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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, dated as of June 14, 1996, by and between Unicom Thermal Technologies Inc., an Illinois corporation ("Supplier") and Bank of America Illinois, an Illinois banking corporation ("Customer").

W I T N E S S E T H:

WHEREAS, Supplier and Customer entered into that certain Chilled Water Service Agreement, dated as of the date hereof (the "Agreement") with respect to the real estate owned by Customer and more particularly described on Exhibit A attached hereto (the "Premises");

WHEREAS, pursuant to the terms of the Agreement, among other things, Supplier agrees to supply and Customer agrees to purchase, chilled water service to the Premises;

WHEREAS, the Agreement grants to Supplier a license for access to space on the Premises and rights-of way for ingress and egress over, under and through the Premises for the purpose of installing, maintaining, repairing and removing certain equipment located on the Premises (the "License");

WHEREAS, pursuant to the Agreement, Customer agrees that it will not sell, assign, convey or otherwise transfer, including, without limitation, any transfer by operation of law ("Transfer"), all or any of its interest in the Premises to any Person (as defined in the Agreement) without complying with Section 6.3 of the Agreement; and

WHEREAS, Supplier and Customer desire to place the grant of the License of record with the Recorder of Deeds of Cook County, Illinois;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree and acknowledge that:

PREPARED BY AND AFTER
RECORDING RETURN TO:
John McGarrity
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

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\$ 32 / 67.8
50

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COOK COUNTY RECORDER

12390 : JJ * -97-432394

145555 TRAN 0361 06/17/97 15:27:00

DEPT-01 RECORDING 435.50

DEPT-10 PENALTY 432.00

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1. Customer grants to Supplier the License in accordance with the terms of the Agreement. The License shall be a covenant appurtenant to the Premises, shall run with the land, and shall be binding upon and inure to the benefit of Customer and Supplier and their successors, transferees and assigns, whether or not the License is referred to in any subsequent deeds or instruments of record affecting the Premises.

2. Customer agrees that it will not Transfer all or any interest in the Premises to any Person without complying with Section 6.3 of the Agreement.

3. If and to the extent that any of the covenants, agreements, terms or provisions contained in this Memorandum of Agreement or the Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute of common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision in question shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Robert Kennedy, former Attorney General of the United States, living as of the date hereof. In the event that any of the covenants, agreements, terms or provisions contained herein shall be invalid, illegal or unenforceable in any other respect, the validity of the remaining covenants, agreements, terms and provisions contained herein shall not be in any way affected, prejudiced or disturbed thereby.

4. The Agreement may be amended only by a written instrument signed by the parties hereto (or their permitted successors and/or assigns). A memorandum of any amendment thereto shall be recorded with the Recorder of Cook County, Illinois.

5. Upon the expiration or earlier termination of the Agreement, the License granted therein shall expire. The terms of the Agreement state that the Agreement shall continue for an initial term of twenty (20) years and, absent requisite notice, five (5) year renewal terms.

6. This Memorandum of Agreement does not alter, amend, modify or change the Agreement or the exhibits thereto in any respect. It is executed by the parties solely for the purpose of recordation in the records of Cook County, Illinois and it is the intent of the parties that it shall be so recorded and shall give notice of and confirm the Agreement and the exhibits thereto in all of its terms to the same extent as if all of the provisions of the Agreement and exhibits thereto were fully set forth herein. The Agreement and exhibits thereto are

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hereby incorporated by reference in this Memorandum of Agreement and the parties hereby ratify and confirm the Agreement as if the Agreement were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Agreement, the provisions of the Agreement shall control.

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IN WITNESS WHEREOF, Customer and Supplier have caused this Memorandum of Agreement to be duly executed as of the date first above written.

UNICOM THERMAL TECHNOLOGIES
INC., an Illinois corporation

By: [Signature]
Its: President

BANK OF AMERICA ILLINOIS, an
Illinois banking corporation

By: [Signature]
Its: KAREN L. RUGGELL
Vice President

By: [Signature]
Its: STEPHEN L. LUMPKIN
Asst. Vice President

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Exhibit A
Premises

Legal Description follows this page.

PIN:

Common Address:

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LEGAL DESCRIPTION

PARCEL 1:

LOTS 8 THROUGH 14 AND THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING TO SAID LOTS 8 THROUGH 14 IN PECK AND OTHERS SUBDIVISION OF BLOCK 110 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 15 THROUGH 22 AND 25 THROUGH 32 (EXCEPT THAT PART OF LOTS 22 AND 25 TAKEN FOR THE EXTENSION OF LASALLE STREET) AND THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING LOTS 15 AND 32 IN PECK AND OTHERS SUBDIVISION OF BLOCK 116 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 1/2 OF WEST QUINCY STREET LYING NORTH OF AND ADJOINING THE NORTH LINE OF PARCELS 1 AND 2 AFORESAID, AND LYING WEST OF THE WEST LINE OF SOUTH CLARK ST. EXTENDED NORTH AND EAST OF THE EAST LINE OF SOUTH LASALLE STREET EXTENDED NORTH.

PARCEL 4:

THAT PART OF THE NORTH 1/2 OF WEST JACKSON STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF PARCELS 1 AND 2 AFORESAID, AND LYING WEST OF THE WEST LINE OF SOUTH CLARK ST. EXTENDED SOUTH AND EAST OF THE EAST LINE OF SOUTH LASALLE STREET EXTENDED SOUTH.

PARCEL 5:

THE WEST 1/2 OF SOUTH CLARK STREET LYING EAST OF AND ADJOINING THE EAST LINES OF PARCELS 1, 3 AND 4 AFORESAID.

PARCEL 6:

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THE EAST 1/2 OF SOUTH LASALLE STREET LYING WEST OF AND ADJOINING THE WEST LINES OF PARCELS 2, 3 AND 4 AFORESAID.

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