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Doc#: 0823818057 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2008 03:57 PM Pg: 1 of 8

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

SHORT FORM LEASE

RE Arlington Center, LLC, an Illinois limited liability company and KWAB, L.L.C., an Illinois limited liability company ("KWAB"), KWAB being the sole beneficiary with power of direction of Chicago Title Land Trust Company as successor trustee under Trust Agreement dated June 1, 1989 and known as Trust Number 108501-05 ("Landlord), and AutoZone Development Corporation, a Nevada corporation ("Tenant").

This instrument was prepared by Brown, Udell & Pomerantz, 1332 N. Halsted Street, Ste. 100, Chicago, Illinois

Mail to:
Tony Valevicius
Brown Udell & Pomerantz
1332 N. Halsted, Ste. 100
Chicago, Illinois 60642

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SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is made as of the 15th day of AUGUST, 2008, by and between RE Arlington Center, LLC, an Illinois limited liability company and KWAB, L.L.C., an Illinois limited liability company ("KWAB"), KWAB being the sole beneficiary with power of direction of Chicago Title Land Trust Company as successor trustee under Trust Agreement dated June 1, 1989 and known as Trust Number 108501-05 ("Landlord"), and AutoZone Development Corporation, a Nevada corporation ("Tenant").

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Shopping Center Lease (the "Lease") dated as of June 26, 2008 by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Arlington Heights, County of Cook, State of Illinois, consisting of a 8125 square foot premises, together, rights of access as provided herein, The Demised Premises is a part of the Entire Premises which is more fully described in Exhibit "A" hereto. The location of the Demised Premises is illustrated on Exhibit "B" hereto..

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of fifteen (15) years, commencing as provided in the Lease, and ending on the last day of the month following fifteen (15) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

(a) Landlord grants Tenant the right to merchandise any products normally sold in Tenant's other auto parts, supply and accessories stores without restriction.

(b) Tenant may initially use the Demised Premises for the operation of an AutoZone store, selling at retail automobile parts, accessories and supplies, and for no other purpose and thereafter may use the Demised Premises for any lawful use which does not violate any exclusions or restrictions, now or hereafter existing, granted by Landlord or affecting

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all or part of the Entire Premises and which does not affect or violate the then existing parking ratios required by law and leases affecting the Entire Premises.

(c) Landlord agrees for itself, its successors and assigns, that, subject to the provisions hereof, and so long as Tenant is not in default hereunder giving rise to a termination right of Landlord under Section 37 of the Lease and so long as Tenant is operating an AutoZone store at the Demised Premises, none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises (except for the Demised Premises) as an auto parts store or for the sale of automobile parts, supplies, and/or accessories as long as this Lease is in effect. This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise that sells auto parts as an incidental part of its general merchandise business, or any other business that sells auto parts as an incidental part of its business; provided that, no such business sells automobile carburetors, starters, brakes and brake components, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation. The restriction shall also not apply to an existing tenant, provided, however, that if Landlord's consent is required to such existing tenant to change its use, Landlord shall not consent for use as an auto parts store or for the sale of automobile parts, supplies and accessories.

(d) Landlord shall not use or permit the use of any part of the Entire Premises for any of the following: manufacturing or industrial uses; offices, either private or government (including, but not limited to, any type of medical office, clinic or facility); residential use; flea markets or similar businesses; adult entertainment; churches; libraries; car rentals or sales; parking vehicles offered for lease or sale in the parking areas of the Entire Premises; restaurants; nightclubs; cocktail lounges; meeting halls; taverns; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; post offices or postal facilities; gymnasiums, spas, tanning facilities, dance studios or health clubs; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers

(e) The Common Areas initially shall contain a Parking Area as shown on Exhibit "B" subject to the provisions of this Lease. Landlord shall not use or permit the Common Areas to be used for carnivals or other businesses, temporarily or permanently.

(f) Landlord grants to Tenant easements of access across the Common Area (as defined in the Lease) of the Entire Premises as provided in the Lease.

4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.

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IN TESTIMONY WHEREOF, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

LANDLORD:

RE Arlington Center, LLC
an Illinois limited liability company

By: [Signature]

Its: MANAGER

TENANT:

AutoZone Development Corporation
a Nevada corporation

By: [Signature]

Its: Vice President

By: [Signature]

Its: Vice President

KWAB, L.L.C.,
an Illinois limited liability company

By: [Signature]

Its: Managing Member

APPROVED, VERIFIED

[Signature] TAL

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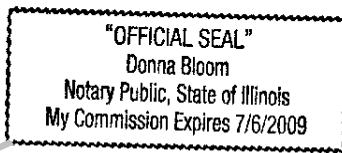
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald Emanuel, the Manager of RE Arlington Center, LLC, an Illinois limited liability company and the Managing Member of KWAB, L.L.C., and Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager and Managing Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of each of said limited liability companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of August, 2008.

Donna Bloom
Notary Public

My commission expires: 7-6-2009



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EXHIBIT "A"

Entire Premises:

Lots 81, 82, 83, 84, 85 and 97 (except the northwesterly 7 feet of Lots 81 and 97) in C. A. Goetz's Arlington Heights Gardens Subdivision in the Northeast ¼ of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois

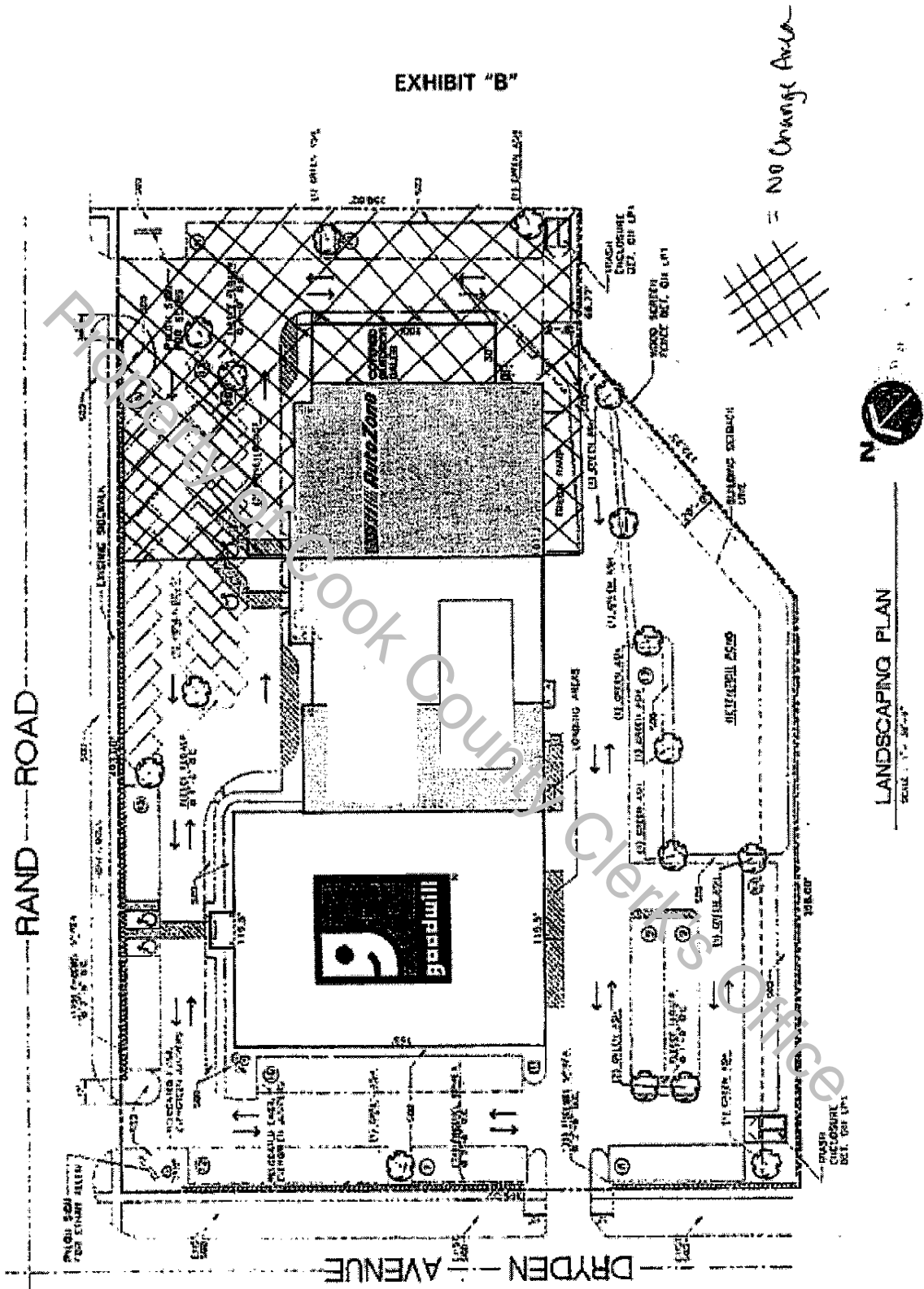
03-20-213-003-0000
03-20-213-025-0000
03-20-213-026-0000
03-20-213-027-0000
03-20-213-028-0000

1211-13 East Cuth Road, Arlington Heights, IL

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EXHIBIT "B"



LANDSCAPING PLAN
SCALE: 1/4" = 10'

NO Orange Area