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OFFICIAL BUSINESS  
VILLAGE OF SKOKIE

Lease

By this Lease, made in multiple copies the 11<sup>th</sup> day of December, 1991, between the VILLAGE OF SKOKIE,

hereinafter called "VILLAGE", and COLE TAYLOR BANK, as Trustee under Trust Agreement dated October 1, 1991, and known as Trust

No. 91-3025, hereinafter called "DEVELOPER";

DEPT-01 RECORDINGS \$39.00  
T#0000 TRAN 1090 02/09/93 10:37:00  
#5132 # \*73-105681  
COOK COUNTY RECORDER

1. VILLAGE hereby leases to DEVELOPER, and DEVELOPER hereby rents from VILLAGE, for a term of fifty (50) years commencing on the same date that the lease between DEVELOPER and Bond Drug Company of Illinois commences and subject to adjustment as provided in Article 3(a) and subject to prior termination as hereinafter provided, the parking area located in the VILLAGE of Skokie, State of Illinois to include not less than 146 feet of frontage facing Oakton Street and not less than 139 feet of depth, but having an irregular shape, hereinafter referred to as the "Leased Premises", adjacent to the building located at 4844-50 W. Oakton Street, Skokie, Illinois together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown outlined in red on the plan attached hereto and made a part hereof as Exhibit "A", and as legally described in Exhibit "B" hereto attached and made a part hereof.

2. DEVELOPER shall pay as rent for the leased premises a sum equal to the greater of \$1.00 annually in advance or ten percent (10%) of the percentage rent received by DEVELOPER by reason of its Lease Agreement with Bond Drug Company of Illinois, its successors or assigns; as detailed in Article 2 of the lease dated 11/10/92 between DEVELOPER and Bond Drug Company of Illinois, as referenced in Paragraph 5 of this Lease.

3. (a) If the commencement date stated in Paragraph 1 of this Lease is other than the first day of the calendar month, then the term shall continue to and include the last day of the same calendar month of the fiftieth year thereafter.

(b) DEVELOPER shall have the right and option, at DEVELOPER'S election, to terminate this Lease effective as of the last day of the 240th full calendar month of the term, effective as of the last day of the 300th full calendar month of the term, effective as of the last day of the 360th full calendar month of the term, effective as of the last day of the 420th full calendar month of the term, effective as of the last day of the 480th full calendar month of the term or effective as of the last day of the 540th full calendar month of the term. If DEVELOPER shall elect to exercise any such option, DEVELOPER shall send notice thereof to VILLAGE, at least 6 months prior to the date this Lease shall so terminate, but no notice shall be required to terminate this Lease upon the expiration of the full term.

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In addition, this Lease, at DEVELOPER'S option, shall automatically terminate upon notice to VILLAGE upon the date of termination of the Lease between DEVELOPER and Bond Drug Company of Illinois, referenced in Paragraph 2 of this Lease, (whether by expiration of term, agreement by the parties, or default by the parties, or otherwise), and the rights and obligations of VILLAGE and DEVELOPER under this Lease shall cease as of such date.

4. (a) VILLAGE shall put DEVELOPER into exclusive physical possession of the Leased Premises on the same date as DEVELOPER obtains possession of the premises leased by DEVELOPER to Bond Drug Company, commonly known as 4844-50 Oakton Street, Skokie, Illinois, referenced in Paragraph 2 of this Lease.

(b) VILLAGE represents that it has no knowledge concerning any current or previous use of the Leased Premises which would lead a reasonable person to suspect that hazardous wastes or hazardous substances were deposited, stored, disposed of or placed upon, about or under the Leased Premises. In order to make the foregoing representation, VILLAGE states that it has made due inquiry or investigation as appropriate.

(c) It shall be a condition precedent to the delivery of possession of the Leased Premises to DEVELOPER that VILLAGE shall have first delivered to DEVELOPER satisfactory evidence of VILLAGE'S title together with each instrument, if any, required by Section (b) of Paragraph 12. DEVELOPER'S acceptance of possession of the Leased Premises in the absence of full satisfaction of said condition precedent shall in no manner be deemed a waiver thereof or of any of the requirements of Paragraph 12.

5. VILLAGE and DEVELOPER acknowledge that this Lease is expressly conditioned upon (a) the execution of that certain Lease, referenced in Paragraph 2, dated 11/2/92 between Cole Taylor Bank as Trustee under Trust Agreement dated October 1, 1991, and known as Trust No. 91-3025, as Landlord and Bond Drug Company of Illinois, as Tenant, leasing the premises adjacent to the Leased Premises and known as 4844-50 W. Oakton Street, Skokie, Illinois, (b) the delivery of possession of 4844-50 W. Oakton to Bond Drug Company and its acceptance thereof, and (c) the granting by VILLAGE to DEVELOPER, its successors and assigns, DEVELOPER'S customers, employees, agents and invites of a nonexclusive easement for vehicular parking and for pedestrian and vehicular passage, ingress to and egress from the property owned by hereto and made a part hereof. If the above conditions are not met prior to delivery of possession of the Leased Premises, for any reason whatsoever, then this Lease, at DEVELOPER'S option, may be null and void and thereafter neither VILLAGE nor DEVELOPER shall have any further obligations or liabilities to the other.

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6. (a) The Leased Premises shall be for the free and exclusive use of customers, invites and employees, DEVELOPER, lessees, their successors or assigns. No buildings or other structures shall be erected within the areas shown on Exhibit "A". Said Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on Exhibit "A", or such locations as are deemed appropriate by VILLAGE. Automobile traffic aisles within said Parking Areas shall run in directions shown on Exhibit "A", and use of the property shall be in accordance with all applicable codes, ordinances, statutes, rules and regulations.

(b) DEVELOPER shall, from time to time during the term of this Lease commencing on the first day of the term of this Lease, maintain and repair the Leased Premises in accordance with all applicable codes, ordinances, statutes, rules and regulations. DEVELOPER shall be responsible for snow and ice removal, providing landscaping in island areas and as screening along the Oakton Street public right-of-way.

7. (a) Notwithstanding any other provision of this Lease, it is an express condition of this Lease that DEVELOPER, at DEVELOPER'S cost and expense, may erect and maintain a readerboard pylon sign on the Leased Premises for the sole display of DEVELOPER'S sign thereon. After execution of this Lease, DEVELOPER shall use due diligence to obtain required permits in order to erect a readerboard sign. If DEVELOPER is unable to obtain permits in order to erect said readerboard pylon sign prior to delivery of possession of the Leased Premises for any reason whatsoever, DEVELOPER, at DEVELOPER'S option, may terminate this Lease. DEVELOPER shall have the right, in connection with opening for business, to install Grand Opening decorations on the parapet wall of the building and on light standards. Any and all sign installation, erection, and maintenance shall be in accordance with all applicable codes, ordinances, statutes, rules and regulations.

(b) DEVELOPER shall, at all times have the right to remove the above referenced sign and other fixtures or equipment installed by DEVELOPER, it being expressly understood and agreed that said property shall not become part of the Leased Premises but shall at all times be and remain the personal property of DEVELOPER and shall not be subject to any VILLAGE lien. If signage and other fixtures are removed from the Leased Premises, the property shall be restored to its original condition as on the date this Lease commenced.

(c) Whenever the term DEVELOPER is used in this Section 7, it shall be deemed to include DEVELOPER'S successors, assigns and sublessees.

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8. VILLAGE shall not, without DEVELOPER'S written consent, grant any rights, other than normal pedestrian rights, in the sidewalk adjoining the Leased Premises. Should the entrance to the Leased Premises or said sidewalk, to the extent set forth in this Paragraph, be obstructed or blocked by or with the consent of VILLAGE, DEVELOPER shall be entitled to an appropriate and proportionate abatement in rent.

9. So long as Bond Drug Company of Illinois, its parent corporation or its corporate affiliates, is obligated, as tenant, guarantor or assignor, to pay rent per the Lease referenced in Paragraph 5 of this Lease for the premises at 4844-50 Oakton Street, dated 11/10/92, then DEVELOPER hereunder may assign, sublet or license the premises for parking in connection with any lawful purpose. If the Bond Drug Company of Illinois is not obligated to pay rent as aforementioned, then DEVELOPER'S right hereunder to assign, sublet, or license the premises shall be limited to a regional or national retail chain or establishment, subject to the approval of the VILLAGE. Such approval shall not be unreasonably withheld. Any assignee or sublettee must maintain the insurance as specified in Paragraph 14, including naming VILLAGE as an additional insured, and must comply with all other terms and conditions of this Lease.

10. At the expiration or termination of this Lease, DEVELOPER shall surrender immediate possession of the Leased Premises in the same condition as when delivered to DEVELOPER, reasonable wear and tear, changes and alterations, and damage by the elements excepted. Any holding over by DEVELOPER shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new Lease, but in such case VILLAGE'S rights shall be limited to either the immediate termination of DEVELOPER'S occupancy or the treatment of DEVELOPER'S occupancy as a month to month tenancy, and custom or law to the contrary notwithstanding. DEVELOPER shall repair damage caused by the removal of DEVELOPER'S fixtures and equipment.

11. If any sums due VILLAGE remain unpaid or if DEVELOPER breaches any of the other non-monetary covenants of this Lease and if such other breach continues for thirty (30) days after receipt of notice from VILLAGE, VILLAGE shall then but not until then, have the right to sue for rent, or to terminate this Lease and re-enter the Leased Premises; but if DEVELOPER shall pay said sums in good faith within said thirty (30) days or commence to correct such other breach, and diligently proceed therewith, then DEVELOPER shall not be considered in default. If VILLAGE shall from time to time fail to perform an act or acts required of VILLAGE by this Lease and if such failure continues for thirty (30) days after receipt of notice from DEVELOPER, DEVELOPER shall then have the right, at DEVELOPER'S option, to perform such act or acts and the full amount of the cost and expense so incurred

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shall immediately be owing by the VILLAGE to DEVELOPER, and DEVELOPER shall have the right and is hereby irrevocably authorized and directed to deduct such amount from sums due VILLAGE. If VILLAGE shall in good faith within said thirty days commence to correct such breach, and diligently proceed therewith to completion, then VILLAGE shall not be considered in default. No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof.

12. (a) VILLAGE covenants, represents and warrants that VILLAGE has legal title to the Leased Premises and the right to make this Lease, that said entire property is now free and clear of all liens, encumbrances and restrictions, except, applicable codes, ordinances, statutes and rules and regulations and those and those encumbrances liens and restrictions contained in the title commitment issued by Chicago Title and Trust Company dated NOVEMBER 19, 1992 and that upon paying the rents and keeping the agreements of this Lease on its part to be kept and performed, DEVELOPER shall have peaceful and uninterrupted possession during the continuance of this Lease. VILLAGE shall furnish DEVELOPER satisfactory evidence of VILLAGE'S title. Satisfactory evidence of VILLAGE'S title may be in the form of an opinion of counsel setting forth, based on examination of the appropriate public records, the owner of fee simple title to the Leased Premises, all relevant encumbrances and restrictions to which the Leased Premises are subject. Such information should specifically cover the date of execution of this Lease and the date of recording of the Memorandum of Lease. In lieu of the above, DEVELOPER will accept a copy of VILLAGE'S title policy, together with VILLAGE'S counsel's title opinion for the period after the date of such policy to a date just prior to execution of this Lease and an updated title policy or VILLAGE'S counsel's title opinion dated after the recording of the Memorandum of Lease, showing such document of record. VILLAGE warrants and represents that no encumbrance or restriction imposed upon the Leased Premises, whether or not described in this Section (a), shall impair and/or restrict any right granted to DEVELOPER or derived by DEVELOPER under this Lease and VILLAGE does hereby indemnify and hold DEVELOPER harmless from and against all loss, cost and expense (including without limitation attorneys fees and court costs) resulting from the breach of the foregoing warranty and representation.

(b) It is understood and agreed that DEVELOPER shall, in no event, be obligated to accept possession of the Leased Premises until the VILLAGE has complied with the provisions of this Paragraph.

13. VILLAGE, upon execution of this Lease, shall make a mailing address change on the property tax records so that the tax bill and tax notices for the Leased Premises will be mailed to DEVELOPER at the following address:

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The Taxman Corporation  
9933 N. Lawler #516  
Skokie, Illinois 60077

After said property tax records are changed, DEVELOPER shall promptly send to VILLAGE copies of all tax bills and tax notices received by DEVELOPER with respect to Leased Premises. Prior to the date that the tax bill is mailed directly to DEVELOPER, VILLAGE, prior to delinquency, shall send to DEVELOPER a copy of the tax bill for the Leased Premises. Upon receipt of the aforesaid tax bills.

(a) DEVELOPER shall pay, when due and before delinquency, the general real estate taxes (including all special benefit and special assessments) levied and assessed against the Leased Premises, commencing on the 1st day of the term of this Lease, and continuing for the remainder of the term. However, the general taxes levied or assessed for the year during which the Bond Drug Company opens for business at 4844-50 Oakton Street shall be prorated between VILLAGE and DEVELOPER so that DEVELOPER shall pay only such part thereof as the period commencing on such date and ending December 31st bears to such entire tax year, and the general taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between VILLAGE and DEVELOPER so that DEVELOPER shall pay only such part thereof as the period commencing on January 1 and ending on the date this Lease expires or is terminated bears to such entire tax year. Within sixty (60) days after payment of any such taxes, or as soon thereafter as receipt bills are available, DEVELOPER shall furnish to VILLAGE photocopies of bills indicating such payments.

It is understood that any liability hereunder for any period in which the term of this Lease shall not cover an entire tax year shall be properly prorated.

All special benefit taxes and special assessments shall be spread over the longest time permitted and DEVELOPER'S liability for installments of such special benefit taxes and special assessments not yet due shall cease upon the expiration or termination of this Lease.

(b) DEVELOPER/or its designee shall have the right to contest the validity or the amount of any tax or assessment levied against the Leased Premises or any improvements thereon, provided that DEVELOPER shall not take any action which will cause or allow the institution of foreclosure proceedings against the Leased Premises. VILLAGE shall cooperate in providing supporting information for any proceedings to contest the validity or amount or real estate taxes and will execute any documents reasonably required therefor. DEVELOPER shall not contest property taxes or assessments on the basis that the property is publicly owned.

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VILLAGE covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition, or levy paid by DEVELOPER under the provisions of this Lease, such refund or rebate shall belong to DEVELOPER. Any such refunds or rebates which shall be received by VILLAGE shall be trust funds and shall be forthwith paid to DEVELOPER. VILLAGE shall, on request of DEVELOPER, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to DEVELOPER such refund or rebate as received by VILLAGE.

14. DEVELOPER shall either self-insure or procure and continue in effect public liability insurance against claims for death or bodily injury in any one accident, mishap or casualty in the amount of \$1,000,000 and property damage insurance in the amount of \$500,000. VILLAGE shall be named as an additional insured on all insurance policies in connection with the Leased Premises. Any insurance coverages required to be maintained by DEVELOPER pursuant to this Lease, may be maintained by DEVELOPER pursuant to Master Policies of Insurance (including deductibles and provisions for self-insurance contained therein) covering other locations of DEVELOPER or its corporate affiliates.

15. VILLAGE and DEVELOPER shall each indemnify and hold harmless the other against and from any and all loss, cost and expense resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment.

DEVELOPER further agrees to defend, indemnify and hold VILLAGE, its officers, employees, agents, successors, and assigns harmless from any and all claims or demands for loss of and damage to property or for injury or death to any person from any cause whatsoever while in, upon, about the Leased Premises and also indemnify VILLAGE and hold it harmless from and against any and all loss, costs, damages or expenses, including but not limited to court cases and attorneys' fees which it may suffer, incur or sustain in connection with the exercise by DEVELOPER of the rights and privileges granted to it by VILLAGE or obligations undertaken by DEVELOPER under the terms of this Lease.

DEVELOPER or DEVELOPER'S tenant shall name the VILLAGE as an additional insured under its general liability policy with a minimum as referenced in Paragraph 14 above. Such insurance shall be maintained during the term of this Lease. It shall be the DEVELOPER or DEVELOPERS tenants responsibility to provide the VILLAGE with evidence of such insurance on an annually basis.

16. VILLAGE and DEVELOPER represent that they have dealt with no broker or agent with respect to this Lease. VILLAGE and DEVELOPER hereby indemnify and save and hold each other harmless against any claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorney's fees and costs) arising out of the negotiation and execution of this Lease or VILLAGE'S and DEVELOPER'S interest or involvement with respect to the Leased Premises.

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17. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, addressed to:

VILLAGE, VILLAGE of Skokie  
5127 Oakton Street  
Skokie, Illinois 60077  
ATTENTION: Village Manager

DEVELOPER, The Taxman Corporation  
9933 N. Lawler - #516  
Skokie, Illinois 60077

Each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

18. If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

19. This instrument shall merge all undertakings between the parties hereto with respect to the Leased Premises and shall constitute the entire Lease unless otherwise hereafter modified by both parties in writing. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.

IN WITNESS WHEREOF, VILLAGE and DEVELOPER have executed this Lease, under seal, as of the day and year first above written.

COLE TAYLOR BANK, as  
Trustee under Trust  
Agreement dated 10/1/91  
and known as Trust  
#91-3025

VILLAGE OF SKOKIE

BY: Peter Jung

BY: [Signature]

Village Manager

Attest:

Attest:

[Signature]

[Signature]

Liability provision restricting any liability of  
Cole Taylor Bank stamped on the reverse side  
heretofore attached hereto is hereby expressly  
made a part hereof.

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Business Phone 674-7373  
Home Phone 272-7097

*Chicago lot lease*  
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Michael J. Mattis, President  
Illinois Registered Land Surveyor No. 2104

**Samborski, Mattis, Inc.**

**SURVEYORS**

Residential • Commercial • Industrial • Condominiums

4332 OAKTON STREET

SKOKIE, IL 60076

December 31, 1991

Thomas Thompson  
Village of Skokie  
5117 Oakton Street  
Skokie, Illinois 60077

Dear Mr. Thompson:

The following is the legal description you requested:

"The East 146 feet of lot 1 (as measured on the south line of lot 1 in Clara Blameuser's Oakton Street Subdivision, a Resubdivision of the south 146 feet of lot 3 and that part of lot 4 which lies west of the westerly right of way line of Chicago and Northwestern Railway (except therefrom the south 7 feet of said lots 3 and 4 taken for widening of Oakton Street) in the subdivision of lot 2 in the subdivision of the south 105 acres of the south east quarter of Section 21, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois".

Yours truly,

Samborski, Mattis, Inc.

*Michael J. Mattis*

Michael J. Mattis, President

MJM/PLM

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