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86125003

TERMINATION OF
ASSIGNMENT AGREEMENT

64447

THIS AGREEMENT, made as of this 11th day of October, 1985, by and between FIL HOLDING COMPANY, a Pennsylvania corporation and wholly owned subsidiary of Compagnie Generale De Chauffe, a corporation organized and existing under the laws of France (hereinafter called "FIL") and CHEMCLEAR INC., a Pennsylvania corporation (hereinafter called "ChemClear").

WITNESSETH:

WHEREAS, ChemClear, as tenant, and Chicago Regional Port District (hereinafter called "CRPD"), as landlord, entered into a Site Lease dated September 26, 1980, (the "Lease"), a Memorandum of which Lease was recorded in the Office for the Recording of Deeds, Cook County, Illinois on October 27, 1981, as Document No. 26039035, with regard to certain premises located at 11800 South Stony Island Avenue, in the Chicago Regional Port District, Lake Calumet Harbor, Cook County, Illinois, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Premises").

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WHEREAS, ChemClear and FIL entered into an Assignment Agreement (hereinafter called "Assignment") dated August 26, 1982, recorded in the Office for the Recording of Deeds, Cook County, Illinois, on September 24, 1982, as Document No. 26361394, pursuant to which ChemClear assigned to

Box 334

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FIL, with the consent of CRPD, all right, title and interest of ChemClear in and to the Lease.

WHEREAS, ChemClear and FIL entered into an agreement providing for ChemClear to reacquire all of FIL's interest in the Lease.

WHEREAS, ChemClear and FIL now desire to enter this Agreement to terminate the Assignment and to provide that FIL shall have no further liability for matters arising under the Lease from and after October 18, 1985, subject, however, to the consent of CRPD, to the extent required.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Assignment is hereby terminated and shall be of no further force and effect from and after October 18, 1985, subject, however, to the consent of CRPD, to the extent required.

2. FIL does hereby sell, transfer, assign and set over to ChemClear all of its right, title, interest, privileges and benefits in, to, under and arising out of the Lease and all of its right, title and interest in and to the Premises and ChemClear does hereby assume and agree to perform all of the duties, obligations and liabilities of the tenant under the Lease from and after October 18, 1985, subject, however, to the consent of CRPD, to the extent required.

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3. From and after October 18, 1985, ChemClear shall be the sole tenant under the Lease, and FIL shall have no further liability under the Lease or the Assignment for matters arising thereunder from and after such date, subject, however, to the consent of CRPD, to the extent required.

4. ChemClear will hold harmless and indemnify FIL from all manner of suit, actions, damages, charges and expenses, including but not limited to, reasonable out-of-pocket attorney's fees, that FIL may sustain as a result of ChemClear's use of the Premises.

5. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto intending

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to be legally bound hereby have caused these presents to be
duly executed the day and year first above written.

CORPORATE SEAL

CHEMCLEAR INC.

By: Orning W. Beel Chairman + Chief
(Title) Executive
Officer

Attest: Paul M. ... Secretary
(Title)

CORPORATE SEAL

FIL HOLDING COMPANY

By: Edwin B. ... Vice-President
(Title)

Attest: R.T. ... Secretary
(Title)

This document prepared by
Beth C. Rasmussen
Printer, Public & Private
1101 Fair Building
Philadelphia, PA 19107

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On this 11th day of October, 1985, Compagnie Generale De Chauffe hereby approves and agrees to the foregoing Termination of Assignment Agreement.

COMPAGNIE GENERALE DE CHAUFFE

By: Edwin B. Chen
ATTORNEY IN FACT (Title)

Attest: R.T. Ramler
(Title)

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COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

On the 15th day of OCTOBER, 1985, before me, the undersigned officer, personally appeared CHRISTY W. BELL and CAEL R. CORDING who acknowledged themselves to be the Grand Chief Executive Officer and CHAIRMAN, and SECRETARY of CHEMCLEAR INC., a Pennsylvania corporation, and that they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes contained by signing the name of the corporation by themselves as such officers.

Mary Ann T. Calamia
Notary Public

MARY ANN T. CALAMIA, Notary Public
Treyllan Twp., Chester Co.
My Commission Expires Feb 27, 1989

My Commission Expires:

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COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Montgomery :

On the 11th day of OCTOBER, 1988, before me, undersigned officer, personally appeared EDWARD B. CAPLAN and ROBERT T. CAMBO who acknowledged themselves to be the VICE PRESIDENT and SECRETARY of FIL HOLDING COMPANY, a Pennsylvania corporation, and that they, as such officers, being authorized to do so, executed the foregoing instrument for the purposes contained by signing the name of the corporation by themselves as such officers.

Cathy Farzetta
Notary Public

My Commission Expires: CATHY FARZETTA, Notary Public
Upper Moreland Twp, Montgomery Co
My Commission Expires Sept. 26, 1988

RECORDING \$17.00
1988 OCT 11 09:38 AM
MONTGOMERY COUNTY CLERK'S OFFICE

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EXHIBIT LA 25003

The part of the East 1/2 of Fractional Section 23 and of the West 1/2 of Section 24, all in Township 37 North, Range 14, East of the Third Principal Meridian, South of the Indian Boundary Line and that part of Lake Calumet on said Township and Range, described as follows:

BEGINNING at the Southeast corner of Slip No. 6 as delineated in "The Arend Van Vlissingen Plan for Proposed Development" as amended May 12, 1967; thence North 70 degrees 17 minutes 19 seconds East 516.440 feet, along the North-easterly extension of the Southeasterly line of said Slip No. 6 to the point of intersection with a line 100.0 feet Westerly of and parallel with the center line of S. Stony Island Avenue said center line being the Permanent Boundary Line as delineated on the aforesaid Plan; thence South 11 degrees 08 minutes 10 seconds East, 208.051 feet along said parallel line to an angle corner; thence South 0 degrees 21 minutes 48 seconds East, 208.012 feet along a line 100.00 feet Westerly of and parallel with said center line of S. Stony Island Avenue to the point of intersection with the Northeasterly extension of the Northwesterly line of Slip No. 4 as delineated in the aforesaid Plan; thence South 70 degrees 17 minutes 19 seconds West 2707.652 feet along said Northeasterly extension and along the Northwesterly line of said Slip No. 4 to an angle corner; thence North 88 degrees 54 minutes 55 seconds West 200.00 feet along the Southwesterly line of said Slip No. 4 to a point on the Easterly line of the Anchorage Basin as delineated on said Plan; thence North 01 degrees 05 minutes 05 seconds East 351.919 feet along said Easterly line to the Southwest corner of said Slip No. 6; thence North 70 degrees 17 minutes 19 seconds East, 2351.91 feet along the South-casterly line of said Slip No. 6 to the herein designated place of beginning, in Cook County, Illinois.

Containing 26.5067 Acres.

PLD JP

26 26 - 600 - 001 - 8625

Address

11600 S. Stony Island Avenue
Chicago, Ill. 60619

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