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Record and Return to
June F. Kaplan, Esq.
Real Estate Department
Toys "R" Us, Inc. 1990 OCT 16 PM 2:08
461 From Road
Paramus, New Jersey 07652

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MEMORANDUM OF LEASE

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MEMORANDUM made this 2nd day of October, 1990, between LA SALLE NATIONAL TRUST, N.A., (as successor trustee to LaSalle National Bank), as Trustee under Trust Agreement dated October 1, 1961 and known as Trust No. 28684, having an office at c/o Joseph J. Freed and Associates, Inc., 1000 Capitol Drive, Wheeling, Illinois 60090 ("Landlord") and TOYS "R" US, INC., a Delaware corporation, having an office at 461 From Road, Paramus, New Jersey 07652 ("Tenant").

Preliminary Statement

Landlord is the owner of certain real property more particularly described on Exhibit A annexed hereto (the "Land") and more particularly shown on Exhibit B annexed hereto ("Site Plan"). Landlord and Tenant have, on the date hereof, entered into a lease (the "Lease") demising the portion of the Land shown outlined on the Site Plan and designated as "Leased Premises" (hereinafter sometimes referred to as "Demised Premises") to Tenant together with the non-exclusive right to use the Common Areas (as defined in the Lease). In connection therewith Landlord and Tenant have entered into this Memorandum to confirm the demise of the Demised Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

This instrument prepared by:

June F. Kaplan
June F. Kaplan, Esq.

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A) Subject to Sections 1.06 and 1.08 of the Lease, the Lease shall commence on the "Rent Commencement Date" (as defined in the Lease) and shall expire on the date which is the last day of the twenty-fifth (25th) "Lease Year" (as hereinafter defined).

Landlord shall, however, deliver to Demised Premises to Tenant upon the execution of the Lease, and Tenant shall have use of the Demised Premises pursuant and subject to all of the terms and provisions of the Lease and the Lease shall be deemed to be in full force and effect as of the date hereof.

As used in the Lease, the term "Demised Term" shall mean the period from the Rent Commencement Date to the later of (i) the expiration of the Initial Term, or (ii) the date of the expiration of the latest renewal period for which Tenant has exercised its option to renew the Lease.

The term "Lease Year" shall mean each successive period of 12 consecutive calendar months, commencing on the Rent Commencement Date.

Tenant shall have the option to renew the Lease for four (4) five (5) year renewal periods, commencing at the expiration of the Initial Term, pursuant to all of the terms, covenants and conditions of this Lease except that Tenant shall not have the right to renew this Lease beyond the expiration of the last renewal period, as aforesaid.

B) The Lease further provides for rights and other covenants and restrictions with regard to the Demised Premises and the Land. The following provisions, among others, are contained in the Lease and any term not otherwise defined herein shall have the same meaning as in the Lease:

Section 1.02. Common Areas and Facilities. As used herein the "Common Areas" shall mean the parking areas, driveways, truckways, delivery passages, truckloading areas (except the truckloading and receiving area, if any, within or adjacent to the Leased Premises for Tenant's exclusive use), ingress and egress, roadways, curb cuts, walkways, sidewalks,

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mall areas, landscaped and planted areas, equipment and maintenance rooms servicing the Shopping Center and all other areas of the Shopping Center to be used in common with the other tenants therein. The term "Common Areas" shall also include Common Area Facilities (as defined below). The exterior lighting, drywells, drainage, and except as may be herein otherwise provided, utility lines and other improvements located within the Common Areas are hereinafter referred to as the "Common Area Facilities".

Section 7.04. Landlord's Responsibilities: Common Areas. Landlord shall operate and maintain the Common Area Facilities in a clean, attractive and functional condition for use by the tenants and customers of the Shopping Center in a manner commensurate with the standards maintained by similar shopping centers of comparable size having rated first-class tenancies located in the Chicago, Illinois metropolitan area.

Section 7.10. Landlord's Covenants. During the Lease Term, Landlord agrees that:

(a) Landlord shall not construct or consent to the construction of buildings or other structures on any land within the Shopping Center except within the areas designated on the Site Plan attached hereto as Exhibit "B" as "Outlots" or as "Permissible Building Areas". Landlord further shall not construct any additional levels to the buildings or other structures on any land within the Shopping Center except within said areas designated on the Site Plan as "Outlots".

(b) Landlord shall provide parking areas within the Shopping Center of sufficient size to accomodate not less than three (3) cars for every 1,000 square feet of the leaseable floor area of the buildings located on the Shopping Center (provided, however, that there shall be excluded from said calculation of leaseable floor area the floor area of any building located on any outlot shown on Exhibit "B" hereto [provided the parking area on said outlot shall also be excluded

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from said calculation of parking areas within the Shopping Center] and, for purposes of such calculation, each two square feet of second-floor and lower level floor space shall be counted as one square foot). Landlord agrees that any outlot shown on Exhibit "B" shall contain sufficient parking areas within such outlot as is required by law. Landlord further shall not relocate any such parking areas or rights-of-way or curb cuts without the prior written consent of Tenant, which consent shall not be unreasonably withheld or delayed; provided, however, Landlord shall not modify any portion of the Common Areas directly between the Leased Premises and Rand Road, as shown on Exhibit "B" hereto, or eliminate any of those four (4) curb cuts marked on Exhibit "B" with an asterisk, without the prior written consent of Tenant.

(c) Except for uses under leases in existence on the date hereof and any replacements thereof (as set forth in Exhibit "F" attached hereto and made a part hereof) and except for any use under an existing lease which does not prohibit the following uses, Landlord shall not permit the Shopping Center to be used or occupied for a (i) restaurant or fast food operation incorporating a substantial number of coin or token-operated amusements or showing movies to its customers; (ii) tavern or bar; (iii) nightclub; (iv) the sale, distribution or exhibition of indecent or pornographic literature or adult book store; (v) restaurant serving or permitting the consumption of alcoholic beverages if the sale or serving of such alcoholic beverages changes the nature and character of the restaurant operation by attaining the level of being more than an adjunct to the principal operation of the premises as a restaurant; (vi) amusement arcade or game room; (vii) discotheque or nude or topless show; (viii) bowling alley; (ix) so-called "head shop"; (x) car wash; (xi) auto repair or body shop; (xii) amusement or recreational center; (xiii) pool hall or billiard parlor; (xiv) funeral parlor; (xv) automobile dealership or vehicle rental

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RIDER ATTACHED TO AND MADE A PART OF LEASE DATED 10/12/90

This LEASE is executed by LA SALLE NATIONAL TRUST, N.A., 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 under the express direction of the beneficiaries of a certain Trust Agreement dated 10/1/61 and known as Trust No. 28684 at LA SALLE NATIONAL TRUST, N.A., to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said 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 to pay any indebtedness accruing hereunder or to perform any covenants, 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 said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for the payment thereof. 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 such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

agency; (xvi) skating rink; (xvii) theatre or movie theatres or music or dance show; (xviii) off-track betting facility; (xix) health spa or exercise or sports facility, within 500 feet of the Store; (xx) a sit-down restaurant within 150 feet of the Store; or (xxi) any operation, use or business that: (a) creates strong, unusual or offensive odors, fumes, dust or vapors, (b) is a public or private nuisance; (c) emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; (d) creates unusual fire, explosive or other hazards; or (e) is used in whole or in part, as or for: warehousing, except in conjunction with a tenant's retail or other business operation, or for dumping or disposing of garbage or refuse, or industrial purposes, or a banquet or catering hall or a massage parlor.

Section 15.02. Exclusive Use. Landlord shall not lease or permit to be leased or operated any other store located within the Shopping Center, for the principal use or purposes (as measured by sales volume or square footage of sales area) of the sale of infant and/or juvenile clothing, infant and/or juvenile wearing apparel and/or infant and/or juvenile shoes (any of the foregoing shall hereinafter be referred to individually or collectively as the "Exclusive Use"). For purposes hereof, the "incidental sale" of any of such items in connection with the overall business of Landlord, other tenants or occupants shall not be deemed a violation hereof. An "incidental sale" shall be deemed to be the lesser of 2,500 square feet of retail floor space or ten percent (10%) of the floor area in the aggregate in any one premises for the sale of any of the items set forth herein. This Section shall not apply to (a) any lease predating this Lease described on Exhibit "E" (or any successors or replacements thereof except that no replacement tenant shall have as its primary use a store selling any items constituting the Exclusive Use, or (b) any lease for a store in the Shopping Center containing a department or retail

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sales area for any of the items constituting the Exclusive Use, regardless of the floor area thereof (provided such department or sales area shall not be the primary department or sales area of the store), so long as such department or retail sales area and size thereof is typical to the majority of the stores, if any, operated in the Chicago, Illinois metropolitan area by the tenant of such store in the Shopping Center. The requirement of this Section shall expire upon Tenant's change of use of the Leased Premises to a use other than as a children's clothing store.

This Memorandum is subject to all of the terms, conditions and limitations set forth in the Lease and the Lease is hereby incorporated herein for all purposes with the same effect as though the terms and conditions thereby were set forth herein in their entirety.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date just above written.

LANDLORD:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

LA SALLE NATIONAL TRUST, N.A.
not personally but as Trustee
as aforesaid

ATTEST:

ASSISTANT, Secretary

By:

IES: VICE PRESIDENT

SEAL

TENANT:

TOYS "R" US, INC.

ATTEST:

Michael Paul Miller
MICHAEL PAUL MILLER
ASSISTANT SECRETARY

By:

Michael Paul Miller
Michael Paul Miller
Sr. Vice President -
Real Estate

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STATE OF NEW JERSEY)
)
COUNTY OF BERGEN)

On this the *3rd* day of October, 1990, before me, the undersigned officer, personally appeared Michael Paul Miller and Michael L. Tumolo, who acknowledge themselves to be the Senior Vice President - Real Estate and Assistant Secretary, respectively, of TOYS "R" US, INC. a Delaware corporation and that they as such and Senior Vice President - Real Estate and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as Senior Vice President - Real Estate and Assistant Secretary

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

[SEAL]

Johanna Graniero
Notary Public

JOHANNA GRANIERO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 18, 1991

Property of Cook County Clerk's Office

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EXHIBIT A
THE LAND
LEGAL DESCRIPTION

Lot 1 of Northgate Shopping Center Subdivision of Part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPT:

That part of Lot 1 of Northgate Shopping Center Subdivision, being a Subdivision of part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Lot 1 thence Southward along the Westerly line of said Lot 1, being the Easterly line of Arlington Heights Road; South 1 degree 50 minutes 41 seconds East, a distance of 73.57 feet; thence South 00 degrees 17 minutes 45 seconds East, a distance of 470.00 feet; thence South 13 degrees 37 minutes 59 seconds East a distance of 40.00 feet; thence South 33 degrees 05 minutes 01 seconds East, a distance of 37.43 feet to the point of beginning; thence South 33 degrees 05 minutes 01 seconds East, a distance of 7.57 feet; thence Southeasterly along a line being 50.00 feet Northeasterly of and parallel with the centerline of Rand Road, South 48 degrees 24 minutes 05 second East, a distance of 387.47 feet; thence South 50 degrees 47 minutes 20 seconds East, a distance of 48.01 feet; thence North 48 degrees 24 minutes 05 seconds West, a distance of 144.74 feet to the point of beginning, all in Cook County, Illinois.

PJA Nos:

03-17-301-017-0000

03-17-301-014-0000

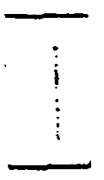
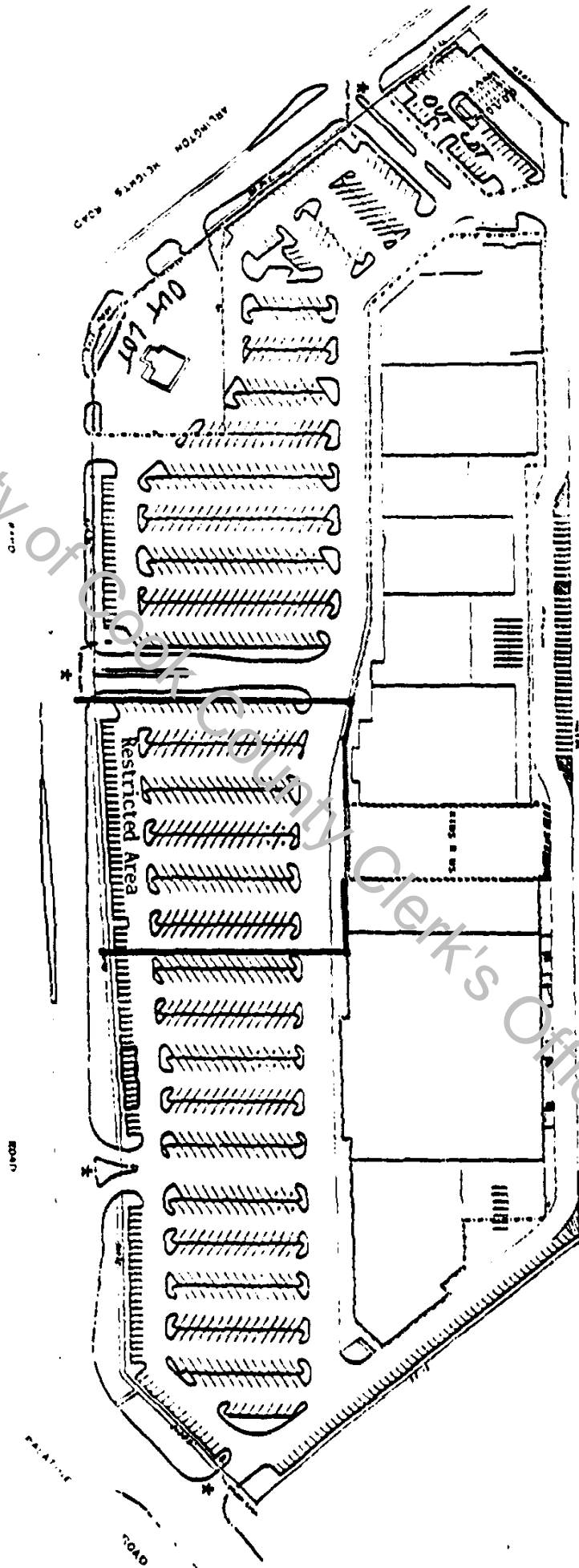
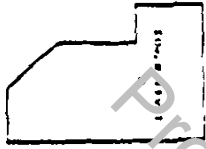
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*Address: Northeast corner of Rand & Palatine Roads,
Arlington Heights*

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LEGEND
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PROPERTY SURVEYOR - CIVIL
ANN ARBOR MICHIGAN