

UNOFFICIAL COPY

NOTICE OF LEASE

any provision relating to the Columbia National Bank of Chicago, is attached

8 of 6 pages

86108980

LESSOR: COLUMBIA NATIONAL BANK as Trustee under Trust #2003 of 5250 N Harlem Avenue, Chicago, Illinois 60656

LESSEE: DUNKIN' DONUTS OF ILLINOIS, INC., an Illinois corporation having a principal place of business at 5 Pacella Park Drive, P.O. Box 317, Randolph, Massachusetts 02368

DATE OF LEASE: June 3, 1985

TERM: Commencing November 1, 1985 and ending Twenty (20) years after the Rent Commencement Date (as defined in the Lease) or on February 28, 2006, whichever is later.

OPTIONS TO EXTEND: Two (2) additional successive terms of Five (5) years each.

LEGAL DESCRIPTION: Lot 1 in Block 20 in North Evanston in Cook County, Illinois, according to the Map thereof recorded December 17, 1868 as Document No. 18783, in Book 168 of Maps, Page 35, located in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER: 05-34-423-027
Also Described as:

Lot 1 in Block 20 in North Evanston (Refiled for record February 17, 1874 as Document No. 150939 In Book 7 of Maps, Page 22 in Cook County, Illinois), being a subdivision of Lots 1 to 16 inclusive and the West 4.3 acres of Lot 17 in George Smith's Subdivision of the South part of the Archange Ouilmette Reservation recorded in Book 29 of Maps, Page 55, and also of Lots 1, 3 and that part of Lot 2 lying between the Chicago and Milwaukee Railway and the West line of Lot 3, produced to the North line of Section 12, Township 41 North, Range 13, East of the Assessor's Plat of Evanston recorded in Book 143 of Maps, Page 45, in Cook County, Illinois; located in Section 34, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Together with Reciprocal Easements through the Premises as defined in Exhibit "A" attached hereto and make a part hereof.

OTHER PROVISIONS: The LESSOR agrees, during the term of this LEASE and any extension thereof, to hold any land now or hereafter owned or controlled by the LESSOR within a radius of one (1) mile of the PREMISES subject to the following restriction for the benefit of the LESSEE and the PREMISES and to include such restriction in all leases or sales of the land; namely, that no part of such land shall be leased or used for the manufacture or sale at wholesale or retail of donuts, pies, pastry or bakery products, except that the sale of donuts, pies, pastry and bakery products at retail if not manufactured on the premises, may be made in connection with the operation of

SWE
GREENBAY
LIVINGSTON,
EVANSTON

RETURN TO BOX 334

CASE NO 63572 Vol 2

86108980

UNOFFICIAL COPY

08020102

RECORDS

RECORDS

DATE OF DEATH:

NAME:

ADDRESS (IF KNOWN):

DEATH RECORD:

Property of Cook County Clerk's Office

RECORDS

UNOFFICIAL COPY

8 6 1 0 8 9 0 0

OTHER PROVISIONS:
(CONTINUED)

supermarkets, restaurants, diners or convenience type stores, luncheonettes and soda fountains. The LESSOR further covenants that no improvements shall be erected on such land of the LESSOR which will materially interfere with the LESSEE's curb cuts and access ways or with the visibility of the LESSEE's shop and its sign to approaching automobile traffic traveling on adjoining highways or streets. The LESSOR further agrees that the buildings referred to in Paragraph 7 of this LEASE which may be placed upon the PREMISES by the LESSEE shall at all times and under all circumstances during the term of the LEASE be considered personal property and shall not be considered as affixed to or part of the PREMISES, nor as property of the LESSOR.

The LESSOR grants the LESSEE a right of first refusal to purchase the PREMISES at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which the LESSOR shall at any time during the term of this LEASE, or any extension thereof, be ready and willing to accept. The LESSOR shall give the LESSEE written notice by certified mail of all of the terms, provisions and conditions contained in any such bona fide offer and the LESSEE shall have thirty (30) days from and after the receipt of such notice from the LESSOR in which to exercise such right.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

A. The parties hereby evidence, confirm and adopt, and incorporate by reference herein, each and all of the provisions of the Lease, declare that the same is in full force and effect, and give notice to the world of the existence of the Lease and of the provisions above set forth.

B. Should any provision of this agreement conflict with the Lease, the provisions of the Lease shall prevail and control in each and every respect.

IN WITNESS WHEREOF the parties do hereby set their hand and seal this 11th day of January, 1986.

(LESSOR)

COLUMBIA NATIONAL BANK ^{of CHICAGO} as Trustee under Trust Number 2003

[Signature]
Witness

[Signature]
Witness

[Signature] President
[Signature] Secretary

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but solely as trustee, as aforesaid. All the covenants and conditions to be performed by the LESSEE shall be performed by the LESSEE and not by the COLUMBIA NATIONAL BANK OF CHICAGO, and no action shall be brought against the COLUMBIA NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

66108980

UNOFFICIAL COPY

RECEIVED
(REVERSED)

Property of Cook County Clerk's Office

00000000

NOT RECORDED TO STATE JUDICIAL ADMINISTRATION of Veterans of Foreign Wars

UNOFFICIAL COPY

8 6 1 0 8 9 8 0

(LESSEE)

DUNKIN' DONUTS OF ILLINOIS, INC.

Alice O'Neil
Witness

John D. Shafer, Jr.
Senior Vice President

Alice O'Neil
Witness

Gilbert Rosenberg
Secretary

STATE OF Ill
COUNTY OF Cook

On the 20 day of Feb., 1986, before me personally came Phillip N. Wilson & Charles S. Miller, to me known, who, being by me duly sworn, did depose and say that they reside in Chicago, Ill.; that they are the Trust Officers & Vice Presidents of COLUMBIA NATIONAL BANK, the corporation described in and which executed the above instrument; and that they signed his name thereto by order of the board of directors and said Phillip N. Wilson acknowledged said instrument to be the free act and deed of said corporation.

Theo J. J. J.
Notary Public
My commission expires: NOTARY PUBLIC STATE OF ILLINOIS
ISSUED THIS 1ST DAY OF FEBRUARY 1986.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

On the 20th day of January, 1986, before me personally came JOHN D. SHAFER, JR., to me known, who, being by me duly sworn, did depose and say that he resides in Duxbury, Massachusetts; that he is the Senior Vice President of DUNKIN' DONUTS OF ILLINOIS, INC. the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors and said JOHN D. SHAFER, JR. acknowledged said instrument to be the free act and deed of said corporation.

Linda M. [Signature]
Notary Public
My commission expires: 6/1/87

~~AMBL 7017~~
This instrument prepared by Robert K. Sawyer, Jr., 5 Pacella Park Drive, P.O. Box 317, Randolph, Massachusetts 02368

86108980

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY

Exhibit "A"

8 6 1 0 8 9 8 0

RECIPROCAL EASEMENTS:

- A. LESSOR, for itself, its patrons, agents, employees, contractors, successors and assigns hereby reserve easements through the PREMISES for the initial installation and subsequent use, maintenance and repair of underground pipes and conduits for utility services and storm water drainage to and from the Center provided, however, that no such underground pipes and conduits shall be placed beneath the building and improvement to be constructed upon the PREMISES by LESSEE. LESSOR may enter the portion of the PREMISES upon which there is no building or improvements of the LESSEE and excavate in connection with the installation and repair of such facilities but shall promptly restore the PREMISES to its prior condition. Said easements shall only be located in such manner as not to prevent construction of LESSEE's improvements or cause unreasonable interference with the operation of LESSEE's business.
- B. LESSOR for itself, its patrons, agents, employees, contractors, successors and assigns and the other adjacent tenant(s) and their patrons, agents, employees and contractors, reserves the non-exclusive right to the use of the entrance, exits and driveways on the PREMISES (for ingress and egress) and the automobile parking facilities on the portion of the PREMISES outlined in green on the attached Exhibit "B" (for customer parking only) in common with LESSEE and its patrons, agents, employees and contractors.
- C. During the Term, LESSEE is hereby granted, for itself, its patrons, agents, employees, contractors, successors and assigns the non-exclusive use in common with others of the entrances, exits, and driveways (for ingress and egress) and automobile parking areas made available by LESSOR for adjoining LESSEE's Parking as outlined in green on Plan A. Such use shall be subject to reasonable rules and regulations from time to time promulgated by LESSOR for all lessees of the property and which said rules shall not interfere with the operation of LESSEE's business. LESSEE is hereby granted the exclusive use of the seven (7) parking spaces immediately South of the PREMISES shown outlined in yellow on the attached Exhibit "B", between the hours of 6:00 A.M. and 8:00 A.M. daily. During the remaining hours, the said seven (7) parking spaces will be used in common with customers of Merlin Muller (or a successor occupant).
- D. Nothing contained in this Paragraph 25 shall be deemed to be a dedication to public use of any areas within the PREMISES or the adjoining premises, any such inference being hereby expressly negated by both parties.

86108980

UNOFFICIAL COPY

NOV 14 1993

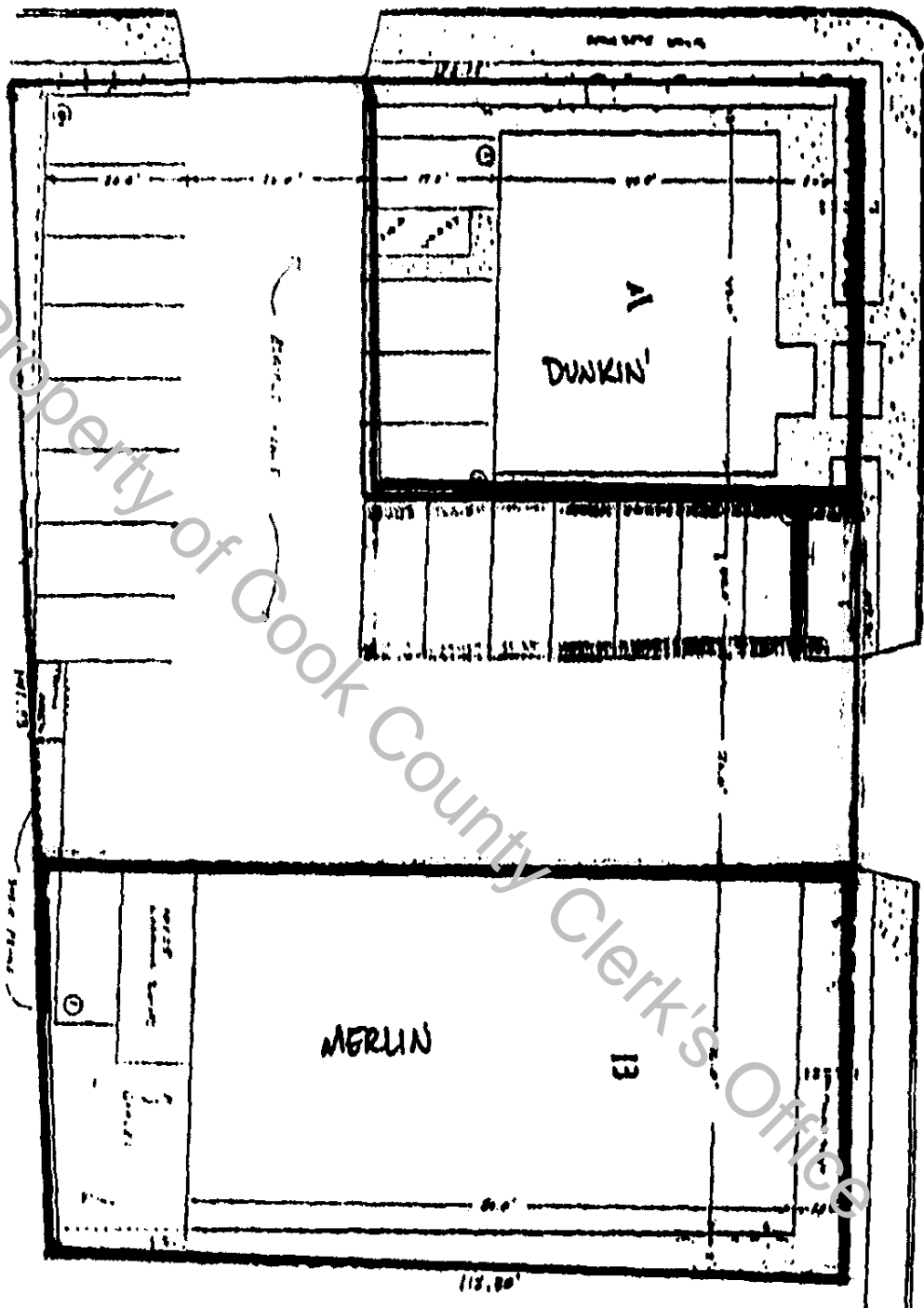
Property of Cook County Clerk's Office

11/14/93

UNOFFICIAL COPY

86108980

LIVINGSTON ST.

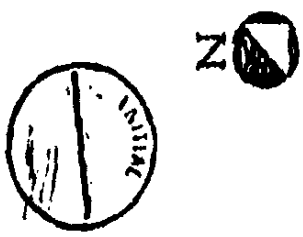


GREEN BAY RD.

86108980

BEEN DUNBERG REALTY INC
705 NORTH AVE CHICAGO IL 60610
CHICAGO, ILL. 60610
CHICAGO, ILL. 60610

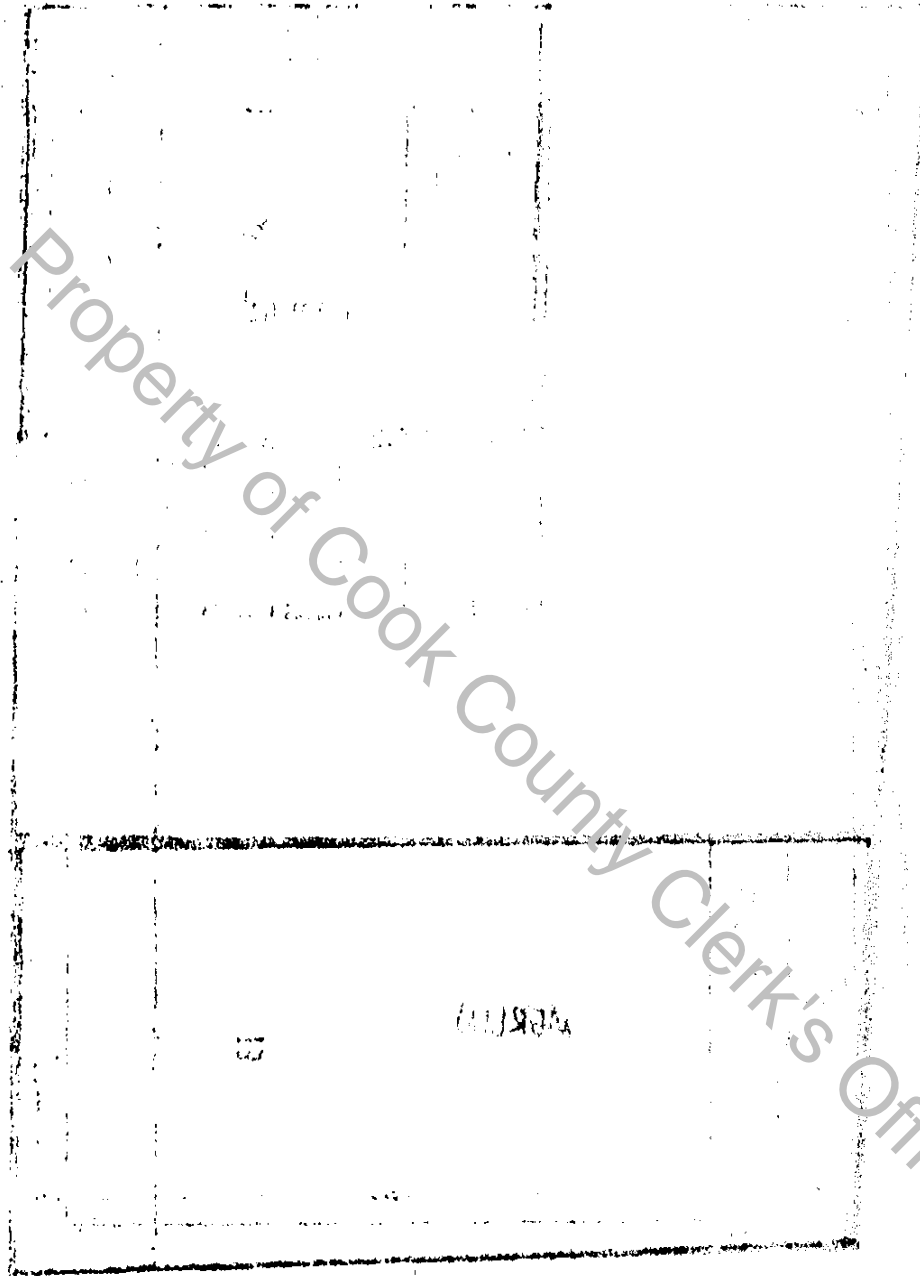
EXHIBIT 'B'



COMMON
PARKING
AREAS
(in green)

COMMON
PARKING
AREAS
(in green)

UNOFFICIAL COPY

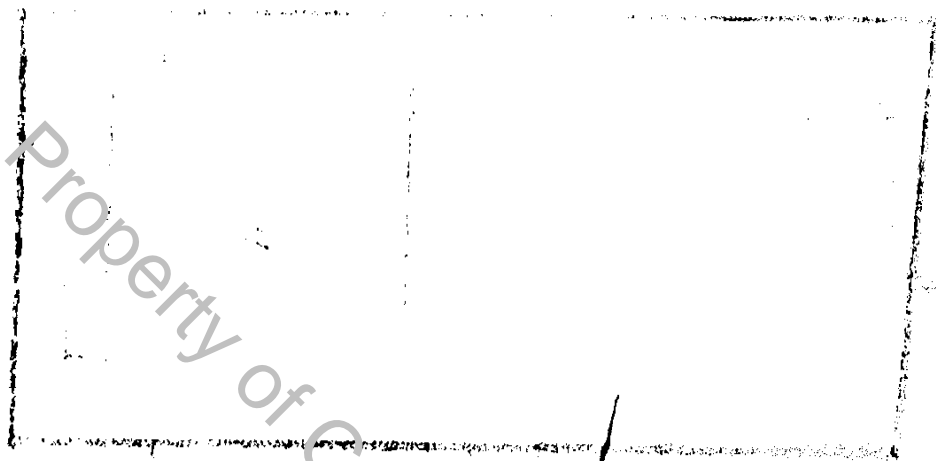


10/10/10
10/10/10
10/10/10
10/10/10



UNOFFICIAL COPY

8610898



Property of Cook County Clerk's Office

DEPT-01 RECORDING
TAMM 4856 03/20/88 12 48 00
655M
86-10898

