

MEMORANDUM OF LEASE
(Shopping Center)

87261766

THIS LEASE is made on the 7th day of April, 1988, by and between THE FIRST NATIONAL BANK OF LAKE FOREST, as Trustee under a Trust Agreement dated 12/22/81 and known as Trust No. 6907, hereinafter referred to as "Lessor", and WHITE HEN PANTRY, INC., a Delaware corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the store premises located at 1418 Hintz Road, Arlington Heights, Illinois (the "Leased Premises"), which Leased Premises contain 2,500 square feet and are depicted on the site plan attached (said entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the NEC of Hintz and Windsor (the future Buffalo Grove Road) as shown on said Exhibit A and legally described on Exhibit AA hereto attached.

The term shall begin approximately January 1, 1988, and shall end approximately December 31, 2002, subject to all of the terms, conditions, provisions and covenants of said Lease of even date herewith which are incorporated herein by reference; among said terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to three (3) successive extensions of the term of this Lease for any whole number of lease years not exceeding five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each said option by giving Lessor written notice thereof no less than six (6) months prior to the beginning of each such period of extension, in which said notice Lessee shall state the number of lease years it elects to extend said term. The word "term" whenever used herein shall mean the original term and any extension thereof unless the context otherwise requires.

Section 6.1. Use. Subject to applicable laws and governmental regulations, the Leased Premises shall be used as a retail food store (hereinafter defined). Notwithstanding the foregoing, if Lessee desires to change the use of the Leased Premises, Lessee shall give Lessor written notice of such intended use and Lessor shall have thirty (30) days after receipt of such notice in which to accept such use change or notify Lessee that the lease shall be cancelled. If Lessor does not notify Lessee that the lease will be cancelled, then said new intended use shall be deemed approved. If Lessor notifies Lessee that the lease will be cancelled, then Lessee, by notice in writing to Lessor may select the termination date no more than thirty (30) days from its notice to Lessor. As used herein "retail food store" means a store used principally for the sale at retail of food of any kind, beverages, packaged liquors and general merchandise, or any combination thereof, and other merchandise and services sold incidental to such principal use. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Facilities, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use of the Leased Premises. Lessor shall not grant any rights with respect to the Common Facilities in the area outlined in blue on Exhibit A or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center, their employees and invitees. Lessee may install and maintain a telephone booth in an appropriate place on the Common Facilities the location of which shall be subject to the reasonable approval of Lessor. Lessor shall (i) provide the Common Facilities for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs, and shall not change the portion of the Common Facilities outlined in blue on Exhibit A in any manner without the prior

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written consent of Lessee except for the completion of Phase II of the Shopping Center in the configuration substantially similar to that shown on Exhibit A, (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center, (iii) post the parking spaces directly in front of the Leased Premises for maximum ten (10) minute parking if Lessee so directs, and (iv) provide and maintain adequate waste containers on the Common Facilities.

Section 6.10. Use of Shopping Center. Lessor covenants that (i) no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for the operation of a bar, tavern or an amusement or recreation establishment (including without limitation a pool hall, bowling alley, video arcade, game center, theater, health center, and adult book store) or a restaurant other than a restaurant which is primarily a carry-out restaurant, and (ii) no portion of the Shopping Center within 40 feet of the perimeter of the Leased Premises shall be used or occupied as a barber or beauty shop, video store, real estate or other offices. Notwithstanding the foregoing, there may be a health center and one sit-down type restaurant (which may carry delivery or carry-out food items) in the Shopping Center provided such health center and restaurant are located at least 180 feet from the perimeter of the Leased Premises. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

Section 6.11. Exclusive. If the Shopping Center contains less than 40,000 square feet of floor area, Lessor covenants that no premises in the Shopping Center (excluding the Leased Premises) shall be used or occupied for (i) the retail selling of food (other than bakery goods) or beverages of any kind for consumption off the premises except that this shall not prohibit the sale of prepared ready-to-eat carry out or to be delivered foods such as fried chicken, hamburgers, chop suey and pizza and other prepared ready-to-eat carry out or to be delivered foods sold incidental thereto, or (ii) for the sale of cigarettes, tobacco, newspapers or health and beauty aids. The foregoing restrictions on use and occupancy shall be effective only so long as the Leased Premises are used for such purposes, respectively, or are not being so used because of labor controversy, acts of God, fire or other casualty, national emergency, reasonable periods of time to remodel or decorate or other causes beyond the reasonable control of Lessee or other persons occupying the Leased Premises. Also, the foregoing shall not be deemed to prohibit the sale of prepared ready-to-eat carry out foods and beverages from the sit-down type restaurant described in Section 6.10 hereof nor prohibit cigarette machines. The foregoing covenant shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of said covenant, Lessee shall be entitled to injunctive relief and any other appropriate remedy.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Lease as of the day and year first above written.

THE FIRST NATIONAL BANK OF LAKE FOREST, as Trustee aforesaid

By *Kleck*
ASST. Vice President

Attest *Ronald L. [Signature]*
TRUST OFFICER Secretary

WHITE HEN PANTRY, INC.

By *Robert B. [Signature]*
Vice President

Attest *George J. [Signature]*
ASST. Secretary

LESSOR

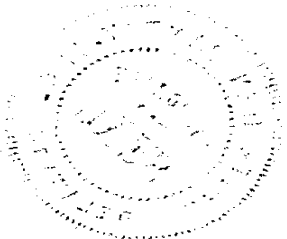
LESSEE

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LEGAL DESCRIPTION

PARCEL "A"

Commencing at the intersection of a line 50.00 feet North of the South line of the Southwest 1/4 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian (said line bears South 89 degrees-26'-05" East), with a line 50.00 feet West of the East line of the Southwest 1/4 of Section 9, aforesaid (said line bears South 00 degrees-00'-43" West); thence North 89 degrees-26'-05" West along the North right-of-way line of Hintz Road, 640.02 feet to the point of beginning of the parcel to be described; thence continuing North 89 degrees-26'-05" West, along said right-of-way line, 571.38 feet to the East line of Buffalo Grove Road; thence North 00 degrees-00'-43" East, along said East line, 117.51 feet to a point of curvature; thence Northeasterly along a curved line, being the arc of a circle convex Northwesterly and having a radius of 525.00 feet, an arc distance of 185.90 feet (the chord of which arc bears North 10 degrees-02'-58" East and measures 185.01 feet); thence South 89 degrees-26'-05" East, 539.13 feet; thence South 00 degrees-00'-43" West, 300.00 feet to the point of beginning, in Cook County, Illinois.

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STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, Charlotte M. Balk, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Robert G. Robertson personally known to me to be the President of White Hen Pantry, Inc. and George S. Bovis personally known to me to be the Assistant Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 1987.

My Commission expires:
May 17, 1989

Charlotte M. Balk
Notary Public

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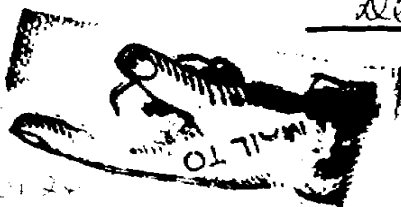
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Delores J. Paley, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that First National Bank of Lake Forest personally known to me to be the TRUST OFFICER and Secretary of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument of writing as President and TRUST OFFICER Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of April, 1987.

My Commission expires: September 5, 1988

Delores J. Paley
Notary Public



Proposed by: B S Banks
Relinquished: R O [unclear]
White for [unclear] Inc.
600 T. S. [unclear] St.
Evanston, Ill. [unclear]

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