

### **Landmark designation agreement—Tribune Tower, Chicago.**

This Agreement is made between Chicago Tribune Company, which is the owner of Tribune Tower (the "Owner") and the City of Chicago, acting through its Commission on Chicago Landmarks (the "Commission"). The Owner and the Commission agree as follows:

#### Section 1.

##### Background

(a). The City Council has, by its adoption of Sections 21-62 to 21-95 of Chapter 21 of the Municipal Code of Chicago, as amended (the "Landmarks Ordinance"), determined that it is necessary and in the best interests of the City to identify, preserve, protect, enhance and encourage the continued utilization and rehabilitation of structures and places in the City having special historical, architectural and aesthetic interest and value. The Landmarks Ordinance provides that this landmark preservation process is to be accomplished in a manner which preserves the character and viability of Chicago's central business area as well as which conserves and improves the City's property tax base. The Landmarks Ordinance provides that this process shall be undertaken so as to protect and enhance orderly and efficient development of the City. The Landmarks Ordinance also provides for the Commission to work with land owners to achieve the purposes of the Landmarks Ordinance on a cooperative basis.

(b). Among the notable buildings in Chicago's central business area is Tribune Tower. Tribune Tower was designed by Raymond M. Hood and John Mead Howells, who were the winners of an international design competition conducted with respect to the design of the building. Construction of Tribune Tower was begun in 1923 and completed in May, 1925.

(c). Tribune Tower is regarded as one of America's most accomplished "Gothic" skyscrapers. Utilizing the strong vertical emphasis of the Gothic style, Tribune Tower's detail and proportion give elegance to its study in vertical lines.

(d). Tribune Tower sits on a larger parcel of land, part of which is now occupied by a former printing building, which connects to Tribune Tower to the east, and part of which is occupied by various additions to Tribune Tower to the north and east.

(e). The significant architectural and aesthetic features of Tribune Tower focus on the vertical detailing of its Facades as defined in this Agreement and, with respect to the interior, the first floor Lobbies. By contrast, adjacent structures to the east and north do not contribute to the basic elements of Tribune Tower and thus are not necessary aspects for protection under the Landmarks Ordinance.

(f). The Commission proposes to recommend that, and the Owner is willing to consent to have, Tribune Tower be declared a Chicago landmark and to have its Lobbies and Facades determined to be its critical features for landmark protection, all as provided in and subject to the terms and conditions of this Agreement. The terms and conditions set forth in this Agreement meet the purposes of the Landmark Ordinance. Those terms and conditions provide for preservation of the architecturally and aesthetically significant features of Tribune Tower. They provide for the Owner's ability to operate and maintain the building so that it remains a commercially viable office building for the Owner, thus preserving the viability and property tax base of the central business area. And they maintain the ability of the Owner to develop in an orderly and efficient manner its adjacent land, thus protecting and enhancing the development of the City and its property tax base.

#### Section 2.

##### Definitions

For purposes of this Agreement, the following phrases have the following meanings.

(a). "Tribune Tower" means the building designed by Raymond M. Hood and John Mead Howells, constructed between 1923 and 1925, and rising approximately 35 Floors and approximately 495.35 feet above City Datum. It includes the Lobbies but no other part of the interior of the building. It does not include adjoining structures to its north and east.

(b). "West Facade" means the exterior west wall surfaces and adjoining parapets and flying buttresses of Tribune Tower parallel to Michigan Avenue above a plane approximately 32.91 feet above City Datum. The West Facade also includes the northwest and southwest corner exterior wall surfaces and adjoining parapets and flying buttresses of Tribune Tower situated at approximately 45 degree angles to Michigan Avenue above a plane approximately 32.91 feet above City Datum. The West Facade is depicted on the attached Exhibit A.

(c). "North Facade" means the exterior north wall surfaces and adjoining parapets and flying buttresses of Tribune Tower parallel to Illinois Street above a plane approximately 32.54 feet above City Datum, beginning at the east line of the West Facade (being the northwest corner of Tribune Tower) and extending in an easterly direction

approximately 55.40 feet and also continuing then in an easterly direction along the exterior north wall surfaces and adjoining parapets and flying buttresses of Tribune Tower above a plane approximately 183.06 feet above City Datum (above the 12th Floor). The North Facade is depicted on the attached Exhibit B.

(d). "East Facade" means the exterior east wall surfaces and adjoining parapets and flying buttresses of Tribune Tower parallel to Michigan Avenue above a plane approximately 303.45 feet above City Datum (above the 22nd Floor). The East Facade is depicted on the attached Exhibit C.

(e). "South Facade" means the exterior south wall surfaces and adjoining parapets and flying buttresses of Tribune Tower parallel to Illinois Street above a plane approximately 33.69 feet above City Datum, beginning at the east line of the West Facade (being the southwest corner of Tribune Tower) and extending in an easterly direction approximately 55.40 feet, and also continuing then in an easterly direction along the exterior south wall surfaces and adjoining parapets and flying buttresses of Tribune Tower above a plane approximately 183.06 feet above City Datum (above the 12th Floor) (thus permitting in the area below that plane any future construction of a building or structure connecting to Tribune Tower or adjoining buildings or structures). The South Facade is depicted on the attached Exhibit D.

(f). "Lobbies" means the interior main lobby located on the first Floor of Tribune Tower, and the north and south elevator lobbies located on the first Floor of Tribune Tower. The Lobbies are depicted on the attached Exhibit E.

(g). "Floor" means a story or level of Tribune Tower as measured from upper Michigan Avenue. By way of illustration, the first Floor of Tribune Tower shall be that level above a plane approximately 32.91 feet above City Datum.

(h). "Resolution" means the resolution to be adopted by the Commission which shall approve this Agreement, the form of which resolution is attached to this Agreement.

#### Section 3.

##### Chicago Landmark; Critical Features

(a). The Commission will, by the Resolution, recommend to the City Council that Tribune Tower be designated a Chicago Landmark. The Commission will, by the Resolution, determine that the West Facade, the North Facade, the East Facade, the South Facade and the Lobbies (but only those portions) of Tribune Tower are its sole Critical Features (that is, those features which make an essential contribution to the qualities and characteristics by which Tribune Tower meets one or more of the criteria for landmark designation) (the "Critical Features"). The Owner, by this Agreement, consents to such a designation by the City Council of Tribune Tower as a Chicago Landmark and the determinations by the Commission of the Critical Features.

(b). The Owner agrees that, under this designation and determination, the construction of any structure within that area above the 22nd Floor of Tribune Tower described in the next sentence shall be subject to review by the Commission, pursuant to the provisions of Section 21-77 of the Landmark Ordinance. The area to which this provision applies is the area bounded on the north by the plane of the North Facade, on the south by the plane of South Facade, on the west by the East Facade and on the east by a plane parallel to and 136.45 feet east of the west plane of the West Facade, all above the 22nd Floor, as depicted on the attached Exhibit F.

(c). All parts and features of Tribune Tower not determined to be Critical Features as provided in this Agreement are specifically determined not to be features entitled to protection under the Landmarks Ordinance. The Owner retains the property right to make any alteration, construction, reconstruction, demolition or relocation or to undertake other work with respect to such parts and features which are not Critical Features without being subject to final or preliminary approval or disapproval by the Commission (including as a requirement to obtain a City building or similar permit).

(d). All adjoining property and structures to Tribune Tower are specifically excluded from designation as a Chicago Landmark or from protection in connection with the designation of Tribune Tower as a Chicago Landmark. The Owner retains the property right to make any alteration, construction, reconstruction, erection, demolition, relocation or to undertake other work with respect to that adjoining property and structures without being subject to preliminary or final approval or disapproval by the Commission.

#### Section 4.

##### Permit Review

The performance of any or all of the following work in or on Tribune Tower and adjoining property and structures, including work in or on the Critical Features, is deemed as not affecting any significant or critical aspect of the Critical Features, and no City permit application for any such work shall require Commission final or preliminary approval by (or be subject to disapproval by) the Commission.

(i) The alteration, construction, erection, relocation, reconstruction or demolition of or construction of any addition to those aspects of Tribune Tower and adjoining property and structures not included in the designation of Tribune Tower as a Chicago Landmark or not determined as provided in this Agreement to be a Critical Feature;

(ii) The installation of tracks and roof structures for window washing equipment;

(iii) The cleaning of the exterior and interior of Tribune Tower;

(iv) The installation of heating, ventilating (including the replacement of windows and window casings with ventilating grills and other apparatus), electrical, plumbing, compressed air, and chilled water systems, all between those masonry vertical columns existing as of the date of this Agreement;

(v) The installation on Tribune Tower or adjoining property and structures of communication systems including antennae, dishes and microwaves (receiving and sending facilities) and supporting structures necessary or desirable, provided upon subsequent removal the Owner shall restore any affected areas of Tribune Tower to the condition substantially similar to that existing as of the date of this Agreement;

(vi) The installation, replacement and removal of lighting facilities as may be necessary or desirable for the use and enjoyment of Tribune Tower and adjoining property and structures, provided upon subsequent removal the Owner shall restore any affected areas of Tribune Tower to the condition substantially similar to that existing as of the date of this Agreement;

(vii) The installation, replacement and relocation of windows, window casings, canopies, doors and door entrances on the First Floor exterior facades and within the Lobbies, all between those masonry vertical columns existing as of the date of this Agreement, provided the masonry main building arch located on the East Facade is not physically altered;

(viii) The erection of temporary scaffolding on Tribune Tower;

(ix) The installation of temporary signs and decorative materials on Tribune Tower;

(x) The installation of permanent signage on the exterior walls of Tribune Tower;

(xi) The installation of security devices necessary or desirable for the protection of persons and property in the use and occupancy of Tribune Tower and adjoining property and structures;

(xii) The renovation of the Lobbies according to design drawings approved by the Secretary of the United States Department of the Interior or his or her designee; and

(xiii) The repair and replacement of the exterior and interior surfaces of Tribune Tower which pose a threat to health or safety.

Section 5.

Repealer; No Rights Granted Other Parties

The provisions of this Agreement shall be binding upon and a contract of the Owner and on its successors and assigns and of the Commission and its successors. The Owner, by agreeing to this designation does not grant, and there shall not as a result be granted, any rights to any person or entity other than the City, the Commission or its successors and the Owner and its successor and assigns.

Section 6.

Effectiveness

This Agreement shall be effective only upon adoption by the City Council of an ordinance designating Tribune Tower as a Chicago Landmark and approving the Commission's determination of the Critical Features as provided in this Agreement, the ordinance to be in a form to which the Owner consents in writing, filed with the Commission, as implementing the provisions of this Agreement. The consent and agreement of the Owner as provided in this Agreement is explicitly conditioned on the condition to the effectiveness of this Agreement set forth in this Section being met.

Dated: \_\_\_\_\_

Chicago Tribune Company

By \_\_\_\_\_

\_\_\_\_\_  
[Exhibits omitted]

Commission on Chicago  
Landmarks

By \_\_\_\_\_  
(Chairman)