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SUBLEASE

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THIS INDENTURE OF SUBLEASE is made as of this 7th day of November, 1996, by and between RECLAMATION CONSTRUCTION CORPORATION, an Illinois corporation (the "Lessor"), and FORTECH, L.L.C., an Illinois limited liability company (the "Lessee").

WHEREAS, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO (then, The Sanitary District of Chicago), which has legally changed its name to THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, as Lessor, and RECLAMATION CONSTRUCTION CORPORATION (the Lessor herein) as Lessee, heretofore entered into a certain Indenture of Lease made April 29, 1954, demising and leasing certain lands in Cook County, Illinois (sometimes hereinafter referred to as the "Prime Lease", a copy of which as in force and effect on the date hereof being attached as Exhibit "A"), of which lands demised under the Prime Lease the premises hereinafter described and demised hereby are a part; and

WHEREAS, the Lessor has prior to the date hereof canceled an existing lease for the premise demised hereby with DORAC, INC., an Illinois corporation, successor to the leasehold interest of INTERNATIONAL RAMCO, INC., an Illinois corporation, successor to the leasehold interest and estate of AMERICAN METAL CLIMAX, INC., successor to the leasehold interest and estate of CREST CONCRETE SYSTEMS, INC., and

WHEREAS, Lessor desires to lease the premises demised hereby to the Lessee and Lessee desires to accept such demise upon the terms and conditions hereinafter provided.

NOW, THEREFORE, Lessor and Lessee covenant and agree as follows:

1. Lessor, for and in consideration of the rents hereinafter reserved and agreed to be paid, and of the terms, covenants and agreements hereinafter contained, does hereby demise and lease unto the Lessee all of the following described premises situated in the County of Cook, and State of Illinois, to-wit:

That part of Section 20, Township 37 North, Range 11 East of the 3rd P.M., described as follows: Beginning at the intersection of the center line of Stephen Street and the Northerly line of the Chicago Sanitary and Ship Canal; thence Westerly along the Northerly line of said Chicago Sanitary and Ship Canal 533.0 feet for the place of beginning; thence continuing westerly along the last described line 893.0 feet; thence Northerly at right angles to the last described line 300.0 feet; thence Westerly at right angles to the last described line 400.0 feet; thence Northerly at right angles to the last described line 500.0 feet; thence Easterly at right angles to the last described line 1289.0 feet; thence Southerly at right angles to the last described line 800.0 feet to the place of beginning; all in Cook County, Illinois.

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BOX 333-CTI

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BOX 333-611

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Containing 20.99 acres more or less.

All as shown in the plat of Survey hereto attached as Exhibit B and made a part hereof, subject to the levee embankment along Des Plaines River reserved for levee and roadway and to existing roadways used as ingress and egress to lands lying westerly and southwesterly of the premises above described and to electric wires and poles on said premises, however in no manner limiting the right of Lessee to use any roadways, public or private on the demised premises and further granting unto Lessee the use of any roadways, public or private, presently located or subsequently constructed on the property demised by the Sanitary District of Chicago to RECLAMATION CONSTRUCTION CORPORATION, under said lease dated April 29th, 1954.

To have and to hold the above described premises for a term (subject to the option to renew specified in paragraph 2 below) commencing as of the date hereof and ending on the 31st day of December, 1998, unless said term shall be sooner ended under the provisions hereof.

2. The Lessee shall have an option to renew this lease for a term commencing on January 1, 1999 to and including April 29, 2004, upon the same terms, conditions and rental as contained herein by giving Lessor written notice of its election to do so in each instance no less than 90 days prior to the expiration of the then current term.

3. Lessee agrees to pay to Lessor in consideration of the leasing of the premises aforesaid as rent during the term of this lease the sum of \$15,000 per year payable in equal quarterly installments of \$3,750.00 on the first day of April, July, October and January commencing on this date and thereafter, it being acknowledged by the Lessor that it has received in hand rent through and including the second quarter of 1996.

4. The Lessee covenants and agrees in its use and occupancy of the demised premises in all respects to observe, keep and perform all of the covenants and agreements to be observed, kept and performed by the Lessor, as Lessee in the aforesaid indenture of lease dated April 29, 1954, between it and the Sanitary District of Chicago, in a like manner and effect as though all of the covenants and agreements of that lease were herein specifically set out in full insofar as such covenants and agreements pertain to the premises hereby demised and for such purposes of this lease the said lease between the Sanitary District of Chicago and Reclamation Construction Corporation, is made a part hereof by reference.

5. The Lessee covenants and agrees that it will not assign this lease nor sublet the premises herein demised or any portion thereof, except by written consent of the Lessor and the Metropolitan Sanitary District of Greater Chicago; provided,

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however, the Lessee shall have the right to sublease said premises or any part thereof or to assign its leasehold estate to any wholly-owned subsidiary of the Lessee or a corporation owning not less than 80% of all of the issued and outstanding capital stock of the Lessee (a "Parent" corporation) or any wholly-owned subsidiary of such parent corporation.

6. It is understood and agreed that said demised premises shall be used by the Lessee only for such uses as are permissible under Section 3.05 of the Prime Lease including, without limitation, the manufacture and distribution of fiber-reinforced concrete products hereby deemed a permissible use.

7. The Lessee shall have the right to erect such improvements upon the demised premises as are necessary or suitable in its discretion in connection with the permitted uses of the demised premises as set forth in paragraph 6 above. The Lessor acknowledges that all improvements erected on the premises demised hereby were erected by its former lessee (Crest Concrete Systems, Inc. or the successor to Crest Concrete Systems, Inc. to-wit: American Metal Clima, Inc.), has been advised by the Lessee that the Lessee has purchased all right, title and interest of the erector thereof therein, and that it (the Lessor) has no interest or equity therein except (i) its reversionary interest thereto as hereinafter expressed, and (ii) the lien as security expressed in paragraph 13 below.

8. It is understood and agreed by the parties hereto that nothing herein contained shall be construed as restricting the right of the Lessee to mortgage, pledge or otherwise encumber its leasehold estate in the demised premises, and the Lessee is hereby expressly given such right, at any time and from time to time, whether by way of trust deed or mortgage, but no such mortgage or trust deed shall in any way create any lien or encumbrance on the fee of the demised premises or the interest of the Lessor therein or the interest of the Lessor in any improvements which may be placed upon the 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 the owner of the indebtedness secured thereby shall not become personally liable upon the covenants in this lease unless and until it or its assignees shall become the absolute owners of the leasehold estate created by this lease; and the Lessee shall not erect or construct any improvements upon the demised premises without the contract or contracts therefor expressly providing that all rights to and mechanic liens therefor shall be expressly and fully waived and the Lessee shall save and hold harmless the Lessor of and from any and all mechanics' liens and other claims and demands of all kinds arising by reason of any construction work, repairs, or improvements made to or placed upon said demised premises.

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9. The Lessee agrees to obtain all permits which may be required at any time for the construction of buildings and improvements upon the demised premises and all operations conducted thereon.

10. The Lessor reserves unto itself the rights of access to said demised premises for inspection at reasonable times and hours by Lessor and its duly accredited agent upon reasonable prior notice.

11. The Lessee agrees to and does hereby expressly assume all responsibility for and agrees to save harmless the Lessor against loss or damage which the Lessor may suffer or incur or sustain or for which it may become liable by reason of the use of the above described land by the Lessee or the maintenance, use, construction, removal or repair of any building or structures thereon, and the Lessee in all such cases shall defend and save and keep harmless the Lessor from all expense, counsel or legal fees, costs, liabilities and disbursements and executions in any manner growing out of or pertaining to or connected therewith except insofar as any of the same arise through the fault of the Lessor or anyone acting by, through or on behalf of Lessor. Lessee shall carry such insurance as is required under the Prime Lease, including, without limitation, liability insurance in the sum of \$1,000,000.00 and shall name the Prime Lessor and the Lessor as additional insureds.

12. The Lessee agrees that upon the expiration of the term of its lease, or upon termination hereof under the provisions hereof, to yield up the demised premises together with all buildings or improvements, which may be constructed or placed upon said demised premises, which said buildings and improvements shall remain as part of the land.

13. 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 a valid and first lien upon all buildings and improvements to be erected, placed or put on said premises by the Lessee and upon the interest of the Lessee in this lease and the premises hereby demised.

14. It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rents herein provided for upon the date the same become due and payable, and such default shall continue for 10 days after notice thereof in writing given by the Lessor, or its agents or attorneys to the Lessee in the manner hereinafter provided or in case Lessee shall default, or fail to perform and carry out any of the other covenants and conditions herein contained and such default or failure shall continue for 30 days after notice thereof in writing given in like manner (or if said default or failure is not curable in 30 days and Lessee has failed to commence and diligently pursue the cure of said default or failure within said

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30 day period), then and in any and either of such events, it shall and may be lawful that Lessor at its election, at or after the expiration of said 10 days or 30 days, as the case may be, after the giving of such notice to declare such term ended and upon said demised premises or any part thereof, either with or without process of law, to 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 repossess 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 same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or to retain any such property, under any exemption laws now in force in the State of Illinois or in any other way, meaning and intending hereby to give the Lessor, its successors and assigns, a valid and first lien upon any and all of the goods, chattels, or other property of the Lessee 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 time said term shall be ended at such election of the Lessor, for itself and its successors or assigns, or in any other way, the Lessee, for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said premises immediately upon the termination of said term as aforesaid; and if the Lessee or the successors or assigns of the Lessee shall remain in possession of the same on the date after the termination of this lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the 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. Lessee shall be responsible for and pay all reasonable costs and attorney fees incurred by the Lessor in enforcing the terms of this Lease whether by forcible entry and detainer or otherwise.

15. It is expressly understood and agreed that nothing in this lease contained shall relieve the Lessor hereby from the performance, carrying out and observing all of the terms, conditions, restrictions and reservations in the Prime lease with said Metropolitan Sanitary District of Greater Chicago and Lessor, and all of such terms, conditions, restrictions and reservations shall at all times during the term of said lease be in full force and effect, the Lessor warranting to the Lessee, in respect of said Prime Lease, that (i) it will not take or omit to take any action in connection therewith, including performance of conditions by it therein required to be performed, which, if so taken or omitted to be taken, would adversely affect the leasehold estate hereby demised to Lessee or any of its rights or privileges thereunder, and (ii) it will not hereafter change, modify, alter or amend any

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term or provision of the Prime Lease, or consent thereto or acquiesce therein, in such manner as to adversely affect the leasehold estate demised hereby or any rights or privileges of the Lessee hereunder. In the event the Lessee under the Prime Lease shall fail to perform any of the terms and conditions under the said Prime Lease, and shall be or be alleged to be in default thereunder, and by such failure said Sanitary District threatens to cancel said lease by virtue thereof, the Lessor shall promptly give to the Lessee any notice thereof received by it and, in any event (with or without such notice) the Lessee herein may, at its election, take such action as is necessary to cure such default and to protect and preserve its rights hereunder, and any expense incurred in connection with the same may be deducted from any future payments of rent that may be due under the provisions hereof.

16. Lessee shall have the right and be permitted to use the facilities of The Chicago Sanitary and Ship Canal which adjoins the demised premises for loading and unloading operations to the same extent as granted to Reclamation Construction Corporation by the Sanitary District of Greater Chicago in said lease dated April 29, 1954.

17. Lessee covenants and agrees to pay in full all taxes, assessments and water rates which may be levied, charged or imposed upon or against the premises demised by this Lease, or on any part thereof, and upon any and all improvements placed thereon by Lessee, during the term of the lease when the same shall become due and payable and before any obligation for judgment in any court to collect the same is made and to keep all improvements thereon fully insured.

18. Lessor shall have and is hereby given all rights and powers to enforce the terms of this lease against Lessee in the same manner to the same extent and to the same effect as the Metropolitan Sanitary District of Greater Chicago is empowered to enforce the terms of said lease between it and Reclamation Construction Corporation, dated April 29th, 1954.

19. It is recognized and agreed that it is necessary to obtain a written consent of the Metropolitan Sanitary District of Greater Chicago to the sublease effected hereby and this lease shall not become effective for any purpose unless and until said Metropolitan Sanitary District of Great Chicago shall give its consent to this lease as a sublease of the lands herein described. In the event such consent is not obtained, this lease shall be void and of no further force and effect and the parties signing the same released.

20. It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee concerning anything pertaining to this lease shall be mailed

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by registered mail, return receipt requested, addressed to the Lessee at 515 North State Street, Suite 1818, Chicago, Illinois 60610. It is further understood that any notice provided for in this lease or otherwise required to be given Lessor by Lessee shall be given Lessor by mailing same by registered mail addressed to Lessor at P.O. Box 11, Lemont, Illinois, or such other address as Lessor may hereafter designate in writing.

21. This lease is subject to the possessory rights, if any, alleged by R.W. Dunteman Company under (a) the terms of that certain Sub-Sublease Agreement dated August 23, 1986 between Dorac, Inc., as sub-lessor, and R.W. Dunteman Company, as sub-lessee, or (b) otherwise, and is also subject to all matters shown of title in Chicago Title Insurance Company Commitment No. 1401007586484D1.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate all as of the day and year first written above.

ATTEST:

RECLAMATION CONSTRUCTION CORPORATION

Ernest W. L. Lusk
Secretary

By Robert J. Fuchs
President

FORTECH, L.L.C.

By Donald W. West
Donald W. West, President

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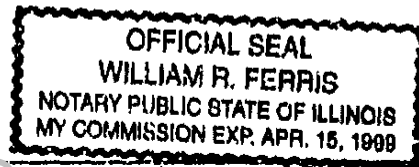
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STATE OF IL)
) SS.
COUNTY OF COOK)

I, WILLIAM R. FERRIS, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Robert J. Kuebler of RECLAMATION CONSTRUCTION CORPORATION, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, and then and there caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 18 day of September, 1955.



(SEAL)

Notary Public

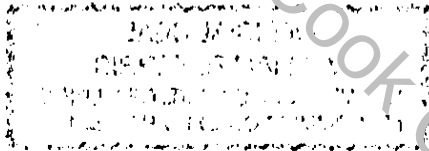
My Commission Expires:

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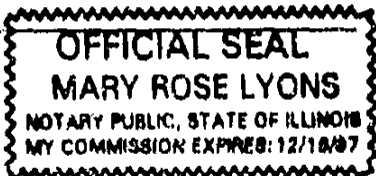
STATE OF Illinois)
COUNTY OF Cook) SS.

I, Mary Rose Lyons, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Donald W. West of FORTECH, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Company, and then and there caused the corporate seal of said Company to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 30th day of September, 1998.

Mary Rose Lyons (SEAL)
Notary Public

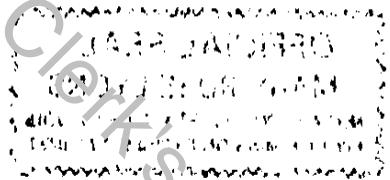
My Commission Expires:



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PARCEL 1:

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THAT PART OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPLE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF STEPHEN STREET AND THE NORTHERLY LINE OF THE CHICAGO SANITARY AND SHIP CANAL; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID CHICAGO SANITARY AND SHIP CANAL 533.0 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED LINE 893.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 300.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 400.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 500.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 1289.0 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 800.0 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPLE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF STEPHEN STREET AND THE NORTHERLY LINE OF THE CHICAGO SANITARY AND SHIP CANAL, THENCE NORTHERLY ALONG SAID WEST LINE OF STEPHEN STREET 500.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTHERLY ALONG SAID WEST LINE 320.83 FEET TO THE SOUTHERLY LINE OF RIVER LOT G1 IN SANITARY DISTRICT TRUSTEE'S SUBDIVISION OF THE RIGHT OF WAY THROUGH SECTION 20, TOWNSHIP 37 NORTH RANGE 11 RECORDED MARCH 31, 1908 AS DOCUMENT 4180218, THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF LOT G1 500.0 FEET, THENCE SOUTHERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE 320.83 FEET TO A POINT 500.0 FEET WESTERLY OF THE WEST LINE OF STEPHEN STREET, THENCE EASTERLY AT RIGHT ANGLES TO LAST DESCRIBED LINE 500.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

DEPT-01 RECORDING	\$237.00
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#4701 # CG #--96-857282	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$234.00

PIN A 22-20-100-020-0000

22-20-100-024-0000

22-20-100-025-0000

*Located between the Des Plaines River
Drainage Channel and the Chicago
Sanitary and Ship Canal.*

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EXHIBIT A

PRIME LEASE AND AMENDMENTS

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(1.02). TO HAVE AND TO HOLD the above described premises (hereinafter for convenience termed the "said demised premises") for a term of FIFTY (50) years, beginning with the 1st day of MAY, A.D. 1954, and ending on the 30th day of April, A.D. 192004, unless said term shall be sooner ended under the provisions hereof.

(1.03). It is expressly covenanted by and between the parties hereto that the Lessor executes and delivers this lease without representations or warranties whatsoever of its authority so to do (the Lessee having examined the title of the Lessor to the demised premises and being satisfied with such title at the date of delivery of this lease and with the power and authority of the Lessor to execute and deliver this lease). The Lessor however agrees to use all reasonable efforts in good faith to protect the Lessee in the quiet possession and peaceable enjoyment of the said demised premises, but in case, by reason of paramount title, possession of said premises or any part thereof is interfered with or taken by some third person or corporation without the procurement of the Lessor, then and in that event the rent to be paid hereunder by the Lessee shall forthwith abate as to such part of said premises, possession of which shall be interfered with, and the Lessor shall in no way be liable for any damages to the Lessee; it being understood that the Lessor does not covenant with the Lessee for the quiet and peaceable enjoyment and possession of said premises, except as against the Lessor itself and against all persons claiming by, through, or under it.

ARTICLE TWO.

PAYMENT OF RENTALS

(2.01). The Lessee agrees in consideration of the leasing of the premises aforesaid to pay to said Lessor as rent for the said demised premises during the first fifteen (15) years of the term aforesaid, that is to say, from May 1, 1954 to April 30, 1959, the

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sum of TWELVE THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$12,960.00) payable in semi-annual installments of FOUR HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$432.00) each in advance on the first day of May and the first day of November of each year of said fifteen (15) year period; for the succeeding fifteen (15) years of said term, that is to say, from May 1, 1969 to April 30, 1984, the sum of FIFTEEN THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$15,135.00) payable in semi-annual installments of FIVE HUNDRED AND FOUR AND 50/100 DOLLARS (\$504.50) each in advance on the first day of May and the first day of November of each year of said succeeding fifteen (15) year period; and for the remaining twenty (20) years of said term, that is to say, from May 1, 1984 to April 30, 2004, the sum of TWENTY-THREE THOUSAND AND SIXTY AND NO/100 DOLLARS (\$23,060.00) payable in semi-annual installments of FIVE HUNDRED SEVENTY-SIX AND 50/100 DOLLARS (\$576.50) each in advance on the first day of May and the first day of November of each year of said remaining twenty (20) year period.

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Subject to the following terms, provisions, conditions and reservations:

ARTICLE THREE.

GENERAL PROVISIONS.

(3.01). (INTEREST ON RENT NOT PAID, WHEN DUE). The Lessee agrees 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 seven (7) per cent per annum 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 business day.

(3.02). (FAILURE OF LESSOR TO INSIST ON PROVISIONS, NO WAIVER). The Lessee covenants and agrees 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 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 covenants and agrees 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

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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 covenants and agrees that if it violates any of the obligations under this lease no waiver by the Lessor of its right to take advantage of the violation shall estop it to insist upon its strict rights in case of and as to any subsequent violation by the Lessee or the same or any other obligation; and the Lessee covenants and agrees 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 installment or installments of rent, shall be construed to be a waiver on the part of the Lessor of the right to demand the payment of any other unpaid installment or installments of rent in lawful money of the United States of America.

(3.03). (LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES).

The Lessee covenants and agrees to pay in full all taxes, assessments, and water rates that may be levied, charged, or imposed upon or against the said demised premises, or on any part thereof, or upon any improvements placed thereon by the Lessee during the term of said lease, before any application for judgment in any court to collect the same is made.

(3.04). (LESSOR'S RIGHT TO PAY TAXES, ASSESSMENTS AND WATER RATES AND CHARGE SAME AS ADDITIONAL RENTAL). The Lessee agrees

that the Lessor shall at all times during the term of this lease, at its option, have the right, without obligation to inquire into the validity thereof, to pay any taxes, assessments, water rates or charges upon said demised premises remaining unpaid after any application for judgment in any court to collect the same is made, and to pay, cancel and clear off any sales, liens, charges and claims upon or against said demised premises; and to redeem the said demised premises from the

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same or any part thereof; and the amount so paid or advanced by the Lessor shall be so much additional rent due from the Lessee at the next rent day after any such payment, and all such sums so paid and advanced by the Lessor, together with over-due rent, if any, shall bear interest at the rate of seven (7) per cent per annum from the date of such advance or the date such rent became due, as the case may be, until paid by the Lessee; but it is expressly understood and agreed that no obligation shall rest upon the Lessor to make any such advances or payments as are herein provided for; provided, however, that nothing herein contained shall require the Lessee to pay any such taxes, assessments, water rates, or other charges so long as the Lessee shall in good faith by appropriate legal proceedings contest the validity thereof, and pending any such contest the Lessor shall not have the right to pay the same or to declare a forfeiture of this lease for failure of the Lessee to pay the same.

(3.05). (USE OF PREMISES). It is understood that the said demised premises is to be used by said Lessee for ~~Storage of Construction~~ Equipment, Building Materials, Petroleum Products, etc. and such other purposes as shall be incident thereto, and for manufacturing and commercial purposes, and such other purposes as shall be incident thereto,

and for no other purposes whatsoever, and said 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 the sale or giving

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oray of intoxicating liquors, or for gambling in any form, or for the conducting thereon of any business which shall be unlawful; and the Lessee further agrees 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 agrees to keep said demised premises in a clean and sanitary condition, in accordance with the laws, ordinances and regulations of the Village of Lemont County of Cook

the State of Illinois, the United States of America, and of The Sanitary District of Chicago.

(3.06). (LESSEE TO YIELD UP PREMISES, ETC., UPON EXPIRATION OF LEASE). The Lessee agrees 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 except Storage Tanks and appurtenances thereto,

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.

(3.07). (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

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a valid and first 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 the premises hereby leased.

(3.08). (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 Lessee from its obligation to pay the rent as herein provided for the entire period of this lease.

(3.09). (RIGHT OF LESSOR TO RE-ENTRY AND POSSESSION OF PREMISES UPON DEFAULT, ETC.). It is understood and agreed by and between the parties hereto that if the Lessee 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 sixty (60) days after notice thereof in writing given by the Lessor or its agent or attorneys to the Lessee in the manner hereinafter provided or in case the Lessee 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 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 sixty (60) 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, to 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

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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 same shall be exempt from execution and distress by law or not; and the Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has 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 and first lien upon any and all the goods, chattels or other property of the Lessee, located on said demised premises as security for the payment of said rent in manner aforesaid, anything heretofore contained to the contrary notwithstanding. And if at the time said term shall be ended at such election of the Lessor, its successors or assigns, or in any other way, the Lessee, for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up said premises and property peaceably to the Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if the Lessee 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, it 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.

(3.10). (VARIOUS RIGHTS, CUMULATIVE, ETC.). The Lessee agrees 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 the rent that may be due under the terms of this lease by any proceedings under the same, or the right to collect any additional rent, monies or

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

(3.11). (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 Lessee to mortgage its leasehold interest in said demised premises, and the Lessee is hereby expressly given the right, at any time and from time to time, to mortgage its leasehold interest in said demised premises, except the last day of said term, 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 it or its assignees shall become the absolute owners of the leasehold estate created by this lease.

ARTICLE FOUR.

INDEMNIFICATION

(4.01). The Lessee agrees to and does hereby expressly assume all responsibility for and agrees to save and keep harmless the Lessor against any loss, damage, cost or expense which the Lessor 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, its officers, agents, employees or contractors, or by the negligence of any contractor employed by it, 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 or pertaining to or connected therewith.

(4.02). The Lessee agreed to save and keep harmless the said 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 or placed upon or to said demised premises.

ARTICLE FIVE.

ENGINEERING RESERVATIONS AND REQUIREMENTS.

(5.01). It is understood and agreed by the parties hereto that if any portions of said demised premises are required for the widening of the Main Channel of the Lessor, not to exceed the southerly one hundred (100) feet of said demised premises, such use thereof shall not effect the rental payments to be made by the Lessee to the Lessor as stipulated under this lease, and the Lessee shall not be entitled to any compensation or damages for any additional expense it may sustain or incur or for any losses suffered

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due to interference with its operations or business because of or in connection with any such use of portions of said demised premises.

(5.02) It is understood and agreed that the Lessee insofar as the Lessor has power to grant, may use the present stone or any future side of the Main Channel of the Lessor along said demised premises for the purpose of loading and unloading products, materials, and equipment used in the Lessee's business, upon and from floating equipment in the Main Channel of the Lessor, provided such loading and unloading operations of the Lessee or its agents are so conducted, in the opinion of the Chief Engineer of the Lessor, as to prevent any injury or damage to the channel side, and provided that said Lessee shall not moor to said channel side any floating equipment not engaged in loading and unloading operations.

The Lessee agrees, at its own cost and expense, to maintain the side of the Main Channel on said demised premises to the satisfaction of the Chief Engineer of the Lessor. The Lessee further agrees that, upon order from said Chief Engineer, it will, at its own cost and expense, restore or repair any damage to said channel side resulting in any way from its use by the Lessee, any common carrier, or others in connection with the business of the Lessee on said demised premises. In the event that the Lessee fails or neglects to perform such maintenance work or such restoration or repair of said channel side as designated by and to the satisfaction of said Chief Engineer, then the Lessor may, at its own option, perform such work and the cost thereof as determined and fixed by the Chief Engineer of the Lessor shall be final and binding upon the Lessee and shall be borne by it and shall be considered as so much additional rent due from the Lessee on the next rent day after rendition of bills therefor from the Lessor to the Lessee.

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(5.03) The Lessee agrees that it will, at its own cost and expense, under the direction of the Chief Engineer of the Lessor, remove any and all material or floating equipment which may be deposited in the cross section of the Main Channel or other waterways of the Lessor caused by the operations of the Lessee, or remove any material which may be deposited in the cross section of the Main Channel of the Lessor in front of said demised premises caused by or resulting from anything done by the Lessee or its agents, in the opinion of the Chief Engineer, in connection with its loading and unloading operations and construction and improvement activities, or leading to the failure of the channel side and subsequent sliding of any top soil and materials and equipment located thereon, and upon its failure to do so within a reasonable time after demand by the Lessor, the Lessor may cause the same to be done and charge the cost and expense thereof to the Lessee in like manner as hereinbefore provided for any other expense occasioned to the Lessor under the terms hereof.

(5.04) As part of the work of constructing the Lessor's Main Channel, the course of the Des Plaines River was changed to its present location northwesterly of said demised premises and an earth and rock fill levee embankment was constructed to serve as the northwesterly bank of the river in times of high water and to prevent any river flow from reaching said Main Channel. This levee embankment extends northwesterly from Zocco Road beyond Stephen Street in Lemont and the top of this levee embankment affords the only present means of access for vehicular traffic between said highways and the lands of the Lessor between said river and channel.

The Lessor therefore reserves to itself, its lessees, purchasers and grantees at all times, the right to use the northwesterly

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two hundred (100) feet of said devised premises as shown and marked "Reserved for Levee and Roadway" on said Exhibit "A" for the purpose of maintaining, repairing, enlarging and reconstructing said levee embankment and for the disposal of excavation from any future maintenance, dredging or enlargement of the channel of the Des Moines River and for roadway purposes, including the right to construct, reconstruct, maintain and operate a road, pipe lines, water and gas mains, sewers, conduits, communication and electrical transmission lines both overhead or underground, and other structures and utilities of a similar character.

The Lessor also grants unto the Lessee and its permittees the right to use, construct, reconstruct, surface, resurface, maintain and repair a roadway on top of and along the existing or any future levee embankment extending from the west line of said devised premises to Remco Road for the purpose of access to and ingress from said devised premises. Said use shall be in common with the Lessor, its lessees, permittees and grantees. Any such roadway construction shall be done in accordance with plans therefor submitted to and approved by the Chief Engineer of the Lessor before the commencement of any such work.

(5.05) It is expressly understood and agreed by the Lessee that no buildings or structures shall be created, excavations made, or work of any character done on said devised premises which may in any way endanger, injure, or interfere with said levee embankment or which may interfere with the maintenance, repair, enlargement, and reconstruction thereof, and the Lessee agrees to pay to the Lessor the cost of repairing any damage to said levee embankment and any additional maintenance and reconstruction costs incurred by the Lessor which may be occasioned by or result from any operations of

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the Lessee upon said demised premises. The question of the liability for and the amounts of such extra and additional costs shall be determined by the Chief Engineer of the Lessor and as so determined shall be final and binding upon the Lessee and shall be considered as so much additional rent due from the Lessee on the next rent day after the rendition of bills therefor from the Lessor to the Lessee.

(5.06) The Lessor reserves to itself, its lessees, permittees and grantees, at any time during the period of this lease, upon thirty (30) days' written notice given by the Lessor to the Lessee, the right to construct, reconstruct, maintain, and operate intercepting sewers, drains, outlets, roads, pipe lines, pole lines for electrical transmission, appurtenances thereto, and such other structures as may be needed for the corporate purposes of the Lessor, its lessees, permittees and grantees, upon, under and across said demised premises; provided, that 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, consistent with efficient and economical design, with such buildings, tanks, or other structures as the Lessee may then have in the said demised premises.

(5.07) The Lessee agrees that it will not interfere with any existing drains, ditches, pipes and utilities on said demised premises, and the Lessor reserves the right, to be exercised by itself or any others who have obtained permission and authority from the Lessor so to do, (a) to maintain, operate, repair, reconstruct, and relocate any and all existing drains, ditches, pipes and utilities upon, over, or under the surface of said demised premises, and (b) from time to time, during the period of this lease, to construct, maintain, operate, repair, reconstruct, and relocate additional drains,

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ditches, pipes and utilities with appurtenances thereto, upon, over and under said demised premises as will not unreasonably interfere with the use of said demised premises by the Lessee.

It is further expressly understood and agreed to by the Lessee that this lease is subject to the easements upon and across said demised premises in the approximate locations indicated on said "Exhibit A", granted by the Lessor to: (1), the Village of Levent on January 23, 1941, for the construction, maintenance and operation of an underground aqueduct, (2), The Atchison, Topeka and Santa Fe Railway Company on November 29, 1942 for the installation, maintenance and operation of machinery for opening and closing its bridge across said Main Channel, and (3), the Public Service Company of Northern Illinois (now Commonwealth Edison Company) on October 7, 1936 and June 5, 1941 for the installation, maintenance and operation of aerial electric transmission lines; and the rights of the Lessee in said demised premises shall be subject to the terms and conditions of such agreements.

The Lessee further agrees to pay the Lessor any additional costs which it may incur in the maintenance, reconstruction, repair, and operation of such drains, ditches, pipes and utilities which may result in any way from the use of said demised premises or from any work done, or any buildings, structures, or any other improvements placed thereon. Any such additional costs shall be determined by the Chief Engineer of the Lessor and such additional costs as so determined shall be final and binding upon the Lessee, and shall be considered as so much additional rent due from the Lessee on the next rent day after rendition of bills therefor from the Lessor to the Lessee.

(5.00) It is expressly understood that the Lessor shall

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not be liable to the Lessee for any loss, cost, or expense which the Lessee shall sustain by reason of any damage to its property or business caused by or growing out of the inundation of parts of said demised premises by water from the Des Plaines River due to any present or any future inadequacy of said levee embankment, or because of further deterioration or failure thereof at any locations, or caused by or growing out of the construction, reconstruction, maintenance, operation, existence, or failure of any of the sewers, structures, or equipment of the Lessor located at any time on said demised premises, or on the land of the Lessor adjacent thereto, or arising in any manner out of the reconstruction, maintenance, operation, or existence of said Main Channel and Des Plaines River.

(5.09) It is further understood and agreed that the Lessee shall have the right to remove stone spoil banks from the original excavation of the Main Channel presently covering some portions of said demised premises down to the original ground surfaces, but in no case below elevation plus five (+5) Chicago City Datum. The Lessee also shall have the right to fill and grade low areas of said demised premises with materials from such spoil banks but no filling or disposal operations will be permitted on said demised premises with materials obtained from sources outside of said demised premises.

Any removal of spoil banks and filling operations shall be done in accordance with plans submitted by the Lessee, showing the lines and grades to apply in each case, which have been approved in writing by the Chief Engineer of the Lessor before the beginning of any work and all such work shall be conducted in a manner acceptable to said Chief Engineer. No material shall be deposited or allowed to fall upon the portion of said demised premises lying between

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the spill banks and the edge of the Main Channel.

(5.10) It is further understood and agreed by the parties hereto that the Lessee shall not use the Main Channel of the Lessor or the Des Plaines River as an outlet for domestic sewage and industrial wastes originating on said demised premises without first providing such treatment thereof as said Chief Engineer may require to prevent the discharge of any solids, acids, fats, oils, gasoline, or other materials in suspension or solution, which he may deem injurious to fish, aquatic or animal life, or requiring water to effect their purification, or which will interfere with navigation, all to be done by the Lessee at its own cost and expense. The machinery, works, or apparatus necessary to accomplish the treatment of such domestic sewage and industrial wastes before their discharge into said Main Channel or Des Plaines River shall be of a type approved by said Chief Engineer, and shall be constructed and placed in operation by the Lessee from time to time during the period of this lease, as may be directed by said Chief Engineer, and shall be operated at all times in a manner acceptable to said Chief Engineer.

The Lessee further agrees to abide by any and all general rules and regulations pertaining to the discharge or treatment of sewage or industrial wastes which may at any time be made by the Lessor.

The Lessee also agrees to collect separately all roof water, surface run-off from grades and roadways and drainage water and to discharge the same directly into said Main Channel free from any sewage or industrial wastes, all to be done in a manner acceptable to said Chief Engineer.

(5.11) It is agreed by and between the parties hereto that the Lessee shall submit the general plans for the sewerage and

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damage of the said demised premises, any roadways or railroad tracks, water supply, telephone and electric service, if any, and of all buildings, storage tanks, levees, dikes, or any other construction to be erected thereon to the Chief Engineer of the Lessor for his approval, and that only work performed in accordance with plans so approved shall be permitted on the demised premises.

(5.12) The Lessor reserves to itself the right of access to said demised 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.

(5.13) The Lessee agrees to obtain all permits which may be required for the construction of any buildings, storage tanks, or other improvements which it may desire to place upon the said demised premises, and for any operations to be conducted thereon from any governmental agencies having jurisdiction thereover.

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ARTICLE SIX.

PROVISIONS FOR BUILDING AND IMPROVEMENT REQUIREMENTS AND INSURANCE THEREOF.

(6.01). The Lessee agrees within Five (5) years from the date hereof to improve the said demised premises by the erection of a Warehouse and Office Building

hereinafter for convenience called "buildings and other improvements", free of all mechanics' liens, claims, charges or unpaid bills capable of being made liens, at a cost of not less than TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 25,000.00).

(6.02). In consideration of the leasing of said demised premises to the Lessee, it is understood and agreed by and between the parties hereto that upon the termination of this lease by forfeiture, 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 shall become and be the absolute property of the Lessor and no compensation therefor shall be allowed or paid to the Lessee.

(6.03). The Lessee agrees to keep the said buildings and other improvements erected, constructed or placed on said demised premises fully insured against loss by fire and windstorm for their full insurable value at its own expense at all times during the term of this lease in an insurance company or companies approved by the Lessor.

All ~~of~~ such insurance against such loss by fire and windstorm so insured shall be payable to the Lessor, as additional security for the payment of rent and the performance by the Lessee of the covenants herein; said policy or policies ~~shall be assigned to the Lessor~~ to be

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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 money 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 architect's certificates after the Lessee has 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 fire or windstorm, or both.

(6.04). In case the Lessee 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 to the Lessor with the rents next thereafter falling due under this lease, together with interest thereon at the rate of seven (7) per cent per annum from the respective dates of any such payments.

(6.05). 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, 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 re-

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ered shall be paid to the Lessor to be applied as herein provided.

(6.06). It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and other 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 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, including attorney's fees, shall be paid in whole or in part by the Lessor to the contractor or contractors (employed by the Lessee) upon the delivery to the Chief Engineer of the Lessor of certificates of the architects of the Lessee properly endorsed by the Lessee and accompanied by waiver 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.

(6.07). 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 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

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contractors employed by the Lessee 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 properly endorsed by the Lessee 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 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.

(8.08). 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 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 Lessee in any of its 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.

(8.09). It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by the Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with the Lessor shall belong to the Lessee and in that event the Lessor shall pay to the Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 8.03 to 8.07, 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.

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(6.10). It is expressly understood and agreed that the rent reserved by this lease shall not abate on account of or by reason of any damage by fire or windstorm or the destruction in whole or in part of any buildings and other improvements at any time on said demised premises or for any other cause or reason whatsoever, except as herein otherwise expressly provided.

ARTICLE SEVEN.

ASSIGNMENT OR SUB-LETTING.

(7.01). It is agreed by and between the parties hereto that the Lessee, upon the consent in writing of the Lessor, shall have the right to sub-let said premises herein leased or any part thereof, or to assign this lease, provided, however, that such tenants, sub-tenants or assignees of the Lessee or its assigns shall be strictly bound by all of the terms and conditions in this lease set forth and expressed in the same manner and to the same extent as the Lessee herein is bound and obligated; provided further, however, that no such sub-letting or assignment shall operate to release or discharge the Lessee from any of its obligations hereunder without the express consent thereto in writing of the Lessor.

ARTICLE EIGHT.

NOTICES AND RIGHT TO TERMINATE.

(8.01). It is understood and agreed by and between the parties hereto that all notices herein provided for from the Lessor to the Lessee concerning anything pertaining to this lease shall be mailed in a registered envelope addressed to the Lessee at 105 South LaSalle Street, Chicago, Illinois,

or at any other address that it may hereafter in writing designate, and that such notice may be upon the option of the Lessor be 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

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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.

(8.02). 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 lease 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 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 Lessee, for itself and its assigns, hereby waives its right to any notice from the Lessor of its election to declare this lease at an end and 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.

(8.03). (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 arising from a default by or failure of it to carry out and perform any of the covenants herein contained, the Lessor shall not be obligated to refund to the Lessee any sums of money paid by the Lessee 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 of its obligation to pay to the Lessor the balance of the rentals then due the Lessor for the entire term of this lease.

(8.04). (TO PAY ALL COSTS OF ENFORCEMENT). The Lessee agrees 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.

(8.05). The parties hereto agree that all of the expressions, phrases, terms, conditions, provisions, stipulations, admissions,

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premises, 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, 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.

IN WITNESS WHEREOF, THE SANITARY DISTRICT OF CHICAGO has caused this instrument to be executed in duplicate by the Chairman of the Committee on Finance of its Board of Trustees and attested by its Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in duplicate by its President and attested by its Secretary, and its corporate seal to be hereunto affixed; all the day and year first above written.

THE SANITARY DISTRICT OF CHICAGO

By *D. H. H. H.*
Chairman, Committee on Finance
of its Board of Trustees.

Attest:

Harry L. ...
Clerk.

RECLAMATION CONSTRUCTION CORPORATION,

By *Thomas C. ...*
President

Attest:

Fred E. ...
Secretary

Attest:

Fred E. ...
Secretary

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Approved as to Description and Engineering:

E. V. Gatten
Departmental Engineer.

R. Bears
Sanitary Engineer.

John P. Conway
Mechanical Engineer.

Approved: E. V. Gatten
Real Estate Manager.

Approved as to Form and Locality:

Joseph R. Reilly
Senior Assistant Attorney.

James W. Reilly
Attorney.

Approved: Wm. A. Dwyer
General Superintendent.

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10/15/2011
10:15:11 AM
10/15/2011

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, John L. Logan, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY that
ANTHONY J. OLDS,

personally known to me to be
the Chairman of the Committee on Finance of the Board of Trustees of The
Sanitary District of Chicago, a municipal corporation, and _____

HARRY D. BATH, 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 de-
livered the said instrument as Chairman of the Committee on Finance of
the Board of Trustees 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 Trustees of said municipal
corporation, as their free and voluntary act and as the free and volun-
tary act and deed of said municipal corporation, for the uses and pur-
poses therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of
April, A. D. 1956.

John L. Logan
NOTARY PUBLIC

My Commission expires:
February, A. D. 1957

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STATE OF ILLINOIS }
COUNTY OF COCKERILL } SS

I, Frank J. Wynn, a Notary
Public in and for the said County, in the State aforesaid,
DO HEREBY CERTIFY, that James C. Gannon, per-
sonally known to me to be the President of RECLAMATION
CONSTRUCTION CORPORATION, an Illinois Corporation, and
Paul J. Gannon, personally known to me to
be the Secretary of the said RECLAMATION CONSTRUCTION
CORPORATION, and personally known to me to be the same
persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and
acknowledged that they signed, executed and delivered the
said instrument as their free and voluntary act, and as
the free and voluntary act of said RECLAMATION CONSTRUCTION
CORPORATION for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this
10th day of March, A. D. 1954.

Frank J. Wynn
NOTARY PUBLIC

My Commission expires:
_____ 1959
By Illinois State Statute 11, 1951

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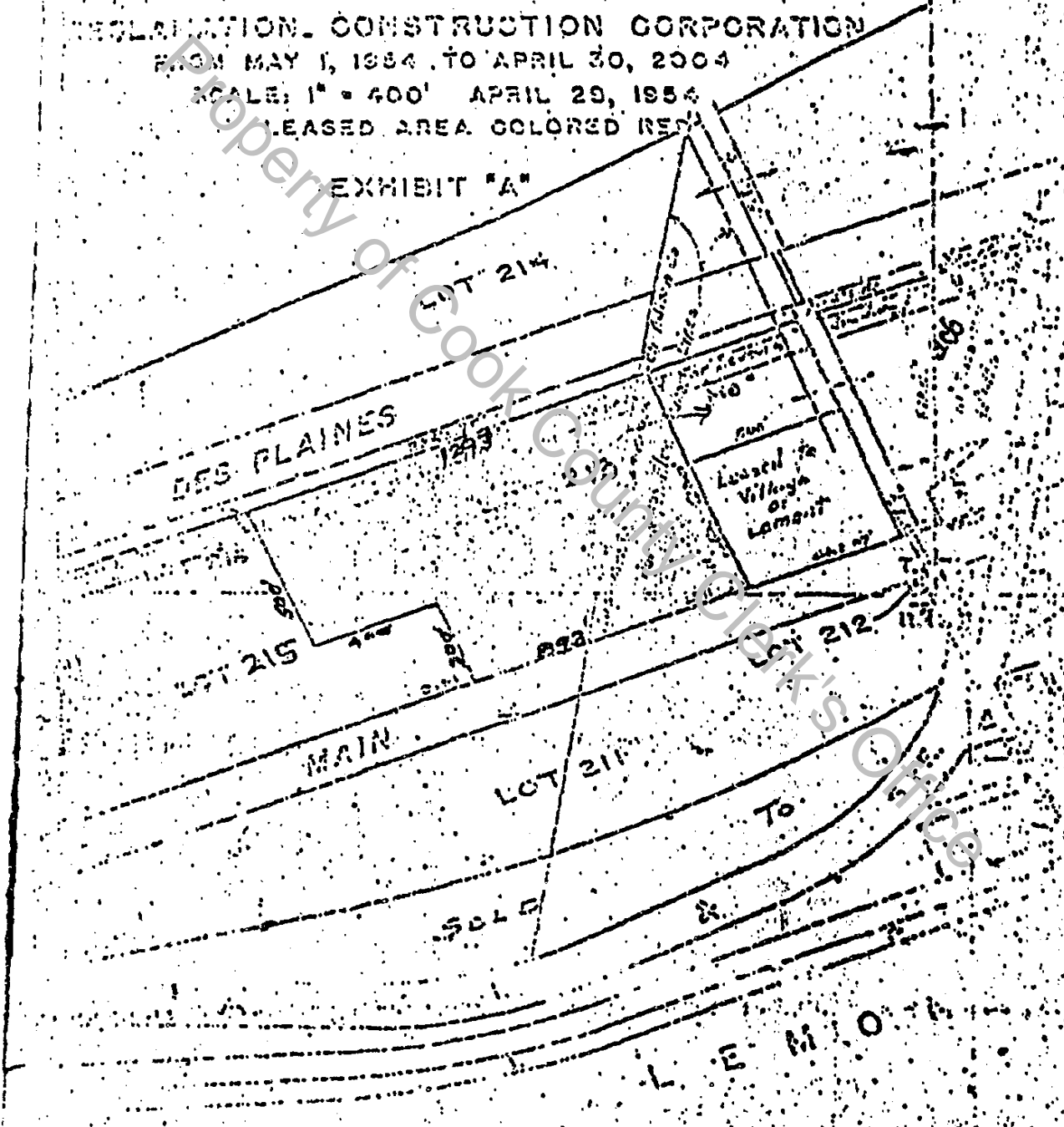
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THE SANITARY DISTRICT OF CHICAGO
OF PORTION OF SANITARY DISTRICT TRUSTEE'S
DIVISION OF R. O. W. IN LEMONT TOWNSHIP
SHOWING PART OF LOTS 208 & 213 AND LOT 215 LEASED TO
RECLAMATION CONSTRUCTION CORPORATION
FROM MAY 1, 1984 TO APRIL 30, 2004
SCALE: 1" = 400' APRIL 29, 1954
LEASED AREA COLORED RED

EXHIBIT "A"



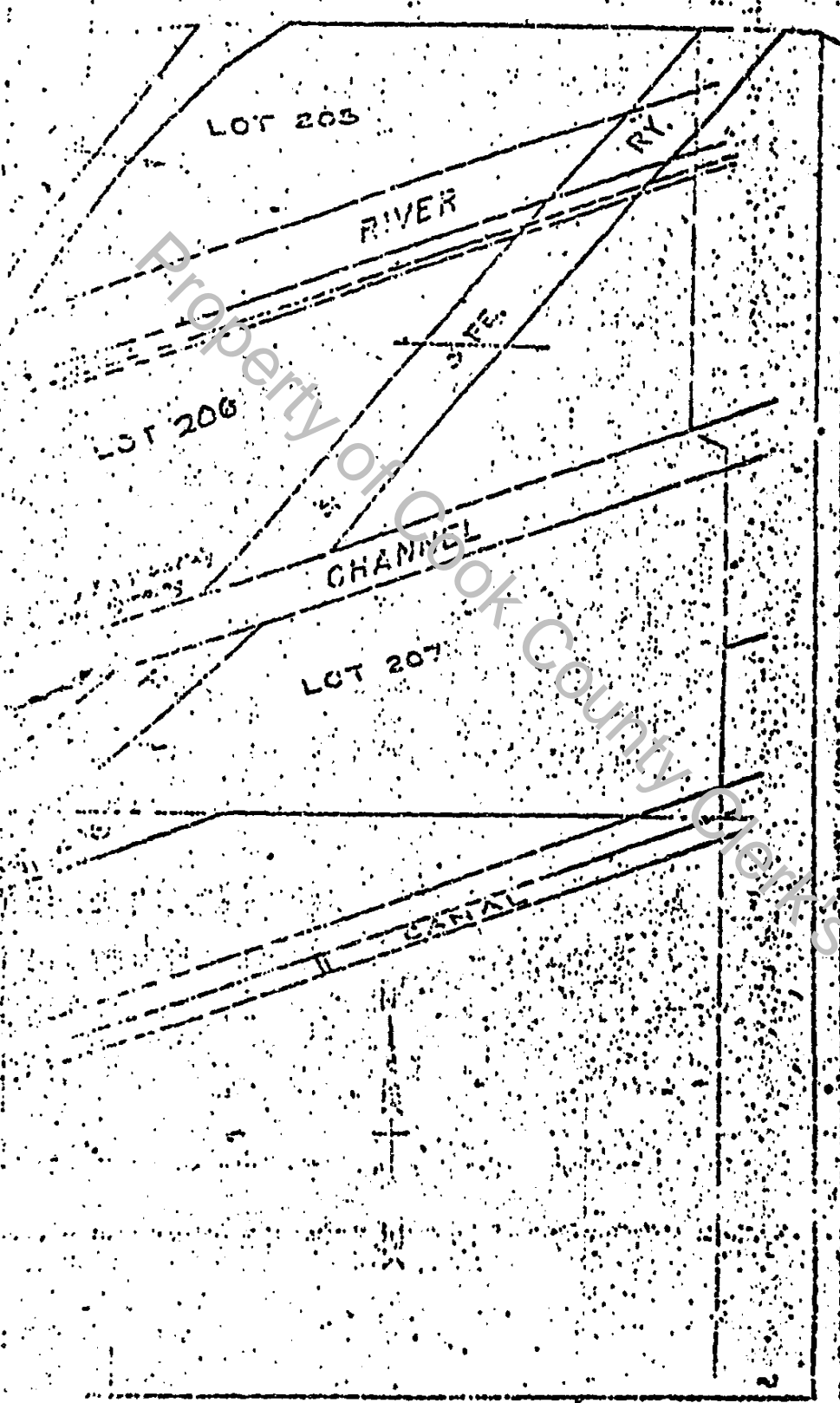
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2025-01-14 10:00 AM

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A. C. ...

555 N. SCOTT STREET, JOLIET, ILLINOIS.

OF

that part of Section 30 in Township 37 North, Range 11 East of the 3rd P.M., in Cook County, Illinois, described as follows: Beginning at a point in the northerly line of the Calceon Cemetery and Ship Canal that is 1667.0 feet (measured along the said northerly line of the said Canal) Southwesterly from the center line of Stephen Street as located and traveled in the Village of Luccas, Illinois, thence continue Southwesterly along the said northerly line of the said Canal, 220.0 feet to a change northerly at a right angle to the said northerly line of the said Canal, 220.0 feet to a point, thence Northwesterly along a line parallel with the said northerly line of the said Canal 165.0 feet to a point, thence Southwesterly along a direct line 220.0 feet to the point of beginning, containing 0.57] acre, more or less.



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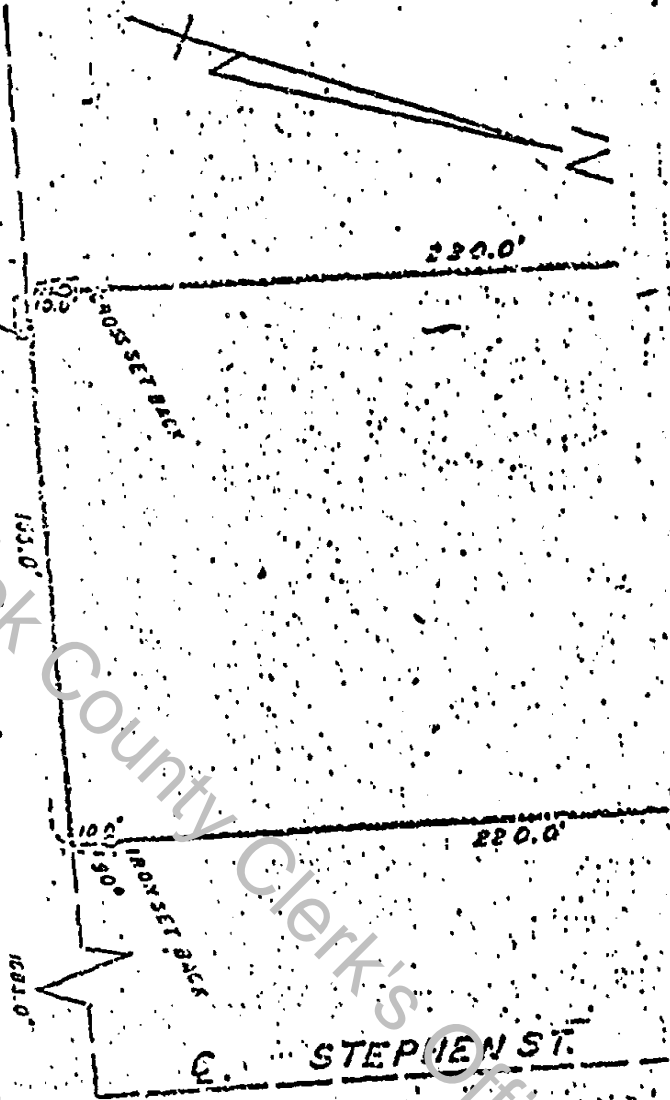
SECRET

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SURVEY COMPILED TO REPORT, 1958
FOR: SEWAGE TREATMENT PLANTING COMPANY
LEICESTER, ILLINOIS
BY: W.S. EQUINOX

CHICAGO SANITARY DISTRICT CANAL
FACE OF NORTHWESTLY WALL

SCALE 1"=40'



DATED 19 FEBRUARY 1958
E. C. [unclear]
ILLINOIS LAND SURVEY NO. 195

SURVEY COMPILED BY

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THE "LANDS"

That part of Section 20, Township 37 North, Range 11 East of the 3rd P.M., described as follows: Beginning at the intersection of the center line of Stephan Street and the Northerly line of the Chicago Sanitary and Ship Canal; thence Westerly along the Northerly line of said Chicago Sanitary and Ship Canal 533.0 feet for the place of beginning; thence continuing Westerly along the last described line 893.0 feet; thence Northerly at right angles to the last described line 300.0 feet; thence Westerly at right angles to the last described line 400.0 feet; thence Northerly at right angles to the last described line 500.0 feet; thence Easterly at right angles to the last described line 1293.0 feet; thence Southerly at right angles to the last described line 200 feet to the place of beginning; all in Cook County, Illinois.

Containing 20.9 acres more or less.

All as shown on the Plan of Survey hereto attached and made a part hereof (Marked Exhibit A), subject to levee embankment along Des Plaines River reserved for levee and roadway and to existing roadways used as ingress and egress to lands lying westerly and southwesterly of the premises above described and to electric wires and poles on said premises, however in no manner limiting the right of Lessee to use any roadways, public or private on the demised premises and further granting unto Lessee the use of any roadways, public or private, presently located or subsequently constructed on the property demised by the Sanitary District of Chicago to RECLAMATION CONSTRUCTION CORPORATION, under said lease dated April 29th, 1954.

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S U B L E A S E

THIS INDENTURE OF SUBLEASE is made as of this first day of January, 1969, by and between RECLAMATION CONSTRUCTION CORPORATION, an Illinois corporation (the "Lessor"), and INTERNATIONAL RAMCO, INC., an Illinois corporation (the "Lessee").

WHEREAS, THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, (then, The Sanitary District of Chicago), as Lessor, and RECLAMATION CONSTRUCTION CORPORATION (the Lessor herein) as Lessee, heretofore entered into a certain Indenture of Lease made April 29, 1954, demising and leasing certain lands in Cook County, Illinois (sometimes hereinafter referred to as the "Prime Lease", a copy of which as in force and effect on the date hereof being attached as Exhibit "A"), of which lands demised under the Prime Lease the premises hereinafter described and demised hereby are a part; and

WHEREAS, the Lessor has at or prior to the date hereof cancelled an existing lease for the premises demised hereby with AMERICAN METAL CLINAK, INC., a corporation, successor to the leasehold interest and estate of CHEST CONCRETE SYSTEMS, INC. and

WHEREAS, Lessor desires to lease the premises demised hereby to the Lessee and Lessee desires to accept such demise all upon the terms and conditions hereinafter provided.

NOW, THEREFORE, Lessor and Lessee covenant and agree as follows:

1. Lessor, for and in consideration of the rents hereinafter reserved and agreed to be paid, and of the terms, covenants and agreements hereinafter contained, does hereby demise and lease unto the Lessee all of the following described premises situated in the County of Cook, and State of Illinois, to-wit:

That part of Section 20, Township 37 North, Range 11 East of the 3rd P.M., described as follows: Beginning at the intersection of the center line of Stephen Street and the Northerly line of the Chicago Sanitary and Ship Canal; thence Westerly along the Northerly line of said Chicago Sanitary and Ship Canal 539.0 feet for the place of beginning; thence continuing Westerly along the last described line 893.0 feet; thence Northerly at right angles to the last described line 300.0 feet; thence Westerly at right angles to the last described line 400.0 feet; thence Northerly at right angles to the last described line 500.0 feet; thence Easterly at right angles to the last described line 1289.0 feet; thence Southerly at right angles to the last described line 300 feet

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2015/05/05 10:00 AM

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to the place of beginning; all in Cook County, Illinois.

Containing 20.9 acres more or less.

All as shown on the Plat of Survey hereto attached and made a part hereof, subject to levee embankment along Des Plaines River reserved for levee and roadway and to existing roadways used as ingress and egress to lands lying westerly and southwesterly of the premises above described and to electric wires and poles on said premises, however in no manner limiting the right of Lessee to use any roadways, public or private on the demised premises and further granting unto Lessee the use of any roadways, public or private, presently located or subsequently constructed on the property demised by the Sanitary District of Chicago to RECLAMATION CONSTRUCTION CORPORATION, under said lease dated April 29th, 1954.

To have and to hold the above described premises for a term (subject to the successive options to renew specified in paragraph 2 below) commencing on the first day of January, 1969, and ending on the 31st day of December, 1970, unless said term shall sooner end under the provisions hereof.

2. The Lessee shall have options to renew this lease for two successive 10 year terms and a third term expiring April 29, 2004, i.e., an option to renew the term hereof for a period (i) January 1, 1977 to and including December 31, 1987, and (ii) January 1, 1988 to and including December 31, 1998, and (iii) January 1, 1999 to and including April 29, 2004, in each instance upon the same terms, conditions and rental as contained herein by giving Lessor written notice of its election to do so in each instance not less than 90 days prior to the expiration of the then current term.

3. Lessee agrees to pay to Lessor in consideration of the leasing of the premises aforesaid as rec'd during the term of this lease the sum of \$15,000 per year payable in equal monthly installments of \$1250.00 on the first day of each month commencing this date and thereafter.

4. The Lessee covenants and agrees in its use and occupancy of the demised premises in all respects to observe, keep and perform all of the covenants and agreements to be observed, kept and performed by the Lessor, as Lessee in the aforesaid indenture of lease dated the 29th day of April, 1954, between it and The Sanitary District of Chicago, in like manner and effect as though all of the covenants and agreements of that lease were herein specifically set out in full insofar as such covenants and agreements pertain to the premises hereby

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demised and for such purposes of this lease the said lease between the Sanitary District of Chicago and Reclamation Construction Corporation, is made part hereof by reference.

5. The Lessee covenants and agrees that it will not assign this lease nor sub-let the premises herein demised or any portion thereof, except by written consent of the Lessor and the Metropolitan Sanitary District of Greater Chicago; provided, however, the Lessee shall have the right to sub-lease said premises or any part thereof or to assign its leasehold estate to any wholly owned subsidiary of the Lessee or a corporation owning not less than 80% of all of the issued and outstanding capital stock of the Lessee (a "Parent" corporation) or any wholly owned subsidiary of such Parent corporation.

6. It is understood and agreed that said demised premises shall be used by the Lessee only for such uses as are permissible under Section 3.05 of the Prime Lease.

7. The Lessee shall have the right to erect such improvements upon the demised premises as are necessary or suitable in its discretion in connection with the permitted uses of the demised premises as set forth in paragraph 6 above. The Lessor acknowledges that all improvements erected on the premises demised hereby were erected by its former lessee (Crest Concrete Systems, Inc. or the successor to Crest Concrete Systems, Inc., to wit: American Metal Climax, Inc.), has been advised by the Lessee that the Lessee has purchased all right, title and interest of the erector thereof therein, and that it (the Lessor) has no interest or equity therein except (i) its reversionary interest thereto as hereinafter expressed, and (ii) the lien as security expressed in paragraph 13 below.

8. It is understood and agreed by the parties hereto that nothing herein contained shall be construed as restricting the right of the Lessee to mortgage, pledge or otherwise encumber its leasehold estate in the demised premises, and the Lessee is hereby expressly given such right, at any time and from time to time, whether by way of mortgage or trust deed, but no such mortgage or trust deed shall in any way create any lien or encumbrance on the fee of the demised premises or the interest of the Lessor therein or the interest of the Lessor in any improvements which may be placed upon the 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 the owner of the indebtedness secured thereby shall not become personally liable upon the covenants in this lease unless and until it or its assignees shall become the absolute owners of the leasehold estate created by this lease; and the Lessee shall not erect or construct any improvements upon the demised premises without the contract or contracts therefor expressly providing that all rights to and mechanics' liens therefor shall be expressly and fully waived and the Lessee shall save and hold harmless the Lessor of and from any and all mechanics' liens and other claims and demands of all kinds arising by reason of any construction work, repairs or improvements made to or placed upon said demised premises.

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9. The Lessee agrees to obtain all permits which may be required at any time for the construction of buildings and improvements upon the demised premises and all operations conducted thereon.

10. The Lessor reserves unto itself the right of access to said demised premises for inspection at reasonable times and hours by Lessor and its duly accredited agent upon reasonable prior notice.

11. The Lessee agrees to and does hereby expressly assume all responsibility for, and agrees to save and hold harmless the Lessor against any loss or damage which the Lessor may suffer or incur or sustain or for which it may become liable by reason of the use of the above described land by the Lessee or the maintenance, use, construction, removal or repair of any building or structures thereon, and the Lessee in all such cases shall defend and save and keep harmless the Lessor from all expense, counsel or legal fees, cost, liabilities and disbursements and executions in any manner growing out of or pertaining to or connected therewith except insofar as any of the same arise through the fault of the Lessor or anyone acting by, through or on behalf of Lessor.

12. The Lessee agrees that ^{upon} the expiration of the term of this lease, or upon termination hereof under the provisions hereof, to yield up the demised premises, together with all buildings or improvements, which may be constructed or placed upon said demised premises, which said buildings and improvements shall remain as part of the land.

13. 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 a valid and first lien upon all buildings and improvements to be erected, placed or put on said premises by the Lessee and upon the interest of the Lessee in this lease and the premises hereby demised.

14. It is understood and agreed by and between the parties hereto that if the Lessee shall default in the payment of any of the rents herein provided for upon the date the same becomes due and payable, and such default shall continue for 60 days after notice thereof in writing given by the Lessor, or its agents or attorneys to the Lessee in the manner hereinafter provided or in case Lessee shall default, or fail to perform and carry out any of the other covenants and conditions herein contained and such default or failure shall continue for 90 days after notice thereof in writing given in like manner, then and in any and either of such events, it shall and may be lawful that Lessor at its election, at or after the expiration of said 60 days or 90 days as the case may be, after the giving of such notice to declare such term ended and upon said demised premises or any part thereof, either with or without process of law, to 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.

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