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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/09/2018 02:40 PM PG: 1 OF 10

MEMORANDUM OF LEASE

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A handwritten signature in black ink, appearing to be 'JSP' or similar initials.

UNOFFICIAL COPY**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (the "Memorandum") is entered into as of this 29th day of July, 2016, by and between SWC 156th LLC, an Illinois limited liability company, whose address is C/o Location Finders International, 9440 Enterprise Drive, Mokena, Illinois 60448 ("Landlord"), and Miller's Ale House, Inc., a Delaware corporation, whose address is 5750 Major Boulevard, Suite 400, Orlando, Florida 32819 ("Tenant").

RECITALS:

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement (hereinafter "Lease") dated July 29, 2016, covering certain real property located in Cook County, State of Illinois, more particularly described as follows:

LOT 2 OF LFI ORLAND PARK CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED Feb 15, 2018 AS DOCUMENT NUMBER 1804629086 IN COOK COUNTY, ILLINOIS. *See Attached Exhibit A*

WHEREAS, Landlord and Tenant desire to memorialize the Lease and set forth certain pertinent Lease data.

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Demise. The Premises have been and are hereby demised and leased by Landlord to Tenant, and taken and accepted by Tenant from Landlord, all pursuant to and in accordance with the Lease.

2. Term. The initial Term of the Lease is one hundred eighty (180) full months as more specifically provided for in the Lease. Tenant has the further right and option to extend the initial Term for three (3) periods of five (5) years each, subject to the provisions and conditions of the Lease.

3. Inconsistent Provisions. The provisions of this Memorandum constitute only a general description of the content of the Lease with respect to matters set forth herein. In the event of any discrepancy between the provisions of the Lease and this Memorandum, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum.

5. Termination of Lease. All rights of Tenant shall terminate upon the expiration or earlier termination of the Lease, which may be evidenced by a written notice of such expiration or termination recorded in the Official Record Books of Cook County, Illinois.

6. Exclusive Use. So long as there is no Tenant Event of Default, then during the Term of this Lease, Landlord or its affiliates shall not operate, nor sell or lease to anyone who intends to operate, a restaurant, a restaurant/bar, or a bar within the Shopping Center (each are independent restrictions):

- a) Is a sports-themed restaurant or sports bar;

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- b) Exhibits more than eight (8) television screens (or other types of viewing screens) for public viewing (only half of which can exceed 60 inches, as measured diagonally);
- c) Offers more than ten (10) different beer taps;
- d) Promotes or advertises sports events on its viewing screens; and/or
- e) Operates with trade name that includes the words "Ale House" within the name or under any one of the following brands: Bar Louie, BJ's Restaurant and Brewhouse, Brickhouse, Buffalo Wild Wings, Carolina Ale House, Champpps, Green Turtle, Hooters, Quaker Steak & Lube, Rock Bottom Brewery, Taco Mac, TGI Friday's, Tilted Kilt, Twin Peaks, Wingstop, Wing House, World of Beers or Yard House.

Tenant represents the Chuy's Restaurant does not violate Tenant's Exclusive Use.

7. Lot 4 Restrictions. During the Term of this Lease, Landlord or its affiliates shall not operate, nor sell or lease to anyone who intends to do any of the following within that portion of the Shopping Center delineated as Lot 4 (each are independent restrictions):

- a) Use as a fitness center or gym;
- b) Contain a building in excess of one story in height, excluding an office or medical use building without Tenant's prior written consent in Tenant's sole and unfettered discretion; and/or
- c) Operate as a restaurant use.

8. Lot 3 Restrictions. During the Term of this Lease so long as Tenant is operating a going concern restaurant at the Premises, Landlord or its affiliates shall not operate, nor sell or lease to anyone who will operate a full service restaurant in excess of 5,000 square feet within that portion of the Shopping Center delineated as Lot 3.

9. Parking Protections. Landlord covenants and agrees that it will not operate or permit any other tenant or occupant to operate any of the following in any portion of the Protected Area: (i) a movie theater, auditorium or other place of public assembly; (ii) school or other place of instruction; (iii) bowling alley or skating rink; (iv) book store in excess of 10,000 square feet; (v) grocery store; (vi) pool hall; (vii) video store; (viii) children's or family entertainment complex or facility; (ix) game room, arcade or other establishment featuring simulator, video, virtual reality, or other games; (x) health club or gym not greater than 5,000 square feet, martial arts, aerobics or fitness studio, provided that this does not prohibit a physical therapy facility under 5,000 square feet where patrons exercise under the supervision of licensed physical therapists, or a health and fitness facility under 2,000 square feet that features supervised exercise and weight loss or weight management services as its primary business, except for a yoga studio, provided that neither may have group classes or sessions of any kind after 5:00 p.m.; (xi) medical clinic; (xii) governmental offices providing on-site services to the general public; (xiii) church, mosque, synagogue or other place of worship; (xiv) night clubs, dance clubs and other similar establishments (including, but not limited to, those catering to teenagers), even where no alcoholic beverages are sold; or (xv) any other use that (without variance) under applicable code requires more than four (4) parking spaces per 1,000 square feet.

10. Obnoxious Use Protections. Landlord covenants and agrees that it will not operate or permit any other tenant or occupant to operate any of the following in any portion of the Shopping Center: (i) an adult entertainment facility, including, but not limited to, an adult bookstore, adult video store, nude or semi-nude entertainment facility, massage parlor, strip show, lingerie exhibition or shop (excluding a Victoria's Secret or similar high quality national retailer), establishment for the sale, rental, display, viewing or exhibition of pornographic or "adult only" materials (including, without limitation, magazines, books, movies, videos and photographs), so called "gentlemen's" club or facility, or any establishment for the sale of items or paraphernalia that are intended to be or commonly are utilized in connection with the use of illegal drugs, provided that this item does not prohibit the sale or rental of "adult" videos or books in connection with a full line national video or book store or the operation of a business providing bonafide massage therapy; (ii) a telemarketing or similar operation, (iii) off-track betting establishment; (iv) a flea market or second hand store; (v) any use which is a public or private nuisance, any use which produces noise or sound that is

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objectionable due to intermittence, beat, frequency, shrillness or loudness, any use which produces obnoxious odors (excluding typical restaurant odors), any use which produces an excessive quantity of dust, dirt, or fly ash, any use which produces fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks, any use which produces noxious, toxic, caustic or corrosive fuel or gas, any industrial, distillation, refining, smelting, recycling, agriculture, manufacturing, assembling, drilling, mining or subsurface operations; (vi) any mobile home or trailer court, junk yard, stock yard or animal raising operation; provided that this item shall not prohibit pet shops or veterinary offices located at least 150 feet from the Premises; (vii) any place of gathering for temporary or day labor; (viii) any paycheck advance, check cashing or similar establishment open past 9:00 p.m.; (ix) any collection, dumping or storage of garbage, junk, recyclable materials or refuse, other than that produced in connection with the businesses being operated within, or the operation of, the Shopping Center and disposed of in enclosed receptacles intended for such purpose; (x) any use that might impact or restrict, or result in the revocation of Tenant's license to sell alcoholic beverages; or (xi) any cemetery, crematorium, mausoleum, mortuary, funeral parlor or similar service establishment.

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EXHIBIT A

UPDATED LEGAL DESCRIPTION

Lot 2 in the Final Plat of Subdivision Lagrange Retail Development being part of the Southeast Quarter of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat thereof, recorded February 15, 2018 as Document #1804629086, in Cook County, Illinois.

Common Address: 15610 S. LaGrange Road, Orland Park, IL 60462

PIN: 27-16-401-004-0000

27-16-401-005-0000

27-16-401-008-0000

27-16-401-011-0000

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EXHIBIT D-1
SHOPPING CENTER SITE PLAN

[See following page]

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