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Doc#: 1225639034 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/12/2012 09:56 AM Pg: 1 of 5

Property of Cook County Clerk's Office

Lease Memorandum

Prepared By:

Advance Stores Company, Inc.
Lease Administration
5008 Airport Road
Roanoke, VA 24012

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made this 16th day of July, 2012, between SPRUCE PROPERTY GROUP, L.L.C, an Illinois limited liability company ("Landlord"), and ADVANCE STORES COMPANY, INCORPORATED, a Virginia corporation ("Tenant").

WITNESSETH:

Landlord and Tenant have entered into a Lease (the "Lease") dated July 16, 2012, whereby Landlord has leased to Tenant certain premises located on that certain real property, at West 77th Street and South Ashland Avenue located in the City of Chicago, Cook County, State of Illinois (the "Property"), the legal description of which Property is set forth on Exhibit "A" attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. Term. The term of the Lease is for a period of fifteen (15) years from the "Rent Commencement Date" (as established in the Lease), commencing on the "Commencement Date" (as established in the Lease). Thereafter, Tenant has the right under the Lease to

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renew and extend the term of the Lease for three (3) successive periods of five (5) years each.

- II. Exclusive Use Rights. The Lease provides that, during the Term, Landlord agrees, with respect to any land, building, premises or space located adjacent to the Property ("Adjacent Premises"), that, if and for so long as any such Adjacent Premises are owned directly or indirectly by Landlord, Landlord shall not, either directly or indirectly, own, occupy, or operate any such Adjacent Premises, or sell, lease or otherwise transfer any such Adjacent Premises to any person or entity, or permit any person or entity to occupy any such Adjacent Premises, for the purpose of the sale, display or rental of automotive parts, accessories, supplies and/or maintenance items. Notwithstanding the foregoing, the above restriction shall not apply to any use that sells, displays or rents automotive parts, accessories, supplies and/or maintenance items as an incidental part of its business. For purposes herein "incidental part of its business" shall mean that automotive parts, accessories, supplies, and/or maintenance items do not occupy more than the lesser of ten percent (10%) of the gross leaseable area of the individual demised premises or one thousand (1,000) square feet of gross leaseable area of the individual demised premises. Notwithstanding the foregoing, the above restrictions shall not apply to any tenant or tenants who have fully executed leases prior to the date Landlord acquires direct or indirect ownership of any such Adjacent Premises that is leased to any such tenant or tenants or to persons or entities claiming under such leases, provided however, if consent is required under any such lease for any assignment or sublet or a change in use, Landlord shall, if and for so long as any such Adjacent Premises are owned directly or indirectly by Landlord and to the extent it is able to do so without causing it to be in default under such lease, not grant its consent to any use that sells, displays or rents automotive parts, accessories, supplies and/or maintenance items (other than on an incidental basis as described above).
- III. Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.
- IV. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- V. Conflicts with Lease. This Memorandum is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall govern.

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IN WITNESS WHEREOF, this Memorandum has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

SPRUCE PROPERTY GROUP, L.L.C.
an Illinois limited liability company

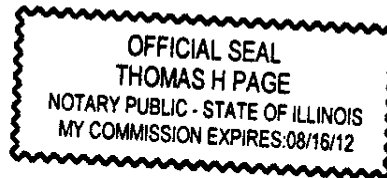
By: _____
Name: George D. Hanus
Its: President
Date: 7/16/12

STATE OF Illinois)
COUNTY OF Cook) SS;

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that George D. Hanus, personally known to me to be the President of Spruce Property Group, L.L.C., an Illinois limited liability company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such President he signed and delivered the said instrument pursuant to authority duly given to him by said company.

Given under my hand and seal this 16th day of July, 2012.

Thomas H Page
Notary Public



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ADVANCE STORES COMPANY,
INCORPORATED, a Virginia corporation

By: Randall A Young
Name: Randall A. Young
Title: Senior Vice President, Real Estate

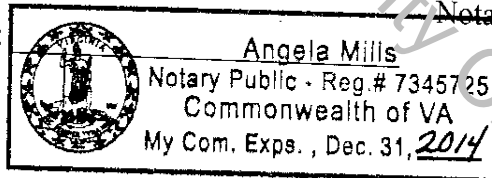
COMMONWEALTH OF VIRGINIA)
) SS;
COUNTY OF ROANOKE)

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Randall A. Young, Senior Vice President, Real Estate of **Advance Stores Company, Incorporated**, a Virginia corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Senior Vice President, Real Estate, he signed and delivered the said instrument pursuant to authority duly given to him by said corporation.

Given under my hand and seal this 3rd day of February, 2012.

Angela Mills
Notary Public

My Commission expires:



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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 18 AND 19 IN BLOCK 18 IN ENGLEFIELD, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 22, 23 AND 24 (EXCEPT THAT PART OF LOTS 22, 23 AND 24 TAKEN FOR WIDENING OF ASHLAND AVENUE, IN CASE NO. 48420 IN COOK COUNTY ILLINOIS) IN BLOCK 18 IN ENGLEFIELD, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 20 AND 21 IN BLOCK 18 IN ENGLEFIELD BEING A SUBDIVISION IN SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*PIN 20-30-419-037; 038; 039; 040; 041; 042; 043
NWC of W. 77th Street and S. Ashland, Chicago, IL*