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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/07/2009 11:59 AM Pg: 1 of 7

This instrument was prepared by,
and after recording return to:

Michael J. Lusardi
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693

(The Above Space for Recorder's Use Only)

MEMORANDUM OF LEASE

Property of Cook County Clerk's Office

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of August 31, 2009, by and between SOLOMON SCHECHTER DAY SCHOOLS, an Illinois not-for-profit corporation ("Landlord"), and KESHET: JEWISH PARENTS OF CHILDREN WITH SPECIAL NEEDS, an Illinois not-for-profit corporation ("Tenant"), with reference to the following facts:

A. Landlord owns certain real property located in the County of Cook and State of Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Property");

B. Pursuant to that certain unrecorded Lease dated as of August 1, 1994, by and between Landlord and Tenant (the "Lease"), Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, the premises known as the Keshet Wing, consisting of approximately 11,110 square feet of space on the first floor of the building located on the Property (the "Premises"), as more particularly set forth in the Lease; and

C. Landlord and Tenant desire to provide notice to third parties that the Premises is subject to the Lease and Tenant's rights thereunder.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Lease.
2. Lease of the Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term and upon the terms, covenants and conditions contained in the Lease.
3. Term of Lease. The Term of the Lease commenced on August 15, 1994 (the "Commencement Date"), and will expire ninety-nine (99) years from the Commencement Date, subject to Tenant's options to extend the Term.

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4. Additional Covenants. The Lease contains additional covenants, including (a) a right of first refusal in favor of Tenant with respect to the purchase or lease of all or any portion of the Property and (b) options to extend the Term of the Lease in favor of Tenant.
5. Purpose. Landlord and Tenant acknowledge that this Memorandum does not contain all of the terms, covenants or provisions of the Lease but is only intended to provide notice by virtue of being recorded with the Cook County Recorder of Deeds. The Lease shall control and govern with respect to any conflict between the terms or provisions herein set forth and those in the Lease.
6. Binding Effect. The terms and provisions of this Memorandum shall be binding upon and shall inure to the benefit of the respective successors and assigns of Landlord and Tenant.
7. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Memorandum as of the date first above written.

LANDLORD:

SOLOMON SCHECHTER DAY SCHOOLS, an Illinois not-for-profit corporation

By: *Livia P. Foster*
 Name: *Livia P. Foster*
 Title: *Executive Vice President*

TENANT:

KESHET: JEWISH PARENTS OF CHILDREN WITH SPECIAL NEEDS, an Illinois not-for-profit corporation

By: _____
 Name: _____
 Title: _____

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4. Additional Covenants. The Lease contains additional covenants, including (a) a right of first refusal in favor of Tenant with respect to the purchase or lease of all or any portion of the Property and (b) options to extend the Term of the Lease in favor of Tenant.
5. Purpose. Landlord and Tenant acknowledge that this Memorandum does not contain all of the terms, covenants or provisions of the Lease but is only intended to provide notice by virtue of being recorded with the Cook County Recorder of Deeds. The Lease shall control and govern with respect to any conflict between the terms or provisions herein set forth and those in the Lease.
6. Binding Effect. The terms and provisions of this Memorandum shall be binding upon and shall inure to the benefit of the respective successors and assigns of Landlord and Tenant.
7. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized representatives to execute this Memorandum as of the date first above written.

LANDLORD:

**SOLOMON SCHECHTER DAY
SCHOOLS**, an Illinois not-for-profit
corporation

By: *Luigi P. Foster*
Name: *Luigi P. Foster*
Title: *Executive Vice President*

TENANT:

**KESHET: JEWISH PARENTS OF
CHILDREN WITH SPECIAL NEEDS**, an
Illinois not-for-profit corporation

By: *Leah K. Richman*
Name: *Leah K. Richman*
Title: *Secretary*

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On August 31, 2009, before me, RITA S. Meyers, a notary public, personally appeared LINDA R. FOSTER, the Executive VP of Solomon Schechter Day Schools, an Illinois not-for-profit corporation, and he/she, being authorized so to do, executed the foregoing instrument on behalf of Solomon Schechter Day Schools for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Rita S. Meyers

Notary Public in the State of Illinois



My Commission Expires: 4/16/2013

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On _____, 2009, before me, _____, a notary public, personally appeared _____, the _____ of Keshet: Jewish Parents of Children With Special Needs, an Illinois not-for-profit corporation, and he/she, being authorized so to do, executed the foregoing instrument on behalf of Keshet: Jewish Parents of Children With Special Needs for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public in the State of Illinois

My Commission Expires: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On August 31, 2009, before me, RITA S. Meyers, a notary public, personally appeared LINDA R FOSTER, the Executive VP of Solomon Schechter Day Schools, an Illinois not-for-profit corporation, and he/she, being authorized so to do, executed the foregoing instrument on behalf of Solomon Schechter Day Schools for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Rita S. Meyers
Notary Public in the State of Illinois



My Commission Expires: 4/16/2013

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On August 31, 2009, before me, KRISTIN HAMILTON, a notary public, personally appeared Leah K. Richman, the SECRETARY of Keshet: Jewish Parents of Children With Special Needs, an Illinois not-for-profit corporation, and he/she, being authorized so to do, executed the foregoing instrument on behalf of Keshet: Jewish Parents of Children With Special Needs for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Kristin Hamilton
Notary Public in the State of Illinois

My Commission Expires: 4/14/2013



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All in Section 5, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois:

- 1) The West 65 feet of the East 425.65 feet of the South Half of the Southeast Quarter of the Southwest Quarter (except the South 50 feet thereof);
- 2) The West 130 feet of the East 360.65 feet (except the South 50 feet thereof) of the South Half of the Southeast Quarter of the Southwest Quarter;
- 3) The East 3-1/2 acres of the South Half of the Southeast Quarter of the Southwest Quarter, excepting that part described as follows: beginning at a point on the North line of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 5, said point being the Southeast corner of Lot 1 in Block 4 in First Resubdivision of Sky Harbor Industrial Park Unit No. 1; thence Southeasterly along an arc of a circle convex Easterly and having a radius of 400.00 feet for a distance of 17.12 feet to a point of reverse curve; thence continuing Southeasterly along another arc of a circle convex Southwesterly and having a radius of 480 feet for a distance of 87.45 feet to another point of reverse curve; thence continuing Southeasterly along another arc of a circle convex Northeasterly and having radius of 400 feet for a distance of 75.50 feet to a point on the East line of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 5, 172.16 feet South of the Northeast corner thereof; thence North along said East line 172.16 feet to the Northeast corner thereof; thence Westerly along the North line of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 5, 53.84 feet to the point of beginning, excepting the South 50 feet thereof taken for Dundee Road, and also excepting that part described as follows: beginning at a point on the East line of the Southwest Quarter, 50 feet North of the Southeast corner thereof; thence North along said East line 268.34 feet to a point; thence Southwesterly along another arc of a circle convex Southeasterly and having a radius of 400 feet for a distance of 48.56 feet to a point of reverse curve; thence continuing Southerly along another arc of a circle convex Westerly and having a radius of 480 feet for a distance of 161.20 feet to a point of tangency with a line 40 feet West of and parallel with the East line of the Southwest Quarter of said Section 5; thence South along said parallel line 63.89 feet to a line 50 feet North of and parallel with the South line of the Southwest Quarter of said Section 5; thence East along said parallel line 40 feet to the point of beginning.

And also excepting from said Parcel A that part conveyed to the people of the State of Illinois, Department of Transportation by Trustee's Deed recorded July 1, 1987 as Document 87360094, described as follows:

That part of the Southwest 1/4 of Section 5, Township 42 North, Range 12 East of the Third Principal meridian, in Cook County, Illinois, described as follows:

Beginning at the intersection of the North right-of-way line of Dundee Road and the Westerly Right-of-way line of Landwehr Road; thence North 9 degrees 00 minutes 00 seconds East, 40.00 feet along the Westerly right-of-way line of Landwehr Road, parallel with the East line of the

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Southwest 1/4 of said section 5; thence South 31 degrees 49 minutes 28 seconds West, 47.41 feet to a point on the North right-of-way line of Dundee Road; thence North 89 degrees 21 minutes 30 seconds East, 25.00 feet along the North right-of-way line of Dundee Road to the point of beginning, in Cook County, Illinois.

and

That part of the South Half of the Southwest Quarter of the Southeast Quarter of said Section 5 described as follows: beginning at a point of the West line of the South Half of the Southwest Quarter of the Southeast Quarter, 172.16 feet South of the Northwest corner thereof; thence South along said West line 170.24 feet to a point 318.34 feet North of the Southwest corner of the Southeast Quarter of said Section 5; thence Northerly along an arc of a circle convex Easterly and having a radius of 400.00 feet for a distance of 171.55 feet to the point of beginning.

Commonly known as 3210 Dundee Road, Northbrook, Illinois 60062.

PIN: 04-05-304-024-0000