

UNOFFICIAL COPY

03 2 5 1



Property of Cook County Clerk's Office

THE COMMONS OF CHICAGO RIDGE

MEMORANDUM OF LEASE

T. J. MAXX

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS

CLERK OF THE CIRCUIT COURT

COOK COUNTY

# UNOFFICIAL COPY

0 3 6 5 6 8 5 1

## SCHEDULE A

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain twenty-five thousand eighty-two (25,082) square feet of street-level floor area having dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are the premises within the shopping center referred to hereinbelow labelled MAJOR B on the "Lease Plan". In addition, Tenant shall have the non-exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading area and trash storage area. Landlord shall use its best efforts to prevent others from impeding Tenant's use of such service areas, including without limitation, posting "no-parking" and "no-standing" signs in the vicinity thereof. It is expressly understood and agreed that said service areas shall not be included in computing Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B. Landlord agrees that the name of the Shopping Center shall not contain the tradename of any business operated in the Shopping Center.

3656851

The Demised Premises are situated within the so-called Commons of Chicago Ridge Shopping Center, to be constructed by Landlord as herein provided at the southwesterly corner of the intersection of Ridgeland Boulevard and 99th Street (herein collectively referred to as "the Main Streets") in Chicago Ridge, Illinois. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

### PARCEL I

The South 107 feet of the North 140 feet of the Northeast Quarter of the Southeast Quarter of Section 7, lying East of the Easterly line of the West 350 feet thereof, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, containing 2.2898 acres, more or less.

### PARCEL II

That part of the East Half of the Southeast Quarter of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the South line of the North 140 feet of said Southeast Quarter and the West line of Ridgeland Avenue as dedicated, said line being 50 feet West of and parallel with the East line of said Southeast Quarter; thence South 0°08'09" East 539.67 feet; thence South 50°19'46" West 495.93 feet;



# UNOFFICIAL COPY

0 3 6 5 6 8 5 1

B

thence South 39°40'14" East 199.25 feet to the Northwesterly line of the Southwest Highway, as dedicated; thence South 50°19'46" West 434.86 feet along last said Northwesterly line to the Northeasterly line of the Baltimore and Ohio Chicago Transfer Railroad Company's right-of-way; thence North 52°33'47" West 731.58 feet along last said Northeasterly line; thence South 63°32'44" East 183.60 feet; thence North 50°19'44" East 96.38 feet to a line 350 feet East of and parallel to the West line of said East Half of the Southeast Quarter; thence North 0°01'46" West 860.04 feet along last said East line to the South line of the North 140 feet of said Southeast Quarter, thence North 89°49'54" East 930.75 feet to the place of beginning, all in Cook County, Illinois. Containing 21.5295 acres, more or less.

### PERMANENT TAX NUMBERS

24-07-401-011, 24-07-401-019, 24-07-401-020, 24-07-401-025,  
 24-07-401-026, 24-07-401-029, 24-07-401-030, 24-07-401-031,  
 24-07-401-032, 24-07-401-033, 24-07-401-034, 24-07-401-035,  
 24-07-401-036, 24-07-401-037, 24-07-401-038, 24-07-401-039,  
 24-07-401-040, 24-07-401-041, 24-07-401-042, 24-07-401-043,  
 24-07-401-044, 24-07-401-045, 24-07-401-046, 24-07-401-047,  
 24-07-401-048, 24-07-401-049, 24-07-401-050, 24-07-401-051,  
 24-07-401-052 AND 24-07-401-053

24-07-401-017

24-07-401-027

24-07-401-028

3656851

1397980  
 # 145159  
 1454401, 1454407, 1454405, 1454409 + 1454453  
 Description affects property on plat # 10557

Cook County Clerk's Office

# UNOFFICIAL COPY

The following is a list of the names of the persons who have been appointed as judges of the Circuit Court of Cook County, Illinois, for the term beginning on the 1st day of January, 1900, and continuing until the 31st day of December, 1902.

The names of the persons who have been appointed as judges of the Circuit Court of Cook County, Illinois, for the term beginning on the 1st day of January, 1900, and continuing until the 31st day of December, 1902, are as follows:

The names of the persons who have been appointed as judges of the Circuit Court of Cook County, Illinois, for the term beginning on the 1st day of January, 1900, and continuing until the 31st day of December, 1902, are as follows:

1200000

The following is a list of the names of the persons who have been appointed as judges of the Circuit Court of Cook County, Illinois, for the term beginning on the 1st day of January, 1900, and continuing until the 31st day of December, 1902.

Property of Cook County Clerk's Office

THIS MEMORANDUM OF LEASE dated January 17, 1986, between LaSalle National Bank, as Trustee under a Trust Agreement dated June 26, 1984, known as Trust No. 108573, as landlord, (hereinafter referred to as "Landlord") and Newton Buying Corp., a Massachusetts corporation, as tenant (hereinafter referred to as "Tenant").

3656851

2.1 The Demised Premises are demised subject to and with the benefit of the easements, rights, restrictions, agreements and encumbrances set forth in Schedule B attached hereto.

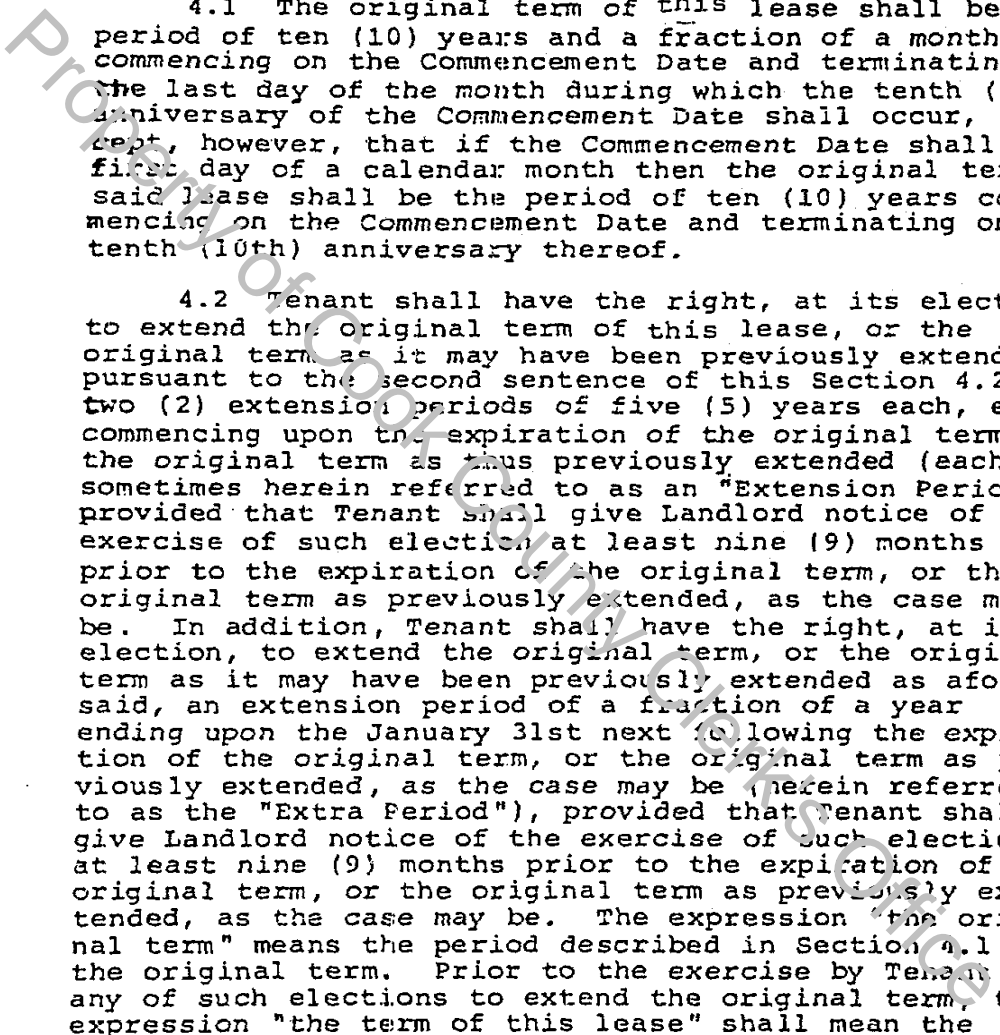
3.1 Intentionally Omitted.

4.1 The original term of this lease shall be the period of ten (10) years and a fraction of a month commencing on the Commencement Date and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of said lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the tenth (10th) anniversary thereof.

4.2 Tenant shall have the right, at its election, to extend the original term of this lease, or the original term as it may have been previously extended pursuant to the second sentence of this Section 4.2, two (2) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended (each sometimes herein referred to as an "Extension Period"), provided that Tenant shall give Landlord notice of the exercise of such election at least nine (9) months prior to the expiration of the original term, or the original term as previously extended, as the case may be. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be (herein referred to as the "Extra Period"), provided that Tenant shall give Landlord notice of the exercise of such election at least nine (9) months prior to the expiration of the original term, or the original term as previously extended, as the case may be. The expression "the original term" means the period described in Section 4.1 as the original term. Prior to the exercise by Tenant of any of such elections to extend the original term, the expression "the term of this lease" shall mean the original term; after the exercise by Tenant of any of such elections, the expression "the term of this lease" shall mean the original term as it may have been then extended. Except as expressly otherwise provided in said lease, all the agreements and conditions in said lease contained shall apply to each period or periods to which the original term shall be extended as aforesaid. If Tenant shall give notice of the exercise of any such election in the manner and within the time provided aforesaid, the term shall be extended upon the giving of such notice without the requirement of any action on the part of Landlord.

3656851

3656851



# UNOFFICIAL COPY

10000000

... shall be the  
... of a  
... and  
... shall be  
... shall be  
... shall be

... shall be  
... shall be  
... shall be  
... shall be  
... shall be

... shall be  
... shall be  
... shall be  
... shall be  
... shall be

... shall be  
... shall be  
... shall be  
... shall be  
... shall be

... shall be  
... shall be  
... shall be  
... shall be  
... shall be

Property of Cook County Clerk's Office

10000000

10000000



# UNOFFICIAL COPY

4.3 An "Opening Day" shall be any Monday through Friday (except for legal holidays) between April 1 and the following May 15, and between August 20 and the following November 15. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

(1) the forty-fifth (45th) day after both the completion of Landlord's Construction Work and the receipt by Tenant of written notice thereof from Landlord; and

(2) the ninetieth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to said lease; and

(3) the tenth (10th) day after Landlord shall have delivered to Tenant a current certificate of occupancy (or its equivalent) for the Demised Premises, if the same shall be issuable in accordance with local law or custom; and

(4) the ninetieth (90th) day after Landlord shall have delivered to Tenant satisfactory evidence that a lease for retail purposes has been executed, and is in existence, with one lessee for an aggregate ground floor area in the Shopping Center of not less than twenty-five thousand (25,000) square feet of floor area (the "Inducement Store"), and for a term thereafter remaining of not less than five (5) years, ~~non-cancellable except for events such as are set forth in Articles X, XI and XIII hereof,~~ and

(5) the thirtieth (30th) day after Landlord shall have substantially completed "shell construction" of at least forty-five thousand (45,000) square feet of building floor area (in addition to the Demised Premises and the Inducement Store) in the areas shown therefor upon the Lease Plan (as referred to in Paragraph 1 of Schedule B) and the Inducement Store shall have first opened to customers for business; "shell construction" shall mean completion of the foundation, all exterior walls, roof, and all doors and windows (including glass or aesthetically suitable temporary substitutes for such glass); and

(6) the ninetieth (90th) day after Landlord shall have delivered to Tenant satisfactory evidence that (i) all public alleys, streets and other ways have been vacated from the Shopping Center, and (ii) all drainage easements and water easements and have been relocated, in fact and of record, to points at least thirty (30) feet distant from the Demised Premises; and

(7) August 1, 1987.

Notwithstanding anything in clause (3) immediately preceding to the contrary, if Landlord shall have done all that is necessary to obtain such certificate of occupancy as is therein referred to and shall be unable to obtain it solely because of construction work then still to be performed, or documents to be submitted to the Village of Chicago Ridge, by Tenant then the date referred to in said clause (3) shall be deemed the date when Landlord shall have done all that is necessary to obtain such certificate as aforesaid. However, if the Demised Premises shall be opened for business with customers prior to the Commencement Date determined as above provided, such date of opening shall be the Commencement Date.

3656851

# UNOFFICIAL COPY

... ..  
... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

123456789

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

5.1 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.

6.1 Said lease is executed by LaSalle National Bank, 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 June 26, 1984, and known as Trust Number 108573. 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 of said Trustee 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 Shopping Center for the payment thereof and the rents, issues and proceeds therefrom. 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 said lease, assumes no responsibility for (1) the management or control of the Shopping Center, (2) the upkeep, inspection, maintenance or repair of the Shopping Center, (3) the collection of rents or the rental of the Shopping Center, or (4) the conduct of any business which is carried in, on or upon the Demised Premises.

3656351

IN WITNESS WHEREOF, the parties hereto have caused said lease to be executed under seal as of the day and year

Clerk's Office



first above written.

WITNESSES AS TO BOTH:

LASALLE NATIONAL BANK, as it is Trustee under Trust Agreement dated June 26, 1984 known as Trust No. 108573 and not personally

Rosemary Collins

By Joseph W. Lang  
Vice President

Juana M. Rodriguez

By James A. Clark  
Assistant Secretary

WITNESSES AS TO BOTH:

NEWTON BUYING CORP.

Conrad M. Griffin

By Bernard Cammarata  
Bernard Cammarata,  
President

Gail Gould

By George Freeman  
George Freeman, Vice  
President

This instrument was prepared by <sup>and when registered mail to:</sup> Bernard N. Borman, Esq.,  
201 Devonshire Street, Boston, Massachusetts 02110.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

3556851

I, MARTHA ANN BROOKINS, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG, Vice President of LASALLE NATIONAL BANK, and James A. Clark, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of January, A.D., 1986.

Martha Ann Brookins  
Notary Public

My commission expires: 8/30/87



UNOFFICIAL COPY

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF SUFFOLK )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 1986, by Bernard Cammarata and George Freeman, President and Vice President, respectively, of Newton Buying Corp., a Massachusetts corporation, on behalf of the corporation.

WITNESS my hand and seal of office this 11<sup>th</sup> day of February, 1986.

Katherine M. Kozub  
Katherine Kozub, Notary Public

My commission expires:  
October 2, 1992

Property of Cook County Clerk's Office

3656851

# UNOFFICIAL COPY

STATE OF ILLINOIS

188

1888

IN SENATE, January 18, 1888.

REPORT OF THE

COMMISSIONERS OF THE LAND OFFICE

Property of Cook County Clerk's Office

1888



SCHEDULE A

The Demised Premises consist of a one-story building, to be constructed by Landlord as herein provided, and contain twenty-five thousand eighty-two (25,082) square feet of street-level floor area having dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are the premises within the shopping center referred to hereinbelow labelled MAJOR B on the "Lease Plan". In addition, Tenant shall have the non-exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading area and trash storage area. Landlord shall use its best efforts to prevent others from impeding Tenant's use of such service areas, including without limitation, posting "no-parking" and "no-standing" signs in the vicinity thereof. It is expressly understood and agreed that said service areas shall not be included in computing Tenant's Fraction (defined in Section 6.1) for purposes of Article VI and Paragraph 10 of Schedule B. Landlord agrees that the name of the Shopping Center shall not contain the tradename of any business operated in the Shopping Center.

The Demised Premises are situated within the so-called Commons of Chicago Ridge Shopping Center, to be constructed by Landlord as herein provided at the southwesterly corner of the intersection of Ridgeland Boulevard and 99th Street (herein collectively referred to as "the Main Streets") in Chicago Ridge, Illinois. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

PARCEL I

The South 107 feet of the North 140 feet of the Northeast Quarter of the Southeast Quarter of Section 7, lying East of the Easterly line of the West 350 feet thereof, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, containing 2.2898 acres, more or less.

PARCEL II

That part of the East Half of the Southeast Quarter of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the South line of the North 140 feet of said Southeast Quarter and the West line of Ridgeland Avenue as dedicated, said line being 50 feet West of and parallel with the East line of said Southeast Quarter; thence South  $0^{\circ}08'09''$  East 539.67 feet; thence South  $50^{\circ}19'46''$  West 495.23 feet; thence South  $39^{\circ}40'14''$  East 199.25 feet to the Northwesterly line of the Southwest Highway, as dedicated; thence South  $50^{\circ}19'46''$  West 434.86 feet along last said Northwesterly line to the Northeasterly line of the Baltimore and Ohio Chicago Transfer Railroad Company's right-of-way; thence North  $52^{\circ}33'47''$  West 731.58 feet along last said Northeasterly line; thence South  $63^{\circ}32'44''$  East 183.60 feet; thence North  $50^{\circ}19'44''$  East 96.38 feet to a line 350 feet East of and parallel to the West line of said East Half of the Southeast Quarter; thence North  $0^{\circ}01'46''$  West 860.04 feet along last said East line to the South line of the North 140 feet of said Southeast Quarter, thence North  $89^{\circ}49'54''$  East 930.75 feet to the place of beginning, all in Cook County, Illinois. Containing 21.5295 acres, more or less.

3656851



PERMANENT TAX NUMBERS

24-07-401-011, 24-07-401-019, 24-07-401-020, 24-07-401-025,  
24-07-401-026, 24-07-401-029, 24-07-401-030, 24-07-401-031,  
24-07-401-032, 24-07-401-033, 24-07-401-034, 24-07-401-035,  
24-07-401-036, 24-07-401-037, 24-07-401-038, 24-07-401-039,  
24-07-401-040, 24-07-401-041, 24-07-401-042, 24-07-401-043,  
24-07-401-044, 24-07-401-045, 24-07-401-046, 24-07-401-047,  
24-07-401-048, 24-07-401-049, 24-07-401-050, 24-07-401-051,  
24-07-401-052 AND 24-07-401-053

24-07-401-017

24-07-401-027

24-07-401-038

Property of Cook County Clerk's Office



UNOFFICIAL COPY

LEASE PLAN

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

## SCHEDULE B

1. No buildings, signs or structures other than canopies attached to store buildings, lighting equipment and directional and other signs permitted by the provisions of this lease may be built in any area of the Shopping Center other than in the areas shown on the Lease Plan as building areas, and the Existing Building shall be demolished as provided in Section 3.3. Notwithstanding the immediately preceding sentence, a free-standing pylon sign may be erected for the cinema in the Shopping Center in the location labelled MAJOR C upon the Lease Plan. Each area shown upon the Lease Plan as building area or proposed building area, or labelled OUTLOT II thereon, which does not contain buildings as of the Commencement Date shall prior thereto either (a) be completely landscaped and maintained in neat and good condition in accordance with first-class retail shopping center standards, or (b) be paved and marked as parking areas, and driveways and walkways incidental thereto, (in accordance with the plans and specifications for construction of parking areas pursuant to Schedule C) and included in the expression "Parking Areas" (as defined in Paragraph 2 of this Schedule B) for all purposes of this lease, until such time as Landlord shall thereafter commence construction of buildings therein. Each area labelled OUTLOT II upon the Lease Plan shall not contain more than the building floor area shown therefor upon the Lease Plan and no building or other structure thereon shall be more than twenty-four (24) feet in height above the ground. No portion of the Shopping Center other than the Inducement Store may be improved with structures that consist of an excess of the maximum number of square feet of floor area shown on the Lease Plan; or are in excess of one story; or are, respectively for Building H & I (as shown on the Lease Plan), in excess of eighteen (18) feet in heights, are, for Building F & G (as shown on the Lease Plan), in excess of twenty-two (22) feet in height, and are, for all other Buildings (as shown on the Lease Plan), in excess of thirty (30) feet (all measured from grade level), plus no more than four (4) feet for reasonable mechanical equipment, screenage or a parapet wall. No portion of the Shopping Center other than the Inducement Store shall be improved with structures having, in the aggregate, in excess of one hundred ninety-one thousand seven hundred seventy-six (191,776) square feet of building floor area.

2. The areas of the Shopping Center shown on the Lease Plan as parking areas shall at all times be maintained as Parking Areas, except that up to twelve (12) parking spaces may be used, from time to time, for general retail and ancillary purposes by the Inducement Tenant in the area labelled CUB FOODS SPECIAL PROMOTIONAL AREA upon the Lease Plan. The expression "Parking Areas" means parking spaces and driveways and footways and includes the areas shown as parking areas on the Lease Plan plus such other areas as Landlord shall from time to time designate as Parking Areas. The areas marked SERVICE upon the Lease Plan shall be maintained during the term hereof as service roads and areas (the "Service Areas"). The Parking Areas, the Service Areas, the entrances and exits of the Shopping Center are herein called "the Common Areas". The lighting system and the drainage system servicing the Common Areas, plus all directional signs, plus the Pylon Sign described below, plus any landscaped areas within the Shopping Center, plus any other common facilities in the Shopping Center are also included within "the Common Areas," as defined in this

3656851





trians between the Parking Areas and the main customer entrance of the Demised Premises. The parking spaces, driveways and footways in the Common Areas, the entrances and exits of the Common Areas, the lighting system servicing the Common Areas and the traffic flow pattern of the Common Areas shall not be changed from the layout thereof shown upon the Lease Plan or determined pursuant to Schedule C, without the consent of Tenant in writing. If any highway median strip cross-over now existing near the Shopping Center shall be relocated, or if the installation of a highway median strip hereafter shall include a cross-over near the Shopping Center, then Landlord shall make such relocation of the entrances, exits and driveways of the Shopping Center and such changes in the traffic flow pattern of the Shopping Center as shall be reasonably necessary to conform the same to the new median strip cross-over. Landlord agrees that the Parking Areas within the Shopping Center will always contain at least six (6) parking spaces for so-called standard size American automobiles, and driveways and footways incidental thereto, for each one thousand (1,000) square feet of floor area in the Shopping Center and in any event, not less than one thousand (1,000) such spaces.

3. "Landlord's Construction Work" (as defined in Section 3.1) shall also include installation of a Shopping Center identification pylon sign, including without limitation, the pylon, the Shopping Center identification panel, the base, utilities service therefor and all other appurtenances thereto, all herein collectively referred to as "the Pylon Sign." The location of the Pylon Sign shall be as shown therefor upon the Lease Plan. Tenant shall have the right to install, and thereafter to maintain, its identification panel, and all appurtenances thereto, upon the Pylon Sign, and Tenant's location and so-called "billing" thereon shall be above and superior to all other persons except for Phar Mor Drug. The panel of Phar Mor Drug shall be no larger than Tenant's panel upon the Pylon Sign. No other panels, identification or ornamentation shall be upon the Pylon Sign except for Tenant and Phar Mor Drug and two (2) other retail lessees of at least twelve thousand (12,000) square feet of ground floor building area in the Shopping Center, each, such two (2) other panels to be below and smaller than Tenant's panel thereon. No other occupant of space within the Shopping Center shall have any greater rights than Tenant with respect to identification signs or use of the Common Areas, except that the right of Tenant or any other occupant with respect to the size of signs shall be proportional to the floor areas of its premises in the Shopping Center, but nothing in this Paragraph 3 shall modify Section 9.2 of this lease. Landlord agrees that the Pylon Sign shall at all times be sufficient in size, height and structural strength for installation of Tenant's panel thereon. Landlord shall cooperate with Tenant in obtaining all permits as shall be required by law for the installation of Tenant's identification panel upon the Pylon Sign. On or before the sixtieth (60th) day prior to the Commencement Date Landlord shall obtain, and deliver to Tenant, the consents of all other tenants in the Shopping Center, and any other persons, whose consent is required for the installation of Tenant's identification panel upon the Pylon Sign, if any.

4. (A) Landlord agrees that as long as any retail sales activity shall be conducted in the Demised Premises the Shopping Center shall not be used for any non-retail purposes (repairs, alterations and offices incidental to retailing, and restaurants, banks and small loan offices, not being deemed non-retail), or for any entertainment purposes such as a bowling alley, skating rink, cinema, bar, tavern,

3656851



nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor or off-track betting club, except for a bar within a restaurant, an amusement gallery containing not more than two thousand (2,000) square feet of floor area situated more than three hundred (300) feet from the Demised Premises, a health club situated more than two hundred (200) feet from the Demised Premises containing not more than nine thousand (9,000) square feet of floor area, and except for a cinema containing not more than twenty-seven thousand (27,000) square feet of floor area in one (but not both) of the locations shown therefor upon the Lease Plan, and except for a night club situated more than three hundred (300) feet from the Demised Premises, and except for entertainment purposes which are included in, and incidental to the use of, premises used primarily for the retail sale of merchandise or food intended to be consumed upon the premises, and except that an aggregate of up to a maximum of twenty percent (20%) of the floor area in the Shopping Center may be used for non-retail offices situated more than three hundred (300) feet from the main customer entrance of the Demised Premises after deducting from such maximum the floor area devoted to such entertainment uses as are expressly permitted hereunder and except that the Existing Building may until October 1, 1987, be used for the non-retail purposes as conducted therein on the date hereof.

(B) No portion of the Shopping Center shall be used as an automobile dealership, funeral parlor, adult entertainment center or book store (which is defined as a center or bookstore a substantial portion of the activities or inventory of which is not available for use by or sale to children under 18 years of age because it explicitly deals with or depicts human sexuality); restaurant selling alcoholic beverages for on premises consumption; or, except for the Inducement Store, supermarket, convenience food or other store facility for the retail or wholesale purveyance of groceries, produce, bakery products, meats or delicatessen products except that donut shops, ice cream parlors, cookie shops and stores and restaurants having ancillary facilities for the sale of food for off-premises consumption may be located only in portions of the Shopping Center which are located north of the line extending in an easterly direction from the northerly elevation of the Demised Premises.

(C) No premises within the Shopping Center which contains more than seventeen thousand (17,000) square feet of floor area, other than the Demised Premises, shall be used for the sale of any wearing apparel whatsoever. No portion of the Shopping Center located south of the line extending in an easterly direction from the northerly elevation of the Demised Premises may be used as a retail or wholesale store for the sale of alcoholic beverages for off-site consumption, drugstore, or a store in which prescription drugs or other pharmaceutical supplies are sold or otherwise dispensed, or a store in which toiletries and other personal hygiene, health and/or beauty care products account for five percent (5%) or more of the gross receipts of said store.

5. Intentionally Omitted.

6. 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, and no other persons, all Common Areas of the Shopping Center, for parking and access in con-

# UNOFFICIAL COPY

Faint, mostly illegible text at the top of the page, possibly containing a header or introductory paragraph.

Main body of faint, illegible text, likely the primary content of the document.

Faint text at the bottom of the page, possibly a footer or concluding paragraph.

Property of Cook County Clerk's Office

9820221

# UNOFFICIAL COPY

9 3 8 5 6 8 5 1

nection with business in the Shopping Center, and for no other purpose. Notwithstanding the foregoing, the sidewalks of the Shopping Center may be used for occasional promotional sales by Tenant and other lessees in the Shopping Center (each using therefor only the sidewalks immediately abutting the premises demised thereto) provided such use shall not interfere with or impede customer access to the Demised Premises and the same shall at all times be kept neat.

7. Landlord agrees that no flashing or moving signs shall be upon the windows or exteriors of any premises in the Shopping Center.

Property of Cook County Clerk's Office

3656851

UNOFFICIAL COPY

Department of Justice  
Federal Bureau of Investigation  
Washington, D.C. 20535  
and other offices  
throughout the United States  
and its possessions  
and territories

and other offices  
throughout the United States  
and its possessions  
and territories

Property of Cook County Clerk's Office

3320821





