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Doc#: 1004216050 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/11/2010 01:52 PM Pg: 1 of 5

This instrument prepared by
and after recording return to:
Clay D. Stephens, Esq.
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 11833

STATE OF ILLINOIS

COUNTY OF COOK

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 2 day of Feb., 2010 by and between **John Svigos & Mike Svigos c/o Asset Management**, a corporation (the "Landlord") and **DG Retail, LLC.**, a Tennessee limited liability company (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of July 7, 2009 (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Demised Premises") to be located in Cook County, 3527 West Armitage, Chicago, Illinois, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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2. The Lease contains provisions concerning the construction of the Demised Premises.
3. The Demised Premises may be used for any lawful purpose.
4. The term of the Lease shall be for a period of ten (10) years beginning on the Commencement Date as that term is defined in the Lease.
5. Tenant shall be entitled to extend the term of the Lease for three (3) successive periods of five (5) years each, upon the terms and conditions therein set forth.

6. Landlord covenants and agrees not to lease, rent or occupy, or allow to be leased, rented or occupied, any property now or hereafter owned by Landlord or an affiliate of Landlord, or developed by Landlord or an affiliate of Landlord (for a third party), within a half (1/2) mile radius of the boundaries of the Demised Premises for the purpose of conducting business as, or for use as, a Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, McCory's, McCory's Dollar, Planet Dollar, Big Lots, Odd Lots, Walgreens, CVS, Rite Aid, or Wal-Mart Supercenter.

This covenant shall run with the land and shall be binding upon Landlord and its affiliates and their respective successors, assigns and successors in title to the Demised Premises and to any such land owned, developed or acquired in the future within a half (1/2) mile radius. Landlord agrees (for itself and its affiliates) not to accept any engagement as a developer for such purpose in violation of the foregoing restrictive covenants within such half (1/2) mile radius.

7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Approved Plans or the Final Site Plan (both as defined in the Lease), nor shall Landlord make any changes or enter into any reciprocal easement or similar agreement, or grant access to any off-site entrances, accessways or delivery lanes benefiting the Premises, without first obtaining Tenant's prior written consent and without first entering into an easement agreement with covenants and restrictions or a similar agreement (the form of which must first be approved by Tenant), for ingress, egress, parking or restrictive covenants benefiting the Premises with the owner or occupant of the adjacent property. Landlord further agrees to promptly record any such easement agreement in the appropriate recording office within thirty (30) days of execution of same and promptly return a recorded copy of same to Tenant. Tenant is a third party beneficiary of all of the terms and provisions of any such easement agreement.

8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

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IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

**John Svigos & Mike Svigos
c/o Svigos Asset Management
a corporation**

By: John Svigos
John Svigos
Its: Owner

By: Mike Svigos
Mike Svigos
Its: Owner

Nick Vittore
Witness Signature

NICK VITTORE
Witness Print

Paul Svigos
Witness Signature

Paul Svigos
Witness Print

TENANT:

**DG Retail, LLC.
a Tennessee limited liability company**

By: Maurice A. Laliberte
Maurice A. Laliberte
Its: Vice President of Lease Administration

Kimberley Fran
Witness Signature

Kimberley Fran
Witness Print

Donna Hicks
Witness Signature

Donna Hicks
Witness Print

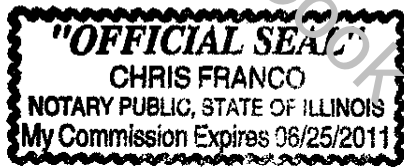
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LANDLORD AS CORPORATION

STATE OF IL)
) SS
COUNTY OF Lake)

On this the 3 day of Feb, 2010, before me, the undersigned, personally appeared Paul Svigos, who acknowledged himself/herself/themselves to be the Owner of Svigos Asset Mgt, a corporation, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as Owner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
My Commission Expires: 6/25/11

TENANT

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 11 day of January, 2010, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration of DG Retail, LLC., and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President of Lease Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
My Commission Expires: 11/22/10

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 1/2 OF LOT 10, ALL OF LOT 11, ALL OF LOT 12 AND THE EAST 1/2 OF LOT 13 IN BLOCK 5 IN THE SUBDIVISION OF BLOCKS 4, 5, 6, 7, 8, AND 9 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF LOT 8, ALL OF LOT 9 AND THE EAST 1/2 OF LOT 10 IN BLOCK 5 IN DREW AND OTHER'S SUBDIVISION OF BLOCKS 4 TO 9 IN SIMON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Identification Number's

13-35-401-004-0000

13-35-401-044-0000

Property of Cook County Clerk's Office