

UNOFFICIAL COPY



Doc# 1835419030 Fee \$52.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/20/2018 12:02 PM PG: 1 OF 8

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.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of December 10, 2018, by and between FAMILY VIDEO MOVIE CLUB, INC., an Illinois corporation, located at 2500 Lehigh Avenue, Glenview, Illinois 60026 ("Landlord"), and MARNAT, LLC, an Illinois limited liability company, d/b/a LOL 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 _____, 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 3120 Glenview Road, Glenview, Illinois 60025, consisting of approximately 1,733 square feet of Rentable Area (as defined in the Lease). The Leased Premises are a part of the shopping center located at 3120-3226 Glenview Road, Glenview, Illinois 60025 (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 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 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 Shopping Center or other party with rights to operate at the Shopping Center has the right to sell pizza. Landlord will not lease space or otherwise grant occupancy rights in the Shopping Center or adjacent retail area owned by Landlord or any affiliate of Landlord, if any, 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

SLLG:4848-8364-1474.1
MARNAT / 18
Glenview (Memo of Lease) GRC
12/07/2018

UNOFFICIAL COPY

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 or Landlord. Landlord shall not change or consent to change any existing tenant's or occupant's or other party's lease (or other agreement permitting occupancy in the Shopping Center) to permit the sale of pizza or to permit any existing tenant or occupant to use the word "pizza" or "pizzeria" as its trade name or legal name. Subject to the foregoing exclusive right granted to Tenant, Landlord reserves the absolute right to effect other tenancies in the Shopping Center, whether as occupants of leasable space or as kiosks or vending machines or other self-service equipment (but subject to the terms of the Lease), as Landlord shall determine in the exercise of its sole business judgment, including any business affiliated in any way with Landlord

6. Night Time Parking. Landlord shall permit Tenant to reserve eight (8) parking spaces for the exclusive use by Tenant, its customers and delivery drivers after 5:00 PM, which exclusive parking spaces shall be located in the location marked on **Exhibit B** attached hereto. If, at any time, Tenant determines in its reasonable judgment that Tenant must reserve night time parking, Tenant shall have the right (but not the obligation) from time to time or all of the time to designate such spaces as fifteen-minute carryout parking spaces for Tenant's customers and Tenant's delivery drivers only and that any violators will be towed at the owner's expense. Tenant, at its sole cost, shall have the right to enforce Tenant's and its customers' exclusive rights to use such parking spaces. Such parking spaces may be designated 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 such that the movable signs shall be removed by the close of Tenant's business on any given night that such movable signs are used. Landlord shall not be responsible for enforcing or policing the exclusive rights to use such parking spaces provided in this Section 6.

[Signatures are on the following pages]

UNOFFICIAL COPY

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

LANDLORD:

FAMILY VIDEO MOVIE CLUB, INC.

By: KA Hoogland
Name: KA Hoogland
Title: President

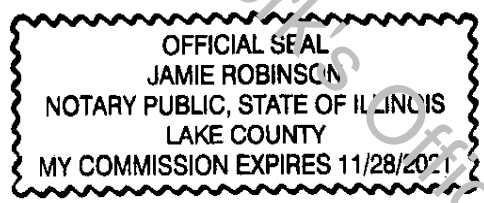
STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

BE IT REMEMBERED, that on the 7th day of December 2018, before me, a Notary Public in and for said County personally appeared KA Hoogland, the President of FAMILY VIDEO MOVIE CLUB, INC., an Illinois corporation, the LANDLORD in the foregoing Memorandum of Lease, who acknowledged that the signing thereof was the duly authorized act and deed of said corporation and his/her free and voluntary act and deed as said President 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.

Jamie Robinson
Notary Public

My Commission Expires: 11/28/21

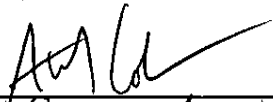


UNOFFICIAL COPY

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: VICE-CHAIRMAN

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

BE IT REMEMBERED, that on the 10th day of December, 2018, before me, a Notary Public in and for said County personally appeared STUART COHEN, the VICE-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



UNOFFICIAL COPY

EXHIBIT A
To Memorandum of Lease

Legal Description

Lot 1 in Family Video Movie Club Subdivision, being a subdivision of the following described real estate:
The North 175 feet of the South 225 feet of the West ½ of the Southwest ¼ of the Northeast ¼ of Section
33, Township 42 North, Range 12, East of the Third Principal Meridian (except the West 200 feet thereof),
which Plat of Subdivision was recorded as document number 0407518091, in Cook County, Illinois.

Common Address: 3120-3226 Glenview Road, Glenview, Illinois

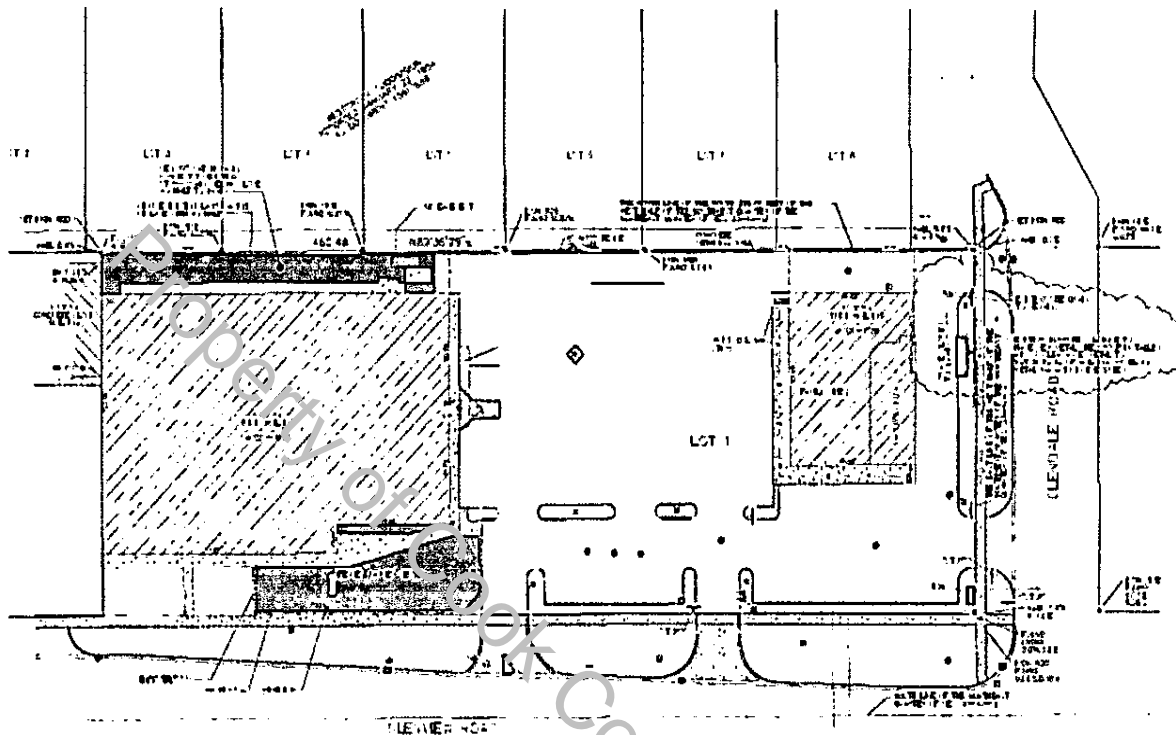
PIN: 04-33-204-010-0000

SLLG:4848-8364-1474.1
MARNAT / 18
Glenview (Memo of Lease) GRC
12/07/2018

UNOFFICIAL COPY

EXHIBIT B To Memorandum of Lease

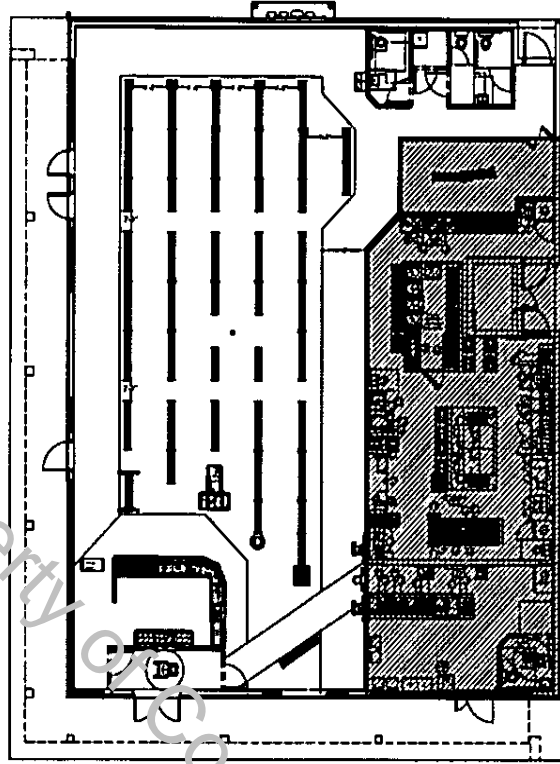
Depiction of Leased Premises



The Leased Premises are shown above approximately in the location marked "Marco's Pizza." A more detailed lease plan is attached on page 2 of this **Exhibit B**.

SLLG:4848-8364-1747.1
MARNAT / 18
Glenview (Memo of Lease) GRC
12/07/2018

UNOFFICIAL COPY



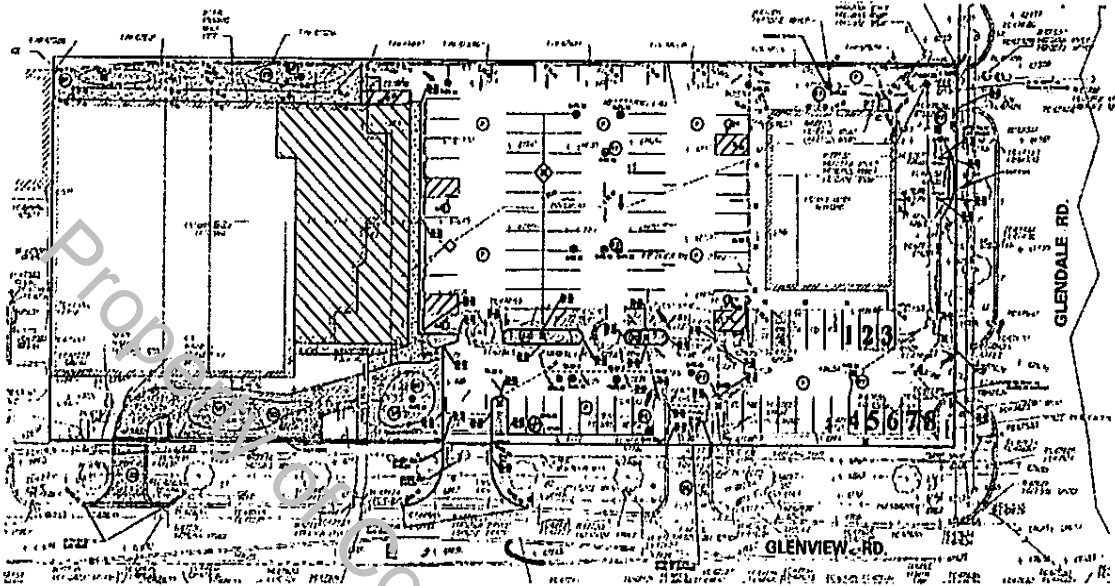
The Leased Premises is shaded.

SLLG:4848-8364-1747.1
MARNAT / 18
Glenview (Memo of Lease) GRC
12/07/2018

EXHIBIT B TO MEMORANDUM OF LEASE

UNOFFICIAL COPY

EXHIBIT C To Memorandum of Lease Exclusive Parking Spaces



The parking spaces marked 1 – 8 above are the exclusive parking spaces subject to the terms of Section 5 of the Memorandum of Lease to which this Exhibit is attached. The plan of the Shopping Center shown above is not intended to indicate the location of the Leased Premises.

SLLG:4848-8364-1747.1
 MARNAT / 18
 Glenview (Memo of Lease) GRC
 12/07/2018