

# UNOFFICIAL COPY

96604651

## MEMORANDUM OF LEASE

75-55-712 D.G.(J.G.)

THIS IS A MEMORANDUM OF THE LEASE MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF TRUSTEES OF THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF CHICAGO, AN ILLINOIS NOT FOR PROFIT CORPORATION, HEREINAFTER REFERRED TO AS THE "YMCA" OR "LANDLORD" WHOSE ADDRESS IS 755 WEST NORTH AVENUE, IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, AND THE VILLAGE OF NILES, A MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS THE "NILES" OR "TENANT" WHOSE ADDRESS IS 7601 NORTH MILWAUKEE AVENUE, IN THE VILLAGE OF NILES, COUNTY OF COOK, STATE OF ILLINOIS, DATED DECEMBER 15, 1995.

### Legal Description of Leased Premises:

That part of the West 1/2 of the Southwest fractional quarter of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian, together with part of Victoria Pothier's Reservation in Township and Range aforesaid, taken as a tract of land, bounded and described as follows:

Beginning at a point on the eastward extension of the South line of said Southwest fractional quarter, said point being 699.36 feet East of the Southwest corner of said Southwest fractional quarter; thence continuing North 90 degrees - 00' - 00" East on said South line of Southwest fractional quarter, a distance of 123.71 feet; thence North 05 degrees - 07' - 44" East, a distance of 200.85 feet; thence North 89 degrees - 26' - 00" West, a distance of 141.67 feet; thence South 00 degrees - 00' - 00" East, a distance of 201.45 feet to the place of beginning, (except the South 50 feet thereof), all in Cook County, Illinois. P.T.N.s 10-29-302-034 + 10-29-302-035.

### Proposed Use:

NORTH SIDE OF TOUHY AVENUE, OPPOSITE MERRIMAC AVENUE  
NILES, ILLINOIS.

The Village will provide a municipal park-like area for the use and enjoyment of its citizens and residents and the general public as well as members of the Leaning Tower YMCA which is adjacent to said parcel, and for this purpose Landlord hereby leases to Tenant and Tenant leases from Landlord such premises. The area will be used for passive recreation only and not active sports. To the extent safe and practicable in the sole discretion of Tenant, persons will be able to enter the Tower. Under no circumstances shall the Tower or grounds be used for municipal services or other uses unrelated to the above described use of the demised premises, provided that a gift shop serving persons entering the premises for recreational purposes shall be permitted inside the Building.

MAIL TO: MR. JOHN E. OWENS, JR.  
OWENS, OWENS & RINN, LTD.  
444 NORTH NORTHWEST HIGHWAY  
P.O. BOX 577  
PARK RIDGE, ILLINOIS 60068

BOX 333-CTI

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25.00  
27.00

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## Term:

The term of the lease is perpetual. This Lease shall extend for such period of time that the Tenant uses the premises as above described.

## Rental:

The Rental is One Dollar (\$1.00) per year.

## Compliance with Will Provisions:

Tenant shall comply with and be bound by the terms, provisions and the covenants of the Second Codicil to the Last Will and Testament of Robert A. Ilg dated November 8, 1951, which was probated in Case No. 65 P 04761, Circuit Court of Cook County, Probate Division. Tenant agrees that the Building shall remain in its present configuration and appearance and, other than landscaping and park type improvements, Tenant shall not make any major alterations directly or indirectly, without first obtaining the written consent of the Landlord.

## Insurance:

Tenant agrees to purchase and maintain insurance coverage against damage to the building and all improvements made by Tenant and public liability insurance at its own expense; such policies to be in the joint names of Landlord and Tenant.

## Maintenance and Repairs:

The parties intend that this Lease shall be a "net lease" wherein Niles is assuming and shall be responsible for all the duties of the Landlord with respect to the land and building.

Tenant agrees to pay the respective utilities for installation of electric and water meters and for water and electricity consumed as shown by those meters.

Tenant agrees to keep premises in good condition and repair at its sole expense.

## Assignment:

Tenant shall not assign this Lease or any interest therein, and shall not sublet the premises or any part thereof without first receiving written consent of Landlord.

## Notices:

Notices are to be given at the addresses set forth in the first paragraph of this Memorandum or as designated in writing by the party in question.

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## Termination:

Lease may be terminated by Tenant at any time sixty (60) days after Tenant gives Landlord written notice of such termination.

## Incorporation by Reference:

This Memorandum is intended to summarize the terms of a Lease entered into by the undersigned parties. The Lease which is the subject of this Memorandum and described in the first paragraph of this Memorandum is hereby identified and incorporated herein by reference. In the event of any conflict between the language of the Lease and the language of this Memorandum, the language of the Lease is controlling.

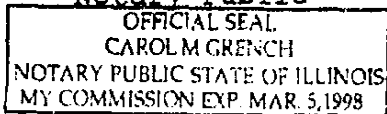
Dated this 23rd day of July, 1996.

PREPARED BY:  
JENNIFER H. CONLON  
OWENS, OWENS & RYAN, LTD  
444 NORTH NORTHWEST HIGHWAY  
PARK RIDGE, ILLINOIS 60064

THE BOARD OF TRUSTEES OF THE  
YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF CHICAGO,  
an Illinois not for profit  
corporation

Sworn to before me  
this 16 day of July,  
1996.

Carol M. Grench  
Notary Public



By: Tino J. Mantella  
Tino J. Mantella,  
President  
Landlord

Attest: Julia M. Howell  
Secretary

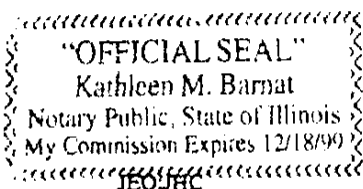
VILLAGE OF NILES

Sworn to before me  
this 23rd day of July,  
1996.

Kathleen M. Barnat  
Notary Public

By: Nicholas Blase  
Nicholas Blase, Mayor  
Tenant

Attest: Patricia Sullivan  
Village Clerk



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