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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/09/2016 12:26 PM Pg: 1 of 7

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MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of May 11th, 2016, by and between 1300 W. DEVON PARTNERS LLC, an Illinois limited liability company, located at 15657 South 70th Court, Orland Park, Illinois 60462 Attention: Matthew Ferrino ("Landlord"), and MARNAT, LLC, an Illinois corporation, d/b/a LOU MALMATIS PIZZERIA, located at 3685 Woodhead Drive, Northbrook, Illinois, 60022, Attention: President ("Tenan").

1. **Leased Premises.** Pursuant to that certain Store Lease dated as of May 11th, 2016 (the "Lease") between Landlord and Tenant, Landlord leases to Tenant, and Tenant leases from Landlord, that certain premises and improvements (the "Leased Premises") known as 1303 W. Devon Avenue, Chicago, Illinois 60660, consisting of approximately 2,000 square feet of Rentable Area (as defined in the Lease). The Leased Premises are a part of a building located on real property commonly known as 1301-1307 West Devon Avenue, Chicago, Illinois (collectively, the "Building"). Landlord is concurrently developing the improvements located at 1319-1325 West Devon Avenue, Chicago, Illinois, consisting of residential units, retail and/or office space and parking spaces (the "Adjacent Building"). The Building and Adjacent Building are legally described in **Exhibit A** attached hereto and the Leased Premises are depicted on **Exhibit B** attached hereto.

2. **Term/Commencement Date.** The term of this Memorandum and the Lease shall commence in accordance with the terms of the Lease, and shall expire on the last day of the tenth (10th) Lease Year (as defined in the Lease), subject to Tenant's right to extend as provided in the following sentence. Tenant is granted two (2) options to extend the original term for additional periods of five (5) years each.

3. **Work Performed by Tenant.** No work performed by, for, or at the direction of, Tenant shall be deemed to be for the use and benefit of Landlord, so all persons performing such work are hereby on notice that no mechanics' or other lien shall be allowed against the estate of Landlord or its principals with reference to the providing of any goods or services with respect thereto.

4. **Interpretation.** Landlord and Tenant further acknowledge and affirm that this Memorandum is not a complete summary of the Lease and is entered into to provide notice to third parties of the existence of the Lease. Accordingly, Landlord and Tenant hereby agree that this Memorandum shall

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not be used in interpreting the Lease provisions and that, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

5. **Exclusive Use.** Landlord represents and warrants to Tenant that no existing tenant or occupant of the Building or the Adjacent Building or other party with rights to operate at the Building or the Adjacent Building has the right to sell pizza. Landlord will not lease space or otherwise grant occupancy rights in the Building or the Adjacent Building to any other person, business, or entity for the preparation or sale of pizza as its primary business, or whose trade name or legal name contains the word "pizza" or "pizzeria." Landlord represents and warrants to Tenant that Landlord's obligations and covenants in this Section 5 do not violate and are not violated by any exclusive or use restriction or any other agreement, lease or document binding upon or affecting the Shopping Center, the Building, the Adjacent Building or Landlord. Landlord shall not change or consent to change any existing tenant's or occupant's or other party's lease in the Building or Adjacent Building (or other agreement permitting occupancy in the Building or the Adjacent Building) to permit the sale of pizza as its primary business or to permit any existing tenant or occupant to use the word "pizza" or "pizzeria" as its trade name or legal name. In the event of a breach of Landlord's representations, warranties or covenants contained in this Section 5, Tenant shall have the rights and remedies set forth in the Lease. Notwithstanding the foregoing, except due to casualty or during the performance of repairs or renovation to the Leased Premises or as required by Laws (as defined in the Lease), if the Leased Premises ceases operation as a pizza restaurant or pizza delivery store at any time during the Lease Term, the exclusive rights granted in this Section 5 shall terminate for the remainder of the Lease Term.

6. **Tenant's Exclusive Parking Area.**

a. Notwithstanding any other provision of the Lease, Landlord grants to Tenant and Tenant's customers, employees, delivery drivers, agents and contractors (collectively, the "Tenant Parking Parties") the exclusive right to use (i) the parking area which contains six (6) parking spaces (including two (2) accessible parking spaces) located at western side of the Building (the "Building Exclusive Parking Area") and (ii) the parking area which contains six (6) parking spaces located at eastern side of the Adjacent Building (the "Adjacent Building Exclusive Parking Area"). The Building Exclusive Parking Area and the Adjacent Building Exclusive Parking Area are collectively referred to as the "Tenant's Exclusive Parking Area"). Tenant's Exclusive Parking Area is shown in the location marked on Exhibit B attached hereto. Tenant shall have the right (but not the obligation) from time to time or all of the time to designate some or all of Tenant's Exclusive Parking Area as fifteen-minute carryout parking spaces for Tenant's customers and Tenant's delivery drivers only. In addition, Tenant shall have the right (but not the obligation) from time to time or all of the time to designate Tenant's Exclusive Parking Area by signs prepared by Tenant at Tenant's cost, which signs may state that any violators will be towed at the owner's expense. Such signs may be attached to the Building and the Adjacent Building, as the case may be, at Tenant's cost pursuant to plans and specifications reasonably approved by Landlord. Tenant shall have the right to enforce the exclusive right of the Tenant Parking Parties to use Tenant's Exclusive Parking Area.

b. If fee simple ownership of the Leased Premises and the Building Exclusive Parking Area is not vested in the same party which is the fee simple owner of the Adjacent Building Exclusive Parking Area (such event is referred to as a "sale of the Adjacent Building") and the fee simple owner of the Adjacent Building Exclusive Parking Area is referred to as the "New Adjacent Building Owner"), then prior to any sale of the Adjacent Building, and during the time that the fee simple owner of the Leased Premises and the Building Exclusive Parking Area is still the fee simple owner of the Adjacent Building, and as a material consideration for Tenant entering into the Lease, Landlord and Tenant hereby acknowledging that Tenant would not enter into the Lease but for use of the entire Tenant's Exclusive Parking Area, Landlord, at its sole cost without including as an Operating Cost, shall cause to be recorded a declaration of easement and covenants (the "Adjacent Building DEC"), reasonably satisfactory in form and substance to Tenant, which shall, among other items, (i) grant to Tenant an exclusive easement to use the Adjacent Building Exclusive Parking Area under the terms granted in this Lease, (ii) obligate the New Adjacent Building Owner to perform the obligations of Landlord with respect to the Adjacent Building Exclusive Parking Area as are set forth in this Lease, (iii) contain Tenant's agreement to pay to the New Adjacent Building Owner the Adjacent Building Exclusive Parking Area Taxes and the Reimbursed Parking Costs with respect to the

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Adjacent Building Exclusive Parking Area, both in the manner and at the times set forth in the Lease, (iv) include the terms of Section 6.03(C) of the Lease, and (v) be binding upon the Building, the fee simple owner of the Building, the Adjacent Building and the New Adjacent Building Owner. Landlord shall furnish Tenant with a copy of the recorded Adjacent Building DEC promptly after such recording. Landlord and Tenant agree that effective on the date of recording the Adjacent Building DEC, the Lease shall be deemed amended such that (a) Landlord shall not be required to pay Taxes due for the Adjacent Building or to perform the obligations in Section 6.03(B) of the Lease with respect to the Adjacent Building Exclusive Parking Area, and (b) Tenant shall no longer be obligated to pay Landlord the Adjacent Building Exclusive Parking Area Taxes and the Reimbursed Parking Costs with respect to the Adjacent Building Exclusive Parking Area. In the event of a breach of Landlord's covenants contained in this Section 6, Tenant shall have such rights and remedies as set forth in the Lease.

[Signatures are on the following pages]

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

LANDLORD:

1300 W. DEVON PARTNERS LLC

By: [Signature]
 Name: Robert Ferrino
 Title: manager

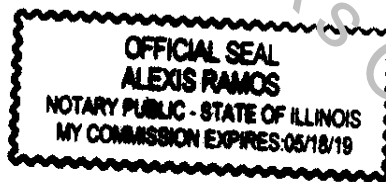
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

BE IT REMEMBERED, that on the 11th day of May, 2016, before me, a Notary Public in and for said County personally appeared Robert Ferrino, the manager of 1300 W. Devon Partners LLC, an Illinois limited liability company, the LANDLORD in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said company and ___ free and voluntary act and deed as said company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Alexis Ramos
 Notary Public

My Commission Expires:
05/18/2019



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EXHIBIT A
To Memorandum of Lease

Legal Description

BUILDING:

LOT 1 IN BLOCK 3 IN BROCKHAUSEN AND FISCHER'S FIRST ADDITION TO EDGEWATER BEING A SUBDIVISION OF THE NORTH 60 RODS OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

14-05-105-014-0000

ADJACENT BUILDING:

PARCEL 1:

ALL OF LOT 36 AND THAT PART OF LOT 35 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT, 1.30 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 8 FEET; THENCE NORTH 0.88 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT; 24.58 FEET; THENCE SOUTH 0.88 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT, 87.925 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID LOT, 1.30 FEET TO THE NORTHEAST CORNER -THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID LOT TO THE NORTHWEST CORNER THEREOF; AND THENCE SOUTH 1.30 FEET TO THE PLACE OF BEGINNING, ALL IN BLOCK 3 IN BROCKHAUSEN AND FISCHER'S FIRST ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE NORTH 60 RODS OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

14-05-105-028-0000

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EXHIBIT B To Memorandum of Lease

Depiction of Leased Premises and Tenant's Exclusive Parking Area

