



## INDUSTRIAL SUBLEASE

Doc#: 0822018100 Fee: \$106.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/07/2008 04:04 PM Pg: 1 of 14

SUBLEASE made and entered into as of September 24, 1999 by and between HANNAH MARINE CORPORATION, an Illinois corporation ("Lessor"), and HOLNAM; INC., a Delaware corporation ("Lessee").

### WITNESSETH:

WHEREAS, Lessor is the Lessee of certain real estate in Cook County, Illinois pursuant to an indenture of lease (the "Prime Lease") dated August 23, 1951 and entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (formerly known as The Sanitary District of Chicago), as Lessor (hereinafter referred to as "Prime Landlord"), and Lessor (as successor to Inland Waterway Transportation Co.); and

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee a portion of the real estate leased under the Prime Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real estate hereinafter described upon and subject to the terms and conditions herein set forth.

1. Description of Leased Premises. The leased premises (the "Premises") shall consist of an approximately eight (8) acre parcel of land in Cook County, Illinois legally described on Exhibit A attached hereto and made a part hereof.

2. Term. The term of this lease shall commence on October 1, 1999 and shall end on August 30, 2050, unless sooner terminated as herein set forth.

3. Rent.

(a) Lessee shall pay to Lessor, as rent for the Premises, an amount equal to the differential between the monthly base rent, paid by Lessor to the Prime Landlord and the rent to be ~~accepted~~ <sup>accepted</sup> by the Lessee determined by the Prime Landlord to be the additional rent to be paid under the Prime Landlord's determination of the fair market value rent to be paid by the Lessee upon approval by the Prime Landlord of this sublease. Lessor shall pay the total monthly rental as calculated above to the Prime Landlord and then bill the Lessee for the amount of the differential.

(b) The parties recognize and agree that from the commencement date of this lease through August 31, 2001 the payment method as set forth in subsection (a) shall be the rental and reimbursement method between Lessor and Lessee. They further agree that the Prime Lease provides for an adjustment of base rent payable by Lessor under the Prime Lease on September 1, 2001 and in accordance with the terms of the Prime Lease every 15 years thereafter. The parties agree that they will have to adjust between themselves a new rental rate upon the adjustment of the monthly base rental rate payable to the Prime Landlord hereunder when the base rent is adjusted under the Prime Lease on September 1, 2001.

(c) If as a result of the provision of base rent adjustment as provided for in the Prime Lease, the base rental payable under the adjustment is increased, then Lessee's rent shall be increased by same amount of the increase by the Prime Landlord to the Lessor and the Lessee shall then pay as rent an amount of the difference between the base rent amount prior to September 1, 2001 and the new rental amount consisting of the increase in 2001 to the Lessor plus the fair market value rent which is established by the Prime Landlord upon approval of this sublease and any subsequent increases thereof.

(d) Lessee hereby gives to Lessor during the term of this lease, the right of first refusal to provide to Lessee, any barging services for granules and/or finished product

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("Grancem") from Inland, U.S. Steel or Skyway Facilities to Lemont terminal at competitive prices.

4. Condition of Premises. Lessee acknowledges that it has examined and knows the condition of the Premises, that no representations as to the condition thereof have been made by Lessor, that it is accepting the Premises "AS-IS WHERE-IS" and agrees that upon termination or expiration of the lease will yield up possession of the Premises to Lessor in the same condition as required upon the termination or expiration of the Prime Lease and otherwise in good condition and repair.

5. Use. The Premises may be used as a dock for the loading and discharge of barges and/or as a storage area for any lawful purpose. Lessee shall comply with all present and future laws, ordinances and regulations in any manner affecting the Premises or the use thereof whether now existing or hereafter enacted. Lessee shall not permit any unlawful occupation, business or trade to be conducted on the Premises or any use to be made thereof contrary to any law, ordinance or regulation. Lessee shall not post any sign, card or placard on the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

6. Real Estate Taxes.

(a) As soon as possible following execution of this lease, Lessee shall file and pursue, with all due diligence, a tax division in order that the Premises (the "Tax Premises") may be assessed and taxed as a single and separate parcel from the real estate under the Prime Lease. The Premises shall consist of that parcel of land containing approximately eight (8) acres and having its approximate boundary as the easterly line of the right-of-way of Illinois State Highway Route 83, the Ship and Sanitary Canal, the Illinois and Michigan Canal Reserve, northeasterly to the property line of that property leased by the Lessee from the Prime Landlord (the "Holnam Facility").

(b) Lessee, during the term of this lease, shall pay all real estate taxes, general and special, levied against the Tax Premises. The taxes payable by Lessee shall be calculated on an accrual basis. In partial satisfaction of Lessee's obligations hereunder, and if so requested by Lessor, Lessee shall deposit with Lessor monthly one-twelfth of the estimated annual real estate taxes on the Tax Premises as determined, from time to time, by Lessor in its reasonable discretion. Until such time as a separate tax bill is issued for the Tax Premises, Lessee shall pay to Lessor, upon demand, a pro-rata share of the real estate taxes payable under the Prime Lease, such pro-rata share of real estate taxes to be determined by Lessor in the exercise of its reasonable discretion based upon an estimate of the real estate taxes that would be payable with respect to the Tax Premises if a separate tax bill was issued.

(c) Lessee's obligation under this paragraph for the payment of real estate taxes shall survive the expiration or termination of this lease.

7. Initial Improvements. Lessee shall be permitted to construct such facilities as are necessary for the loading and discharge of barges and the storage of material and product, provided, however, that any such construction shall be subject to the prior written approval of Lessor and Prime Landlord. To the extent required by Lessor or Prime Landlord, Lessee shall submit to Lessor or Prime Landlord, as requested, plans and specifications for any construction on the Premises and shall make such modifications thereto as may be reasonably requested by Lessor or Prime Landlord. As a further condition of such construction, Lessee shall deliver to Lessor and Prime Landlord evidence of insurance and financing for such construction as may be reasonably requested by Lessor or Prime Landlord and shall comply with all requirements reasonably imposed by Lessor or Prime Landlord. At the expiration or termination of this lease, all improvements remaining will become the property of Lessor or Prime Landlord, as per Section 3.06 of original Lease, and the Premises returned to Lessor in the manner required by Section 4 of this lease.

8. Insurance. Lessee, at its own cost and expense, at all times during the term of this lease, shall provide and keep in full force and effect (i) a comprehensive general liability insurance policy with limits of liability as may be reasonably requested, from time to time, by Lessor, and (ii) such other insurance as may be reasonably requested by Lessor. All policies of insurance required to be obtained and maintained under this lease shall be in a form and with

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companies acceptable to the Lessor, shall contain a waiver by the insurer of its right of subrogation, if any, against Lessor and Prime Landlord, shall contain an endorsement which, in substance, provides that no act of negligence on the part of the insured or any occupant of the Premises, and no occupancy or use of the Premises for any purpose more hazardous than that permitted by the terms of such policy, will affect the validity or enforceability of such insurance and shall, on any liability risk policy, name Lessor, its directors, officers and affiliated companies and Prime Landlord as additional insureds. All such policies of insurance shall also require written notice from the insurer to the Lessor at least twenty (20) days prior to the expiration, cancellation or termination of any such policies. All policies of insurance, required to be maintained by Lessee under this lease, together with evidence that the premiums therefor covering a period of not less than one (1) year have been paid, shall be deposited with Lessor in the form of a Certificate of Insurance and, not less than thirty (30) days prior to the expiration of any such policy, Lessee shall deposit an appropriate renewal Certificate of Insurance and evidence of the premium payment therefor as aforesaid. In the event Lessor, in its reasonable discretion determines that any insurance provided by Lessee does not comply with the insurance requirements set forth herein, then Lessor may, at any time and at its own discretion, procure and substitute for any and all of the policies of insurance deposited as aforesaid such other policy or policies of insurance, in such amount and carried with such company as it may determine, and the cost therefor shall be repaid to Lessor by Lessee upon demand.

9. Utilities and Other Services. Lessee shall pay all charges for electric, telephone and other utility service furnished to the Premises during the term of this lease. It is the intention of the parties that this shall be a net lease with Lessee responsible for all costs relating to the Premises. Lessor shall have no obligation to provide any services to the Premises and Lessor shall not be liable, by abatement of rent or otherwise, in the event Lessee is not able to operate its business in the Premises as a result of Lessee's failure to obtain utility or other service at the Premises.

10. Maintenance and Repair. Lessee, at its own cost and expense, at all times during the term of this lease, shall keep the Premises and the improvements thereon in good order and repair and in compliance with all laws and ordinances making all repairs, interior and exterior and structural and nonstructural, that may become necessary, and shall keep the Premises in a clean and healthful condition.

Pursuant to the lease between the Prime Landlord and the Lessor, there are certain requirements as to maintenance of the stone channel side of the Main Channel, also known as Sanitary Drainage and Ship Canal as contained in Sections 5.01 and 5.02 of such lease. The Lessee shall in its operations fully conform to the requirements as provided in Sections 5.01 and 5.02 of such lease and shall at its cost and expense, restore or repair the said stone channel side when requested to do so by the Chief Engineer of the Prime Landlord as provided in Sections 5.01 and 5.02 of the Prime Lease. In the event Lessee fails or neglects to perform such maintenance work or such restoration or repair of the stone channel to the satisfaction of the Prime Landlord and should the Prime Landlord require the Lessor to do such work, it is agreed that the cost of such work as borne by the Lessor shall be reimbursed by the Lessee.

11. Indemnity and Waiver.

(a) Lessee shall protect, indemnify and save Lessor, its directors, officers, employees and agents, forever harmless from and against any and all liability, loss, damage, expense (including reasonable attorneys fees), causes of action, suits, claims, demands or judgments of any nature whatsoever arising out of or relating to injury to persons or property on or about the Premises or in any manner growing out of or connected with Lessee's use or occupation of the Premises or the condition thereof.

(b) Lessee waives any and all claims it may have against Lessor for damage or injury to persons or property sustained by Lessee or any person claiming by, through or under Lessee resulting from any part of the Premises or any improvements or equipment located thereon being out of repair, from any accident on or about the Premises or, directly or indirectly, from any act or neglect of any person (including Lessor to the extent permitted by law). All property belonging to Lessee or any officer, agent, employee, customer, or guest of Lessee that is in or on any part of the Premises shall be there at the risk of the Lessee or such other person only

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and Lessor shall not be liable for damage thereto for any reason whatsoever or for the theft or misappropriation thereof.

(c) The rights and obligations of Lessee under this paragraph shall survive the expiration or termination of this lease.

12. **Liens.** Lessee shall not permit the Premises to become subject to any mechanics', laborers' or materialmen's or other lien on account of labor, services or material furnished to Lessee, or claimed to have been furnished to Lessee, in connection with Lessee's operations or work of any character performed or claimed to have been performed on the Premises for or at the direction or sufferance of Lessee and, in case of the filing of any such lien, Lessee will cause same to be discharged within thirty (30) days. Lessee may, however, contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided Lessee shall give reasonable security to Lessor as may be demanded by Lessor to prevent any sale or foreclosure of the Premises by reason of any such lien. Lessee shall immediately pay or otherwise satisfy any judgment or decree rendered, with all proper costs, charges and interest, and shall at its own expense cause such lien to be released and any judgment satisfied of record.

13. **Alterations.** Except as otherwise provided in Section 7 of this lease, Lessee shall make no alterations or additions to the Premises except upon the prior written consent of Lessor. Any alterations or additions so made shall be removed at the expiration or termination of this lease and the Premises restored to the condition required under Section 4 of this lease.

14. **Subordination.** This lease and the rights of Lessee hereunder shall be and are hereby expressly made subject and subordinate to all ground or underlying leases affecting the Premises including, but not limited to, the Prime Lease and to the lien of any mortgages or deeds of trust now or hereafter existing against the Premises and all renewals, modifications and extensions thereof and to all advances made or hereafter to be made on the security thereof. Such subordination shall be self-operating provided, however, that Lessee shall execute and deliver, upon the request of the Lessor, any and all instruments reasonably required by Lessor subordinating the lease to any such ground lease, underlying lease, mortgage or deed of trust. Lessor is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Lessee to execute all such subordination instruments in the event Lessee fails to execute said instruments within five (5) days of any notice from Lessor requesting such execution.

15. **Prime Lease.** Lessee agrees to be bound by and to observe and perform all of the covenants and obligations of the Lessee under the Prime Lease except to the extent such covenants and obligations do not relate to the Premises or are inapplicable, inappropriate, inconsistent with or modified by the provisions of this lease. In the event the Prime Lease, at any time or for any reason, is terminated, this lease shall terminate and the parties hereto shall have no further rights or obligations hereunder except those rights and obligations which expressly survive the expiration or termination of this lease.

16. **Condemnation.** In the event the Premises or any portion thereof is condemned or taken for any public or quasi-public use or purpose causing the remaining portion of the Premises to be unfit or unsuitable for operation of Lessee's business, then at the option of Lessee and upon written notice to Lessor within ten (10) days after the date possession of the part so condemned or taken is surrendered, this lease shall terminate as of the date such notice is given by Lessee. In the event the Premises or any portion thereof is condemned or taken for any public or quasi-public use or purpose and either (a) the remaining portion of the Premises is not unfit or unsuitable for the operation of Lessee's business or (b) the remaining portion of the Premises is unsuitable for the operation of Lessee's business and Lessee does not exercise its option to terminate this lease as provided in this Section, then this lease shall remain in full force and effect with no reduction in the rent payable hereunder. Any compensation awarded as damages for the condemnation or taking of the Premises or appurtenances thereto, together with any severance damages, shall in all cases be an equitable share between Lessor and Lessee. A copy of the Prime Lease is attached hereto as Exhibit B.

17. **Access by Lessor.** Lessor shall have the right to enter upon the Premises upon reasonable prior notice to Lessee.



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18. **Sublease and Assignment.** Lessee may not assign this lease nor sublease all or any portion of the Premises and any attempt by Lessee to assign this lease or sublet all or any portion of the Premises shall be void.

19. **Environmental.** Lessee shall comply with all local, state and federal environmental ordinances and regulations. Lessee shall be liable for and shall hold harmless and indemnify Lessor and Prime Landlord from and against any loss, cost, damage, expense (including reasonable attorneys' fees) or liability, or claims therefor, suffered by the Lessor or Prime Landlord due to Lessee negligence or inadherence to any covenant of this document.

20. **Default.** Any one or more of the following events shall be considered an event of default, as that term is used in this Section, if Lessee receives written notice of the same from Lessor and fails to cure such alleged default within seven (7) days of receiving such written notification:

(a) Lessee's default in any payment of rent, or any payment required to be made by Lessee hereunder, when due and as provided herein;

(b) Lessee's default in keeping, observing or performing any of the other covenants or agreements contained herein and such default is not remedied within ten (10) days after notice thereof to Lessee;

(c) The Premises are levied upon by any revenue officer or similar officer;

(d) Lessee suffers the appointment of a receiver, makes a general assignment for the benefit of creditors, becomes insolvent or is adjudged a bankrupt.

Upon the occurrence of any one or more of such events of default, Lessor may at its election terminate this lease or terminate Lessee's right to possession only without terminating the lease. Upon termination of the lease, or upon any termination of the Lessee's right to possession without termination of the lease, Lessee shall surrender possession and vacate the Premises immediately and deliver possession thereof to Lessor, and hereby grants to Lessor the full and free right, without demand or notice of any kind to Lessee, to enter into and upon the Premises as Lessor's former estate and to expel or remove Lessee and any others who may be occupying or within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing Lessor's rights to rent or any other right given to Lessor hereunder or by operation of law. Upon termination of the lease, Lessor shall be entitled to recover as damages all rent and other sums due and payable by Lessee on the date of termination, plus (i) an amount equal to the value of the rent and other sums provided herein to be paid by Lessee for the residue of the stated term hereof and (ii) the cost of performing any other covenants to be performed by Lessee. If Lessor elects to terminate Lessee's right to possession only without terminating the lease, Lessor may, at Lessor's option, enter into the Premises and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the lease or releasing Lessee, in whole or in part, from Lessee's obligations to pay the rent hereunder for the full term or from any other of its obligations under this lease.

No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy herein provided or available at law or in equity but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, and every power and remedy given by this lease to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

21. **Lessor's Option to Cure.** If Lessee shall default in the performance of any covenant required to be performed by it by virtue of any provision in this lease, Lessor may (but shall not be obligated to) perform the same for the account and at the expense of Lessee immediately, after first giving notice to Lessee of its intention to do so. If Lessor at any time is compelled to pay, or elects to pay, any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Lessee to comply with any provision hereof, or if Lessor is compelled to incur any expense, including reasonable attorneys' fees and costs of litigation, in instituting, prosecuting or defending any action or proceeding instituted by

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reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, together with all interest, penalties, costs and damages, shall be deemed to be an additional rent and shall be immediately due from Lessee to Lessor upon notice from Lessor to Lessee stating the amount so due.

22. Late Charge and Attorneys' Fees. Any amount not paid when due shall bear interest at the rate of four (4) percentage points over the prime rate in effect, from time to time, as published in the Wall Street Journal or the maximum rate permitted by law, whichever is less. Lessee shall pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by Lessor in enforcing the covenants and agreements of this lease.

23. Waiver. No waiver by Lessor of any breach by Lessee of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other obligation, agreement or covenant, nor shall any delay or forbearance by Lessor to seek a remedy for any breach by Lessee be deemed a waiver by Lessor of its rights and remedies with respect to such breach or any subsequent breach. The acceptance by Lessor of any payment of rent or other charges hereunder after the termination by Lessor of this lease or of Lessee's right to possession hereunder shall not, in the absence of an agreement in writing to the contrary by Lessor, be deemed to restore this lease or Lessee's right to possession hereunder, as the case may be, but shall be construed as a payment on account and not in satisfaction of damages due from Lessee to Lessor.

24. Notices. Any notice or communication provided for herein shall be in writing and shall be given either by personal service, by nationally recognized overnight courier or by certified or registered mail, return receipt requested with all postage and fees prepaid, addressed as follows:

If to Lessor:

Hannah Marine Corporation  
Route 83 and Archer Avenues  
Lemont, Illinois 60439  
Attn: President

with a copy to:

Vedder Price Kaufman & Kammholz  
222 North LaSalle Street  
Chicago, Illinois 60601  
Attn: Michael L. Igoe, Jr.

If to Lessee:

Holnam; Inc.  
6211 North Ann Arbor Road  
Dundee, MI 48131  
Attn: Real Estate Department  
cc: Attn: Logistics Department

Attn: \_\_\_\_\_

Notices shall be deemed given (i) when delivered or refused if given by personal service, (ii) on the next business day if given by nationally recognized overnight courier service or (iii) on the second business day after mailing if given by mail in accordance with this Section. The person and place to which notices are to be mailed may be changed from time to time by either party upon written notice to the other.

25. Nature of Covenants, Binding Effect. All of the covenants, agreements, conditions and undertakings in this lease shall extend and inure to and be binding upon the parties hereto and their permitted successors and assigns, the same as if they were in every case specifically named, and shall be construed as covenants running with the land.

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26. Captions. The captions of the Sections of this lease are for convenience only and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

27. Applicable Law. This lease shall be construed and enforced in accordance with the laws of Illinois.

28. Interpretation. If any provision of this lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. The table of contents, captions, headings and titles, if any, in this lease are solely for convenience of reference and shall not affect its interpretation. All terms and words used in this lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. The word "person" as used in this lease shall mean a natural person or persons, a partnership, a corporation or any other form of business or legal association or entity.

29. Liability of Lessor. Lessee shall have recourse to Lessor's estate and interest in the Premises for the satisfaction of any judgment (or other judicial process) in the event of any default by Lessor under this lease and Lessee shall have no right or claim against any other property or assets of Lessor.

30. Complete Agreement. This lease constitutes the complete and exclusive agreement between the parties and all previous agreements with respect to the subject matter contained herein, whether written or oral, are superseded by this lease.

IN WITNESS WHEREOF, the parties hereto have signed this lease as of the date first above written.

Lessor:

Lessee:

Hannah Marine Corporation

Holnam, Inc.

By: Jeffrey N. Winslow  
Its: President

By: Domen Stojic  
Its: SR. VICE PRESIDENT

Attest: Patricia R. Raymond  
Its: \_\_\_\_\_

Attest: [Signature]  
Its: Assistant Secretary

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## CONSENT OF Prime Landlord

The undersigned, being the Lessor under the Prime Lease, hereby consents to the foregoing lease and to the terms and conditions set forth therein.

Metropolitan Water Reclamation  
District of Greater Chicago

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office  
(Attached)



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## CONSENT TO SUBLEASE

Consent by the Metropolitan Water Reclamation District of Greater Chicago (hereinafter called "District") to sublease dated September 24, 1999, by and between Hannah Marine Corporation, an Illinois corporation, and Holnam, Inc., a Delaware corporation ("sublessee").

## WITNESSETH

WHEREAS, Hannah Marine Corporation is the lessee of certain District real estate located in Cook County, Illinois, pursuant to an indenture of lease ("Prime Lease") dated August 23, 1951.

WHEREAS, lessee, Hannah Marine Corporation, has requested that the District consent to its sublease of approximately 8 acres of its leasehold as described in the foregoing "Industrial Sublease" to Holnam, Inc. and subject to the terms set forth therein.

WHEREAS, the District is willing to consent to said sublease subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the foregoing Industrial Sublease, the District hereby consents to Lessee's sublease of approximately 8 acres of its leasehold subject to the terms and conditions set forth in the foregoing Industrial Sublease, and the following.

1. Rent: Sublessee shall pay an annual sublease rental to the District for use of the sublease premises as set forth herein.
  - a. The initial sublease annual rental for the period of October 1, 1999, to September 30, 2000, shall be \$35,348.60 and shall be due and payable upon execution of this agreement.
  - b. The sublease rental for the period from October 1, 2000, to August 31, 2001, shall be \$32,402.88 and shall be paid to the District on or before December 31, 2000.
  - c. The Prime Lease provides for an adjustment of rental on September 1, 2001, and every 15 years thereafter, and at said times an adjustment of the sublease rental shall also be made and determined as follows:
    - (1) No later than 90 days prior to September 1, 2001, and September 1st every 15 years thereafter, sublessee shall obtain, at its sole cost and expense, and submit to the District two appraisals of the fair market value of the fee simple interest of the sublease premises. The District, at its option, may obtain a third appraisal. The District, at its sole discretion, shall accept one of the appraised values as the fair market value of the sublease premises and the adjusted annual sublease rental shall be established at 10% of the

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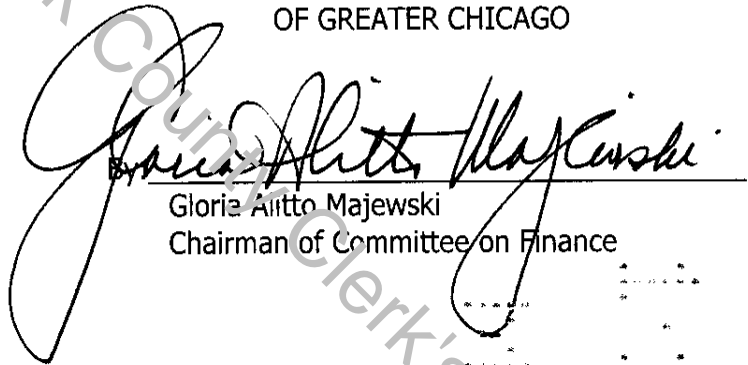
selected appraised value and shall then be in effect for the next 15 years. In the event that the rental readjustment process set forth in this paragraph is not completed by the date the new sublease rental is scheduled to take effect, the new adjusted sublease rental shall be applied retroactive to the scheduled sublease rental adjustment date—September 1st.

In the event the sublessee fails to provide its appraisals as required by Paragraph 1 c.(1) above, then the District shall determine the new sublease rental without first obtaining the sublessee's appraisals.

- d. The annual sublease rental adjusted as set forth in Paragraph C above, shall be due and payable in advance on the first day of September of each year that the "Industrial Sublease" is in effect.

The undersigned, being the Lessee under the Prime lease, hereby consents to the foregoing Industrial Sublease subject to the terms and conditions set forth therein and set forth in this Consent to Sublease.

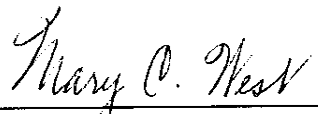
METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO



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Gloria Aitto Majewski  
Chairman of Committee on Finance

ATTEST:

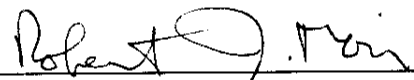


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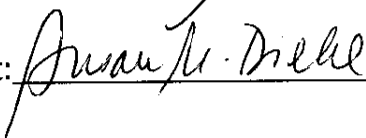
Mary C. West, Clerk

AGREED:

HOLNAM, INC.

By: 

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Attest: 

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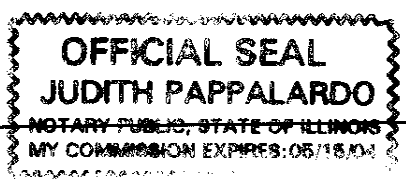
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, JUDITH PAPPALARDO, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria Alitto Majewski, personally known to me to be the Chairman of the Committee on Finance of the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Mary C. West, personally known to me to be the Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said Chairman of the Committee on Finance and said Clerk duly executed said instrument in behalf of the Metropolitan Water Reclamation District of Greater Chicago and caused the corporate seal to be affixed thereto pursuant to the authority given by the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, as their free and voluntary act and as the free and voluntary act and deed of the Metropolitan Water Reclamation District of Greater Chicago, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of January, A.D. 2002.

Judith Pappalardo  
Notary Public

My Commission expires:



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APPROVED AS TO FORM AND LEGALITY:

Frank E. Gardner  
Head Assistant Attorney

Michael G. Rosenberg 1-4-02  
Attorney

APPROVED:

Ed. L. Lamm  
General Superintendent

RECEIVED:

Fee \_\_\_\_\_

Insurance \_\_\_\_\_

Bond \_\_\_\_\_

Property of Cook County Clerk's Office



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**EXHIBIT A****LEGAL DESCRIPTION**

ALL THAT PART OF LOTS 193 AND 195 LYING SOUTHWESTERLY OF A LINE WHICH IS NORMAL TO NORTHWESTERLY LINE OF SAID LOTS AT A POINT 1300 FEET NORTHEASTERLY OF THE CENTER LINE OF STATE HIGHWAY ROUTE 83 AS MEASURED ALONG SAID NORTHWESTERLY LINE OF SAID LOTS AND LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF STATE HIGHWAY ROUTE 83 IN SANITARY DISTRICT TRUSTEES SUBDIVISION IN SECTIONS 11 AND 14, TOWNSHIP 27 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 22-11-100-011 and 22-14-200-003

Property of Cook County Clerk's Office