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PREPARED BY
AND WHEN RECORDED, MAIL TO:

Strategic Leasing Law Group, LLP
10 South Riverside Plaza
Suite 1830
Chicago, Illinois 60606
Attn: Glen R. Cornblath, Esq.

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/10/2018 11:35 AM PG: 1 OF 7

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of March 16th, 2018, by and between SPIRIT MT BROADVIEW IL, LLC, a Delaware limited liability company, formerly known as Cole MT Broadview IL, LLC, located at 2727 North Harwood Street, Suite 300, Dallas, Texas 75201 ("Landlord"), and MARNAT, LLC, an Illinois limited liability company, d/b/a LOU MALNATI'S PIZZERIA, located at 3685 Woodhead Drive, Northbrook, Illinois, 60022, Attention: President ("Tenant").

1. **Leased Premises.** Pursuant to that certain Store Lease dated as of March 9, 2018 (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 7550 Broadview Village Square, Broadview, Illinois 60155, consisting of approximately 1,820 square feet of Rentable Area (as defined in the Lease). The Leased Premises are located in a building, which, together with the adjacent parking lot and land on which the building and appurtenances are located, is referred to herein as the "Outlot." The Outlot is a part of the shopping center located at the northeast corner of West Cermak Road and South 17th Avenue, Broadview, Illinois 60155 and commonly known as "Broadview Village Shopping Center" (the "Shopping Center"). The Shopping Center is 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 three (3) 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 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 will not lease space or otherwise grant occupancy rights in the Outlot 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" ("Exclusive Use"), provided that the foregoing shall not preclude Landlord from entering into a lease for space at the Outlet for a full

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service, sit down Italian restaurant whose menu includes pizza, but does not primarily serve pizza, provided such restaurant's trade name and legal name shall not contain 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 or Landlord. Landlord shall not change or consent to change (to the extent Landlord has the right to withhold such consent) any existing tenant's or occupant's or other party's lease (or other agreement permitting occupancy in the Shopping Center) to violate the Exclusive Use.

6. **Night Time Parking.** If, at any time, Tenant determines in its reasonable judgment that a Parking Intensive Tenant (defined below) has caused Tenant to need reserved night time parking, then within ten (10) days after notice from Tenant, Landlord shall mark five (5) parking spaces ("15 Minute Parking Spaces") as temporary parking for no more than 15 minutes, which 15 Minute Parking Spaces shall be located in the location marked on **Exhibit A** attached hereto. Tenant shall have the right (but not the obligation) from time to time or all of the time after such notice to Landlord to designate the 15 Minute Parking Spaces as fifteen-minute temporary parking spaces by movable signs prepared by Tenant, at Tenant's sole cost and expense, and put in place by Tenant after 5:00 PM and only during Tenant's hours of operation. "Parking Intensive Tenant" shall mean a tenant or occupant of the Outlot, but specifically excluding the tenants of the Outlot as of the date of this Lease, which tenant or occupant has a use that utilizes parking more intensively after 5:00 p.m. than an average retail tenant, as determined by Tenant in its reasonable discretion. As an example, and without limiting the generality of the foregoing, a sports bar featuring game nights and evening entertainment is a Parking Intensive Tenant.

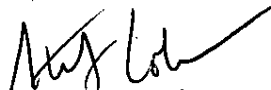
[Signatures are on the following pages]

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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.

TENANT:

MARNAT, LLC

By: 
Name: STUART COHEN
Title: VEEC - CHAIRMAN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BE IT REMEMBERED, that on the 15th day of MARCH, 2018, before me, a Notary Public in and for said County personally appeared STUART COHEN, the VEEC-CHAIRMAN, of MARNAT, LLC, an Illinois limited liability company, the TENANT in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his free and voluntary act and deed as said officer 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.


Notary Public

My Commission Expires: 11/16/2021



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EXHIBIT A To Memorandum of Lease

Legal Description

Parcel 1:

Lot 10 in Broadview Village Square, being a subdivision of part of the Southeast 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 8, 1994 as Document Number 94212972, in Cook County, Illinois.

Parcel 2:

Lots 2, 8, and 9 (except that part of Lot 9, described by commencing at the Northwest corner of Lot 7 of said Broadview Village Square; thence South 00 degrees 05 minutes 44 seconds West along the West line of said Lot 7, 79.84 feet for the point of beginning; thence North 89 degrees 54 minutes 16 seconds West, 10.08 feet; thence North 00 degrees 05 minutes 44 seconds West, 7.33 feet; thence North 89 degrees 54 minutes 16 seconds West, 115.00 feet; thence South 45 degrees 05 minutes 44 seconds West, 35.36 feet; thence South 00 degrees 05 minutes 44 seconds West, 117.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 25.00 feet; thence South 00 degrees 05 minutes 44 seconds West, 32.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 125.08 feet to a point on the West line of Lot 7 in said Broadview Village Square; thence North 00 degrees 05 minutes 44 seconds East along the West line of said Lot 7 in Broadview Village Square, 167.67 feet to the point of beginning), and Lot 12 in Broadview Village Square, being a subdivision of part of the Southeast 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 8, 1994 as Document Number 94212972, in Cook County, Illinois.

Parcel 3:

Portions of the following described lots of Broadview Village Square, being a subdivision of the Southeast 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 8, 1994 as Document Number 94212972 with the Cook County Recorder of Deeds:

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Lot 3 and Lot 4 (except that part described as follows:

The North 165.58 feet of Lot 4 in Broadview Village Square, being a subdivision of the Southeast 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded March 8, 1994 as Document Number 94212972, said exception being further described by commencing at the Southwest corner of the Southeast 1/4 of said Section 22; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southeast 1/4, 444.36 feet to a point on the extension of the North line of said Lot 4; thence South 89 degrees 54 minutes 16 seconds East along said extension, 60.00 feet to the Northwest corner of Lot 4 for the point of beginning; thence continuing South 89 degrees 54 minutes 16 seconds East along the North line of Lot 4, 363.63 feet; thence South 29 degrees 21 minutes 26 seconds West, 60.42 feet to a point of curvature; thence Southerly along a tangential curve to the East having a radius of 500.00 feet, an arc distance of 121.23 feet (the long chord bearing South 22 degrees 24 minutes 41 seconds West, 120.94 feet) to the South line of the North 164.58 feet of Lot 4; thence North 89 degrees 54 minutes 16 seconds West along said South line, 287.91 feet to the West line of Lot 4, said line being 60.00 feet East of and parallel with the West line of said Southeast 1/4; thence North 00 degrees 00 minutes 00 seconds East along said West line of Lot 4, 164.58 feet to the point of beginning), in Cook County, Illinois.

Parcel 4:

A portion of Lot 9 described as follows:

Commencing at the Northwest corner of Lot 7 of said Broadview Village Square; thence South 00 degrees 05 minutes 44 seconds West along the West line of said Lot 7, 79.84 feet for a point of beginning; thence North 89 degrees 54 minutes 16 seconds West, 10.08 feet; thence North 00 degrees 05 minutes 44 seconds East, 7.33 feet; thence North 89 degrees 54 minutes 16 seconds West, 115.00 feet; thence South 45 degrees 05 minutes 44 seconds West, 35.36 feet; thence South 00 degrees 05 minutes 44 seconds West, 117.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 25.00 feet; thence South 00 degrees 05 minutes 44 seconds West 32.50 feet; thence South 89 degrees 54 minutes 16 seconds East, 125.00 feet to a point on the West line of said Broadview Village Square; thence North 00 degrees 05 minutes 44 seconds East, along the West line of said Lot 7 in Broadview Village Square, 167.67 feet, to the point of beginning, in Cook County, Illinois.

Parcel 5:

Non-Exclusive Easements for the benefit of Parcels 1, 2, 3, and 4 for ingress and egress for pedestrian and vehicular access and for utilities as set forth in the Operation and Easement Agreement dated July 20, 1993 and recorded September 2, 1993 as Document Number 93703155 over and across Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in Broadview Village Square aforesaid.

Common Address: 7550 Broadview Village Square, Broadview, Illinois 60153

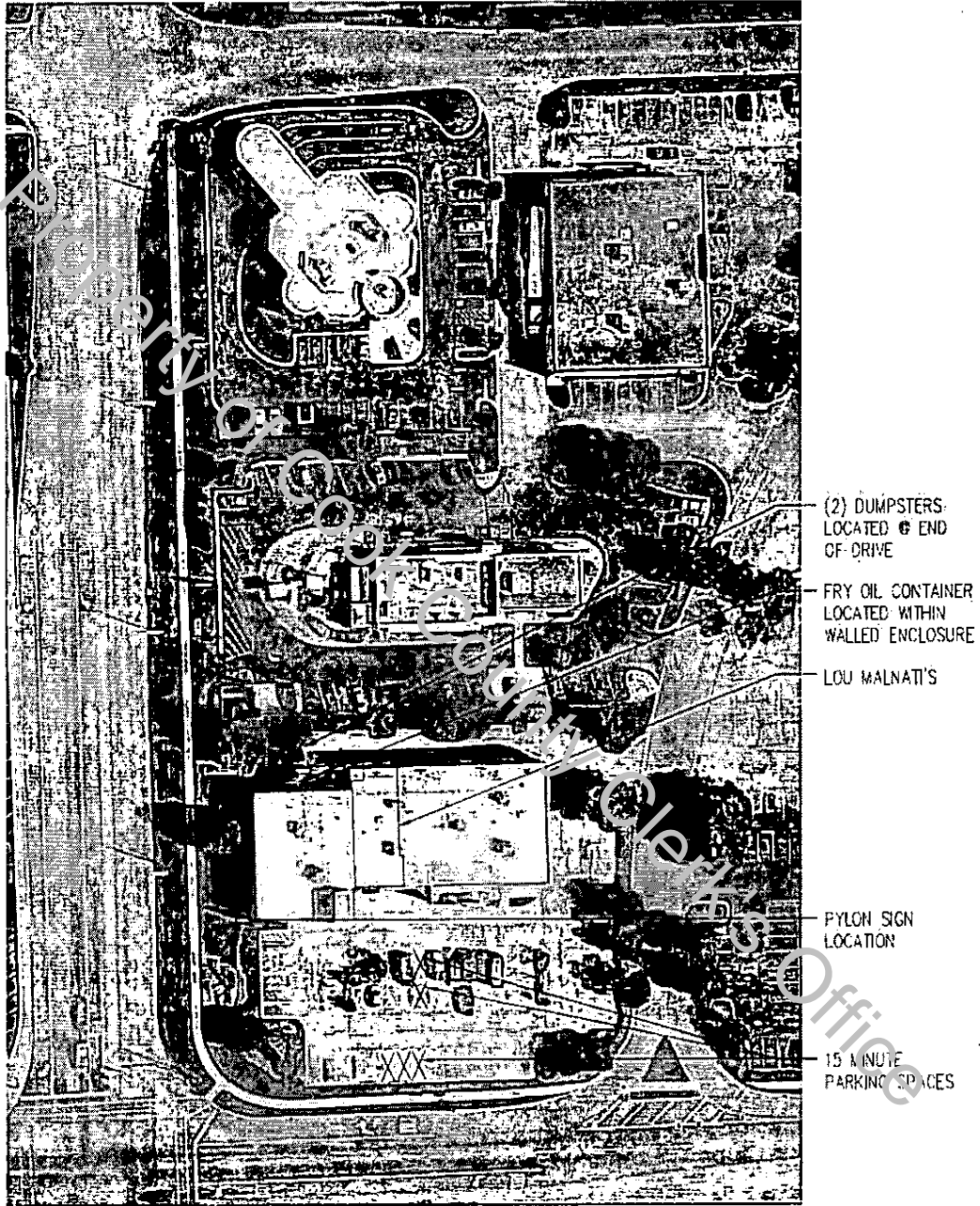
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EXHIBIT B To Memorandum of Lease

Depiction of Leased Premises



Leased Premises is marked as "Lou Malnati's" above.

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