

# UNOFFICIAL COPY



Doc#: 0823334090 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/20/2008 02:23 PM Pg: 1 of 7

This Instrument Prepared By and  
After Recording Please Return To:

Joseph B. Brocato, Esq.  
Pedersen & Houpt  
161 North Clark Street  
Suite 3100  
Chicago, Illinois 60601

## MEMORANDUM OF LEASE

This Memorandum of Lease is by and between SUNSET GROVE, LLC, an Illinois limited liability company ("Landlord") and FIFTH THIRD BANK, a Michigan banking corporation ("Tenant"), pursuant to which Landlord hereby demises to Tenant, and Tenant hereby accepts such demise from Landlord, the Leased Premises (later defined) upon the following terms:

Date of Lease: August 18, 2008.

Legal Description of the real property on which the Leased Premises is located: See Exhibit A attached hereto.

Leased Premises and Drive-Thru Area Cross-Hatched: See Site Plan attached hereto as Exhibit B.

Commencement Date: The Term of this Lease shall commence on the date which is the earlier of (i) Tenant's opening for business to the public at the Leased Premises (as defined in the Lease); or (ii) ninety (90) days after the later to occur of (x) the date on which Tenant obtains all Tenant Approvals (as defined in the Lease) and Landlord obtains the Final PUD/Plat Approval (as defined in the Lease) and all Landlord Permits/Third-Party Approvals (as defined in the Lease), or (y) the date Landlord actually delivers possession of the Premises to Tenant with Landlord's Work (as defined in the Lease), substantially completed and Tenant has accepted the same; provided, however, Tenant shall not be obligated to so accept between November 15-April 15 of any year in compliance with the terms of the Lease; further, provided, however, notwithstanding the foregoing to the contrary, the Commencement Date shall not occur (and shall not be deemed to have occurred) prior to the later of (A) December 1, 2009, or (B) Sunset's Roof Completion (as defined in the Lease), unless Tenant has theretofore opened for business.

Initial Term: Twenty (20) full Lease Years (as defined in the Lease).

Extensions: Four (4), five (5) Lease Year renewal options.

# UNOFFICIAL COPY

## Exclusive:

Landlord agrees that during the Term and any Extension, Tenant shall have the exclusive right in the Shopping Center to operate a financial institution (including, but not limited to, one or more of the following: a bank, savings and loan, trust company, ATMs [provided (x) CVS pharmacy, its successors and assigns (to be located on Lot 7) may have wholly-interior ATMs, and (y) each food user in excess of 5,000 square feet who has a national ATM contract with a financial institution can have one (1) wholly-interior ATM; provided, however, in connection with such qualifying food users, in no event may there ever be, at any time, and otherwise subject to the terms hereof, more than four (4) ATMs in the Shopping Center in the aggregate among such qualifying food users], credit union, checking and deposit account provider, stock brokerage and/or mortgage loan origination company/brokerage) (collectively "Exclusive Uses"), both directly and through subsidiaries and affiliates at the Building and Shopping Center. Sunset Food Mart, Inc. ("Sunset"), its successors and assigns shall not be bound by the Exclusive Uses; provided, notwithstanding the foregoing, Sunset may not have an exterior ATM. This Exclusive Use covenant shall run with the Shopping Center. Landlord agrees to enforce this Exclusive Use covenant against other tenants in the Building and Shopping Center using all reasonable legal means. In the event of a breach by Landlord under this paragraph, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity.

**Shopping Center Restrictions:** Tenant has entered into this Lease in reliance upon representations by Landlord that no part of the Shopping Center shall be used as a massage parlor (other than licensed massage therapists), abortion clinic, or an adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality).

**Easements:** In addition to the Leased Premises, Landlord hereby grants to Tenant, for the Term and any Extensions on a non-exclusive basis and in common with other tenants of the Building and Shopping Center (a) all rights, easements and appurtenances, if any, belonging to Landlord or appertaining to the Shopping Center, (b) a non-exclusive easement to use all such areas of the Shopping Center and Building which Tenant requires for (i) installation, maintenance and operation of sewer, water, gas, power and other utility lines and for heating, ventilation and air conditioning equipment, and (ii) adequate trash receptacle adjacent to the Leased Premises; and (d) an exclusive easement to use the outdoor drive-thru area immediately adjacent to the Premises, which drive-thru area is cross-hatched on **Exhibit B** ("Drive Thru-Area").

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[Signature Page Follows]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

**LANDLORD:**

SUNSET GROVE, LLC  
By its Managing Member

Midam Sunset Grove, LLC, an Illinois limited liability company

By: Michael D. Firsel  
Name: MICHAEL D. FIRSEL  
Title: Manager

**TENANT:**

FIFTH THIRD BANK, a Michigan banking corporation

By: William J. Moran  
Name: WILLIAM J. MORAN  
Title: SVP

By: Mark Jacquette  
Name: MARK JACQUETTE  
Title: V.P.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL D. FIRSEL, Manager of Midam Sunset Grove, LLC, Managing Member of SUNSET GROVE, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such MANAGER he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 1st day of AUGUST, 2008.



Diane C. Clunningham  
Notary Public

STATE OF Ohio )  
 ) SS.  
COUNTY OF Hamilton )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William J. Moran, SVP of FIFTH THIRD BANK, a Michigan banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such SVP he/she signed and delivered the said instrument as his/her 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 official seal, this 1st day of August, 2008.

Caharina McNeill  
Notary Public



**CAHARINA McNEILL**  
Notary Public, State of Ohio  
My Commission Expires  
September 20, 2012

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

**Parcel 1:**

The West 2-1/2 acres of the North 5 acres of the East 1/2 of the East 1/2 of the Northeast 1/4 of Section 30, Township 43 North, Range 11, East of the Third Principal Meridian, in Lake County, Illinois.

**Parcel 2:**

The North 5 acres of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 30, Township 43 North, Range 11, East of the Third Principal Meridian, except that portion of the land taken for road purposes pursuant to Case Number 91ED44, in Lake County, Illinois.

**Parcel 3:**

The South 389.18 feet of the North 718.31 feet (as measured on the East and West lines thereof) of the North 1/2 of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 30, Township 43 North, Range 11, East of the Third Principal Meridian, lying East of the East line of Route 83, except that portion of the land taken for road purposes pursuant to Case Number 91ED43, in Lake County, Illinois.

**Parcel 4:**

The South 389.17 feet of the North 1107.48 feet (as measured on the East and West lines thereof) of that part of the North 1/2 of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 30, Township 43 North, Range 11, East of the Third Principal Meridian, lying East of the East line of Route 83, (except that part condemned for road purposes by proceedings had under Case Number 91ED42), in Lake County, Illinois.

Permanent Real Estate Index Number(s): 15-30-200-002  
15-30-200-030  
15-30-200-031  
15-30-200-032

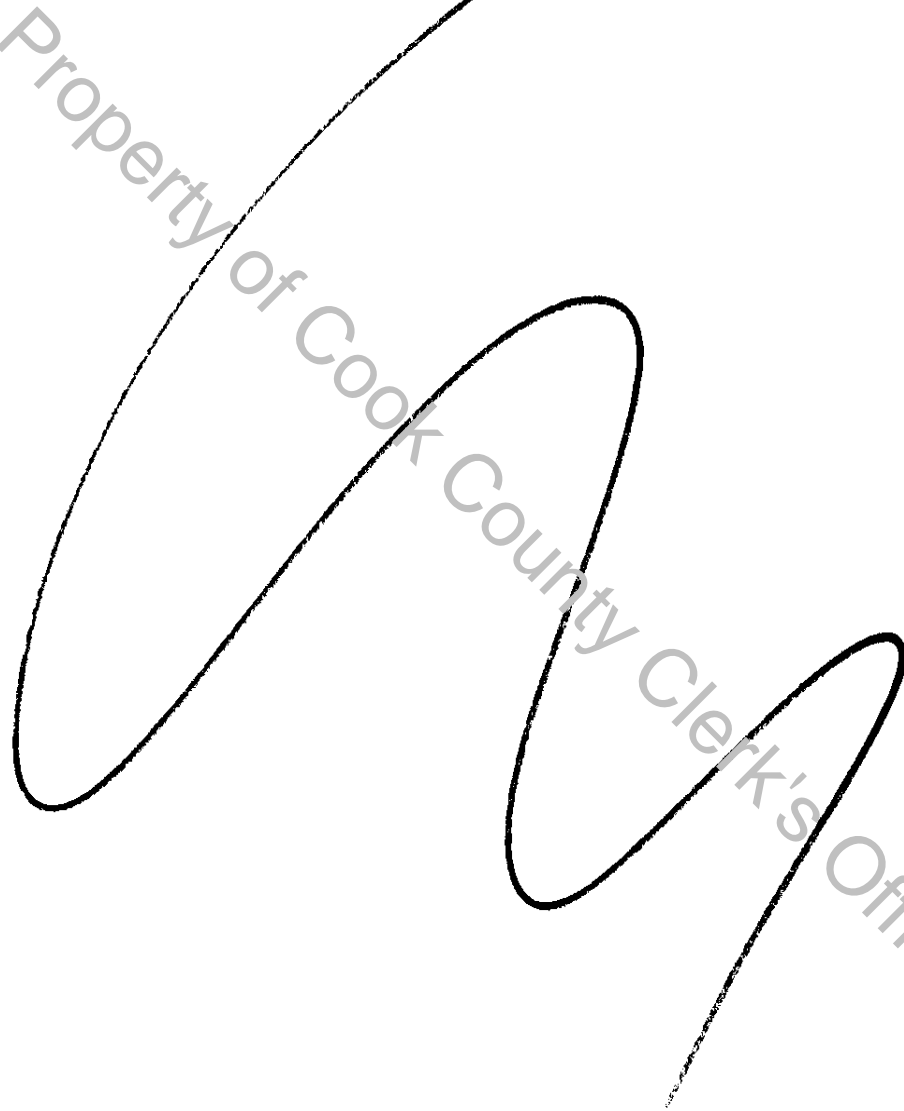
Common Address: SEC Route 83 & Aptakisic  
Long Grove, Illinois

# UNOFFICIAL COPY

**EXHIBIT B**

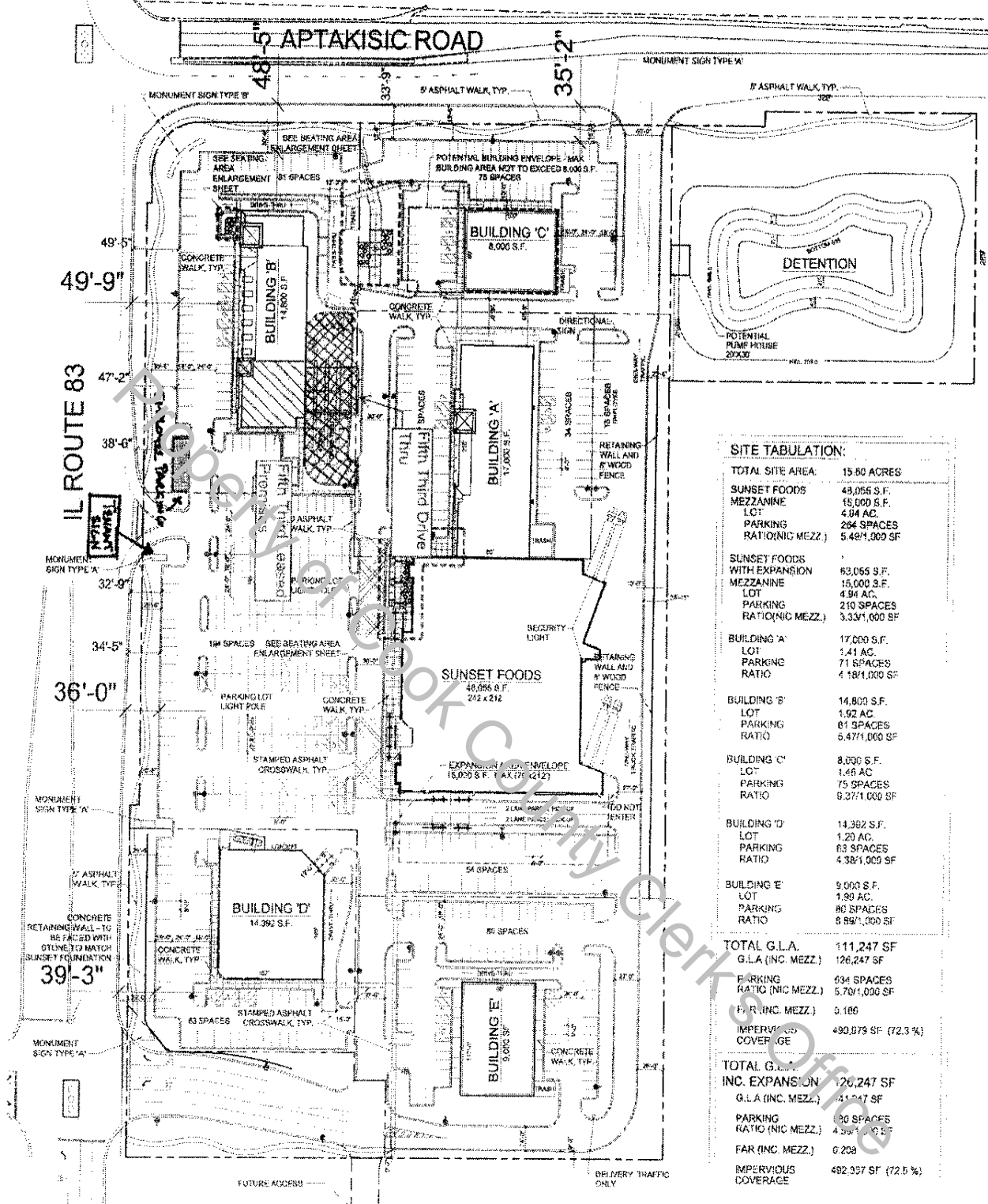
**SITE PLAN**

[See Attached]



Property of Cook County Clerk's Office

# UNOFFICIAL COPY



**SITE TABULATION:**

TOTAL SITE AREA	15.80 ACRES
SUNSET FOODS	48,066 S.F.
MEZZANINE	15,000 S.F.
LOT	4.94 AC.
PARKING	294 SPACES
RATIO (NIC MEZZ.)	5.42/1,000 SF
SUNSET FOODS WITH EXPANSION	63,066 S.F.
MEZZANINE	15,000 S.F.
LOT	4.94 AC.
PARKING	210 SPACES
RATIO (NIC MEZZ.)	3.33/1,000 SF
BUILDING A	17,000 S.F.
LOT	1.41 AC.
PARKING	71 SPACES
RATIO	4.18/1,000 SF
BUILDING B	14,800 S.F.
LOT	1.92 AC.
PARKING	81 SPACES
RATIO	5.47/1,000 SF
BUILDING C	8,000 S.F.
LOT	1.66 AC.
PARKING	75 SPACES
RATIO	0.37/1,000 SF
BUILDING D	14,382 S.F.
LOT	1.20 AC.
PARKING	63 SPACES
RATIO	4.38/1,000 SF
BUILDING E	9,000 S.F.
LOT	1.90 AC.
PARKING	86 SPACES
RATIO	8.89/1,000 SF
TOTAL G.L.A.	111,247 SF
G.L.A. (INC. MEZZ.)	126,247 SF
PARKING	634 SPACES
RATIO (NIC MEZZ.)	5.70/1,000 SF
F.R. (INC. MEZZ.)	0.180
IMPERVIOUS COVERAGE	490,075 SF (72.3%)
TOTAL G.L.A. INC. EXPANSION	126,247 SF
G.L.A. (INC. MEZZ.)	141,247 SF
PARKING	186 SPACES
RATIO (NIC MEZZ.)	4.35/1,000 SF
FAR (INC. MEZZ.)	0.208
IMPERVIOUS COVERAGE	482,337 SF (72.5%)

Statement of Compliance - I have prepared, or caused to be prepared under my supervision, this site plan and state that the measurements and calculations are accurate, to the best of my knowledge and belief and to the extent of my contractual obligation.

*Andy Koglin*  
Andy Koglin

**SITE PLAN**  
SCALE: 1"=100'-0"