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AMENDED AND RESTATED AMENDMENT TO EASEMENT

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THIS AMENDED AND RESTATED AMENDMENT TO EASEMENT (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").

WITNESSETH:

WHEREAS, CUSCO and Trustee have previously entered into a certain Amendment to Easement dated April 8, 1986 (hereinafter referred to as the "Original Amendment to Easement"), which was recorded with the Recorder of Deeds of Cook County, Illinois, on April 10, 1986, as Document No. 56138457; and

WHEREAS, CUSCO and Trustee desire to amend and restate the Original Amendment to Easement as is more specifically herein-after 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 Amendment to Easement as follows:

WHEREAS, Trustee holds fee simple title to 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 "Site"); and

WHEREAS, it is understood and agreed that Trustee intends to construct, or cause to be constructed, a building, garage and other improvements on the Site and that certain adjoining site legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "CUSCO Site") being leased by Trustee from CUSCO pursuant to that 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

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PROPERTY TAX
STATEMENT

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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"), as more particularly hereinafter provided; and

WHEREAS, pursuant to that certain ordinance dated August 16, 1858, as amended by two (2) ordinances dated August 18, 1860, and that certain ordinance dated March 23, 1914 (hereinafter collectively referred to as the "Ordinances"), CUSCO has acquired certain rights in and to certain trackage and related facilities located on the Site; and

WHEREAS, pursuant to Contract of Sale dated December 15, 1985 by and between CMC Real Estate Corporation (successor to Richard B. Ogilvie, as trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company), Consolidated Rail Corporation and CUSCO, CUSCO acquired certain rights to tracks and related facilities on the Site (hereinafter referred to as "Conrail and CMC Rights"); and

WHEREAS, CUSCO is not presently operating over the Site but desires to preserve its rights under the Ordinances and the Conrail and CMC Rights with respect to the Site, including sub-surface and air-rights associated therewith, as amended hereunder, 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 Site or CUSCO 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 or which may be situated therein (hereinafter referred to as the "Railroad Facilities"); and

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

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WHEREAS, Trustee and CUSCO desire to clarify their respective rights with respect to the Easement Space.

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, from time to time, a building with a parking garage as a component thereof on the Site and the CUSCO Site (hereinafter referred to as "Project"). Trustee is under no obligation to build the Garage but if Trustee elects to construct the same, it must be constructed in conjunction with the construction of the core and shell of the Building.

2. Acknowledgement of Easement Rights. Trustee hereby acknowledges CUSCO has acquired the Conrail and CMC Rights and has certain additional rights under the Ordinances or other ordinances or agreements and that, in addition to CUSCO, National Railroad Passenger Corporation (hereinafter referred to as "Amtrak") and certain other parties with operating agreements with CUSCO may or will be using the Railroad Facilities to the extent permitted under the CUSCO operating agreements (hereinafter collectively referred to as "Approved Parties"), and CUSCO and Trustee hereby agree that CUSCO's rights and those of the Approved Parties will be restricted within the Easement Space, are perpetual and are subject to the terms and conditions contained herein.

3. Movement of Existing Track. CUSCO hereby agrees, upon the written request of Trustee and at Trustee's sole cost and expense, to relocate the existing track and appurtenant facilities, if any, within the Easement Space and to relocate any contiguous trackage and appurtenant facilities, if any, necessary to accommodate the foregoing, to the location approximated on the composite plan attached hereto and made a part hereof as Exhibit "C". All costs related thereto shall be the actual out-of-pocket

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costs related thereto. Notwithstanding the foregoing, if Trustee receives written approval from CUSCO, which approval shall not be unreasonably withheld or delayed, Trustee shall have the right, in its sole discretion, to use its own contractors to relocate said existing track and appurtenant facilities, all at the sole cost and expense of Trustee, and in connection therewith, Trustee will use all new ties and rails and such other necessary equipment and construction materials.

4. Relocation of Railroad Facilities. Trustee shall have the right, from time to time, to relocate Railroad Facilities 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 expenses in connection therewith, and shall be done in accordance with plans and specifications of a nature referred to in Paragraph 5 hereof. CUSCO and its Chief Engineer will cooperate with Trustee in authorizing alterations, revisions or relocation, either temporary or permanent, of Railroad Facilities, including but not limited to tracks, signals, signal trunk lines, electric transmission lines, utility lines and air lines. 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. Whenever reference is made herein to the location of the railroad tracks, it shall mean the then current location of the tracks, as such tracks may be relocated from time to time by Trustee pursuant to Paragraphs 3 and 4 hereof.

5. 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

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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, except for Permitted Temporary Interference (as such term is defined in Exhibit "D" attached hereto and made a part hereof). For this purpose, five (5) sets of plans and specification 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 specifications for work in the Easement Space have been so approved by the Chief Engineer of CUSCO.

6. Changes After Construction Has Commenced. After construction of the Project has begun, Trustee shall have the right, subject to the terms of Paragraph 9 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, except for Permitted Temporary Interference.

7. 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

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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 been given. Trustee will deliver preliminary plans for the air ventilation system to the Chief Engineer who 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 will either approve or indicate suggested modification.

8. Inspection During Construction. During such construction, 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, and upon reasonable advance written notice to Trustee, the work being performed upon the Easement Space for the sole purpose of determining whether any such work is being performed 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 written notice thereof may be given by CUSCO to Trustee specifying the nature of the default. Upon the receipt of any such notice, Trustee shall promptly take such steps as may be necessary to correct such default.

9. Construction of Foundations and Supports. Trustee shall, for the purpose of the proposed Project, have the right to

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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 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) stairs; (iii) caissons located within the Easement Space as shown on said Exhibit "C"; (iv) freight elevator pit extending into the Easement Space as shown on said Exhibit "C"; (v) 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 (vi) wall located on or about the eastern property line of the Site (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 14 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 center line 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) stairs; (c) caissons shown within the Easement Space on Exhibit "E" attached hereto and made a part hereof; (d) two (2) building cores within the core zone as shown within the Easement Space on said Exhibit "E"; (e) underground grade beams connecting caissons which shall in no event be located under tracks or within eight (8) feet of the center line of the tracks; (f) freight elevator pit extending into the Easement Space as shown on said Exhibit "C"; and/or (g) wall located on or about the eastern property line of the Site

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(hereinafter sometimes collectively referred to as the "Alternative Project Sub-components") (the Original Project Sub-components or Alternative Project Sub-components, whichever is applicable, is hereinafter sometimes referred to as the "Project Sub-components"); provided, however, if Trustee elects to construct, use, maintain, 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 4 hereof. Notwithstanding the terms of Paragraph 5 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 "C" and the caissons and the two (2) building cores within the core zone, all as depicted on said Exhibit "E". It is acknowledged and agreed that each building core, to the extent applicable, cannot be more than six hundred twenty-five (625) 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 or to reflect a different location of either of the building cores within the core zone; provided, however, if any such changes are material, Trustee shall, prior to the exercise of such right and as a condition thereto, furnish a revised Exhibit "E" to the Chief Engineer of CUSCO with a written request for approval. With respect to a material change to the location of any of the caissons, said approval by the Chief Engineer shall not be unreasonably withheld or delayed and shall be limited solely to a determination as to whether such change materially adversely interferes with the use of that portion of the Easement Space upon which the railroad tracks are located, except for Permitted Temporary Interference. With respect to a material change to the location of either of the building cores within the core zone, said approval shall not be unreasonably withheld or

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delayed. Trustee shall also have the right to locate or relocate the underground items set forth in Subparagraphs (i) and (v) and/or in Subparagraphs (a) and (e) above within eight (8) feet of the centerline of the tracks, subject to the prior written approval of the Chief Engineer of CUSCO, which approval shall not be unreasonably withheld or delayed, and the ICC (as hereinafter defined), if required. 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 "C" 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 Paragraph 13 hereof.

10. Maintenance of Project Sub-components. 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 materially adversely interfere with the use of that portion of the Easement Space upon which the railroad tracks are located, except for the Permitted Temporary Interference.

11. Use of Foundations and Supports by Railroad; Indemnity. CUSCO shall have the right, without charge, but at the expense of CUSCO, from time to time to construct and attach to any columns, foundations or supports constructed by Trustee and to the substructure of that portion of the building, garage and/or the underside of the plaza of the building and/or garage, if applicable, to be located on the 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 unrea-

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sonably 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 impair or weaken any structure of Trustee, or any part thereof, or to cause any greater stress, load or burden thereof then 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 such structure 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 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 Site. If any such liens shall be filed, CUSCO shall procure and deliver to the Trustee a full and complete cancellation and discharge thereof.

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 requesting the same, 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 rate of Ten Percent (10%) per annum 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.

12. 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 costs 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 would materially adversely interfere with the use of that portion of the Easement Space upon which the railroad tracks are located, except for Permitted Temporary Interference. Trustee shall have the right, however, at its own cost and expense, to make such changes as contemplated under this Paragraph 12; 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 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 and that such construction shall not materially adversely interfere with the use of that portion of the Easement Space upon which the railroad tracks are located, except for Permitted Temporary Interference.

13. Changes of CUSCO in CUSCO's Easement Space. CUSCO shall not have the right to make changes in the Project Sub-components, including, without limitation, the supporting structures of the building or garage, without in each and every instance Trustee's prior written consent. If such work is approved by Trustee, then such work shall be performed, at CUSCO's expense including but not limited to all direct and indirect costs associated therewith, at such times and in such a manner as approved by Trustee.

14. Alteration of Building and Appurtenances. In the event Trustee desires in the future to change, alter or improve the Project, including, without limitation, the building, the garage, any appurtenant structure thereof, any foundations, columns and supports, to make any substantial repairs or renewals, or to demolish any existing building and any appurtenant structures and construct a new building or buildings or garage or garages, etc., Trustee shall not be required to obtain the approval of the Chief

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18. 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. 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 requesting the same, 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 rate of Ten Percent (10%) per annum from the date of such payment or deposit until the other party repays the same, provided that neither CUSCO or 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.

19. Discontinuance of Use of Easement Space. If, at any time hereafter, the use of the Easement Space shall be permanently discontinued for railroad operations 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 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.

20. Insurance.

(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,

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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 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.

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(c) Prior to the date hereof, each party shall deliver to the other party evidence of insurance of its liability for bodily injury in an amount of not less than Ten Million Dollars (\$10,000,000.00), 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 hereafter, for injury (including death) to any person or persons and damage to property in any one accident, except during the period of construction of the present Project, Trustee shall comply with the insurance requirements set forth in Exhibit F attached hereto and made a part hereof. In the event of any rebuilding, restoration or replacement of the Project in accordance with Paragraph 14 hereof, Trustee's insurance for bodily injury during said period(s) of construction shall be in an amount of not less than Twenty-Five Million Dollars (\$25,000,000.00) and such amount shall be subject to adjustment in accordance with the Consumer Price Index Adjustment at the commencement of every tenth (10th) lease year hereafter. Each party shall be added as an additional insured under the respective policies and shall request their respective 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. Notwithstanding anything herein to the contrary, to the extent Trustee's contractor carries the insurance required under this Subparagraph (c) and names CUSCO and the Approved Parties as an insured thereunder, such insurance coverage by said contractor shall satisfy the insurance requirements of Trustee under this subparagraph (c).

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(d) In the event of any inspecting, repairing, changing, improving, renewing or maintaining the Project becoming necessary after completion of construction of the Project, CUSCO and Trustee shall, before any work is started, confer to determine the amount and type of insurance necessary to cover that particular work, and Trustee shall thereupon, at its expense, provide or cause to be provided insurance in amounts reasonably agreed upon.

(e) In addition to and not in substitution for the foregoing insurance, Trustee shall obtain or cause to be obtained during the period of construction of the present Project, at its own expense, a policy of railroad protective insurance in the form and with the limits as provided in said Exhibit F attached hereto and said policy shall be on a claims made basis rather than on an occurrence basis. Such railroad protective insurance shall be in the name of the parties shown on said Exhibit F. In the event of any rebuilding, restoration or replacement of the Project in accordance with Paragraph 14 hereof, Lessee shall obtain or cause to be obtained, during said period(s) of construction, at its own expense, a policy of railroad protective insurance in the ISO-RIMA or RIMA-NMA form, in an amount of not less than Twenty-Five Million Dollars (\$25,000,000.00), which policy shall include, to the extent available, the following endorsements (if such wording is not already in the policy form):

(i) Manuscript endorsement with the following wording:

"It is understood and agreed that: Insuring Agreements, Section II, Definitions (c)(3) is amended to read: 'Any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work for contractor for prevention of accidents or protection of property regardless at whose cost those services are provided.'"

(ii) It is agreed that Insuring Agreement 1. "Covering C- Physical Damage to Property" is amended to read:

"To pay for direct and accidental loss of or damage to railroad tracks, roadbeds, catenary, signals, bridges, buildings, rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with work described in Item 6 of the declarations, provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement."

Said policy of railroad protective insurance shall be in the name of Lessor, Amtrak and other railroads using the tracks within the Easement Space; provided, however, if necessary for insurance purposes, Lessor shall advise Lessee in writing of the names of the other railroads to be insured and only those railroads shall be named in addition to Lessor and Amtrak.

(f) 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, if obtainable from the insurance companies. CUSCO shall be furnished with the original policy described in subdivision (e) above and 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 bear interest at the rate of Ten Percent (10%) per annum from the date of such payment by the other party until the same shall be repaid by the defaulting party. Notwithstanding anything herein 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 limi-

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tation, 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 20(c) hereof.

(g) 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, the other party 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).

21. 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 60601
Attention: General Manager
- With a copy to: National Railroad Passenger Corporation
400 North Capitol Street, N.W.
Washington, D.C. 20001
Attention: Tony De Angelo
- With a copy to: Jenner & Block
the Attorney One IBM Plaza
for CUSCO 43rd Floor
Chicago, Illinois 60611
Attention: Ronald Ian Reicin, Esq.

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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 Ungaretti 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 21.

22. 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 CUSCO 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 reasonably withheld or delayed. Provided, however, if, any time, 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 CUSCO Site. Said lighting shall be subject to the approval of the Chief Engineer, which approval shall not be unreasonably withheld or delayed.

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23. Utility Easements. Trustee shall have the right, from time to time, to grant non-exclusive utility easements within the Easement Space to third parties for the purpose of serving the Project provided such easements do not materially adversely interfere with the use of that portion of the Easement Space upon which the railroad tracks are located, except for Permitted Temporary Interference.

24. 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.

25. 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.

26. Exclusive Easement in Favor of CUSCO. Notwithstanding anything in this Agreement to the contrary, Trustee hereby grants and conveys for the benefit of CUSCO and its successors and assigns the exclusive perpetual right, privilege and easement (subject, however, to the rights of third party utilities and Trustee as more fully set forth in this Agreement) to use the surface and sub-surface of the Site, excluding the Easement Parcel (as such term is defined in that certain Grant of Non-Exclusive Easement dated _____, 1988, between CUSCO and Trustee) 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 Site or CUSCO Site, whichever is higher), not obstructed by the Project Sub-components or otherwise, for the purpose of constructing structures and reconstructing rails, the storing of rails, and the construction and/or storage of signals, apparatus, devices, and facilities of whatever kind, nature and description, even though dissimilar to those specifically mentioned, which are

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necessary or useful in the railroad operations of CUSCO and its successors and assigns in the easement space and including the right of passage for vehicles over the Site for any purpose whatsoever including the maintenance, repair, construction and inspection of the railroad facilities existing and to be constructed on the CUSCO Site and the Site; provided, however, until such time as Trustee has constructed the caissons and freight elevator pit within the Easement Space, CUSCO shall not have the right to place any permanent facilities on or about the proposed location of caissons or the freight elevator pit as shown on said Exhibit "C"; and provided, further, however, in the event CUSCO, after the date of this Agreement, places any permanent facilities within the core zone or on or about the proposed location of caissons as shown on said Exhibit "E" ("Sub-component Restriction"), it shall, upon the written request of Trustee in the event Trustee elects to relocate Sub-components in said location, at CUSCO's cost, relocate such permanent facilities. It is also understood that CUSCO may, at its sole risk, store property, parts and equipment related to the railroad infrastructure in proximity to the railroad facilities and may, subject to the Sub-component Restriction, build a relay house, signal case(s), and/or air plant on the Site as determined by CUSCO in its sole discretion. Furthermore, during construction, repair or reconstruction of railroad tracks and facilities (including switches, signaling, relay house, or air plant), CUSCO shall have the right, at its sole risk, to store construction equipment on the Site. Once CUSCO has placed permanent facilities therein, CUSCO shall (subject to Trustee's right to relocate permanent improvements in accordance with this Agreement) have the exclusive use of the locations upon which the permanent facilities are located. The Trustee agrees, upon completion of construction of the Project, to prepare the unimproved surface of the Site compacted with one and one-half (1-1/2) inches of crushed limestone.

It is understood that CUSCO may have some radio communications problems due to the construction of the caissons and over-

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head structures on the CUSCO Site and the Site, and the Trustee has been advised and grants permission to CUSCO to install radio signal repeater stations to the underside of the Project or overhead structures to be constructed by the Trustee.

It is further understood that the core zone, as depicted on said Exhibit "E" shall be deemed to extend on the North to the North side of the depicted core and on the South to the South side of the depicted core.

Nothing in this Paragraph 26 shall be construed or deemed in any way to negate, restrict, impair or otherwise adversely affect the right of access of Trustee or its agents to the Project Sub-components.

27. 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 Amendment to Easement 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 Amendment to 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 Amendment to Easement as if this Agreement had been executed at that time, and accordingly, this Agreement shall have the same priority as the Original Amendment to Easement.

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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. The parties hereto acknowledge that portions of this Agreement may require the approval of the Illinois Commerce Commission ("ICC"). To the extent so required, the terms and conditions related thereto are subject to such ICC approval.

G. Trustee understands and agrees that the property, operation and traffic at or upon the Site in the Easement Space, to the extent such operations are taking place, shall be of 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 to the Easement Space shall be performed so as not to interfere with the portion of the Easement Space upon which railroad tracks are located or Railroad facilities are operated, except for Permitted Temporary Interference, and Trustee shall arrange and perform all work accordingly. CUSCO acknowledges the Easement Space is not currently being used for active rail operations and as such, prior to the date, if any, when such facilities are placed back into use, CUSCO's review and approvals hereunder shall be limited solely to a determination as to whether the Project Sub-components and Trustee's activities would interfere with the use by CUSCO, when such facilities are placed back into use, of that portion of the Easement Space upon which railroad tracks are located, except for Permitted Temporary Interference, and, furthermore, CUSCO covenants and agrees that at no time will it cause hazardous substances or materials to be shipped over the railroad tracks located within the Easement Space, except to the extent required by law. Whenever the railroad tracks within the Easement Space become operational and any work shall affect the railroad operations within the portion of

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the Easement Space upon which the railroad tracks are located or the Railroad Facilities are operated, except for Permitted Temporary Interference, or 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.

H. 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 costs 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.

29. 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 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

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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 only that portion of the trust property specifically described herein, 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: Jaren Zedel
Name: _____
Title: _____

By: [Signature]
Name: ABRIELE GLASS
Title: ASST. VICE PRES

CUSCO:

CHICAGO UNION STATION COMPANY, an
Illinois corporation

ATTEST: (SEAL)

By: [Signature]
Name: S. L. PALLEY
Title: Asst. Secretary

By: [Signature]
Name: Rudolf Weissheimer
Title: Managing Director - Real Estate

COOK COUNTY, ILLINOIS
JUN 15 1983

1983 JUN 15 PM 2:06

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STATE OF Illinois)
COUNTY OF Cook) SS

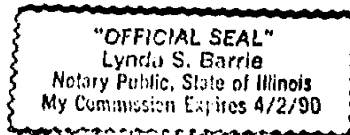
*CORP.

I, LYNDA S. BARRIE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHARLENE QUASS ASST. VICE President of CHICAGO TITLE AND TRUST COMPANY OF CHICAGO, and KAREN MICHEL ASST. Secretary of said ~~Bank~~, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE President and ASST. 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 ASST. VICE PRES. then and there acknowledged that ASST. SECRETARY, 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:



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STATE OF Illinois)
COUNTY OF Cook) SS

I, Cynthia K. Reddick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kurt Weissheimer Director of CHICAGO UNION STATION COMPANY and S.L. Daley ASST. Secretary 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 TRUSTEE and ASST. 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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Property of Cook County Clerk's Office

OFFICIAL SEAL
CYNTHIA K. REDDICK
CLERK OF COOK COUNTY
JANUARY 1, 2011

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EXHIBIT A

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 B

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 (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 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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Property of Cook County Clerk's Office

EXHIBIT D

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 so long as the Easement Space is not being used for active railroad operations. If and when such railroad facilities are placed back into use, then any entries upon the portion of the Easement Space upon which the railroad tracks are located shall be made 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; provided, further, however, if CUSCO 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 the CUSCO, which consent shall not be unreasonably withheld.

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EXHIBIT F

INSURANCE SCHEDULE

I. General Contractor and/or Construction Manager

- A. Workers' Compensation: Statutory in accordance with the laws of the state with jurisdiction including Voluntary Compensation Broad Form All States Endorsement, U.S. Longshoremen s and Harbor Workers' Coverage and Maritime Coverage. Coverage to be sufficient to cover Contractor's maximum liability under applicable Workers' Compensation Act, Illinois Structural Work Act, Occupational Disease Laws and other applicable Statues, Ordinances, Regulations and Laws.

To include Employers Liability: \$500,000 each accident; \$500,000 disease - policy limit; \$500,000 disease - each employee.

- B. Comprehensive General liability:

1. Bodily Injury, including death, personal injury and property damage liability not less than \$1,000,000 each occurrence and each person and in the aggregate.

2. Comprehensive liability insurance will cover Personal Injury (employee exclusion deleted), Broad Form Property Damage (including Completed Operations), Premises and Operations (XCU exclusions to be deleted), Contractor Protective, Contractual Liability (Railroad Exclusion to be deleted), and Completed Operations. General contractor will maintain completed operations coverage for minimum of five years after the completion date of the job.

3. General Contractor will add as Insured:

- a. Lenders - to be named.
b. CT&T Company as Trustee under Trust Number 1086781 and all beneficiaries thereunder.
c. CUSCO, Amtrak & Metra
d. Public liability insurance - name City of Chicago and Metropolitan Sanitary District of Greater Chicago - during construction for park easement (re Agreement between City, MSD, Riverside Park Ltd.).

- C. Comprehensive Automobile Liability:

1. Bodily Injury, including death, and property damage liability not less than \$1,000,000 per person and/or per accident. Will include non-owned and hired car coverages.

- D. Umbrella Liability:

1. \$40,000,000 each occurrence and in the aggregate in excess of items A, B, and C above.

- E. Insurance provided in A, B, C and D above shall cover all work for the project, including work performed within 50 feet of the track.

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II. Owner (Trustee) Liability

A. Workers' Compensation: Statutory

To include Employers Liability: \$500,000 each accident; \$500,000 disease - policy limit; \$500,000 disease - each employee.

B. Comprehensive General Liability:

1. Bodily Injury, personal injury and property damage not less than \$1,000,000 per occurrence and per person and in the aggregate.

Trustee will add as Insured:

- a. Lenders - to be named.
- b. CT&T Company as Trustee under Trust Number 1086781 and all beneficiaries thereunder.
- c. CUSCO, Amtrak & Metra
- d. Public liability insurance - name City of Chicago and Metropolitan Sanitary District of Greater Chicago - during construction for park easement (re Agreement between City, MSD, Riverside Park Ltd.).

C. Comprehensive Automobile Liability

1. Bodily Injury, including death, and property damage liability not less than \$500,000 per person and/or per accident. Will include non-owned and hired car coverage.

D. Umbrella Liability: \$10,000,000 each occurrence and in the aggregate in excess of items A, B and C above.

E. Railroad Protective Insurance (during construction):

1. Railroad Protective Insurance in the RIMA-NMA Claims Made Form with Limits of Liability of \$5,000,000 each accident/\$10,000,000 in the aggregate for the twenty-nine month period, and a thirty-six month extended reporting period.

2. Note: Railroad Protective Liability Policy will name as Insured:

- a. Chicago Union Station Company
- b. Amtrak and other railroads, as necessary under railroad insurance.

3. Note: Contractor must carry a minimum of \$40,000,000 in liability insurance.

F. Insurance provided in A, B, C and D above shall cover all work for the Project, including work performed within 50 feet of the track.

III. Subcontractor to General Contractor

A. Workers' Compensation and Employers Liability: Same as General Contractor.

B. Comprehensive General Liability: Same as General Contractor.

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Subcontractor will add as Insured:

1. Lenders - to be named.
 2. CT&T Company as Trustee under Trust Number 1086781 and all beneficiaries thereunder.
 3. CUSCO, Amtrak and Metra
 4. Schal Associates (or other general contractors).
- C. Comprehensive Automobile Liability: Same as General Contractor
- D. Umbrella Liability:
1. For firms having contracts exceeding \$100,000 and/or involved in base building work, \$10,000,000 each occurrence and in the aggregate in excess of items A, B, and C above.
 2. For firms having contracts less than \$100,000, \$3,000,000 each occurrence and in the aggregate in excess of items A, B, C above.
 3. Contractor reserves the right to require higher Umbrella Liability Limits from the contractors involved with hazardous work.
- E. Railroad Protective Insurance: Only Owner is required to have this insurance; however, General Contractor may require subcontractors to cover it also.
- Note: General Contractor will maintain certificates of insurance of all subcontractors and forward a copy of each to owner prior to commencement of work by that subcontractor.
- IV. Except as noted above for railroad protective insurance, all policies are on an occurrence basis rather than on a claims made basis.

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