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Memo

Doc#: 2328906382 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/16/2023 02:47 PM Pg: 1 of 4

RECORDING REQUESTED BY

GALAXY HOLDINGS, INC.

AND WHEN RECORDED MAIL TO:

SHOFFET LAW GROUP, LLC
1111 North Plaza Drive
Suite 250
Schaumburg, IL 60173
Attn: Kathryn Robinson, Esq.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1) This Memorandum of Lease is effective upon recordation and is entered into by and between RMS PROPERTIES INC., an Illinois corporation ("Landlord") having its principal place of business at 1111 N. Plaza Drive, Suite 200, Schaumburg, IL 60173, and GALAXY HOLDINGS, INC., an Illinois corporation ("Tenant") having its principal place of business at 1111 North Plaza Drive, Suite 200, Schaumburg, IL 60173, who agree as follows:

2) By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from Landlord a portion of the real property located in the City of Richton Park, County of Cook, State of Illinois, described in Exhibit A hereto, for a term of approximately five (5) years which term is subject to extension by Tenant for five (5) additional periods of five (5) years each. The Exhibit A lands are sometimes herein referred to as the "Shopping Center."

3) Landlord has granted Tenant and its authorized representatives and invites the nonexclusive right to use the Shopping Center common area with others who are entitled to use those areas subject to Landlord's rights as set forth in the Lease.

4) The provisions of the Lease are incorporated into this Memorandum of Lease by reference. The Lease contains the following section(s):

"Section 1.08 Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center shall remain retail in character, and, further, no part of the Shopping Center or any property owned or managed by Landlord, or an affiliate of Landlord, located within two (2) miles of the Shopping Center, shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," gymnasium, health club, dance hall, night club, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, gas station or service station, facility for the sale, display, leasing or repair of motor vehicles, night club, adult books or adult audio/ video products (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under seventeen (17) years old because such inventory explicitly deals with or depicts human sexuality). No "high intensity parking user" (as hereinafter defined) shall be permitted in Landlord's Parcel within Two thousand (2,000) feet of the front and side perimeter walls of the Premises. A "high intensity parking user" is a tenant or occupant which typically uses more than four and a half (4.5) parking spaces per one thousand (1,000) square feet of rentable floor area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement.

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“Section 6.04 Exclusive Use. Throughout the entire Term, including all Option Periods, Landlord shall not enter into a Lease or allow space to be occupied in the Shopping Center, by any other tenant or occupant to use its premises or the Common Areas for any of the following laundering or cleaning uses, such as, for example, a laundromat, cleaning facility, dry-cleaning facility, pick up and drop off laundry service, or for any services related to the cleaning, pressing, alterations, of clothing or household goods or items.

5) The provisions of the Lease to be performed by Landlord whether to be performed at the Tenant’s Premises, or any other portion of the Shopping Center, whether affirmative or negative in nature, are intended to and shall bind the Landlord, its successors and assigns at any time and shall inure to the benefit of Tenant, its successors and assigns.

6) This Memorandum of Lease is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease.

Contents of Memorandum of Lease:

Paragraphs 1-6
Exhibit A – Legal Description: Shopping Center

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on this 8 day of November 2022.

<p>LANDLORD: RMS PROPERTIES INC. an Illinois corporation</p> <p>By: <u>[Signature]</u> Name: <u>Ron Shoffet</u> Its: <u>President</u></p>	<p>TENANT: GALAXY HOLDINGS INC an Illinois corporation</p> <p>By: <u>[Signature]</u> Name: <u>Ron Shoffet</u> Its: <u>President</u></p>
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State of Illinois
County of Cook

On November 8, 2022 before me, Kristine Mrozek, a Notary Public, personally appeared Ron Shoffet, personally known to me or proved to me, on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies) as President to Galaxy Holdings, Inc., an Illinois corporation, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand of
[Notary Seal]



Kristine Mrozek
Notary Public

Printed Name: Kristine Mrozek

My Commission Expires: 2/28/25

State of Illinois
County of Cook

On November 8, 2022 before me, Kristine Mrozek, a Notary Public, personally appeared Ron Shoffet, personally known to me or proved to me, on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies) as President to RMS Properties Inc., an Illinois corporation, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand of
[Notary Seal]



Kristine Mrozek
Notary Public

Printed Name: Kristine Mrozek

My Commission Expires: 2/28/25

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EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER GOVERNORS PLAZA SHOPPING CENTER

PARCEL 1: THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF U.S. ROUTE 54 AND A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, WHICH PARALLEL LINE IS ALSO THE SOUTH RIGHT OF WAY LINE OF SAUK TRAIL; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 150 FEET; THENCE SOUTH PARALLEL WITH THE WEST RIGHT OF WAY LINE U.S. ROUTE 54 A DISTANCE OF 150 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 150 FEET TO THE WEST RIGHT OF WAY LINE OF ROUTE 54; THENCE NORTH ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 150 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 25 FEET OF THE NORTH 225 FEET OF THE EAST 150 FEET OF THAT PART LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF GOVERNOR'S HIGHWAY OF THE EAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 31-34-206-005-0000

PARCEL 3: LOTS 2, 3, 4 AND 5 IN GOVERNORS' PLAZA, BENIG A SUBDIVISION FO THE SOUTH 1023.75 FEET OF THE NORTH 1073.75 FEET OF THAT PART LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF GOVERNORS HIGHWAY OF THE EAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM THE ABOVE-DESCRIBED TRACT THE FOLLOWING:

THE NORTH 295.0 FEET OF THE EAST 150.0 FEET THEREOF; THE EAST 20.0 FEET OF THE SOUTH 848.75 FEET THEREOF; THE SOUTH 25.0 FEET OF THE WEST 65.0 FEET OF THE EAST 85.0 FEET THEREOF AND THE NORTH 150.0 FEET OF THE WEST 210.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN(S): 31-34-206-010-0000; 31-34-206-011-0000; 31-34-206-012-0000; 31-34-206-017-0000

PARCEL 4: THE SOUTH 120.00 FEET OF THE NORTH 345 FEET OF THE WEST 130 FEET OF THE EAST 150 FEET OF THAT PART LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF GOVERNOR'S HIGHWAY AND THAT PART OF THE SOUTH 1023.75 FEET OF THE NORTH 1073.75 FEET OF THAT PART LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF GOVERNOR'S HIGHWAY OF THE EAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF THE SOUTH 848.75 FEET AND THE SOUTH 25 FEET OF THE WEST 65 FEET OF THE EAST 85 FEET, CONTAINING 0.427 ACRES, MORE OR LESS.

PIN: 31-324-206-008-0000