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**THIS DOCUMENT PREPARED BY:**

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**AFTER RECORDING RETURN TO:**

Stacy Engles Wipfler  
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St. Louis, MO 63105

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EDWARD H. NOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/19/2019 01:57 PM PG: 1 OF 8

**Property Address:**

Sawmill Station Shopping Center  
(f/k/a Prairie View Plaza)  
6701 - 6939 Dempster Street  
Morton Grove, Illinois

10-19-103-001-0000

PIN: ~~10-19-103-0000~~; 10-19-200-007-000 and part of 10-19-200-010-0000

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**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (this "Memorandum") is dated as of the 28th day of June, 2019 by and between **IM KENSINGTON MG LLC**, a Delaware limited liability company ("Landlord") and **FLIX BREWHOUSE MGR LLC**, an Illinois limited liability company (the "Tenant").

**RECITALS:**

Landlord is the fee owner of certain real property and improvements situated in Cook County, Illinois and more particularly described on **Exhibit A** attached hereto (the "Land") on which a shopping center will be redeveloped as part of a mixed-use development commonly known as "Sawmill Station" in Morton Grove, Illinois (the "Shopping Center").

Pursuant to that certain Shopping Center Lease dated as of June 28, 2019 between Landlord and Tenant (the "Lease"), Landlord has leased to Tenant a portion of the Shopping Center, approximately as depicted on **Exhibit B** attached hereto (the "Leased Premises").

For notice purposes only, the parties hereby confirm that:

1. The Term of the Lease shall commence on the Commencement Date (as defined in the Lease) and expire on the last day of the seventeenth (17th) year.
2. The Lease contains three (3) consecutive options to extend the Term for additional periods of five (5) years each.
3. The Lease provides that for so long as (i) the Lease is in full force and effect, (ii) no Tenant default exists hereunder beyond all applicable notice and cure periods, (iii) the original named Tenant has not assigned this Lease or sublet any portion of the Leased Premises other than pursuant to a Permitted Transfer, and (iv) Tenant has not lapsed its conduct of the Permitted Use for more than sixty (60)

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consecutive days (other than for Permitted Closures) or for shorter durations on a repetitive basis to technically avoid violating the foregoing 60-day period (excluding Permitted Closures), Landlord agrees that Landlord will not enter into any lease for space or, to the extent within Landlord's control, permit any use (A) in the Shopping Center: (1) for the exhibition of motion pictures on a vertical surface area exceeding 150 square feet on any one screen more frequently than five (5) times per month, or (2) for the on-premises production of beer; or (B) in any other center or development in Landlord's Control located within three (3) miles from the Shopping Center (the "Landlord Control Area") for a dine-in movie theater (clauses (A) and (B) are collectively, "**Tenant's Exclusive**").

Notwithstanding the foregoing, Tenant acknowledges and agrees that:

(a) a grocery store tenant operating in at least 25,000 square feet of GLA in the Shopping Center may produce beer on premises for (A) sale for off-premises consumption without limitation, and (B) limited on-premises consumption consisting of a tasting room or area; and

(b) the portion of Tenant's Exclusive related solely to a dine-in movie theater in the Landlord Control Area in clause (B) in the first paragraph of this Section 4 will not apply (A) to any successor Landlord if the Premises or a larger portion of the Shopping Center including the Premises are sold by the initial named Landlord hereunder, (B) to any center or development where Landlord only has a non-Control interest such as a passive investment as a shareholder of stock or as a minority investment in an entity that Landlord does not Control, or (C) with respect to any center or development that Landlord owns as of the Effective Date or acquires after the Effective Date, in each case which is located within the Landlord Control Area, to the extent such center or development has a dine-in movie theater as of the Effective Date (with respect to an existing center or development that Landlord Controls, or as of the date of Landlord's acquisition after the Effective Date.

4. This Memorandum is made solely for purposes of creating record notice of the existence of the Lease and of certain rights granted to Tenant and does not in any manner amend, enlarge or reduce the respective rights, privileges, liabilities or obligations of Landlord or Tenant under the Lease. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such words in the Lease.

5. This Memorandum may be signed in multiple counterparts, each of which constitute an original and, taken together, shall constitute a single agreement.

*[remainder of page left intentionally blank; signature pages to follow]*

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TENANT:

**FLIX BREWHOUSE MGR LLC,**  
an Illinois limited liability company

By: Allen L. Reagan  
Name: Allen L. Reagan  
Its: CEO

STATE OF Texas )  
  ) SS:  
COUNTY OF Williamson )

On June 10, 2019 before me, Lisa Marie Laberge personally appeared Allen L. Reagan the CEO of Flix Brewhouse MGR LLC who signed the above-referenced Instrument in my presence and who 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the persons acted executed this instrument.

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

WITNESS my hand and official seal.

Lisa Marie Laberge  
Notary Public



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The parties hereto have caused this Memorandum to be executed as of the date first above written.

LANDLORD:

IM KENSINGTON MG LLC,  
a Delaware limited liability company

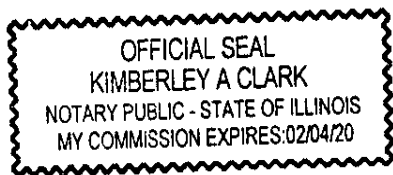
By: [Signature]  
Name: ROBERT GOLLO  
Its: AUTHORIZED SIGNATORY

STATE OF Illinois )  
  ) SS:  
COUNTY OF Cook )

On June 29<sup>th</sup>, 2019, before me, Kimberly Clark, personally appeared Robert Gollo, the Authorized Signatory of IM Kensington MG LLC who signed the above-referenced Instrument in my presence and who 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 executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the persons acted executed this instrument.

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

WITNESS my hand and official seal.



Kimberley A. Clark  
Notary Public

[Signatures Continue on Following Page]

[Signature Page to Memorandum of Lease]

Flix Brewhouse MOL  
Sawmill Station Shopping Center  
Morton Grove, IL

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## EXHIBIT A

### LEGAL DESCRIPTION OF SHOPPING CENTER

THAT PART OF LOT 1 OF WHITE'S SUBDIVISION IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (ALL REFERENCES TO DEEDS, MICROFICHE, PLATS, SURVEYS, ETC. REFER TO THE RECORDS OF THE COOK COUNTY RECORDER'S OFFICE, UNLESS OTHERWISE NOTED) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 763.00 FEET OF THE EAST 26.31 ACRES OF SAID LOT 1 WITH THE NORTH LINE OF SAID LOT 1;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 45 MINUTES 01 SECOND WEST, A DISTANCE OF 50.01 FEET TO A POINT ON THE SOUTH LINE OF DEMPSTER STREET AS REFERENCED IN DOCUMENT NUMBER 11634381;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 757.08 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 1;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 89 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 257.07 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE OF LOT 1, SOUTH 89 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 1248.00 FEET TO A POINT ON THE EAST LINE OF WAUKEGAN ROAD AS REFERENCED IN DOCUMENT NUMBER 19952575;

THENCE ALONG THE EAST LINE OF WAUKEGAN ROAD AND THE SOUTH LINE OF DEMPSTER STREET, BOTH AS REFERENCED IN DOCUMENT NUMBER 19952575, THE FOLLOWING SIX (6) COURSES:

- 1) NORTH 00 DEGREES 47 MINUTES 16 SECONDS WEST, A DISTANCE OF 452.96 FEET;
- 2) NORTH 06 DEGREES 08 MINUTES 12 SECONDS EAST, A DISTANCE OF 91.24 FEET;
- 3) NORTH 00 DEGREES 29 MINUTES 06 SECONDS EAST, A DISTANCE OF 90.03 FEET;
- 4) NORTH 00 DEGREES 47 MINUTES 16 SECONDS WEST, A DISTANCE OF 50.00 FEET;
- 5) NORTHEASTERLY, 110.12 FEET ALONG AN ARC TO THE RIGHT AND HAVING A RADIUS OF 70.00 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST AND A LENGTH OF 99.11 FEET;
- 6) NORTH 89 DEGREES 20 MINUTES 54 SECONDS EAST, A DISTANCE OF 671.41 FEET TO THE SOUTHEAST CORNER OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS & BUILDINGS PER DOCUMENT NUMBER 19952575, BEING ALSO THE SOUTHWEST CORNER OF

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LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS & BUILDINGS PER DOCUMENT NUMBER 19952576;

THENCE ALONG THE SOUTH LINE OF DEMPSTER STREET AS REFERENCED IN DOCUMENT NUMBER 19952576, NORTH 89 DEGREES 20 MINUTES 54 SECONDS EAST, A DISTANCE OF 391.29 FEET TO THE SOUTHEAST CORNER OF LAND CONVEYED TO THE DEPARTMENT OF PUBLIC WORKS & BUILDINGS PER DOCUMENT NUMBER 19952576;

THENCE ALONG THE EAST LINE OF SAID LAND CONVEYED PER DOCUMENT NUMBER 19952576, NORTH 00 DEGREES 38 MINUTES 46 SECONDS WEST, A DISTANCE OF 4.00 FEET TO THE SOUTH LINE OF DEMPSTER STREET AS REFERENCED IN DOCUMENT NUMBER 11634381;

THENCE ALONG SAID SOUTH LINE OF DEMPSTER STREET AS REFERENCED IN DOCUMENT NUMBER 11634381, NORTH 89 DEGREES 20 MINUTES 54 SECONDS EAST, A DISTANCE OF 98.10 FEET;

THENCE SOUTH 00 DEGREES 39 MINUTES 06 SECONDS EAST, A DISTANCE OF 198.51;

THENCE SOUTH 44 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 20.51 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 197.00 FEET;

THENCE SOUTH 37 DEGREES 12 MINUTES 56 SECONDS EAST, A DISTANCE OF 33.60 FEET;

THENCE SOUTH 00 DEGREES 41 MINUTES 07 SECONDS EAST, A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 931,458 SQUARE FEET OR 21.383 ACRES (MORE OR LESS).

THE ABOVE DESCRIBED PROPERTY IS TO BE KNOWN AS LOTS 1 TO 4 AND 6 TO 13 IN KENSINGTON SUBDIVISION.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE (NAD83).

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**EXHIBIT B**

**DEPICTION OF PREMISES**

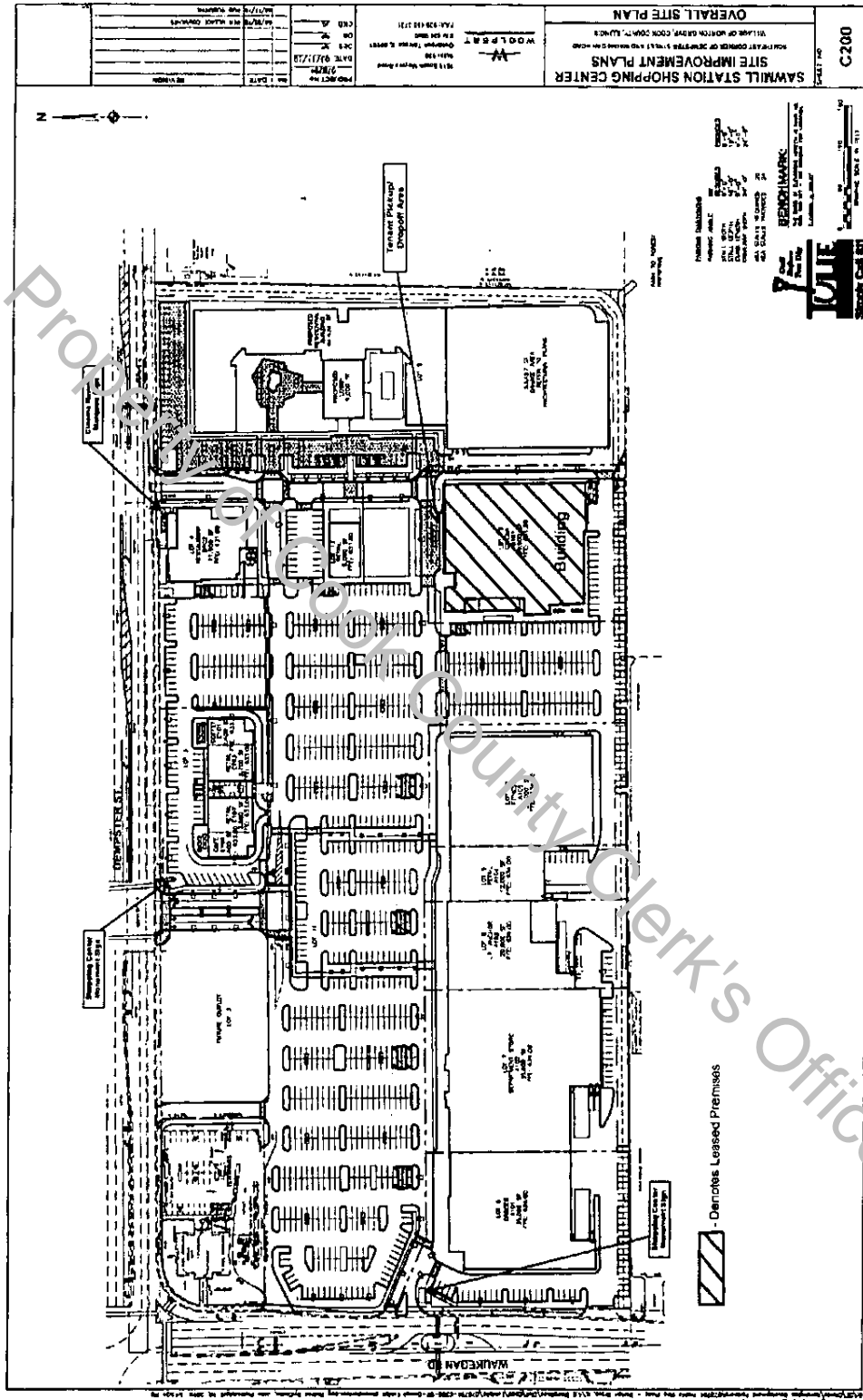
[See copy attached on the following page]

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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