

# UNOFFICIAL COPY

## LICENSE AGREEMENT

Prepared by J. M. A. L. D. D.

HOWARD HARRIS  
303 E. Wackeron  
Chicago, Ill

88380842

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This License Agreement is made and entered into by and between McCORMICK ROAD ASSOCIATES, a General Partnership (hereinafter "Licensor") AND DEVON-McCORMICK ASSOCIATES, an Illinois Limited Partnership (hereinafter collectively referred to as "Licensee") on the 18th day of December 1987



### W I T N E S S E T H

WHEREAS, Licensor is the (i) Lessee under a Lease Agreement between itself and the Metropolitan Sanitary District of Greater Chicago ("MSD"), a copy of said Lease Agreement is attached hereto as Exhibit "A" and made a part hereof; and (ii) is the Beneficiary of the Land Trust which own Super Gap Plaza; legally described in Exhibit "B", made a part hereof; and

WHEREAS, Licensor is desirous of granting a non-exclusive License to utilize the property which is the subject matter of Exhibit "A" (the "MSD Property") and the Super Gap Plaza parking area which is the subject matter of Exhibit "B" ("Super Gap Property") for the parking purposes and for purposes of ingress and egress without cost or expense to the Licensee for the use of the Licensee's tenants who will be conducting business located upon a parcel of real estate which is described in Exhibit "A" and is being developed by Licensee and which is contiguous to the property which is the subject matter of this License; and

WHEREAS, Licensee is desirous of obtaining such a license and understands and acknowledges that said License is non-exclusive in nature and the MSD Property and Super Gap Property are to be utilized by others; and

NOW THEREFORE, in consideration of the sum of Ten No/100 (\$10.00) Dollars each to the other in hand paid and in further consideration of the mutual covenants herein contained, IT IS AGREED as follows:

1. That Licensor hereby grants to the Licensee a Non-Exclusive License to utilize the MSD Property and Super Gap Property.
2. That by virtue of this Non-Exclusive License, the Licensee shall have the right to (i) park vehicles and allow vehicles belonging to its tenants, customers, visitors and employees to park upon the MSD Property and Super Gap Property; and (ii) utilize the MSD Property and Super Gap Property for purposes of ingress and egress to and from the property and businesses occupied by the Licensee which is contiguous to the MSD Property and Super Gap property.

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EXHIBIT

EXHIBIT E

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3. That the Licensee shall have no responsibility (i) to pay any portion of the expenses incurred by the Licensor in maintaining the MSD Property and the Super Gap Property, nor (ii) to contribute any portion of the rental payments required to be made by Licensor pursuant to the terms of Exhibit "A".

4. That the terms of the License shall commence on the date hereof and terminate upon the final termination of the term of Exhibit "A" or upon the termination of any extended term of Exhibit "A".

5. Licensor shall grant no further license to use the property which is the subject matter of Exhibit "A" without the consent of Licensee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

MCCORMICK ROAD ASSOCIATES,  
a General Partnership

DEVON-McCORMICK ASSOCIATES,  
an Illinois Limited Partnership

By:

*[Signature]*

*Harvey W. Server*

GENERAL PARTNER

MANAGING GENERAL PARTNER

DEPT-01  
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#7694 # A 1-88-3500  
COOK COUNTY RECORDER

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SELECTION  
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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Richard Morawski, a Notary Public in and for said County in the State aforesaid, do hereby certify that Barry B. SHUMAN who is personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as the general partner(s) of USCENICK ROAD ASSOCIATES, an ILLINOIS GENERAL partnership, and to me personally known to be such person(s), appeared before me this day in person and acknowledged that (he) (she) signed and delivered said instrument on behalf of said Partnership and as (his) (her) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of DECEMBER, A.D. 1987.

Richard Morawski  
Notary Public

My commission expires:  
8-16-89

Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, RICHARD MORAWSKI, a Notary Public in and for said County in the State aforesaid, do hereby certify that HARVEY W. SERVER who is personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument as the general partner(s) of DEVON-McCALMICK ASSOCIATES, an ILLINOIS LIMITED partnership, and to me personally known to be such person(s), appeared before me this day in person and acknowledged that (he) (she) signed and delivered said instrument on behalf of said Partnership and as (his) (her) free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of DECEMBER, A.D. 1987.

Richard Morawski  
Notary Public

My commission expires:  
8-16-89

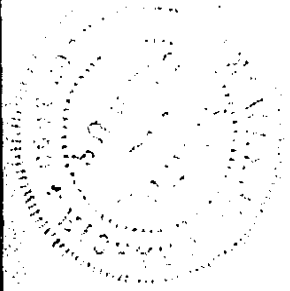
Notary Public of Cook County Clerk's Office

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Case No. 12-00000-00

Property of Cook County Clerk's Office



12-00000-00



THIS INDENTURE, Made this 15th day of August, 1985, by and between THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter designated the "Lessor"), and McCORMICK ROAD ASSOCIATES, an Illinois General Partnership (hereinafter designated the "Lessees")

WITNESSETH THAT:

ARTICLE ONE.

1.01 PREMISES LEASED

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said lessee s all the following described premises situated in the County of Cook and State of Illinois, to-wit:

Parcel D

A parcel of land lying in the East 1/2 of the Northeast 1/4 of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the East line of the aforesaid Northeast 1/4 and the Northeasterly right-of-way line of Lincoln Avenue; thence N50°-57'-58" W along the Northeasterly right-of-way line of Lincoln Avenue 577.72 feet to the Westerly right-of-way line of the North Shore Channel; thence N90°-08'-31" W, along said Westerly line 845.00 feet to the point of beginning; thence continuing N90°-08'-31" W, 272.86 feet; thence N88°-19'-34" E, 156.33 feet; thence S60°-32'-27"E, 252.73 feet; thence S80°-51'-29"W, 145.00 feet to the point of beginning, containing 0.9058 acres, and

Parcel E

A parcel of land lying in the Northeast 1/4 of Section 2; thence South 88° 19'-34" West along the north line of said Section 2, 597.00 feet; thence South 1°-40'-25" East, 33.00 feet to a point on the south line of Devon Avenue, said point being the point of beginning; thence South 1°-40'-26" East, 212.55 feet; thence South 5°-40'-26" East, 355.32 feet; thence South 88°-19'-34" West, 69.03 feet to the westerly right-of-way line of the North Shore Channel; thence North 90°-08'-31" West along said westerly right-of-way line, 364.64 feet to the easterly line of McCormick Boulevard; thence northerly along the easterly line of McCormick Boulevard said line being a curve concave to the northwest and having a radius of 550.51 feet, 187.56 feet; thence North 1°-49'-26" West along the easterly line of McCormick Boulevard, 21.50 feet to the south line of Devon Avenue; thence North 88°-19'-34" East along the south line of Devon Avenue, 60.00 feet to the point of beginning, containing 0.992 acres, more or less, all in Cook County, Illinois, as generally depicted in Exhibit A which is attached hereto.

EXHIBIT A

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1.02 TERM OF LEASE  
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The term of this Lease is twenty-five 25 years, beginning with the 1st day of August, A.D. 1985, and ending on the 31st day of July, A.D. 2010, unless said term shall be sooner ended under the provisions hereof.

**1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES**

It is expressly covenanted and agreed by the parties hereto that the Lessor executes and delivers this Lease without representation or warranties concerning Lessor's title to the premises and authority to execute this Lease and building and zoning laws affecting the demised premises. The Lessee has examined the title to the premises and Lessor's authority to enter into this Lease and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the demised premises and is satisfied that he may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the demised premises in accordance with the uses set forth in Section 3.06 of this Lease:

- (a) In the event on the date hereof or at any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.06 hereof or the construction set forth in Section 6.01 hereof, the Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to
- .....obtain such zoning change and building permits;
- (b) The failure of the Lessee to obtain, such zoning
- .....change as may be necessary and/or such building
  - .....permit, within one (1) year of the date of this
  - .....Lease, shall be cause for immediate cancellation
- of this Lease at the option of the Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

**1.04 EFFECT OF CONDEMNATION OF LEASEHOLD PREMISES**

It is expressly covenanted by the parties hereto:

- (a) That in the event of any condemnation of the premises herein leased, of the leasehold herein granted, or any part thereof, the entire condemnation award shall

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be the sole property of the Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the leasehold premises by Lessee for the purpose set forth in Section 3.06 hereof on the portion remaining impracticable, the Lessee shall be entitled to the cancellation of this Lease.

- (b) That in the event Lessee is deprived of the use of any of the premises hereunder pursuant to the provisions of Sections 5.02, 5.03, 5.04 and 5.05 hereof the rent to be paid hereunder by the Lessee shall forthwith abate as to such part of said premises, possession of which by Lessee is interfered with.

## ARTICLE TWO

### 2.01 PAYMENT OF RENTALS

The Lessee covenants and agrees, in consideration of the leasing of the premises aforesaid, to pay to the Lessor as rent for the said demised premises:

- (a) During the five-year period from August 1, 1985 through July 31, 1990 the annual rental shall be Twenty Three Thousand, Two Hundred and no/100 Dollars per annum, payable in installments of \$23,200.00 ~~annual, semi-annual~~ each, in advance, on the 1st day of quarterly, monthly

August thereafter for a period of five (5) years from the effective date of this Lease.

- (b) Thereafter the fixed annual rental to be paid by Lessee to Lessor shall be determined in accordance with the conclusions of a review of the fair market value of said premises, (independent of the improvements of the property subsequent to the effective date of this

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lease) to occur upon the expiration of first five (5) years of this Lease, and every ten (10) years thereafter, in accordance with Chapter 42, Section 327c, subsections 2 and 7 (Illinois Revised Statutes) by not less than two (2) appraisals which shall be procured and paid for by the Lessee and delivered to the Lessor; the annual rental payment may be increased or decreased, but not to exceed thirty percent (30%) of the annual rental payment made for the year preceding such review;

(c) The Lessor shall have the right to procure and pay for a third appraisal;

(d) FAIR MARKET VALUE of the leased premises shall be established by the Board of Commissioners of the Lessor at the end of the initial five (5) year period and at the end of each ten (10) year period thereafter.

(e) Such FAIR MARKET VALUE shall not be less than the lowest appraisal nor higher than the highest appraisal, including the appraisal, if any, procured by the Lessor;

(f) The fixed annual rent for each new period of this Lease shall be eight percent (8%) of FAIR MARKET VALUE;

(g) The appraisals required of the Lessee shall be made and dated within the last ninety (90) days of the first five (5) year period, and each ten (10) year period thereafter, of this Lease; said appraisals shall be delivered to the Lessor not later than forty-five (45) days prior to the end of each period;

(h) In the event that FAIR MARKET VALUE has not been established by the Board of Commissioners of the Lessor before the commencement of any new period, the Lessee shall continue to pay the rent of the prior period;

(i) Upon the establishment of FAIR MARKET VALUE, at any time later than the end of any period of this Lease, such value shall take effect as of the first (1st) day of the period; the Lessee shall within thirty (30) days, after notice, pay such additional rent



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as may be required if FAIR MARKET VALUE is higher than the previous period; if FAIR MARKET VALUE is lower than the previous period the Lessee shall be given credit to apply on the next rental payment when said payment is due;

(j) All annual rental payments required to be made by Lessee hereunder, pursuant to Paragraph 2.01, subparagraphs (b) through (i) inclusive, shall be paid in equal \_\_\_\_\_ annual

\_\_\_\_\_ annual \_\_\_\_\_ installments, in advance  
~~semi-annual, quarterly, monthly~~

on each and every first day of August, and each and every first day of every August thereafter for the duration of this Lease.

## ARTICLE THREE

### GENERAL PROVISIONS

#### 3.01 INTEREST ON RENT NOT PAID, WHEN DUE.

Lessee\_\_ agree\_\_ that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding day.

In addition, the Lessee\_\_ shall pay all administrative and legal costs incurred by the Lessor in collecting any arrearage in rent. Including but not limited to payment for legal work for the preparation of lawsuits and for the issuance of notices.

#### 3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC.

##### ERECTED ON PREMISES.

It is agreed by the Lessee\_\_ that the whole amount of rent reserved and agreed to be paid for said demised premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on said demised premises or that may at any time be erected placed or put on said demised premises by the Lessee\_\_ and upon the interest of said Lessee\_\_ in this Lease and in the premises hereby leased.

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## 3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO EFFECT RELEASE OF OBLIGATIONS.

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by the Lessor or any other action taken by the Lessor under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing the Lessees from their obligation to pay the rent as herein provided for the entire period of this Lease.

## 3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

## 3.05 RIGHT OF LESSOR TO RE-ENTER PREMISES UPON EXPIRATION OF NOTICE.

It is understood and agreed by and between the parties hereto that if the Lessees shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessees in the manner hereinafter provided, or in case the Lessees shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for ninety (90) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for the Lessor, at its election, at or after the expiration of said thirty (30) days or said ninety (90) days (as the case may be) after the giving of said notice to declare said term ended and upon the said demised premises or any part thereof, either with or without process of law, re-enter; and the Lessee or any other person or persons occupying, in or upon the same, to expel, remove, and put out, using such force as may be necessary in so doing, and the said demised premises to re-possess and enjoy as in their first and former estate, and to distrain for any rent that may be due thereon upon any of the property of the Lessee located on said demised premises, whether the

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same shall be exempt from execution and distress by law or not; and the Lessees, for themselves and their assigns, in that case, hereby waive all legal right, which they now have or may have, to hold or retain any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give the Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property or the Lessee<sup>s</sup> located on said demised premises as security for the payment of said rent in manner aforesaid, anything hereinbefore contained to the contrary notwithstanding. And if at the same time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee<sup>s</sup> for themselves and their successors and assigns, hereby covenant and agree to surrender and deliver up said premises and property peaceable to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee<sup>s</sup> or the successors or assigns of the Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, they shall be deemed guilty of a forcible detainer of said demised premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

### 3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for the leasing aforesaid, the Lessee<sup>s</sup> further covenants, promises and agrees to bear, pay and discharge (in addition to the rents specified), on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary; of every name, nature and kind whatsoever, which may be taxed, changed, assessed, levied or imposed upon said demised land or upon any and all buildings and improvements at any time situated thereon, and all of which may be assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said premises during the term of this Lease.

And it is further understood, covenanted and agreed by and between the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture of said

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demised premises or any part thereof, and within adequate time to prevent the appointment of a receiver for nonpayment of any of said taxes on said premises or any part thereof.

## 3.07 LESSEE TO FILE WITH ASSESSOR

It is expressly covenanted and agreed by the parties hereto that within thirty (30) days of the effective date of this Lease, Lessee shall file appropriate documentation with the County Assessor of the county in which the demised premises is located as is necessary to make its interests in the premises subject to general real estate taxes. Lessee shall be liable for all taxes due on either the leasehold or the real estate, whichever the County Assessor determines is taxable. A copy of said documents, receipted by the County Assessor shall be submitted to the Lessor within five (5) business days of filing. In the event Lessee fails to file all of the aforesaid documents within said thirty (30) days, Lessor will file those documents with the County Assessor and Lessee shall be charged for Lessor's administrative costs incurred in connection therewith.

## 3.08 TAX ESCROW

In addition to rental payments and any other monetary payments required to be made by Lessee to Lessor pursuant to the terms of this Lease, Lessee shall within ninety (90) days of the execution of this Lease deposit in escrow with Lessor a sum of money equal to 110% of the annual real estate taxes and any special or annual assessments for the year prior to the award of this Lease. If no real estate tax was levied against the demised premises during the year prior to the execution of this Lease, then the sum of money to be so deposited by Lessee with Lessor shall be equal to 110% of the estimated real estate tax for said real estate, based upon the equation for assessment then utilized by the county Assessor, and the overall real estate tax rate for that parcel as determined by the County Clerk and extended by the County Treasurer. Lessor shall hold the deposited funds in an interest bearing escrow account held for the benefit of Lessee but for the use of Lessor as a reserve to cure any default by Lessee in payment of real estate taxes or special assessments on the demised premises. Interest paid on said escrow deposit will continue to accrue and accumulate in the escrow account until the demised premises is fully improved as contemplated by this Lease, and assessed as fully improved by the Cook County

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Assessor, and real estate taxes extended on the basis of fully improved real estate taxes extended on the basis of fully improved real estate whereupon a sum of money equal to 110% of that year's taxes upon the fully improved assessment will, during the term of this Lease, be held in said escrow by Lessor. Any sums of monies in excess of the 110% retainage held by Lessor in the escrow after the payment of the second instalment of the current year's real estate taxes for the demised premises is paid will be remitted to the Lessee. In the event Lessee fails to submit to the Lessor proof of payment of the real estate tax applicable to the leasehold property within sixty (60) days of the date said tax is due then Lessor shall after reasonable written notice apply the escrow funds to pay the unpaid real estate taxes and any penalties and interest due thereon, without questioning or being accountable to Lessee for the correctness or legality of the same. If the amount of funds held by Lessor should not be sufficient to pay said taxes, Lessee shall remit to Lessor that additional amount necessary to pay said deficiency within thirty (30) days from the date written demand of same is made by Lessor to Lessee. Lessee's obligation to fund and maintain a balance on deposit equal to 110% of prior years real estate taxes in the aforesaid escrow is a continuing obligation of Lessee during the term of this Lease.

### 3.09 USE OF PREMISES

It is understood that the said demised premises is to be used by said Lessee for the sole and exclusive purpose of a paved and improved automobile parking lot for customers of the Lessees adjacent commercial development,

~~and for no other purposes whatsoever. Lessee shall not discriminate on the basis of race, sex, religion, or physical disability in the conduct of its business or use of the leasehold premises.~~

### 3.10 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the said demised premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling

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in any form, or for the conducting thereof of any business which shall be unlawful; Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away or consumed on the leasehold premises unless Lease is for a term of more than twenty (20) years and then only with the prior written consent of Lessor's Board of Commissioners and the furnishing of dram shop insurance or other applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be cancelled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which the Lessor is the named insured. Lessee<sup>s</sup> further agree not to maintain any nuisances or permit or produce any noxious odors on said demised premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of the said demised premises; and the Lessee<sup>s</sup> agree to keep said demised premises in a clean and sanitary condition, in accordance with the laws, ordinances and regulations of the City of Chicago, County of Cook, the State of Illinois, the United States of America, and of the Metropolitan Sanitary District of Greater Chicago.

3.11 LESSEE TO YIELD UP PREMISES, ETC.,  
UPON EXPIRATION OF LEASE AND  
DEMOLISH ANY IMPROVEMENTS IF  
NOTIFIED BY LESSOR.

The Lessee<sup>s</sup> agree at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up said demised premises, together with any buildings or improvements which may be constructed or placed upon said demised premises, to the Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. One hundred Twenty (120) days prior to the expiration of this lease, Lessor will determine which, if any, improvements constructed by Lessee during the term of this Lease on leasehold premises detracts from the value of the leasehold premises. Lessee will, upon receipt of ninety (90) day written notice, demolish the improvements as required by Lessor. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor. This requirement survives expiration or termination of this Lease agreement.

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## 3.12 FAILURE OF LESSOR TO INSIST ON PROVISIONS

NO WAIVER.

The Lessee<sup>s</sup> covenant\_\_ and agree\_\_ that if the Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of the Lessee\_\_, no such waiver shall release the Lessee<sup>s</sup> from its duty promptly and strictly to satisfy at all times after such waiver each and every of said obligations arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by the Lessor as aforesaid; and the Lessee<sup>s</sup> covenant\_\_ and agree\_\_ that if the Lessor shall for any length of time waive any right or rights accruing to it under the provisions of this Lease, such waiver shall be construed strictly in its favor and shall not estop it to insist upon any rights subsequently accruing to it under this Lease not in terms specifically waived; and the Lessee\_\_ covenant\_\_ and agree\_\_ that if it violates any of the obligations under this Lease no waiver by the Lessor of its right to take advantage of such violation shall estop it to insist upon its strict rights in case of and as to any subsequent violation by the Lessee of the same or any other obligation; and the Lessee<sup>s</sup> covenant\_\_ and agree\_\_ that this provision of this Lease shall apply especially (but not exclusively) to the right of the Lessor to require prompt payment of the rent in this Lease reserved and that no acceptance by the Lessor of any currency, legal tender, checks, coin, money, or value whatever, in payment of any other unpaid installment or installments of rent in lawful money of the United States of America, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.

## 3.13 VARIOUS RIGHTS, CUMULATIVE, ETC.

The Lessee<sup>s</sup> agree\_\_ that the various rights and remedies of the Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to the Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under the same, or the right herein given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created

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ended, as herein provided, upon the default of the Lessee\_\_, or failure of the Lessee\_s to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by the Lessee\_\_.

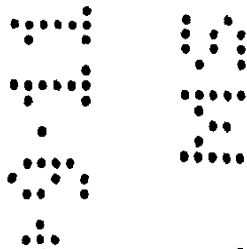
3.14 RIGHT TO MORTGAGE LEASEHOLD INTEREST.

It is understood and agreed by and between the parties hereto that nothing in this Lease contained shall be construed as restricting the right of the Lessees\_ to mortgage\_\_ leasehold interest in said demised premises, and the Lessees\_ hereby expressly given the right, at any time and from time to time, to mortgage that leasehold interest in said demised premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of said demised premises and the interest of the Lessor therein and the interest of the Lessor in any improvements which may be placed on said demised premises by the Lessee\_\_; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not become personally liable upon the covenants in this Lease unless and until they or their assignee\_\_ shall acquire the leasehold estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expirations of the term of said leasehold.

ARTICLE FOUR

4.01 INDEMNIFICATION

The Lessee\_s for itself, \_\_\_ executors, administrators, successors and assigns agree\_\_ to and do\_\_ hereby expressly assume all responsibility for and agree\_\_ to defend, indemnify, save and keep harmless the Lessor, its Commissioners, officers, agents, servants, and employees against any loss, damage, cost or expense which the Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property



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which shall at any time during the term of this Lease be caused by or in connection with the use of said demised premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon said demised premises, whether the same be caused by the negligence of the Lessee s, their officers, agents, or employees or by the negligence of any contractor employed by Lessee   , or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about said demised premises, or the use of said demised premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against the Lessor growing out of any such loss, damage, cost or expense, the Lessor may give written notice of the same to the Lessee   , and thereafter the Lessee    shall attend to the defense of the same and save and keep harmless the Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

The Lessee s agree    to save and keep harmless the Lessor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements or other work or for any improvements made to or placed upon said demised premises by or in behalf of Lessee or at Lessees' instance.

4.03 INSURANCE

- (a) The Lessee, prior to entering upon said premises and using the same for the purpose for which this Lease is granted, shall procure, maintain and keep in force at Lessee's expense, public liability, property damage and fire and extended coverage liability insurance in which the District, its Commissioners, officers, agents, and employees are a named insured from a company to be approved by the District, said policy with limits of not less than:

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## COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability  
and Property Damage Liability in the amount of  
not less than \$ 5,000,000.00;

## FIRE AND EXTENDED COVERAGE

Replacement Cost of Improvements.

Prior to entering upon said premises, the Lessee\_\_ shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Such insurance policy shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District; or

~~(b) The Lessee, prior to entering upon said premises and using the same for the purposes for which this Lease is issued shall prepare and transmit to the District an acknowledged statement that the Lessee is a self-insurer, and that such statement is issued in lieu of certificates of insurance in which the District is a named insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth below:~~

## COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability  
and Property Damage Liability in the amount of  
not less than \$ \_\_\_\_\_.

This statement shall be signed by such officer or agent of the Lessee having sufficient knowledge, of the fiscal structure and financial status of the Lessee, to make such ~~a statement on behalf of the Lessee.~~

(c) The provisions of this Section shall in no wise limit the liability of the Lessee as set forth under the provisions of Section 4.01 above.



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## 4.04 INSURANCE ON IMPROVEMENTS

The Lessee shall keep the said buildings and improvements erected, constructed or placed on said demised premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full replacement cost at Lessee's own expense at all times during the term of this Lease by an insurance company or companies approved by the Lessor. Lessor shall be a named insured on all of said insurance policies and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the terms of this Lease. All of such policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessees of the covenants herein; said policy or policies to be delivered to the Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by the Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by the Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only on architects' certificates after the Lessees have at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent that will enable the Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

Nothing herein contained in this paragraph shall be construed as a prohibition against the Lessees making further provision for insurance for the purpose of protecting the interest or interests of any money lending institution covering such interest or interests that said institution might have in the improvements placed upon the land covered by this Lease, providing that the Lessees shall pay the additional premiums therefor.

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4.05 FAILURE OF LESSEE TO INSURE IMPROVEMENTS.

In the event the Lessee<sup>s</sup> should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on said demised premises as above provided, then the Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by the Lessee<sup>s</sup> to the Lessor with the rents next thereafter falling due under this Lease, together with interest thereon at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.06 RIGHT OF LESSEE TO RECOVER PROCEEDS.

It is covenanted and agreed by and between the parties hereto that the Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. The Lessee<sup>s</sup> however, shall have the right in the name of the Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless the Lessor from any costs or attorney's fees in connection with any such proceeding to recover such insurance money. However, all sums so recovered shall be paid to the Lessor to be applied as herein provided.

4.07 APPLICATION OF INSURANCE PROCEEDS.

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on said demised premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon said demised premises) the Lessee<sup>s</sup> shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by the Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of the Lessor for handling such insurance and all costs and expenses of collecting the same,

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including attorney's fees, and all unpaid and overdue rental payments shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee<sup>S</sup> upon the delivery to the Chief Engineer of the Lessor of certificates of the architects of the Lessee<sup>S</sup> properly endorsed by the Lessee<sup>S</sup> and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

#### 4.08 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by the Lessor shall not be sufficient to fully pay for the repairing, restoring or rebuilding of said buildings and other improvements as aforesaid, then the Lessee<sup>S</sup> shall be required to pay such sums of money, in addition to said insurance money so collected by the Lessor as aforesaid, as may be necessary to pay for the complete repairing, restoring or rebuilding of said buildings and other improvements; it being understood, however, that the Lessor shall not be required to pay such insurance money so collected until the Chief Engineer of the Lessor is satisfied that such sum will complete the repairing, restoring and rebuilding of said buildings and other improvements, free of mechanics' liens for labor or material, in which event such monies shall be paid by the Lessor to the contractor or contractors employed by the Lessee<sup>S</sup> to complete repairing, restoring or rebuilding of said buildings and other improvements, upon delivery to the Chief Engineer of the Lessor of certificates of the architects of the Lessee<sup>S</sup> properly endorsed by the Lessee<sup>S</sup> accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent the Lessee<sup>S</sup> from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of said demised premises.

#### 4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that the Lessor shall in no event be liable to contribute or pay any sum of money toward the restoration, repair or

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rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by the Lessees in any of their payments, or a breach by the Lessee of any of the covenants and agreements of this Lease before the repairing, restoration, replacing or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by the Lessor shall belong absolutely to the Lessor.

4.10 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessees shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessees and in that event the Lessor shall pay to the Lessees the balance of said insurance money upon their written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on said demised premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

4.11 SECURITY DEPOSIT.

Lessees as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with the Lessor, prior to its occupancy of the leasehold premises a sum of money equal to two months rental. Said security deposit shall be returned to the Lessees upon its satisfactory performance of all of the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by the Lessees, the Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to the Lessee upon the termination or expiration of this Lease. In no event shall said security deposit be used as or applied to any installment or rent due or coming due hereinafter.

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ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS  
AND REQUIREMENTS

A. The Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipe lines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities.

B. The Lessee expressly agrees that the Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, power, and communication lines upon, under and across said demised premises. All such work shall be performed in such a manner so as to cause the least amount of interference with Lessee's use of the demised premises.

C. Lessee expressly understands and agrees that the Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the demised premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of Lessor's improvements, structures and constructions on the demised premises. However, it shall be the sole responsibility of the Lessee to ascertain the exact location of such installations on the demised premises. Lessee covenants and agrees that, at no time shall its use and occupancy of the demised premises damage or interfere with said facilities.

D. The Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers with its connecting sewers and appurtenances, and any other drains or structures constructed or operated in the furtherance of Lessor's corporate purpose upon, under and through said demised premises. The Lessor shall also have the right, privilege and authority to enter upon and use such portions of said demised premises as may be necessary in the opinion of the Chief Engineer of the Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers

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drains or other structures, appurtenances, parking areas and access drives and which do not unreasonably interfere with Lessee's use of the demised premises.

It is further expressly understood and agreed by the Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on said demised premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on said demised premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

E. It is expressly understood and agreed that the Lessor shall not be liable to the Lessee<sup>s</sup> for any loss, cost or expense which the Lessee<sup>s</sup> shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Lessor located on said demised premises, or by any other work which the Lessor may perform on said demised premises under the terms hereof, or adjacent to said demised premises.

F. The Lessee<sup>s</sup> shall relocate or remove the improvements existing or constructed upon the demised premises, at no cost to the District:

- (1) In the event that the demised premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or
- (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or
- (3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon the Lessor and diligently prosecuted to the conclusion.

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G. If at any time in the future, any portions of the demised premises are required for the construction of highways and roadways, or adjuncts thereto, such

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as interchanges, ramps and access roads, as determined by the Chief Engineer of the Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Lessee\_\_ shall surrender possession of such part of the demised premises that may be so required. Lessee agrees also, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of said demised premises so required, or reconstruct or relocate such of its installations so as to permit the use of said demised premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Lessee\_\_ by said Chief Engineer.

H. The Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days' written notice given by the Lessor to the Lessee\_\_, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the corporate purposes of the Lessor upon, under, and across said demised premises. Any such construction shall be located as determined by the Chief Engineer of the Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that the Lessee may then have on the said demised premises.

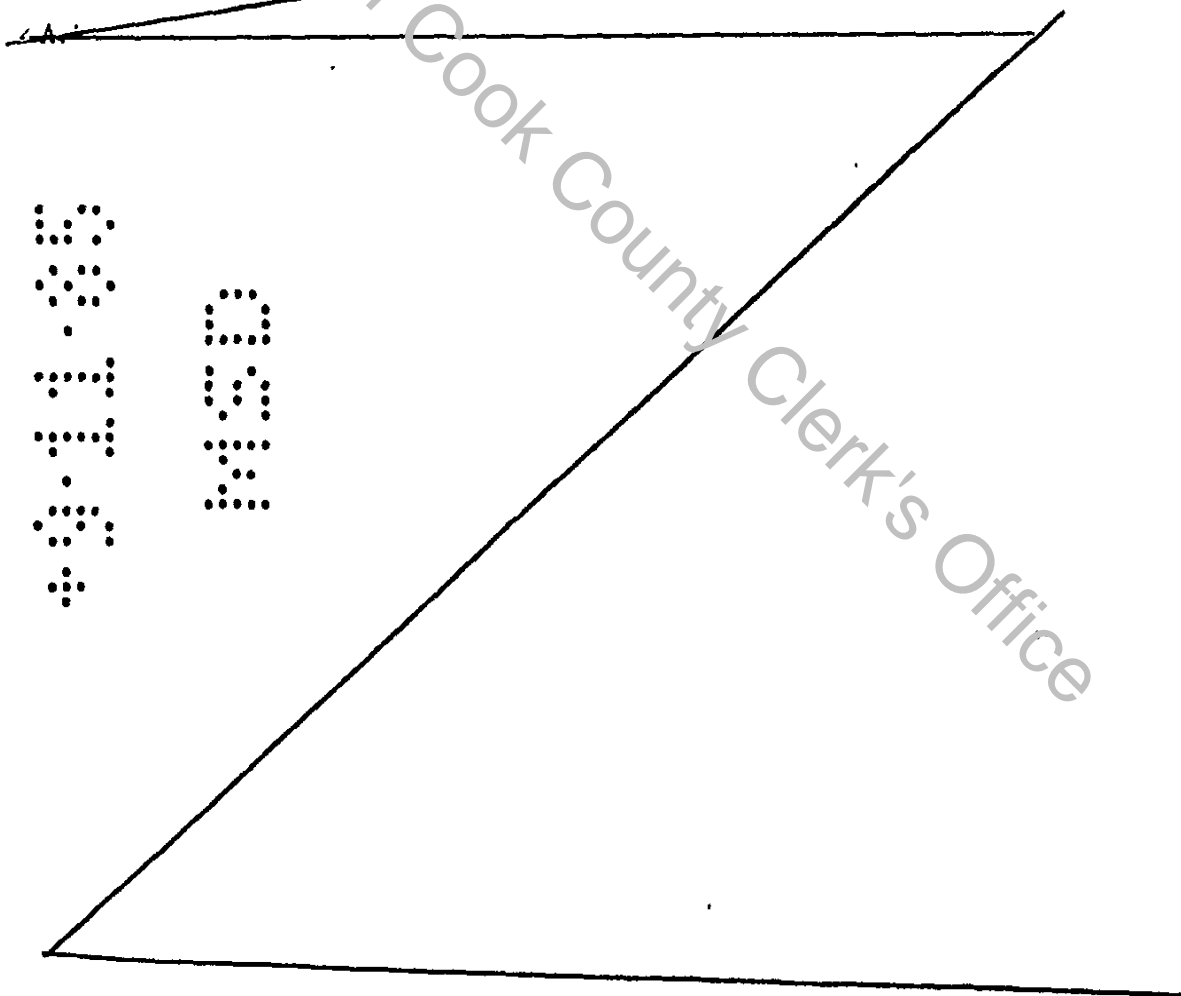
I. The Lessee\_\_ agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water carried wastes from said demised premises, it will discharge the said domestic sewage into an intercepting sewer owned by or tributary to the sewerage system of the Lessor. Lessee\_\_ will make application and secure the necessary permit from the Metropolitan Sanitary District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other wastes into any intercepting sewers.

J. The Lessee\_\_ also agrees to collect separately all roof water, surface runoff from grounds and roadways, and drainage water and to discharge the same directly into the free from any sewage, industrial wastes or other wastes, all to be done in a manner acceptable to said Chief Engineer of the Lessor.

K. It is agreed by and between the parties hereto that the Lessee shall submit to the Chief Engineer of the Lessor for his approval the general plans for handling the sewerage, grading, and drainage of the said demised premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.

L. The Lessor reserves to itself the right of access to said premises for inspection by the Lessor and its duly accredited agents at all times, and for such surveys as the Chief Engineer of the Lessor may deem necessary.

~~- 5.02 - SPECIFIC ENGINEERING RESERVATIONS AND REQUIREMENTS~~



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## ARTICLE SIX

### PROVISIONS FOR BUILDING AND IMPROVEMENTS

#### 6.01 CONSTRUCTION REQUIREMENT

The Lessee<sup>s</sup> agrees within \_\_\_\_\_ years from the date hereof to improve the said demised premises by the construction thereon of paved parking area, storm sewers, lighting fixtures, guard rail fencing, and striping and landscaping

hereinafter for convenience called "building and improvements," free and clear of all mechanics' and material man's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Chief Engineer of the Lessor prior to commencement of construction.

#### 6.02 TIME OF CONSTRUCTION

Construction of the buildings and improvements shall commence within \_\_\_\_\_ days of the date of this Lease. All of said buildings and improvements shall be completed within two years of the date of the Lease. In the event said improvements are not completed or construction is not commenced as provided above, then the Lessor may at its option terminate this Lease upon giving ninety (90) days notice, in writing, to the Lessee.

#### 6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by the Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon said demised premises during the term hereof shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee.

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## ARTICLE SEVEN

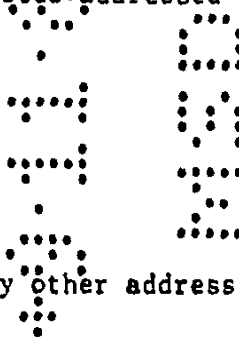
### 7.01 NOTICES AND RIGHT TO TERMINATE

It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee s concerning anything pertaining to this Lease shall be mailed by U.S. Registered Mail, Return Receipt Requested addressed to the Lessee s at

McCormick Road Associates  
5695 North Lincoln  
Chicago, Illinois 60659

or at any other address that Lessee    may hereafter in writing designate, and that such notice may be upon the option of the Lessor so mailed to the Lessee   , and that any notice so mailed by the Lessor to the Lessee    shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

Notices to Lessor shall be mailed by U.S. Registered Mail, Return Receipt Requested addressed to:



General Superintendent  
The Metropolitan Sanitary District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611

or any other address that Lessor may hereinafter designate.

### 7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by the Lessee    that neither the right given in this Lease to the Lessor to collect the rent that may be due under the terms of this Lease by sale nor any proceedings under the same shall in any way affect the right of the Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by the Lessee    to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And the Lessees   , for    and    assigns, hereby waive    their right to any notice from the Lessor of its election to declare this Lease

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at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the premises herein leased, except as aforesaid.

## 7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by the Lessee<sup>s</sup> arising from a default by or failure of Lessees \_\_\_\_\_ to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee<sup>s</sup> any sums of money paid by the Lessee<sup>s</sup> to the Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by the Lessor as liquidated damages, but this provision shall not operate to relieve the Lessee<sup>s</sup> of their obligation to pay to the Lessor the balance of the rental then due the Lessor for the entire term of this Lease.

## 7.04 ABANDONMENT

Lessee<sup>s</sup> shall not without the prior written approval of Lessor abandon or vacate the leasehold premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of the Lessor and shall not be construed as a termination of the Lease. Lessee<sup>s</sup> shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee<sup>s</sup> ceases business on the premises for a period of twenty eight (28) consecutive days.

## 7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements, and obligations of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees,

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sub-lessees and assigns of such party, the same as if in every case expressed; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that the Lessees shall not sublet or assign any part of this Lease to an individual, partnership, joint venture, corporation or land trust without prior written consent of the Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessees shall identify the name and address of the proposed assignee and deliver to Lessor copies of the proposed assignment, a recital of assignee's professional and financial ability to comply with all the terms and conditions of the Lease and any other information or documentation requested by Lessor.

Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

- (a) The proposed activity of the assignee does not conform with policy established by The Metropolitan Sanitary District of Greater Chicago.
- (b) The proposed assignee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.
- (c) There is an existing violation or default of the Lease.
- (d) The activity of the proposed assignee would interfere with or disturb neighboring tenants or owners.

In the event of an assignment or sublease the leasehold premises shall be appraised and annual rental re-established in the amount of 8% of the fair market value of the land if that sum exceeds the current rental. This rental shall remain in effect until the next rental re-evaluation period under this Lease.

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It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of the Lessee\_\_.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect.

ARTICLE EIGHT  
MISCELLANEOUS

8.01 LESSEE MAY IMPEAD METROPOLITAN SANITARY DISTRICT  
IN REAL ESTATE LITIGATION

Where the Metropolitan Sanitary District of Greater Chicago is the owner of the fee of any real estate in which it becomes a necessary party to any legal proceedings affecting such real estate, the Lessee\_\_ thereof may, after notice in writing to the Lessor, implead the Metropolitan Sanitary District of Greater Chicago as a party thereto at any time during the life of this Lease.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

The Lessee\_\_ agree\_\_ to pay and discharge all costs and reasonable attorney's fees and expenses which the Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY

Lessee in its use and occupancy of the demised premises shall comply with Lessor's Waterway Strategy Resolution in a manner satisfactory to Lessor, which is conceptually portrayed in Exhibit "B" hereto. As a minimum, Lessor shall provide for a mowed and cultivated green space which can accommodate pedestrian traffic on the east extreme of Parcel "D", with a reasonable number of seats,

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benches, picnic tables or the like, located near planted and cultivated vegetation, and a pedestrian pathway traversing Parcel D in a generally North-South direction and abutting the pedestrian pathway which extends from Parcel C to the South of the demised premises. Parcel E shall provide for reasonable pedestrian accommodation along the east extreme of the Parcel to allow pedestrian exit from and entrance to the leasehold premises from Devon Avenue. Final plans for Lessee's activities hereunder shall be submitted to and approved by the Chief Engineer of the Lessor.

Implementation of the Waterway Strategy Resolution upon the leasehold premises shall be at Lessee's sole cost and expense.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

The Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any reason.

9.02 CONDITION OF IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that the Lessor has made no warranties express or implied as to the adequacy or fitness of the improvements upon the premises for the purpose set forth in paragraph 3.03. Any representation or warranty alleged by Lessee or created by law is waived by Lessee.

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## 9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made without the prior written approval of the Lessor and compliance with all other terms of this Agreement.

IN WITNESS WHEREOF, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in duplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee s have caused this instrument to be executed in duplicate by a General Partner, all on the day and year first above written.

THE METROPOLITAN SANITARY DISTRICT  
OF GREATER CHICAGO

By:

James C. Kirie

Chairman, Committee on Finance  
of its Board of Commissioners

ATTEST:

Gus Sciacqua  
Gus Sciacqua  
Clerk

McCORMICK ROAD ASSOCIATES

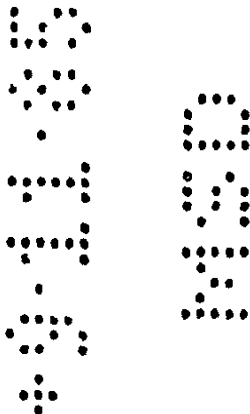
By:

Harvey W. Server  
A General Partner

Harvey W. Server  
Harvey W. Server

Barry B. Shuman  
Barry B. Shuman

Harold Lebovic  
Harold Lebovic



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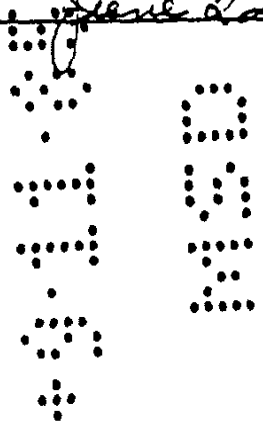
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, Deje Widnes, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James C. Kess, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago, a municipal corporation, and John J. Sciacqua, 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 severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of October, A.D. 1925.

Deje Widnes  
Notary Public

My Commission expires:  
June 22, A.D. 1927.



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Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK   )

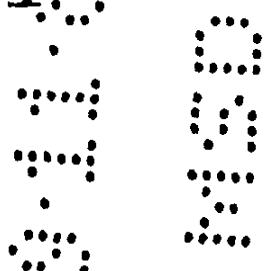
I, RICHARD MURAWSKI, a Notary Public in and for said  
County, in the State aforesaid, DO HEREBY CERTIFY that HARVEY W.  
SERVER, BARRY B. SHUMAN,  
HAROLD LEBOVIC

personally known to me to be the GENERAL partners in a partnership  
doing business under the name MCCORMICK ROAD ASSOCIATES

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 sever-  
ally acknowledged that as such General partners they signed  
and delivered the said instrument upon behalf of the MCCORMICK ROAD ASSOCIATES  
partnership as their free and voluntary act and deed for the uses and purposes  
herein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September

1985



Richard Murawski  
Notary Public

My Commission Expires Aug. 16, 1989

My Commission expires:

August 16th, A.D., 1989

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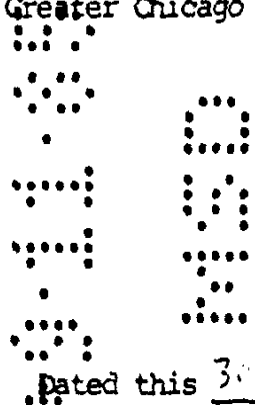
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

NON-COLLUSION AFFIDAVIT

Harvey W. Server, being first duly sworn upon  
oath, deposes and says that he is the General Partner  
partner, sole owner, officer  
of the MCCORMICK ROAD ASSOCIATES  
Name of Lessee

Lessee, of the premises described in the document to which this affidavit is  
attached.

He further states that neither he nor the Lessee, or any officer or employee  
of said Lessee has agreed, directly or indirectly, with any person, including any  
member of the Board of Commissioners of the Lessor, to put in a sham proposal or  
bid and has not in any manner, directly or indirectly sought by agreement, collu-  
sion, communication or conference, with any person, to fix the offering price of  
this Lessee; or to secure any advantage over The Metropolitan Sanitary District  
of Greater Chicago or any person interested in this Lease.



MCCORMICK ROAD ASSOCIATES  
Firm Name

By: Harvey W. Server  
Title General Partner

Dated this 30 day of September, A.D. 1985

SUBSCRIBED and SWORN TO  
before me this 30  
day of September  
A.D. 1985.

Richard M. Murnicki  
Notary Public

My Commission Expires Aug. 16, 1989

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
                              ) SS,  
COUNTY OF COOK    )

## NON-COLLUSION AFFIDAVIT

The undersigned, being Commissioners and General Superintendent of The Metropolitan Sanitary District of Greater Chicago, being first duly sworn upon oath, individually deposes and says that he/she is not and has not been a party to any collusive agreement with the Lessee or Lessees of the premises described herein.

[Signature]  
President

[Signature]  
Vice-President

[Signature]

[Signature]

[Signature]

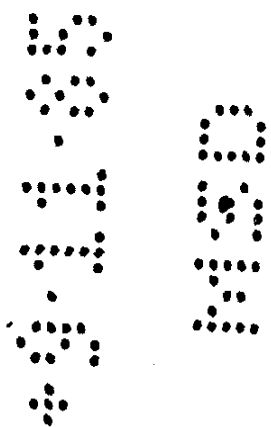
[Signature]

Aureli Bucinski

[Signature]

[Signature]

[Signature]  
General Superintendent



SUBSCRIBED and SWORN  
to before me this  
29<sup>th</sup> day of  
October, 1985.

[Signature]  
Notary Public

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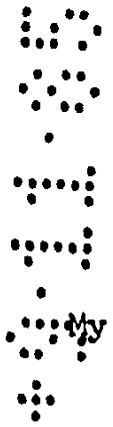
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STATE OF ILLINOIS }  
COUNTY OF COOK }

I, Richard M. M... .., a Notary Public  
in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY that HARVEY W. SERVER,  
personally known to me to be the same person whose name is sub-  
scribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that he signed and delivered  
the said instrument as his own, free and voluntary act and deed.

GIVEN under my hand and Notarial Seal this 14 day of  
October, A.D., 1985.

Richard M. M... ..  
NOTARY PUBLIC



My Commission expires:

My Commission Expires Aug. 16, 1989, A.D., 19    .

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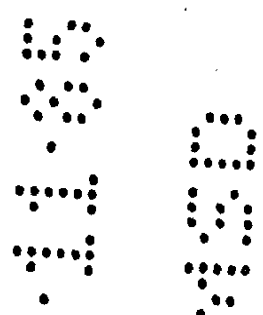
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STATE OF ILLINOIS }  
COUNTY OF COOK }

I, Richard Almaraz, a Notary Public  
in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY that BARRY B. SHIDMAN,  
personally known to me to be the same person whose name is sub-  
scribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that he signed and delivered  
the said instrument as his own, free and voluntary act and deed.

GIVEN under my hand and Notarial Seal this 14 day of  
October, A.D., 1985.

Richard Almaraz  
NOTARY PUBLIC



My Commission expires:

My Commission Expires Aug. 16, 1989  
\_\_\_\_\_, A.D., 19\_\_\_\_.

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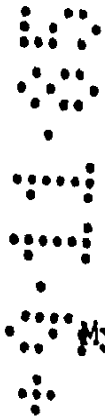
8 8 3 8 0 8 4 2

STATE OF ILLINOIS }  
COUNTY OF COOK }

I, Richard Altrusch, a Notary Public  
in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY that HAROLD LEBOVIC,  
personally known to me to be the same person whose name is sub-  
scribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that he signed and delivered  
the said instrument as his own, free and voluntary act and deed.

GIVEN under my hand and Notarial Seal this 14 day of  
October, A.D., 1985.

Richard Altrusch  
NOTARY PUBLIC



My Commission expires:

My Commission Expires Aug. 16, 1989, A.D., 19    .

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APPROVED as to Plat and Legal Description

*F. E. Williams*  
\_\_\_\_\_  
Engineer of Field Services  
P.C.

*Pho R. D. V. B...*  
\_\_\_\_\_  
Assistant Chief Engineer

*James G. O'Neil*  
\_\_\_\_\_  
Chief Engineer

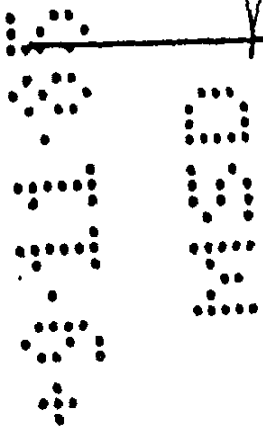
APPROVED as to Form and Legality

*Fredrick M. Telo* 10-10-85  
\_\_\_\_\_  
Head Assistant Attorney

*Allen S. Levin* 10-11-85  
\_\_\_\_\_  
Attorney

APPROVED:

*Raymond A. ...* 10-14-85  
\_\_\_\_\_  
General Superintendent



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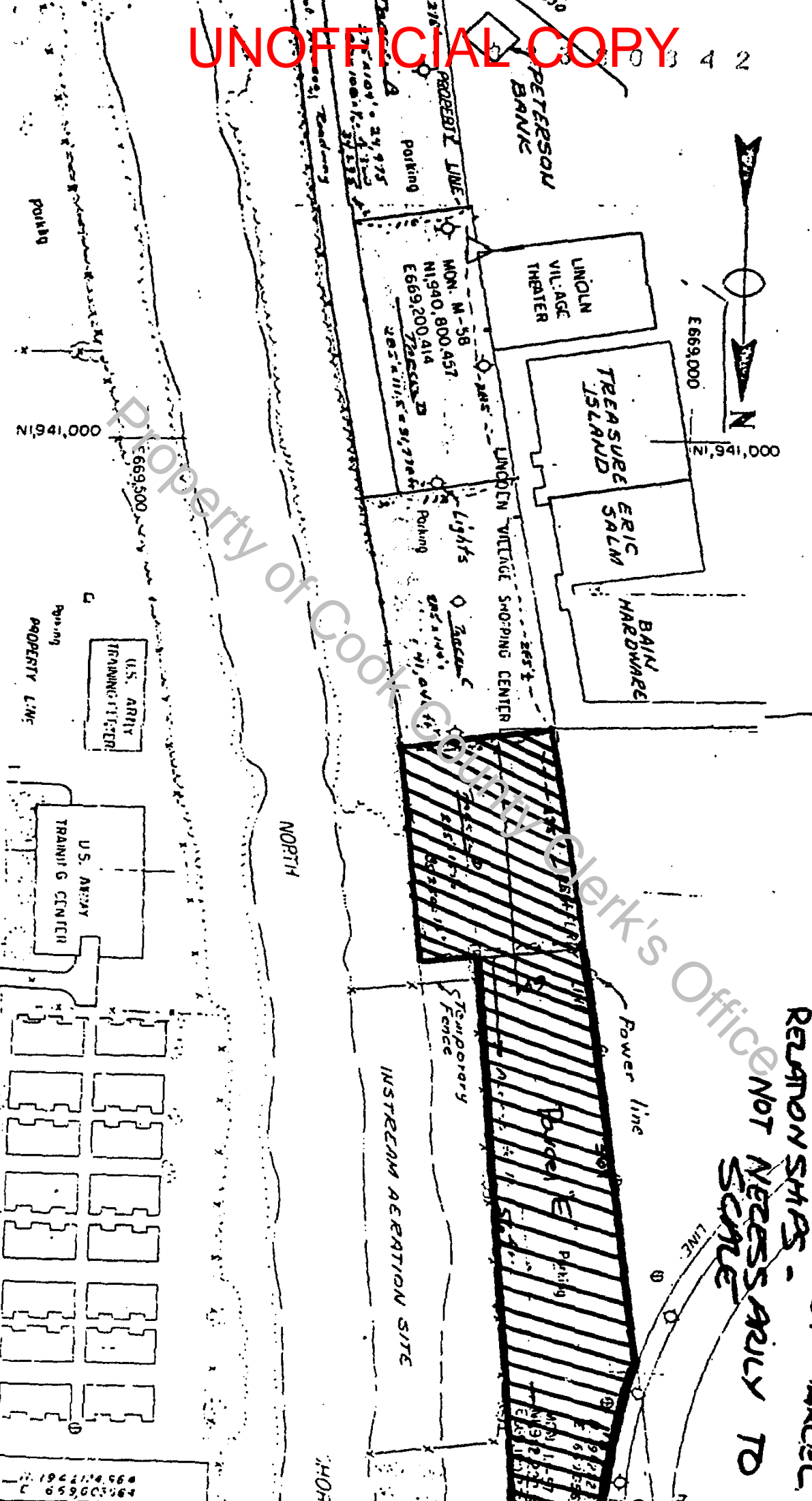
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EXHIBIT A

88380842  
EXHIBIT A



REPRESENTATIVE OF BAKER  
REASON SHIPS -  
NOT NECESSARILY TO  
SCALE

NORTH

3408

4/1/2008

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E669300



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STATE

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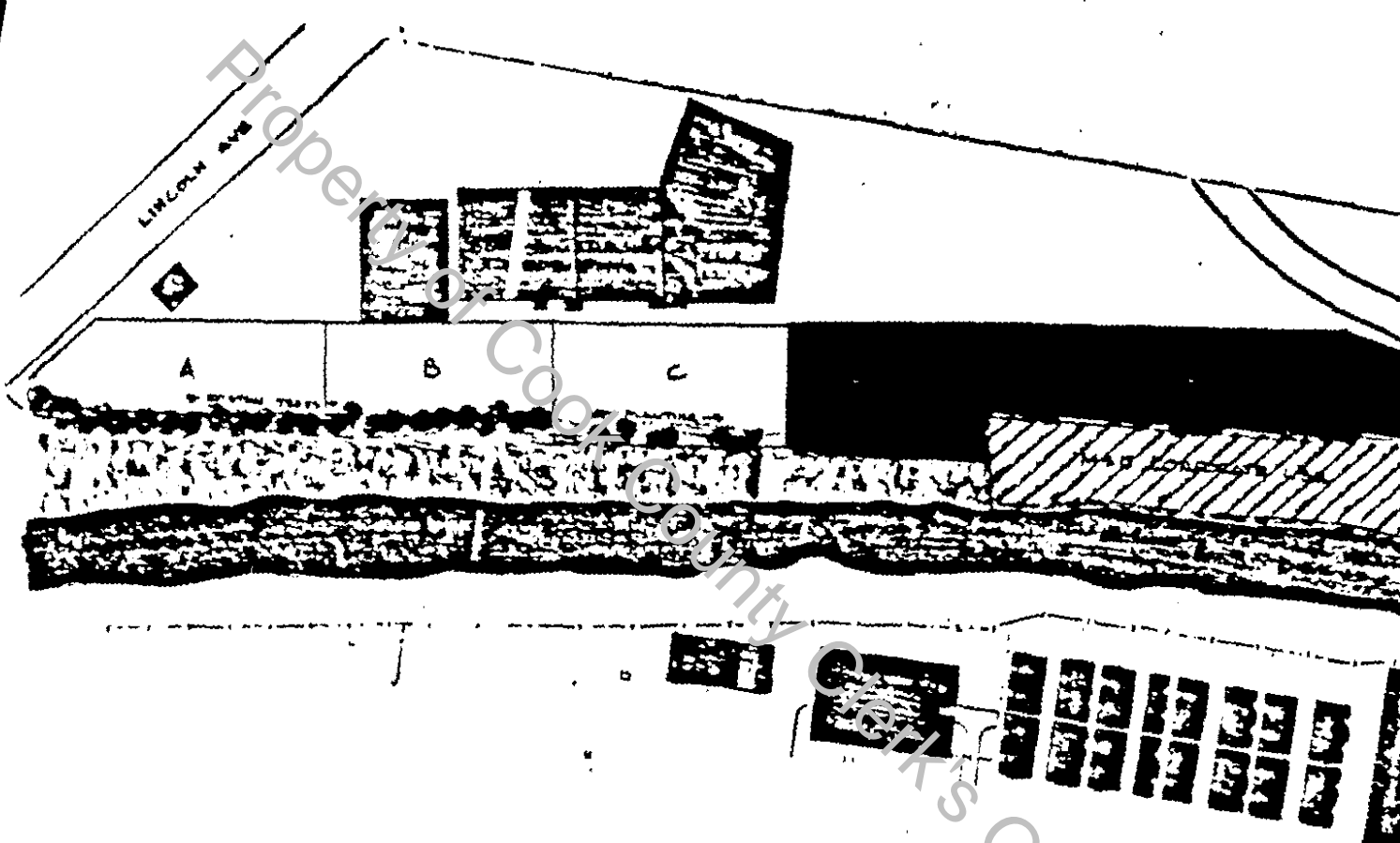


EXHIBIT B

88380842

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STANDARD

UNOFFICIAL COPY

NICHOLAS J. MELAS  
PRESIDENT



ALLEN S. LAVIN  
ATTORNEY



BOARD OF COMMISSIONERS

JOANNE H. ALTER  
THOMAS B. FULLER  
NELLIE L. JONES  
JAMES C. KIRIE  
GLORIA MAJEWSKI  
NICHOLAS J. MELAS  
AURELIA PUCINSKI  
RICHARD J. TROY  
LOUIS S. VIVERITO

October 25, 1985

McCormick Road Associates  
5695 North Lincoln Avenue  
Chicago, Illinois 60659

Attention: Mr. Harvey Server

In re: Lease of Parcels D and E, North Shore Channel at  
Devon Avenue, McCormick Road Associates, Lessee--  
Compliance with Waterway Strategy Resolution Criteria

Gentlemen:

Please be advised that following our meeting today in the offices of the Engineering Department of The Metropolitan Sanitary District of Greater Chicago at 666 North Lake Shore Drive, Chicago, Illinois, the Chief Engineer reviewed and approved the four-page set of drawings identified as "McCormick Road Associates Shopping Center Development 'Additional Parking' As Revised 10/25/85," prepared by Applied Engineering Company, Rolling Meadows, Illinois (Project 85-815) for compliance with the terms of the Waterway Strategy Resolution as is required by Paragraph 8.04 of the captioned Lease Agreement.

A copy of his approval memorandum is enclosed for your record.

Also enclosed you will find two sets of the revised drawings for your files. Same have not been stamped as "approved" because no such stamp was available. This letter and the enclosed memorandum will serve as the approval of those drawings. You may proceed to execute the plan set forth therein.

Very truly yours,

Frederick M. Feldman  
Head Assistant Attorney

FMF:sg

cc: Mr. Frank Dalton

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INTER OFFICE MEMORANDUM

## THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO

DEPARTMENT:

ENGINEERING

DATE: October 25, 1985

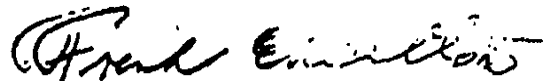
TO: Allen S. Lavin, Attorney

FROM: Frank E. Dalton, Chief Engineer

SUBJECT: Parcels D & E, North Shore Channel at Devon Avenue  
McCormick Road Associates - Lessee

Plans for McCormick Road Associates, Sheets 1 through 4, as amended 10/25/85, for McCormick Associates Shopping Center Development "Additional Parking", have been reviewed by the Engineering Department for conformance to Waterway Strategy Policy and Program.

The proposed development by McCormick Road Associates is in conformance with that policy and is approved.



Frank E. Dalton  
Chief Engineer

*GTK*  
FED:GTK:mt

cc: Feldman  
Kelly

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