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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 12/12/2003 11:41 AM Pg: 1 of 5

PREPARED BY AND WHEN RECORDED RETURN TO:

Louis S. Quinn, Jr., Esq.
Jones Walker
8555 United Plaza Blvd., 5th Floor
Baton Rouge, Louisiana 70809

8/5/360 DZK ①

LEASE MEMORANDUM

THIS LEASE MEMORANDUM, dated as of the 20 day of October 2003, between **BRADLEY OPERATING LIMITED PARTNERSHIP**, a Delaware limited partnership, having its principal place of business c/o **Heritage Realty Management, Inc.**, 535 Boylston Street, Boston, Massachusetts 02116-3766 ("**Landlord**"), and **CAPITAL FITNESS HEALTH CLUB, INC.**, an Illinois Corporation, having its principal place of business at 47W210 Route 30, Big Rock, Illinois 60511 (herein referred to as "**Tenant**"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Lease.

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WITNESSETH:

1. **Demised Premises.** Landlord and Tenant have entered into a Lease Agreement dated June 30, 2003 (the "**Lease**"), pursuant to which Tenant has leased from Landlord certain premises ("**demised premises**") consisting of Spaces 250, 252, 254, 256 and 260, containing approximately 30,184 square feet, located in the Shopping Center ("**Center**"), known as "**The Commons at Chicago Ridge**", having a municipal address of 99th Street and Ridgeland Avenue, Chicago Ridge, Illinois, on the real property more fully described on **Exhibit A** attached hereto and made a part hereof, together with all other easements and appurtenances thereto, in the City of Chicago Ridge, County of Cook and State of Illinois. The demised premises are as shown on **Exhibit B** attached hereto and made a part hereof, and the land upon which the demised premises is located is described on the attached **Exhibit A**.

2. **Term - Options.** The term of the Lease begins on the Commencement Date (as defined in the Lease), and shall expire 15 years thereafter. Tenant has three (3) successive options to extend the term of the Lease for an additional period of five (5) years for each option, under the terms and conditions set forth in the Lease.

BOX 333-CTI

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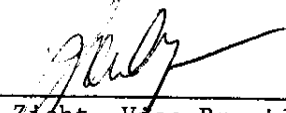
3. **Purpose.** The sole purpose of this instrument is to give notice of the Lease and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This instrument shall in no way amend or be used to interpret the Lease, and in the event of any conflict of inconsistency between any of the terms and conditions of this Memorandum and any terms and/or condition of the Lease, the term and/or condition of the Lease shall govern and control. All covenants and agreements of this Memorandum and the Lease shall run with the land until such time as the Lease is terminated. A full and complete copy of the Lease is on file at the offices of Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year first above written.

LANDLORD:

BRADLEY OPERATING LIMITED PARTNERSHIP,
a Delaware limited

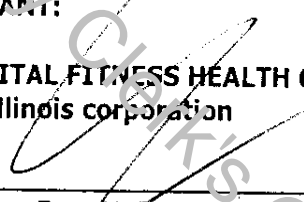
By: Heritage-Austen Acquisition, Inc., a Maryland Corporation, its general partner

By: 

Louis Zicht, Vice President

TENANT:

CAPITAL FITNESS HEALTH CLUB, INC.,
an Illinois corporation

By: 

Evan M. Rayman, not individually
But as Vice President


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STATE OF ILLINOIS

COUNTY OF COOK

I, DIANA M. CROCKETT, a Notary Public in and for ~~Cook County, Illinois~~ ^{SUFFOLK COUNTY, MASSACHUSETTS}, do hereby certify that LOUIS CZICHT of **Heritage-Austen Acquisition, Inc.**, a Maryland corporation, the general partner of **BRADLEY OPERATING LIMITED PARTNERSHIP**, a Delaware limited partnership, who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, who appeared before me on this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of general partner, acting for and on behalf of the limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of October, 2003.


 Notary Public

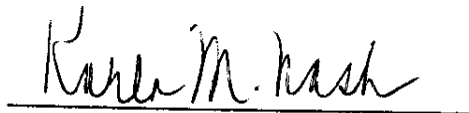
(Seal)

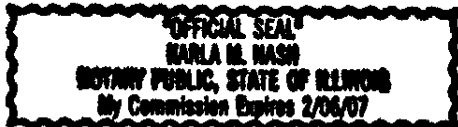
My Commission Expires: APRIL 9, 2004

STATE OF ILLINOIS
COUNTY OF KANE

I, KARLA M. NASH, a Notary Public in and for Kane County, Illinois, do hereby certify that Evan M. Rayman, as Vice President of Capital Fitness Health Club Inc., an Illinois corporation, who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, who appeared before me on this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21ST day of OCTOBER, 2003.


 Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel 1: That part of the East 1/2 of the Southeast 1/4 of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, as described as follows: Beginning at the intersection of the South line of the North 33 feet of said Southeast 1/4 and the West line of Ridgeland Avenue, as dedicated, said line being 52 feet West of and parallel with the East line of said Southeast 1/4; thence South 00 degrees 08 minutes 09 seconds East along the said West line of Ridgeland Avenue 646.67 feet; thence South 50 degrees 19 minutes 46 seconds West 495.93 feet; thence South 39 degrees 40 minutes 14 seconds East 199.25 feet to the Northwesterly line of the Southwest Highway, as dedicated; thence South 50 degrees 19 minutes 46 seconds West 434.85 feet along last said Northwesterly line to the Northeasterly line of The Baltimore and Ohio Chicago Transfer Railroad Company's right of way; thence North 52 degrees 33 minutes 47 seconds West 731.59 feet along last said Northeasterly line; thence South 63 degrees 32 minutes 44 seconds East, 183.50 feet; thence North 50 degrees 19 minutes 44 seconds East, 96.38 feet to a line 350 feet East of and parallel to the West line of said East 1/2 of the Southeast 1/4; thence North 00 degrees 01 minutes 46 seconds West 967.04 feet along last said East line to the South line of the North 33 feet of said Southeast 1/4; thence North 89 degrees 49 minutes 54 seconds East, a distance of 930.56 feet to the place of beginning, all in Cook County, Illinois.

Parcel 2: That part of the East 1/2 of the Southeast 1/4 of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, lying Northerly on the Southwest Highway, described as follows: Beginning at a point on the East line of said Southeast 1/4 a distance of 258.36 feet North of the intersection of said line with the Northerly line of the Southwest Highway; thence South along the said East line a distance of 258.36 feet to said intersection; thence Southwesterly along said Northerly line of highway, a distance of 196.32 feet; thence Northwesterly at right angles to said Northerly line of highway, a distance of 199.25 feet; thence Northeasterly at right angles to last described line, being a line drawn parallel with the said Northerly line of highway, a distance of 560.76 feet to the place of beginning, in Cook County, Illinois.

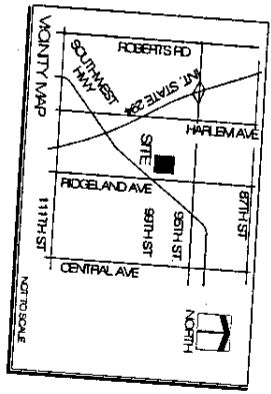
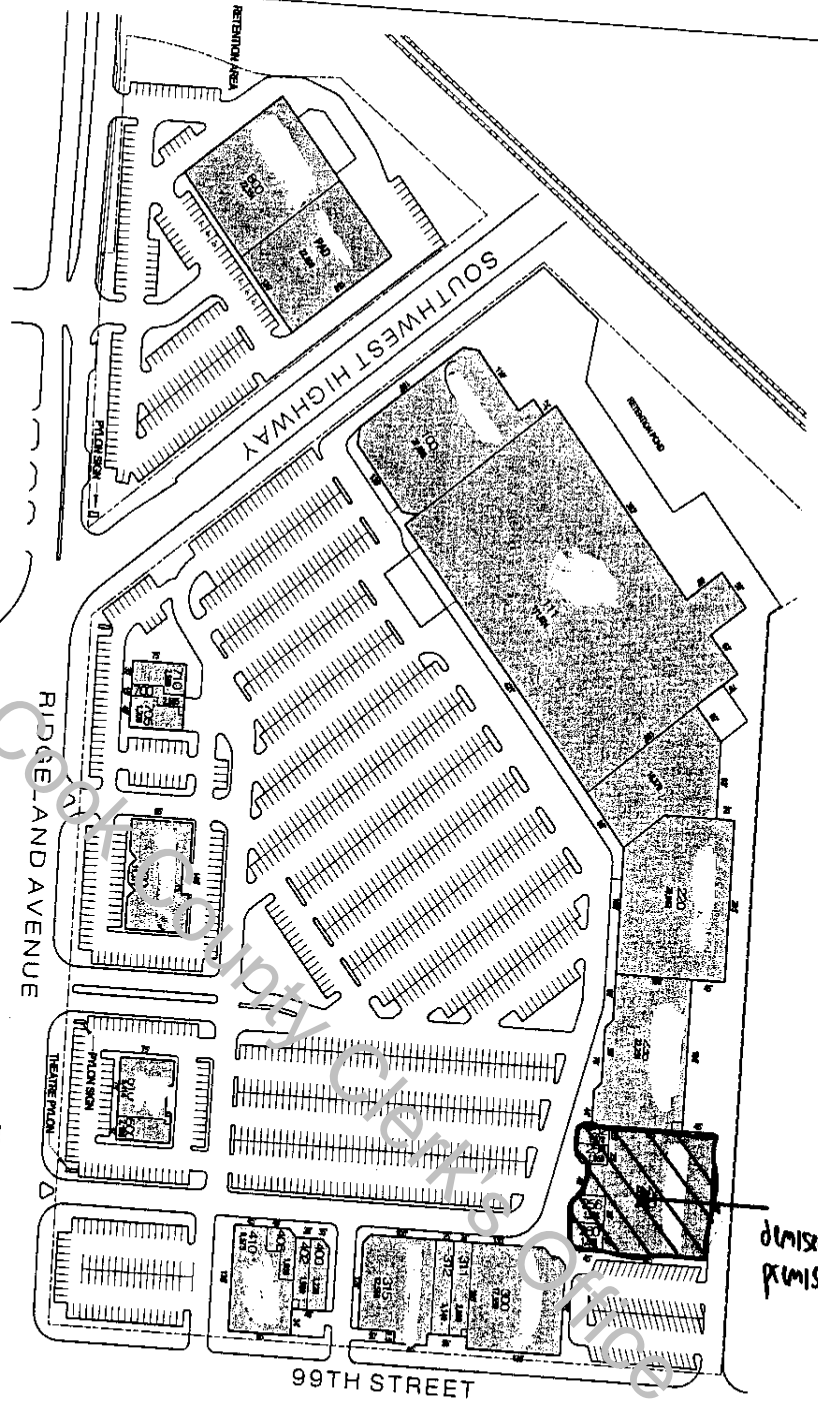
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99th + Ridgeland
Chgo Ridge S&P

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THE COMMONS OF CHICAGO RIDGE
CHICAGO RIDGE, ILLINOIS



HERITAGE PROPERTY
INVESTMENT TRUST, INC.
1-847-272-9800
www.heritageproperty.com

Exhibit B

THE COMMONS OF CHICAGO RIDGE
CHICAGO RIDGE, ILLINOIS