

89482121

MEMORANDUM OF LEASE

This Memorandum of Lease, made as of this 11th day of October, 1989, by and between Globe Industries, Inc., a Delaware corporation, (the "Lessor") and U.G.N., Inc., an Illinois corporation (the "Lessee").

**SECTION 1. Premises and Term.** Pursuant to the terms and conditions of a certain lease made as of October 1, 1989, by and between Lessor and Lessee (the "Lease") Lessor has demised and leased, and does by these presents demise and lease to the Lessee that portion of the Buildings indicated in the diagram attached hereto and made a part hereof as Exhibit A, together with any easements, rights, privileges, licenses, leases and hereditaments appurtenant to the Land (collectively, the "Rights") and all heating, air conditioning and ventilating systems and all plumbing, electrical and mechanical systems necessary to the use and occupancy of that portion of the Buildings leased to Tenant pursuant to the Lease (the "Related Equipment") (collectively the "Premises") all located on the land legally described on Exhibit B attached hereto and made a part hereof, to have and to hold unto the Lessee the above described Premises for and during the term of twelve (12) years and three (3) months (the "Term") commencing on the date of execution hereof (the "Commencement Date") and ending on December 31, 2001 (the "Termination Date") unless said term shall be sooner terminated as elsewhere provided in the Lease. As used herein, the term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months. The first full Lease Year shall begin on the Commencement Date if the Commencement Date shall occur on the first day of a calendar month. If not, then the first Lease Year shall commence on the first day of the first calendar month succeeding the Commencement Date. Each succeeding Lease Year shall commence on the anniversary date ("Anniversary Date") of the first full Lease Year.

**SECTION 2. Incorporation of Lease by Reference.** The terms and conditions contained in the Lease are incorporated into this Memorandum of Lease by reference thereto and shall be deemed to be a part of this Memorandum of Lease as though fully set forth herein. All capitalized terms used herein and not otherwise defined shall have the meanings specified in the Lease.

**SECTION 3. No Liens.** Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Property or any portion thereof, and any and all liens and encumbrances created by Lessee shall attach to Lessee's interest only. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Improvements or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Lessee or the Property and, in case of any such lien attaching, or claim thereof being asserted, Lessee covenants and agrees to cause it to be immediately released and removed of record or to be bonded over by a title insurer or surety reasonably satisfactory to Lessor; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim; provided, however, that if Lessee is in default under the Lease, Lessee shall furnish Lessor with such security with respect to such lien or claim as may be acceptable to Lessor in its reasonable discretion prior to the commencement of such contest. In the event that such lien is not immediately released and removed, or bonded over, or having commenced to contest the same and having given such security as may be required hereby, if Lessee shall fail to prosecute such contest with due diligence or fail to maintain such security, Lessor, at its sole option, may take

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all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Lessee shall promptly upon notice reimburse Lessor for all sums, costs and expenses (including reasonable attorney's fees) incurred by Lessor in connection with such lien, together with interest thereon at the Maximum Rate of Interest from the date Lessor commences any action or course of action to remove or release such lien through the date of repayment by Lessee.

**SECTION 4. Successors and Assigns.** The Lease shall inure to the benefit of and be binding upon the successors and assigns of the parties thereto.

**SECTION 5. Covenant of Quiet Enjoyment.** Lessor covenants and agrees to and with Lessee that at all times when Lessee is not in default under the terms of and during the term of this Lease, the right to quiet enjoyment by Lessee or any permitted sublessee or assignee thereof under the Lease, or the right of Lessee and any permitted sublessee and assignee to continue to occupy and use the Premises, and all portions thereof, and to conduct business thereon in accordance with the covenants, conditions, provisions, terms and agreements of the Lease shall not be disturbed or interfered with by Lessor or any person claiming by, through or under Lessor.

**SECTION 6. Governing Law.** This Memorandum of Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

**SECTION 7. Third Party Beneficiary to Lease.** Paragraph 20.17 of the Lease as it relates to any of Tenant's Property acquired or to be acquired with proceeds of the bonds described in paragraph 14.1 of the Lease may not be amended or deleted from the Lease without the consent of the Trustee and the Trustee is a third party beneficiary of this provision and entitled to enforce this provision.

**SECTION 8. Purpose of Memorandum of Lease.** This Memorandum of Lease has been prepared for the sole purpose of recordation pursuant to the provisions of paragraph 20.22 of the Lease and it in no way modifies or alters any of the terms and conditions contained in the Lease.

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IN WITNESS WHEREOF, the Lessor and the Lessee have caused these presents to be executed as of the date first written above.

LESSOR:

GLOBE INDUSTRIES, INC.,  
a Delaware corporation

By: *J. M. [Signature]*  
Title: *President*

LESSEE:

U.G.N., INC.,  
an Illinois Corporation

By: *J. M. [Signature]*  
Title: *President*

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STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

I, Dawn Tazic, a notary public in and for said county, in the state aforesaid, do hereby certify that Robert A. Christopher, personally known to me to be the President of Globe Industries, Inc., and personally known to me to be the same person whose name is subscribed 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 as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of October, 1989.

Dawn Tazic  
Notary Public

My Commission Expires: 3-29-91

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STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, Dawn Tazic, a notary public in and for said county, in the state aforesaid, do hereby certify that Robert A. Christopher, personally known to me to be the President of U.G.N., Inc. and personally known to me to be the same person whose name is subscribed 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 as the free and voluntary act of said trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of October, 1989.

Dawn Tazic  
Notary Public

My Commission Expires 3-29-91

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P.I.N. No. 26-30-100-038-0000

Legal Description and Property Address

That portion of the buildings, structures and improvements indicated in the diagram attached hereto and made a part hereof as EXHIBIT B, together with all heating, air conditioning and ventilating systems and all plumbing, electrical and mechanical systems necessary to the use and occupancy of said portion of said buildings, structures and other improvements, all located on the real estate described as follows:

PARCEL 1:

A TRACT OF LAND LYING IN LOT 4 OF COUNTY CLERKS DIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF SAID LOT 4 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH WEST 1/4 OF SECTION 30, 190 FEET EAST OF THE WEST LINE OF SAID NORTH WEST 1/4 (SAID POINT BEING THE SOUTH EAST CORNER OF THE PROPERTY CONVEYED TO THE PEOPLES GAS, LIGHT AND COKE COMPANY) THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 473 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 71 DEGREES 44 MINUTES 40 SECONDS FROM WEST TO NORTH A DISTANCE OF 285.93 FEET; THENCE CONTINUING NORTHWESTERLY ALONG A STRAIGHT LINE FORMING A DEFLECTION ANGLE OF 8 DEGREES 50 MINUTES 15 SECONDS TO THE LEFT FROM LAST DESCRIBED STRAIGHT LINE EXTENDED A DISTANCE OF 348 FEET; THENCE CONTINUING NORTHWESTERLY ALONG A STRAIGHT LINE FORMING A DEFLECTION ANGLE OF 27 DEGREES 6 MINUTES 14 SECONDS TO THE LEFT FROM LAST DESCRIBED STRAIGHT LINE EXTENDED A DISTANCE OF 282.18 FEET TO A POINT ON THE EAST LINE OF THE PEOPLES GAS, LIGHT AND COKE COMPANY PROPERTY SAID POINT BEING 190 FEET EAST OF THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 30; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTH WEST 1/4 A DISTANCE OF 748.44 FEET TO THE PLACE OF BEGINNING

EXCEPTING, HOWEVER, FROM PARCEL 1:

THAT PART OF LOTS 3 AND 5 IN THE COUNTY CLERK'S DIVISION OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE PREMISES CONVEYED TO THE PEOPLE'S GAS, LIGHT AND COKE COMPANY, BY DOCUMENT NO. 17550736, AS SAID POINT IS LOCATED 229.16 FEET NORTH OF THE SOUTH LINE OF THE SAID NORTH WEST

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1/4 OF THE AFORESAID SECTION 30; THENCE SOUTH FOR 229.16 FEET TO THE SOUTH LINE OF SAID NORTH WEST 1/4; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 190.79 FEET, AND THENCE EXTENDING NORTHWESTERLY ALONG THE ARC OF A CURVED LINE BEING CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 513.00 FEET AND A CHORD OF 298.26 FEET A DISTANCE OF 302.63 FEET, MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.40 FEET OF AN ACRE, MORE OR LESS

## PARCEL 2:

EASEMENTS OVER, UNDER AND ACROSS PARCELS 1-A AND 1-B HERINAFTER DESCRIBED FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AND RESERVED IN THE DEED FROM GLOBE ROOFING PRODUCTS COMPANY, INC., A CORPORATION OF INDIANA, TO THE PEOPLES GAS LIGHT AND COKE COMPANY DATED MAY 15, 1959 AND RECORDED MAY 27, 1959 AS DOCUMENT 17550736 FOR THE FOLLOWING PURPOSES:

(A) TO ESTABLISH, CONSTRUCT, MAINTAIN AND OPERATE ROADWAYS.

(B) TO ESTABLISH, CONSTRUCT, MAINTAIN AND OPERATE ONE OR MORE RAILROAD SPUR OR SWITCH TRACKS ACROSS THAT PORTION OF PARCELS 1-A AND 1-B HERINAFTER DESCRIBED LYING SOUTH OF A LINE PARALLEL TO AND 748 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SUCH SPUR OR SWITCH TRACKS SHALL CROSS SAID PREMISES IN A GENERALLY WESTERLY OR EASTERLY DIRECTION, AND IN NO EVENT SHALL SAID SPUR OR SWITCH TRACKS BE INSTALLED IN A NORTH-SOUTH DIRECTION.

(C) TO INSTALL, ESTABLISH, CONSTRUCT, MAINTAIN AND OPERATE A DOCK AND TO LOAN AND UNLOAD FREIGHT AND MATERIAL UPON SAID DOCK WHICH DOCK SHALL BE CONSTRUCTED SO THAT THE NORTHERLY THEREOF SHALL BE NO FURTHER SOUTH THAN THE PRESENT (MAY 15, 1959) DOCK LINE ESTABLISHED BY THE UNITED STATES GOVERNMENT OR ANY DOCK LINE HEREAFTER ESTABLISHED BY THE UNITED STATES GOVERNMENT SOUTH OF THE PRESENT DOCK LINE.

(D) TO OPERATE AND MAINTAIN THE EXISTING (MAY 15, 1959) SCREENING WELL AND THE DISCHARGE DRAINAGE DITCH SHOWN ON THE PLAT ATTACHED TO THE AFORESAID DEED RECORDED AS DOCUMENT 17550736 AND TO INSTALL AT SAID SCREENING WELL, AND TO OPERATE AND MAINTAIN, SUCH PUMPS OR OTHER EQUIPMENT AS GLOBE ROOFING PRODUCTS COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, SHALL DEEM NECESSARY OR ADVISABLE FOR THE OPERATION OF SAID SCREENING WELL.

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(E) TO ERECT, CONSTRUCT, MAINTAIN AND OPERATE ACROSS THE PREMISES HEREINAFTER DESCRIBED OVERHEAD ELECTRICAL WIRES AND THE POLES TO SUPPORT THE SAME AND SUCH OTHER APPROPRIATE APPARATUS AND EQUIPMENT OR UNDERGROUND ELECTRICAL WIRES AND CONDUITS THEREFORE AS MAY BE NECESSARY FOR CONDUCTING, CARRYING AND FURNISHING ELECTRICITY TO SAID SCREENING WELL.

THE PREMISES OVER WHICH SAID EASEMENTS EXTEND ARE DESCRIBED AS FOLLOWS:

PARCEL 1-A:

THAT PART OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE CALUMET RIVER DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH WEST 1/4 WITH THE EAST LINE OF THE WEST 165 FEET OF SAID NORTH WEST 1/4 SAID EAST LINE OF THE WEST 165 FEET OF SAID NORTH WEST 1/4 BEING THE EASTERLY RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD; THENCE NORTH ALONG SAID EAST LINE OF THE WEST 165 FEET A DISTANCE OF 896.53 FEET TO THE SOUTHERLY UNITED STATES GOVERNMENT CHANNEL LINE OF THE CALUMET RIVER; THENCE NORTHEASTERLY ALONG SAID CHANNEL LINE A DISTANCE OF 128.67 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 275 FEET OF SAID NORTH WEST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 275 FEET A DISTANCE OF 130 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 45 DEGREES (MEASURED IN THE SOUTH WEST QUADRANT) WITH THE EAST LINE OF SAID WEST 275 FEET A DISTANCE OF 120.21 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST 190 FEET OF SAID NORTH WEST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 190 FEET A DISTANCE OF 748.44 FEET TO INTERESTS INTERSECTION WITH SAID SOUTH LINE OF THE NORTH WEST 1/4 AND THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH WEST 1/4 A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING,

ALSO

PARCEL 1-B:

THAT PORTION OF THE EXISTING BED OF THE CALUMET RIVER WHICH IS BOUNDED ON THE SOUTH BY THE SAID UNITED STATES GOVERNMENT CHANNEL LINE, ON THE NORTH BY THE CENTER LINE OF THE CHANNEL OF THE CALUMET RIVER AS ESTABLISHED BY THE UNITED STATES GOVERNMENT AND SHOWN BY A MAP OF PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY,

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ILLINOIS ON MAY 17, 1889 AS DOCUMENT 1102284, ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIANA RAILROAD, AND ON THE EAST BY A LINE PARALLEL TO AND 110 FEET EAST OF SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN INDIAN RAILROAD, ALL IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

. DEPT 01 RECORDING \$20.50  
. T42222 TRAM 3112 10/11/89 16:17:00  
. #1880# \*--89-482121  
. COOK COUNTY RECORDER

*20.00  
Mail*

89-482121

Plat of Survey

LEGAL DESCRIPTION

TRACT 1: A tract of land lying to Lot 4 of Section 13th Section of the Township of ...

TRACT 2: A certain strip, wide and narrow ...

TRACT 3: To sections, corners, ...

TRACT 4: To sections, corners, ...

TRACT 5: To sections, corners, ...

TRACT 6: To sections, corners, ...

TRACT 7: To sections, corners, ...

TRACT 8: To sections, corners, ...

TRACT 9: To sections, corners, ...

TRACT 10: To sections, corners, ...

TRACT 11: To sections, corners, ...

TRACT 12: To sections, corners, ...

TRACT 13: To sections, corners, ...

TRACT 14: To sections, corners, ...

TRACT 15: To sections, corners, ...

TRACT 16: To sections, corners, ...

TRACT 17: To sections, corners, ...

TRACT 18: To sections, corners, ...

TRACT 19: To sections, corners, ...

TRACT 20: To sections, corners, ...

TRACT 21: To sections, corners, ...

TRACT 22: To sections, corners, ...

TRACT 23: To sections, corners, ...

TRACT 24: To sections, corners, ...

TRACT 25: To sections, corners, ...

TRACT 26: To sections, corners, ...

TRACT 27: To sections, corners, ...

TRACT 28: To sections, corners, ...

TRACT 29: To sections, corners, ...

TRACT 30: To sections, corners, ...

TRACT 31: To sections, corners, ...

TRACT 32: To sections, corners, ...

TRACT 33: To sections, corners, ...

TRACT 34: To sections, corners, ...

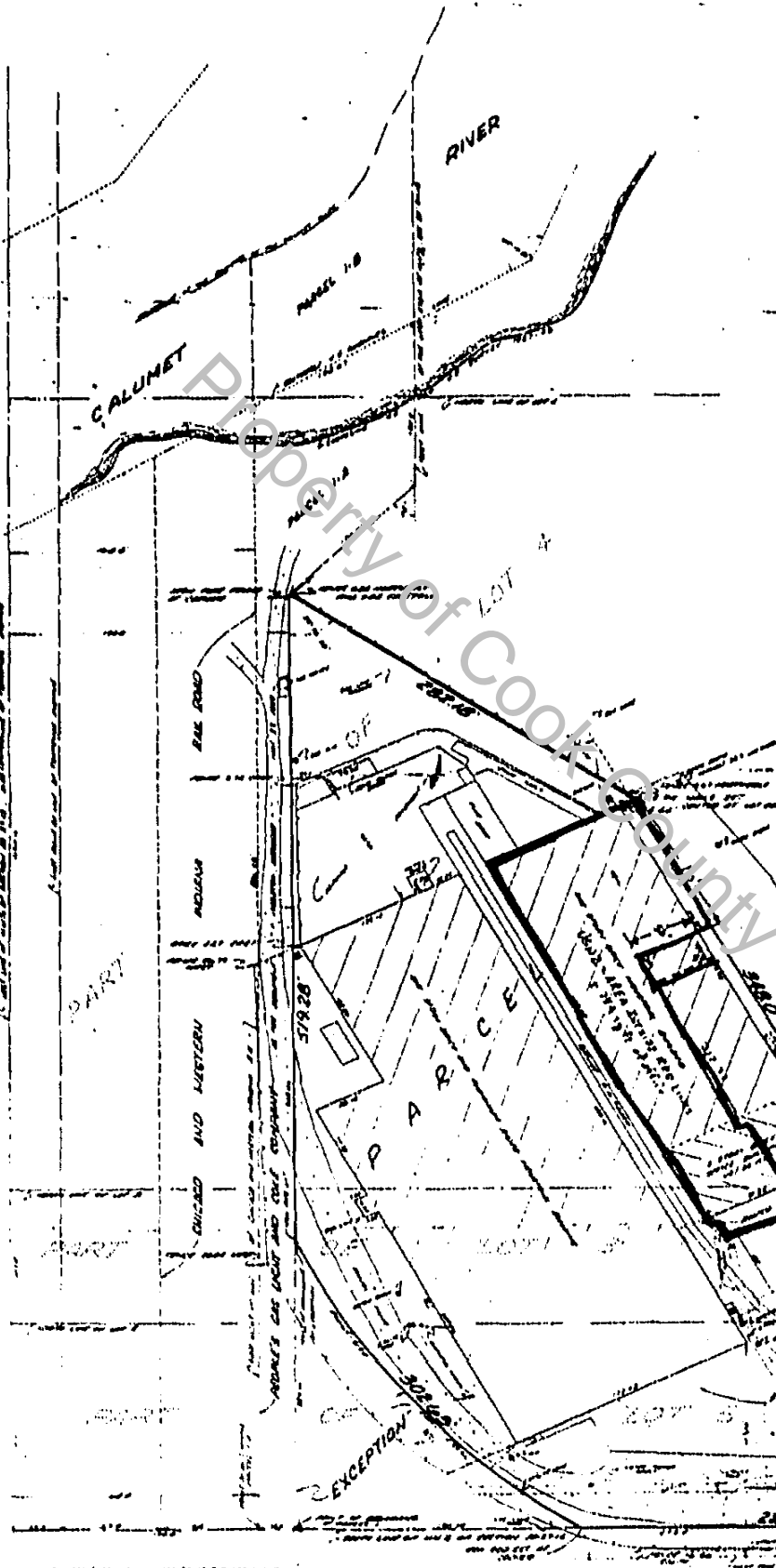
TRACT 35: To sections, corners, ...

TRACT 36: To sections, corners, ...

TRACT 37: To sections, corners, ...

TRACT 38: To sections, corners, ...

TRACT 39: To sections, corners, ...



89482121

THE NATIONAL MAP AND PLAT COMPANY, INC. ...

Surveyed and approved by ...

RECEIVED AS OF ...

MAIL TO  
ELIZABETH POPE  
ROOKS PHS + POUST  
55 W. MONROE  
SUITE 1500  
Chicago, IL 60603

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