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STATE OF ILLINOIS

COUNTY OF COOK

Doc#: 0533312107 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2005 03:56 PM Pg: 1 of 10

MEMORANDUM OF LEASE

BGP LINCOLN VILLAGE, L.L.C., an Illinois limited liability company ("Landlord"), has leased to FACTORY CARD OUTLET OF AMERICA, LTD., an Illinois corporation, with an address at 2727 Diehl Road, Naperville, Illinois 60563-2371 ("Tenant"), and Tenant has leased from Landlord for a period of ten (10) years beginning on the Delivery Date (as defined in the Lease), which date is expected to be May 15, 2006, and expiring at midnight on the date that is ten (10) years after the first day of the first full calendar month thereafter, provided if such date is not June 30, such ten-year period shall include the period of time until the next succeeding June 30, with two (2), five (5) year renewal options thereafter, a store premises containing approximately 11,518 square feet, together with loading dock(s), (collectively, the "Premises") to be constructed in that certain shopping center (the "Shopping Center") on certain land (the "Land") located in Chicago, Illinois, Cook County, which Land is more particularly described on Schedule A attached hereto and made a part hereof by reference, together with non-exclusive easements over all of the Common Areas of the Land. A Site Plan of the Shopping Center is shown on Schedule B attached hereto and made a part hereof by reference.

All of the provisions set forth in that certain shopping center lease dated October 10, 2005, by and between Landlord and Tenant (the "Lease") are hereby incorporated into and made a part of this Memorandum of Lease. A copy of the complete Lease shall be maintained at all times at the Landlord's address set forth above.

Section 9.2 of the Lease provides in part that Landlord shall not lease any space in the Shopping Center to, or permit the use of any space in the Shopping Center any person(s) or entity other than Tenant, for the purpose of operating a greeting card, party supplies, gifts and/or gift bag, wrapping paper and supplies, wedding supplies (excluding formal wear or bridal attire) or Halloween merchandise store, (collectively, the "Leasing Restriction"). The Leasing Restriction shall be deemed to be a covenant running with the Land and the Shopping Center and shall bind and burden the Land and the Shopping Center and shall inure to the benefit of

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and shall bind and burden the Land and the Shopping Center and shall inure to the benefit of the Premises and Tenant.

Section 9.4 of the Lease provides in part that, Landlord and Tenant shall not use or allow the use of any portion of the Land or the Shopping Center for a nightclub, bar, tavern, pub, ballroom, dance hall, discotheque, billiard or pool hall, skating rink, game room, bowling alley, adult entertainment or bookstore (which is defined as an establishment, center or bookstore, a substantial portion of the activities or inventory of which is not available for use by or sale to children under 18 years of age because it explicitly deals with or depicts human or animal sexuality, violence and/or drugs), establishment selling drug-related paraphernalia, tattoo parlor, body-piercing establishment, massage parlor, fitness center or health club, offtrack betting facility, car wash, funeral home or mortuary, veterinary hospital or animal raising or boarding facilities, dry cleaning plant or laundromat, mobile home or trailer park, warehouse or for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation, flea market or "second-hand" store whose principal business is selling used merchandise, or other entertainment facility or schools or educational establishments (including, but not limited to, vocational, driving and real estate schools and learning centers). In no event shall greater than ten percent (10%) of the Shopping Center be used for non-retail purposes, nor shall any restaurant in excess of two thousand (2,000) square feet be located within three hundred (300) feet of any portion of the Premises (collectively, "Prohibited Uses"). The foregoing Prohibited Uses shall be deemed covenants running with the Land and the Shopping Center and shall bind and burden the Land and the Shopping Center and shall inure to the benefit of the Premises and Tenant.

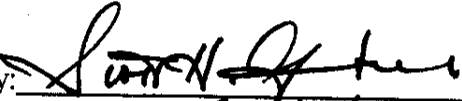
The Lease also contains other restrictions on the Land and Shopping Center, including, but not limited to, that all Out Parcels (as shown on the Site Plan attached as Schedule B) shall be completely self-contained (including, but not limited to, self-contained parking), shall be operated, maintained and landscaped consistent with a first class shopping center, and shall be no more than one (1) story above grade or exceed a parapet height of twenty-three (23) feet with other architectural and/or mechanical unit screening not to exceed twenty-seven (27) feet, all as more fully described in the Lease.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease
this 10th day of October, 2005.

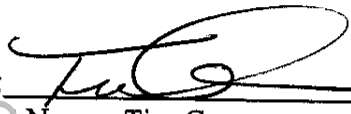
LANDLORD:

BGP LINCOLN VILLAGE, L.L.C., an Illinois
limited liability company

By: 
Print Name: Scott H. Gendell
Title: Manager

TENANT:

FACTORY CARD OUTLET OF AMERICA,
LTD., an Illinois corporation

By: 
Print Name: Tim Gower
Title: Senior Vice President

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STATE OF ILLINOIS)
)
COUNTY OF Kendall) SS:

On this 30 day of September, 2005, personally appeared before me, a Notary Public in and for said County and State, Tim Gower, the Senior Vice President of Factory Card Outlet of America, Ltd. who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf thereof, and for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 30 day of September, 2005.

My Commission Expires:

8/6/09

My County of Residence:

Kendall

Doniella T. Hagel
Notary Public

DONIELLA T. HAGEL
Printed Name



STATE OF Illinois)
)
COUNTY OF Cook) SS:

On this 10th day of October, 2005, personally appeared before me, a Notary Public in and for said County and State, Scott H. Gendell, the manager of B&P Lincoln Village, LLC who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf thereof, and for the uses and purposes set forth therein.

Witness my hand and Notarial Seal this 10th day of October, 2005.

My Commission Expires:

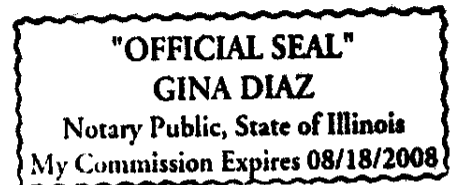
8/18/2008

My County of Residence:

McHenry

Gina Diaz
Notary Public

Gina Diaz
Printed Name




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Schedule A

Legal Description of Shopping Center

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LEGAL DESCRIPTION

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.8 FEET; THENCE EAST 679.5 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH; THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING; BEGINNING AT AFORESAID DESCRIBED POINT; THENCE NORTHEASTERLY 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NO. 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS-DEPARTMENT OF TRANSPORTATION FOR HIGHWAY PURPOSES.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27,402,551 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

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LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD), NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE AND WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO DESCRIBED AS FOLLOWS: BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING NORTH OF THE FOLLOWING DESCRIBED LINES: BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF CHICAGO 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN AVENUE; THENCE NORTH 90 DEGREES WEST 585.57 FEET TO A POINT OF TERMINATION OF SAID LINE ON THE EASTERLY LINE OF MCCORMICK BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN AVENUE, AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LEASEHOLD ESTATE AS CREATED, LIMITED AND DEFINED IN THE LEASE DATED AUGUST 15, 1985 BETWEEN THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AND LINCOLN VILLAGE ASSOCIATES (WHICH LEASE IS COINCIDENTALLY DISCLOSED OF RECORD BY ATTACHMENT AS EXHIBIT A TO THE INSTRUMENT RECORDED AS DOCUMENT NO. 88-177351) AS SAID LEASE WAS AMENDED BY THAT CERTAIN SUBLEASE AND CONSENT INSTRUMENT EXECUTED BY SAID PARTIES AND LINCOLN VILLAGE INVESTMENTS WHICH WAS DISCLOSED OF RECORD BY THE MEMORANDUM THEREOF RECORDED AS DOCUMENT NO. 88-119669. SAID LEASE HAS SUBSEQUENTLY BEEN FURTHER AMENDED BY THE ASSIGNMENT AND ASSUMPTION OF LEASE AND SECURITY DEPOSIT DATED JUNE 25, 1996 BETWEEN LINCOLN VILLAGE ASSOCIATES AND LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP AND THE CONSENT TO ASSIGNMENT OF LEASE BETWEEN SAID PARTIES AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO DATED AS OF AUGUST 8, 1996 WHICH WERE COLLECTIVELY RECORDED NOVEMBER 24, 1999 AS DOCUMENT NO. 09-109,863. SAID LEASE AS SO AMENDED DEMISES PARCELS A, B AND C DESCRIBED AS FOLLOWS FOR A TERM EXPIRING ON JULY 31, 2010:

PARCEL A:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE 462.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST ALONG SAID NORTHEASTERLY LINE 115.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 9 DEGREES 08 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE, 275.00 FEET; THENCE NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, 115.00 FEET; THENCE SOUTH 8 DEGREES 43 MINUTES 31 SECONDS EAST, 275.01 FEET; THENCE SOUTH 13 DEGREES 49 MINUTES 19 SECONDS WEST, 93.07 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40

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LEGAL DESCRIPTION

NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 9 DEGREES 8 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE, 275.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 9 DEGREES 08 MINUTES 31 SECONDS WEST, 285.00 FEET; THENCE NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, 118.00 FEET; THENCE SOUTH 8 DEGREES 32 MINUTES 20 SECONDS EAST, 285.00 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 29 SECONDS WEST, 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES 57 MINUTES 58 SECONDS WEST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE NORTH SHORE CHANNEL; THENCE NORTH 9 DEGREES 08 MINUTES 31 SECONDS WEST, ALONG SAID WESTERLY LINE, 560.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 9 DEGREES 08 MINUTES 31 SECONDS WEST, 285.00 FEET; THENCE NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, 145.00 FEET; THENCE SOUTH 8 DEGREES 44 MINUTES 24 SECONDS EAST, 285.00 FEET; THENCE SOUTH 80 DEGREES 51 MINUTES 29 SECONDS WEST, 143.00 FEET TO THE POINT OF BEGINNING.

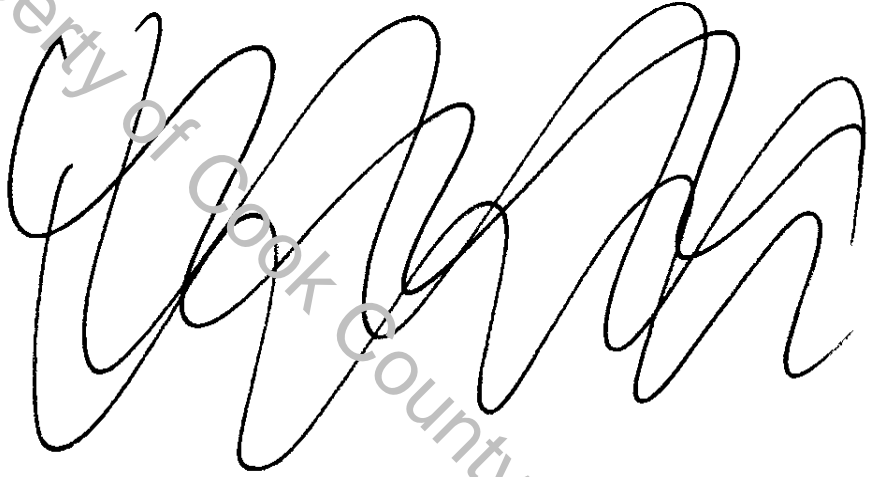
ALL OF SAID PARCELS A, B AND C BEING IN COOK COUNTY, ILLINOIS.

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Schedule B

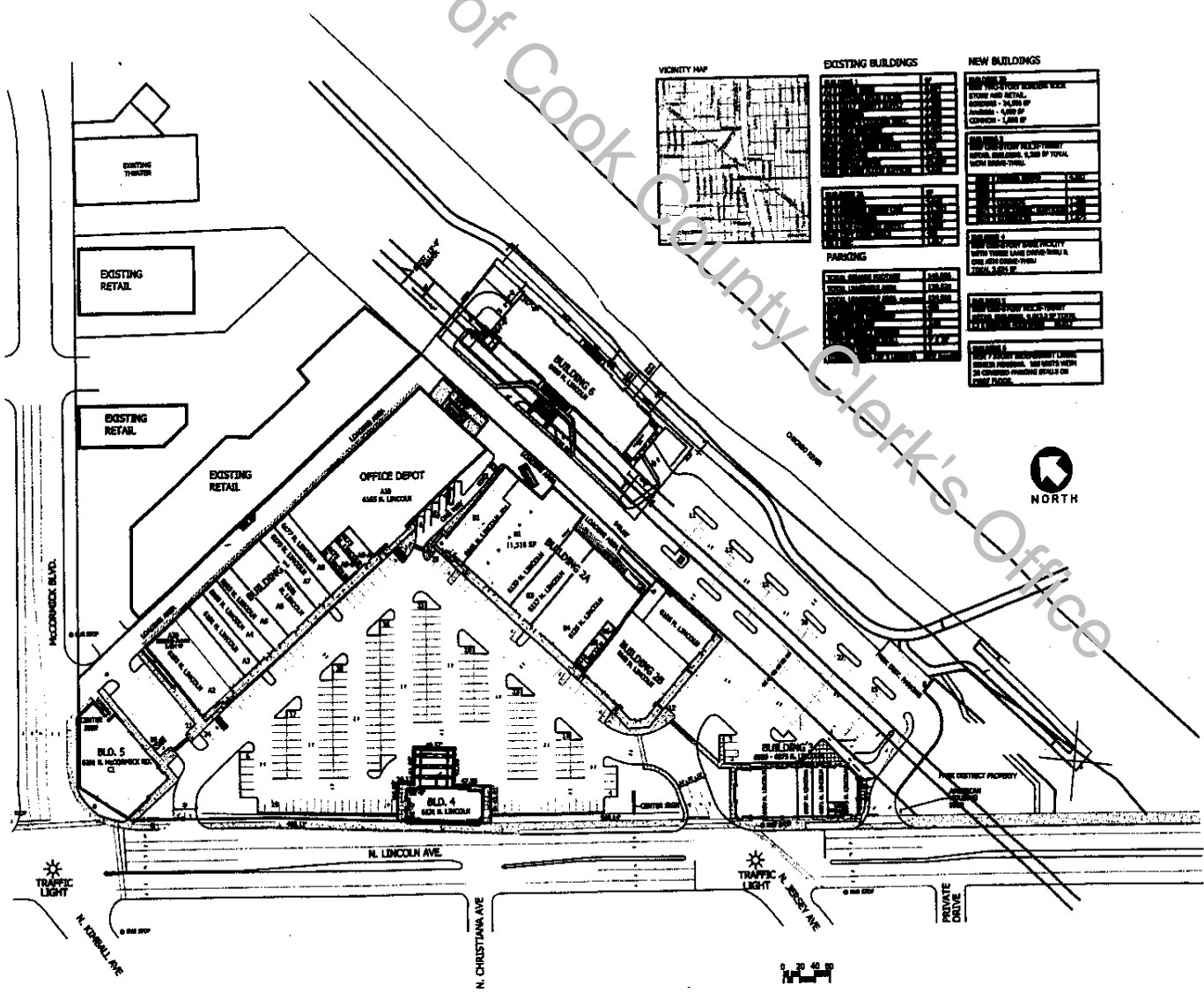
Site Plan of Shopping Center

Property of Cook County Clerk's Office

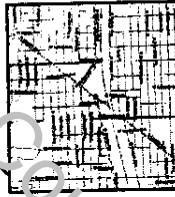


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VICINITY MAP



EXISTING BUILDINGS

EXISTING BUILDING 1	EXISTING BUILDING 2	EXISTING BUILDING 3	EXISTING BUILDING 4	EXISTING BUILDING 5	EXISTING BUILDING 6	EXISTING BUILDING 7	EXISTING BUILDING 8	EXISTING BUILDING 9	EXISTING BUILDING 10
EXISTING BUILDING 11	EXISTING BUILDING 12	EXISTING BUILDING 13	EXISTING BUILDING 14	EXISTING BUILDING 15	EXISTING BUILDING 16	EXISTING BUILDING 17	EXISTING BUILDING 18	EXISTING BUILDING 19	EXISTING BUILDING 20

NEW BUILDINGS

NEW BUILDING 1	NEW BUILDING 2	NEW BUILDING 3	NEW BUILDING 4	NEW BUILDING 5	NEW BUILDING 6	NEW BUILDING 7	NEW BUILDING 8	NEW BUILDING 9	NEW BUILDING 10
NEW BUILDING 11	NEW BUILDING 12	NEW BUILDING 13	NEW BUILDING 14	NEW BUILDING 15	NEW BUILDING 16	NEW BUILDING 17	NEW BUILDING 18	NEW BUILDING 19	NEW BUILDING 20

PARKING

PARKING AREA 1	PARKING AREA 2	PARKING AREA 3	PARKING AREA 4	PARKING AREA 5	PARKING AREA 6	PARKING AREA 7	PARKING AREA 8	PARKING AREA 9	PARKING AREA 10
PARKING AREA 11	PARKING AREA 12	PARKING AREA 13	PARKING AREA 14	PARKING AREA 15	PARKING AREA 16	PARKING AREA 17	PARKING AREA 18	PARKING AREA 19	PARKING AREA 20

LINCOLN VILLAGE SHOPPING CENTER, CHICAGO, ILLINOIS

SITE PLAN