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## MEMORANDUM OF LEASE

-85-329730

THIS MEMORANDUM OF LEASE dated October 21, 1985, between Amalgamated Trust and Savings Bank, as Trustee under Trust Agreement dated June 21, 1984, and known as Trust No. 4951, as landlord (hereinafter referred to as "Landlord"), and Zayre Corp., a Delaware corporation, as tenant (hereinafter referred to as "Tenant").

1.1 In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant to be paid, performed and observed, Landlord does hereby demise and lease to Tenant, for the term hereinafter set forth, the premises described in Schedule A attached hereto as the Demised Premises ("the Demised Premises") within the shopping center described in Schedule A as the Shopping Center ("the Shopping Center").

2.1 The Demised Premises are demised subject to and with the benefit of the easements, rights, restrictions, agreements and encumbrances (collectively called "Title Matters") set forth in Schedule B attached hereto.

3.1 Intentionally Omitted

4.1 The original term of this lease shall be a period of twenty (20) years and a fraction of a month commencing on "the Commencement Date" (hereinafter defined), and terminating on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of twenty (20) years commencing on the Commencement Date and terminating on the twentieth (20th) anniversary thereof.

4.2 Tenant shall have the right, at its election, to extend the original term of this lease, or the original term as it may have been previously extended pursuant to the third sentence of this Section 4.2, an extension period of five (5) years commencing upon the expiration of the original term, or the original term as so previously extended (sometimes herein referred to as an "Extension Period" or "the First Extension Period"), provided that Tenant shall give Landlord notice of the exercise of its election at least six (6) months prior to the expiration of the original term, or the original term as previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, as it may have been previously extended pursuant to the provisions of this Section 4.2, three (3) additional extension periods of five (5) years each, each commencing upon the expiration of the original term as

This Instrument Prepared By: Bernard N. Borman  
Lanc & Altman  
201 Devonshire  
Boston, MA. 02110

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previously extended, (each sometimes herein referred to as an "Extension Period" or as the "Second," "Third" and "Fourth Extension Period(s)," respectively) provided that Tenant shall give Landlord notice of the exercise of its election at least six (6) months prior to the expiration of the original term or the original term as previously extended. In addition, Tenant shall have the further right, at its election, to extend the original term, or the original term as it may have been previously extended, as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be, (herein referred to as "the Extra Period") provided that Tenant shall give Landlord notice of the exercise of its election at least six (6) months prior to the expiration of the original term as previously extended, as the case may be. The expression "the original term" means the period described in Section 4.1 as the original term. Prior to the exercise by Tenant of any of said elections under this Section 4.2 to extend the original term, the expression "the term of this lease" shall mean the original term; after the exercise by Tenant of any of said elections, the expression "the term of this lease" shall mean the original term as it may have been then extended. Except as expressly otherwise provided in this lease, all the agreements and conditions in this lease contained shall apply to the period or periods to which the original term shall be extended, as aforesaid. If Tenant shall give notice of the exercise of an election under this Section 4.2 in the manner and within the time provided aforesaid, the term shall be extended upon the giving of such notice without the requirement of any action on the part of Landlord.

4.3 An "Opening Day" shall be any Monday through Friday (except legal holidays) between March 15 and the following May 15 and between August 15 and the following November 15. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

(1) the sixtieth (60th) day after both the completion of so much of Landlord's Construction Work as relates to the Demised Premises and the receipt by Tenant of notice thereof from Landlord;

(2) the thirtieth (30th) day after both the completion of Landlord's Construction Work and the receipt by Tenant of notice thereof from Landlord;

(3) the seventy-fifth (75th) day after "the fixture day" (as hereinafter defined);

(4) the eighty-fifth (85th) day after Tenant shall receive from Landlord a ten-day notice of the arrival of the fixture day;

(5) the thirtieth (30th) day after Landlord shall deliver to Tenant a certificate of occupancy (or its equivalent), if the same shall be issuable in accordance with local law or custom;

(6) the one-hundred-twentieth (120th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 12 of Schedule B; and

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(7) March 17, 1986;

except that if the Demised Premises shall be formally opened for business with customers prior to the Commencement Date determined as above provided, such date of formal opening shall be the Commencement Date.

## ARTICLE XIX

### TRUSTEE

19.1 This lease is executed by Amalgamated Trust and Savings Bank not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated June 21, 1984, and known as Trust No. 4951. It is expressly understood and agreed that nothing herein or in this lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability of said Trustee to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by Tenant, and by any person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Shopping Center for the payment thereof and the rents, issues and proceeds therefrom. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this lease, assumes no responsibility for (1) the management or control of the Shopping Center, (2) the upkeep, inspection, maintenance or repair of the Shopping Center, (3) the collection of rents or the rental of the Shopping Center, or (4) the conduct of any business which is carried in, on or upon the Demised Premises.

It is further agreed by the parties hereto that whenever and wherever the provisions of this lease contain any reference to the right of Tenant to be indemnified, saved harmless, or reimbursed by Landlord for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation, attorneys' fees, arising in any way out of the execution of this instrument or the relationship of Tenant/Landlord under this instrument, then such obligation, if any, on the part of Landlord shall be construed to be only a right or reimbursement in favor of Tenant out of the trust estate and the rents, issues and proceeds therefrom held under Trust No. 4951 from time to time, so far as the same may reach; and no case shall any claim of liability or right of reimbursement be asserted against the Citizens Bank and Trust Company individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by, through or under them. In the event of conflict between the terms of this Article XIX and other provisions of this lease, or any question of apparent or claimed liability or obligation resulting upon said Trustee, the exculpatory provisions of this Article shall be controlling.

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## SCHEDULE A

The Demised Premises shall consist of a one-story building, ("the Building"), to be constructed by Landlord as herein provided, containing seventy-eight thousand seven hundred ninety-two (78,792) square feet of floor area, having a frontage of three hundred twelve (312) feet and a width of two hundred sixty-nine (269) feet and other dimensions as shown upon the plan attached hereto ("the Lease Plan"), plus a mezzanine therein containing eight thousand three hundred (8,300) square feet of floor area and are the premises within the shopping center referred to hereinbelow labelled B-7 on the Lease Plan. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and compactor pad. It is expressly understood and agreed that said service areas shall not be included in computing Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 9 of Schedule B. Landlord agrees that the name of the Shopping Center shall not contain the tradename of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Lansing Landings Shopping Center, to be constructed by Landlord, as herein provided, on the easterly side of Torrence Avenue near its intersection with 170th Street (herein collectively referred to as "the Main Streets") in Lansing, Illinois. The "Shopping Center" (as defined herein) is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is all the land shown and described upon Plat of Subdivision entitled The Landings Planned Unit Development prepared by Robert A. Nowicki & Associates, Ltd., dated June 10, 1985, and recorded with the Recorder of Deeds of Cook County, Illinois, on August 16, 1985, as Document No. 85148127 attached hereto ("the Tax Plan"), and is more particularly described as follows:

That part of the North 1/2 of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, lying Northwesterly of the Northwesterly right of way line of the Public Service Company of Northern Illinois, as established by Warranty Deed recorded May 1, 1924 as Document No. 8 393 986; lying South and Southwesterly of a line more particularly described as follows: Beginning at a point on the west line of the Southwest 1/4 of said Section 19 distant 2319.74 feet North (as measured along the West line of said Southwest 1/4) of the Southwest Corner of the Southwest 1/4 of said Section 19; thence South 89°44'50" East on a line 2319.72 feet North of and parallel with the South line of the Southwest 1/4 of said Section 19, a distance of 136.47 feet to a point of curve; thence Southeasterly on the arc of a circle convex to the Northeast having a radius of 241.23 feet for a distance of 172.28 feet to a point of tangency; thence South 48°49'39" East a distance of 156.55 feet, more or less to the Northwesterly right of way line of the Public Service Company of Northern Illinois as established by Document No. 8 393 986 aforesaid, and lying Easterly of the Easterly right of way line of Torrence Avenue, as established by deed recorded October 4, 1901 as Document No. 18 293 853 (excepting from said part of the North 1/2 of the Southwest 1/4 that part of Old Torrence Avenue falling East of the Easterly line of Torrence Avenue as established by said Document No. 18 293 853).

Also; That part of the Southwest 1/4 of the Southwest 1/4 of said Section 19 lying Northwesterly of the Northwesterly right of way line of the Public Service Company of Northern Illinois, as established by Quit Claim Deed recorded September 17, 1926 as Document No. 9 404 921 and Deed recorded July 24, 1926 as Document No. 9 350 315; lying Easterly of the Easterly right of way line of Torrence Avenue, as established by Quit Claim Deed recorded February 24, 1943 as Document No. 13 034 828, and lying Northeastly of the Northeastly right of way line of the Chicago and Great Eastern Railway, as established by Warranty Deed recorded November 1, 1864 as Document No. 87 871; (excepting therefrom that part taken by the County of Cook for widening 170th Street).

Also; That part of the North 1/2 of the Southwest 1/4 of said Section 19 bounded and described as follows: Beginning at the point of curve (described above) on the North line of the above described property; thence southeasterly on the arc of a circle convex to the Northeast having a radius of 241.23 feet a distance of 172.28 feet to a point of tangency; thence South 48°49'39" East a distance of 156.55 feet, more or less to the Northwesterly right of way line of the Public Service Company of Northern Illinois as established by Warranty Deed recorded May 1, 1924 as Document No. 8 393 986; thence North 25°22'17" East on the last described line a distance of 178.24 feet to a point on the aforesaid line 2319.72 feet North of and parallel with the South line of the Southwest 1/4 of said Section 19; thence North 89°44'50" West on the last described line a distance of 351.90 feet to the point of beginning.

Containing 54.67 acres.

PERMANENT TAX NUMBERS:

30-19-300-005  
30-19-301-003  
30-19-301-005

COMMON ADDRESS:

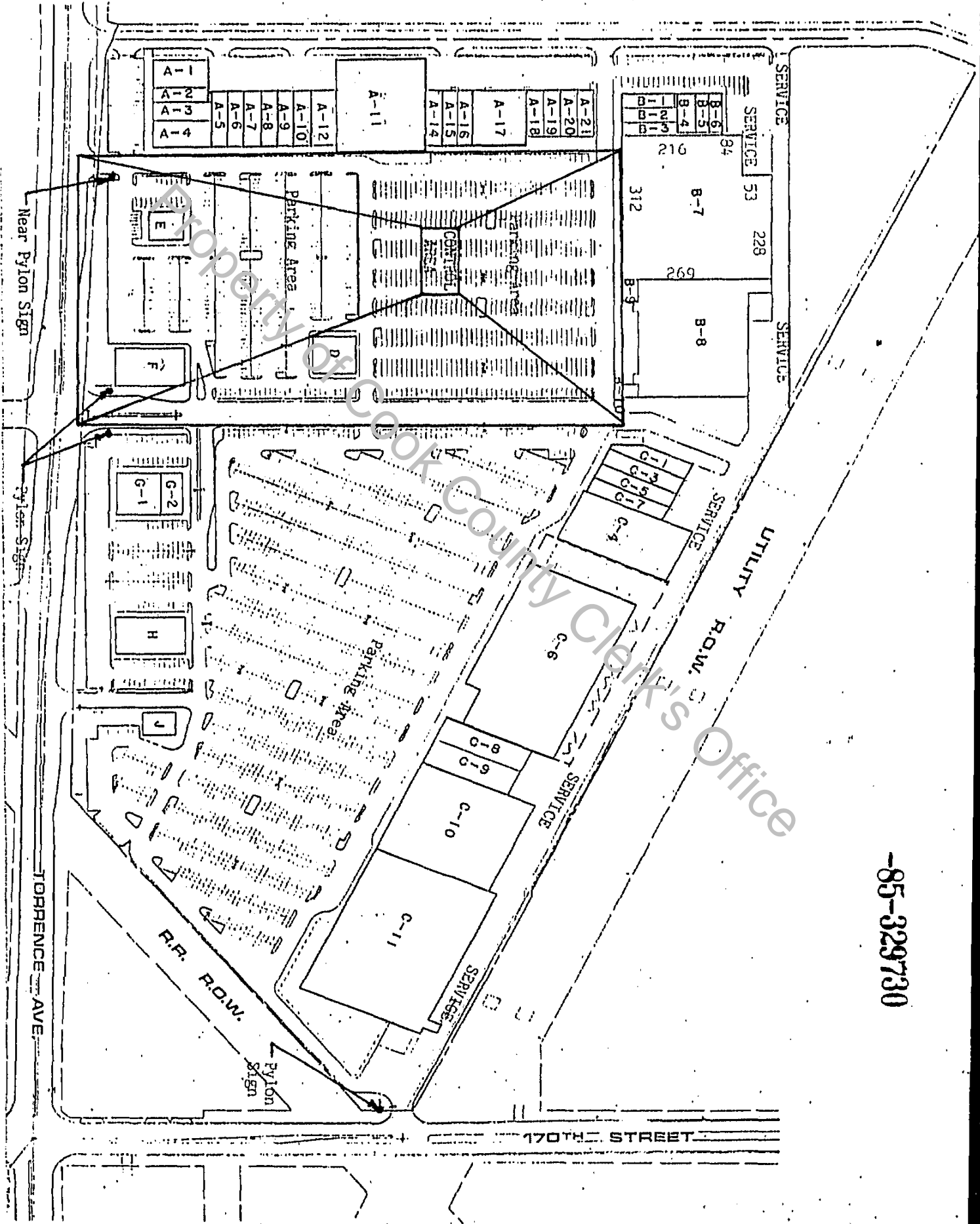
NEC 170th and  
Torrence Avenue,  
Lansing, IL.

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LEASE PLAN



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## SCHEDULE B

1. No buildings, signs or structures other than canopies attached to store buildings, lighting equipment and directional and other signs permitted by the provisions of this lease may be built in any area of the Shopping Center other than in the areas shown on the Lease Plan as building areas. Each area shown upon the Lease Plan as building area which does not contain buildings as of the Commencement Date shall prior thereto be paved and marked as parking areas, and driveways and walkways incidental thereto, (in accordance with the plans and specifications for construction of parking areas pursuant to Schedule C) and included in the expression "Parking Areas" (as defined in Paragraph 2 of this Schedule B) for all purposes of this lease, until such time as Landlord shall thereafter commence construction of buildings therein; Landlord shall surround the sites containing such construction with an uninterrupted painted plywood barrier, or stockade fence, at least six (6) feet in height, until completion of such construction, in each case.

2. The "Control Area" is the area so labelled upon the Lease Plan. The areas of the Shopping Center shown on the Lease Plan as parking areas shall at all times be maintained as Parking Areas. The expression "Parking Areas" means parking spaces and driveways and footways and includes the areas shown as parking areas on the Lease Plan plus such other areas as Landlord shall from time to time designate as Parking Areas. The areas marked "SERVICE" upon the Lease Plan, excepting reasonable areas adjacent to service doors, shall be maintained during the term hereof as service roads and areas (the "Service Areas"). The Parking Areas, the Service Areas, and the entrances and exits of the Shopping Center are herein called "the Common Areas". The Common Areas plus the lighting system and the drainage system servicing the Common Areas, plus all directional signs, plus the Pylon Sign described below, plus any landscaped areas within the Shopping Center plus any other common facilities in the Shopping Center are called "the Common Facilities". Landlord agrees that at all times there will be free and uninterrupted access (i) for motor vehicles between each of the Main Streets and the Parking Areas and the service doors of the Demised Premises, and (ii) for pedestrians between the Parking Areas and the Demised Premises. The parking spaces, driveways and footways in the Common Areas within the Control Area, the entrances and exits of the Common Areas within the Control Area, the lighting system servicing the Common Areas within the Control Area and the traffic flow pattern of the Common Areas within the Control Area shall not be changed from the layout thereof shown upon the Lease Plan or determined pursuant to Schedule C, without the consent of Tenant. The parking spaces, driveways and footways in the Common Areas outside the Control Area, the entrances and exits of the Common Areas outside the Control Area, the lighting system servicing the Common Areas outside the Control Area and the traffic flow pattern of the Common Areas outside the Control Area shall not be materially changed, and, in any event, no change shall be made therein which adversely effects the visibility of, or access to, or egress from, the Demised Premises, without the consent of Tenant. If any highway median strip cross-over now existing near the Shopping Center shall be relocated, or if the installation of a highway median strip hereafter shall include a cross-over near the Shopping Center, then Landlord shall, subject to Tenant's approval, make such relocation of the entrances, exits and driveways of the Shopping Center and such changes in the traffic flow pattern of the Shopping

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Center as shall be reasonably necessary to conform the same to the new median strip cross-over. Landlord agrees that the Parking Areas within the Shopping Center will always contain at least five (5) parking spaces for so-called standard size American automobiles, and driveways and footways incidental thereto, for each one thousand (1,000) square feet of floor area in the Shopping Center and, in any event, not less than three thousand (3,000) such spaces.

3. "Landlord's Construction Work" as defined in Section 3.1 shall include the construction by Landlord of four (4) Shopping Center identification pylon signs, including without limitation, the pylons, the Shopping Center identification panels, the bases, the utilities services therefor and all other appurtenances thereto, all collectively herein referred to as "the Pylon Signs" and individually as a "Pylon Sign". The location of the Near Pylon Sign (hereinafter defined) shall be as shown therefor upon the Lease Plan, and the location of the other Pylon Sign shall be as hereafter mutually agreed by Landlord and Tenant. Tenant shall have the right to install, and thereafter to maintain, its identification panel, and all appurtenances thereto, upon the Pylon Sign closest to the Demised Premises (the "Near Pylon"). Notwithstanding the first sentence of this Paragraph 3 to the contrary, no Shopping Center identification panel shall be upon the Near Pylon. Landlord agrees that no other lessees in the Shopping Center or any other persons shall have any identification or other advertising or ornamentation upon the Near Pylon Sign except Tenant. Landlord agrees that the Near Pylon Sign shall be sufficient in size, height and structural strength for installation of Tenant's panel thereon. Landlord shall cooperate with Tenant in obtaining all permits as shall be required by law for the installation of Tenant's identification panel upon the Near Pylon Sign. On or before the sixtieth (60th) day prior to the Commencement Date, Landlord shall obtain, and deliver to Tenant, the consents of all other tenants in the Shopping Center, and any other person, whose consent is required for the installation of Tenant's identification panel upon the Near Pylon Sign.

4. (A) Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises no other premises in the Shopping Center shall be used for any non-retail purposes (offices, storage, repairs and alterations incidental to retailing, barber shops, beauty salons, banks, small loans offices and gasoline service stations, not being deemed non-retail) except that up to ten thousand (10,000) square feet of floor area may be used for non-retail offices of which not more than four thousand (4,000) square feet of floor area may be situated within three hundred (300) feet of the Demised Premises.

(B) Landlord agrees that as long as any retail sales activity is conducted in the Demised Premises no other premises in the Shopping Center shall be used for any entertainment purposes such as a cinema, theater, skating rink, bowling alley, bar, discotheque, dance hall, amusement gallery, poolroom, health club, massage parlor, or off-track betting facility except for a health club situated more than three hundred (300) feet from the Demised Premises and except for a bar within a restaurant.

5. Intentionally Omitted.

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6. (A) Tenant and all persons having business with Tenant shall have the right to use, in common with all other occupants of the Shopping Center and all persons having business with such other occupants, without charge, all Common Areas and Common Facilities of the Shopping Center, for parking and access in connection with business in the Shopping Center and for no other purposes. Tenant shall have the right to use, from time to time, the sidewalks adjacent to the Demised Premises for sales purposes. Such sales, for the purposes of Article VII of this lease, shall be deemed sales made in the Demised Premises. Tenant shall keep such sidewalks reasonably clean and neat while so used and upon completion of each such use.

(B) Landlord agrees that no land adjacent to the Shopping Center shall be integrated with the Shopping Center and that no persons shall have any rights in the Common Areas of the Shopping Center other than occupants of the Shopping Center and persons having business with such occupants.

7., 8., and 9. Intentionally Omitted.

10. Except with respect to the Demised Premises: (A) no canopy of any building in the Tax Parcel may extend higher than twelve (12) feet above the ground or deeper than four (4) feet from the store front line; (B) no parapet of any store in the Tax Parcel may extend higher than twenty (20) feet above the ground; (C) no sign may be erected or maintained on the exterior of any store in the Tax Parcel or in the Common Areas except: directional signs and a sign upon the canopy or against the parapet of each store the characters of which sign shall not exceed four (4) feet in height thereof and the top of which sign shall not be higher than twenty (20) feet above the ground; (D) no sign visible from the exterior of any building in the Tax Parcel shall have any bulbs or other forms of lighting that go on and off intermittently; (E) no building within the Tax Parcel shall have a second story or basement; and (F) no store within the Tax Parcel shall contain more than ten thousand (10,000) square feet of floor.

Notwithstanding the foregoing provisions of Clauses (B) and (C) of this Paragraph 10, and as an exception thereto, any store operated by, or under franchise from, and under the name of, a national or regional chain store organization may have such parapet or identification sign upon its store as may be characteristic parapet or identification sign of said chain store organization for all stores opened by said chain store organization at or about the time of the erection of such parapet or sign, provided that the highest point of such parapet or sign shall not be higher than thirty (30) feet above the ground. A regional or national chain store organization is a business organization operated at least ten (10) stores under the same trade name in three or more states.

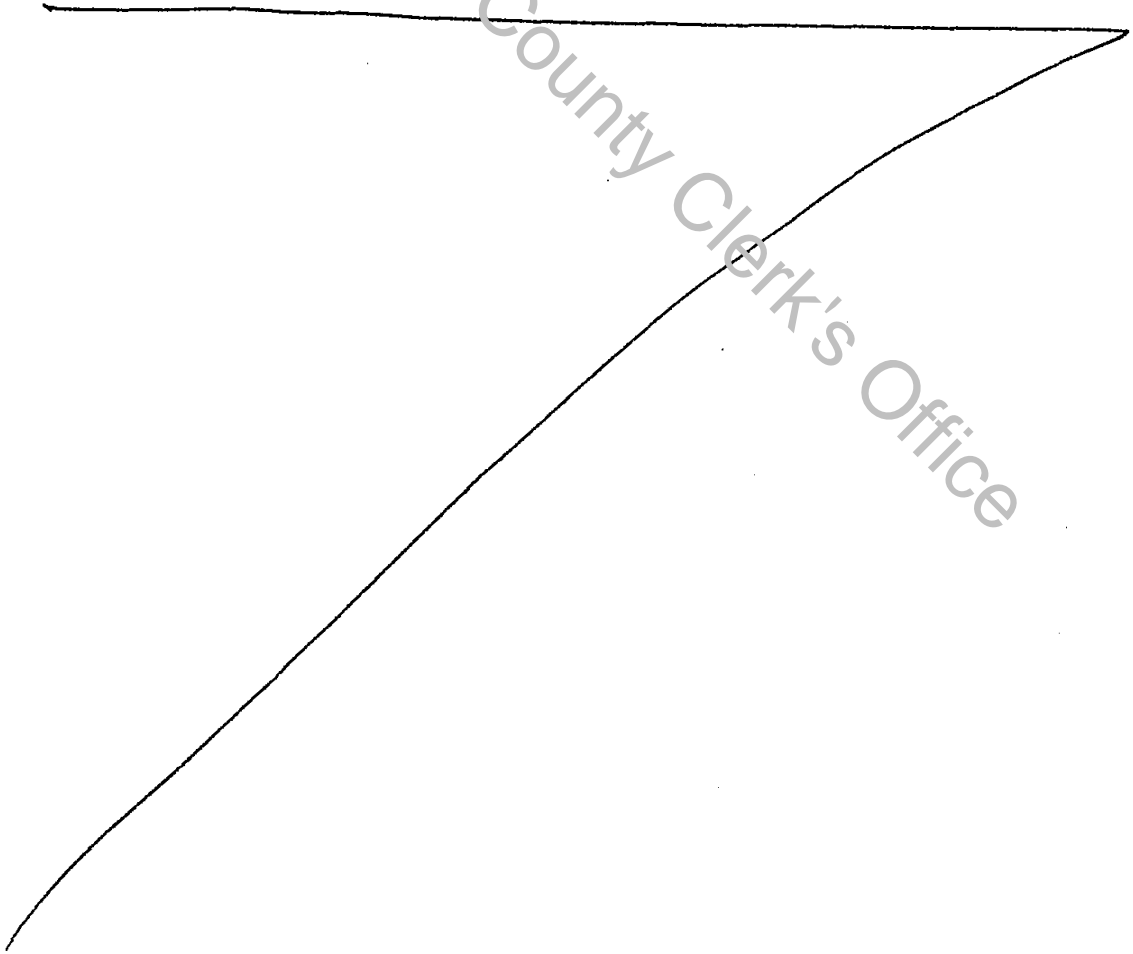
11., 12., and 13. Intentionally Omitted.

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14. Reference is made to Declaration of Reciprocal Easements and Operating Covenants dated July 31, 1985, and recorded with the Recorder of Deeds of Cook County, Illinois on August 16, 1985 as Document No. 85149087 between Landlord, and Trustee's Beneficiary, Lansing Landings Shopping Center Partnership with respect to the Shopping Center as amended by First Amendment to Declaration of Reciprocal Easements and Operating Covenants dated , 1985 (herein referred to as the "REA.") Landlord does hereby grant and demise to Tenant the benefit of all easements, licenses, rights-of-way, and privileges which the parties therein referred to did thereby give and grant one to the other and to all persons claiming thereunder. Landlord shall not, without the prior consent of Tenant, execute, or otherwise agree to, any modification of the REA, nor waive any of its rights, nor exercise any right, nor give any, consent or approval, nor grant or permit any indulgences by act or omission, nor give any consent, nor approve any allocation of taxes, nor submit any sign plans, nor issue any rules or regulations nor incur any traffic control or security expenses, thereunder nor approve any plans and specifications which affect the Common Areas or the Demised Premises, or changes in the work described in such plans and specifications, prepared pursuant to the Development Agreement referred to in the REA. Landlord shall enforce all provisions of the REA. If Landlord shall default under this Paragraph 14 then, in addition to all other rights and remedies of Tenant as a result thereof, Tenant's rights with respect thereto under Section 14.1 shall include, without limitation, the right to bring suit in the name of Landlord and/or Tenant to enforce the REA and Landlord shall cooperate with Tenant in so doing.



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SECRETARY'S CERTIFICATE


October 21, 1985

I, Bernard N. Borman, Assistant Secretary of Zayre Corp., a Delaware corporation, hereby certify that at a meeting of the Board of Directors of said corporation duly held on the 4th day of June, 1985 at which meeting a quorum of the Directors was present, upon motion duly made and seconded, it was unanimously

RESOLVED: That both (i) any one of Maurice Segall, Sumner Feldberg, Arthur F. Loewy and Malcolm L. Sherman ("Group A Officers") and (ii) any one of Arthur F. Loewy, Donald G. Campbell, George Freeman and Newton A. Lane ("Group B Officers") may sign, seal with the corporate seal, acknowledge and/or deliver, in the name of and on behalf of this corporation, any and all deeds, or other instruments of conveyance or transfer granting, conveying or transferring real estate, any and all mortgages or pledges of real property, any and all notes secured by such mortgages or pledges of real property, any and all assignments, extensions, discharges or partial releases of mortgages or pledges of real property held by this corporation, any and all agreements or instruments relating to the acquisition of real estate, any and all leases, notices of lease, assignments, surrenders, terminations, extensions or renewals of leases of real estate, whether this corporation be named as landlord or as to tenant, and any and all other agreements or instruments relating to real estate and all amendments of any of the foregoing, except only that Arthur F. Loewy shall not sign any one document as both a Group A Officer and a Group B Officer; that the expression "real estate" as used herein includes any and all interests in real property; and that the act of both any one Group A Officer and any one Group B Officer in so signing, sealing with the corporate seal, acknowledging and/or delivering any of the aforesaid agreements or instruments may be relied upon by persons dealing with this corporation as conclusive evidence of the authority of said person so acting.

I also certify that said vote has not been repealed or modified in any way and is still in full force and effect.

ATTEST:



Bernard N. Borman,  
Assistant Secretary

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