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THIS MEMORANDUM OF LEASE dated November 16, 1994, between LaSalle National Trust, N.A., a national banking association, as it is trustee under Trust Agreement dated July 21, 1978, known as Trust No. 52742, hereinafter referred to as "Landlord", and The TJX Companies, Inc., a Delaware corporation, hereinafter referred to as "Tenant".

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PREMISES

1.1 In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant to be paid, performed and observed Landlord does hereby demise and lease to Tenant, for the term hereinafter set forth, the premises described in Schedule A attached hereto as the Demised Premises ("the Demised Premises").

INTER-RELATIONSHIPS

2.1 The Demised Premises are demised subject to and with the benefit of the easements, rights, restrictions, agreements and encumbrances (collectively called "Title Matters") set forth in Schedule B attached hereto.

3.1 Intentionally Omitted.

TERM

4.1 The original term of this lease shall be a period of ten (10) years and a fraction of a year commencing upon "the Commencement Date" (hereinafter defined), and terminating upon January 31, 2005.

4.2 Intentionally Omitted.

4.3 The "Commencement Date" shall be November 16, 1994.

5. Reference is made to Lease of even date herewith, of the aforementioned premises, executed by the parties hereto. The provisions of said Lease between Landlord and Tenant are hereby made a part hereof and incorporated herein by reference.

6. THIS LEASE is executed by LASALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid, in the exercise of 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 July 21, 1978 and known as Trust Number 52742 at LASALLE NATIONAL TRUST, N.A. It is expressly understood and agreed that nothing herein or in this 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 covenant, 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 Tenant, and by any person now or hereafter claiming any right or security hereunder; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Demised Premises for the payment thereof and the rents, issues and profits therefrom. It is further understood and agreed that said Trustee has no agents or employees and merely holds a leasehold interest in 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 the rental of such property, or (4) the conduct of any business which is carried on upon the Demised Premises.

This instrument was prepared by Bernard Borman, Lane & Altman, 101 Federal St., Boston, MA 02110.

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It is further agreed by the parties hereto that whenever and wherever the provisions of this Lease contains any reference to the right of Tenant to be indemnified, saved harmless, or reimbursed by Landlord for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation attorney's fees, arising in any way out of the execution of this instrument or the relationship of Tenant/Landlord under this instrument, then such obligation, if any, on the part of Landlord shall be construed to be only a right or reimbursement in favor of Tenant out of the trust estate and the rents, issues and profits therefrom held under Trust No. 52742 from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against the LaSalle National Trust, N.A. individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by through or under them. In event of conflict between the terms of this rider and of the lease to which it is attached, or any question of apparent or claimed liability or obligation resting upon the said Trustee, the exculpatory provisions of the rider shall be controlling.

Nothing in this Article shall be construed as a bar to any injunctive relief or remedy available to Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be executed as a sealed instrument as of the day and year first above written.

LA SALLE NATIONAL TRUST, N.A.,
as it is Trustee under Trust
Agreement dated July 21,
1978 known as Trust No.
52742, and not personally

By [Signature]
Vice President

ATTEST:

By Nancy A. Atran
Assistant Secretary

THE TJX COMPANIES, INC.

By [Signature]
Jay H. Meltzer,
Senior Vice President

By [Signature]
Steven R. Wishner,
Treasurer

DEPT-01 RECORDING 10-11-78 \$37.50
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COOK COUNTY RECORDER

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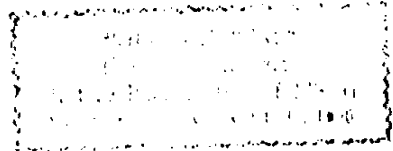
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of December 1994, by JOSEPH W. LANG, Vice President of LaSalle National Bank, as trustee under Trust No. 52742, and NANCY A. STACK, the Assistant Secretary, who acknowledged the same to be the free act and deed of LaSalle National Bank, a party thereto.

Harold A. ...
Notary Public

My commission expires:



COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 23 day of December, 1994, by Jay H. Meltzer and Steven R. Wishner, Senior Vice President and Treasurer, respectively, of The TJX Companies, Inc., a Delaware corporation, on behalf of the corporation.

Joan Flores
Notary Public

My commission expires:

JOAN P. FLORES
NOTARY PUBLIC
COMMISSION EXPIRES 1/8/99

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SCHEDULE A

The Demised Premises consist of: (A) an irregularly shaped one-story building having dimensions as shown upon the Lease Plan containing seventy thousand one hundred eighty five (70,185) square feet of ground floor area, within the area shown as Area A on the plan ("the Lease Plan") attached hereto, plus an exterior receiving dock, compactor platform and utilities platform of the sizes and in the locations shown upon the Lease Plan plus a mezzanine containing eleven thousand three hundred one (11,301) square feet of floor area, all sometimes herein referred to as "the Main Building", and (B) the land thereunder, within a shopping center ("the Shopping Center") at the southwesterly corner of the intersection of Harlem Avenue and West Pershing Road (herein collectively referred to as "the Main Streets"), Lyons, Illinois (and all appurtenances that may be from time to time thereon), represented by the area outlined by a bold line upon the Lease Plan and more particularly described as follows:

That part of the Northeast quarter of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the intersection of the North line of 40th Street and the East line of Powell Avenue for a place of beginning; thence North along the East line of Powell Avenue a distance of 680 feet to the South line of Pershing Road, said point being also the Northwest corner of Lot 11 in Goldblatt's Resubdivision of part of vacated Haas and Powell's Addition to Riverside, thence East along the North line of Lot 11 a distance of 245.75 feet to the Northeast corner of Lot 11; thence South along the East line of Lot 11 a distance of 331.5 feet to the South line of Goldblatt's Resubdivision, being also the North line of the South half of the East 10.06 acres of the North 30 acres of the Northeast quarter of Section 1; thence East along said last described line a distance of 245.75 feet to the West line of Harlem Avenue as dedicated by Haas and Powell's Subdivision; thence South along the West line of Harlem Avenue a distance of 348.5 feet to the North line of 40th Street; thence West along the North line of 40th Street a distance of 491.50 feet to the place of beginning.

P.I.N. 18-01-204-002

18-01-204-003

HARLEM AVE & 40TH ST.
LYONS IL.

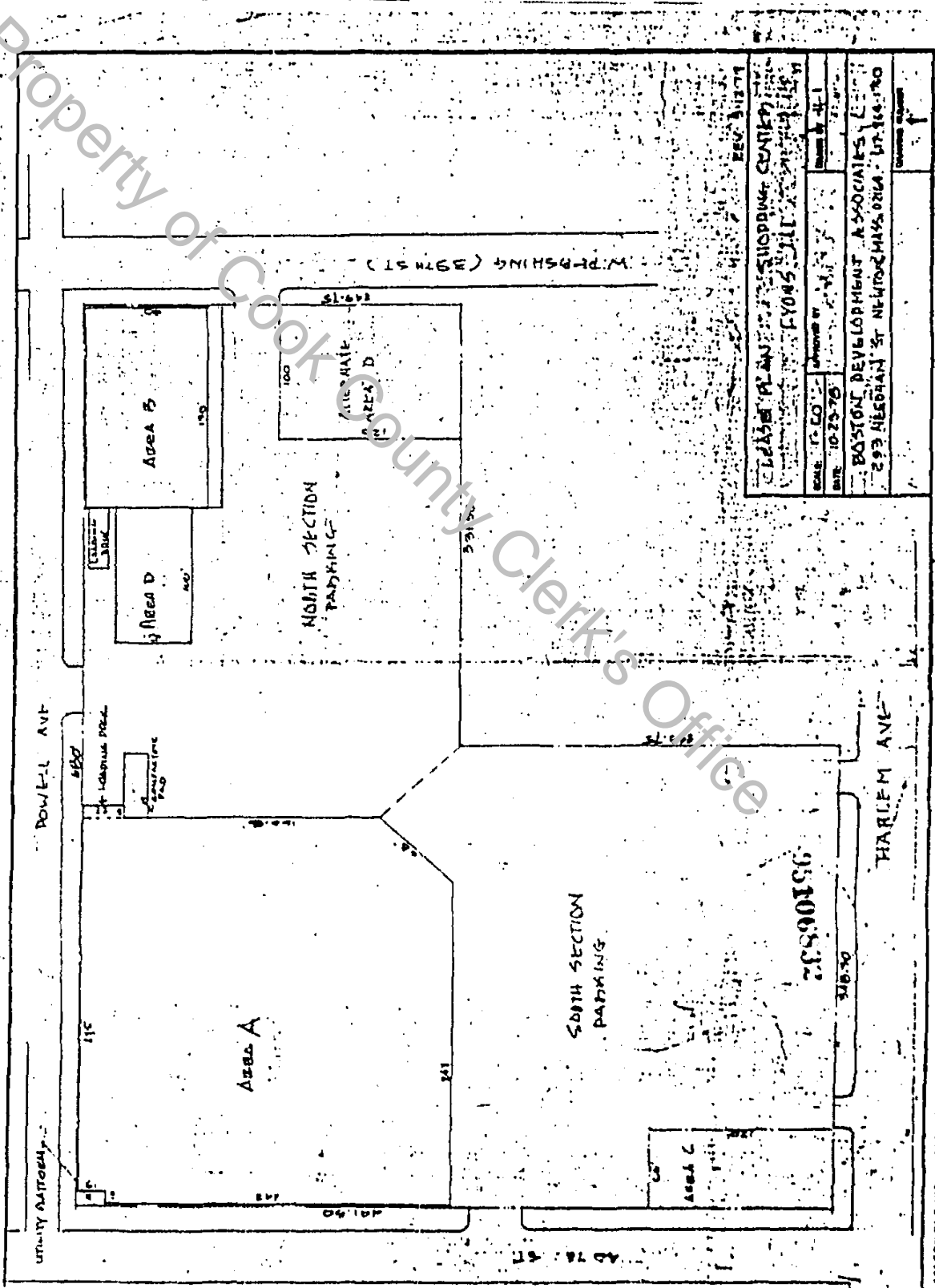
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LEASE PLAN



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SCHEDULE B

INTERRELA- TION WITH OTHER PREMISES

1. (A) No buildings or structures other than canopies attached to store buildings, lighting equipment, directional signs and other signs specifically permitted by the provisions of this lease may be built in any area of the Shopping Center other than in the areas designated Areas A, B, C, D and Alternate Area D upon the Lease Plan ("the Building Areas"). Notwithstanding the foregoing, if any building or structure shall be built in Area D then no building or structure may be built in Alternate Area D and if any building or structure shall be built in Alternate Area D then no building or structure may be built in Area D. Alternate Area D and Area D shown upon the Lease Plan shall not contain an aggregate of more than five thousand (5,000) square feet of building floor area (including basement and second story space) and no building or sign therein (except as provided in the immediately following sentence) shall be more than twenty feet above the ground, and Alternate Area D shall not be used for any purpose other than a bank, savings and loan association, credit union or similar banking institution except that the American Cancer Society which currently occupies Alternate Area D may use Alternate Area D until such time as it vacates Alternate Area D. An aggregate of only one free-standing sign may be erected within Area D and Alternate Area D, and such sign shall not be higher than the Pylon Sign identifying the Shopping Center. The occupant of Area D or Alternate Area D may erect, on the exterior of its building, signs of the type customarily erected on this type of banking facility in the trading area, but no part of said sign shall be higher than the roof line of said building, and said sign shall not be a blinking sign, an intermittently lighted sign, or have characters which are intermittently lighted. If any occupant of Area D or Alternate Area D shall place a panel upon the Pylon Sign, Landlord shall, upon demand, reimburse Tenant for one-third the cost to Tenant of erecting the Pylon Sign (referred to in Paragraph 4 of this Schedule B).

(B) Area C shown upon the Lease Plan shall not contain more than five thousand (5,000) square feet of building floor area and no building therein shall be more than twenty feet above the ground and one story in height and shall not be used for a gasoline service station or any business which sells primarily food intended for consumption in automobiles parked nearby. Notwithstanding the foregoing, if the building upon Area C shall be operated by, or under franchise from, a national or regional chain store organization (as defined in Paragraph 7) then such building may be up to twenty-five (25) feet in height above the ground and the operator may erect within Area C its characteristic pylon sign advertising its business therein provided that such pylon sign shall not exceed twenty-five (25) feet in height above the ground.

2. So much of the Building Areas as shall not be covered by buildings (or buildings in process of construction) upon the Commencement Date shall, prior to said day, be graded and leveled to the level of the adjacent parking Areas and maintained in a neat and attractive manner by Landlord. Nothing in this paragraph 2 contained shall restrict the right of Landlord at any time during the term of this lease to use any of said areas for any purpose which the same might have been used prior to the grading and leveling of the same as aforesaid.

3. The areas labelled "PARKING" on the Lease Plan ("the Mandatory Parking Areas") shall at all times be maintained as parking areas. The "Parking Areas" of the Shopping Center are the Mandatory Parking Areas plus such other areas as from time to

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time may be used as parking areas. The expression "Parking Areas" includes parking spaces and driveways and footways. The areas marked "Service" on the Lease Plan excepting reasonable areas for loading and unloading adjacent to service doors shall be maintained as service roads ("the Service Roads"). The Parking Areas, Service Roads, and the entrances and exits of the Shopping Center are called "the Common Areas." The Common Areas plus the lighting system and the drainage system servicing the Common Areas plus all directional signs, the Pylon Sign described below plus any landscaping or other common facilities in the Shopping Center are called "the Common Facilities." Landlord agrees that at all times throughout the term of this lease there will be free and uninterrupted access between each of the Main Streets and the Common Areas and all doors of the Demised Premises, both for pedestrians and motor vehicles. The parking spaces, driveways and footways in the Common Areas, the entrances and exits of the Common Areas, the lighting system of the Common Areas and the traffic flow pattern of the Common Areas shall be laid out as existing on January 3, 1994 and shall not be changed without the consent of Tenant in writing. If any highway median strip cross-over now existing, or hereafter installed, in any of the Main Streets adjacent to the Shopping Center shall be relocated, or if the installation hereafter of a highway median strip in any of the Main Streets shall include a cross-over adjacent to the Shopping Center, then Landlord shall make such relocation of the entrances and exits of the Shopping Center and the driveways of the Shopping Center and such changes in the traffic flow pattern of the Shopping Center as shall be reasonably requested by Tenant to conform the same to such new median strip cross-over. Landlord agrees that the Common Areas shall contain not less than three hundred nineteen (319) standard-sized American automobiles and standard walkways and driveways related thereto.

4. The Pylon Sign identifying the Shopping Center located in the Common Areas ("the Pylon Sign") shall remain as existing on January 3, 1994. Tenant or its subtenant may install its usual identification panel upon the Pylon Sign. Tenant shall maintain its identification panel on the Pylon Sign in good condition and shall pay the cost of electricity for lighting such panel. Tenant or its subtenant shall have so-called "top billing" upon the Pylon Sign. The operators of any bank, food supermarket, and drug store in the Shopping Center may each have an identification panel thereon, respectively, provided each such operator pays all costs in connection with such panel thereof unless such operator shall have a pylon sign within Area C as permitted under paragraph 1 hereof. The Pylon Sign may not contain an identification or advertising sign or other ornament of any other occupant of space within the Shopping Center or any other person without the written consent of Tenant.

5. (A) Tenant and all persons having business with Tenant shall have the right to use, in common with all other occupants of the Shopping Center and all persons having business with such other occupants, without charge, for parking and access, all Common Areas of the Shopping Center, except only that adjacent to each service door of any store a reasonable area may be reserved for the exclusive use of said store for loading and unloading. Tenant also agrees that Landlord may designate reasonable employee parking areas within the Common Areas for each tenant of the Shopping Center, but all employee parking areas shall be subject to Tenant's approval, and Tenant shall not be in default under this lease if Tenant's employees shall fail to park in such employee parking areas.

(B) Tenant shall have the right to use, from time to time, the sidewalks adjacent to the Demised Premises for sales purposes. Tenant shall keep such sidewalks reasonably clean and

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neat while so used and upon completion of each such use. It is expressly understood and agreed that no selling activities may be conducted in the Common Areas without the prior consent of Tenant.

6. Intentionally Omitted.

7. Except as in this lease expressly otherwise permitted, without the written consent of Tenant: (A) no canopy of any store may extend more than twelve feet in height above the ground or more than twelve feet in depth from the store front line; (B) no parapet of any store may extend more than sixteen feet above the ground; (C) no sign may be erected or maintained on the exterior of any store in the Common Areas or in any other areas of the Shopping Center except directional signs and a sign upon the canopy or against the parapet of each store the characters of which sign shall not exceed four feet in height and the top of which sign shall not be more than sixteen feet above the ground; (D) no sign visible from the exterior of any store shall have any bulbs or other form of lighting that go on and off intermittently; (E) no store within the Shopping Center shall have a second story or basement; and (F) no store within the Shopping Center may contain more than four thousand (4,000) square feet of floor area except that a food supermarket may contain up to seventeen thousand (17,000) square feet of floor area and except further that a drug store operated by, or under franchise from, a national or regional chain store organization may contain up to seventeen thousand (17,000) square feet of floor area and except that one store within Area C may contain up to five thousand (5,000) square feet of floor area. Notwithstanding the foregoing Clauses (B) and (C), and as an exception thereto, any store operated by, or under franchise from, and under the name of, a national or regional chain store organization may have such parapet or identification sign upon its store as may be the characteristic parapet or identification sign of said chain store organization at or about the time of the erection of such parapet or sign provided that the highest point of such parapet or sign shall not be higher than twenty-four feet above the ground. A regional or national chain store organization is a business organization operating at least ten stores under the same trade name in three or more states.

8. Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises, without the written consent of Tenant, the Shopping Center shall not be used for any industrial purposes (repairs and alterations incident to retailing and gasoline service station activities not being deemed industrial).

9. Intentionally Omitted.

10. Landlord agrees that without the consent of Tenant in writing no land adjacent to the Shopping Center shall be intergrated with the Shopping Center and that no persons shall have any rights in the Common Areas of the Shopping Center other than occupants of the Shopping Center and persons having business with such occupants. If any persons having business upon any other land adjacent to or near the Shopping Center shall use the common Areas of the Shopping Center, Landlord shall, upon request of Tenant, erect and maintain a fence, not less than four (4) feet in height at all points, along that boundary or boundaries of the Shopping Center which abut or are closest to such other land, to prevent motor vehicles and pedestrians from crossing said boundary.

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ASSISTANT SECRETARY'S CERTIFICATE

November 16, 1994

I, Ann McCauley, Assistant Secretary of The TJX Companies, Inc. a Delaware corporation ("the Company"), hereby certify that at a meeting of the Board of Directors of the Company duly held June 7, 1994 at which meeting a quorum of the Directors was present, upon motion duly made and seconded, it was unanimously

RESOLVED: That both (i) any one of Bernard Cammarata, Sumner L. Feldberg, Donald G. Campbell and Jay H. Meltzer, ("Group A Officers"), and (ii) any one of Bernard Cammarata, Donald G. Campbell and Steven R. Wishner, ("Group B Officers") may sign, seal with the corporate seal, acknowledge and/or deliver, in the name of and on behalf of the Company, any and all deeds, or other instruments of conveyance or transfer granting, conveying or transferring real estate, any and all mortgages or pledges of real property, any and all notes secured by such mortgages or pledges of real property, any and all assignments, extensions, discharges or partial releases of mortgages or pledges of real property held by the Company, any and all agreements or instruments relating to the acquisition of real estate, any and all leases, notices of lease, assignments, surrenders, terminations, extensions or renewals of leases of real estate, whether the Company be named as landlord or as tenant, any and all other agreements or instruments relating to real estate and all amendments of any of the foregoing, except only that neither Bernard Cammarata nor Donald G. Campbell shall sign any document as both a Group A Officer and a Group B Officer; that the expression "real estate" as used herein includes any and all interests in real property; and that the act of both any one Group A Officer and any one Group B Officer in so signing, sealing with the corporate seal, acknowledging and/or delivering any of the aforesaid documents may be relied upon by persons dealing with the Company as conclusive evidence of the authority of said person so acting.

I also certify that said vote has not been repealed or modified in any way and is still in full force and effect.

ATTEST:


Assistant Secretary

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