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PREPARED BY:  
900-950 CHURCH STREET PROPERTY LLC,  
an Illinois limited liability company

AND AFTER RECORDED MAIL TO:  
Animesh K. Ravani  
Northstone Law  
1016 W. Jackson Blvd, Suites 508-509,  
Chicago, IL 60607

Doc# 2208857024 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/29/2022 12:22 PM PG: 1 OF 6

## COVER SHEET FOR ESTOPPEL AND SUPPLEMENTAL AGREEMENT TO CINEMA PARKING LEASE

PLEASE TAKE NOTICE OF THE ATTACHED ESTOPPEL AND SUPPLEMENTAL AGREEMENT TO CINEMA PARKING LEASE dated as of January 18, 2022 by and between CITY OF EVANSTON, a municipal corporation ("Landlord"), and 900-950 CHURCH STREET PROPERTY LLC, an Illinois limited liability company ("Tenant"). Said Cinema Parking Lease was entered into between Landlord and Tenant's predecessor, Church Street Plaza LLC, an Illinois limited liability company, as of June 8, 1999, a memorandum of which, entitled Memorandum of Parking Lease, was recorded in the Cook County, Illinois Recorder of Deeds office on December 22, 2003 as Doc# 035850053, for the following Property:

Permanent Index Number: 11-18-117-017-8001 Vol. 057

The common address for the property is: 1800 Maple Avenue, Evanston, IL

### **Legal Description:**

**LOT 4 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY.**

(Signature page follows)

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Dated this 14 day of February 2022

**900-950 CHURCH STREET PROPERTY LLC**, an Illinois limited liability company

By: *Mitch Galtz*  
Name: Mitch Galtz  
Title: Manager

STATE OF IL  
COUNTY OF COOK

On this 14 day of February 2022, before me, a Notary Public in and for such County and State, personally appeared Mitch Galtz, to me personally known, who, being by me duly sworn, did say that he is the Manager of **900-950 CHURCH STREET PROPERTY LLC**, an Illinois limited liability company, and that such instrument was signed on behalf of such entity by authority of its members and such person acknowledged such instrument to be the free act and deed of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

*Natalie Acierro*  
Notary Public

My Commission Expires:  
7/21/2024



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## ESTOPPEL AND SUPPLEMENTAL AGREEMENT TO CINEMA PARKING LEASE

This Estoppel and Supplemental Agreement to Cinema Parking Lease (this "**Supplemental Agreement**") is entered into effective as of January 18, 2022, by and between **CITY OF EVANSTON**, a municipal corporation ("**Landlord**"), and **900-950 CHURCH STREET PROPERTY LLC**, an Illinois limited liability company ("**Tenant**").

### RECITALS:

(A) Landlord and Tenant's predecessor, Church Street Plaza LLC, an Illinois limited liability company, the "**Original Tenant**", entered into that certain Cinema Parking Lease dated June 8, 1999, a memorandum of which, entitled Memorandum of Parking Lease, was recorded in the real estate records of Cook County, Illinois on December 22, 2003 as Doc# 0335850053. Such lease is hereinafter referred to as the "**Lease**".

(B) Original Tenant subsequently assigned its interest in the Lease to SCG Church Street Plaza LLC, a Delaware limited liability company ("**SCG**").

(C) The Lease provides for and governs Tenant's use of certain Spaces in the Garage for the benefit of the operation of the Cinema located in the Main Pavilion Parcel and to maintain compliance with the City of Evanston Zoning Ordinance for the Cinema.

(D) In connection with Tenant's purchase of the Main Pavilion Parcel from SCG and the assignment of the Lease from SCG to Tenant, Landlord executed that certain Estoppel Certificate dated October 11, 2021 (the "**Certificate**") for the benefit of Tenant and First American Title Insurance Company and their respective successors and assigns.

(E) Tenant's lease with the initial Cinema operator has terminated, and Tenant is negotiating a new lease (the "**AMC Theatre Lease**") with **AMERICAN MULTI-CINEMA, INC.**, a Missouri corporation (together with its successors and assigns, "**AMC**") for the operation of a new movie theatre within a portion of the premises operated by the initial Cinema operator (the "**New Theatre**") within the Main Pavilion Parcel.

(F) As a precondition to AMC's execution of the AMC Theatre Lease, AMC is requiring the execution of this Supplemental Agreement by Landlord and Tenant.

NOW, THEREFORE, in consideration of \$10.00 and other consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Defined Terms; Conflict. Any term used in this Supplemental Agreement as a defined term but not defined herein shall have the meaning ascribed to it in the Lease. In the event any provision of this Supplemental Agreement conflicts with any provision of the Lease, the provisions of this Supplemental Agreement shall prevail.

2. Landlord's Estoppel Certifications and Agreements. Landlord hereby certifies to Tenant, AMC, First American Title Insurance Company and their respective successors and

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assigns, the following: As of the effective date of this Supplemental Agreement, (a) the Lease is currently in full force and effect; (b) the Lease has not been amended, supplemented and/or otherwise modified, either orally or in writing; (c) to the undersigned's knowledge, no party to the Lease is in default in the performance of any of its obligations under the Lease, and there are no violations with respect to the Lease; (d) to the undersigned's knowledge, no event has occurred which with the giving of notice or passage of time would constitute a default under the Lease; and (e) there are no costs or amounts pending, due or owing by Landlord or Tenant under the Lease. The Commencement Date of the Lease is July 1, 1999, the initial term of the Lease expired on June 30, 2019, the initial term of the Lease was extended for the first (1<sup>st</sup>) renewal/extension period under the Lease through June 30, 2024, and there remain, after the expiration of the first (1<sup>st</sup>) renewal/extension period under the Lease, three (3) renewals/extensions each for a period of five (5) years, that, if exercised, allow the Lease to be extended through June 30, 2039.

### 3. Four Hours Per Day Free Parking for Patrons and Customers of the New Theatre.

Notwithstanding Tenant's lease with the initial Cinema operator has terminated, Landlord hereby agrees that (a) all of the terms, covenants and provisions of Section 3 of the Lease remain in full force and effect, (b) all references to "the Cinema" in the Lease shall be deemed references to the "New Theatre", (c) all references in the Lease to "Cinema operator" shall be deemed references to "AMC", (d) all references in the Lease to "Cinema lease" shall be deemed references to "the AMC Theatre Lease", (e) the current five (5) year option period under Section 3 of the Lease expires on June 30, 2024, (f) the patrons and customers of AMC at the New Theatre shall have free parking for up to four (4) hours per day in the Garage from the date the New Theatre opens for business through June 30, 2024 in accordance with the terms of the Lease (the "**New Theatre Free Parking Right**"), (g) there remains three (3) option periods of five (5) years each under Section 3 of the Lease that extend the New Theatre Free Parking Right potentially through June 30, 2039, and (h) if the Lease terminates due to a default by Tenant, then, so long as AMC continues to thereafter operate a movie theatre in the New Theatre, the New Theatre Free Parking Right shall continue in accordance with the terms of the Lease for the benefit of the patrons and customers of the New Theatre notwithstanding the termination of the Lease due to a default by Tenant.

### 4. Miscellaneous.

A. Memorandum. Simultaneously with the execution of this Supplemental Agreement, Landlord and Tenant shall execute and acknowledge a memorandum of this Supplemental Agreement (the "**Memorandum**"), in the form attached hereto as Exhibit A and incorporated herein by this reference. Tenant shall, at its sole expense, cause the Memorandum to be recorded in the real estate records of Cook County, Illinois as soon as practicable after the execution thereof.

B. Authority. Landlord and Tenant each represents and warrants to the other and to AMC that each has the full power, authority and capacity to enter into this Supplemental Agreement and that the entering into and the execution of this Supplemental Agreement do not violate any contractual covenants or restrictions between itself and any third party, nor is it required it to obtain the consent of any other person, firm or entity, whether governmental or

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private.

C. Full Force and Effect. The Lease and the Certificate, as amended and supplemented by this Supplemental Agreement, shall continue in full force and effect in accordance with their respective terms. The provisions of this Supplemental Agreement shall inure to the benefit of the parties hereto and to the benefit of AMC (AMC being deemed a third party beneficiary of this Supplemental Agreement with the right to enforce the terms of this Supplemental Agreements directly against the parties hereto), and shall be binding on the parties and their respective successors and assigns. This Supplemental Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Supplemental Agreement.

(Signature page follows)

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The parties have executed this Supplemental Agreement effective as of the date first above written.

LANDLORD:

**CITY OF EVANSTON,**  
a municipal corporation

By: *Kate A. Gandurski*  
Name: Kate A. Gandurski  
Title: Interim City Manager

Approved as to form:  
*Nicholas E. Cummings*

TENANT: Nicholas E. Cummings  
Corporation Counsel

**900-950 CHURCH STREET PROPERTY LLC,**  
an Illinois limited liability company

By: *Mitchell Goltz*  
Name: Mitchell Goltz  
Title: Manager