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1803134081

Prepared By +

WHEN RECORDED, RETURN TO:

Panda Restaurant Group, Inc.
Real Estate Legal Department
1683 Walnut Grove Avenue
Rosemead, CA 91770
Attn: Legal Department

Doc# 1803134081 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/31/2018 01:45 PM PG: 1 OF 7

17021623NC - Tms (1 of 1)
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated this 5th day of December, 2017, by and between CFT NV Developments, LLC, a Nevada limited liability company ("Landlord"), whose mailing address is 1683 Walnut Grove Avenue, Rosemead, CA 91770, and Panda Express, Inc., a California corporation ("Tenant"), whose mailing address is 1683 Walnut Grove Avenue, Rosemead, California 91770.

Landlord hereby grants, demises and leases the property described in **Exhibit "A"** (the "**Premises**") which is located within the Millbrook Shopping Center with an address of 9347-9371 North Milwaukee Ave., Niles, IL 60714 (the "**Shopping Center**"), to Tenant upon the following terms, all of which are more particularly described in that certain lease by and between Landlord and Tenant dated as of December 5, 2017 (the "**Lease**"):

1. **Description of Premises:** See **Exhibit "A"** attached hereto.
2. **Rights Granted:** Landlord shall grant to Tenant all cross-access easements and other easements available to Landlord for the benefit of the Premises that include the non-exclusive right to use portions of the Shopping Center as may be reasonably required now or in the future by Tenant to (i) tie into and use systems installed in the Shopping Center for installation, maintenance and repair of sanitary sewer, water, gas and electric utility lines and related facilities, and easements allowing Tenant to connect to and use the storm sewer line and related facilities and/or to surface drain over the Shopping Center; (ii) allow Tenant, its invitees, licensees, assigns, subtenants and patrons the right to ingress and egress through the Shopping Center, the right to park and the right to use the driveways and common areas for pedestrian and vehicular traffic; and (iii) enter such portions of the Shopping Center as may be reasonably required by Tenant for constructing, maintaining and replacing Tenant's improvements.
3. **Initial Lease Term:** Twenty (20) years.
4. **Renewal Options:** Four (4) additional periods of five (5) years each.
5. **Restrictive Covenants:** On and after the Effective Date, Landlord (including any parent, subsidiary or affiliated entity or agent) shall not enter into any lease covering, or permit the use by any tenant, occupant or user of, any portion of any real property within the Restricted Area to be used (i) for the sale of Asian Food, (ii) for the sale of food served in a buffet format, or (iii) in a way which interferes with access to the Premises or visibility of the Premises (including the Tenant Improvements and signs) (collectively, the "**Restrictive Covenants**"). The term "**Restricted Area**" is defined as real property Landlord (including any parent, subsidiary or affiliated entity or agent) leases, owns or owned on or after the Effective

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Date within the Shopping Center, including, without limitation, any shopping centers adjacent to the Shopping Center. The term "**Asian Food**" shall include Chinese, Japanese (including sushi), Vietnamese, Thai, Hawaiian, Mongolian, Indian, Cajun and Korean foods, food cooked in a wok, food generally recognized as Chinese food, and soy sauce-based food.

6. **Signage Rights:** Tenant shall receive the maximum size and amount of Shopping Center signage as permitted by applicable governmental authorities having jurisdiction, including monument and pylon signage and banners.

7. **Right of First Refusal:** Tenant shall have the right of first refusal to purchase the Premises (or any larger tract of land of which the Premises is a part) on the same terms and conditions as those of any bona fide offer received by Landlord. Notwithstanding the foregoing, the Right of First Refusal shall not apply to any of the following transfers: (i) transfer from Landlord to an entity in which any of the members of Landlord are a principal, (ii) transfer under any will or applicable law of descent, or (ii) transfers to family members or entities of family members of Landlord.

8. **Condemnation:** In the event a taking under the power of eminent domain affects the Premises, Tenant shall have the rights set forth in **Section 32** of the Lease.

These restrictions are for the benefit of Tenant and run with the Premises, the Shopping Center and any real property that Landlord leases or owns on and after the effective date of the Lease located within the Shopping Center and a two (2) mile radius of the exterior boundary of the Premises, and are for the benefit of and binding upon all successive owners and occupants of the Premises, the Shopping Center and any real property that Landlord leases or owns on or after the effective date of the Lease located within the Shopping Center and a two (2) mile radius of the exterior boundary of the Premises.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Witnesses:

Manal Figueroa
 Printed Name: Manal Figueroa
Patrick Salcido
 Printed Name: Patrick Salcido

Witnesses: APPROVED AS TO FORM
 BY: *[Signature]*

Josefina Huang
 Printed Name: Josefina Huang
Kimberly Tien
 Printed Name: Kimberly Tien

LANDLORD:

CFT NV Developments, LLC,
a Nevada limited liability company

By: *[Signature]*
 Printed Name: CHARLIE SHOU
 Title: Manager

TENANT:

PANDA EXPRESS, INC.,
a California corporation

By: *[Signature]*
 Printed Name: Peggy Tsiang Cherng
 Title: Manager

CLERK OF COOK COUNTY Clerk's Office

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ACKNOWLEDGMENT

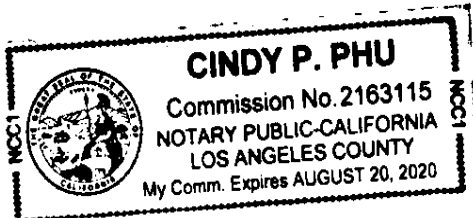
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Los Angeles) ss.

On December 5, 2017, before me, Cindy P. Phu, Notary Public, personally appeared Charlie Shen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.



[Handwritten Signature]

Notary Public in and for the
State of California
My commission expires: August 20, 2020

OFFICE OF COOK COUNTY CLERK'S OFFICE

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ACKNOWLEDGMENT

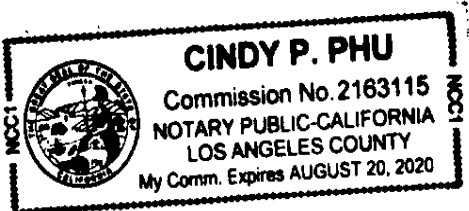
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Los Angeles) ss.

On December 5, 2017, before me, Cindy P. Phu, Notary Public, personally appeared Peggy Tsing Cherng, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.



[Signature]
Notary Public in and for the
State of California
My commission expires: August 20, 2020

PROFESSIONAL CLERK'S OFFICE

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LEASE LINE DESCRIPTION

A TRACT OF LAND IN PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF THE PROPERTY NOW OR FORMERLY OWNED BY STEPHANIE GRAIS BY DEED RECORDED IN TRUSTEES DEED RECORDED AS DOCUMENT 0605916147, DATED 02-28-2006, OF THE COOK COUNTY, ILLINOIS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, WITH THE CENTER LINE OF MILWAUKEE AVENUE, THENCE NORTH 28 DEGREES 35 MINUTES 09 SECONDS WEST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY ERIC COX, PLS 0035-3604, DATED APRIL 8, 2017); A DISTANCE OF 1047.94 FEET; THENCE LEAVING SAID CENTER LINE, NORTH 61 DEGREES 24 MINUTES 51 SECONDS EAST, A DISTANCE OF 55.22 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID MILWAUKEE AVENUE, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 61 DEGREES 24 MINUTES 51 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID GRAIS PROPERTY, A DISTANCE OF 136.92 FEET; THENCE NORTH 28 DEGREES 36 MINUTES 48 SECONDS WEST, A DISTANCE OF 153.83 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING NORTH 14 DEGREES 36 MINUTES 52 SECONDS WEST, A CHORD LENGTH OF 14.51 FEET, AND AN ARC DISTANCE OF 14.66 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CHORD BEARING NORTH 14 DEGREES 36 MINUTES 52 SECONDS WEST, A CHORD LENGTH OF 14.51 FEET, AND AN ARC DISTANCE OF 14.66 FEET; THENCE NORTH 28 DEGREES 36 MINUTES 48 SECONDS WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 61 DEGREES 24 MINUTES 51 SECONDS WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 144.29 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID MILWAUKEE AVENUE; THENCE SOUTH 28 DEGREES 48 MINUTES 16 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 105.78 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS' DIVISION; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 28 DEGREES 36 MINUTES 48 SECONDS EAST, A DISTANCE OF 94.22 FEET TO THE POINT OF BEGINNING, CONTAINING 27,627 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.

ADDRESS: 9347-9371 N. Milwaukee Avenue,
Niles, IL. 60714

09-14-200-039-0000

09-14-203-014-0000

SHERRILL ASSOCIATES, INC.

Surveyors - Engineers - Planners

316 Main Street
Edwardsville, IL 62025

(618) 656-9251
FAX (618) 656-9496



ILLINOIS DESIGN FIRM #184-001238

| NO. | DATE | REV. |
|-------------|----------|---------|
| 1 | 10-11-17 | BNDRY |
| 2 | 1-30-18 | TITLE |
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| | | |
| | | |
| PROJECT NO. | | 1750001 |
| DRAWN | CHECKED | |
| SES | DJS | |
| DATE | 9-20-17 | |

DISCLAIMER OF RESPONSIBILITY
I hereby specify that the documents intended to be authenticated by my seal are limited to this sheet, and I hereby disclaim any responsibility for all other Drawings, Specifications, Estimates, Reports or other Documents or instruments relating to or intended to be used for any part or parts of the engineering project or survey.

SHEET 2 OF 2