

JOINT DECLARATION  
ESTABLISHING  
EASEMENTS, RESERVATIONS, RIGHTS,  
COVENANTS AND RESTRICTIONS

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This Instrument is made as of this 27<sup>th</sup> day of MAY, 1990, by and between American National Bank and Trust Company of Chicago, not personally but solely as trustee ("Trustee") under Trust Agreement dated June 18, 1981 and known as Trust No. 52947 ("Trust") and North Loop Transportation Center Limited Partnership, as sole beneficiary of said Trust ("Beneficial Owner") and the City of Chicago, a municipal corporation ("City"). Capitalized terms used herein shall have the meaning set forth in Section 1 of this Instrument or as otherwise defined in this Instrument or other Documents.

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COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the Trust is the record legal owner of and Beneficial Owner holds a beneficial interest in the Transportation Center;

WHEREAS, the City owns the Transit Station Parcel which has been heretofore conveyed to the City by the Trust;

WHEREAS, the Trust, Beneficial Owner and the City desire to cause the cooperative and harmonious use of their respective Parcels consistent with and in implementation of the Basic Agreement;

WHEREAS, the parties have previously granted and reserved certain easements and covenants set forth in the Deed;

WHEREAS, the parties desire to declare and establish additional easements, and enter into covenants and agreements for the maintenance, replacement, access, use and operation of the Transit Station, the Transportation Center, the Pedway and the Property;

WHEREAS, the parties intend that the additional easements, covenants and agreements set forth herein shall not limit or diminish those easements, covenants and agreements set forth in the Deed;

WHEREAS, the parties desire and intend that the easements, covenants and agreements shall be binding upon and running with the respective Parcels;

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Transportation Center Owner and the City agree as follows:

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## 1. Definitions and References

1.1 Definitions. For the purposes of this Instrument, the following terms shall have the respective meanings indicated below:

**Architect:** The Bureau of Architecture of the City which has an office at 320 North Clark, Chicago, Illinois, or any architect licensed in the State of Illinois mutually selected by the Owners.

**Authority:** The Chicago Transit Authority, an Illinois municipal corporation, its successors and assigns.

**Basic Agreement:** That certain agreement entitled "Basic Agreement Concerning Acquisition of Loop Elevated Rehabilitation Project Right-of-Way, Air-Rights and Other Assets," dated as of December 30, 1984, made by and between the City and the Transportation Center Owner.

**Below Grade Vestibule:** That portion of the Pedway described in Exhibit "D".

**Building:** The Transportation Center and any other improvements located on the Property.

**Caisson Ordinance:** An ordinance enacted by the City Council of the City of Chicago on October 6, 1982 and recorded with the Cook County Recorder of Deeds on December 28, 1982 as Document No. 26450727.

**Common Facilities:** Those building elements or operational facilities which are described on Exhibit "E".

**Condemnation:** Either the permanent or temporary taking of all or any part of the Project or the voluntary sale of all or any part of the Project under the threat of a taking, all under the power of eminent domain.

**City:** The City of Chicago, a municipal corporation, and its authorized representatives, successors and assigns.

**Deed:** That certain Trustee's quit claim deed with Grant and Reservation of Easements, dated as of December 31, 1986 and recorded in the Office of the Recorder of Deeds of Cook County on April 3, 1987, as Document No. 87177014 made by the Transportation Center Owner as the Grantor and the City as the Grantee, as amended by that certain Agreement dated as of February 1, 1987, by and between the City and the Transportation Center Owner, recorded in the Office of the Recorder of Deeds of Cook County on September 21, 1987, as Document No. 87513412.

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**Documents:** The Deed, the Caisson Ordinance, the Redevelopment Agreement, the Basic Agreement and the Plans.

**Exclusive Facilities:** The Exclusive Transit Station Facilities or the Exclusive Transportation Center Facilities, or both, as the context may require.

**Exclusive Transit Station Facilities:** Those Facilities described in Exhibit "G-2" attached hereto.

**Exclusive Transportation Center Facilities:** Those facilities, if any, described in Exhibit "G-1" attached hereto.

**Free Passage Access Area (or, "Access Area"):** The Ground Level Vestibule and the Transportation Center Escalator Space.

**Ground Level Vestibule:** That portion of the Transportation Center described in Exhibit "A" to the Deed and Exhibit "P" attached hereto.

**Impositions:** All taxes whatsoever that may at any time be lawfully assessed or levied against the Property, the improvements located therein, or any part thereof or any interest therein, including but not limited to, all general and special real estate taxes and assessments or taxes assessed specifically in whole or in part in substitution of general real estate taxes any taxes levied or a charge upon the rents, revenues or receipts therefrom prior to or on a party with the interest of an Owner therein, and all ad valorem taxes lawfully assessed upon the Project Site or the improvements thereon.

**Instrument:** This Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions.

**Law(s):** All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any governmental authority or court which is now or at any time hereafter may be applicable to the Project.

**Office Building:** Approximately 585,000 square feet of office tower built in the Office Building Parcel.

**Office Building Parcel:** Lots 1 through 15 as described in the Survey.

**Office Building Lobby:** Lots 8 through 15 of the Survey.

**Owner(s):** The City or the Transportation Center Owner or both, as the context may require.

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**Parcel(s):** The Transit Station Parcel or the Transportation Center Parcel or both, as the context may require.

**Pedway:** The free-access pedestrian walkway constructed by the City beneath Lake Street to connect the Transportation Center and the State of Illinois Center as graphically depicted on Exhibit "C".

**Permitees:** The Authority and all persons or entities authorized by an Owner to enter the Property.

**Person:** An individual, partnership, association, corporation, trust, land trust, and any other form of business organization, or one or more of them, as the context may require.

**Plans:** The drawings, plans and specifications prepared by Skidmore, Owings & Merrill for the Project issued for construction purposes for the Transportation Center and the drawings, plans and specifications prepared by the Architect and issued for the construction of the Transit Station as such plans may be amended from time to time, including the final record sets of "as-built" working drawings to be prepared by the Architect upon the completion of construction of the Transit Station. Two (2) duplicate original copies of such Plans for the Transit Station are to be provided to the Transportation Center Owner, and to the Authority upon request.

**Project:** The Transportation Center Parcel, the Transit Station Parcel and the Office Building Parcel.

**Property:** All improvements and land comprising the Transportation Center Parcel and the Transit Station Parcel.

**Redevelopment Agreement:** That certain agreement dated as of December 18, 1981 by and between the City of Chicago, a public body corporate, and North Loop Transportation Center Limited Partnership, an Illinois limited partnership, as amended April 14, 1982, March 9, 1983 and February 18, 1983.

**Right-of-Way Escalator Space:** That portion of the Lake Street Right-of-Way designated on the Plans and shown in Exhibit "O" attached hereto actually occupied by and comprising a part of the Transportation Center Escalator.

**Structural Supports:** All construction elements (including without limitation, slabs, caissons, columns, beams, braces, and trusses) which are load bearing or which are necessary for structural integrity.

**Survey:** Loop Transportation Plat of Subdivision prepared by National Survey Service, Inc., delineating the Transit Station Parcel and the Transportation Center Parcel as recorded

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in the Office of Recorder of Deeds on March 12, 1986 as Document No., 86098944 and recorded in Plat Roll at Page/Jacket 2-3.

**Transit Station:** The rapid transit station to be located within the Transit Station Parcel.

**Transit Station Parcel:** The real estate legally described in Exhibit "B."

**Transportation Center:** The multiple level building constructed in substantial accordance with the Plans consisting of two levels below grade, ground floor and mezzanine levels consisting of lobby (but excluding the Office Building Lobby and the Transit Station) and commercial retail space, ten levels of public parking facilities all located on the Transportation Center Parcel.

**Transportation Center Escalator:** The escalator located within and connecting the Ground Level Vestibule and the Below Grade Vestibule leading directly into the Pedway.

**Transportation Center Escalator Space:** The space occupied by the Transportation Center Escalator as built in accordance with the Plans, and such surrounding area as depicted and cross-hatched on Exhibit "C".

**Transportation Center Lobby:** The first and second floor concourse and public lobby areas of the Transportation Center located from LaSalle Street on the West to Clark Street on the East.

**Transportation Center Owner:** The Trust and Beneficiary, either individually or collectively, as the context may require and their permitted representatives, successors, heirs and assigns.

**Transportation Center Parcel:** The real estate legally described in Exhibit "A."

## 2. Easements Appurtenant to Transit Station Parcel.

2.1 In General. Transportation Center Owner hereby grants and conveys to City the easements set forth in this Section 2 on the terms and conditions set forth in this Instrument and for the purposes set forth in this Section 2.

2.2 Construction, Storage, Repair and Maintenance. The Transportation Center Owner grants to the City a non-exclusive easement consisting solely within the Lake Street Ground Level Vestibule and such other areas of the Transportation Center Lobby that the Transportation Center Owner may reasonably designate from time to time, for the construction, maintenance, operation and reconstruction (if and when required or permitted under



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this Instrument) of the Transit Station, the Pedway, or the temporary storage of materials in connection therewith at such sites as the Transportation Center Owner shall reasonably make available therefor. The City shall not be permitted to utilize the Transportation Center Escalator for the delivery or removal of any construction materials or construction equipment or for construction staging in connection with the repair, replacement, reconstruction or maintenance of the Pedway, the Transit Station or any areas of the CTA transit station within the Lake Street right-of-way, except on a temporary basis which will not impede the use of the Transportation Center Escalator for more than three (3) hours and then solely upon the prior written consent of the Transportation Center Owner and at such times and in such manner as approved by the Transportation Center Owner. In exercising any of the rights granted under this Section 2.2, the City and its Permittees shall use due care and shall use reasonable efforts not to unreasonably interfere with the property and operations of the Transportation Center Owner and its Permittees. The City will (except in the event of emergencies) give the Transportation Center Owner reasonable notice of work which generally interferes with the property or operations of the Transportation Center Owner and, in such instances, will arrange with the Transportation Center Owner for reasonable work schedule. The City, upon completion of work, at its expense, shall promptly repair, replace or restore any property of the Transportation Center Owner which has been damaged or destroyed by the City or its Permittees in the exercise of any rights under this Section 2.2.

## 2.3 Exclusive Transit Station Facilities; Common Facilities; and Access Areas for Pedestrian Traffic and Equipment Maintenance.

(A) Exclusive and Common Facilities: The Transportation Center Owner hereby grants to the City, subject to reasonable rules and regulations of Transportation Center Owner, a non-exclusive easement in and over the Transportation Center Parcel for access to, use of and maintenance of all Exclusive Transit Station Facilities and Common Facilities.

(B) Access Areas for Pedestrian Traffic and Equipment Maintenance: The Transportation Center Owner grants to the City: (i) non-exclusive easements for access to and ingress and egress through the Transportation Center Escalator Space and the Ground Level Vestibule and the Transportation Center door between Lake Street and the Access Area for the purpose of pedestrian traffic utilization of the Pedway, the Transit Station, and the Transportation Center Escalator and for maintenance and repair of same, and any other permissible use or obligation set forth in this Instrument; and (ii) non-exclusive easements for ingress and egress through the Transportation Center Parcel for access to both the electrical equipment room on Lower Level 1 of the Transportation Center and the escalator pit area on Lower Level 2 of the Transportation Center, provided that the City provide

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reasonable notice to the Transportation Center Owner upon exercising such rights described in this Section 2.3(B)(ii).

2.4 Common Walls, Ceilings and Floors. The Transportation Center Owner hereby grants to the City a non-exclusive easement for support, enclosure, use and maintenance of those walls and horizontal slabs constructed in and along the common boundaries of the Transportation Center Parcel and the Transit Station Parcel which also serve as walls, ceilings or floors for the Transit Station.

## 2.5 Sign Easements.

(A) Exterior and Transportation Center Lobby. The Transportation Center Owner hereby grants to the City: (1) an exclusive easement for the placement, replacement and maintenance of a sign or signs, plaque or inscription on both (a) the outer facade wall of the Transportation Center facing Lake Street and forming the exterior wall of the Transit Station and solely within the exterior continuous self-illuminating sign band, and (b) the interior wall of the Transportation Center Lobby forming the exterior wall of the Transit Station solely within the interior continuous self-illuminating sign band, and (2) a non-exclusive easement for the placement, replacement and maintenance of a sign or signs, plaque or inscription upon (a) the outer facade wall of the Transportation Center facing Lake Street and forming the exterior wall of the Ground Level Vestibule solely with the self-illuminating sign band, and (b) the interior wall of the Transportation Center Lobby forming the exterior wall of the Ground Level Vestibule solely within the self-illuminating sign band. Such signs shall only contain messages related to identification of or directions to the Transit Station and the Pedway. The design, location and size of such signs shall be subject to the approval of the Transportation Center Owner. No approval by the Transportation Center Owner shall be required for signs which are within the continuous self-illuminating sign band (as shown in the Plans) and which conform to the graphic criteria set forth in Exhibit H attached hereto. City may locate within the Transit Station Parcel and the Pedway such signs of a reasonable size as are convenient for the operation of the Transit Station and the Pedway and which are intended to be viewed solely from the Transit Station or the Pedway.

## (B) Ground Level Vestibule Signs.

(1) The Transportation Center Owner hereby grants to the City an exclusive easement in those portions of the Ground Level Vestibule cross-hatched Exhibit "K" attached hereto to erect, install, repair, and maintain (a) a type 1 illuminated floor mounted sign as more fully described and depicted on Exhibit "L" which sign shall contain information solely relating to the operation of the public rapid transit system; and (b) a 2B illuminated pendent mounted sign, as

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more fully described and depicted on Exhibit "M" attached hereto, to be mounted on the ceiling above the Ground Floor Vestibule which sign shall contain only the information as shown as Exhibit "N" attached hereto.

(2) City shall install the signs at such times of the day as reasonably approved by the Transportation Center Owner and the Transportation Center Owner will not obstruct or allow the obstruction of the view to such signs. The City shall bear all the costs associated with the installation of such signs.

2.6 Utilities Easement. The Transportation Center Owner hereby grants to the City a non-exclusive easement to install, use, maintain and remove from time to time in accordance with the Plans, utilities, services, wiring, piping and other similar materials to service or benefit the Transit Station over, upon, across and through the chases, conduits, risers and shafts in and upon the Transportation Center now existing in the Transportation Center Building. If at any time it shall become necessary to relocate or add to utility easements other than as shown in the Plans or now existing in order to provide utility service for the Transit Station, the Transportation Center Owner agrees to grant such additional or relocated utility easements, provided such easements do not unreasonably interfere with the reasonable use and enjoyment of the Transportation Center Parcel for the purposes for which the Transportation Center was initially designed and constructed, and provided the City shall compensate the Transportation Center Owner for all costs incurred in such addition or relocation. Any such new or relocated utilities shall be designated on the Plans, and, if necessary the Plans shall be revised, acknowledged by both owners, and incorporated as an amendment to this Instrument.

## 2.7 Platform Easements.

(A) The Transportation Center Owner hereby grants to the City an exclusive easement (the "Platform Level Easement") solely for the purposes of ingress and egress to and from the Transit Station through the facade of the Transportation Center Building at the elevated platform level of the elevated public transit system located within the Lake Street right-of-way in the location approved by the Transportation Center Owner and as designed, constructed and maintained by the City in accordance with the Plans. Without limiting the easement rights granted or reserved in this Instrument, the easement for ingress and egress provided in this Section 2.7 may be used on a 24-hour a day basis, every day of the year.

2.8 Term. The easements granted by Transportation Center Owner to and for the benefit of the City in this Instrument shall be perpetual and shall be binding on Transportation Center Owner and its beneficiaries, heirs, successors and



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assigns, and shall benefit the City, the Authority and their heirs, successors and assigns, unless expressly provided otherwise in this Instrument.

2.9 Other Easements. The Transportation Center Owner agrees to grant to the City such other easements and licenses as may be necessary for the maintenance and operation of the Transit Station or Pedway provided that (A) such easements or licenses are not necessitated because of a use of the Transit Station for purposes other than those for which the Transit Station was initially designed and constructed; (B) such easement or license shall not (in the judgment of the Transportation Owner, which judgment shall not be unreasonably applied or delayed) unreasonably interfere with the reasonable use and enjoyment of the Transportation Center Parcel for the purposes for which the Transportation Center was initially designed and constructed, (C) the City agrees to pay its reasonable share of the costs and expenses associated therewith to the extent such matters are not resolved by the terms and provisions of this Instrument and (D) such grant shall not be expressly precluded by the terms of any other agreement made by the Transportation Center Owner prior to the date of the execution of this Instrument by the Transportation Center Owner, including but not limited to, retail space leases.

### 3. Easements Appurtenant to Transportation Center Parcel.

3.1 In general. City hereby grants and conveys to Transportation Center Owner the easements set forth in this Section 3 on the terms and conditions set forth in this Instrument and for the purposes set forth in this Section 3.

3.2 Exclusive Transportation Center Facilities; Common Facilities. The City grants to the Transportation Center Owner, subject to reasonable rules and regulations of City, a non-exclusive easement over that part of the Transit Station Parcel or the Pedway necessary for access to, use, maintenance, repair and replacement of Exclusive Transportation Center Facilities and Common Facilities.

3.3 Transportation Center Escalator Easements. The City hereby grants to the Transportation Center Owner, an exclusive easement on, over, through, within and along and across the Right-of-Way Escalator Space to construct, install, repair and maintain that portion of the Transportation Center Escalator extending from the Transportation Center Parcel into the Lake Street right-of-way. City further hereby grants to the Transportation Center Owner, its successors and assigns, a non-exclusive easement on, over, through and along and across the Below Grade Vestibule for access to install, repair and maintain the Transportation Center Escalator, provided, however, such activities do not materially impair, on other than a temporary basis reasonably necessary for the performance of such activities, the use of such

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Below Grade Vestibule for its intended use for pedestrian access to and from the Pedway.

3.4 Pedestrian Access Easements. City hereby grants to the Transportation Center Owner, a non-exclusive easement for pedestrian ingress and egress to and through the Pedway for the benefit of the Transportation Center Parcel. The terms and provisions of this Section 3.4 shall supersede the provisions of Paragraph 9 of the Basic Agreement.

3.5 Utilities. The City hereby grants to the Transportation Center Owner a non-exclusive easement to install, use, maintain and remove from time to time, in accordance with the Plans, utilities, services, wiring, piping and other similar materials to service or benefit the Transportation Center Parcel in, over, upon, across and through the chases, conduits, risers and shafts now existing in the Transit Station Parcel. If at any time it shall become necessary to relocate or add to utility easements other than as shown in the Plans or now existing in order to provide utility service for the Transportation Center Property, the City, subject to the approval of the City Council and other appropriate governmental bodies, agrees to grant such additional or relocated utility easements; provided, however, such easements do not unreasonably interfere with the reasonable use and enjoyment of the Transit Station Parcel for the purposes for which the Transit Station was initially designed and constructed, and provided the Transportation Center Owner shall compensate the City for all costs incurred in such addition or relocation. Any such new or relocated utilities shall be designated on the Plans, and, if necessary the Plans shall be revised, acknowledged by both Owners, and incorporated as an amendment to this Instrument.

3.6 Sprinkler Easements. The City hereby grants to the Transportation Center Owner a non-exclusive easement within the Lake Street right-of-way to install, use, maintain, remove and replace from time to time those pipes, sprinkler heads and other components (identified on and installed in accordance with the Plans) constituting a dry fire sprinkler system. Transportation Center Owner shall give the City reasonable notice prior to performing work under this Section 3.6, and Transportation Center Owner shall not, in exercising such rights, unreasonably interfere with the City's use of the Lake Street right-of-way or the Transit Station Parcel. In the event that the work would unreasonably interfere with the City's use of such areas, the City shall have the right to restrict such work (of a non-emergency nature) to late evening or non-peak hours.

3.7 Term. The easements granted by City to and for the benefit of Transportation Center Owner shall be perpetual and shall be binding on City and its successors and assigns and shall be for the benefit of Transportation Center Owner and its heirs,

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successors and assigns, unless expressly provided otherwise in this Instrument.

## 4. Maintenance, Repair; Real Estate Taxes.

4.1 Transportation Center Generally. Except as otherwise provided in this Section 4, Transportation Center Owner at its sole cost and expense shall maintain and operate in good and safe condition and repair the Transportation Center Parcel and all improvements located therein, and shall make all necessary repairs and replacements to the foregoing consistent with the terms of this Instrument.

4.2 Transit Station Generally. Except as otherwise provided in this Section 4, City at its sole cost and expense shall maintain and operate in good and safe condition and repair the Transit Station Parcel, and all improvements located thereon, and the Pedway, and shall make all necessary repairs and replacements to the foregoing consistent with the terms of this Instrument.

4.3 Common Facilities and Structural Supports. The Transportation Center Owner at its sole cost and expense, but subject to reimbursement as provided in Sections 4.8A(2) and 4.8A(4), shall keep and maintain in good and safe operating condition and repair the Common Facilities and all Structural Supports wherever located, and shall repair, rebuild and replace same.

4.4 Transportation Center Escalator. Transportation Center Owner at its sole cost and expense shall keep and maintain in good operation, condition and repair the Transportation Center Escalator and shall repair and replace same as necessary.

4.5 Pedway. Except as provided in this Section 4.5, the City at its sole cost and expense shall keep and maintain in good operation, condition and repair the Pedway (except the Transportation Center Escalator) and shall repair and replace same consistent with the terms of this Instrument. Notwithstanding the foregoing, the Transportation Center Owner, subject to the City reimbursement obligations set forth in Section 4.8(A)(3) hereof, shall be responsible for the day-to-day maintenance of and minor repairs to the Pedway and shall perform the following:

- (a) light janitorial service;
- (b) replacement of ballasts, lenses, tubes or bulbs in light fixtures;
- (c) periodic replacement of loose wall tiles and ceiling tiles;

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- (d) as required, interim patching of floor with respect to minor cracks or dislocations;
- (e) glass replacement;
- (f) replacement of sweeps on revolving doors;
- (g) door hinges; and
- (h) security equipment, if any, to the extent installed pursuant to the joint agreement of City and Transportation Center Owner.

The Transportation Center Owner and the City acknowledge that the State of Illinois may assume certain of the day-to-day maintenance obligations, including those obligations listed in subparagraphs (a) through (h) above and in such event the obligations of the Transportation Center Owner and the City shall be modified accordingly. The City shall provide the Transportation Center Owner with those supplies, materials, or components required to perform Section 4.5(b) herein and with those non-fungible or non-readily obtainable supplies, materials or components, including, but not limited to, ceiling tiles, wall tiles, etc. necessary to match existing supplies, materials or components. To the extent such supplies, materials or components are not supplied by the City, the Transportation Center Owner shall not be obligated to undertake maintenance or repair involving same.

#### 4.6 Exclusive Facilities.

(A) Exclusive Transportation Center Facilities. The Transportation Center Owner at its sole expense shall keep and maintain in good and safe operating condition and repair the Exclusive Transportation Center Facilities and shall repair, rebuild and replace such Exclusive Transportation Center Facilities.

(B) Exclusive Transit Station Facilities. The Transportation Center Owner shall keep and maintain in safe and good operation, condition and repair the Exclusive Transit Station Facilities and shall repair, rebuild and replace same subject to reimbursement as provided herein. The Transportation Center will obtain written approval from the City for any repair, rebuilding or replacement where the single expenditure therefor exceeds \$1,000.00. The City shall reimburse the Transportation Center owner in a manner consistent with the procedure stated in Section 4.8(D) and (E) hereof. If the City fails to comply with the reimbursement procedures stated in Section 4.8(D) and (E), the Transportation Center Owner shall have no obligation to continue to undertake the obligations set forth in this Section 4.6(B) on behalf of the City.

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4.7 Quality of Work. All work, repairs, rebuilding and replacements shall be made in accordance with the Plans or as otherwise agreed in the case of rebuilding, and in a good and workmanlike manner with the same materials, or, if the same materials are not available, with similar and compatible materials of similar quality.

## 4.8 Apportionment of Certain Costs and Expenses.

(A) Reimbursement. City shall reimburse the Transportation Center Owner for maintenance and operating costs and expenses in the amounts and in the manner provided herein:

(1) Fifty percent (50%) of actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the repair, replacement and maintenance of the Access Area as set forth on Exhibit F attached hereto.

(2) Fifty percent (50%) of actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the repair, replacement and maintenance of the Common Facilities.

(3) Fifty percent (50%) of the actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the performance of Transportation Center Owner's obligations under Section 4.5(c) through (h) hereof.

(4) Fifty percent (50%) of the actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the maintenance, repair, rebuilding or replacement of the Structural Supports which support exclusively the Transit Station.

(5) One Hundred percent (100%) of actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the repair, replacement and maintenance of the Exclusive Transit Station Facilities.

(6) One Hundred percent (100%) of the charges for air conditioning condenser water provided to the Transit Station at an initial rate of Seventy Five Dollars (\$75.00) per ton for the period from the date of execution of this Instrument to March 31, 1991, subject to annual adjustment thereafter consistent with the rate and adjustment for tenants within the Transportation Center.

(B) City Direct Payments. City shall bear the total costs and expenses of the following (or any additional) utilities, including installation and all repair and replacement costs



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of all meters furnished to the Transit Station, which shall be separately metered and billed directly to the City:

- (1) Electricity
- (2) Water

(C) For the purposes of this Section 4.8 "costs and expenses" means the total of all direct variable costs and expenses actually paid and reasonably incurred by the Transportation Center Owner for labor and materials only, consistent with sound management principles in the performance of its obligations.

(D) Reimbursement Procedure. The Transportation Center Owner shall deliver its written invoice ("Statement") to the City itemizing the costs and expenses along with actual invoices for all labor, materials, supplies and equipment involved in the work. Said invoices shall be certified as complete and correct by the Transportation Center building manager. The City shall reimburse the Transportation Center Owner within sixty (60) days after receipt of the Statement, provided the Statement is not the subject of a good-faith dispute under Section 4.8(E) hereof. The Transportation Center Owner contemporaneously with its delivery of the Statement to the City will deliver a duplicate original Statement of all such costs and expenses, except those relating to the Pedway pursuant to Section 4.5 hereof, to the Authority. Both the Transportation Center Owner and the City acknowledge that the Chicago Transit Authority is a third-party beneficiary of this Instrument will be responsible for all costs and expenses of City hereunder, except costs and expenses related to the Pedway under Section 4.5 hereof.

(E) Disputes. Each statement given by the Transportation Center Owner to City and the Authority shall be conclusive and binding on the City and the Authority unless within sixty (60) days after receipt of the Statement either the City or the Authority shall notify the Transportation Center Owner that it disputes the accuracy of the Statement. The City or the Authority shall have the right to examine the Transportation Center Owner's books and records with respect to items in the Statement during normal business hours within sixty (60) days after delivery of the Statement. If within thirty (30) days after the City's or the Authority's notification of a dispute the Transportation Center Owner and the City or the Authority fail to agree in writing upon the actual costs and expenses then the Transportation Center Owner and the City or the Authority shall jointly select an independent certified accountant, licensed in the State of Illinois, who shall prepare a report addressing the objections raised by the City or the Authority. The fees and costs of the accountant shall be paid one-half by the City or the Authority and one-half by the Transportation Center Owner, and the

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determination of the accountant shall be conclusive and binding on the Transportation Center Owner, the City and the Authority.

4.9 Separate Real Estate Tax Assessment. The Transportation Center Owner and the City have filed a Petition For Division with the Assessor Cook County and the Transportation Center Parcel and the Transit Station Parcel have been identified as separate taxable parcels to be listed on the assessment roll. It is intended that each Owner shall separately pay all real property taxes and assessments or possessory interest taxes, if any, on each Owner's respective Parcel except to the extent the Transit Station Parcel has been exempted from the payment of same. The Transportation Center Owner shall promptly pay, upon presentment by the City of the relevant tax bills, any tax imposed upon the City solely as a result of the easements granted to the Transportation Center Owner in this Instrument. The Transportation Center Owner shall promptly pay, before delinquency, all Impositions and other like charges assessed against the Transportation Center Parcel (including all improvements thereon) the nonpayment of which would give rise to a lien which would have priority over or impair the use of the easements granted under this Instrument. At the City's written request within thirty (30) days after the due date for the payment of any such Imposition the Transportation Center Owner shall provide the City with evidence of the payment of such Imposition. The Transportation Center Owner, at its sole cost and expense, may contest, in good faith, the validity, application or enforcement of any Imposition if (A) the contest shall not subject the Project (or any easement located therein) as to loss or forfeiture, and the Transportation Center Owner shall indemnify, defend and hold harmless the City from any and all liability for costs, claims, losses, fines or penalties (including reasonable attorney's fees) incurred by the City as a result of the Transportation Center Owner's contest and noncompliance, and (B) the Transportation Center Owner shall pay, under protest if necessary, all Impositions which under law must be paid pending the proceedings to contest the Imposition, and (C) upon final determination (including review or appellate proceedings) the Transportation Center Owner shall comply with any adverse decision, including the payment of any Imposition, interest, costs, fines and penalties.

## 5. Access and Notice.

5.1 Access. The City hereby authorizes and the Transportation Center Owner agrees to undertake (i) the placing of locks on the CTA's rotogate located immediately south of the north Pedway rollgate and (ii) the locking and unlocking of the CTA's rotogate and the north Pedway rollgate. The Transportation Center Owner will also be responsible for the locking and unlocking of the door connecting the Ground Level Vestibule and the Transportation Center Lobby/and to the extent installed, the gate referred to in item 10 on Exhibit "E". All such means of access to the Pedway described above are hereinafter referred to as the

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"Access Points". The Transportation Center Owner will keep all such Access Points open on weekdays during the normal operating hours of the Transportation Center, which currently are between the hours of 6:30 a.m. and 6:00 p.m. At all other times, the Transportation Center Owner will ensure that such Access Points remain locked. The Transportation Center Owner shall work with the entity managing the State of Illinois Center building to coordinate the closing and locking of all gates and doors giving access to the Pedway at the same time to avoid locking any person in the Pedway. The City, Authority and Transportation Center Owner shall agree to the hours of and manner of locking and controlling access through the door connecting the Ground Level Vestibule and Lake Street.

5.2 Reasonable Notice; Emergency Access. Whenever this Instrument provides that reasonable notice is to be given with respect to entry or the commencement of work, such notice under ordinary circumstances shall be in writing given not less than two (2) business days prior to the entry or commencement of work. Provided, however, that in the event that an emergency arises such that the giving of such notice may result in damage or destruction of property or injury to or death of any person, reasonable notice shall be such notice as is reasonable under the circumstances. In case of any emergency requiring entry or commencement of work prior to notice, notice by telephone shall be given as soon after entry or the commencement of work as is reasonably practicable under the circumstances.

## 6. Restrictions.

6.1 Vending. The City may permit the installation of coin-operated and transit related vending machines such as for tokens or tickets, and other vending machines customarily located in transit stations, but neither the City nor the Authority shall permit the installation of concession stands in the Transit Station or other vending machine or machines except as permitted herein. In any event, an Owner's leasing of concession space may not unreasonably interfere with pedestrian traffic and use of any easement granted or reserved to the other Owner under this Instrument.

6.2 No Overloading. Each Owner covenants and agrees that it will not permit those portions of the Building constructed on its Parcel to be used or occupied so as to exceed the load bearing capacity of any Structural Supports or any other portion of the Property (or easement area existing under the Caisson Ordinance) on which such portion is dependent for support.

6.3 Alterations. Each Owner shall have the right to alter the portion of the Building within its Parcel, and the City shall have the right to alter the Pedway, provided all such

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alterations do not materially interfere with the rights granted or reserved by the Documents.

6.4 Rules and Regulations; Security Measures. Neither Owner shall permit loitering or persons or activities constituting security risks in either the Access Area or the Pedway, except where such persons or activities are authorized by Law. The Transportation Center Owner, in its sole discretion may prescribe rules and regulations and take security measures in all other portions of its Parcel to protect persons and property, provided that such rules, regulations and measures do not unreasonably impair an Owner's operations or the easement rights granted to an Owner. The City, in its sole discretion, may prescribe rules and regulations and take security measures within the Pedway and in the Transit Station to the extent permitted by Law, provided that such rules, regulations and measures do not unreasonably impair an Owner's operations or the easement rights granted to an Owner.

6.5 Safety Matters and Precautions. Each Owner shall take all safety measures and precautions reasonably necessary to prevent injury or damage to person or property due to the performance or non-performance of duties and obligations under this Instrument.

## 7. Remedies.

7.1 Failure of Performance. If an Owner is not in compliance with any of its duties or obligations under this Instrument, the other Owner may at any time give a written notice to the Owner in non-compliance setting forth the specific facts giving rise to such non-compliance. If the non-compliance is not corrected within thirty (30) days of the receipt of the notice, or if the non-compliance is such that it cannot reasonably be corrected in thirty (30) days and the Owner in non-compliance is not diligently pursuing correction of the non-compliance, then the Owner giving notice may but shall not be obligated to correct the non-compliance, provided, however, that reasonable notice, including telephonic notification, shall be required in an emergency situation. The non-complying Owner shall reimburse the Owner giving notice for all reasonable costs incurred in performing the duties or obligations consistent with the manner set forth in Section 4.8(D) and (E) hereof (the rights and obligations of the Transportation Center Owner and the City shall be reciprocal).

7.2 Other Remedies. In addition to the procedures set forth in Section 7.1, each Owner shall have the right to pursue all other remedies available at law or in equity, including the right to specific performance. However, in no event shall either Owner be entitled to terminate, cancel or rescind any provision of this Instrument, except pursuant to Section 13.5.



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## 8. Condemnation.

(A) In the event of a Condemnation of one or more of the Parcels, the Owners shall each be compensated for their respective interests as provided by Law.

(B) In the event of a Condemnation of a Parcel which affects any easement or right granted under the Documents benefitting the other Owner, the Owner of the Parcel subjected to Condemnation shall attempt to protect, restore or substantially replace the easement or rights of the other Owner affected by the Condemnation, at the cost and expense of the Owner of the condemned Parcel. If the Owner of the condemned Parcel is able to do so to the reasonable satisfaction of the Owner benefitted by the affected easement or rights, then the benefitted Owner shall provide the Parcel Owner with written consent to such protection, restoration or replacement. Upon actual completion of such protection, restoration or replacement, the Owner of the condemned Parcel shall be entitled to the entire award or compensation for the Condemnation. If the Owner of the condemned Parcel is unable to protect, restore or replace to the reasonable satisfaction of the benefitted Owner, the Owners shall each be compensated for their respective interests in such Parcel as provided by Law.

## 9. Indemnification, Insurance, Liens.

9.1 Indemnity. Each Owner shall indemnify, defend, keep, save and hold harmless the other Owner and the other Owner's Indemnitees against all claims, judgments, settlements, losses, damages, demands, actions, suits, costs, liabilities and expenses including reasonable attorney fees, arising from or as a result of the loss of life or injury of any person or the damage or destruction of property arising out of or in connection with the performance or non-performance of any duty or obligation under this Instrument, except solely to the extent that such is the result of or based on any negligent, reckless, willful or wanton, or intentional tortious conduct, error or omission of the other Owner, or its agents, officers or employees. For purposes of this Section 9.1, "Indemnitees" shall mean (a) in the case of the City: its agents, officers and employees; and the Authority and its agents, officers and employees; (b) in the case of the Transportation Center Owner: the Trust, its agents, officers, and employees; the Beneficial Owner, its partners, agents, officers and employees; and the Building Manager; and (c) the respective agents, officers, employees, partners, shareholders and directors from time to time of all of the above entities.

### 9.2 Insurance.

(A) Transportation Center Owner. The Transportation Center Owner shall procure and maintain at all times, at Transportation Center Owner's own expense, the types of insurance specified below, with insurance companies authorized to do such



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business in the State of Illinois and reasonably acceptable to the City covering all operations under this Instrument, whether performed by the Transportation Center Owner or by contractors.

The kinds and amounts of insurance required are as follows:

(1) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the Transportation Center Owner. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(2) Commercial Liability Insurance. Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors, and contractual liability coverages are to be included. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(3) Railroad Protective Liability Insurance. In addition to the above, when any work is to be done adjacent to or on transit property, such that the work is not covered by the above Commercial Liability Insurance, the Transportation Center Owner shall provide, with respect to the operations that the Transportation Center Owner or contractors perform, Railroad Protective Liability Insurance (AAR-AASHTO or RIMA form) in the name of transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$5,000,000 annual aggregate may apply. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(4) Automobile Liability Insurance. When any motor vehicles are used in connection with the obligations

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to be performed by Transportation Center Owner, the Transportation Center Owner shall maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligation's under this Instrument.

(5) Professional Liability. When any architects, engineers, or consulting firms perform work in connection with this Instrument, the Transportation Center Owner shall use reasonable efforts to be named as an additional insured on such architect, engineer, or consulting firms' Professional Liability insurance policy with limits of \$500,000. In the event the Transportation Center Owner is covered by such Professional Liability insurance, the Transportation Center Owner shall cause the City to be named as an additional insured.

(6) Valuable Papers Insurance. When any plans, designs, drawings, specifications and documents are produced or used under this contract, the Transportation Center Owner shall obtain valuable papers insurance in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

The Transportation Center Owner will furnish the City copies of Certificates of Insurance evidencing coverages as stated below. The Certificates of Insurance shall contain a contract description, policy numbers, expiration dates, limits of liability, and shall be signed by an authorized agent of the insuring company or its agent.

The insurance shall provide for thirty (30) days' prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

With respect to renewals and to the extent possible, Transportation Center Owner shall provide the City with details of renewal coverage.

The City shall have no responsibilities whatsoever to Transportation Center Owner with respect to any insurance coverage, its procurement or the absence thereof, other than those expressly set forth herein.

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Transportation Center Owner expressly understands and agrees that any insurance protection furnished by Transportation Center Owner hereunder shall in no way limit its responsibility to indemnify and save harmless the City under Section 9.1 above.

The Owners agree to modify, delete, alter or change these requirements as is necessary in order to maintain insurance that is commercially reasonable.

(B) City. The City hereby acknowledges that it is duly self insured in compliance with all Laws, and will take all reasonable actions to remain so at all times. The City also acknowledges that its duties and obligations under this Instrument constitute unlimited general obligations supported by the full faith and credit of the City.

9.3 Liens. Neither Owner shall permit or suffer any lien to be put upon, arise, or accrue against the Transportation Center Parcel or the Transit Station Parcel in favor of any person furnishing either labor or materials in any work performed on the Property. In the event any mechanic's, materialman's or other statutory lien is filed against an Owner's Parcel or against the funds of any Owner, and the other Owner has or is alleged to have requested the labor or materials giving rise to such lien, the Owner requesting or purportedly requesting labor or materials shall cause such lien to be paid and discharged as of record within ninety (90) days after the filing of the lien, but in no event later than ten (10) days after the notice of commencement of foreclosure proceedings of such lien. Each Owner shall have the right to contest the validity, amount or applicability of any such lien by appropriate legal proceedings. If the Owner is prosecuting the contest in good faith and in a timely manner, and if the contesting Owner agrees to furnish a bond or indemnify the other Owner in a manner acceptable to the other Owner, then the requirement to cause the lien to be paid and discharged shall be suspended until the completion of the contest proceedings. For purposes of this Section, an acceptable bond or indemnity shall include, in the case of a lien on a Parcel, inducements which cause the other Owner's title insurer to provide title coverage over such Lien, together with an agreement by the requesting Owner to indemnify the other Owner for all expense incurred as a result of such lien or contest. Within twenty (20) days of the completion of such contest, the Owner shall cause the lien, if any, to be paid or discharged of record, in accordance with the final judgement or decree of the contest, or any settlement in lieu of such judgment or decree.

10. Estoppel Certificates. Each Owner shall, from time to time, within ten (10) days after written request from the other Owner execute, acknowledge and deliver to the requesting party, a certificate stating:

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(A) That the terms and provisions of this Instrument are unmodified and are in full force and effect or, if modified, identifying such modifications;

(B) Whether it has knowledge of any existing disputes or uncured default under this instrument, and, if so, specifying the nature and extent of such dispute or default;

(C) Whether any sums are due from or unpaid to the requesting party or are subject of offset, and if so, the amount and reason therefor;

(D) The total amount of all liens being asserted under this Instrument by the certifying party against the requesting party;

(E) Such other matters relating to this Instrument as are reasonably requested.

11. Force Majeure. An Owner shall not be deemed in violation of or non-compliance with this Instrument due to delay in performance or non-performance of its duties and obligations under this Instrument caused by or due to strike, war or act of war, insurrection, riot, act of public enemy, accident, fire, flood, or other act of God or by other events to the extent such events are caused by circumstances beyond the control of such Owner ("Unavoidable Delay"). As to those obligations that the City will have passed on to the Authority, the Unavoidable Delay of the Authority shall constitute that of the City. In the event that Unavoidable Delay affects only part of an Owner's ability to perform, such Owner shall perform its obligations to the extent practicable. The excuse of Unavoidable Delay under this Instrument shall be available to an Owner only where and to the extent that such Owner shall promptly, upon the discovery of the Unavoidable Delay, notify the other Owner in writing of the nature, extent and expected duration of the Unavoidable Delay, its effect on performance under this Instrument, and any substantial change in the foregoing of which such Owner has previously given notice.

## 12. Notices and Approvals.

12.1 Notices to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as "notice") that an Owner is permitted or required to give or make or communicate to the other Owner shall be in writing and shall be given or made or communicated by personal delivery or by United States certified mail, return receipt requested, postage prepaid addressed as follows:

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If To the Transportation Center Owner:

American National Bank and Trust Company of  
Chicago as Trustee Under Trust No. 52947  
dated June 18, 1981:

33 North LaSalle Street  
Chicago, Illinois 60690  
Attn: Land Trust Department

AND North Loop Transportation Limited Partnership  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606  
Attention to: Richard S. Rosenstein

with a copy to:

Stein & Company Management, Inc.  
227 West Monroe Street  
Suite 3400  
Chicago, Illinois 60606  
Attention to: Michael Adler

If to the City:

City of Chicago  
Department of Public Works  
320 N. Clark  
Room 411  
Chicago, Illinois 60606  
Attention to: Bureau of Transportation Planning  
and Programming

with a copy to:

Chicago Transit Authority  
Merchandise Mart Plaza  
Chicago, Illinois 60654

Any Owner may designate a different address from time to time, provided however it has given at least ten (10) days written notice in advance of such change of address.

12.2 Reasonableness. Unless otherwise stated, where approval or consent of an Owner is required under this Instrument, the approval shall not be unreasonably withheld or denied.

### 13. Miscellaneous.

13.1 Severability. If any provision of this Instrument shall, to any extent, be invalid or unenforceable, the remainder of this Instrument (or the application of such provision to



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persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Instrument shall be valid and enforceable to the fullest extent permitted by law.

13.2 Governing Law. This Instrument shall be construed and governed in accordance with the Laws of Illinois.

13.3 No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this Instrument nor any act of any Owner shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners, and no provisions of this Instrument are intended, except with respect to the Authority, to create or constitute a third party benefits.

13.4 Mutuality; Reciprocity; Runs With Land; Successors and Assigns. This declaration and grant of easements is made for the direct, mutual and reciprocal benefit of every part of the Property, and shall create mutual equitable servitudes upon every part of the Property for the benefit of every part of the Property. All rights, title and privileges, including all benefits and burdens, provided in this Instrument shall run with land and shall be binding upon, inure to the benefit of and be enforceable by the Owners, and their respective grantees, successors and assigns.

13.5 Amendments. This Instrument may be amended, changed, modified or cancelled only by a written instrument signed by both the Owners or their respective successors and assigns recorded with the Recorder of Deeds of Cook County, Illinois.

13.6 Counterparts. This Instrument may be signed in several counterparts, each of which shall be deemed an original. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Instrument.

### 13.7 Priority of Liens.

(A) The Transportation Center Owner shall take all actions necessary to ensure that this Instrument and the rights, privileges and easements granted under it shall, in all events, be superior and senior to any lien presently existing on the Property, including that of a Mortgage as defined below. The Transportation Center Owner shall take all actions necessary to have the CONSENT OF MORTGAGEE attached as Attachment A duly executed and recorded making the Mortgage defined therein subordinate to this Instrument. This Instrument and the rights, privileges and easements granted under it shall in all events be superior and senior to any lien, including that of a Mortgage, hereafter placed on the Property to the extent permitted by Law.

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(B) Nothing herein contained shall restrict an Owner's rights from time to time to mortgage all or any part of its Parcel together with the easements appurtenant thereto granted under this Instrument. The term "Mortgage" as used herein shall mean any mortgage or any mortgage by way of trust deed in either case given primarily to secure the repayment of money owed by the mortgagor, and the term "Mortgagee" shall mean the mortgagee under any such Mortgage or the beneficiary under any such trust deed or anyone acquiring title by or through such Mortgagee or beneficiary (including nominees or purchasers at foreclosure sales). The Owners agree to accept performance by any such Mortgagee of any covenant, condition or agreement on their respective part to be performed hereunder with the same force and effect as though performed by the party obligated for such performance.

## 12.8 Conformity to Law.

(A) Both Owners shall comply with all applicable Laws.

(B) In the event either Owner receives a notice from any governmental agency or authority to the effect that the Owner so notified is in violation of any Law with respect to any part of the Property, the Owner receiving such notice shall promptly transmit a copy thereof to the other Owner.

(C) Each Owner, at its sole expense, shall promptly comply or cause compliance with all Laws for which it has responsibility under the Documents. Either Owner shall have the right, after prior notice to the other, to contest by appropriate legal or administrative proceedings diligently conducted in good faith, in the name of itself or the other Owner, the validity or application of any Laws and may delay or avoid compliance therewith until a final decision has been rendered in such proceedings and appeal therefrom is no longer possible, provided that such delay shall not render the Property or any part thereof liable to forfeiture, involuntary sale or loss, result in involuntarily closing the business conducted thereon, impair operation or hinder use of the Property by the Owners or their Permittees, or subject the other Owner to any civil, criminal or quasi-criminal liability. The other Owner shall cooperate to the fullest extent necessary with the contesting Owner in any such proceeding but shall not be required to expend any funds in so doing.

13.9 No Joinder, Consent or Approval Required. Any amendment, modification, consent, notice, election, release, grant, revocation or confirmation required or permitted hereunder shall be sufficient if executed by the Owners (or by an Owner if execution by both Owners is not required), and shall not require as a condition of its effectiveness or validity the consent, joinder, approval or acknowledgement of any Permittee, licensee, occupant or other person purporting to have an interest in the Project Site.

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13.10 Tenant Leases. Both the Transportation Center Owner and the City hereby agree to place a provision in every lease of a Parcel or a portion of a Parcel executed after the recording of this Instrument, under which provision the lessee acknowledges that its rights under such lease are subject and subordinate to this Instrument and any revision to it duly executed by the Owners.

13.11 Enforcement of Caisson Ordinance. The Transportation Owner and the City each agree to cooperate with the other in the preservation or enforcement of the other Owners rights under the Caisson Ordinance. To that end, if the enforcement of the Caisson Ordinance by one Owner requires the second Owner to be named as an indispensable party, the second Owner agrees to join in any such enforcement of the Caisson Ordinance for the benefit of the first Owner.

13.12 Integration of Documents. Except as otherwise provided in Section 3.4 of this Instrument, to the extent this Instrument or the Basic Agreement is inconsistent with the terms and provisions of the Deed, the Deed shall prevail; the terms and provisions of the Basic Agreement shall prevail over the terms and provisions of this Instrument.

13.13 Third Party Rights in Authority; Operating and Maintenance Agreement. The Owners acknowledge and agree that the obligations of the Transportation Center Owner under this Instrument are expressly intended to benefit the Authority in its operation of the Transit Station. Accordingly, the Authority, only as a third-party beneficiary, may enforce the provisions of this Instrument against the Transportation Center Owner to the fullest extent permitted by Law. The City and the Authority have agreed to enter into an Operating and Maintenance Agreement in which the City will assign to the Authority responsibility for certain obligations set forth in this Instrument relating to the Transit Station and the Access Area. The City agrees to include language to assure that the Trust and Beneficial Owner will be deemed express and intended third party beneficiaries of all such responsibilities undertaken by the Authority. The Trust or Beneficial Owner may at its election then proceed against the City, the Authority or both subject to any applicable grace or cure provisions set forth in this Instrument.

## 14. Limitations on Liability.

14.1 Trust No. 52947. This Instrument is executed by the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as trustee under the trust agreement dated June 18, 1981 and known as Trust No. 52947, as aforesaid. All the covenants and conditions to be performed by it hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it by reason of any of the covenants or agreements contained

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herein. The Owner of any indebtedness of, or right accruing against such trustee shall look solely to the property which is the subject matter of such Trust for the payment or enforcement thereof.

14.2 Beneficial Owners. This Instrument is executed by the Beneficial Owner solely for the purpose of agreeing to be responsible for undertaking and performing all duties and obligations of the Transportation Center Owner that the Trust cannot or will not undertake or perform either under the terms of the Trust, due to the limitations under this Instrument, or as otherwise provided by Law. The Trust, the City and the Beneficial Owner each acknowledge that no personal monetary liability shall be asserted or enforceable against the Beneficial Owner, its successors and assigns beyond the interest of the Beneficial Owner in the Trust, the Property and the Project. The City, its successors and assigns shall look solely to such interest for the performance, enforcement or satisfaction of any such monetary liability.

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IN WITNESS WHEREOF, the parties hereto have executed this Instrument the day and year first above written.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not individually but as  
Trustee under Trust No. 52947

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

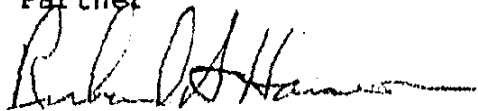
By:

  
\_\_\_\_\_  
IVS (title)  
Second Vice President

NORTH LOOP TRANSPORTATION CENTER  
LIMITED PARTNERSHIP (In accordance  
with Section 7.3(B))


By: RICHARD A. STEIN DEVELOPMENT  
COMPANY, INC. a General  
Partner

By:

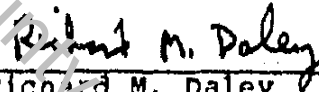
  
\_\_\_\_\_  
Richard A. Hanson, President

CITY OF CHICAGO

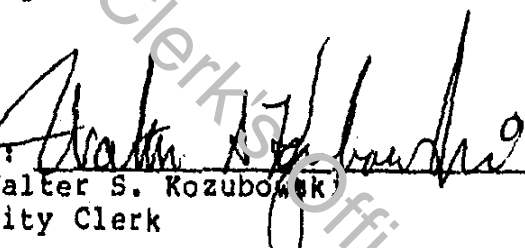
Approved:

  
\_\_\_\_\_  
David R. Mosena  
Commissioner,  
Department of Planning


By:

  
\_\_\_\_\_  
Richard M. Daley  
Mayor

ATTEST:

  
\_\_\_\_\_  
Walter S. Kozubowski  
City Clerk

Approved:

  
\_\_\_\_\_  
David S. Williams,  
Commissioner,  
Department of Public Works

Approved as to form and legality:

  
\_\_\_\_\_  
Assistant Corporation Counsel

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ACKNOWLEDGEMENT OF SIGNATURES  
FOR TRANSIT STATION OWNER

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK     )

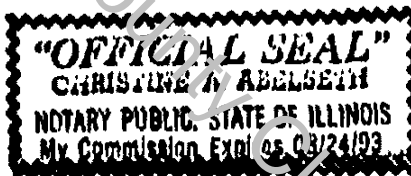
I, CHRISTINE A. ABELSETH, a Notary Public, in and for such County in the State aforesaid, do hereby certify, that WALTER S. KOZUBOWSKI, who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument as the City Clerk of the City of Chicago, appeared before me this day in person and acknowledged that he signed and delivered the aforesaid Instrument as his own free and voluntary act and as the free and voluntary act of such City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of May, 1990.

Christine A. Abelseth

My Commission expires:

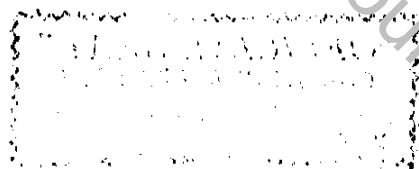
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Attachment "A"  
to  
Joint Declaration

## CONSENT OF MORTGAGEE

Canadian Imperial Bank of Commerce, a Canadian chartered bank, holder of a mortgage on the Transportation Center Property dated as of April 30, 1990, and recorded as Document No. 90207126 in the Office of the Recorder of Deeds in Cook County, Illinois, hereby consents to the provisions of and the recording of the attached Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions ("Joint Declaration") and agrees that said mortgage is subject to the provisions set forth in said Joint Declaration granting certain easements, as more fully described therein, to the City of Chicago and its successors and assigns.

IN WITNESS WHEREOF, Canadian Imperial Bank of Commerce has caused this Instrument to be signed by its duly authorized officers on its behalf on this 14th day of May, 1990.

CANADIAN IMPERIAL BANK OF COMMERCE,  
a Canadian chartered bank

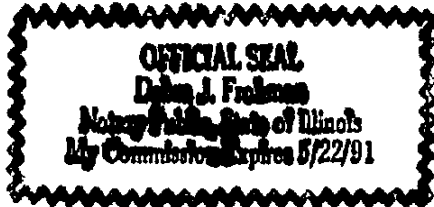
By: Keith J. Oglesbee  
Name: Keith J. Oglesbee  
Title: Vice President

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing Consent of Mortgagee was acknowledged before me this 14th day of May, 1990, on its behalf by Keith J. Oglesbee, Vice President of Canadian Imperial Bank of Commerce.

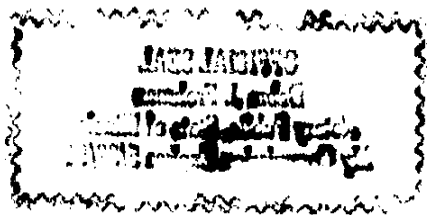
John J. Johnson  
(Notary Public)

My Commission Expires  
on 5/22/91



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Exhibit "A"      Legal Description of Transportation Center Parcel

LOT 27 IN LOOP TRANSPORTATION CENTER SUBDIVISION, A RESUBDIVISION OF PART OF BLOCK 18 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Exhibit "B"      Legal Description of Transit Station Parcel

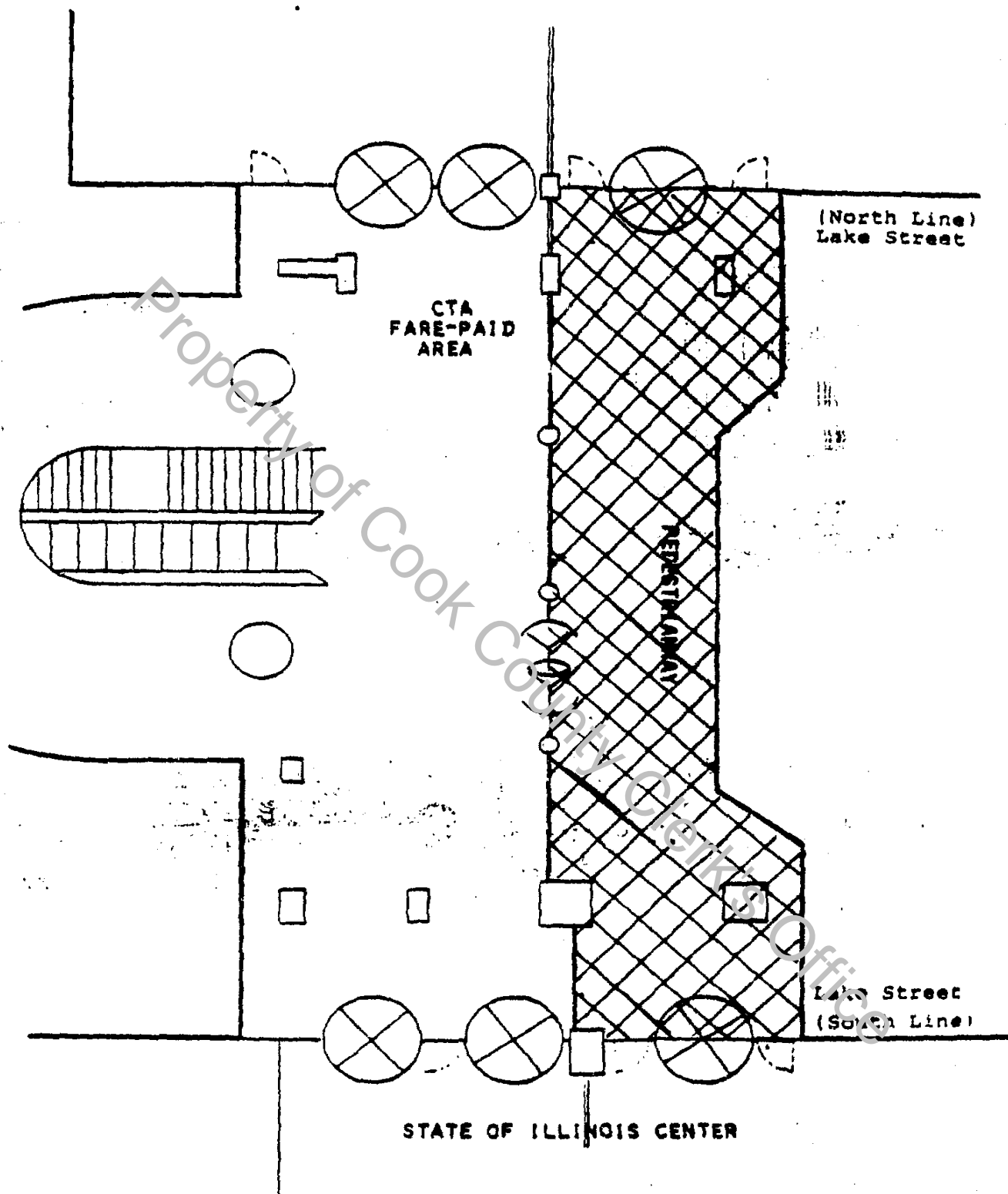
LOTS 16 TO 26, BOTH INCLUSIVE, IN LOOP TRANSPORTATION CENTER SUB-DIVISION, A RESUBDIVISION OF PART OF BLOCK 18 IN THE ORIGINAL TOWN OF CHICAGO, IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## TRANSPORTATION CENTER

EXHIBIT C  
PEDWAY

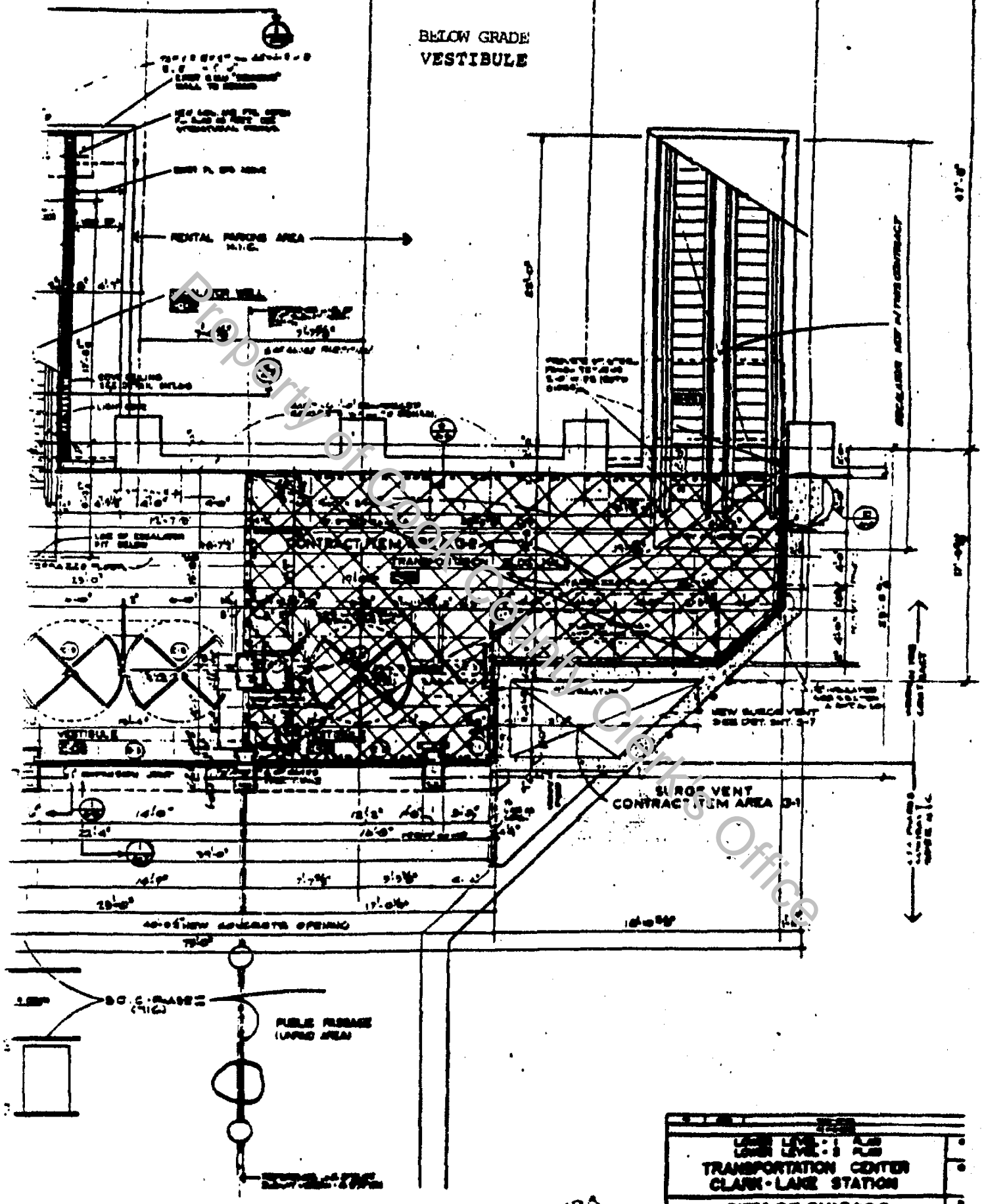


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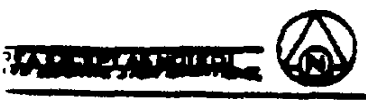
EXHIBIT "D"

BELOW GRADE VESTIBULE



90249524

LEVEL: 1 PLUS LEVEL: 1 PLUS <b>TRANSPORTATION CENTER</b> <b>CLARK-LAKE STATION</b> CITY OF CHICAGO HAROLD WASHINGTON MARCH DEPARTMENT OF PUBLIC WORKS S. A. GIBSON, CHIEF ENGINEER BUREAU OF ARCHITECTURE 6000 S. WASHINGTON ST. CHICAGO, ILL. 60637
--



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9 0 2 4 9 5 2 4

## EXHIBIT E

TO

### JOINT DECLARATION

#### "COMMON FACILITIES"

1. Condenser water line running to agent booth.
2. Fire system sprinkler lines (wet) on ground floor and mezzanine level.
3. Fire system sprinkler lines on below ground level servicing dry fire sprinkler system.
4. Those portions of the exterior curtain wall (including all glass, metal work, ornamental work and sign band areas) of the Loop Transportation Center located immediately adjacent to and forming the exterior wall of both the Transit Station and the Ground Level Vestibule.
5. Those interior walls (including all glass, metal work, ornamental work and sign band areas) immediately adjacent to the Transit Station and the Ground Level Vestibule and separating the Transit Station and the Ground Level Vestibule from the Transportation Center Lobby.
6. Access doors (and door frames and related hardware) to Lake Street from the Ground Level Vestibule.
7. Access doors (and door frames and related hardware) to the Transportation Center Lobby from the Ground Level Vestibule.
8. All flooring material within the Access Area.
9. All additional interior walls other than those described in items 4 and 5 above enclosing the Access Area and wall cladding materials placed on such walls.
10. Floor to ceiling framing or partitioning and gate installed within the Access Area to limit access to the Transportation Center Escalator during non-operating hours in the event such access must be controlled during hours that Lake Street access doors must remain open to provide access to Transit Station.
11. Electrical heating systems (including, covers, elements and related conduit, wiring and related equipment adjacent to curtainwall within the Access Area.
12. Ceiling grid, ceiling tile and ceiling lighting within the Access Area.

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## EXHIBIT F

TO

### JOINT DECLARATION

#### SHARED ACCESS AREA OPERATIONAL COSTS

1. Floor mats.
2. Electricity (lighting and heating).
3. Light bulbs.
4. Janitorial services.
5. Interior window washing.
6. Cleaning or painting and other maintenance of wall surfaces in excess of normal janitorial services.
7. Portion of costs of security guard patrol to which Owners mutually agree.
8. Cost of equipment, installation and operation and maintenance and repair of any security systems (such as video cameras, etc.) installed by the mutual agreement of the Transportation Center Owner and the City.

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EXHIBIT G-1

TO

JOINT DECLARATION

## EXCLUSIVE TRANSPORTATION CENTER FACILITIES

1. Exhaust ducts from Suite G-5.
2. One one-half inch electric line running from fan box over Transportation Center Lobby door through the Transit Station in to the Transportation Center Lobby ceiling.
3. Drain line from Suite M5A.

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9 9 2 4 9 5 2 4

EXHIBIT G-2

TO

JOINT DECLARATION

## EXCLUSIVE TRANSIT STATION FACILITIES

1. Electrical conduits from lower level 2 electric vault to Transit Station (and electric meter or meters, if any, to the extent installed in connection with such electric service at any area within the Transportation Center Building).
2. Domestic water line serving Transit Station sink and wash-room originating in ceiling of tenant space G-7 and G-8 (combined) and running to Transit Station.

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9 0 2 4 9 5 2 4

## EXHIBIT H

TO

### JOINT DECLARATION

#### SIGNAGE CRITERIA

1. All signs shall be submitted in quadruplicate with shop drawing layouts to insure compliance with the signage standards set forth herein.
2. All signs are also subject to the approval of the Commissioner of the City of Chicago, Department of Planning, in accordance with the Planned Development governing the Project.
3. On the exterior continuous self-illuminated sign band, all copy shall be white lighted letters having a blue opaque background only. No other colors shall be used.
4. The use of corporate logos, logotypes, shields, crests, logos or insignia identifying major tenants will be permitted on exterior signs; however, subject to the prior, reasonable approval of the Transportation Center owner and provided such corporate logos, logotypes, shields, crests, logos or insignia shall not exceed the height requirements for sign letters.
5. All exterior signs and identifying marks shall be within the limitations of the sign fascia panel, sign panel and applied signs.
6. All signs shall be limited to business identification only.
7. The following types of signs or sign components are prohibited:
  1. Moving or rotating, action, exposed neon or audible signs.
  2. Signs employing moving, flashing and/or colored lights.
  3. Signs employing exposed raceways, ballast boxes, transformers or other electrical connections.
  4. Commercial signs exhibiting retail items.
  5. Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.
  6. Signs employing painted or non-illuminated letters not described herein.



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9 0 2 4 9 5 2 4

7. Signs of box or cabinet type, employing transparent, translucent or luminous plastic background panels.
8. Signs employing luminous-vacuum formed type plastic letters.
9. Cloth, wood, paper, cardboard signs, stickers, decals or painted signs on exterior surfaces.
10. Signs employing noise making devices and components.
11. Signs, letters, symbols, or identification of any nature painted directly on the exterior or interior surfaces, except as stated herein.
12. Free-standing signs.
13. Signs employing unedged or uncapped plastic letters or letters with no returns that may have exposed fastenings.
14. Rooftop signs.
15. Signs at the rear of the Building, parking areas, parking ramps, general public spaces or receiving/loading areas.

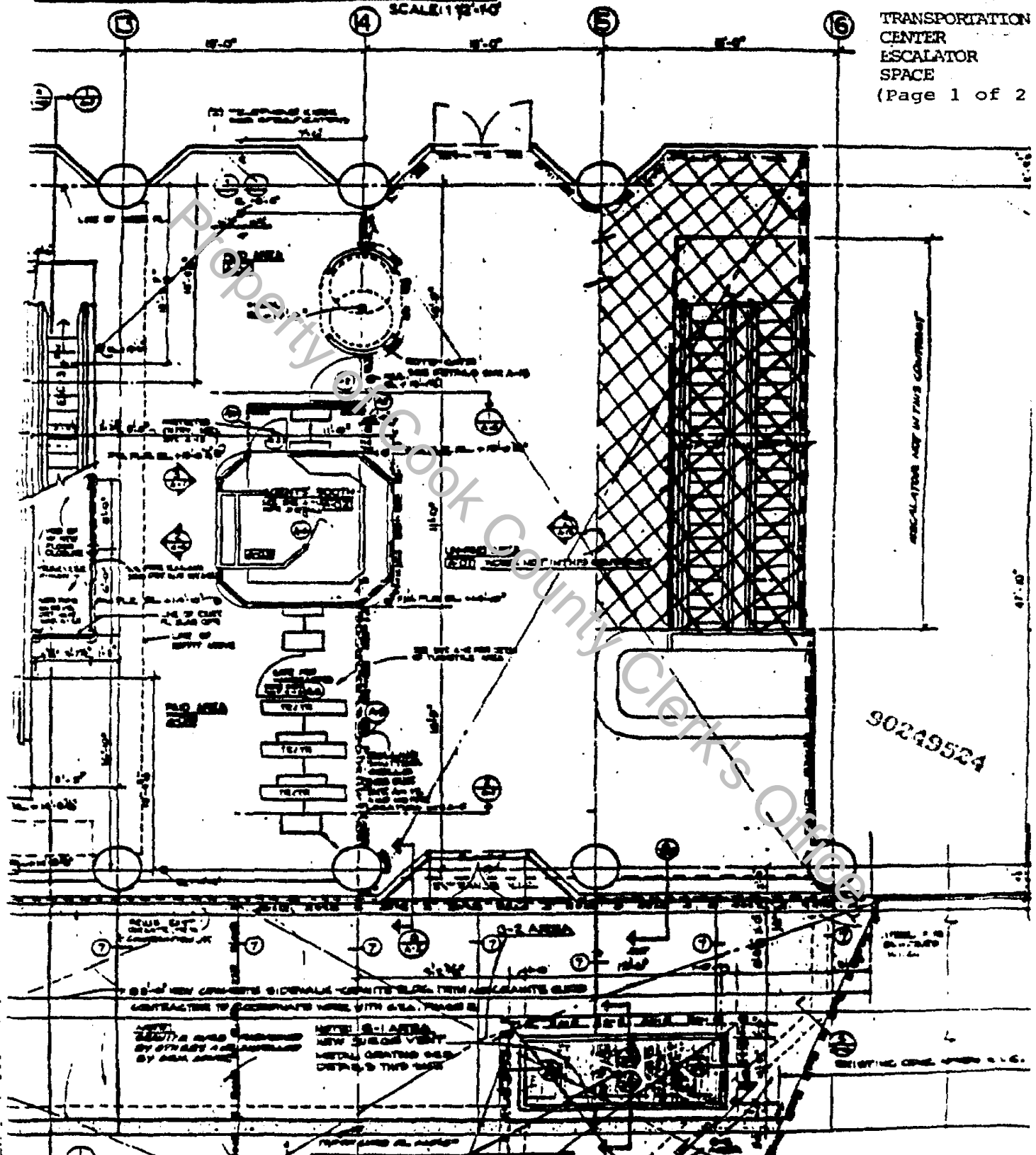
WHITE CURB TRIM and GRATING DETAILS

SCALE 1/2"=1'-0"

EXHIBIT "J"

TRANSPORTATION CENTER  
ESCALATOR  
SPACE

(Page 1 of 2)



FLOOR PLAN  
 NOTE: CONTRACT AREA EXCEPT AS NOTED.  
 ALL DIMENSIONS SHOWN ARE APPROXIMATE.

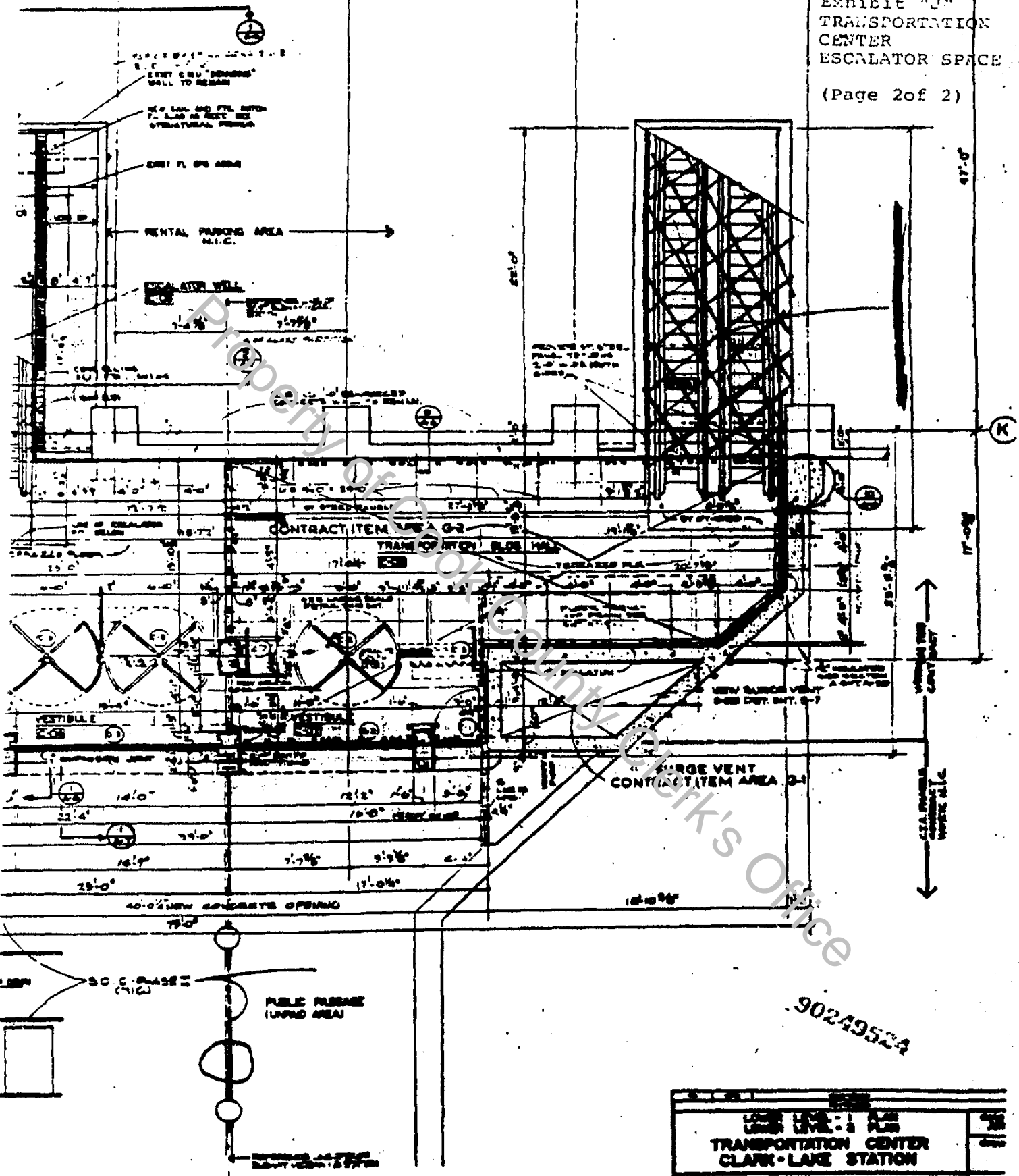
NOTE: G-2 AREA  
 SIDEWALK AND CURB  
 SHALL BE CONCRETE  
 G-2 AREA SHALL  
 BE VENT STRUCTURE  
 AND GRATING AND  
 CURB SHALL BE  
 CONCRETE.

G-2 AREA SIDEWALK AND CURB SHALL BE CONCRETE G-2 AREA SHALL BE VENT STRUCTURE AND GRATING AND CURB SHALL BE CONCRETE.	
TRANSPORTATION CENTER ESCALATOR SPACE CLARK-LANE STATION	
CITY OF CHICAGO HAROLD WASHINGTON, MAJOR DEPARTMENT OF PUBLIC WORKS 100 N. WASHINGTON ST. CHICAGO, ILL. 60602	
BUREAU OF ARCHITECTURE 100 N. WASHINGTON ST. CHICAGO, ILL. 60602	

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TOP VIEW ELECTRICAL WORK AT LOWER LEVEL 1  
AND VIEW ELECTRICAL WORK AT UPPER LEVEL 1  
ALL WORK SHALL BE IN ACCORDANCE WITH THE  
CITY OF CHICAGO ELECTRICAL CODE AND ALL APPLICABLE  
REGULATIONS AND ORDINANCES.

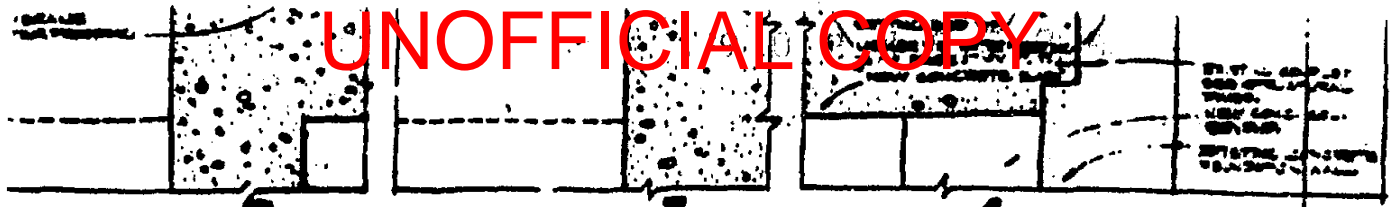
Exhibit "J"  
TRANSPORTATION  
CENTER  
ESCALATOR SPACE  
(Page 2 of 2)



LOWER LEVEL - 1 PLAN UPPER LEVEL - 2 PLAN <b>TRANSPORTATION CENTER</b> <b>CLARK-LAKE STATION</b>		SHEET 201 OF 201
CITY OF CHICAGO HAROLD WASHINGTON, MAYOR DEPARTMENT OF PUBLIC WORKS CHIEF, CLERK BUREAU OF ARCHITECTURE 300 N. LAUREL ST. CHICAGO, ILL.		

ADDITIONAL NOTES:  
1. SEE SHEET 201 FOR CONTRACTOR'S WORK.

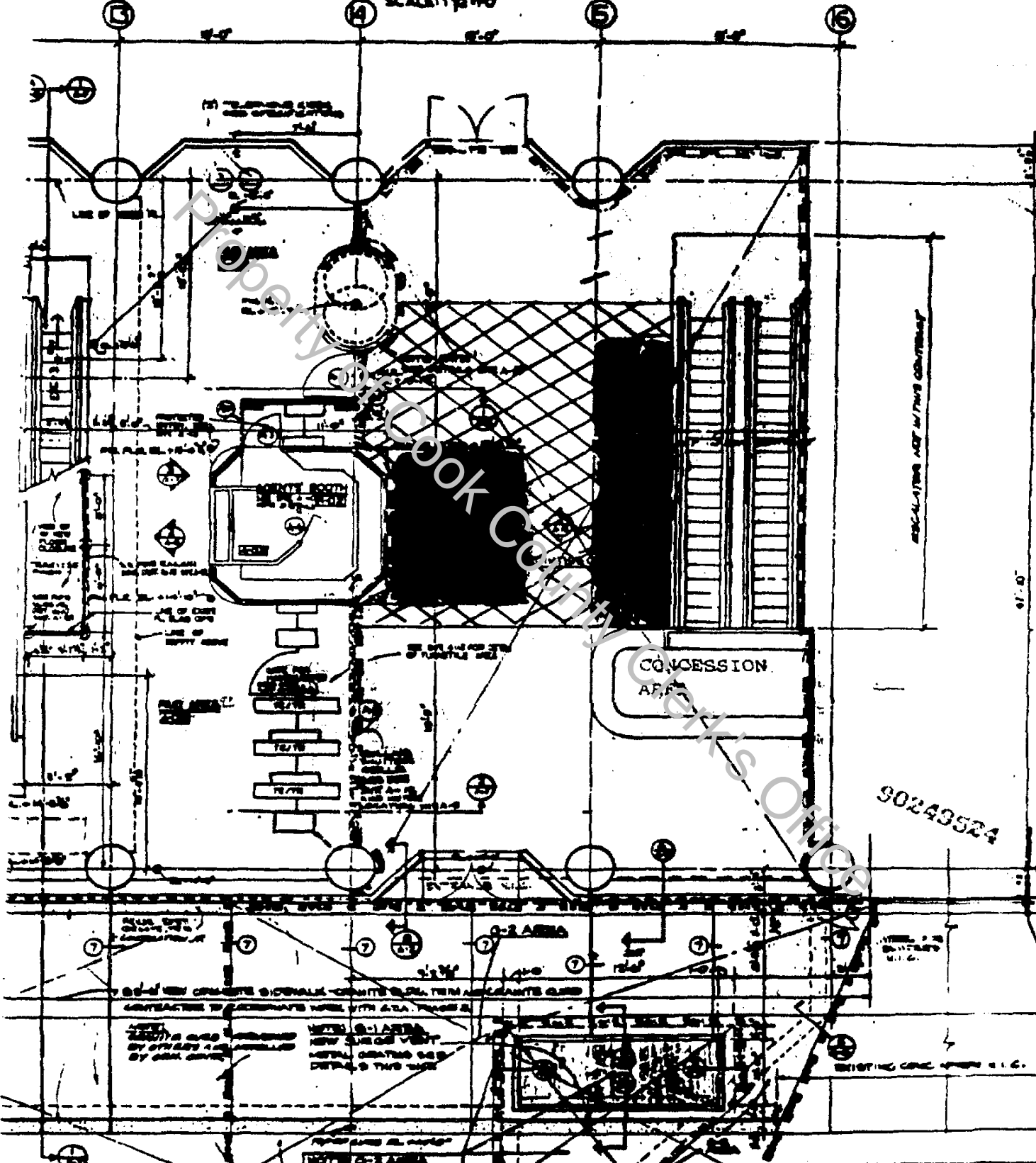
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TE CURB TRIM and GRATING DETAILS

EXHIBIT "K" - EXCLUSIVE SIGN EASEMENT AREAS

SCALE 1/4" = 1'-0"



FLOOR PLAN

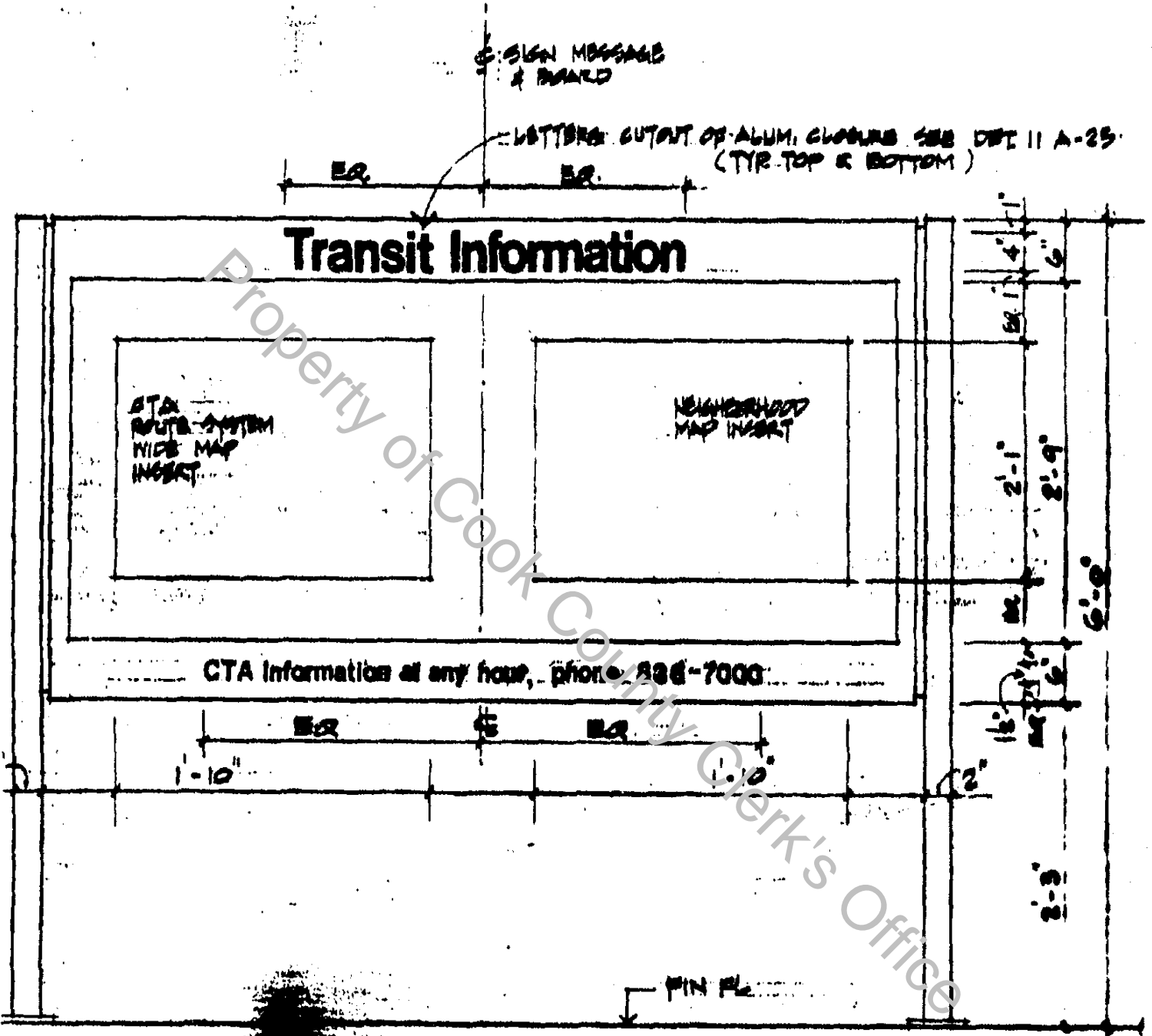
NOTE: G-2 AREA  
SIGNAGE AND CURB  
SHOULD BE INSTALLED  
G-2 AREA  
VENT STRUCTURE  
AND GRATING AND  
STAIR CASES

<p>BASE PLAN FOR MESSAGE FLOOR PLAN TRANSPORTATION CENTER CLARK-LAKE STATION</p>		<p>DATE: 12-1-68</p>
<p>CITY OF CHICAGO HAROLD WASHINGTON MAJOR DEPARTMENT OF PUBLIC WORKS RICHARD J. LINDSAY, COMMISSIONER</p>		<p>SCALE: 1/4" = 1'-0"</p>
<p>BUREAU OF ARCHITECTURE BOOKER T. WALKER, CHIEF ARCHITECT</p>		<p>DATE: 12-1-68</p>

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Exhibit "L"

Illuminated Floor Mounted Sign 2 4 9 5 2 4

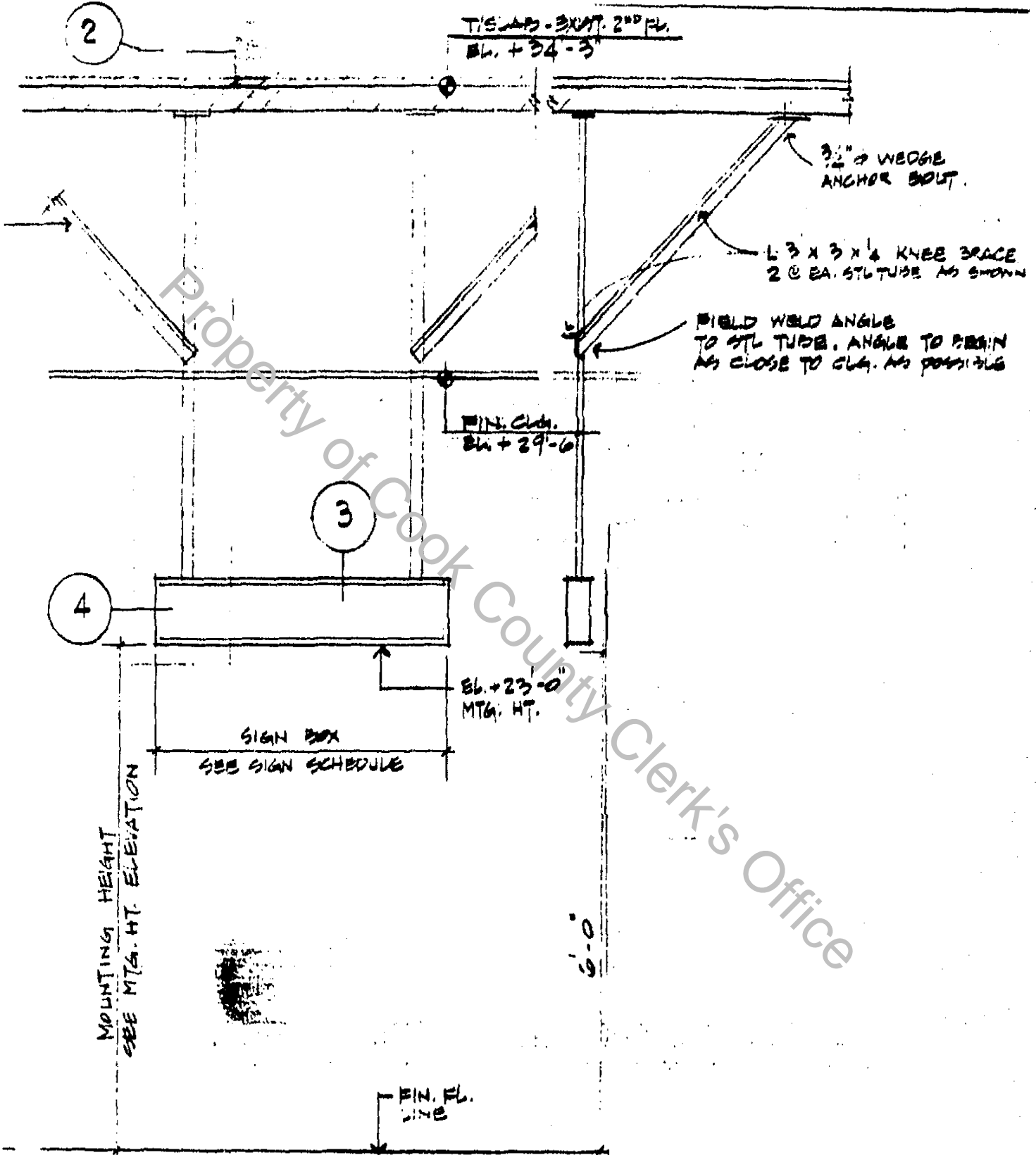


**SIGN TYPE 1**

30243524



Exhibit "M" **UNOFFICIAL COPY** Location of Ceiling Mounted Sign



**SIGN TYPE 2B ILLUMINATED  
PENDANT MOUNTED**

SCALE: 3/8" = 1'-0" 1 2 3 4 5 6 7 8 9

30249524

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Exhibit "N"

Description of Ceiling Mounted Sign 9 3 2 4

## ILLUMINATED DOUBLE FACED

Property

WEST-NORTHWEST TRAINS / CONGRESS - DOUGLAS - CHASE <input type="checkbox"/>	
LAKE TRAIN TO HARLEM - FOREST PARK	
RAVENSPROOD TRAINS TO KIMBALL / LAWRENCE	
WEST-NORTHWEST TRAINS / CONGRESS - DOUGLAS - CHASE <input type="checkbox"/>	<input type="checkbox"/>
LAKE TRAIN TO HARLEM - FOREST PARK	
RAVENSPROOD TRAINS TO KIMBALL / LAWRENCE	

SIGN TYPE 2B

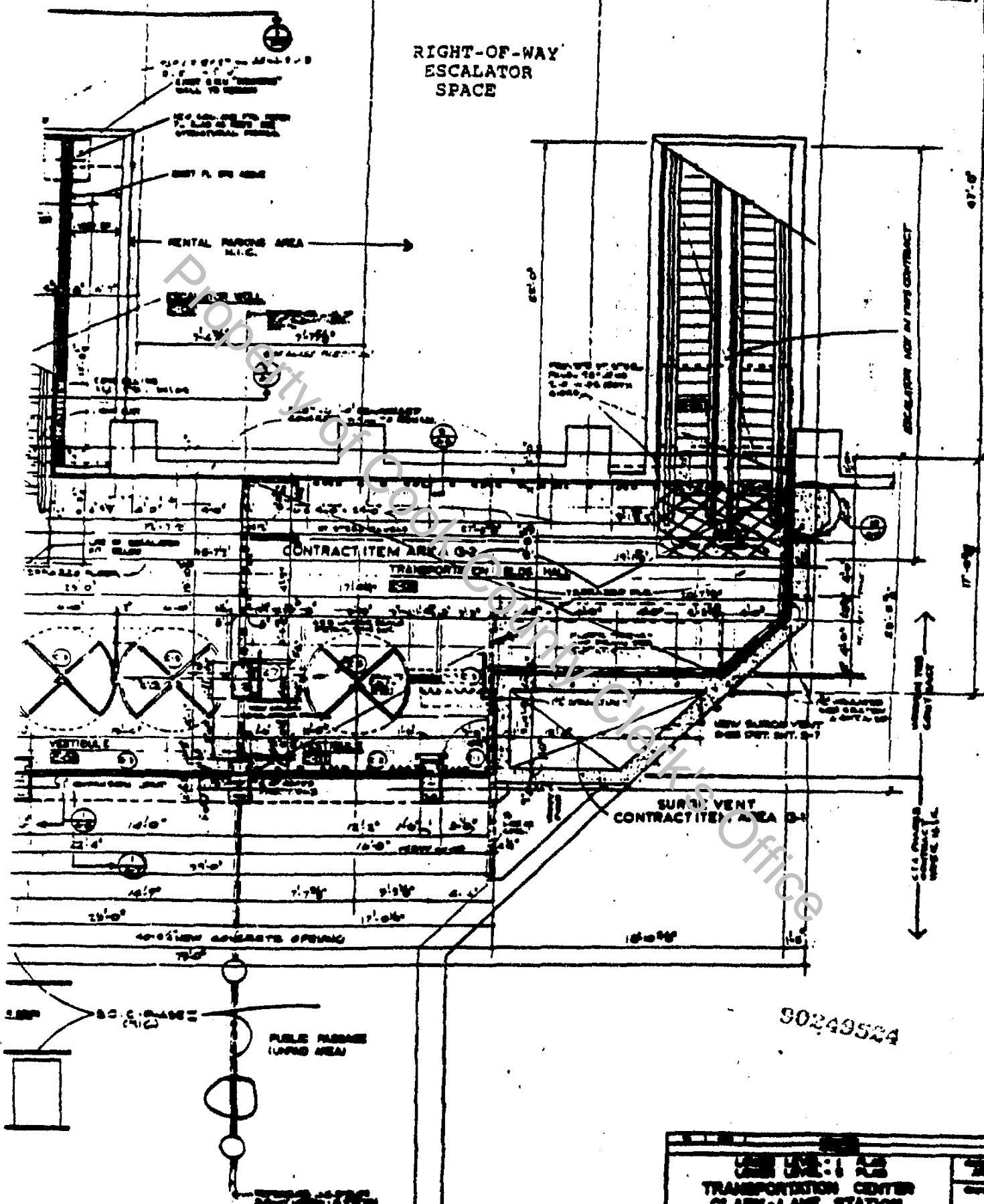
County Clerk's Office

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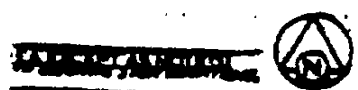
EXHIBIT "O"

RIGHT-OF-WAY  
ESCALATOR  
SPACE



30249524

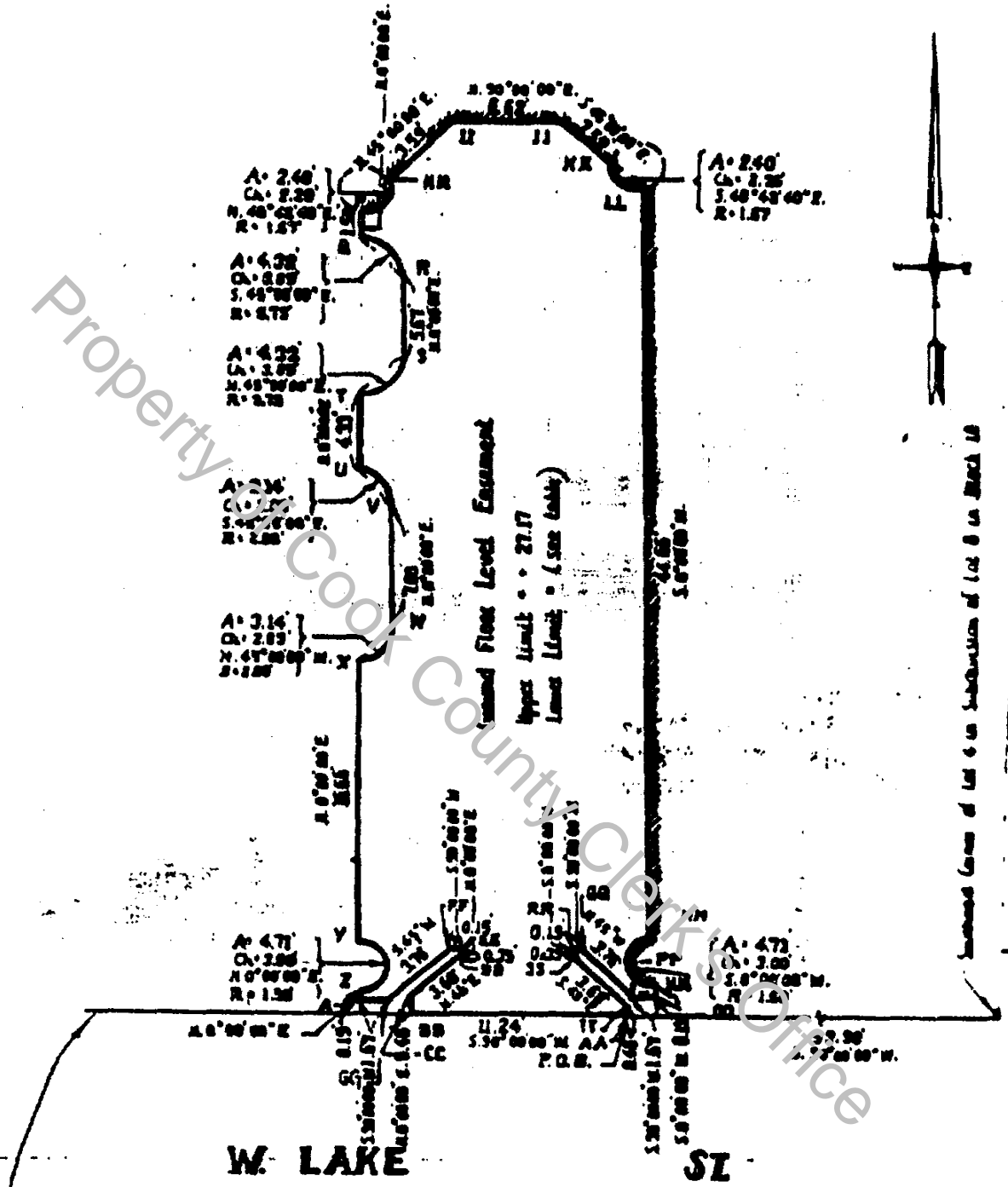
USE: 1.1 USE: 1.1 TRANSPORTATION CENTER CLARK-LANE STATION	
CITY OF CHICAGO HAROLD WASHINGTON BAKER DEPARTMENT OF PUBLIC WORKS 111 N. LAKE ST. CHICAGO, ILL. 60602	
DATE: 11/1/88 DRAWN BY: [Name]	CHECKED BY: [Name]



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EXHIBIT 'P'

GROUND LEVEL VESTIBULE



8717708A

Vertical text on the right side of the map, possibly a reference or note.

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North Line of W. Lake St. also South Line of Lots 4, 5, 6 & 7 in Subdivision of Lot 8 in Block 18 also South Line of Lot 7 in Block 18

90249524

SURVEY NO.	N-109141	Office	DATE March 13 E
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**NATIONAL SURVEY SERVICE, INC.**  
 ENGINEERS AND LAND SURVEYORS  
 126 W. GRAND AVE. 312-644-3400 CHICAGO, ILL. 60610