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AMENDED AND RESTATED EASEMENT AGREEMENT

THIS AMENDED AND RESTATED EASEMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into as of the 8th day of April, 1986, by and between CHICAGO TITLE AND TRUST COMPANY, not personally but solely as Trustee under Trust Agreement dated April 16, 1985, and known as Trust No. 1086781 (hereinafter referred to as the "Trustee"), and CHICAGO UNION STATION COMPANY, an Illinois corporation (hereinafter referred to as "CUSCO").

W I T N E S S E T H:

WHEREAS, CUSCO and Trustee have previously entered into a certain Easement Agreement dated April 8, 1986 (hereinafter referred to as the "Original Easement Agreement"), which was recorded with the Recorder of Deeds of Cook County, Illinois, on April 10, 1986, as Document No. 86138456; and

WHEREAS, CUSCO and Trustee desire to amend and restate the Original Easement Agreement as is more specifically hereinafter provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustee and CUSCO hereby agree to amend and restate the Original Easement Agreement as follows:

WHEREAS, Trustee, as lessee, has entered into a certain Lease dated April 8, 1986, as amended by that certain letter amendment dated April 8, 1986, a memorandum of which Lease was recorded with the Recorder of Deeds of Cook County, Illinois, on April 10, 1986, as Document No. 86138455, as further amended and restated by that certain Amended and Restated Lease dated as of April 8, 1986 (said Lease, as amended, is hereinafter referred to as the "Lease") with CUSCO, as lessor, for the premises situated in Chicago, Cook County, Illinois, legally described on Exhibit "A" attached hereto and made a part of hereof (hereinafter referred to as the "CUSCO Site"); and

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WHEREAS, it is understood and agreed that Trustee intends to construct, or cause to be constructed, a building, parking garage and other improvements on the CUSCO Site and the Riverside Site (as hereinafter defined), as more particularly hereinafter provided; and

WHEREAS, CUSCO desires to use the surface and subsurface of the CUSCO Site and the air-rights associated therewith, which air-rights shall be below a horizontal plane, the elevation of which is seventeen (17) feet above the top of the highest existing rail located on the CUSCO Site or Riverside Site, whichever is higher (hereinafter referred to as the "Easement Space") for the purpose of using, operating and maintaining the railroad facilities of CUSCO situated therein (hereinafter referred to as the "Railroad Facilities"); and

WHEREAS, CUSCO further requires that certain restrictions govern the construction of the building, garage and other improvements on the CUSCO Site and the use and occupancy thereof so as to minimize the interference with the railroad operations within the Easement Space; and

WHEREAS, from time to time National Railroad Passenger Corporation (hereinafter referred to as "Amtrak") and certain other parties with operating agreements with CUSCO will be using the Railroad Facilities (hereafter collectively referred to as "Approved Parties"); and

WHEREAS, Trustee is willing to grant to CUSCO and the Approved Parties the perpetual right, privilege and easement to use the Easement Space and is willing to subject itself to certain restrictions regarding the construction on the CUSCO Site and the use and occupancy thereof, but only upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Project. Trustee intends to construct, or cause to be constructed, an office building containing not less than seven hundred fifty thousand (750,000) rentable square feet (said building, excluding the Garage, as defined below, is hereinafter referred to as the "Building") on the CUSCO Site and that certain adjoining site acquired by Trustee from Riverside Park, Ltd., and legally described on Exhibit "B" attached hereto and made a part hereof (herein referred to as the "Riverside Site") (the CUSCO Site and Riverside Site are hereinafter sometimes collectively referred to as the "Property"). Trustee shall have the right, at its option (but is under no obligation to do so) to construct, or cause to be constructed, an above ground four (4) level parking garage containing approximately five hundred (500) parking spaces, which garage is to be a component of the Building, and if Trustee elects to construct the same, it must be constructed in conjunction with the construction of the core and shell of the Building (hereinafter referred to as the "Garage") (the Property, the Building, the Garage and any other improvements constructed on the Property are hereinafter sometimes collectively referred to as the "Project"). The Project shall consist of a high quality office building (the foregoing standard is meant to pertain to the nature of the Project as a whole and not to its individual component parts) to be used only for office rental and associated retail purposes, and a parking garage. For purposes of this Agreement, wherever reference is made to the construction period or construction of the Project, it shall mean both the period of construction of the Building and Garage.

2. Grant of Easement. Trustee hereby grants and conveys to CUSCO and the Approved Parties the exclusive perpetual right, privilege and easement to use the Easement Space for the construction, maintenance, use, repair, alteration, change or renewal of the Railroad Facilities and for all other uses and purposes related thereto, subject to the terms and conditions hereinafter set forth and contained in the Lease.

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3. Relocation of Railroad Facilities. Trustee shall have the right, from time to time, to relocate Railroad Facilities (but excluding tracks) and appurtenances thereto situated within the Easement Space (whether above or below ground), provided that the relocation of Railroad Facilities and appurtenances thereto shall be at the sole cost and expense of Trustee and shall not obligate CUSCO to incur any additional operating expenses in connection therewith, and shall be done in accordance with plans and specifications of a nature referred to in Paragraph 4 hereof. CUSCO and its Chief Engineer will cooperate with Trustee in authorizing such alterations, revisions or relocation, either temporary or permanent, of Railroad Facilities, including but not limited to signals, signal trunk lines, electric transmission lines and air lines, but excluding trackage. Such work shall be performed entirely at the expense of Trustee. Trustee's expense shall at all times be deemed to be CUSCO's actual out-of-pocket costs related to relocation of such facilities.

4. Plans and Specifications and Obligations of Trustee Preliminary to Construction. That portion of the Project within the Easement Space shall be constructed in accordance with plans and specifications approved by the Chief Engineer of CUSCO, except plus or minus nine (9) inches as to the as-built location of caissons but in all cases within ICC approved clearances, which approval shall not be unreasonably withheld or delayed and shall be limited solely to a determination as to whether the construction of the Project and the Project as completed within the Easement Space will interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference (as such term is defined in Exhibit "C" attached hereto and made a part hereof). For this purpose, five (5) sets of plans and specifications shall be furnished to the Chief Engineer. Trustee shall have no right to commence the construction of the Project upon the Easement Space until the plans and

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specifications for work in the Easement Space have been so approved by the Chief Engineer of CUSCO.

5. Changes After Construction Has Commenced. After construction of the Project has begun, Trustee shall have the right, subject to the terms of Paragraph 8 hereof, at any time, or from time to time, to make changes in, or additions to, plans, drawings and specifications for work in the Easement Space; provided, however, if any such changes are material and are within the Easement Space, Trustee shall furnish five (5) sets of the plans and specifications for such work to the Chief Engineer of CUSCO with a written request for his approval, which approval shall not be unreasonably withheld or delayed and shall be limited solely to a determination as to whether such changes will interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference.

6. Approval by Chief Engineer of CUSCO. In the event any consent or approval is required from CUSCO or its Chief Engineer pursuant to this Agreement prior to or after construction of the Project, and such approval is not given or denied within fifteen (15) days of receipt of such request, Trustee shall submit an additional request for approval. If such second request is not acted upon by the Chief Engineer within thirty (30) days thereafter, such request shall be deemed approved. In the event any consent or approval is required from CUSCO or its Chief Engineer pursuant to this Agreement during the period of construction of the Project, and such consent or approval has not been given or denied within ten (10) days after request therefor is submitted, then in such event said consent or approval, as the case may be, shall be deemed to have been given. Notwithstanding the foregoing, with respect to the design of the air ventilation system for the Project, if such approval by the Chief Engineer has not been given or denied within ninety (90) days of receipt of such request, then in such event said approval shall be deemed to have

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been given. Trustee will deliver preliminary plans for the air ventilation system to the Chief Engineer of CUSCO for its review and comments and CUSCO agrees its Chief Engineer will endeavor, as soon as reasonably practicable upon its receipt of the same, to review and suggest modifications, if any, to said preliminary plans. CUSCO agrees, notwithstanding the foregoing ninety (90) day period for review of the final plans for the air ventilation system, its Chief Engineer will endeavor, as soon as reasonably practicable upon its receipt of the same, to review said plans and either approve or indicate suggested modifications.

7. Inspection During Construction. During construction of the Project within the Easement Space, CUSCO and any architect, engineer or other representative as CUSCO may select to act for it, may inspect (but shall have no duty or obligation to inspect), at its sole cost and expense, the work being performed upon the Easement Space for the sole purpose of determining whether any such work is proceeding in accordance with this Agreement. Such inspections shall be done in such a manner so as not to interfere with construction of the Project. If during construction of the Project, CUSCO, its architect, engineer or other representative shall determine that such work is not proceeding in accordance with this Agreement, prompt notice thereof may be given by CUSCO to Trustee specifying the nature of the default and to the extent such notice is not written, CUSCO will promptly follow up with written confirmation of the same. Upon the receipt of any such notice, Trustee shall promptly take such steps as may be necessary to correct such default.

8. Construction of Foundations and Supports. Trustee shall, for the purpose of the proposed Project, have the right to construct, use, maintain, repair, replace or renew from time to time in the Easement Space the following sub-components of the Building and Garage: (i) underground utility and drainage lines and related underground systems and facilities which shall in no event be located under tracks or within eight (8) feet of the

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centerline of the tracks and the downspouts from any drainage systems must be located along the caissons or as otherwise approved by the Chief Engineer of CUSCO; (ii) caissons located within the Easement Space as shown on the composite plan attached hereto and made a part hereof as Exhibit "D"; (iii) freight elevator pit extending into the Easement Space as shown on said Exhibit "D"; and/or (iv) underground grade beams connecting caissons which shall in no event be located under tracks or within eight (8) feet of the centerline of the tracks (hereinafter sometimes collectively referred to as the "Original Project Sub-components"). In the event of any rebuilding, restoration or replacement of the Project in accordance with Paragraph 13 hereof, Trustee shall have the right to construct, use, maintain, repair, replace or renew from time to time in the Easement Space either the Original Project Sub-components or the following sub-components of the Building and Garage: (a) underground utility and drainage lines and related underground systems and facilities which shall in no event be located under tracks or within eight (8) feet of the centerline of the tracks and the downspouts from any drainage systems must be located along the caissons or as otherwise approved by the Chief Engineer of CUSCO; (b) caissons located within Zone One and Zone Two as shown within the Easement Space on Exhibit "E" attached hereto and made a part hereof; (c) building core located within Zone One as shown within the Easement Space on said Exhibit "E"; (d) underground grade beams connecting caissons which shall in no event be located under tracks or within eight (8) feet of the centerline of the tracks; and/or (e) freight elevator pit extending into the Easement Space as shown on said Exhibit "D" (hereinafter sometimes referred to as the "Alternative Project Sub-components") (the Original Project Sub-components or the Alternative Project Sub-components, whichever is applicable, is hereinafter sometimes collectively referred to as the "Project Sub-components"); provided, however, if Trustee elects to construct, use, maintain,

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repair, replace or renew from time to time in the Easement Space the Alternative Project Sub-components, Trustee shall be required to relocate any and all Railroad Facilities and appurtenances thereto interfering with the location of said Alternative Project Sub-components, or any portion thereof, but any such relocations shall be subject to the terms and conditions of Paragraph 3 hereof. Notwithstanding the terms of Paragraph 4 hereof, CUSCO and its Chief Engineer hereby approve the location of the caissons and freight elevator pit within the Easement Space as shown on said Exhibit "D" and the location of Zone One and Zone Two, the caissons and the building core within Zone One and the caissons within Zone Two, all as depicted on said Exhibit "E". It is acknowledged and agreed that the building core on the Easement Space, to the extent applicable, cannot be more than three hundred fifty (350) square feet in area. Trustee shall have the right, at any time, or from time to time, to modify said Exhibit "E" to reflect a different location of any of the caissons within Zone One or Zone Two or the building core within Zone One; provided, however, if such changes are material, Trustee shall, prior to the exercise of such right and as a condition thereto, furnish five (5) sets of the plans and specifications for such changes to the Chief Engineer of CUSCO with a written request for his approval. With respect to a material change to the location of any of the caissons within Zone One or Zone Two, said approval by the Chief Engineer of CUSCO shall not be unreasonably withheld or delayed and shall be limited solely to a determination as to whether the location of the caissons interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference. With respect to a material change to the location of the building core within Zone One, said approval shall not be unreasonably withheld or delayed. Trustee shall also have the right to locate or relocate the items set forth in Subparagraphs (i) and (iv) and/or in Subparagraphs (a)

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and (d) above within eight (8) feet of the centerline of the tracks, subject to the prior written approval of CUSCO, which approval shall not be unreasonably withheld or delayed. The location of the Project Sub-components is subject to adjustment to reflect the as-built location thereof; provided, however, this shall not be deemed to authorize any substantial variation from the plan set forth on said Exhibit "D" or Exhibit "E" or such other plan as may from time to time be approved in accordance with the terms hereof. Trustee shall not be required at any time or from time to time to relocate such Project Sub-components, except as provided in Paragraphs 7 and 12 hereof.

9. Maintenance of Foundations and Supports. Trustee, at its expense, shall maintain, repair and renew, keeping in good substantial order and condition in a manner reasonably satisfactory and safe to CUSCO, the Project Sub-components to be erected as aforesaid by Trustee in the Easement Space so as not to interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference.

10. Use of Foundations and Supports by CUSCO; Indemnity. CUSCO shall have the right, without charge, but at the expense of CUSCO, from time to time to construct and attach to Project Sub-components, the underside of the first (1st) floor of the Building, the Garage and/or the underside of the plaza of the Building and/or Garage, if applicable, but only to the extent located on the CUSCO Site, and to keep, use, maintain, repair and renew ducts, pipes, conduits, overhead wires, or rails, signals, apparatus, devices and facilities which are necessary or useful in the operation of railroads in the Easement Space; subject, however, in each and every instance to the prior written approval of Trustee, which approval shall not be unreasonably withheld. As between CUSCO and Trustee, CUSCO shall be responsible for the safe and proper maintenance and preservations of the items so attached, and the use thereof by CUSCO shall be such as not to

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impair or weaken any structure of Trustee, or any part thereof, or to cause any greater stress, load or burden thereof than that for which originally designed and provided CUSCO shall be responsible, as between CUSCO and Trustee, for all loss, damage or injury (including loss of rentals) sustained to any part of the Project Sub-components due to the use thereof by CUSCO, and shall indemnify and save harmless Trustee and its beneficiary against such loss, damage or injury. In performing any work permitted hereunder, CUSCO shall not materially interfere with the operations of the Building or Garage and shall not cause or permit any mechanics' or other liens to be filed against the Project or the CUSCO Site. If any such liens shall be filed, CUSCO shall procure and deliver to the Trustee a full and complete cancellation and discharge thereof within ninety (90) days after such lien is filed.

If CUSCO shall fail to procure and deliver to Trustee such full and complete cancellation and discharge within thirty (30) days after written notice from Trustee stating CUSCO's failure to do so within the time frame permitted hereunder, Trustee may, but shall not be required to, discharge or remove the same by deposit or payment, and the amount so deposited or paid with the costs incident thereof shall be payable by CUSCO immediately when the same shall have been deposited or paid by Trustee and shall bear interest at the Default Rate (as herein-after defined) from the date of such deposit or payment of any lien by Trustee unless CUSCO is in good faith contesting the same and has furnished a cash deposit or a corporate surety bond or other security satisfactory to Trustee in an amount sufficient to pay such lien with interest and penalties.

11. Changes of Trustee in Railroad Facilities. Should Trustee require any changes, temporary or permanent, in, or the performance of other work in respect of, the Railroad Facilities within the Easement Space (including, without limitation, lighting, air conditioning, heating or ventilating of the Easement

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Space) after construction or completion of the Project, Trustee shall and will reimburse CUSCO for all reasonable cost occasioned thereby. Upon Trustee's request, CUSCO shall cause such changes to be made as soon as reasonably possible, provided, however, CUSCO shall not be required to make or to cause to be made any changes which shall interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except Permitted Temporary Interference. Trustee shall have the right, however, at its own cost and expense, to make such changes as contemplated under this Paragraph 11, provided, however, the written approval of the Chief Engineer shall first be obtained, which approval shall not be unreasonably withheld or delayed and, provided, further, however, any work performed by Trustee shall not violate CUSCO's labor agreements and/or practices and, to the extent required by CUSCO's labor agreements, shall be performed by CUSCO. The parties acknowledge that Trustee's right to locate or relocate the Project Sub-components within the Easement Space is governed by the terms of Paragraphs 5 and 8 hereof.

12. Changes of CUSCO in CUSCO's Easement Space. CUSCO shall have the right, without charge, but at the expense of CUSCO, including direct and indirect costs related thereto, from time to time after completion of the Project to make changes to any of the Project Sub-components located within the Easement Space or in the location thereof; provided, however, that in each and every instance CUSCO shall submit five (5) sets of the plans and specifications of such work to Trustee for its approval, which approval shall not be unreasonably withheld or delayed. During the performance of such work, CUSCO shall have the right, at such time and in such manner as approved by Trustee, to enter upon the Easement Space causing as little inconvenience as possible to the occupants, repairing all injury done to the Project, and performing all such work in accordance with the rules and regulations of the Building Department of the City of Chicago or rules and regu-

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lations of other similar governing municipal, state and/or federal bodies and reimbursing Trustee for all loss to Trustee or its tenants affected during the progress of such work. Prior to commencing any such work, CUSCO shall deliver evidence of liability, property and such other insurance as Trustee may reasonably require during such work, with companies and in amounts and in all respects reasonably satisfactory to Trustee naming Trustee as an insured thereunder. CUSCO shall be responsible for all loss, damage or injury (including loss of rentals) sustained by Trustee, its beneficiaries or its tenants due to the performance of such work and shall indemnify and save harmless Trustee and its beneficiaries and tenants against any loss, damage or injury incurred as a result thereof. In performing any such work CUSCO shall not cause or permit any mechanics' or other liens to be filed against the Project or the CUSCO Site, subject, however, to the provisions of Paragraph 10 hereof regarding mechanic lien claims.

13. Alteration of Building and Appurtenances. If after construction of the Project, Trustee desires to change, alter or improve the Project including, without limitation, the Project Sub-components, to make any repairs or renewals, or to demolish any existing Building, Garage and/or any of the Project Sub-components and construct a new building or buildings or garage or garages, etc., Trustee shall not be required to obtain the approval of the Chief Engineer of CUSCO; provided however, that if any such changes, alterations, improvements, repairs or renewals are material and are located within the Easement Space, Trustee shall furnish five (5) sets of the plans and specifications for such work to the Chief Engineer for his approval in accordance with the same procedure set forth in Paragraph 5 hereof. In the event the Building and/or Garage is destroyed by casualty, the Chief Engineer in reviewing such plans and specifications also shall have the right to withhold its consent if the rentable square feet of the restored building is less than the rentable square

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feet of the Building prior to the event or is not a high quality office building, as such term is referred to in Paragraph 1 hereof or if the restored garage does not contain approximately five hundred (500) parking spaces. In the event Trustee desires to demolish the Building and/or Garage and construct a new building and/or garage (if Trustee so elects), the Chief Engineer, in reviewing such plans and specifications, shall have the right to withhold its consent if the conditions set forth in the immediately preceding sentence are not satisfied; provided, however, Trustee shall not be obligated to build the new garage; and provided, further however, Trustee shall have the right (but is under no obligation to do so) to build a new garage containing eighty-five (85) or less parking spaces.

14. Waterproofing and Drainage. In constructing the Project, Trustee shall provide a drainage system and shall waterproof the Project in accordance with customary construction practices for a project of this nature so as not to interfere with the operation of Railroad Facilities or the railroad tracks or cause any increased cost to CUSCO for maintenance and cost of the Railroad Facilities within the Easement space. Trustee agrees not to dump waste or foreign materials into the drainage system of CUSCO. Trustee agrees that in the event of any leakage from the Project on to the Property, Trustee shall, at its sole cost and expense, take those steps necessary to remedy such leakage and agrees to consult and work with the Chief Engineer of CUSCO in this regard.

15. Access to Easement Area. Trustee shall have the right, at all times, whether before, during or after construction of the Project, to enter, by itself, its surveyors, contractors, subcontractors, architects, employees, licensees, agents or representatives, into the Easement Space for any purpose whatsoever; provided, however, that such entries shall not interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference.

16. Responsibility for Work. CUSCO by approving any plans, drawings or specifications or contracts for, or any manner or method of performing the work, or materials used by Trustee, its employees, agents, servants, licensees, contractors or subcontractors, does not assume any responsibility or liability in respect to safety, adequacy, cost, sufficiency or otherwise, and such responsibility and liability shall be and remain with Trustee. The responsibility for obtaining all requisite approvals of public authorities remain with the Trustee for the improvements of Trustee on the Easement Space and any such construction contemplated herein by Trustee; provided, however, that CUSCO shall cooperate with Trustee to obtain such approvals.

17. Liens. If any lien shall be filed against the Easement Space, CUSCO or Trustee, as the case may be, whose act or deed is the basis for the assertion of any such lien, shall procure and deliver to the other a full and complete cancellation and discharge thereof within ninety (90) days after such lien is filed. CUSCO and Trustee each agree to cooperate with the other in connection therewith without incurring any expense therefor. If either CUSCO or Trustee shall fail to procure and deliver to the other such full and complete cancellation and discharge within thirty (30) days after written notice stating the other party's failure to do so within the time frame permitted hereunder, the other may, but shall not be required to, discharge or remove the same by deposit or payment, and the amount so deposited or paid with the costs incident thereto shall be deemed to be a debt due and owing and immediately payable and shall bear interest at the Default Rate from the date of such payment or deposit until the other party repays the same, provided that neither CUSCO nor Trustee may so discharge or remove any lien if the other is in good faith contesting the same and has furnished a cash deposit or a corporate surety bond or other security reasonably satisfactory to the other in an amount sufficient to pay such lien with interest and penalties.

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18. Default Rate. For purposes of this Agreement, the "Default Rate" shall mean Two and Three-Quarters Percent (2-3/4%) over the "Prime Rate", in effect from time to time, as hereinafter defined, unless prohibited by applicable law, in which event at the highest rate permitted by applicable law. As used herein, the term "Prime Rate" shall mean the rate of interest then most recently announced by The First National Bank of Chicago as its corporate base rate of interest. In the event that The First National Bank of Chicago shall cease to be the largest bank in terms of deposits home based in the City of Chicago, then "Prime Rate" shall be such comparable rate announced from time to time by the then largest bank home based in the City of Chicago.

19. Safety of Trains and Persons. Trustee understands and agrees that the property, operations and traffic at and upon the property of CUSCO or the railroads in the Easement Space shall be the first importance, and the work of constructing, inspecting, maintaining, repairing, altering, changing, improving or renewing the Project or the Project Sub-components or any part thereof, in respect of the Easement Space shall be performed so as not to interfere with the portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference; and Trustee shall arrange and perform any and all work accordingly. Whenever any work shall affect the railroad operations within the portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference, or whenever any work shall affect the safety of persons, property or trains within the portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, such proposed work shall first be submitted to the Chief Engineer of CUSCO and shall be performed at such times and in such manner as reasonably approved by said Chief Engineer.

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20. Performance of Work in Easement Space. Where the character of the work to be performed by Trustee is such as to make it advisable in the reasonable opinion of the Chief Engineer of CUSCO to assign one or more inspectors, watchmen or flagmen to the work, who are reasonably acceptable to the Trustee, CUSCO may do so, and the salary, including the usual current percentages added for overhead when performing such work for others, plus taxes paid or accrued on wages paid for railroad retirement, railroad unemployment insurance, and any other social security taxes upon wages paid or accrued at the time, plus cost of insurance, of such personnel shall be paid by Trustee. It is agreed that the providing of such personnel during any work of Trustee or its contractors or subcontractors shall not relieve Trustee or its contractors or any subcontractors or its, his or their insurer from any liability for damage arising in connection with the Trustee's work, and any damages resulting from any act or omission of such personnel shall be deemed part of Trustee's work or Project; and it is also agreed that all loss, damage and expense as a result of injury to such personnel from any cause whatsoever shall be assumed by Trustee.

21. Cooperation Between Parties. The parties hereto acknowledge and agree that they will cooperate with and assist each other, use their best efforts and act in good faith with respect to their respective rights and obligations in and to the Easement Space, and prior to construction of the Project, agree to act in the foregoing manner in establishing written procedures to govern the respective activities of the parties within the Easement Space.

22. Use of Easement Space by CUSCO. Trustee understands and agrees that the Easement Space can and will be occupied and used by CUSCO and the Approved Parties for the construction, maintenance, use, repair, alteration, change or renewal of the Railroad Facilities and for the use and operation of engines, trains, cars and other equipment, and for all other uses and purposes incident to or in connection with the railroad and facilities.

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23. Limitation on Assignability by CUSCO. CUSCO shall not sell or lease its rights granted hereunder to any person, firm or corporation other than a railroad corporation or other entity engaged in the business of operating a railroad, without the prior written consent of Trustee, which consent shall not be unreasonably withheld or delayed.

24. Obligations of CUSCO. CUSCO covenants and agrees, at the request of Trustee and upon obtaining the appropriate ICC (as hereinafter defined) approval, if required:

(a) to discontinue service on the most western trackage located on the CUSCO Site and known as track no. 2 (hereinafter referred to as "Track No. 2") during (i) the period of construction of the caissons for the Project, and (ii) the period of construction of the plaza for the Project, provided, however, the periods allowed for the discontinuance of service on Track 2 as set forth in subparagraphs (i) and (ii) of this Paragraph shall, in the aggregate, not exceed six (6) months, subject to Force Majeure (as defined below). Notwithstanding the foregoing, in the event of an emergency or when Trustee's construction is stopped or prevented by Force Majeure, CUSCO shall have the right to activate service on Track No. 2 as may be necessary under the circumstances. The term "Force Majeure" shall mean delay caused by strike or labor dispute, unavailability of materials, extraordinarily severe weather conditions, riot or other civil disorder, national or local emergency, other act of God, or other cause or casualty beyond Trustee's or its beneficiaries' control;

(b) to cooperate with Trustee, at no expense to CUSCO, in allowing Trustee to put drilling rigs and store other equipment on railroad cars located on Track No. 2 during the periods of construction of the caissons

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and plaza of the Project as provided in subparagraph (a) above and not require Trustee to move such cars during such construction periods, except in the event of an emergency. In the event of an emergency, Trustee agrees to promptly move such cars as may be required by CUSCO under such circumstances, and in all events to pay for the cost of any restoration or repairs to the track as a result of Trustee's use thereof;

(c) with the appropriate approvals obtained by Trustee and at no cost or expense to CUSCO, to (i) remove at no cost or expense to CUSCO, approximately one hundred twenty-six (126) feet of the southern portion of that certain railroad trackage (hereinafter referred to as "Butler Track") located in the alley adjacent to the west line of the CUSCO Site, together with the track connecting said trackage with Track No. 2; and (ii) during construction of the caissons and the plaza for the Project, to remove, at no cost or expense to CUSCO, the balance of the Butler Track and upon completion of said construction to replace the Butler Track (exclusive of the approximately 126 feet on the south) in a location mutually acceptable to CUSCO and Trustee in order that the centerline of the newly located Butler Track will be seven (7) or more feet from the caissons and the elevated alley supports; and/or

(d) to cooperate from time to time with Trustee, at no expense to CUSCO, in obtaining approvals from the Illinois Commerce Commission (herein referred to as the "ICC") which may be required with respect to the rights granted hereunder.

25. Ventilation and Lighting. Trustee shall construct an adequate system of ventilation for the Project to remove the smoke, fumes and gases being emitted from all locomotives, gas engines or other engines or appliances using the tracks within

the Easement Space and the tracks located within the Riverside Site as required by any governmental bodies having jurisdiction thereof and shall operate and maintain, at its own expense, such ventilation equipment in accordance with such requirements. The ventilating system shall be approved by the Chief Engineer, which approval shall not be unreasonably withheld or delayed. Provided, however, if, at any time, or from time to time, there is a change in the railroad operations which requires that changes be made to the ventilation system, then all costs and expenses incurred by Trustee in making such changes shall be borne by CUSCO. In addition, Trustee, at its sole cost and expense, shall provide and maintain lighting of the Easement Space, said lighting to be of the intensity required for safe operation and maintenance of the Railroad Facilities within the Easement Space and, to the extent necessary, on the Riverside Site. Said lighting shall be subject to the approval of the Chief Engineer, which approval shall not be unreasonably withheld or delayed.

26. Discontinuance of Use of Easement Space. If, at any time hereafter, the use of the Easement Space shall be permanently discontinued in whole and such discontinuance shall be for a period of five (5) full consecutive calendar years, CUSCO shall give the Trustee written notice to that effect, and within six (6) months from the date such notice is given, all right thereto and interest of CUSCO, the Approved Parties and others using the Railroad Facilities in and to the Easement Space shall cease and terminate and all right, title and interest thereto and therein shall vest in Trustee for the remainder of the term of the Lease, and the Building Minimum Rent under the Lease (as such term is defined therein) shall be increased by Forty Thousand Dollars (\$40,000.00) per annum adjusted by the Consumer Price Index Adjustment (as such term is defined in the Lease) at such times as the Building Minimum Rent is adjusted in this manner under the Lease.

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27. Notices. Notices or other writings which either party is required to, or may wish to, give to the other in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, addressed as follows:

a) IF to CUSCO: Chicago Union Station Company  
210 South Canal Street  
Chicago, Illinois 60606  
Attn: General Manager

with a copy to: National Railroad Passenger Corporation  
400 North Capitol Street, N.W.  
Washington, D.C. 20001  
Attn: Tony De Angelo

with a copy to: Jenner & Block  
One IBM Plaza  
43rd Floor  
Chicago, Illinois 60611  
Attention: Ronald Ian Reicin, Esq.

b) IF to Trustee: Chicago Title and Trust Company, as Trustee under Trust No. 1086781  
111 West Washington Street  
Chicago, Illinois 60602  
Attention: Land Trust Dept.

With a copy to: Rubloff Inc.  
111 West Washington Street  
Chicago, Illinois 60602  
Attention: Stephen J. Sinclair

With a copy to the Attorney for Trustee: Coffield Ungaratti Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602  
Attention: James B. Smith, Esq.

or to such address as either party may from time to time designate in a notice to the other. A notice given by certified or registered mail shall be effective upon receipt. Any parties failure to accept delivery shall be deemed to constitute receipt for the purposes of this Paragraph 27.

28. Public Utility Easements. Trustee shall have the right, from time to time, to grant non-exclusive underground public utility easements for service to the Project within the Easement Space to public utility companies for the purpose of serving the Project, subject to the approval of the Chief Engineer which approval shall not be unreasonably withheld or delayed and shall

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be limited solely to a determination as to whether such public utility easements will interfere with the use of that portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated. Said underground public utility easements shall in no event be located under tracks or within eight (8) feet of the centerline of tracks, unless the prior written approval of the Chief Engineer of CUSCO is obtained which approval shall not be unreasonably withheld or delayed.

29. Insurance. In the event the Lease is terminated and Trustee acquires the underlying fee in the CUSCO Site, the parties agree as follows:

(a) Except to the extent caused by the negligence of CUSCO or the Approved Parties or their respective invitees, employees, tenants, successors or assigns, Trustee hereby agrees to defend, indemnify and hold CUSCO and the Approved Parties and their respective invitees, employees, tenants, successors and assigns, harmless for all loss, damage, expense, claims and actions which CUSCO or the Approved Parties or their respective invitees, employees, tenants, successors and assigns may suffer or sustain or be held liable for, growing out of loss of life or damage or injury to persons or property to whomsoever belonging, directly or indirectly, arising out of or connected with the following:

(i) the work of erecting, constructing and thereafter inspecting, repairing, changing, improving, renewing or maintaining the Project by Trustee or its beneficiaries or their respective contractors, subcontractors or its or their employees, and

(ii) the use and occupancy of the Project.

(b) Except to the extent caused by the negligence of Trustee or its beneficiaries or their respective

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invitees, employees, tenants, successors or assigns, CUSCO hereby agrees to defend, indemnify and hold Trustee and its beneficiaries and their respective invitees, employees, tenants, successors and assigns harmless for all loss, damage, expense, claims and actions which Trustee or its beneficiaries or their respective invitees, employees, tenants, successors and assigns may suffer or sustain or be held liable for, growing out of loss of life or damage or injury to persons or property to whomsoever belonging, directly or indirectly, arising out of or connected with the following:

(i) the work of inspecting, repairing, changing, improving, renewing or maintaining the Railroad Facilities by CUSCO or the Approved Parties or their respective contractors, agents, subcontractors or employees; and

(ii) the use and operation of the Railroad Facilities;

and the indemnity is given pursuant to this subparagraph (b) only if the Project has been properly designed, constructed and maintained by Trustee taking into account the use of the Easement Space by parties entitled to use the same pursuant to this Agreement.

(c) Each party shall deliver to the other party evidence of insurance of its liability for bodily injury in an amount of not less than the amount required under the Lease immediately prior to the termination thereof, subject to adjustment in accordance with the Consumer Price Index Adjustment (as such term is defined in the Lease) at the commencement of every tenth (10th) year thereafter, for injury (including death) to any person or persons and damage to property in any one accident. Each party shall be added as an additional insured under the respective policies and shall request their respec-

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tive insurers to waive their rights of subrogation with respect to claims paid under these policies, provided such waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereof, thereupon keeping such waiver in full force and effect). The parties shall maintain their respective insurance in force so long as this Agreement is in full force and effect.

(d) All the policies (and the forms thereof) provided for in this Paragraph shall be with responsible insurance companies authorized to do business in Illinois reasonably acceptable to CUSCO, Trustee and Trustee's mortgagee and shall contain at least thirty (30) days prior written notice of cancellation to the other party. Each party shall deliver to the party certified copies of the other policies required hereunder or certificates of the existence thereof. Each party shall keep and maintain such policies of insurance in effect for the period hereinbefore provided and shall furnish to the other party not less than thirty (30) days before the expiration of any such policy an original or certified copy of the renewal policy or certificates of the existence thereof. In case either party fails to furnish the other party with the policy or the renewal thereof or a certificate thereof, the other party, after ten (10) days written notice to the defaulting party and the defaulting party's failure to cure the same, may at its option, but shall not be required to, procure same and the cost thereof shall be payable by the defaulting party within ten (10) days after written demand therefor, and in either case, shall

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bear interest at the Default Rate from the date of such payment by the other party until the same shall be repaid by the defaulting party. Notwithstanding anything in this Agreement to the contrary, CUSCO shall have the right to self-insure. CUSCO agrees that if it chooses to be a self-insurer, then, as a self-insurer, it assumes all of the responsibilities that would have been that of an insurance carrier of CUSCO's hereunder, including, without limitation, its waiver of the right of subrogation against Trustee and its beneficiaries as set forth above, but only to the extent of the minimum amount of insurance required to be carried pursuant to Subparagraph 29(2) hereof.

(e) Whenever any loss, cost, damage or expense caused by physical damage loss to property resulting from fire, explosion or any other casualty or occurrence is incurred by Trustee in connection with the Project, and Trustee is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then Trustee hereby releases CUSCO from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, CUSCO shall have the right, within thirty (30) days following written notice, to pay such increased cost thereof, thereupon keeping such release and waiver in full force and effect).

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30. Miscellaneous.

A. This Agreement may be executed in counterparts and all so executed shall constitute one and the same Agreement.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

C. The captions of the paragraphs of this Agreement are for convenience and are not to be interpreted as part of this Agreement.

D. This Agreement constitutes the entire contract between the parties hereto with respect to the subject matter hereof; no prior or contemporaneous written or oral promises or representations shall be binding, including without limitation, the Original Easement Agreement which is hereby amended and restated in its entirety, and may not be modified except by an instrument in writing signed by the parties hereto. Furthermore, it is the intention of the parties, as evidenced by the fact this Agreement is being dated as of the date of the Original Easement, that this Agreement and all of the terms and conditions hereof shall relate back to and be effective as of the date of the Original Easement as if this Agreement had been executed at that time, and accordingly, this Agreement shall have the same priority as the Original Easement.

E. All rights, benefits and privileges granted, created or reserved herein, all impositions, undertakings and obligations imposed 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 CUSCO and Trustee and their respective successors and assigns.

F. Either party will on at least ten (10) days written request by the other agree to furnish a certificate confirming that the requesting party is not in default under this Agreement, or if in default, specifying the nature thereof.

31. Trustee's Exculpation Clause. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the

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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 Project, 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 hereto have caused this Agreement to be executed as of the day and year first above written.

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TRUSTEE:

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

ATTEST: (SEAL)

By: *Karen Michel*  
Name: KAREN MICHEL  
Title: ASSISTANT SECRETARY

By: *Abriette Gales*  
Name: ABRIETTE GALES  
Title: SECRETARY

CUSCO:

CHICAGO UNION STATION COMPANY,  
an Illinois corporation

ATTEST: (SEAL)

By: *S. L. D. L...*  
Name: S. L. D. L...  
Title: ...

By: *Kurt Weissheimer*  
Name: Kurt Weissheimer  
Title: Managing Director - Real Estate

COOK COUNTY, ILLINOIS  
FIELD FOR RECORD

1980 JUN 15 PM 2: 05

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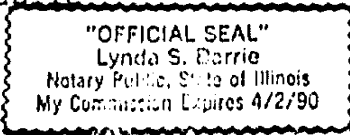
STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Lynda S. Barrie <sup>X CORP.</sup> a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gabrielle Glass <sup>VICE PRESIDENT</sup> of CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, and KATHEN MICHEL <sup>SECRETARY</sup> of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Lynda S. Barrie then and there acknowledged that GABRIELLE GLASS as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of MAY, 1988.

Lynda S. Barrie  
Notary Public

My Commission Expires:



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Cynthia K. Reddick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kurt Weissheimer <sup>MANAGING DIRECTOR</sup> of CHICAGO UNION STATION COMPANY, an Illinois corporation, and S. L. Daley <sup>SECRETARY</sup> of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such MANAGING DIRECTOR and SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth and said S. L. Daley then and there acknowledged that she as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her own 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 10th day of June, 1988.

Cynthia K. Reddick  
Notary Public

My Commission Expires:

10-22-89



THIS INSTRUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

Barbara J. Davis, Esq.  
Coffield Ungaretti Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602  
(312) 977-4400

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## EXHIBIT A

### LEGAL DESCRIPTION

#### CUSCO SITE

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 (now vacated) 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 (now vacated) 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 bounded 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: 17-09-241-002

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## EXHIBIT B

### LEGAL DESCRIPTION

#### Riverside Site

All of West Water Street (now vacated) 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 C

PERMITTED TEMPORARY INTERFERENCE

For purposes of this Agreement, the term "Permitted Temporary Interference" shall mean the following:

The unrestricted and unlimited right of Trustee and its beneficiaries and their respective agents, representatives, employees, contractors, architects, subcontractors, suppliers, licensees, guests and invitees to enter upon the Easement Space, at any time, or from time to time, during the term of this Agreement; provided, however, with respect to any entries upon the portion of the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, only during the following permitted time period: from 12:00 a.m. to 5:30 a.m., central time; provided, however, except when operations on more than one track are affected, CUSCO will make its best efforts to provide a longer permitted time period of 9:00 p.m. to 5:30 a.m., central time, but said longer permitted time period shall only pertain to the period of construction of the present Project. If CUSCO, however, advises Trustee that an emergency situation exists within the Easement Space, the foregoing parties shall not have the right to enter the Easement Space without the prior written consent of the Chief Engineer of CUSCO, which consent shall not be unreasonably withheld.

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Cook County Clerk's Office