weinheimer and S. L. Dobby ~~Real Estate Agent~~ President and ~~Asst.~~ Secretary, respectively, of Chicago Union Station Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of said Company for the uses and purposes therein set forth; and said instrument was signed and delivered as their 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 9th day of April, 1986.

Christina Dobby  
Notary Public

My Commission Expires: October 24, 1988

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, GABRIELLE CLASS, a Notary Public in and for said County and State, DO HEREBY CERTIFY that ASST. VICE President and LYNDA S. BARRIE Secretary, respectively, of Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of said Company, for the uses and purposes therein set forth; and said instrument was signed and delivered as their free and voluntary act, and as the free and voluntary act of said Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 24th day of April, 1986.

Gabrielle Class  
Notary Public

My Commission Expires: 8.27.88

This instrument was prepared by and after recording should be mailed to:

Barbara J. Davis, Esq.  
COFFIELD UNGARETTI HARRIS & SLAVIN  
3500 Three First National Plaza  
Chicago, Illinois 60602  
(312) 977-4400

BOX 333 - HV

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K.N.O.W. W.H.M. B.Y. T.H.E.S.E. P.R.E.S.E.N.T.S.

THAT CONSOLIDATED RAIL CORPORATION, a Corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19184, and RICHARD B. COILVIZ, Trustee of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, with an office in Union Station, Chicago, Illinois, 60606, hereinafter jointly and severally referred to as "Grantors" for and in consideration of the sum of ONE DOLLAR (\$1.00) grants, insofar as its title permits it so to do, unto CHICAGO TRINCH STATION COMPANY, a corporation of the State of Illinois, with an office at 210 South Canal Street, Chicago, Illinois, 60606, hereinafter referred to as the "Grantee", the right, liberty and privilege of constructing, establishing and maintaining a roadway on, over and across

ALL THAT CERTAIN strip or parcel of land, situate in the City of Chicago, County of Cook and State of Illinois, and being located easterly of Canal Street between the southerly line of Lake Street and the easterly line of Canal Street at a point approximately one hundred (100) feet south of the south line of vacated Carroll Avenue, as line northeasterly of a line parallel to and eight (8) feet northerly and radially distant from the centerline of Grantors' jointly owned track, as shown marked -- ET -- on Plan 1856 (Consolidated Rail Corporation's Case Plan No. 8871), which plan is attached hereto as Exhibit "A"; and provided further, that with respect to the portion of the above strip or parcel which may lay within Lake Street, the grant herein is made only to the extent of Grantors' right, title and interest therein, if any.

AS further consideration for the easement herein granted and by the acceptance of this instrument, the Grantee herein hereby covenants and agrees with the Grantor herein that:

(a) Grantee may assign, transfer and grant the right to use said strip or parcel of land for roadway purposes to the City of Chicago and to the Metropolitan Sanitary District of Chicago, for the purpose of enabling the City of Chicago and to the Metropolitan Sanitary District of Chicago to obtain ingress to and egress from West Water Street between Lake Street and Washington Street and to property of the City of within Randolph and Washington Streets and property of the Metropolitan Sanitary District of Chicago along the Chicago River between said streets;

(b) Grantors may remove those portions of their two easterly yard tracks and a portion of their westerly yard tracks within the area marked -- ET -- and cross-hatched on said Plan No. 1856 and Grantee agrees to reimburse Grantors for all costs and expenses incurred in performing such work;

(c) It is further agreed that Grantors shall have no responsibility for the maintenance, repair or renewal of the roadway and Grantors shall not assume or bear liability or

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\*Note: Said Exhibit A is attached as Exhibit E to this Assignment of Non-Exclusive Easement

EXHIBIT A

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responsibility for any loss or damage to property or for injury to or death of any person occurring on said premises as a result of or growing out of the use or exercise of the rights granted herein, regardless of cause and whether due to the negligence of Grantors, their agents or employees, or otherwise;

(d) if at any time the right herein granted or any part or parts thereof shall cease to be used for the purposes for which granted, the same shall terminate upon proper action of the Grantee herein, as now or hereafter provided by law.

TO HAVE AND TO HOLD the easement herein granted unto the said Grantee, its successors and assigns, for the uses and purposes aforesaid.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties

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IN WITNESS WHEREOF, said Grantors have caused this

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SEAL AND DELIVERED  
in the presence of us

CONSOLIDATED RAIL CORPORATION  
By

August 2, 1901 6 1 3 3 4 5 8 7

Lawrence A. Huff, Assistant  
Vice President-Real Estate

*Lawrence A. Huff*

ATTEST:  
*Judith Coleridge* JUDITH COLERIDGE  
Assistant Secretary

*Francis C. Flynn*

Trustee of the property of  
Chicago, Milwaukee, St. Paul and  
Pacific Railroad Company, Debtor

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA )

I, Francis C. Flynn

, a Notary Public in and for said

Commonwealth and County, do hereby certify that Lawrence A. Huff,  
personally known to me to be the Assistant Vice President-Real  
Estate of CONSOLIDATED RAIL CORPORATION, and JUDITH COLERIDGE  
personally known to me to be the Assistant Secretary of said  
Corporation, and personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument, appeared  
before me this day in person and severally acknowledged that as  
such Assistant Vice President-Real Estate and Assistant  
Secretary, they signed and delivered the said instrument as  
Assistant Vice President-Real Estate and Assistant Secretary of  
said Corporation and caused the corporate seal of said Corporation  
to be affixed thereto pursuant to authority given by the  
Board of Directors of said Corporation, as their free and  
voluntary act, and as the free and voluntary act and deed of said  
Corporation, for the uses and purposes therein set forth.

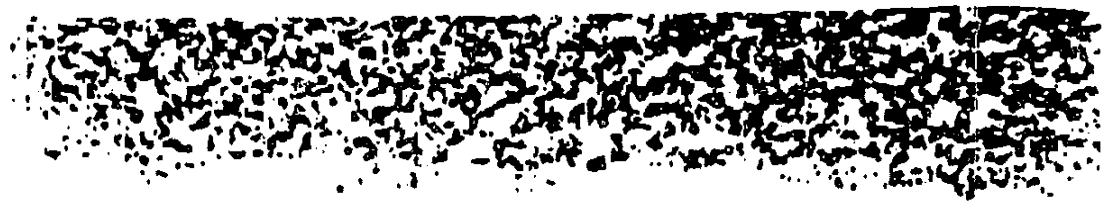
GIVEN under my hand and notarial seal, this 2<sup>nd</sup> day  
of August A. D. 1901.

*Francis C. Flynn*  
Notary Public

FRANCIS C. FLYNN  
Notary Public, Philadelphia, Pennsylvania Co.  
My Commission Expires Aug 2, 1903

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK     )

I, E. G. Tuckson, Jr., a Notary Public in and for said State and County, do hereby certify that Richard B. Ogilvie, personally known to me to be the Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, 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 severally acknowledged that as said Trustee he signed and delivered the said instrument as said Trustee and who in due form of law acknowledged the above instrument to be his free and voluntary act and deed as such Trustee, and desired that the same might be recorded as such.

GIVEN under my hand and notarial seal, this 16th day of November A.D. 1981.

  
Notary Public  
E. G. TUCKSON, JR.  
Notary Public - Cook County  
My Commission Expires Aug 23, 1984

**THIS INSTRUMENT PREPARED BY:**

Francis C. Flynn  
Consolidated Rail Corporation  
Ninth Floor, 1528 Walnut Street  
Philadelphia, Pennsylvania 19102  
fjd/pag

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## EXHIBIT B ROADWAY PARCEL LEGAL DESCRIPTION

All that certain strip or parcel of land, situated in the City of Chicago, County of Cook and the State of Illinois, and being located Easterly of Canal Street between the Southerly line of Lake Street and Easterly line of Canal Street at a point approximately one hundred (100) feet South of the South line of varated Carroll Avenue, as lies Northeasterly of a line parallel to and eight (8) feet Northerly and radially distant from the centerline of the tract jointly owned by Consolidated Rail Corporation and The Chicago, Milwaukee, St. Paul, and Pacific Railroad Company as shown marked ----ET---- on plan 1356 (Consolidated Rail Corporation's case plan number 65271) (a copy of said plan is attached hereto as Exhibit E.) all in the East 1/2 of the Southwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Address: Canal Street between Fulton and Lake

Tax I.D. No. 17-09-306-007

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## EXHIBIT C RIVERSIDE PARCEL LEGAL DESCRIPTION

All of West Water Street lying South of the South line of Randolph Street, lying North of the North line of Washington Street, lying West of and adjoining Wharfing Lots 1 to 5, both inclusive, in Block "O" in original Town of Chicago in the South part of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, and lying East of a direct line drawn from a point on the South line of Lot 9 in Block 44 in original Town of Chicago, 41.87 feet East of the South West corner of said Lot 9, to a point on the North line of Lot 1 in said Block 44, 85.70 feet East of the North West corner of said Lot 1, as shown and located on the plat recorded August 18, 1855, as Document Number 62008 in Cook County, Illinois.

Common Location: Vacated W. Water Street between Washington and Randolph

Tax No.: East and adjoining 17-09-334-002

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EXHIBIT D  
CUSCO PARCEL  
LEGAL DESCRIPTION

That part of Lots 1, 4, 5, 8 and 9 lying West of a direct line drawn from the point of intersection of the West line of West Water Street and the South line of said Lot 9, being a point on the South line of Lot 9 approximately 41.87 feet East of the South West corner of Lot 9, to the point of intersection of the West line of West Water Street and the North line of Lot 1, being approximately 85.70 feet East of the North West corner of Lot 1 in Block 44 in original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, according to the map of the Town of Chicago by James Thompson dated August 4, 1830, and filed for record May 29, 1837 and recorded July 6, 1837 in Book H of Maps, Page 298 as Document 5060 in Cook County, Illinois.

Common Location: Property bordered to the north by Randolph Street; to the south by Washington Street; to the east by Vacated W. Water Street and to the west by a public alley.

Tax No.: 17-09-334-002

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