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LEASE CONSOLIDATION, ASSIGNMENT AND AMENDMENT AND EASEMENT AND OPERATING AGREEMENT AMENDMENT

This Lease Consolidation, Assignment and Amendment and Easement and Operating Agreement Amendment ("Amendment") dated as of September 1, 1998 (the "Effective Date") is by and among Chicago Union Station Company ("CUSCO" or "Lessor"), an Illinois corporation, and National Passenger Railroad Corporation ("AMTRAK"), a District of Columbia corporation and 222 Riverside Plaza Corp. ("Lessee"), a Delaware corporation.

CUSCO and Lessee's predecessor-in-interest, LaSalle National Bank, not personally but solely as Trustee under Trust Agreement date December 1, 1983 and known as Trust No. 107363 ("Original Lessee") entered into a Master Lease dated as of April 19, 1989 and recorded on April 19, 1989 with the Cook County Recorder of Deeds as Document No. 89173340 (the "Master Lease") demising all of the interest of CUSCO in the real property situated in the City of Chicago, County of Cook and State of Illinois as described in Appendix A attached hereto and made a part hereof (the "Main Parcel"), together with the portions of the "Excepted Space" as defined therein, referred to collectively therein as the "Demised Area" for a term ending on April 30, 2150. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Master Lease.

CUSCO and a predecessor-in-interest to the Original Lessee also entered in an Ancillary Prime Lease dated as of June 1, 1977 and recorded on November 1, 1977 with the Cook County Recorder of Deeds as Document No. 24173017 (the "Ancillary Prime Lease") demising certain real property in the City of Chicago, County of Cook and State of Illinois described on Appendix B attached hereto and made a part hereof (the "Ancillary Air Rights Parcel"), together with portions of the "excepted space" (as defined therein) to the extent described therein, referred to collectively therein as the "demised area" for a term ending on April 30, 2042. The Main Parcel and the Ancillary Air Rights Parcel are contiguous air rights parcels.

On April 14, 1995 AMTRAK acquired through settlement of a condemnation action, (i) from Lessee that portion of the Lessee's leasehold interest in the Demised Area described on Appendix C attached hereto (the "Black Box Air Rights"), including an assignment of Lessee's rights under the Ancillary Prime Lease, (ii) from American Premier Underwriters, Inc., a 50% undivided interest in the fee simple title to that portion of the real property underlying the Main Parcel described on Appendix D attached hereto (the "Penn Central Black Box Rights"), and (iii) from the Board of Trade of the City of Chicago a fee simple interest in the "444 Building" (as hereinafter defined). AMTRAK, as tenant, and CUSCO and AMTRAK as landlord, entered into a Lease dated April 14, 1995 to govern, together with the Ancillary Prime Lease, the terms of AMTRAK's lease of the Black Box Air Rights (the "1995 Lease"). The balance of the Main Parcel, excluding

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the Black Box Air Rights, is referred to herein as the "222 Air Rights".

By a Leasehold Purchase Agreement dated as of September 1, 1998 among Lessee, AMTRAK and CUSCO (the "Purchase Agreement"), Lessee is this day purchasing from AMTRAK all of its leasehold interest in the Black Box Air Rights and the Ancillary Air Rights Parcel, currently leased pursuant to the terms of the 1995 Lease and the Ancillary Prime Lease, respectively. AMTRAK has conveyed its interest in the Penn Central Black Box Rights to CUSCO so that CUSCO is now the sole holder of the lessor's interest in the entire Black Box Air Rights. As a condition to such purchase Lessee has required that CUSCO and AMTRAK enter into this Amendment to (i) assign AMTRAK's leasehold interest in the Black Box Air Rights to Lessee, (ii) terminate the 1995 Lease, (iii) reinstate the Master Lease as to the Black Box Air Rights, and (iv) consolidate the Ancillary Air Rights Parcel with the Main Parcel on the terms and conditions of the Master Lease, as modified herein.

CUSCO is willing to agree to such actions provided that, among other things, certain rights of CUSCO (i) with regard to pumps for river water created under a certain Reciprocal Covenants and Easement Agreement dated as of April 14, 1995 by and among CUSCO, AMTRAK and Lessee (the "Reciprocal Covenants Agreement"), (ii) with regard to retention of an easement for an elevator and adjoining stairway installed by AMTRAK in and below the Black Box Air Rights and an easement across certain portions of the "Plaza" located on the Main Parcel, (iii) with regard to signage and (iv) with regard to certain telecommunications equipment installed on the roof of the 444 Building and a wire and equipment room therein are incorporated in the Master Lease prior to the termination of such Reciprocal Covenants Agreement and assignment of AMTRAK's leasehold interest, as required by the Purchase Agreement.

Now therefore, CUSCO, AMTRAK and Lessee agree as follows:

1. Assignment, Acceptance and Consent. AMTRAK assigns, conveys and transfers to Lessee as of the Effective Date all of AMTRAK's right, title and interest as tenant under the 1995 Lease, which includes the entire leasehold estate acquired in 1995 through settlement of a condemnation action by AMTRAK from Lessee in the Black Box Air Rights. AMTRAK hereby assigns, conveys and transfers to Lessee as of the Effective Date all of AMTRAK's right, title and interest as tenant under the Ancillary Prime Lease together with any other interest AMTRAK may now have in the Ancillary Air Rights Parcel. Lessee hereby accepts such assignments and assumes, as of the Effective Date, all of the obligations as tenant accruing from and after the Effective Date with respect to the Black Box Air Rights and the Ancillary Air Rights Parcel under the Master Lease, as modified herein to

include such leasehold estates. CUSCO, as landlord under the Ancillary Prime Lease and as landlord under the 1995 Lease, hereby consents to such assignment, acceptance and assumption and acknowledges that Lessee shall from and after the Effective Date be the holder of 100% of such leasehold estates and acknowledges and agrees that Lessee shall have no liability for any obligations of AMTRAK or any other party arising under the 1995 Lease or the Ancillary Prime Lease prior to the Effective Date hereof and that it has no claims against Lessee's leasehold estate in the Black Box Air Rights as a result of any such prior obligations.

2. Termination of 1995 Lease and Ancillary Prime Lease. The 1995 Lease and the Ancillary Prime Lease are each hereby merged into the Master Lease as of the Effective Date. From and after the Effective Date the Black Box Air Rights and the Ancillary Air Rights Parcel shall be demised to Lessee solely pursuant to the Master Lease, as modified herein.

3. Increased Demised Area. The Black Box Air Rights and the Ancillary Air Rights Parcel each are hereby added to the Demised Area as of the Effective Date and, except as expressly provided herein to the contrary, all references in the Master Lease to the "Demised Area" shall hereafter include the Black Box Air Rights and the Ancillary Air Rights Parcel.

4. Adjustments to Rent.

A. Ancillary Air Rights Parcel. The rentals due under the Master Lease are hereby increased on account of the Ancillary Air Rights Parcel (i) with respect to the remainder of the Initial Term, by adding the following sentence at the end of Section 4.1(a) of the Master Lease:

"The Supplemental Payments for each full or partial Lease Year in the Initial Term on or after August 1, 1998 shall be increased by the amount of \$13,500 per annum on account of the Ancillary Air Rights Parcel,"

and (ii) with respect to the Extension Term, by adding the Ancillary Air Rights Parcel to the Demised Area in determining Air Rights Value and Demised Area Value for purposes of calculating Minimum Rent for the Extension Term under Section 4.1(b) of the Master Lease.

B. Black Box Air Rights. The rentals due under the Master Lease are hereby increased on account of the Black Box Air Rights (i) by returning the Black Box Air Rights to the Demised Premises as of the Effective Date for purposes of determining the amount of Initial Term Gross Income and the Extension Term Gross Income to be used in calculating

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Percentage Rent accruing under Section 4.3 of the Master Lease and additional rent accruing under Section 4.4 of the Master Lease from and after the Effective Date, and (ii) by adding the Black Box Air Rights to the Demised Area in determining Air Rights Value and Demised Area Value for purposes of calculating Minimum Rent for the Extension Term under Section 4.1(b). No change in the Minimum Rent due during the Initial Term was made when the Black Box Air Rights were acquired by AMTRAK and thus no change in the Base Minimum Rent for the Initial Term shall be made as a result of the return of the Black Box Air Rights to the Demised Area unless there is a replacement of the Building which causes the Building to no longer satisfy the definition of "444 Building" as described in Section 5 below.

5. Effect of Changes in the 444 Building. The term "CME Building" is hereby deleted from the Master Lease and replaced in all instances by the term "444 Building", which shall mean the building presently constructed in the Black Box Air Rights and Ancillary Air Rights Parcel but not any replacement thereof hereafter. CUSCO agrees that the addition of any interior floor area to the 444 Building, including the construction of a new floor by dividing existing air space within the Building, shall not constitute a replacement of the Building which would cause it to fail to meet the definition of the "444 Building" and thus shall not change the Base Minimum Rent, the Percentage Base Rent or the base amounts in Section 4.3(a) of the Master Lease.

6. Lessor's Share. AMTRAK, an Affiliate of CUSCO, in 1995 acquired that portion of the Penn Central Plaza Air Rights described herein and in Appendix D hereto as the "Penn Central Black Box Rights". CUSCO, immediately prior to the date hereof, has acquired the Penn Central Black Box Rights from AMTRAK. Pursuant to Article 5 of the Master Lease, "Lessor's Share" shall be calculated separately after the Effective Date for the remaining portion of the Initial Term with respect to all rentals due on account of the Black Box Air Rights and the Ancillary Air Rights Parcel and shall be 100%. "Lessor's Share" with respect to all rentals due with respect to the 222 Air Rights or 92.438% is not changed by this Amendment.

7. River Water Pumps. From and after the Effective Date, CUSCO, as owner of the Excepted Space, shall have certain rights to receive river water sufficient to support two (2) three-hundred ton chillers for the purposes of cooling certain property of CUSCO from Lessee's pumps located in the Excepted Space pursuant to the cost-sharing formula and procedures attached as Schedule A hereto. CUSCO acknowledges that to enable Lessee to provide such service, AMTRAK has transferred to Lessee under the Purchase Agreement all of its right, title and interest in and to the pump AMTRAK acquired from Lessee.

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8. Additional Easements for Elevator and Stairway Purposes and Access Purposes. Lessee hereby declares and grants an easement in favor of CUSCO, as the owner of "Property B" (as defined in the Easement and Operating Agreement dated as of April 19, 1989 and recorded on April 19, 1989 as Document No. 89173341 by and between CUSCO and Lessee's predecessor-in-interest (the "Easement and Operating Agreement")) in and to the space legally described on Appendix E hereto which shall give the owner of "Property B" the right to maintain, repair, and replace the existing elevator and related equipment and stairway installed by CUSCO in such space, together with a right of access thereto for such personnel and equipment as may be required for such purposes. Lessee hereby also declares and grants a non-exclusive easement for the use of amenities available to the public and for ingress and egress by CUSCO, as the owner of such "Property B", its employees and invitees and "Lessor's Permitted Users" (as such term is defined in Article 12 of the Master Lease), on and over the public areas of the plaza portion of the Main Parcel as they exist from time to time (subject to exclusion of any areas which may be reserved for use by Lessee's tenants, provided that no such areas may be so excluded from public access which are in the direct accessways from the adjoining public streets to the entranceways to such Property B). Such easements shall each be deemed a "Property B Easement" under the Easement and Operating Agreement, the elevator and stairway therein shall be deemed an "Easement Item" and all of the terms and conditions of the Easement and Operating Agreement shall be applicable thereto.

9. Rooftop Communications. CUSCO currently has the right to maintain and install antennas, microwave satellite dishes and other communications equipment in various areas on the roof of the 444 Building (provided that the roof areas to be occupied thereby shall not exceed, in the aggregate 200 square feet), subject to Lessee's right to approve the location of such antennas, dishes and equipment so that the existing views to the south from the 222 South Riverside Plaza building will not be unnecessarily obstructed and the functionality of such equipment shall not be impaired. Lessee's approval shall not be unreasonably withheld, conditioned or delayed. CUSCO agrees that Lessee has elected to require that all existing or proposed antennas, dishes and equipment be relocated to, or placed upon, as the case may be, the roof of the 222 South Riverside Plaza building rather than on the roof of the 444 Building, or, at CUSCO's election, the roof of the 210 S. Canal Street Building, provided the functionality of such equipment shall not be impaired by any such relocation. Such relocation shall be carried out by CUSCO under Lessee's direction after the date hereof. Lessee shall grant to CUSCO any easements therefor required by CUSCO (including without limitation, the right to run necessary wiring through existing conduits in the 222 South Riverside Plaza building, at no cost to CUSCO), and shall pay to CUSCO all

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reasonable costs of relocation, but if CUSCO shall elect to relocate its equipment to the roof of 210 S. Canal Street Building, Lessee shall pay the reasonable costs of relocation in an amount not to exceed the cost of relocation to the roof of the 222 South Riverside Plaza building. CUSCO shall have the same obligations with respect to such installations as CUSCO has to Lessee under the Easement and Operating Agreement with respect to the installation on the roof of the 222 South Riverside Plaza building as an Easement Item described in Section 3.1(E) of the Easement and Operating Agreement.

10. Signage. CUSCO shall have the right to install a pylon sign in the existing planter located along the Chicago River at the southeast corner of the Main Parcel, subject to the criteria set forth on Appendix F, attached hereto and made a part hereof.

11. Continued Effect. As expressly amended hereby the Master Lease shall continue in full force and effect.

12. Counterparts. This Amendment may be executed in counterparts and once a counterpart has been executed and delivered by each party, such counterparts shall constitute a single binding and effective instrument.

13. Notices. CUSCO and the Lessee confirm that their respective addresses for receipt of notices under the Master Lease shall be as shown under their signatures on this Amendment.

In witness of their mutual agreements the parties have executed this Amendment as of the date first written above.

NATIONAL PASSENGER RAILROAD
CORPORATION, a District of Columbia
corporation

By: 

Name: Lee W. Bullock

Title: President, Amtrak's Inter-city Rail Service

Address for Notices:
60 Massachusetts Avenue, N.W.
Washington, D.C. 20002
Attention: Jared Roberts,
Associate General Counsel

with a copy to:
Jenner & Block
One IBM Plaza, 40th Floor
Chicago, Illinois 60611
Attention: Ronald Ian Reicin, Esq.

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CHICAGO UNION STATION COMPANY, an
Illinois corporation

By: 

Name: Lee W. Block

Title: President

Address for Notices:
Chicago Union Station
210 South Canal Street
Chicago, Illinois 60606
Attention: Managing Director
Real Estate

with a copy to:
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attention: Jared Roberts,
Associate General Counsel

with a copy to:
Jenner & Block
One Illinois Plaza, 40th Floor
Chicago, Illinois 60611
Attention: Ronald Ian Reicin, Esq.

222 RIVERSIDE PLAZA CORP., a
Delaware corporation

By: 

Name: WILLIAM C. HAMMARSTROM

Title: PRESIDENT

Address for Notices:
10 Corporate Woods Drive
Albany, New York 12211-2395
Attention: William C. Hammarstrom
President

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STATE OF ILLINOIS)
COUNTY OF COOK)

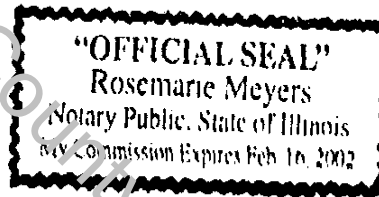
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SS.

On the 10th day of September, 1998, before me personally came Lee W. Bullock, to me known to be the individual who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the President, Amtrak Intercity Rail Service of NATIONAL PASSENGER RAILROAD CORPORATION, a District of Columbia corporation, and that he/she had authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said corporation.

Rosemarie Meyers
Notary Public

My commission expires: 2/16/2002



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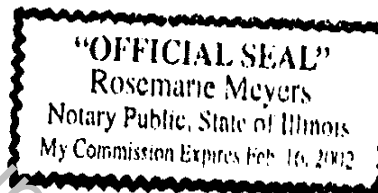
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

On the 10th day of September, 1998, before me personally came Lee W. Bullock, to me known to be the individual who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the President of CHICAGO UNION STATION COMPANY, an Illinois corporation, and that he/she had authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said corporation.

Rosemarie Meyers
Notary Public

My commission expires: 2/14/2002

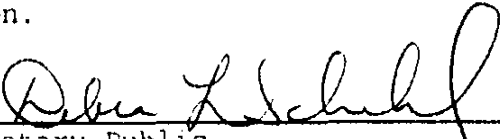


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STATE OF New York)
COUNTY OF Albany) SS.

On the 2nd day of September, 1998, before me personally came William C. Hammarstrom, to me known to be the individual who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of 222 RIVERSIDE PLAZA CORP., a Delaware corporation, and that he had authority to sign the same, and acknowledged that he executed the same as the act and deed of said corporation.


Notary Public

My commission expires: _____

DEBRA L. SCHENKEL
Notary Public, State of New York
Registration No. 01SC5064687
Qualified in Albany County
Commission Expires 8/26/00

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SCHEDULE A

RIVER WATER CHARGES

1. Operation. Operational days are from April 1 through October 31 annually, or 214 days over 7 months (each an "Operational Day"). Annual operations include running equipment 18 hours per day for a total of 3,852 hours. CUSCO shall purchase river water from Lessee and Lessee shall provide river water to CUSCO on each Operational Day.

2. Charges. Costs for the use of river water shall be computed as follows:

A. Daily Fee. On each Operational Day that the daily temperature as measured by the U.S. Weather Service at the Chicago lakefront at 4:00 p.m. is:

(i) equal to or less than eighty-five (85) degrees fahrenheit, charges for the use of river water for that day shall be Ninety-Six Dollars (\$96.00).

(ii) greater than eighty-five (85) degrees fahrenheit, charges for the use of river water for that day shall be One Hundred Sixteen Dollars (\$116.00).

The charges set forth in sections (i) and (ii), above, shall be adjusted (but never decreased below the dollar amounts stated in sections (i) and (ii)) on April 1 of 1999 and of each year thereafter by adding to such stated dollar amounts a weighted average percentage thereof equal to (a) 23% of the aggregate percentage change (positive or negative) in the Consumer Price Index - All Urban Consumers (Chicago) from April 1, 1998 to such April 1, and (b) 77% of the aggregate percentage (positive or negative) in the Consumer Price Index - [Utilities] (Chicago) from April 1, 1998 to such April 1, in each case based on the published Consumer Price Index for the most recent month then available.

B. Additional Fees. In addition to the charges set forth in Section 2A above, CUSCO shall pay its proportionate share of the amortized costs of all new capital improvements to the river water system. CUSCO's proportionate share is twenty-three percent (23%). Any capital improvements to the river water system shall be amortized over a twenty (20) year useful life with an 8% cost of funds. Notwithstanding the total actual costs of such new capital improvements, the amount to be so amortized shall not exceed \$150,000.

C. Retroactivity of Charges. The rate structure for the cost of the use of river water set forth above shall be

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retroactive to January 1, 1998. Any payments made by CUSCO to Lessee for river water use since January 1, 1998 shall be recalculated by applying the rate structure set forth above, and Lessee will refund to CUSCO any overpayment made by CUSCO as a result of this recalculation within thirty (30) days after the Effective Date of the Amendment.

3. Environmental Compliance. Each of Lessee and CUSCO shall at all times ensure that it is in compliance with all EPA guidelines and requirements concerning the use of river water. Each of Lessee and CUSCO will do its own monitoring of its use of river water and, if requested by the other, shall provide the other with monthly reports demonstrating its compliance. In the event that it is determined by the EPA that either of Lessee or CUSCO is not in compliance with any EPA guidelines or requirements concerning its use of river water, the non-complying party shall immediately take action to ensure prompt compliance.

4. Termination.

A. CUSCO's Right to Terminate. In the event CUSCO determines that it will no longer use river water from Lessee's pumps, it may terminate its obligation to purchase river water from Lessee by delivering written notice to Lessee thirty (30) days prior to such termination. CUSCO's obligation to pay the additional fees set forth in paragraph 2B above shall terminate concurrently with its obligation to purchase river water.

B. Lessee's Right to Terminate.

(i) In the event that Lessee becomes unable to use river water for cooling purposes, for any reason beyond its reasonable control, it will promptly notify CUSCO of such interruption and the anticipated length of the interruption and Lessee shall have no liability for such interruption. If the Lessee is permanently prevented from using river water for cooling purposes for any reason, Lessee may terminate its obligation to provide river water to CUSCO by delivering written notice to CUSCO as soon as possible after Lessee is informed that it is permanently prevented from using river water.

(ii) In the event that Lessee determines that it will be modifying its cooling system so that it no longer needs to use river water for cooling purposes, Lessee may terminate its obligations to supply CUSCO with river water provided that Lessee shall:

(a) promptly advise CUSCO when it begins to contemplate the modification of its cooling system;

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(b) advise CUSCO that it has determined that it will modify its cooling system within ten (10) days after such determination has been made by Lessee; and

(c) continue to supply CUSCO with river water until Lessee completes the construction of its new cooling system and for an additional period of time thereafter until CUSCO notifies Lessee it no longer needs Lessee to supply it with river water, provided that such additional period of time shall in no event exceed ninety (90) days after Lessee places its new cooling system into operation.

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APPENDIX A

LEGAL DESCRIPTION OF MAIN PARCEL

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PARCEL ONE

ALL that parcel of land, being that portion above the excepted space, hereinafter defined, of that certain parcel of land in the County of Cook, State of Illinois, bounded and described as follows:

A parcel of land comprised of (a) an undivided fifty percent (50%) interest in and to that part of Lot 5 [lying above a horizontal plane the elevation of which is 25.70 feet above the Chicago City Datum] and (b) that part of Lot 6 in Railroad Companies' Resubdivision of Blocks 62 to 76, both inclusive, Block 78, parts of Blocks 61 and 77 and certain vacated streets and alleys in School Section Addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat of said Resubdivision recorded in the Recorder's Office of Cook County, Illinois, on March 29, 1924 in Book 188 of Plats at page 16, as Document 8339751 said parcel of land being bounded and described as follows:

BEGINNING at the Northeast corner of said Lot 5 and running thence southwardly along the Easterly line of said Lot 5 a distance of 203.465 feet to an angle point in said Easterly lot line; thence continuing southwardly along said Easterly lot line a distance of 203.34 feet to the Southeast corner of said Lot 5; thence west along the South line of said Lots 5 and 6 a distance of 336.0 feet to the point of intersection of said South line of Lot 6 with the East line of the West 20 feet of said Lot 6; thence north along said East line of the West 20 feet of Lot 6 a distance of 236.545 feet to its intersection of the North line of said Lot 6; thence east along the North line of said Lot 6 and of said Lot 5 a distance of 247.50 feet to the point of beginning.

EXCEPTING, however, from the parcel of land above described the respective portions thereof lying below or beneath the level of the top of the finish floor slab of the Mezzanine floor of the 222 South Riverside Plaza Building and the top of the finish floor slab of the Plaza level between the circumscribing walls of the Mezzanine of said Building and the property line, being designated as plus 17.50 feet and plus 32.50 feet, respectively, as shown on the transverse section and longitudinal section of said building attached to lease dated January 15, 1969, recorded January 31, 1969, as Document No. 20744919, and referred to therein as Appendix B, which section plans are made a part of this description. The elevation shown on said section plans have reference to Chicago City Datum as existing on October 21, 1968.

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PARCEL TWO

ALL that parcel of land, taken as a tract, being that portion above the space excepted hereinafter, described as follows:

A parcel of land being that part of Lot 6 in said Railroad Companies' Resubdivision lying below and extending downward from a horizontal plane at an elevation of 32.50 feet above Chicago City Datum, which is bounded and described as follows:

Commencing at the point of intersection of the South line of said Lot 6 with the East line of the West 115.75 feet of said Lot 6, and running

Thence North along said East line of the West 115.75 feet of Lot 6, a distance of 11.36 feet to an intersection with a line which is 105.75 feet south from and parallel with the southerly face of the most southerly row of columns supporting a multi-story office building situated on said Lot 6, said point of intersection being the point of beginning of said hereinafter described part of Lot 6;

Thence continuing north along said East line of the West 115.75 feet of Lot 6, a distance of 81.50 feet to an intersection with a line which is 24.25 feet south from and parallel with said southerly face of said most southerly row of columns.

Thence east along said last described parallel line, a distance of 18.25 feet to an intersection with the East line of the West 134.00 feet of said Lot 6;

Thence south along said East line of the West 134.00 feet of Lot 6, a distance of 81.50 feet to an intersection with said line which is 105.75 feet south from and parallel with the southerly face of said most southerly row of columns;

Thence west along said last described parallel line, a distance of 18.25 feet to the point of beginning.

Excepting however from the North 13.75 feet of said parcel of land that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of the Mercantile Exchange Building which is at an elevation of 30.83 feet above Chicago City Datum, and excepting from the South 18.00 feet of the North 31.75 feet of said parcel of land that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of said building which is at an elevation of 30.25 feet above Chicago City Datum, and excepting from the remainder of said parcel of land that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of said building in said remainder which is at an elevation of 28.25 feet above said Chicago City Datum.

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ALSO, a parcel of land being that part of Lot 6 in said Railroad Companies' Resubdivision lying below and extending downward from a horizontal plane at an elevation of 32.50 feet above Chicago City Datum, which is bounded and described as follows:

Commencing at the point of intersection of the South line of said Lot 6 with the East line of the West 161.00 feet of said Lot 6, and running

Thence north along the East line of the West 161.00 feet of said Lot 6, a distance of 11.65 feet to an intersection with a line which is 105.75 feet south from and parallel with the southerly face of the most southerly row of columns supporting a multi-story office building situated on said Lot 6, said point of intersection being the point of beginning for said hereinafter described part of Lot 6;

Thence continuing north along the East line of the West 161.00 feet of Lot 6, a distance of 107.08 feet to an intersection with a line which is 1.33 feet north from and parallel with said southerly face of said most southerly row of columns;

Thence east along said last described parallel line, a distance of 59.50 feet to an intersection with the East line of the West 220.50 feet of said Lot 6;

Thence south along the East line of the West 220.50 feet of said Lot 6, a distance of 25.58 feet to an intersection with a line which is 24.25 feet south from and parallel with said southerly face of said most southerly row of columns;

Thence east along said parallel line and along said parallel line extended, a distance of 57.75 feet to an intersection with the East line of the West 278.25 feet of said Lot 6;

Thence south along said East line of the West 278.25 feet of Lot 6, a distance of 14.25 feet;

Thence west along a line perpendicular to the East line of the West 278.25 feet aforesaid, a distance of 45.25 feet to an intersection with the East line of the West 233.00 feet of said Lot 6;

Thence south along said East line of the West 233.00 feet of Lot 6, a distance of 17.00 feet;

Thence east along a line perpendicular to the East line of the West 233.00 feet aforesaid, a distance of 45.25 feet to an intersection with said East line of the West 278.25 feet of Lot 6;

Thence south along the East line of the West 278.25 feet aforesaid, a distance of 50.25 feet to an intersection with said line which is 105.75 feet south from and parallel with the southerly face of said most southerly row of columns;

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Thence west along said parallel line, a distance of 117.25 feet to the point of beginning.

Excepting however from that part of said parcel of land lying west of the East line of the West 259.79 feet of said Lot 6 that portion thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of the Mercantile Exchange Building which is at an elevation of 30.00 feet above Chicago City Datum, and excepting from those portions of said parcel of land lying east of said East line of the West 259.79 feet of said Lot 6 those portions thereof lying below or beneath the level of the top of the finished floor slab of the ground floor of said building which is at an elevation of 28.33 feet above Chicago City Datum, and excepting from said parcel of land the West 1.25 feet of the North 1.33 feet thereof occupied by a column, and also excepting those parts thereof occupied by six other columns of said most southerly row of columns, each of which six columns measures 2.50 feet from east to west and extends 1.33 feet southwardly into and upon said premises from the most northerly North line thereof.

EXCEPTING however from Parcels One and Two the respective portions thereof taken by the National Railroad Passenger Corporation in condemnation, pursuant to the Declaration of Taking issued in connection with the condemnation action filed in United States District Court for the Northern District of Illinois, Eastern Division, Case Number 89 C 1631.

County Clerk's Office

APPENDIX B

LEGAL DESCRIPTION OF ANCILLARY AIR RIGHTS PARCEL

The property and space lying between horizontal planes which are 42.25 feet and 90.00 feet, respectively, above Chicago City Datum, and enclosed by planes extending vertically upward from the surface of the earth, of a parcel of land comprised of a part of Lot 6 and of a part of South Canal Street, to the extent of any right, title, or interest of CHICAGO UNION STATION COMPANY therein, lying west of and adjoining said Lot 6, in Railroad Companies' Resubdivision of Blocks 62 to 76 (both inclusive), Block 78, parts of Blocks 61 and 77, and certain vacated streets and alleys in School Section Addition to Chicago, a Subdivision of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, which parcel of land is bounded and described as follows:

Beginning on the east line of the West 20 Feet of said Lot 6, at a point which is nine hundred thirty-eight thousandths (0.938) of a foot north from the south line of said Lot 6 to and running;

Thence west along a line perpendicular to the east line of the West 20 Feet aforesaid, a distance of twenty-five and four hundred sixteen thousandths (25.416) feet;

Thence north, parallel with the west line of said Lot 6, distance of one hundred one and eight-three thousandths (101.083) feet;

Thence east along a line perpendicular to the last-described course, a distance of twenty-five and four hundred sixteen thousandths (25.416) feet to an intersection with the east line of the West 20 Feet of said Lot 6; and

Thence south along the east Line of the West 20 Feet aforesaid, a distance of one hundred one and eighty-three thousandths (101.083) feet to the point of beginning;

all in the County of Cook and State of Illinois.

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APPENDIX C

LEGAL DESCRIPTION OF BLACK BOX AIR RIGHTS

Property of Cook County Clerk's Office

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LEGAL DESCRIPTION FOR BLACK BOX PARCEL

THOSE PORTIONS OF PARCELS C-1 AND C-2 DESCRIBED BELOW LYING SOUTH OF A LINE WHICH IS THE SOUTH FACE OF THE SOUTHERLY COLUMNS OF THE 222 SOUTH RIVERSIDE PLAZA BUILDING EXTENDED EAST TO THE CHICAGO RIVER AND WEST TO THE EAST LINE OF THE WEST 20 FEET OF LOT 6, TOGETHER WITH THE EASEMENT RIGHTS APPURTENANT TO PARCELS C-1 AND C-2, INCLUDING THOSE SET FORTH IN PARCEL C-3 AND INCLUDING THE IMPROVEMENTS THEREON, INCLUDING THE COLUMNS, FOUNDATIONS AND SUPPORTS THEREOF CONSTRUCTED WITHIN THE EXCEPTED SPACE, AND PARCEL C-4.

PARCEL C-1:

ALL THAT PARCEL OF LAND, BEING THAT PORTION ABOVE THE SPACE EXCEPTED, HEREINAFTER DEFINED, OF THAT CERTAIN PARCEL OF LAND IN THE COUNTY OF COOK, STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND COMPRISED OF THAT PART OF LOT 5 LYING ABOVE A HORIZONTAL PLANE THE ELEVATION OF WHICH IS 25.70 FEET ABOVE THE CHICAGO CITY DATUM AND THAT PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 29, 1924 IN BOOK 188 OF PLATS AT PAGE 16, AS DOCUMENT 8339751, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 AND RUNNING THENCE SOUTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 5, A DISTANCE OF 203.465 FEET TO AN ANGLE POINT IN SAID EASTERLY LOT LINE; THENCE CONTINUING SOUTHWARDLY ALONG SAID EASTERLY LOT LINE, A DISTANCE OF 203.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 336.0 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE OF LOT 6 WITH THE EAST LINE OF THE WEST 20 FEET OF SAID LOT 6; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 20 FEET OF LOT 6, A DISTANCE OF 396.545 FEET TO ITS INTERSECTION OF THE NORTH LINE OF SAID LOT 6; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND OF SAID LOT 5, A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING;

EXCEPTING, HOWEVER, FROM THE PARCEL OF LAND ABOVE DESCRIBED THE RESPECTIVE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISH FLOOR SLAB OF THE MEZZANINE FLOOR OF THE 222 SOUTH RIVERSIDE PLAZA BUILDING AND THE TOP OF THE FINISH FLOOR SLAB OF THE PLAZA LEVEL BETWEEN THE

CIRCUMSCRIBING WALLS OF THE MEZZANINE OF SAID BUILDING AND THE PROPERTY LINE, BEING DESIGNATED AS PLUS 17.50 FEET AND PLUS 32.50 FEET, RESPECTIVELY, AS SHOWN ON THE TRANSVERSE SECTION AND LONGITUDINAL SECTION OF SAID BUILDING ATTACHED TO LEASE DATED JANUARY 15, 1969 AND RECORDED JANUARY 31, 1969 AS DOCUMENT 20744919 AND REFERRED TO THEREIN AS APPENDIX 'B', WHICH SECTION PLANS ARE MADE A PART OF THIS DESCRIPTION. THE ELEVATION SHOWN ON SAID SECTION PLANS HAVE REFERENCE TO CHICAGO CITY DATUM AS EXISTING ON OCTOBER 21, 1968.

PARCEL C-2:

ALL THAT PARCEL OF LAND, TAKEN AS A TRACT, BEING THAT PORTION ABOVE THE SPACE EXCEPTED HEREINAFTER, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 115.75 FEET OF SAID LOT 6, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 11.36 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON SAID LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF SAID HEREINAFTER DESCRIBED PART OF LOT 6; THENCE CONTINUING NORTH ALONG SAID EAST LINE OF THE WEST 115.75 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 134.00 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 134.00 FEET OF LOT 6, A DISTANCE OF 81.50 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; AND THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 18.25 FEET TO POINT OF BEGINNING;

EXCEPTING HOWEVER FROM THE NORTH 13.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.83 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE SOUTH 18.00 FEET OF THE NORTH 31.75 FEET OF SAID PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 30.25 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THE REMAINDER OF SAID

PARCEL OF LAND THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING IN SAID REMAINDER WHICH IS AT AN ELEVATION OF 28.25 FEET ABOVE SAID CHICAGO CITY DATUM.

ALSO

A PARCEL OF LAND BEING THAT PART OF LOT 6 IN SAID RAILROAD COMPANIES' RESUBDIVISION LYING BELOW AND EXTENDING DOWNWARD FROM A HORIZONTAL PLANE AT AN ELEVATION OF 32.50 FEET ABOVE CHICAGO CITY DATUM, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 6 WITH THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF THE WEST 161.00 FEET OF SAID LOT 6, A DISTANCE OF 11.65 FEET TO AN INTERSECTION WITH A LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF THE MOST SOUTHERLY ROW OF COLUMNS SUPPORTING A MULTI-STORY OFFICE BUILDING SITUATED ON LOT 6, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED PART OF LOT 6; THENCE CONTINUING NORTH ALONG THE EAST LINE OF THE WEST 161.00 FEET OF LOT 6, A DISTANCE OF 107.08 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1.33 FEET NORTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 59.50 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 220.50 FEET OF SAID LOT 6, A DISTANCE OF 25.58 FEET TO AN INTERSECTION WITH A LINE WHICH IS 24.25 FEET SOUTH FROM AND PARALLEL WITH SAID SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE EAST ALONG SAID PARALLEL LINE AND ALONG SAID PARALLEL LINE EXTENDED, A DISTANCE OF 57.75 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 278.25 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6, A DISTANCE OF 14.25 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 233.00 FEET OF SAID LOT 6; THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 233.00 FEET OF LOT 6, A DISTANCE OF 17.00 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO THE EAST LINE OF THE WEST 233.00 FEET AFORESAID, A DISTANCE OF 45.25 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 278.25 FEET OF LOT 6; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 278.25 FEET AFORESAID, A DISTANCE OF 50.25 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 105.75 FEET SOUTH FROM AND PARALLEL WITH THE SOUTHERLY FACE OF SAID MOST SOUTHERLY ROW OF COLUMNS; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 117.25 FEET TO THE POINT OF BEGINNING;

EXCEPTING HOWEVER FROM THAT PART OF SAID PARCEL OF LAND LYING WEST OF THE EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THAT PORTION THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF THE MERCANTILE EXCHANGE BUILDING WHICH IS AT AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM THOSE PORTIONS OF SAID PARCEL OF LAND LYING EAST OF SAID EAST LINE OF THE WEST 259.79 FEET OF SAID LOT 6 THOSE PORTIONS THEREOF LYING BELOW OR BENEATH THE LEVEL OF THE TOP OF THE FINISHED FLOOR SLAB OF THE GROUND FLOOR OF SAID BUILDING WHICH IS AT AN ELEVATION OF 28.33 FEET ABOVE CHICAGO CITY DATUM, AND EXCEPTING FROM SAID PARCEL OF LAND THE WEST 1.25 FEET OF THE NORTH 1.33 FEET THEREOF OCCUPIED BY A COLUMN AND ALSO EXCEPTING THOSE PARTS THEREOF OCCUPIED BY SIX OTHER COLUMNS OF SAID MOST SOUTHERLY ROW OF COLUMNS, EACH OF WHICH SIX COLUMNS, MEASURES 2.50 FEET FROM EAST TO WEST AND EXTENDS 1.33 FEET SOUTHWARDLY INTO AND UPON SAID PREMISES FROM THE MOST NORTHERLY LINE THEREOF;

AND ALSO EXCEPTING FROM SAID PARCEL C-1 AND PARCEL C-2 THE RESPECTIVE PORTIONS THEREOF TAKEN BY THE NATIONAL RAILROAD PASSENGER CORPORATION IN CONDEMNATION PURSUANT TO THE CONDEMNATION ACTION FILED IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, CASE NUMBER 89 C 1631.

AND ALSO EXCEPTING FROM PARCEL C-1 AND C-2 THAT PORTION OF THE LOADING DOCK AREA OF LOT 6 DESCRIBED ON EXHIBIT A.

PARCEL C-3: ..

NON-EXCLUSIVE EASEMENTS OF USE, INGRESS AND EGRESS AND FOR OTHER PURPOSES AS AN APPURTENANCE TO THE ESTATE AND INTEREST DESCRIBED AS PARCELS C-1 AND C-2 ABOVE, CREATED AND GRANTED BY THAT CERTAIN EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1983 AND KNOWN AS TRUST NUMBER 107363 AND CHICAGO UNION STATION COMPANY, A CORPORATION OF ILLINOIS, DATED APRIL 19, 1989 AND RECORDED APRIL 19, 1989 AS DOCUMENT 89173341, IN, OVER AND ACROSS CERTAIN ADJOINING LAND MORE PARTICULARLY DESCRIBED THEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL C-4:

AND THE PROPERTY AND SPACE LYING BETWEEN HORIZONTAL PLANES WHICH ARE 42.25 FEET AND 90.00 FEET, RESPECTIVELY, ABOVE CHICAGO CITY DATUM, AND ENCLOSED BY PLANES EXTENDING VERTICALLY UPWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF A PART OF LOT 6, AND OF A PART OF SOUTH CANAL STREET LYING WEST OF AND ADJOINING SAID LOT 6, IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 AND 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77, AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO

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CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH PARCEL OF
LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 20 FEET OF LOT 6, AT A
POINT WHICH IS 0.938 FEET NORTH FROM THE SOUTH LINE OF SAID
LOT 6, AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO
THE EAST LINE OF THE WEST 20 FEET AFORESAID, A DISTANCE OF
25.416 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF
SAID LOT 6, A DISTANCE OF 101.083 FEET; THENCE EAST ALONG A
LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE
OF 25.416 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE
WEST 20 FEET OF SAID LOT 6; AND THENCE SOUTH ALONG THE EAST
LINE OF THE WEST 20 FEET AFORESAID, A DISTANCE OF 101.083
FEET TO THE POINT OF BEGINNING.

ALL IN COOK COUNTY, ILLINOIS

EASEMEN2.EXB
11/28/94

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APPENDIX D

LEGAL DESCRIPTION OF PENN CENTRAL BLACK BOX RIGHTS

PARCEL 1:

AN UNDIVIDED $\frac{1}{4}$ INTEREST IN AND TO LOT 5 LYING ABOVE A HORIZONTAL PLANE, THE ELEVATION OF WHICH IS 25.70 FEET ABOVE THE CHICAGO CITY DATUM, LYING SOUTH OF A LINE WHICH IS THE SOUTH FACE OF THE SOUTH COLUMNS OF THE 222 SOUTH RIVERSIDE PLAZA BUILDING EXTENDED EAST TO THE CHICAGO RIVER, IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, 78 AND PART OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT IN FAVOR OF ABOVE TRACT, AS CREATED BY DEED FROM SAID ROBERT W. VALIMONT, TRUSTEE TO CONSOLIDATED RAIL CORPORATION, RECORDED AS DOCUMENT 24586165, FOR LATERAL SUPPORT OF THE REAL PROPERTY, AND OTHER RIGHTS TO USE THE PROPERTY BELOW THE HORIZONTAL PLANE SET FORTH IN PARCEL 1, AND AS FURTHER DEFINED THEREIN.

Permanent Index Number:

17-16-115-004-6003

Common Address of Property:

444 West Jackson Boulevard
Chicago, Illinois 60606

APPENDIX E

LEGAL DESCRIPTION OF NEW ELEVATOR AND STAIRWAY EASEMENT

[To be established by Supplement to this Amendment promptly after the survey currently being prepared is completed.]

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APPENDIX F

SIGN CRITERIA

1. Sign may be backlit.
2. Stone or metal finish.
3. Maximum height and diameter shall be no greater than the sign located on the Northeast corner of the Main Parcel.
4. Two or four-sided.
5. Logos may be used.
6. One slot shall be reserved for advertising the tenant at the 444 Building.

The property described in the document to which this page is attached consists of portions of the following Property Identification Numbers:

17-16-115-003-6001
17-16-115-003-6030
17-16-115-003-6031
17-16-115-004-6001
17-16-115-004-6003
17-16-115-004-6004

The street address of the property is:

444 West Jackson Boulevard
Chicago, IL

and

222 South Riverside Plaza
Chicago, IL

The attached instrument
was prepared by and should
be returned to:

Patrick G. Moran
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, IL 60606