

UNOFFICIAL COPY

This instrument prepared by:

RBC:mn
071086
071786
080886

Ralph B. Czitrom, Esquire
Toys "R" Us, Inc.
395 West Passaic Street
Rochelle Park, New Jersey 07662

8 6 4 0 2 0 6 6

LANSING, ILLINOIS
(1264C)

86402066

MEMORANDUM OF LEASE

LANDLORD: AMALGAMATED TRUST AND SAVINGS BANK, as Trustee under Trust No. 4951, c/o First National Realty and Development Company, 910 West Van Buren Street, Suite 700, Chicago, Illinois.

TENANT: TOYS "R" US, INC., a Delaware corporation, 395 West Passaic Street, Rochelle Park, New Jersey 07662.

DATE OF LEASE: As of June 2, 1986.

DEMISED PREMISES: A portion of the premises described on Exhibit A annexed hereto ("Shopping Center"), and the right to use, in common with other occupants of the Shopping Center, those portions thereof intended to be for common use.

LEASE TERM: The Commencement Date of the Lease, the expiration date of the initial term and the commencement and expiration dates of each renewal period are as follows:

A. Initial Term:

- (i) Commencement Date: July 31, 1986
- (ii) Expiration Date: January 31, 2012

B. First Renewal Period:

- (i) Commencement Date: February 1, 2012
- (ii) Expiration Date: January 31, 2017

C. Second Renewal Period:

- (i) Commencement Date: February 1, 2017
- (ii) Expiration Date: January 31, 2022

86402066

UNOFFICIAL COPY

00000008

Property of Cook County Clerk's Office

00000008

UNOFFICIAL COPY

8 6 4 0 2 0 6 0

D. Third Renewal Period:

- (i) Commencement Date: February 1, 2022
- (ii) Expiration Date: January 31, 2027

E. Fourth Renewal Period:

- (i) Commencement Date: February 1, 2027
- (ii) Expiration Date: January 31, 2032

F. Fifth Renewal Period:

- (i) Commencement Date: February 1, 2032
- (ii) Expiration Date: January 31, 2037

RENEWAL OPTIONS: Tenant has five (5) options to extend the Lease Term for renewal periods of five (5) years each.

The following provisions, among others, are contained in the Lease:

Section 14.01 (d) Landlord shall not operate or lease or permit to be leased any other store located within the Shopping Center for the use or purpose of the sale of infant, juvenile and children's clothing, apparel, shoes (except as incidental to a full line shoe store), accessories and furnishings, except in (i) any other premises in the Shopping Center owned or leased by Tenant or any of its affiliates, (ii) any junior or traditional department store or catalog showroom within the Shopping Center, (iii) a "Kids Mart" store, provided such store shall not exceed 4,000 square feet of gross floor area, (iv) a "Zayre" store, (v) a "Designer Depot" store, (vi) a "Fashion Bug" store, provided the sale of such items does not exceed 15% of gross sales in the aggregate, or (vii) an "MC Sporting Goods" store. In addition to the foregoing, Landlord shall not operate, lease or permit the operation of any other premises in the Shopping Center to be used or occupied as a theater, automobile repairs (except as may

86402066

UNOFFICIAL COPY

8 6 4 0 2 0 6 6

be incidental to the operation of a "Zayre" store), bowling alley, sales of automobiles or other vehicles, bar serving alcoholic beverages (except as an incident to a restaurant operation), funeral parlor, massage parlor, discotheque, dancehall, health spa or similar type business, adult book store or store selling or exhibiting pornographic materials, skating rink, car wash, offtrack betting establishment, amusement or game room, or fast-food operation incorporating a coin operated amusement room. It is expressly agreed by the parties that the provisions of this Section 14.01 (d) shall be subject to the terms and conditions of Declaration of Reciprocal Easements and Operating Covenants dated July 31, 1985, recorded August 16, 1985 as Document No. 85149087 and any amendments thereto executed and recorded prior to the date hereof (collectively, the "REA"). In the event of any conflict between the terms of the REA and this Lease, the REA shall govern.

Section 14.01 (g) Landlord shall not, for so long as Toys "R" Us, Inc. or a related entity is the tenant or occupant of the Demised Premises, use or permit the use of any portion of the "A" buildings in the Shopping Center, as shown on the Site Plan, to be used for any use or purpose other than retail uses, which for the purpose of this subparagraph (g) of Section 14.01, shall be deemed to mean any uses permitted under the REA.

Section 29.02 (a) After the initial construction of the Shopping Center, Landlord shall not change or alter the location of curb cuts, roadways, access aisles and sidewalks of the Common Areas as shown on the Site Plan, unless required by governmental authority, provided Tenant may contest any such governmental authority as set forth in Section 8.01.

Section 29.02 (b) Landlord shall not construct any barrier, building or other structure on the Common Areas outside the areas designated on the Site Plan as "Permissible Building Area", or as otherwise permitted under the REA.

86402066

UNOFFICIAL COPY

8 6 4 0 2 0 6 6

Section 29.02 (c) Landlord agrees the paved parking area within the Shopping Center shall be sufficient in size to maintain a minimum parking ratio of 5.23 parking spaces for every 1,000 square feet of floor area (excluding non-retail mezzanines) in the stores located in the Shopping Center.

Nothing in this Memorandum of Lease shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Lease and reference is hereby made to the Lease for all of its terms, covenants and conditions.

This Memorandum of Lease is executed by Amalgamated Trust and Savings Bank, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and the trustee warrants that it possesses full power and authority to execute this instrument).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of Sept 3, 1986.

ATTEST:

AMALGAMATED TRUST AND SAVINGS BANK
as Trustee Under Trust No. 4951

BP Helms

By: Richard C. Dwyer

ATTEST:

TOYS "R" US, INC.

Michael L. Tumolo

Michael L. Tumolo
Assistant Secretary

By: Michael Paul Miller

Michael Paul Miller
Senior Vice President-Real Estate

86402066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROCESSED

[Faint signature]

UNOFFICIAL COPY

8 6 4 0 2 0 6 0

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this the *11th* day of *August*, 1986, before me, the undersigned officer, personally appeared, MICHAEL PAUL MILLER, who acknowledged himself to be the Senior Vice President - Real Estate of TOYS "R" US, INC., a Delaware corporation, and that he, as such Senior Vice President - Real Estate, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by himself as Senior Vice President - Real Estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Roxanne Morrell

Notary Public

(SEAL)

ROXANNE MORRELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 4, 1990

STATE OF ILLINOIS)

COUNTY OF *Cook*) ss.:

On the *3rd* day of *Sept*, 1986, before me personally came, *Edward C. Smeigard & B.P. Helms* to me known, who, being by me duly sworn, did depose and say that (s)he resides at *1 W Monroe*, that (s)he is the *Vice Pres & Asst Sec'y* of AMALGAMATED TRUST AND SAVINGS BANK, the banking corporation described in and which executed the foregoing instrument, as Trustee under Trust No. 4951; that (s)he knows the seal of said banking corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that (s)he signed his (her) name thereto by like order.

BARBARA JEAN SCALES

Barbara Jean Scales

Notary Public

(SEAL)

NOTARY PUBLIC OF ILLINOIS

86402066

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE
PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

8 6 4 0 2 0 6 6

EXHIBIT A

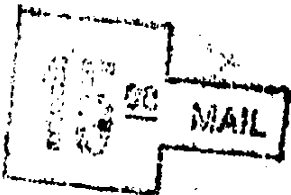
Description of Shopping Center

Lots 1 through 17, and outlots A and B, being a part of The Landings Planned Unit Development, being a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois, subject to that certain Declaration of Reciprocal Easements and Operating Covenants dated August 16, 1985, and recorded in Cook County, Illinois as Document No. 85149087.

Permanent Tax Numbers:

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

Common Address: NEC 170th and Torrence Avenue, Lansing, Illinois



-85-402066

86402066 \$15.25

DEPT-01 RECORDING

T#1111 TRAN 0117 09/09/86 11:55:00

#0328 # C-86-402066

COOK COUNTY RECORDER

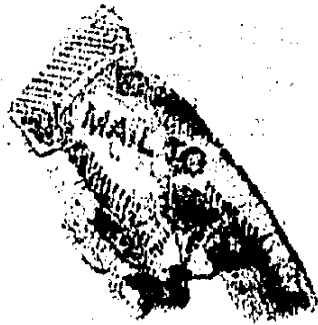
Illness, Kaplan and McDowell, Ltd.
180 North LaSalle Street
Chicago, Illinois 60601

1500

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECEIVED



Returns to:

Hess, Kaplan and McDowell, Ltd.
180 North LaSalle Street
Chicago, Illinois 60601