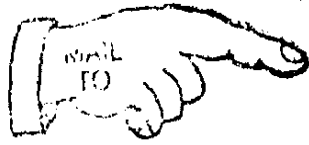


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This Instrument Prepared By
and return to:

Michael J. Schewel, Esq.
McGuire Woods Battle & Boothe
One James Center
Richmond, Virginia 23219

SHORT FORM LEASE AND MEMORANDUM OF LEASE AGREEMENT

DEPT-11 REC'D 93132010 \$39.50
T#0010 TRAN 9601 02/19/93 09:32:00
#9512 # *-93-132010
COOK COUNTY RECORDER

THIS SHORT FORM LEASE AND MEMORANDUM OF LEASE AGREEMENT is a memorandum of an unrecorded Indenture of Lease dated as of February 12, 1993 (the "Memorandum"), by and between MILWAUKEE GOLF DEVELOPMENT COMPANY, an Illinois limited partnership, having an office at 9101 Greenwood Avenue, Niles, Illinois 60714 (the "Landlord") and CIRCUIT CITY STORES, INC., a Virginia corporation, having an address at 9050 Mayland Drive, Richmond, Virginia 23233-1464 (the "Tenant").

93132010

W I T N E S S E T H :

1. Definitions. Unless otherwise expressly defined in this Memorandum, or the context shall otherwise require, capitalized terms used in this Memorandum shall have the meaning assigned to such terms in the Indenture of Lease.

2. Leased Premises. The Landlord and the Tenant have entered into an Indenture of Lease dated as of the date hereof (the "Lease") covering the parcel of land crosshatched on Exhibit A attached (the "Leased Property"). In addition, the Landlord



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has granted to the Tenant, pursuant to Section 7.A of the Indenture of Lease, a copy of which section is attached hereto as Exhibit B, easements over the common areas of the shopping center

3. Lease Term. The Leased Property is leased for an Original Term commencing on the date hereof and expiring on January 31, 2009. In addition, the Tenant shall have the right to extend the Lease for three (3) consecutive Renewal Terms of five (5) Lease Years each.

4. Additional Provisions. Attached hereto as Exhibits B and C are copies of certain provisions contained in the Indenture of Lease. In addition to the attached provisions and those other terms referred to herein, the Indenture of Lease contains numerous other terms, covenants and conditions which affect the Leased Property, and notice is hereby given that reference should be had to the Indenture of Lease directly with respect to the details of such terms, covenants and conditions.

5. Effect. This Memorandum does not alter, amend, modify or change the Indenture of Lease or the exhibits thereto in any respect. It is executed by the parties solely for the purpose of recordation, and it is the intent of the parties that it shall be so recorded and shall give notice of and confirm the Indenture of Lease and exhibits thereto to the same extent as if all of the provisions of the Indenture of Lease and exhibits thereto were fully set forth herein. The Indenture of Lease and exhibits thereto are hereby incorporated by reference in this Memorandum and the parties hereby ratify and confirm the Indenture of Lease

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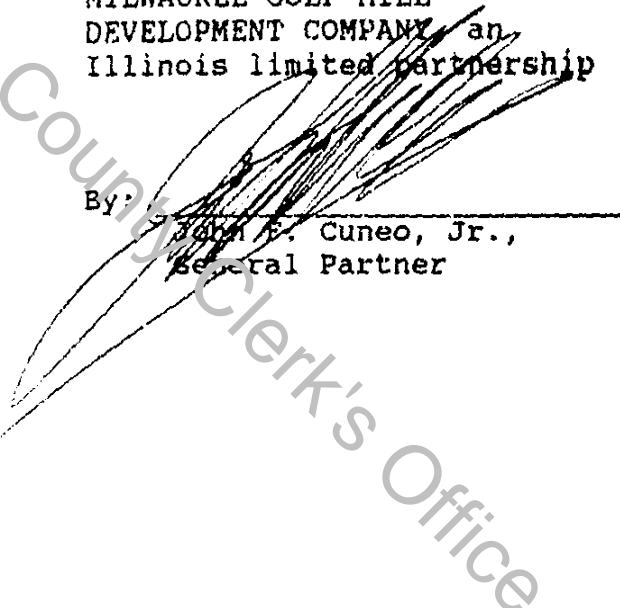
as if said Indenture of Lease were being re-executed by them and recorded. In the event there is any conflict between the provisions of this Memorandum and the provisions of the Indenture of Lease, the provisions of the Indenture of Lease shall control.

6. Counterparts. This Memorandum may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LANDLORD:

MILWAUKEE GOLF MILL
DEVELOPMENT COMPANY, an
Illinois limited partnership

By: 
John F. Cuneo, Jr.,
General Partner

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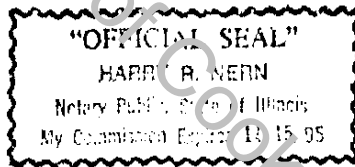
STATE OF Illinois)
County of Cook) ss.

On this 18th day of February, 1993,
before me appeared John F. Cuneo, Jr. to me personally known,
who, being by me duly sworn, did say that he is the general
partner of MILWAUKEE GOLF DEVELOPMENT COMPANY, an Illinois
limited partnership, and acknowledged said instrument to be his
free act and deed and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal in the County and State
aforesaid, the day and year first above written.

Harry R. Nern
Notary Public

My term expires: 11/15/95



TENANT:

CIRCUIT CITY STORES, INC.
a Virginia corporation

By: Benjamin B. Lawrence
Title: J.P.

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STATE OF Virginia)
County OF Hartico) ss.

On this 12th day of February, 1993,
before me appeared Benjamin B. Cummings, Jr. to
me personally known, who, being by me duly sworn, did say that he
is the Vice President of Circuit
City Stores, Inc., a Virginia corporation, and that the seal
affixed to the foregoing instrument is the corporate seal of said
corporation, and that said instrument was signed and sealed on
behalf of said corporation, by authority of its Board of
Directors; and said Benjamin B. Cummings, Jr. acknowledged
said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal in the County and State
aforesaid, the day and year first above written.

Cathy B. Jew
Notary Public

My term expires:

10/31/1996

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The parcel of land which is crosshatched on the attached drawing is part of the tract legally described as follows:

A tract of land in the Southeast Quarter of the Northwest Quarter of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point located 50.00 feet east and 40.00 feet north of the southwest corner of the Southeast Quarter of the Northwest Quarter of Section 14, Township 41 North, Range 12 East of the Third Principal Meridian; proceed northerly along a line 50.00 feet east of and parallel to the west line of aforesaid Southeast Quarter, 393.31 feet to a point; thence proceed northeasterly 109 degrees 00 minutes counterclockwise from the aforesaid line, 276.39 feet to a point; thence proceed southerly 236.53 feet along a line parallel to the west line of aforesaid Southeast Quarter to a point; thence proceed easterly along a line parallel to the south line of the aforesaid Southeast Quarter 73.98 feet to a point; thence proceed southerly along a line parallel to the aforesaid west line of the Southeast Quarter, 238.43 feet to a point in the north line of Church Street; thence proceed westerly along a line 40.00 feet north of and parallel to the south line of the aforesaid Southeast Quarter 335.54 feet to a point, the point of beginning, in Cook County, Illinois,

Said tract containing 3.00 acres, more or less.

PERMANENT INDEX NO. 09-14-108-011-0000

EXHIBIT A

Legal follows legal on cert 143634007

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EXHIBIT B

7. APPURTENANT EASEMENTS AND RESERVATIONS BY LANDLORD.

A. Grant of Easements. Landlord hereby grants to Tenant, its successors and assigns, easements for the benefit of the Demised Land and Tenant Facility as follows:

(1) The non-exclusive right, privilege and easement to tie into and to use the utility systems, including water, storm and sanitary sewer, heretofore installed by Landlord or others, such use to be in common with owners and occupants of the Shopping Center and any other persons entitled to use such utility systems and, further, subject to the right of Landlord to dedicate such utility systems to appropriate governmental authorities or private utility companies and/or to cause such utility systems to be extended to serve other properties, whether or not the same may be owned by Landlord.

(2) The temporary non-exclusive right, privilege and easement to enter upon such portions of Landlord's Parcel No. 3 as may be reasonably required by Tenant in the course of constructing and thereafter maintaining, repairing and replacing Tenant's Facility, utility facilities and other improvements required to be constructed or maintained by Tenant. For so long as the Village of Niles permits such entrance to remain open, all ingress and egress to or from the Shopping Center by Tenant or any of its contractors or employees for purposes of conducting the construction or maintenance activities referenced in the preceding sentence, shall be through the Church Street entrance which lies in close proximity to Greenwood Avenue.

(3) Following completion of the Tenant Facility, the non-exclusive right, privilege and easement, but subject to the reservations herein set forth, to use, for pedestrian and vehicular traffic only, to provide ingress to and egress from the Demised Land, the circulation roadways on the Shopping Center (including, without limitation the "Access Easements" as defined in the REA) as such roadways and Access Easements may be relocated from time to time. The foregoing easements shall be for the benefit of Tenant, its officers, employees, agents, customers, business visitors, business guests, licensees and invitees but shall be in common with Landlord, the owners of the parcels comprising the Shopping Center and their respective successors and assigns and other persons claiming by, through or under them.

(4) Following completion of the Tenant Facility, the non-exclusive right, privilege and easement to use the Common Areas of the Shopping Center improved for parking

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from time to time for parking purposes and to use the roadways, aisles and drives on such Common Areas from time to time for ingress to and egress from such parking areas. The foregoing easement shall be for the benefit of Tenant and its officers, employees, agents, customers, business visitors, business guests, licensees and invitees, but shall be in common with Landlord, the owners of the parcels comprising the Shopping Center and their respective successors and assigns and other persons claiming by, through or under them.

(5) Subject to Section 8.I hereof and the consent requirements set forth therein, the right, privilege and easement to construct, maintain, replace and repair the monument sign or pylon described in Section 8.I below.

(6) The non-exclusive right, privilege and easement to install, use, maintain and replace on the Landlord's Parcels underground utility facilities serving the Tenant Facility at such locations as shall be approved by Landlord. Landlord, at its expense, shall have the right to relocate such facilities at any time and from time to time provided that substitute easements are granted for such new location, and provided, further, that such relocation (i) shall be undertaken in a manner and at times so as to cause as little interruption in service as is reasonably possible, (ii) shall not interfere with, diminish or increase the cost of such utility services to the Tenant, and (iii) shall not unreasonably interfere with the flow of traffic on the Shopping Center during the periods of such relocation.

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EXHIBIT C

41. EXCLUSIVE USE.

For so long as the Demised Land is used primarily for the sale of consumer electronics and household appliances, Landlord shall not permit any tenant or occupant to engage primarily in the business of selling consumer electronics and/or household appliances in or from (i) any free-standing facility located on any of Landlord's Parcels which contains more than 5,000 square feet of sales area, or (ii) any single store situated anywhere on Landlord's Parcels (including without limitation any store fronting on the enclosed mall) which contains more than 10,000 square feet of Gross Leaseable Area; provided, however, this covenant shall not be deemed violated to the extent any such use is permitted under leases or occupancies in effect as of the date of this Lease. The covenants contained in this Section shall be deemed covenants running with the land and shall be binding upon Landlord, its successors, tenants and assigns.

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