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Prepared by:

Perkins Coie LLP
131 S. Dearborn Street
Suite 1700
Chicago, Illinois 60603
Attention: Daniel G.M. Marre

After recording mail to:

Perkins Coie LLP
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Suite 1700
Chicago, Illinois 60603
Attention: Daniel G.M. Marre



1809634076

Doc# 1809634076 Fee \$54.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/06/2018 02:33 PM PG: 1 OF 9

(Space Above For Recorder's Use Only)

AGREEMENT REGARDING ADMINISTRATION OF LEASE

THIS AGREEMENT REGARDING ADMINISTRATION OF LEASE (this "**Agreement**") is made as of April 6th, 2018 between:

- (1) **OPTIMA CENTER CHICAGO LLC**, a Delaware limited liability company ("**OCC I**"); and
- (2) **OPTIMA CENTER CHICAGO II, LLC**, a Delaware limited liability company ("**OCC II**").

RECITALS:

- A. OCC I owns the real property and improvements legally described in Exhibit A attached hereto, located at 200 East Illinois Street, Chicago, Illinois 60611 and commonly known as Optima Chicago Center ("**Optima Center**").
- B. OCC II owns the real property and improvements legally described in Exhibit B attached hereto, located at 220 East Illinois Street, Chicago, Illinois 60611 and commonly known as Optima Signature ("**Optima Signature**").
- C. OCC I and **TEXAS DE BRAZIL (OC CHICAGO) CORPORATION**, an Illinois corporation ("**TdB**"), entered in a lease dated April 7, 2014 (as it may be amended from time to time, the "**Lease**") pursuant to which OCC I leased to TdB certain premises in Optima Center.
- D. Section 1.4(B)(b) of the Lease contains a covenant made by OCC I in favor of TdB pursuant to which OCC I agrees it will not operate or permit any other tenant or occupant to operate any "steakhouse" (as defined in the Lease) in Optima Center or Optima Signature.

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- E. Section 1.1(B)(e) of the Lease provides TdB the opportunity to expand the "Patio Area" (as defined in the Lease) into the "Expanded Patio Area" (as defined in the Lease) with the approval of OCC I (which approval may be withheld by OCC I in its sole discretion).
- F. The Expanded Patio Area is located within Optima Signature.
- G. At the time the Lease was signed, the intention of OCC I and OCC II was to operate Optima Center and Optima Signature as a cohesive development.
- H. OCC I and OCC II wish to enter into this Agreement pursuant to which OCC II will agree not to violate the Exclusive Use (as defined in the Lease) and OCC I will agree not to permit TdB to use the Expanded Patio Area if requested to do so.

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OCC I and OCC II agree as follows:

1. Exclusive Use. OCC II hereby agrees it will not, during any period the Lease is in force, permit any tenant or occupant of Optima Signature to violate the Exclusive Use; provided, however, OCC II shall have the same rights and obligations with respect to a Rogue Tenant (as defined in the Lease) as provided to OCC I in Section 1.4(B)(c) of the Lease.
2. Expanded Patio Area. OCC I hereby acknowledges that the Expanded Patio Area is owned by OCC II and not by OCC I. OCC I therefore agrees it has no right to grant use of the Expanded Patio Area to TdB and will not approve of any use by TdB of the Expanded Patio Area, if such use is requested by TdB, without the prior written approval of OCC II, which approval may be withheld by OCC II in its sole discretion.
3. Termination. This Agreement, and the obligations of OCC I and OCC II hereunder, shall terminate and expire concurrently with the termination or expiration of the Lease.
4. Binding Effect; Remedies. This Agreement shall be binding on the assignees and successors of each of OCC I and OCC II. If a party shall breach any provision of this Agreement, the other party shall have available to it all rights and remedies at law or in equity (including the right to an injunction without the posting of a bond or other collateral). If either party hereto employs an attorney in connection with claims by one party against the other arising from this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection therewith.
5. Miscellaneous.
 - (a) This Agreement may be amended, modified, or supplemented only pursuant to a written agreement signed by both OCC I and OCC II.

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- (b) This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- (c) The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.
- (d) All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule.

[Remainder of page intentionally left blank. Signature page follows.]

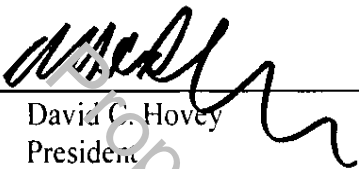
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IN WITNESS WHEREOF, OCC I and OCC II have executed and delivered this Agreement as of the date first written above.

OCC I

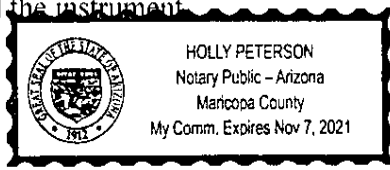
OPTIMA CENTER CHICAGO LLC,
a Delaware limited liability company

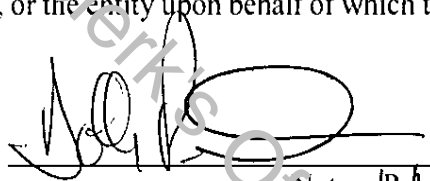
By: 
David C. Hovey
President

STATE OF AZ

COUNTY OF Maricopa

On the 4 day of April, 2018, before me, the undersigned, a notary public in and for said State, personally appeared David C. Hovey, the President of **OPTIMA CENTER CHICAGO LLC**, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in hi./he./their authorized capacity and that, by his/her/their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.




Notary Public
My Commission Expires: 11/7/21

[Signatures continue on following page.]

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EXHIBIT A

THAT PART OF BLOCK 1 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CITYFRONT CENTER, RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, SAID PART OF BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 1, SAID SOUTHWEST CORNER BEING ALSO THE INTERSECTION OF THE NORTH LINE OF EAST ILLINOIS STREET AND THE EAST LINE OF NORTH ST. CLAIR STREET; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 150.16 FEET TO A POINT; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 99.95 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PUBLIC ALLEY, 18.00 FEET WIDE, AS DELINEATED ON SAID PLAT OF CITYFRONT CENTER, WHICH POINT OF INTERSECTION IS 150.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF THE EAST LINE OF ST. CLAIR STREET; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 150.00 FEET TO SAID EAST LINE OF ST. CLAIR STREET; THENCE SOUTH ALONG SAID EAST LINE, BEING ALSO THE WEST LINE OF SAID BLOCK 1 A DISTANCE OF 99.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF SAID BLOCK 1 DEDICATED FOR EAST ILLINOIS STREET, AS SHOWN ON SAID PLAT OF CITYFRONT CENTER, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1 WHICH IS 150.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 25.67 FEET TO AN INTERSECTION WITH THE CURVILINEAR NORTHERLY LINE OF EAST ILLINOIS STREET AS DESCRIBED; THENCE WESTWARDLY ALONG SAID CURVILINEAR LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 17.98 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, SAID PERPENDICULAR LINE FORMING THE WESTERLY LINE OF SAID PART OF EAST ILLINOIS STREET AS DEDICATED; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 13.01 FEET TO SAID SOUTH LINE OF EAST ILLINOIS STREET; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 12.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 200 East Illinois Street
Chicago, Illinois 60611

P.I.N.: 17-10-212-036-0000

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EXHIBIT B

THAT PART OF THE LAND, PROPERTY AND SPACE COMPRISED OF A PART OF BLOCK 1 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CITYFRONT CENTER, RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106320, SAID PART OF THE LAND, PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 217.90 FEET TO THE SOUTH LINE OF SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 222.26 FEET TO A POINT WHICH IS 150.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF BLOCK 1, A DISTANCE OF 99.95 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PUBLIC ALLEY, 18.00 FEET WIDE, AS SAID PUBLIC ALLEY IS DEPICTED ON SAID PLAT OF CITYFRONT CENTER, SAID POINT OF INTERSECTION BEING 150.00 FEET, AS MEASURED ALONG SAID SOUTH LINE, EAST OF THE EAST LINE OF N. ST. CLAIR STREET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF N. ST. CLAIR STREET, A DISTANCE OF 117.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 1; THENCE EAST ALONG SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 222.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PART OF THE PROPERTY AND SPACE OF SAID BLOCK 1 WHICH WAS DEDICATED AS PUBLIC ALLEY PURSUANT TO SAID PLAT OF CITYFRONT CENTER, SAID PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 12.71 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 27.21 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 150.00 FEET, AS MEASURED ALONG THE WESTWARD PROLONGATION OF SAID BLOCK 1, EAST OF THE INTERSECTION OF SAID WESTWARD PROLONGATION WITH THE EAST LINE OF SAID N. ST. CLAIR STREET; THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 24.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. ST. CLAIR STREET, A DISTANCE OF 117.95 FEET TO AN INTERSECTION WITH THE EASTWARD PROLONGATION OF THE SOUTH LINE OF THE PUBLIC ALLEY, 18.00 FEET WIDE, AS SAID ALLEY IS DEPICTED ON SAID PLAT OF CITYFRONT CENTER; THENCE WEST ALONG SAID EASTWARD PROLONGATION, A DISTANCE OF 24.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 150.00 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF N. ST. CLAIR STREET; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 117.95 FEET TO THE POINT OF BEGINNING. AND ALSO EXCEPTING FROM THE ABOVE DESCRIBED LAND, PROPERTY AND SPACE THAT PART DEDICATED FOR E. ILLINOIS STREET PURSUANT TO SAID PLAT OF CITYFRONT CENTER, WHICH PART LIES ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.00 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1 WHICH IS 150.16 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID

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SOUTH LINE OF BLOCK 1, A DISTANCE OF 25.67 FEET TO AN INTERSECTION WITH THE CURVILINEAR NORTHERLY LINE OF E. ILLINOIS STREET AS DEDICATED; THENCE EASTWARDLY AND SOUTHEASTWARDLY ALONG SAID CURVILINEAR LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 125.49 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, SAID PERPENDICULAR LINE FORMING THE EASTERLY LINE OF SAID PART OF E. ILLINOIS STREET AS DEDICATED; THENCE SOUTH ALONG SAID PERPENDICULAR LINE A DISTANCE OF 12.86 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 112.29 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM THE HERETOFORE DESCRIBED PARCEL OF LAND THAT PART OF THE LAND, PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE AN ELEVATION OF 11.34 ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK, WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 117.20 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE; THENCE CONTINUING ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES: WEST 143.77 FEET; SOUTH 20.00 FEET; EAST 6.50 FEET SOUTH 15.49 FEET; EAST 31.64 FEET; SOUTH 65.20 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 1; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 105.63 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO THE NORTH LINE OF SAID BLOCK 1, SAID PERPENDICULAR LINE INTERSECTING THE NORTH LINE OF BLOCK 1 AT A POINT WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 100.70 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM THE HERETOFORE DESCRIBED PARCEL OF LAND THAT PART OF THE LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.50 CCD AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 11.34 ABOVE CCD, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 117.20 FEET; THENCE CONTINUING ALONG LINES, WHICH ARE, PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES: WEST 143.77 FEET; SOUTH 20.00 FEET; EAST 6.50 FEET; SOUTH 15.49 FEET; EAST 31.64 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 65.20 FEET TO THE SOUTH LINE OF SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.07 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, A DISTANCE OF 12.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 1, A DISTANCE OF 11.25 FEET; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 36.91

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FEET TO A POINT WHICH IS 46.90 FEET, MEASURED PERPENDICULARLY, NORTH OF THE SOUTH LINE OF BLOCK 1; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF BLOCK 1, A DISTANCE OF 10.00 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 11.77 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL WITH SAID NORTH LINE OF BLOCK 1 WHICH POINT OF INTERSECTION IS 31.64 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 31.64 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING FROM THE HERETOFORE DESCRIBED PARCEL OF LAND THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CHICAGO CITY DATUM AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION 36.50 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY, OF THAT PART OF BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 107.20 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HERINAFTER DESCRIBED PROPERTY AND SPACE; THENCE CONTINUING ALONG LINES, WHICH ARE, PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES: WEST 168.34 FEET; SOUTH 56.74 FEET; EAST 62.71 FEET; SOUTH 53.96 FEET TO THE SOUTH LINE OF SAID BLOCK 1; THENCE EAST ALONG THE SOUTH LINE OF BLOCK 1, A DISTANCE OF 105.63 FEET TO AN INTERSECTION WITH A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, WHICH PERPENDICULAR LINE INTERSECTS SAID NORTH LINE AT A POINT WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1; THENCE NORTH ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 110.70 FEET TO THE POINT OF BEGINNING.

Property Address: 220 East Illinois Street
Chicago, Illinois 60611

P.I.N.: 17-10-212-037-0000