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MEMORANDUM OF LEASE



STATE OF ILLINOIS §
 §
COUNTY OF COOK §

Doc#: 0424634087
Eugene "Gene" Moore Fee: \$78.50
Cook County Recorder of Deeds
Date: 09/02/2004 12:41 PM Pg: 1 of 10

THIS MEMORANDUM OF LEASE is made and entered into by and between SUTTON PARK DEVELOPERS, L.L.C., an Illinois limited liability company ("Landlord"), and BRINKER RESTAURANT CORPORATION, a Delaware corporation ("Tenant").

WITNESSETH:

By that certain Lease Agreement dated August 19, 2004 (the "Lease") by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, that certain tract or parcel of land located in the City of Streamwood, County of Cook, State of Illinois, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any buildings or other improvements erected and/or to be erected thereon, (all of the foregoing hereinafter collectively referred to as the "Premises"), and together with the non-exclusive use of all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land ("License"), TO HAVE AND TO HOLD the same for a primary term of ten (10) years (commencing as provided in the Lease), with four (4) renewal terms of five (5) years each, all pursuant and subject to the terms, conditions, and stipulations contained in the Lease to which reference is made for all purposes of which it is intended hereby to give notice. The Premises are situated in and constitute a part of a shopping center located on the southeast quadrant of Route 59 and Route 19, Streamwood, Cook County, Illinois, and locally known or to be known as Sutton Park (the "Center"), the same being more particularly described on Exhibit B attached hereto and made a part hereof. The Center is shown on the site plan attached hereto as Exhibit C (the "Site Plan").

The Lease and the Center are subject to, among other recorded documents (i) that certain Operation and Easement Agreement dated as of November 5, 2003, executed by and between Target Corporation and Sutton Park Developers, L.L.C., and recorded in the office of the Recorder of Deeds of Cook County, Illinois, on November 12, 2003, as Document No. 0331639012 (as amended from time to time) (the "OEA"); and (ii) that certain document titled "An Ordinance Approving and Authorizing the Execution of a Planned Unit Development Agreement for 'Sutton Park'" recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 12, 2003 as Document Number 0331639009, including without limitation the Planned Unit Development Agreement attached thereto (the "PUD"). Without limiting the generality of the foregoing, (a) if Tenant causes any default under the OEA the same shall constitute a default by Tenant under the Lease, and (b) in the event of a direct conflict between the provisions of the Lease and the OEA, the provisions of the OEA shall control, provided that, notwithstanding the foregoing, (x) to the extent that the Premises (or Tenant's rights, obligations

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and/or interest under the Lease) would be adversely affected, Landlord shall not consent to any proposed amendment to the OEA (or give its consent or non-consent to any proposition when it has a right to do so under the OEA) without the prior written consent of Tenant, which consent may be denied in its reasonable discretion, and (y) Tenant shall have no monetary obligations under the OEA except for those specifically described in the Lease, or if Landlord incurs monetary obligations under the OEA due to the failure of Tenant to perform under the terms hereof, or due to Tenant causing a default under the OEA for which Landlord incurs monetary obligations. Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to such terms in the OEA as the context requires.

Except for Tenant, Landlord shall not allow to operate in the portion of the Center owned by Landlord, per the attached site plan, another restaurant offering both alcoholic beverages and a "varied menu theme." A "varied-menu theme" restaurant shall mean a casual or "fast-casual" dining restaurant selling a wide variety of beef, fish, chicken, pastas, soups, salads and sandwiches, appetizers and desserts, together with liquor, beer and wine, in a casual setting such as, for example purposes only, Applebee's, Amarillo Grill, Bennigan's, Buffalo Cafe, Cheddar's, Damon's, Houlihan's, Logan's Roadhouse, Lone Star Cafe, Max & Irma's, O'Charley's, Original Roadhouse Grill, Uno's, Red Robin, Roadhouse Grill, Ruby Tuesday's, Texas Roadhouse, T.G.I. Friday's and Tony Roma's. A "fast-casual" dining restaurant means any "varied-menu theme" casual dining restaurant (as defined in the preceding sentence) that delivers service primarily through a "counterline" or other customer "self-order service" mechanism other than by customary "sit-down" table service. A "fast food" restaurant such as a Burger King, McDonald's, Subway, Taco Bell or Wendy's shall not be deemed to be a "varied menu theme" restaurant. Furthermore, an ethnic or specialty restaurant such as, for example purposes only, Mexican, German, Italian, Chinese, seafood, steakhouse, chop house, chicken, barbecue or other restaurant with a specialty menu (including pizza) or featured food item menu, including, by way of example only, Olive Garden, Red Lobster, Outback Steakhouse, Trail Dust Steakhouse, Ryan's Steakhouse, Golden Corral, Sizzler, Cracker Barrel, and IHOP, shall not be deemed to be a "varied menu theme" restaurant.

Panera Bread is an expressly approved concept.

This Exclusive shall not apply to (a) any in-line retail space greater than 20,000 (b) lot 2 owned by Target, (c) the tenants and permitted uses listed as such on Exhibit K attached hereto, or (d) Lot 6 provided Bank One is the tenant operating under the Lease. Landlord has caused Bank One to accept Tenant's Exclusive Use as described herein. In addition, if Landlord regains possession of the Bank One premises at anytime in the future, and Chili's is operating on parcel 5, then Landlord agrees to encumber the Bank One parcel with this Exclusive. Landlord hereby agrees and covenants that Landlord shall include in all transfer documents, whether caused by lease, sublease consent, assignment consent, sale or any other type of document ("Transfer Documents"), the exact language as existing at that time, of this Paragraph 7(b). Any failure by Landlord to include such language accompanied by a violation of the above Exclusive by the applicable tenant will be regarded as a Landlord Event of Default in which Tenant shall have all rights described in the Lease. As long as Landlord hereafter places this language in all such Transfer Documents and Landlord does not grant to a tenant or other the right to violate such Exclusive (such to include allowing any assignment/sublease that authorizes such Exclusive use

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even though Landlord has a right of approval and/or right to object to such assignment or sublease), then even if subsequently another tenant or occupant in the portion of the Center now owned by Landlord, and in whose Transfer Document such restriction was so placed violates such Exclusive such violation by such tenant or other occupant shall not constitute an Event of Default by Landlord hereunder. In such event, Landlord upon receiving notice thereof from Tenant shall send to such violating tenant or other occupant (other than as listed on Exhibit K hereto) a notice to stop such Exclusive Use, and if within 30 days after such notice such tenant or occupant shall fail to cease such Exclusive use, then Landlord shall file and prosecute with reasonable diligence an action in local court seeking to enjoin such Exclusive Use by such tenant or other occupant. Should such proceeding in such court by Landlord be unsuccessful or should Landlord otherwise be permanently estopped by any governmental or judicial authority from performing under this subparagraph, then this subparagraph shall be modified to such an extent as to take into account the parties' original intent in a manner consistent with any such court order or such governmental authority revisions, and without regard to the decision by any such court or governmental or judicial authority, Landlord shall have no further liability in respect of such violation and all of Tenant's obligations hereunder shall continue, notwithstanding such violation of the Exclusive use provision by such other tenant or occupant. Notwithstanding the foregoing, (a) if Landlord shall fail to act as required above, then such failure shall be deemed to be an Event of Default by Landlord hereunder, and (b) if Landlord shall act as required above but the Exclusive Use violation by such other tenant or occupant shall be permitted by court or governmental or judicial authority to continue to such an extent that it materially and adversely harms the operations of Tenant, then upon not less than 21 days notice served by Tenant upon Landlord at any time within one hundred eighty (180) days after the issuance of any such court order or judicial or governmental order, Tenant shall have the right, as its sole remedy in respect thereof, to terminate the Lease.

During the term of the Lease, including any Renewal Terms, Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers and invitees, a permanent, irrevocable, non-exclusive right-of-way access and parking License for the purpose of pedestrian and vehicular ingress, egress and parking over all access and entrance drives and over all parking areas of the Center, subject to the terms of the Lease (collectively, the "License"), and Landlord agrees that it shall not (nor consent to allow any other party) to erect, construct or install any subsequent signage, buildings, or other improvements in, or make any changes to, the portion of the Common Area of the Center labeled as the "No Build Area" on the Site Plan. During the term of the Lease, Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this License unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Landlord. In order to satisfy parking regulations of the OEA, Tenant shall have the right to use parking spaces on Parcel 3 as shown on the Site Plan.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

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even though Landlord has a right of approval and/or right to object to such assignment or sublease), then even if subsequently another tenant or occupant in the portion of the Center now owned by Landlord, and in whose Transfer Document such restriction was so placed violates such Exclusive such violation by such tenant or other occupant shall not constitute an Event of Default by Landlord hereunder. In such event, Landlord upon receiving notice thereof from Tenant shall send to such violating tenant or other occupant (other than as listed on Exhibit K hereto) a notice to stop such Exclusive Use, and if within 30 days after such notice such tenant or occupant shall fail to cease such Exclusive use, then Landlord shall file and prosecute with reasonable diligence an action in local court seeking to enjoin such Exclusive Use by such tenant or other occupant. Should such proceeding in such court by Landlord be unsuccessful or should Landlord otherwise be permanently estopped by any governmental or judicial authority from performing under this subparagraph, then this subparagraph shall be modified to such an extent as to take into account the parties' original intent in a manner consistent with any such court order or such governmental authority revisions, and without regard to the decision by any such court or governmental or judicial authority, Landlord shall have no further liability in respect of such violation and all of Tenant's obligations hereunder shall continue, notwithstanding such violation of the Exclusive use provision by such other tenant or occupant. Notwithstanding the foregoing, (a) if Landlord shall fail to act as required above, then such failure shall be deemed to be an Event of Default by Landlord hereunder, and (b) if Landlord shall act as required above but the Exclusive Use violation by such other tenant or occupant shall be permitted by court or governmental or judicial authority to continue to such an extent that it materially and adversely harms the operations of Tenant, then upon not less than 21 days notice served by Tenant upon Landlord at any time within one hundred eighty (180) days after the issuance of any such court order or judicial or governmental order, Tenant shall have the right, as its sole remedy in respect thereof, to terminate the Lease.

During the term of the Lease, including any Renewal Terms, Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers and invitees, a permanent, irrevocable, non-exclusive right-of-way access and parking License for the purpose of pedestrian and vehicular ingress, egress and parking over all access and entrance drives and over all parking areas of the Center (collectively, the "License"), and Landlord agrees that it shall not (nor consent to allow any other party) to erect, construct or install any subsequent signage, buildings, or other improvements in, or make any changes to, the portion of the Common Area of the Center labeled as the "No Build Area" on the Site Plan. During the term of the Lease, Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this License unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Landlord. Landlord further agrees to provide this License as a part of the Memorandum of Lease to be recorded pursuant to Paragraph 26 hereof. In order to satisfy parking regulations of the OEA, Tenant shall have the right to use parking spaces on Parcel 3 as shown on the Site Plan attached hereto and made a part hereof.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below.

LANDLORD:

SUTTON PARK DEVELOPERS, L.L.C.,
an Illinois limited liability company

By *The Harbor Living Companies, Inc., mg 1*

By: *Donald W. Bouley*

Its: *Vice President*

Date: *August 19, 2004*

TENANT:

BRINKER RESTAURANT CORPORATION,
a Delaware corporation

By: *J. L. Tobin*
Jay L. Tobin, Vice President
and Assistant Secretary

Date: *August 13, 2004*

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ACKNOWLEDGMENT

STATE OF ILLINOIS §
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COUNTY OF COOK §

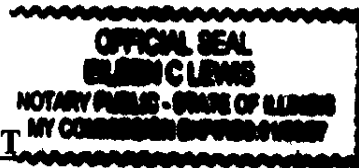
I, Eileen C Lewis, Notary Public, do hereby certify that on the August 19, 2004, Donald W Bailey, Vice President of Sutton Park Developers, L.L.C., an Illinois limited liability company, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Eileen C Lewis
NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires:

01/03/07



ACKNOWLEDGMENT

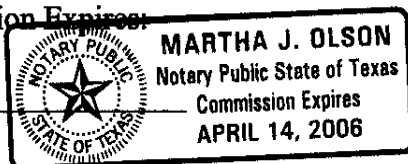
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, Martha J. Olson, Notary Public, do hereby certify that on the August 13, 2004, Jay L. Tobin, Vice President of Brinker Restaurant Corporation, a Delaware corporation, personally appeared before me and being first duly sworn by me severally acknowledged that he signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I have hereunto set my hand and seal the day and year before written.

Martha J. Olson
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:



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LANDLORD'S ADDRESS:

Sutton Park Developers, L.L.C.
c/o The Harlem Irving Companies
4104 Harlem Avenue
Norridge, IL 60706
Attn: General Counsel

TENANT'S ADDRESS:

Brinker Restaurant Corporation
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

AFTER RECORDING, RETURN TO:

Dianna Thomas
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240



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EXHIBIT A

LAND

LOT 5 IN THE FINAL PLAT OF SUBDIVISION SUTTON PARK BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, BEING ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 IN THE FINAL PLAT OF SUBDIVISION SUTTON PARK BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 37 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 272.46 FEET TO A JOG IN SAID WEST LINE; THENCE NORTH 89 DEGREES 07 MINUTES 06 SECONDS EAST ALONG SAID JOG, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 08 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 17.75 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 89 DEGREES 59 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 142.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 287.49 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 88 DEGREES 57 MINUTES 29 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 155.82 FEET TO THE PLACE OF BEGINNING.

PIN # 06-27-100-007

06-27-100-008

SE corner of Irving Park Rd. & Route 59.

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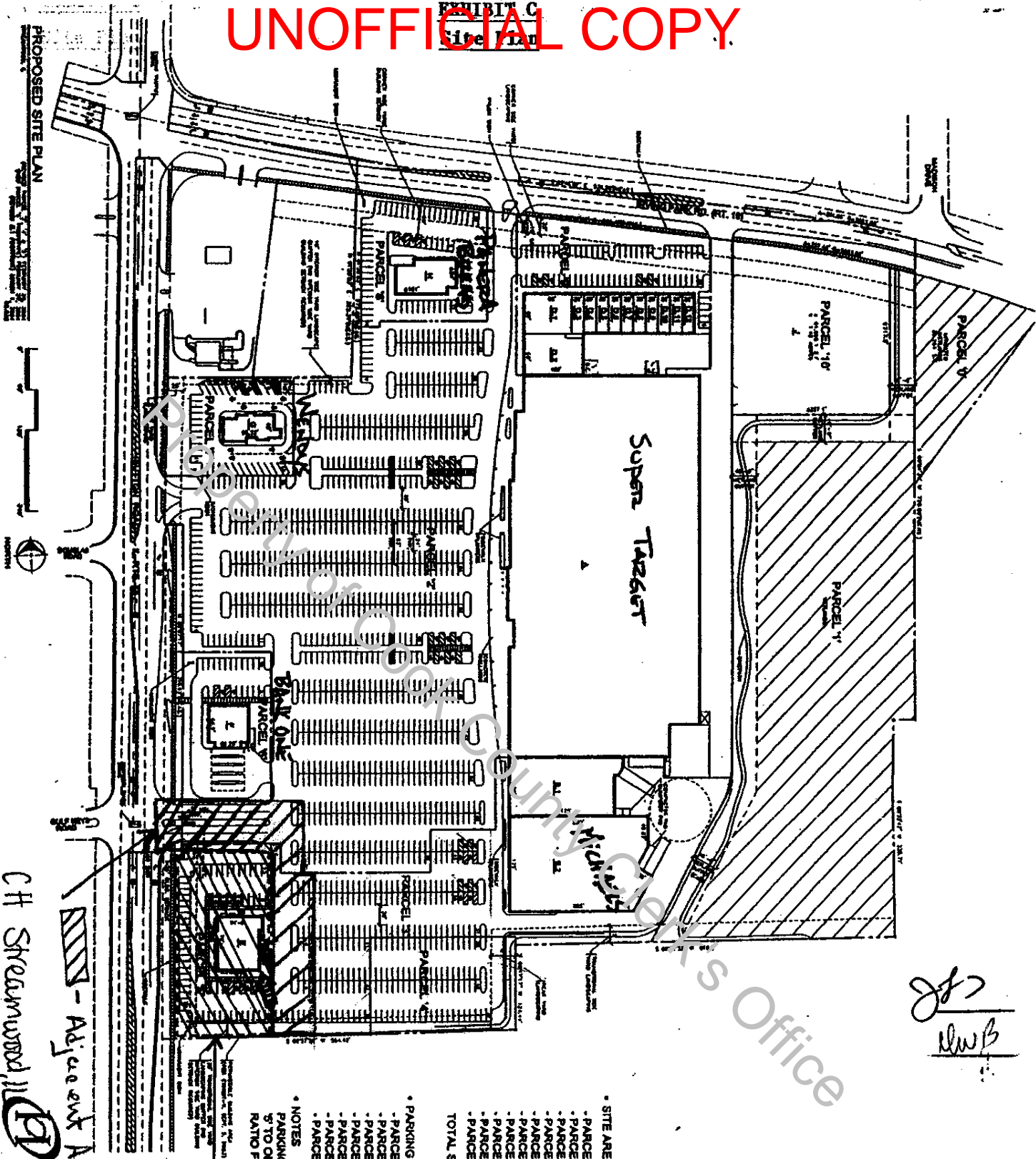
EXHIBIT B

CENTER

LOTS 1 – 10 IN THE FINAL PLAT OF SUBDIVISION SUTTON PARK BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, ALL ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, IL AS DOCUMENT NO. 0331639008.

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CH Streamwood
 Adjacent Area to No-Build Area
 Tenant's Common Area Facilities

THE HARLEM IRVING COMPANIES
 (773) 625-3036

- SITE AREA
 - PARCEL 10 32,161 S.F.
 - PARCEL 11 241,789 S.F.
 - PARCEL 12 589,281 S.F.
 - PARCEL 13 194,163 S.F.
 - PARCEL 14 44,646 S.F.
 - PARCEL 15 32,339 S.F.
 - PARCEL 16 29,662 S.F.
 - PARCEL 17 38,750 S.F.
 - PARCEL 18 98,176 S.F.
 - PARCEL 19 99,871 S.F.
 - PARCEL 20
- TOTAL SITE AREA 1,290,056 S.F.
- 29.61 ACRES
- PARKING
 - PARCEL 10 - A 1,308 SPACES TOTAL
 - PARCEL 11 - A, B, B2 918 SPACES
 - PARCEL 12 248 SPACES
 - PARCEL 13 54 SPACES
 - PARCEL 14 20 SPACES
 - PARCEL 15 33 SPACES
 - PARCEL 16 82 SPACES
 - PARCEL 17 63 SPACES
 - PARCEL 18 - D,1 THRU D,10
- NOTES
 - PARKING DEMARCATION LINE INDICATES POSSIBLE PARKING LIMIT FOR PARCEL 10 TO OBTAIN A 15,000/1,000 S.F. PARKING RATIO (66 SPACES). THE RESULTING RATIO FOR PARCEL 11 & 12 WOULD THEN BE 4,534/1,000 S.F. (228 SPACES).

TENANT ROSTER		
UNIT	TENANT	AREA
A	RETAIL	173,744 S.F.
B.1	RETAIL	16,093 S.F.
B.2	RETAIL	33,626 S.F.
C.1	RETAIL	2,500 S.F.
C.2	RETAIL	3,100 S.F.
D.1	RETAIL	4,800 S.F.
D.2	RETAIL	6,820 S.F.
D.3	RETAIL	1,200 S.F.
D.4	RETAIL	1,200 S.F.
D.5	RETAIL	1,200 S.F.
D.6	RETAIL	1,200 S.F.
D.7	RETAIL	1,200 S.F.
D.8	RETAIL	1,200 S.F.
D.9	RETAIL	1,200 S.F.
D.10	RETAIL	1,200 S.F.
D.11	RETAIL	1,200 S.F.
D.12	RETAIL	1,200 S.F.
E	RESTAURANT	5,748 S.F.
F	BANK	4,141 S.F.
G	RESTAURANT	3,259 S.F.
H	RESTAURANT	4,996 S.F.
I	(1.42 ACRES)	S.F.
J		S.F.
TOTAL		289,827 S.F.

Handwritten initials/signature