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OPTION TO PURCHASE AGREEMENT

by and between

MARK M. VANDEYACHT

("Seller")

and

CP FINANCING CORPORATION

("Buyer")

Dated: July 27, 1994

[Handwritten signature]

Property of Cook County Clerk's Office

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BOX 333-CTI

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OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (the "Agreement") is dated as of July 27, 1994, by and between MARK M. VANDEYACHT, ("Seller"), and CP FINANCING CORPORATION I, an Illinois corporation, or its nominee or assignee ("Buyer").

RECITALS:

A. Seller is the owner of that certain real property located at 21399 Torrence Avenue, in Sauk Village, County of Cook, State of Illinois, legally described on Exhibit "A" which is attached hereto and incorporated herein by this reference. (The aforesaid real property, together with all tenements, hereditaments, easements, rights-of-way, appurtenances, air-rights, oils, minerals, gas and hydrocarbons belonging or in any way pertaining to the same, along with the Improvements defined below, are herein referred to as the "Real Property").

B. The Real Property is improved with an approximately 372,580 square foot industrial distribution facility, parking areas, elevators, fixtures and other improvements (collectively, the "Improvements").

C. CenterPoint Properties Corporation has concurrently made a loan to Seller in the amount of Seven Million Seven Hundred Thousand Dollars (\$7,700,000.00) ("Loan"), which Loan is evidenced by a Promissory Note of even date herewith ("Note") and is secured by, among other instruments, a Mortgage, Assignment of Leases and Security Agreement of even date herewith ("Mortgage") recorded against the Real Property. The Note, the Mortgage and any and all other documents which evidence or secure the Loan are hereinafter collectively referred to as the "Loan Documents").

D. In conjunction with the Loan, Seller has agreed to grant Buyer an option to purchase the Real Property, Improvements, and certain other property related thereto, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the Loan, the mutual covenants and promises contained herein and in the Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option. Seller hereby grants unto Buyer the exclusive right, privilege and option ("Option") to purchased from Seller during the Option Period (hereinafter defined) and upon the terms and provisions hereinafter set forth, the Real Property, Improvements and the following property (collectively, the "Property").

(a) Personal Property. All equipment, mechanical systems, leasehold improvements, appliances, tools, machinery, supplies, building materials, office equipment, and other personal property of every kind and character owned by Seller and attached to, appurtenant to, located in, or used in connection with the operation of, the Improvements or Real Property including, but not limited to, the items described on Exhibit "B", which exhibit is attached hereto and incorporated herein by this reference, and which items thereon are subject to Buyer's review and

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approval (said Items approved by Buyer being hereinafter referred to as the "Personal Property") but excluding any personal property owned by tenants in possession, public or private utilities, or contractors under contracts.

(b) Intangible Property. All intangible property (collectively the "Intangible Property") owned or held by Seller in connection with the Real Property, the Improvements or the Personal Property, including, but not limited to, Seller's lease agreement with Dependable Storage, Inc. ("Tenant"), guarantees thereof, security deposits thereunder and amendments thereto, which are subject to Buyer's review and approval and any other leases deriving their rights by, through, or under such lease (said Items approved by Buyer being hereinafter referred to as the "Tenant Lease"), a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, and all transferable service contracts, licenses, warranties, guarantees, bonds or similar instruments, together with all supplements, amendments and modifications thereto, which are subject to Buyer's review and approval (said Items approved by Buyer being hereinafter referred to as the "Contracts") identified on the Schedule of Contracts which is attached hereto as Exhibit "D" and incorporated herein by this reference, and all contract rights, building and trade names (including, but not limited to, the exclusive right to use the name Sauk Village Distribution Center or similar names in connection with the Property), and all transferable business licenses relating to the same, all transferable warranties covering the Property or any part thereof (including, but not limited to, those relating to the occupancy, operation, construction or fabrication thereof) (collectively the "Warranties") identified on the List of Warranties attached hereto as Exhibit "E" and incorporated herein by reference, and all transferable utility contracts, telephone exchange numbers, advertising materials, plans and specifications, governmental approvals, occupancy permits, licenses and development rights related to the Property and all site plans, surveys, as-built plans and specifications, soil tests and all other information and documentation in Seller's possession or control related to the Property.

2. Option Period; Exercise of Option. The Option granted under Paragraph 1 hereof may be exercised by Buyer upon the first to occur of (a) the death of Seller, (b) the date on which Buyer receives written notice by Seller or Seller's agent of Seller's intent to prepay the Loan as provided in the Note, or (c) the date which is three (3) years from the date of this Agreement (such earlier date is hereinafter referred to as the "Option Commencement Date") (the sixty (60) day period beginning with the Option Commencement Date is hereinafter referred to as the "Option Period"). During the Option Period, Buyer may exercise the Option by written notice delivered to Seller hereunder given within sixty (60) days of the Option Commencement Date ("Election Notice"). The Election Notice shall specify a closing date for the transaction contemplated hereunder which is no less than one hundred twenty (120) days after the date of the Election Notice or more than one hundred fifty (150) days after the date of the Election Notice. If Buyer does not timely exercise the Option, this Agreement shall terminate and be null and void and of no further force or effect and the parties shall have no further liability hereunder, except as provided in the Loan Documents, provided, however, if Buyer does not timely exercise the Option on or before the end of the Option Period and Seller is capable of performing its obligations hereunder, the Buyer's conditions to Closing hereunder have been satisfied, and Seller is not in material default hereunder or under the Mortgage, Buyer shall pay to Seller a compensation fee of Two

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Hundred Fifty Thousand Dollars (\$250,000) ("Compensation Fee") within thirty (30) days after the expiration of the Option Period to compensate Seller for removing the Property from the market during the term of this Agreement. The Option may only be exercised during the Option Period and not thereafter.

3. Purchase Price. Subject to the prorations and credits hereinafter provided, the Purchase Price ("Purchase Price") for the Property shall be the aggregate of (i) Eight Hundred Thousand Dollars (\$800,000.00) plus (ii) the outstanding principal due and payable under the Loan Documents as of the Closing Date (hereinafter defined) plus (iii) any amount by which the amount of subsection (ii) is less than \$7,700,000, which shall be payable as follows:

(a) Credit. On the Closing Date, Seller shall provide Buyer with a credit against the Purchase Price equal to the outstanding principal due and payable under the Loan Documents, thereafter Seller shall have no further obligation under the Loan Documents.

(b) Cash Balance. On or before the Closing Date (hereinafter defined), Buyer shall deposit with Escrow Holder (hereinafter defined) the balance of the Purchase Price in cash, certified or cashier's check or by federal wire transfer, together with such additional funds for Buyer's share of closing costs and prorations as may be required pursuant to this Agreement.

4. Buyer Conditions for Closing. If Buyer timely exercises the Option, Buyer's obligation to consummate the purchase of the Property shall be subject to the following conditions, all of which must be satisfied prior to and as a condition of closing:

(a) Seller shall have fulfilled all of its material obligations and material covenants to be performed by Seller pursuant to the terms of this Agreement;

(b) There shall be no material default or material events of default under the Loan Documents unless fully cured by Seller;

(c) Seller's representations and warranties remain true and correct as of the Closing Date;

(d) Buyer is satisfied, in Buyer's sole discretion, based upon its due diligence investigation of the Property set forth in Paragraph 6 of this Agreement there is no material problem or defect related to the Property;

(e) The Tenant Lease remains in full force and effect and in good standing and Seller has delivered to Buyer an estoppel certificate in the form of Exhibit "G" hereto executed by Tenant which is acceptable to Buyer, in Buyer's sole discretion;

(f) Seller shall have either assigned to Buyer or caused Tenant to deliver to Buyer, as of the Closing Date, a security deposit under the Tenant Lease in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) which Buyer shall pay interest on at four percent (4%) per annum.

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It is understood and agreed that if the conditions referred to above are not satisfied to Buyer's satisfaction on or before the Closing Date, then Buyer, at its option, shall be entitled to cancel and terminate any and all obligations arising in connection with this Option and any exercise thereof.

5. Title and Survey.

(a) Conditions of Title. Title to the Real Property shall be conveyed by Seller to Buyer or its nominee by a warranty deed ("Deed"), subject only to the following conditions of title ("Conditions of Title");

(i) General real estate taxes not yet due and payable as of the Closing Date; and

(ii) Exceptions listed on that certain Schedule of Permitted Exceptions to Title attached hereto as Exhibit "F" and incorporated herein by this reference;

(b) Title Insurance Commitment. No later than sixty (60) days before the Closing Date, Seller shall deliver to Buyer (i) a commitment (the "Commitment") for an ALTA Owner's Form Policy of Title Insurance issued by a title insurance company approved, in writing, by Buyer ("Title Insurer") showing title to the Property in Seller, subject only to general exceptions contained therein (which shall be deleted as of the Closing Date) and the Conditions to Title (the "Commitment"), and (ii) legible copies of all documents cited, raised as exceptions or noted in the Commitment (the "Title Documents"). In the event the Commitment discloses exceptions to title other than the Conditions to Title, Seller, shall have until the Closing Date to have these exceptions removed from the Commitment or, if Buyer so agrees, to have the Title Insurer commit to insure against loss or damage occasioned thereby.

(c) Policy. As a condition to closing, Seller agrees to cause Title Insurer to issue to Buyer, as of the Closing Date, Title Insurer's ALTA Owner's Form Policy of Title Insurance ("Policy") in the amount of the Purchase Price, based on the Commitment, showing fee simple title to the Property vested in Buyer, subject only to the Conditions of Title, with extended coverage over all general exceptions, containing such endorsements as Buyer may require, including, without limitation, a 3.1 zoning endorsement with parking, usury and access endorsements, a comprehensive endorsement that there is no violation of recorded covenants, and such other endorsements as may be required by Buyer.

(d) Survey. No later than sixty (60) days before the Closing Date, Seller shall deliver to Buyer a survey dated subsequent to the date hereof, prepared by a land surveyor licensed in the state in which the Real Property is located and certified to have been prepared in accordance with ALTA Land Survey Standards for the benefit of Buyer and the Title Insurer ("Survey"). The Survey shall show the location of the improvements on the Real Property to be within their respective lot and setback lines and that the improvements do not encroach upon any easements, that there are no encroachments of buildings or other improvements from adjoining properties, and the location of all easements affecting the Real Property. In the

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event the Survey reveals there are any title defects, or there is any other matter adversely affecting the Property unacceptable to Buyer, including, without limitation, any encroachments of improvements onto adjacent land, any violations of building set back lines, any encroachments of improvements on adjoining land onto the Property, violations of zoning laws, any utilities not entering the Property through adjoining public streets or valid and indefeasible easements, or the location of the Property in a flood hazard area, then, unless Seller obtains title insurance against loss or damage occasioned by such encroachment or other matter and Buyer agrees to accept such title insurance, Buyer, at its option and upon written notice to Seller within thirty (30) days of receipt of the Survey from Seller, may terminate this Agreement in which event this Agreement shall be null and void and neither party shall have any further liability to the other, except as provided in the Loan Documents, provided, however, in the event the Survey shows no modifications from the Survey delivered by Seller to Buyer on or before the date hereof, Buyer shall be obligated to pay the Compensation Fee to Seller.

6. Due Diligence Period. Buyer, its agents, architects, engineers and consultants shall have from and after the date on which Buyer delivers the Election Notice until the Closing Date ("Inspection Period") to inspect the Property and to examine any information or documentation relating to the Property, including, without limitation, the Title Documents, Survey, Exhibits attached hereto and the information and documentation as hereinafter provided, and to satisfy itself, in its sole discretion, this transaction conforms to Buyer's objectives. If any such inspections or examinations disclose conditions which, in the sole discretion of Buyer, are material problems or defects related to the Property which are unsatisfactory to Buyer, Buyer, upon written notice to Seller within said Inspection Period may terminate this Agreement, in which event this Agreement shall be null and void, and neither party shall have any further liability hereunder, except as provided in the Loan Documents.

(a) Inspection of Property. Seller shall permit Buyer, its agents, architects, engineers and construction consultants, access to the Property for any inspections, studies and testing as Buyer deems appropriate, including, without limitation, relating to investigation of possible existence of hazardous substances.

(b) Information and Documentation. Seller shall provide, or cause to be provided, to Buyer, no later than sixty (60) days before the Closing Date, all information and documentation which Buyer has in its possession or control with respect to the Property, including, without limitation, the following, together with a certification by Seller that all such documentation and information has been delivered or, caused to be delivered, to Buyer pursuant to this Subparagraph 6(b):

- (1) contracts, books, records and files pertaining to the Property;
- (2) real estate taxes and assessments, including most recent tax bills;
- (3) complete copies of the Tenant Lease, Tenant correspondence and current financial information for Tenant;

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- (4) site plans, underground utility plans and plans and specifications;
- (5) insurance policies and insurance claims;
- (6) certificates of occupancy for shell and for all occupied tenant space and evidence of compliance with all laws, ordinances and regulations, including zoning, parking and land-use requirements;
- (7) warranties and guaranties from architects, contractors, material and equipment suppliers;
- (8) any traffic, engineering, soil, asbestos, hazardous substance or other tests and studies;
- (9) evidence there are no actions suits or proceeding with respect to the Property and its use which are pending, threatened or planned;
- (10) evidence Tenant is current in the performance of its obligations under the respective Tenant Leases;
- (11) list of lawsuits, if any, pertaining to Seller or the Property;
- (12) a statement of any defects in the Property known to Seller; and
- (13) income and expense statements for the Property for the previous three (3) years.

7. Escrow and Closing Date. The transaction contemplated by this Agreement shall be closed by means of a Deed and Money "New York Style" Escrow ("Escrow") to be opened with the Title Insurer, as escrowee ("Escrow Holder") on or prior to the Closing Date, in accordance with the general provisions of the usual form of Deed and Money "New York Style" Escrow Agreement then provided and used by the Escrow Holder (the "Escrow Agreement"), with such special provisions inserted in the Escrow Agreement as may be required to conform with this Agreement. In the event of any conflict between the Escrow Agreement and this Agreement, the terms of this Agreement shall prevail, unless the Escrow Agreement specifically states that it is intended to amend or modify this Agreement. The closing shall occur on the date set forth in Buyer's Election Notice, or such other earlier or later date mutually agreed upon, in writing, by Seller and Buyer (the "Closing Date"). Seller agrees to execute and deliver to Escrow Holder all documentation required to effectuate a "New York Style" escrow closing, including, without limitation, a "personal gap undertaking".

8. Closing Documents

(a) Seller's Closing Documents to Be Delivered on or Before the Closing Date. Seller shall deliver to Escrow Holder, pursuant to the Escrow Agreement, or to Buyer, as applicable, and Seller hereby covenants and agrees to deliver to Escrow Holder or to Buyer, as applicable, on or before the Closing Date, the following

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instruments and documents, all of which shall be subject to Buyer's prior review and approval as to form, scope and substance, the delivery of each of which shall be a condition to closing:

(i) The Deed, duly executed and acknowledged by Seller;

(ii) A bill of sale and an assignment of Intangible Property duly executed by Seller with warranty of title in favor of Buyer assigning and conveying the Personal Property and Intangible Property not otherwise assigned to Buyer pursuant to subparagraphs (iii) and (iv) immediately below, free and clear of any and all claims, liens, encumbrances, security interests, restrictions or other charges;

(iii) An assignment and assumption of the Tenant Lease, including, without limitation, all rental deposits, security deposits and all prepaid rentals, and those Contracts which Buyer elects, from and after the Closing Date, to assume ("Assumed Contracts"), the balance of which Contracts shall be terminated by Seller on or prior to the Closing Date so that such Contracts shall not be in effect as of the Closing Date ("Assignment and Assumption of Leases and Assumed Contracts"), duly executed and acknowledged by Seller in favor of Buyer and containing such third party consents as may be required;

(iv) An assignment of the Warranties and Seller's right, title and interest in, to and under all licenses, certificates, permits and other similar documents or authorizations pertaining to the ownership and operation of the Property, duly executed by Seller in favor of Buyer and containing such third party consents as may be required;

(v) An estoppel certificates ("Estoppel Certificate") addressed to Buyer in the form of and setting forth the matters stated in Exhibit "G" attached hereto and made a part hereof, plus such additional matters as Buyer may require with respect to the Tenant Lease, executed by Tenant;

(vi) Originals of the Tenant Lease, Contracts, Permits (hereinafter defined) and Warranties, and copies of material correspondence relating to the foregoing. The aforesaid shall be accompanied by a certificate of Seller certifying that attached to such certificate are (A) true, full and correct counterparts (or certified copies thereof) of the original Tenant Lease, Contracts, Warranties and any renewals, amendments or written modifications thereof, (B) full, true and correct copies (or originals) of any material correspondence relating thereto, and (C) adequate written memoranda of any material oral modifications or understandings with respect to any of the foregoing;

(vii) An Affidavit of Title in form customarily used in Cook County, Illinois;

(viii) A written reaffirmation that Seller's representations and warranties set forth in Paragraph 11 hereof continue to be true and correct as of the Closing Date;

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- (ix) ALTA Statements, in duplicate;
- (x) Personal "Gap Undertaking" executed by Seller;
- (xi) Opinion of Seller's counsel in form and substance required by Buyer;
- (xii) Attornment letter executed by Seller addressed to Tenant advising Tenant to pay rent to Buyer or as Buyer directs;
- (xiii) Such proof of Seller's authority and authorization to enter into this transaction as may be required by Buyer or Title Insurer;
- (xiv) Certification of Non-Foreign Status;
- (xv) Originals of all documentation and information delivered by Seller to Buyer pursuant to Paragraph 6;
- (xvi) Current UCC, tax lien and judgment searches (state and local) against Seller showing no liens, claims, encumbrances, security interest, restrictions or other charges against the Property or any part thereof; and
- (xvii) all keys to the Property.

(b) Deliveries by Buyer On or Before the Closing Date. The Buyer shall deliver to Escrow Holder pursuant to the Escrow Agreement or to Seller, as applicable, and Buyer hereby covenants and agrees to deliver to Escrow Holder, or Seller, as applicable, on or before the Closing Date the following monies, instruments and documents, the delivery of each of which shall be a condition precedent to the delivery of the Deed in accordance with the terms of the Escrow Agreement.

(i) The Note, duly endorsed to reflect payment in full, and release documentation for the Mortgage and other security instruments comprising the Loan Documents;

(ii) The balance of the Purchase Price plus Buyer's share of closing costs and prorations, pursuant to the terms of this Agreement;

(iii) Original executed versions of the Assignment and Assumption of Leases and Assumed Contracts; and

(iv) Such proof of Buyer's authority and authorization to enter into this transaction as may be reasonably required by Seller and Title Insurer.

(c) Joint Deliveries On or Before the Closing Date. The Escrow Agreement shall provide that the parties shall deliver to Escrow Holder and the parties hereby covenant and agree to deliver to Escrow Holder on or before the Closing Date the following instruments and documents, all of which shall be subject to Buyer's prior review and approval as to form, scope and substance, the mutual delivery of each of which shall be a condition precedent to the closing:

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(i) To the extent required, real estate transfer tax declaration or other documentary stamp declarations required by the municipal, county or state in which the property is located; and

(ii) Closing Statement.

9. Allocation of Closing Costs and Expenses. Seller shall pay the cost and expense of the Policy, the Survey and shall pay all documentary transfer taxes, including, without limitation, state, county and local, and all sales, use and excise taxes payable in connection with the delivery of any instrument or document contemplated herein and the conveyance of the Property contemplated herein, and the charges for or in connection with the recording of all instruments or documents provided herein and the conveyance of the Property. Buyer and Seller shall each pay one-half of any and all of the Escrow Holder's fees and "New York Style" closing fee, and shall each pay all legal and professional fees and fees of their consultants, respectively.

10. Prorations.

(a) General. Proration of rentals, revenues, and other income, if any, from the Property, and taxes, assessments, and other expenses, if any, affecting the Property shall be prorated as of 11:59 P.M. on the day prior to the Closing Date. It is agreed that the Closing Date shall be an income and expense date for Buyer. There shall be no proration of any insurance premiums with respect to the Property, nor any assumption of insurance coverage by Buyer, unless Buyer so elects in writing.

(b) Rentals. The term "rentals," as used herein, includes fixed monthly rentals and other sums and charges payable by the Tenant under the Tenant Lease. Subject to the following provisions regarding delinquent rentals and regarding various retroactive rentals and rent escalations, Buyer shall receive all rentals accruing on and after the Closing Date and Seller shall receive all rentals accruing prior to the Closing Date.

(c) Delinquent Rentals. Rentals are "delinquent" when payment thereof is due prior to but has not been made by the Closing Date (the "Delinquent Rentals"). Delinquent Rentals shall not be prorated until collected pursuant to the terms of this subsection. Buyer shall, except as set forth below, have the sole right to collect the Delinquent Rentals, but shall have no obligation to collect same, and Seller shall not compromise Buyer's right to collect the Delinquent Rentals. Any Delinquent Rentals delivered by Tenant to Seller shall be promptly delivered to Buyer, and the Delinquent Rentals collected by Seller and all Delinquent Rentals collected by Buyer, net of the costs of collection, shall be applied by Buyer first against amounts then due and owing from the Tenant to Buyer, including, without limitation, Delinquent Rentals attributable to the period of time commencing on and after the Closing Date, with the balance, if any, to be paid by Buyer to Seller, to be applied against that portion of such total Delinquent Rentals owing to Seller for the period of time prior to the Closing Date. Any rentals which are collected by or paid to Buyer after the Closing Date shall be considered to be Delinquent Rentals to the extent of any prior unpaid rentals under the Tenant Lease. Seller

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shall have the right to attempt to collect and collect amounts that Tenant owes to Seller only by such methods as shall not impair Buyer's legal relationship with Tenant, unless Buyer otherwise consents in writing. Seller shall take no action to collect any delinquent rent or other amounts owing the Seller without prior notice to Buyer.

(d) Prepaid Rentals. Prepaid rentals received by Seller which are unexpended as of the Closing Date shall be credited to Buyer as of the Closing Date. Buyer shall be credited and Seller shall be debited with any amount equal to all rent abatements and concessions for periods on and after the Closing Date pursuant to the Tenant Lease.

(e) Operating Expenses. All utility services charges for electricity, heat and air conditioning service, other utilities, common area maintenance, taxes other than real estate taxes such as rental taxes, and all expenses incurred in operating the Property that Seller customarily pays, and any other costs incurred in the ordinary course of business or the management and operation of the Property, shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date and Buyer shall pay all such expenses accruing on and after the Closing Date. To the extent possible, Seller and Buyer shall obtain billings and meter readings as of the Closing Date to aid in such prorations.

(f) Tenant Deposits. Buyer shall be credited and Seller shall be debited with an amount equal to all deposits being held by Seller or any other person under the Tenant Lease and any interest, if any, required to be paid on account thereof.

(g) Other Prorations. Such additional adjustments as are normally made in connection with a purchase and sale of this type contemplated hereunder.

(h) Special Credit. Buyer shall pay to Seller at Closing an amount equal to five percent (5%) per annum simple interest on the \$800,000 portion of the Purchase Price from the date hereof to the Closing Date.

(i) Note. Buyer and Seller shall prorate the interest on the Note.

(j) Method of Proration. Except as expressly provided herein, all apportionments shall be made in accordance with customary practice in County, Illinois. The parties agree to cause a schedule of tentative adjustments to be prepared prior to the Closing Date. Such adjustments, if and to the extent known and agreed upon as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to the Seller) or by Seller to Buyer (if the prorations result in a net credit to the Buyer), by increasing or reducing the amount to be paid by Buyer at closing. Buyer and Seller agree the intent of this provision is to allocate the income and expenses attributable to the Property in a fair, just, and equitable manner, and the parties agree in the event of special circumstances not specifically covered herein, such equitable principles shall guide the parties in reaching a fair resolution. All prorations hereunder shall be final, unless otherwise expressly provided hereunder.

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11. Representations and Warranties of Seller. In addition to any other representations and warranties of Seller herein, the following constitute representations and warranties of Seller, and all of the foregoing and following representations and warranties shall be true and correct as of the Closing Date (and the truth and accuracy of which shall constitute a condition to the disbursement of the Purchase Price in accordance with the terms of the Escrow Agreement and this Agreement):

(a) Title. Seller has good, marketable and insurable title to the Property, free and clear of all mortgages, liens, encumbrances, leases, tenancies, security interests, covenants, conditions, restrictions, rights of way, easements, judgments and other matters affecting title, except the Conditions of Title.

(b) Legal Matters. There is no pending or, to the best of Seller's knowledge, threatened action, suit, proceeding, including without limitation, condemnation proceeding, affecting the Property or any portion thereof by or before any court, municipal department, commissioner, board, bureau or agency; nor are there any pending public improvements in, about or outside the Property which will in any manner affect access to the Property; nor is there any such action, suit, proceeding of any kind or character whatsoever affecting the Property or, to the best of Seller's knowledge, presently contemplated, which will in any manner affect Buyer upon or after the consummation hereof.

(c) No Conflicts. Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property. The Property and the present use, occupancy and operation thereof are not in violation of any applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property. The execution and delivery of this Agreement and the consummation of the transaction herein contemplated will not conflict with any applicable law, ordinance, regulation, statute, rule, restriction or any judgment, order or decree of any court having jurisdiction over Seller or the Property.

(d) Tenant Lease. The copy of the Tenant Lease attached to this Agreement as Exhibit "C" is a true and correct copy of the Tenant Lease, and there are no written modifications, amendments or supplements thereto. Seller shall not allow the Tenant Lease to be executed, amended or terminated on or after the date hereof, without the prior written consent of Buyer. The Tenant Lease is in full force and effect, the Tenant is in full possession of its premises thereunder and has commenced paying rent.

(e) No Assignment. As of the Closing Date, neither the Tenant Lease nor the rents or other amounts payable thereunder will have been assigned, pledged or encumbered.

(f) Schedule of Contracts. The Schedule of Contracts attached hereto as Exhibit "D" is a complete and correct list of all management, service, supply and maintenance contracts with respect to the Property and, as of the Closing Date, there will only be Assumed Contracts. All agreements affecting the Property, whether oral or written, have been delivered (or will be delivered in accordance with the terms of this Agreement) to Buyer.

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(g) Improvements. All Improvements (including all streets, curbs, sidewalks, sewers and other utilities and appurtenant facilities) have been completed and installed in accordance with applicable building codes, zoning ordinances.

(h) Default. Seller is not in material default in respect of any of its obligations or liabilities pertaining to the Property, including, without limitation, the Contracts, Tenant Leases, Warranties, and other Conditions of Title, nor is there any state of facts or circumstances which, after notice or lapse of time, or both, would constitute such a default.

(i) Condition of Property. As of the Closing Date, the Property, including, without limitation, the roof(s), elevators and basement(s), will be structurally sound, wind and water tight, and free of leaks and dampness and all plumbing, heating, ventilation, air-conditioning, electrical and other mechanical systems and equipment are in good operating order, and Seller knows of no defects (structural or otherwise) in the Property or the foregoing systems which would render them unfit for their use in the manner in which Buyer contemplates.

(j) Operations of Property. Seller, from the date hereof through the Closing Date, shall continue to manage and maintain the Property in a first class manner. Seller shall not, without Buyer's prior written consent, make any alterations, improvements, additions or capital expenditures, amend or enter into any new contracts or agreements pertaining to the Property, including, without limitation, maintenance, utilities, services or employment.

(k) Special Taxes or Assessments. There is not presently assessed, levied, pending or threatened any special real estate taxes or assessments of any nature with respect to the Property or any part thereof.

(l) Flood Hazard. The Property has not been subject to any flooding and is not located within a special flood hazard area.

(m) Mechanic's Liens. There are no claims for mechanic's liens or any labor, services or materials or any unpaid amounts in connection therewith which could give rise to mechanic's liens against the Property.

(n) No Violations. The Property complies with the requirements of all building, zoning and environmental laws and development or zoning agreements with all federal, state and local authorities.

(o) Access, Ingress and Egress. The Property has direct access to a paved public roadways.

(p) Documents of Record. Seller has received no notice of and, to the best of Seller's knowledge, there is no default with respect to any obligations of Seller under any easements, deeds or other documents of record.

(q) Tax Information. All tax bills and tax information delivered to Buyer pursuant to Paragraph 6 are true and correct copies thereto. Seller has paid all taxes which may be due and owing on the Property.

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(r) Information Concerning Improvements. All information concerning the Improvements contained within this Agreement is complete, accurate and correct in all material respects.

(s) Documents and Information. All information as set forth by Seller in the Exhibits attached hereto and all documents and information submitted hereunder for Buyer's review and approval are complete, accurate and correct in all material respects, and no facts or information has been omitted therefrom.

(t) Utilities. The Property is served by water, sewer, gas, telephone and electricity, and such utilities are installed and fully paid for.

(u) Tax Parcel. Seller represents the Property constitutes a separate tax parcel and is not being taxed as a part of a larger tax parcel.

(v) Employees. Seller represents it has no employees with respect to the Property.

(w) Permits. Exhibit "H" attached hereto and made a part hereof constitutes a list of all certificates of occupancy (other than for tenant space which has not yet been completed or to the extent not customarily provided by the Village of Sauk Village), permits, licenses, orders, approvals, exemptions, certificates, registrations, variances or other authorizations (collectively, "Permits") from all federal, state and local governmental departments, offices, agencies and authorities (collectively, "Governmental Authority" or "Governmental Authorities") which have been obtained by Seller in connection with its construction, use and occupancy of the Property, including, but not limited to, all environmental permits, indicating, in each case, the Governmental Authority responsible therefor. For purposes hereof, the Property includes, without limitation, the surface and subsurface, including all subsurface waters. The Permits listed in Exhibit "H" constitute all of the Permits required to be obtained or held in connection with Seller's construction, use or occupancy of the Property. All of the Permits are in force and effect in accordance with their respective terms, and Seller has received no notice from any Governmental Authority to the effect any additional permits are required. Seller has not breached or defaulted under, nor is alleged to have breached or defaulted under, any of the Permits. Seller is complying in all respects with its obligations under each of the Permits listed in Exhibit "H" and with all federal, state and local statutes, laws, ordinances, orders, rules, regulations and moratoria relating to its use or occupancy of the Property, including but not limited to, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Safe Drinking Water Act, as amended, the Resource Conservation and Recovery Act, as amended ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and any so-called "superfund" or "super lien" law. Seller has not received any notice alleging any non-compliance with any of such statutes, laws, ordinances, orders, rules, regulations or moratoria.

(x) Hazardous Wastes. No hazardous wastes, as defined in Subtitle C of RCRA or under applicable state law, and no hazardous substances, as defined in CERCLA or under applicable state law, have been treated, stored, or disposed of on

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the Property. All laboratory wastes containing hazardous materials are stored and disposed of in accordance with applicable laws.

(y) Storage Tanks. No underground storage tanks are present on the Property, and to the best of Seller's knowledge, no such tanks were previously removed.

(z) Asbestos. There is no hazardous waste, substance (including asbestos), chemical, or other condition or use of the Property, whether natural or man-made, which poses a present or potential threat of damage to the health of persons, to property, or to the environment.

(aa) Survival of Closing and Disclosure. The terms, conditions, provisions, representations, covenants and warranties shall survive the Closing and delivery of the Deed and shall be binding upon the Seller and its heirs, successors and assigns. If from and after the date hereof until closing, Seller discovers or becomes aware of any information which would cause any of the representations or warranties of Seller contained in this Agreement to become inaccurate or false, Seller shall immediately notify Buyer thereof.

12. Representations and Warranties of Buyer. In addition to any other representations and warranties of Buyer contained herein, the following constitute representations and warranties of Buyer and all of the foregoing and following representations and warranties shall be true and correct as of the Closing Date (and the truth and accuracy of which shall constitute a condition to the delivery of the Deed in accordance with the Escrow Agreement):

(a) Power. Buyer has the legal power, right and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to execute and deliver all documents and instruments to be delivered by Buyer hereunder.

(b) Requisite Action. All requisite action (corporate, trust, partnership or otherwise) has been taken or obtained by Buyer in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby, or shall have been taken prior to the Closing Date.

(c) Individual Authority. The individual(s) executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(d) Survival of Closing. The terms, conditions, provisions, representations, indemnifications, covenants and warranties shall survive the closing and delivery of the Deed shall be binding upon the Buyer and its heirs, successors and assigns.

13. Defaults and Remedies.

(a) Buyer's Default. If Buyer fails to perform in accordance with the terms of this Agreement or breaches any of the terms of this Agreement, Seller shall be entitled to exercise all rights and remedies available at law or in equity.

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(b) Seller's Default. If Seller fails to perform in accordance with the terms of this Agreement or breaches any of the terms of this Agreement, Buyer shall be entitled to exercise all rights and remedies available at law or in equity.

14. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by air express service utilizing return receipts or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below. Such notice or other communication shall be deemed given upon receipt or upon refusal to accept delivery.

To Seller: Mark M. VandeYacht
5750 Midnight Pass Road
501 E
Sarasota, Florida 34242

With a copy to: Druck & Swartzberg, S.C.
4811 South 76th Street, Suite 306
Milwaukee, Wisconsin 53220
Attention: John G. Movroydis

To Buyer: c/o CenterPoint Properties Corporation
401 North Michigan Avenue, Suite 3000
Chicago, Illinois 60611
Attention: Paul S. Fisher

With a copy to: Coffield Ungarotti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: James B. Smith, Esq.

Notice of change of address shall be given by written notice in the manner detailed in this Section.

15. Casualty or Condemnation. In the event of fire or other casualty, or condemnation of the Property by any governmental authority, or in the event any notice of such condemnation is received by Seller, Buyer may elect to terminate this Agreement in which event this Agreement shall be of no further force and effect and the parties shall have no further liability hereunder, except as provided in the Loan Documents. If Buyer does not so elect, then this transaction shall close as scheduled, and on the Closing Date, (a) with respect to a fire or other casualty, either the Improvements shall have been repaired or restored in a manner satisfactory to Buyer, or Buyer may elect to receive a credit equal to all insurance proceeds (or an assignment of all rights to receive such proceeds) plus the deductible plus any additional costs of repair, (ii) with respect to a condemnation of the Property, Buyer may elect to receive all condemnation proceeds (or an assignment of all rights to receive such proceeds) plus any additional costs of repair.

16. Brokers. Seller represents and warrants to Buyer no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with such transaction, other than Mansur &

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Co. and Holmes Barile Realty Advisors Inc. (the "Broker"). Buyer represents and warrants to Seller it has not entered into any written agreements with any broker or finder in connection with the transaction contemplated by this Agreement. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Seller shall indemnify, save harmless and defend Buyer from and against such claims. Seller acknowledges that, at closing, it will pay, from the closing proceeds, all brokerage commissions, if any, due and owing to the Broker pursuant to a separate agreement.

17. Assignment. The parties hereto agree Buyer shall have the right, prior to the Closing Date and without the consent of Seller, to assign this Agreement to any other entity related in any way to Buyer. Seller shall not assign this Agreement, without the prior written consent of Buyer.

18. Indemnifications. In addition to the indemnification regarding brokerage commissions and the like hereinabove set forth, Seller shall hold harmless, indemnify and defend Buyer and the Property from and against: (a) any and all obligations, liabilities, claims, liens or encumbrances whether direct, contingent or consequential and no matter how arising, in any way related to the Property and arising or accruing on or before the Closing Date or in any way related to or arising from any act, conduct, omission, contract or commitment of Seller at any time or times on or before the Closing Date, including, but without limitation, any claim arising or accruing under any Tenant Lease on or before the Closing Date or any claim in any way related to or arising from the construction of the Improvements; (b) any loss or damage to Buyer resulting from any inaccuracy in or breach of any representation or warranty of Seller or resulting from any breach or default of Seller under this Agreement or any of the documents described herein; (c) any loss, damage, cost, expense, injury or liability (including, without limitation, attorneys' fees and court costs) arising from the imposition or recording of a lien against the Property, or from the assessment against Buyer or the incurrence by Buyer of any clean-up and removal costs or defense costs under any hazardous waste, environmental protection, spill compensation, clean air and water, or other local, state or federal statute, law, ordinance or regulation of similar type (hereinafter referred to as "Statute") with respect to the Property or from any liability asserted against Buyer by any third party in connection with any violation of a Statute or other action by Seller or its agents with respect to the Property; (d) any loss of value in the Property as a result of any such lien, such clean-up and removal costs, or such other liability; (e) any loss, damage, cost, expense, injury or liability arising from any failure or defect in title occasioned by any applicable Statute; and (f) all costs and expenses, including attorneys' fees, related to any action, suits or judgments incident to any of the foregoing. This indemnification shall apply only to an indemnified matter which occurrence relates to a matter which arose prior to, and not after, the Closing Date and shall not apply to any matter accepted in writing by Buyer prior to the Closing.

19. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the closing in accordance with the provisions hereof.

20. Possession. Possession of the Property, subject to the rights of tenants under Tenant Leases, shall be delivered to Buyer on the Closing Date.

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21. Bankruptcy of Tenant. In the event, on or before the Closing Date, there is (i) filed by or against Tenant a petition in bankruptcy or a petition or answer seeking assignment for the benefit of creditors, the appointment of a receiver, trustee, liquidation or dissolution or similar relief under the Federal Bankruptcy laws or any state law, or (ii) a material adverse change in the financial condition of Tenant, then, in either of such events, Buyer may elect either (a) to terminate this Agreement, in which event this Agreement shall be null and void, and the parties shall have no further liability hereunder, except as provided in the Loan Documents, or (b) to proceed to consummate this transaction provided other arrangements satisfactory to Buyer, in its sole discretion, are made.

22. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach or any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) Survival of Representations, etc. The covenants, agreements, indemnifications, representations and warranties made herein shall survive the Closing and the delivery of the Deed and this Agreement shall, subject to Paragraph 17 hereof, extend to the respective successors, heirs and assigns of Seller and Buyer.

(d) Professional Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

(e) Entire Agreement. This Agreement (including all Exhibits attached hereto, all of which are expressly incorporated herein) contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto, other than the Loan Documents. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Other than as expressly set forth in this

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Agreement, the parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(f) Time of Essence. Seller and Buyer hereby acknowledge and agree time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

(h) Recording of Memorandum of Option. At the request of Buyer, Seller agrees to execute or cause to be executed a Memorandum of this Agreement and said Memorandum may be recorded with the Cook County Recorder of Deeds at Buyer's expense.

(i) Subleases. Seller agrees from the date hereof until the end of the Option Period (or the Closing Date if the Option is exercised), Seller will not consent to any sublease of all or part of the property by Tenant, except for use as a warehouse or distribution facility unrelated to the storage or movement of hazardous waste, and all such subleases shall be made expressly subject to the rights of Buyer hereunder and shall provide, in the event of any uncured default by Tenant under its lease of the Property subsequent to Buyer's acquisition of the Property, the rights of such subtenant may be terminated by Buyer upon termination of the rights of Tenant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date and year first above written.

BUYER:

CP FINANCING CORPORATION I, an
Illinois corporation

By: Karl S. Sidon

Its VICE PRES. & TREASURER

SELLER:

Mark M. Vandeyacht
Daniel C. Vandeyacht

MARK M. VANDEYACHT, by Daniel C.
Vandeyacht under Power of Attorney
dated July 27, 1994

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State of Illinois,

Cook County, Illinois:

I, Wayne Bennett
Paul S. Fisher, Vice President,
CP Financing Corporation I, an Illinois Corporation

a Notary Public in and for said County and State, do hereby certify that
Secretary & Treasurer of personally known to me to be
the same person(s) whose name(s) 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 free and voluntary act,*

for the purposes and therein set forth.

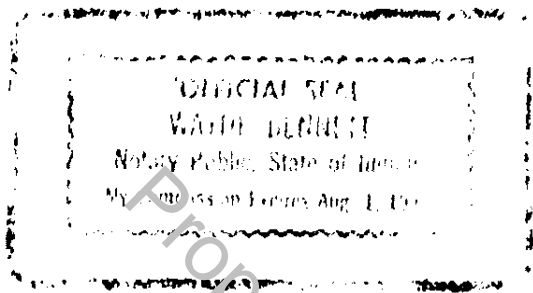
Given under my hand and official seal, this 27th

day of July, 1994.

*and as the free and voluntary act of said Corporation

My commission expires:

Wayne Bennett
Notary Public



Property of Cook County Clerk's Office

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State of Illinois, Cook

I, Wayne Bennett

County ss:

Daniel C. Vandeyacht by Power of Attorney for Mark M. Vandeyacht dated July 27, 1994
the same person(s) whose name(s) is

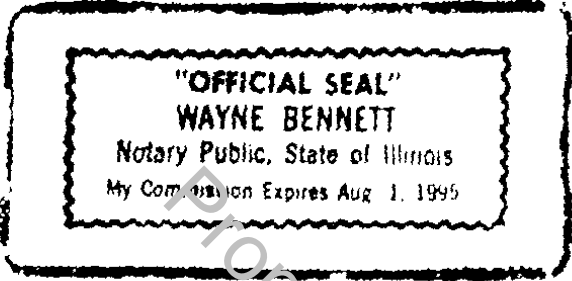
a Notary Public in and for said County and State, do hereby certify that personally known to me to be
subscribed to the foregoing instrument, appeared before me this day
signed and delivered the said instrument as his free and voluntary act,

in person and acknowledged that he

for the purposes and therein set forth.
Given under my hand and official seal, this 27th

day of July, 1994

My commission expires:



Wayne Bennett
Notary Public

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Exhibits

- "A" Legal Description of Real Property
- "B" Description of Personal Property
- "C" Tenant Lease
- "D" Schedule of Contracts
- "E" List of Warranties
- "F" Schedule of Permitted Exceptions to Title
- "G" Form of Tenant Estoppel Certificate
- "H" List of Permits, Licenses and Approvals

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Exhibit B

Dock Levelers

Property of Cook County Clerk's Office

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Exhibit C

Dependable Storage Inc.
Lease dated July 27, 1994

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Exhibit H

State of Illinois Department of Agriculture
Personal Property Warehouse License

Village of Illinois
Business License

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EXHIBIT "G"

ESTOPPEL CERTIFICATE

To: _____

Attn: _____

Re: (Insert Name of Building)
(Insert Address)

Premises: Suite No. ___ on the ___ Floor
containing _____ rentable square feet

Lease: Lease dated _____, 19___, between
_____, as Landlord and Dependable Storage, Inc.,
as Tenant, as amended as follows: _____
_____.

Gentlemen:

The undersigned Tenant under the Lease, understands and agrees that you are in the process of selling your interest in that certain real property ("Property") of which the premises ("Premises") covered by the Lease and identified above are a part. In that regard, the purchaser, _____, and its successors and assigns and its lender may rely on the statements below in connection with such purchase. Tenant hereby certifies that the following statements are true and correct:

1. The undersigned has the authority to sign this Estoppel Certificate.
2. Tenant has accepted possession of the Premises, and is currently occupying the Premises under the Lease. The execution of the Lease by Tenant was duly authorized, and the Lease is in full force and effect and is binding upon Tenant.
3. There exists no default nor state of facts which with notice, the passage of time, or both, would result in a breach or default, on the part of either Tenant or Landlord.
4. The Lease, including any presently exercised option or renewal term, shall expire on _____, 19___ and Tenant does not have any right to extend or renew the term, except as follows: _____.
5. The monthly installment of fixed rental required to be paid under the Lease is \$ _____ and rental has been paid through _____, 199___. Tenant has paid in full all rent, real estate taxes, utility expenses and other additional rent and other sums presently or heretofore due and payable under the Lease, and no rent has been paid more than thirty (30) days in advance of its due date.

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6. Tenant has no claim against the Landlord for any security or other deposits, and has no defense, offset or counterclaim to rent accruing under the Lease or any other instrument except for a security deposit in the amount of \$ _____ paid pursuant to the terms of the Lease.

7. All of the improvements to be constructed by Landlord, if any, contemplated under the Lease or as required therein and in all collateral agreements, plans and specifications respecting the same have been completed as so required and has been accepted by Tenant.

8. The Lease has not been amended, modified, supplemented or altered in any respect, except as follows: _____.

9. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

10. Tenant has not assigned or sublet its interest under the Lease.

11. Tenant does not have, or hereby waives, any option or preferential right to purchase all or any part of the Premises.

12. The Premises are being used for the purposes as described in the Lease.

Dated: _____, 199 ____.

Dependable Storage, Inc.

By _____
Its _____

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EXHIBIT A

Legal Description

Part of the Southwest 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 35 North, Range 15 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Southwest Corner of Section 19; thence N 01°00'29"W along the West Line of the Southwest 1/4 of Section 19, 7.10 feet to the point of beginning; thence continuing N01°00'29"W along said West Line, 1349.50 feet; thence N89°14'46"E along the North Line of the South 30.0 feet of the Northwest 1/4 of the Southwest 1/4 of Section 19, 585.00 feet; thence S01°00'29"E along a line parallel to and 65.00 feet easterly of the east building line of a 300 foot by 1225 foot warehouse and its extension, 1020.67 feet; thence 478.29 feet along an arc of a nontangent curve to the left having a radius of 462.28 feet and whose chord bears S43°48'38"E, 457.33 feet, being 25.00 feet northeasterly and concentric with the centerline of an existing railroad spur having a degree of curvature of 11°46'44"; thence S89°35'16"W along the North Line of the Consolidated Rail Corporation right-of-way, 895.76 feet to the point of beginning, containing 18.90 acres, reserving the West 50.00 feet presently used for roadway purposes and subject to all easements and restrictions of record.

Tax Nos. 33-19-301-001 and 33-19-300-010

Address: 21399 Torrence Ave., Sauk Village, IL

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Exhibit B

Dock Levelers

Property of Cook County Clerk's Office

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Exhibit C

Dependable Storage Inc.
Lease dated July 27, 1994

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Exhibit D

None

Property of Cook County Clerk's Office

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EXHIBIT F

PERMITTED EXCEPTIONS

1. General Real Estate taxes for 1993 - second installment, and subsequent years.
2. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE COUNTY OF COOK IN AND TO THE WEST 33 FEET OF LAND AS LAID OUT ON AUGUST 20, 1853 FOR TORRENCE AVENUE BY ORDER OF THE HIGHWAY COMMISSIONERS RECORD BOOK NUMBER 1, PAGES 38 AND 39
3. GRANT DATED NOVEMBER 14, 1957 AND RECORDED DECEMBER 26, 1957 AS DOCUMENT 17097217 FROM PETER HETTICH, ROSE HETTICH AND HAROLD HETTICH TO THE ILLINOIS BELL TELEPHONE COMPANY OF THE RIGHT TO CONSTRUCT, RECONSTRUCT, OPERATE AND MAINTAIN LINES OF TELEPHONE AND TELEGRAPH CONSISTING OF SUCH POLES WIRES, MAY FROM TIME TO TIME REQUIRE UPON, ALONG AND UNDER THE PUBLIC ROADS, STREETS AND HIGHWAYS ON OR ADJOINING THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15
4. RIGHT OF THE PUBLIC, THE STATE OF ILLINOIS AND THE COUNTY OF COOK IN AND TO OTHER PARTS OF THE LAND TAKEN OR USED FOR ROAD PURPOSES.
5. OPEN DRAINS OVER THE WEST PART OF SECTION 19 AFORESAID AND OTHER PROPERTY AS SHOWN BY THE PLAT OF LINCOLN-LANSING DRAINAGE DISTRICT, RECORDED DECEMBER 8, 1924 IN BOOK 199 OF PLATS, PAGE 26, DOCUMENT 863359.
6. RIGHTS, INTEREST AND EASEMENTS OF LINCOLN-LANSING DRAINAGE DISTRICT AS ACQUIRED UNDER CONDEMNATION PROCEEDINGS IN CASE 49543, COUNTY COURT OF COOK COUNTY, ILLINOIS, AS FOLLOWS: RIGHT OF WAY THROUGH THE SOUTHWEST 1/4 (EXCEPT THE SOUTHWEST 1/4 THEREOF) OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
7. EASEMENT RIGHTS OF SINCLAIR PIPE LINE COMPANY (ATLANTIC RICHFIELD) AND/OR ARCO PIPELINE COMPANY AND COVENANTS CONTAINED IN AGREEMENT DATED OCTOBER 13, 1987 AND RECORDED NOVEMBER 10, 1987 AS DOCUMENT 87606134 WHICH AMENDS INSTRUMENT FILED NOVEMBER 21, 1927 IN BOOK 25355 AT PAGE 543 AND WHICH AGREEMENT LIMITS THE PIPELINE RIGHT OF WAY TO THE SOUTH 50 FEET OF PARCEL 1.

ASSIGNMENT OF RIGHT-OF-WAY EASEMENT MADE BY ARCO PIPE LINE COMPANY, A DELAWARE CORPORATION, TO NORCO PIPELINE, INC., DATED NOVEMBER 2, 1992 AND RECORDED JUNE 13, 1993 AS DOCUMENT 93448855.

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8. EASEMENT AGREEMENT DATED JANUARY 18, 1980 AND RECORDED FEBRUARY 11, 1980 AS DOCUMENT 25358061 MADE BY AND BETWEEN PETER HETTICH AND HAROLD HETTICH AND THE VILLAGE OF SAUK VILLAGE COOK COUNTY FOR 16 INCH WATER LINE ON THE EAST 17 FEET OF THE WEST 50 FEET OF THE LAND.
9. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE SOUTH 10 FEET OF PARCEL 1 AND THE NORTH 10 FEET OF PARCEL 2 OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED JANUARY 22, 1988 AS DOCUMENT 88034371.
10. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE SOUTH 15 FEET OF THE NORTH 25 FEET OF THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH TELEPHONE AND ELECTRIC SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED FEBRUARY 17, 1988 AS DOCUMENT 88069455. (AFFECTS PARCEL 2)
11. STORMWATER DETENTION FACILITIES EASEMENT RECORDED DECEMBER 22, 1989 AS DOCUMENT 89611859 OVER, ACROSS AND THROUGH THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 80.00 FEET WIDE FOR STORMWATER DETENTION, LYING 40.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING STORMWATER DETENTION BASIN AND ITS EXTENSION, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19; THENCE NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 19, 7.10 FEET; THENCE CONTINUING NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST ALONG SAID WEST LINE, 1349.50 FEET; THENCE NORTH 89 DEGREES, 14 MINUTES, 46 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, 585.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES, 00 MINUTES, 29 SECONDS EAST ALONG SAID CENTERLINE AND ITS EXTENSION, 1020.67 FEET TO THE END OF SAID DESCRIBED CENTERLINE, CONTAINING 1.87 ACRES

IT IS PERMANENT AND NON-EXCLUSIVE, FOR THE BENEFIT OF PARCELS 1 AND 2 AS DESCRIBED THEREIN AND IS BINDING ON PARCELS 1 AND 2, AS DESCRIBED THEREIN FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A STORMWATER DETENTION BASIN AND APPURTENANT FACILITIES.

12. ROADWAY AND UTILITY EASEMENT RECORDED DECEMBER 22, 1989 AS DOCUMENT 89611860, OVER, ACROSS AND THROUGH THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 60.00 FEET WIDE FOR ROADWAY AND UTILITY PURPOSES, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19; THENCE NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 19, 7.10

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SAID WEST LINE 1289.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST ALONG SAID WEST LINE, 60.00 FEET; THENCE NORTH 89 DEGREES, 14 MINUTES, 46 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 30.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, 585.00 FEET; THENCE SOUTH 01 DEGREES, 00 MINUTES, 29 SECONDS EAST ALONG A LINE PARALLEL TO AND 65.00 FEET EASTERLY OF THE EAST BUILDING LINE OF A 300 FOOT BY 1225 FOOT WAREHOUSE AND ITS EXTENSION, 60.00 FEET; THENCE SOUTH 89 DEGREES, 14 MINUTES, 46 SECONDS WEST, 585.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.80 ACRES, RESERVING THE WEST 50.00 FEET PRESENTLY USED FOR ROADWAY PURPOSES

IT IS PERMANENT AND NON-EXCLUSIVE, FOR THE BENEFIT OF PARCEL 2, AS DESCRIBED THEREIN AND IS BINDING ON PARCEL 1 AS DESCRIBED THEREIN FOR THE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM PARCEL 2 AND FOR THE EXTENSION OF ALL UTILITY DEEMED DESIRABLE FOR PARCEL 2.

13. FIRE PROTECTION WATERMAIN AND PUMPHOUSE BASEMENT RECORDED DECEMBER 22, 1969 AS DOCUMENT 89611851, OVER, ACROSS AND THROUGH THAT PART OF THE LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING 10 INCH FIRE PROTECTION WATERMAIN, BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19; THENCE NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 19, 7.10 FEET; THENCE CONTINUING NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST ALONG SAID WEST LINE, 968 FEET; THENCE NORTH 88 DEGREES, 59 MINUTES, 31 SECONDS EAST, 42 FEET TO THE POINT OF CONNECTION TO AN EXISTING 16 INCH VILLAGE WATERMAIN, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES, 59 MINUTES, 31 SECONDS EAST, 38 FEET; THENCE NORTH 01 DEGREES, 00 MINUTES, 29 SECONDS WEST, 320 FEET; THENCE NORTH 88 DEGREES, 59 MINUTES, 31 SECONDS EAST, 505 FEET TO A POINT ON THE EAST LINE OF THE PARCEL 1 BOUNDARY, BEING 14 FEET NORTHERLY OF THE NORTH BUILDING LINE EXTENDED AND 65 FEET EASTERLY OF THE EAST BUILDING LINE EXTENDED, BEING THE END OF SAID DESCRIBED CENTERLINE, CONTAINING 0.40 ACRES.

IT IS PERMANENT AND NON-EXCLUSIVE, FOR THE BENEFIT OF PARCEL 2, AS THEREIN DESCRIBED AND IS BINDING ON PARCEL 1, AS DESCRIBED THEREIN, FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A FIRE PROTECTION WATERMAIN AND PUMPHOUSE AND APPURTENANT FACILITIES.

14. TERMS AND PROVISIONS OF THE OPTION TO PURCHASE THE LAND RECORDED HEREBY.

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EXHIBIT "G"

ESTOPPEL CERTIFICATE

To: _____

Attn: _____

Re: (Insert Name of Building)

(Insert Address)

Premises: Suite No. ___ on the ___ Floor
containing _____ rentable square feet
Lease: Lease dated _____, 19___, between
_____, as Landlord and Dependable Storage, Inc.,
as Tenant, as amended as follows: _____

Gentlemen:

The undersigned Tenant under the Lease, understands and agrees that you are in the process of selling your interest in that certain real property ("Property") of which the premises ("Premises") covered by the Lease and identified above are a part. In that regard, the purchaser, _____, and its successors and assigns and its lender may rely on the statements below in connection with such purchase. Tenant hereby certifies that the following statements are true and correct:

1. The undersigned has the authority to sign this Estoppel Certificate.
2. Tenant has accepted possession of the Premises, and is currently occupying the Premises under the Lease. The execution of the Lease by Tenant was duly authorized, and the Lease is in full force and effect and is binding upon Tenant.
3. There exists no default nor state of facts which with notice, the passage of time, or both, would result in a breach or default, on the part of either Tenant or Landlord.
4. The Lease, including any presently exercised option or renewal term, shall expire on _____, 19___ and Tenant does not have any right to extend or renew the term, except as follows: _____.
5. The monthly installment of fixed rental required to be paid under the Lease is \$ _____ and rental has been paid through _____, 199___. Tenant has paid in full all rent, real estate taxes, utility expenses and other additional rent and other sums presently or heretofore due and payable under the Lease, and no rent has been paid more than thirty (30) days in advance of its due date.

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6. Tenant has no claim against the Landlord for any security or other deposits, and has no defense, offset or counterclaim to rent accruing under the Lease or any other instrument except for a security deposit in the amount of \$ _____ paid pursuant to the terms of the Lease.

7. All of the improvements to be constructed by Landlord, if any, contemplated under the Lease or as required therein and in all collateral agreements, plans and specifications respecting the same have been completed as so required and has been accepted by Tenant.

8. The Lease has not been amended, modified, supplemented or altered in any respect, except as follows: _____.

9. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant.

10. Tenant has not assigned or sublet its interest under the Lease.

11. Tenant does not have, or hereby waives, any option or preferential right to purchase all or any part of the Premises.

12. The Premises are being used for the purposes as described in the Lease.

Dated: _____, 199__.

Dependable Storage, Inc.

By _____
Its _____

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Exhibit H

State of Illinois Department of Agriculture
Personal Property Warehouse License

Village of Illinois
Business License

Property of Cook County Clerk's Office

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