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Doc#: 1408746050 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/28/2014 04:03 PM Pg: 1 of 6

This instrument prepared by
and after recording return to:
Marilyn A. Horton
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 15497

STATE OF ILLINOIS

COUNTY OF COOK

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 27th day of March, 2014 by and between **Tuhaimer Real Estate, LLC**, an Illinois limited liability company, 16443 Grant Avenue, Orland Park, IL 60467 (the "Landlord") and **DG Retail, LLC**, a Tennessee limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072 (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 February 6, 2014 (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, Steger, 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. Tenant covenants: (i) not to use the Premises for any illegal purpose, nor in such a manner as to violate any applicable and valid law, rule or regulation of any governmental body; (ii) to use the Premises in a careful, safe and proper manner; and (iii) not to permit waste thereon. Otherwise, Tenant may use the Premises for any lawful retail purpose (the "Permitted Use").

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 four (4) 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 one (1) mile radius of the boundaries of the 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, Ninety-Nine Cents Only, Deals, Dollar Bills, Bonus Dollar, Maxway, Super Ten, McCorry's, McCorry's Dollar, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid or any Wal-Mart concept. 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 one (1) mile radius.

7. In no event shall Landlord make any changes to the layout of the parking areas from that shown on the Site Plan (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.

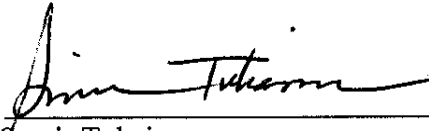
8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

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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:

**Tuhaimer Real Estate, LLC.
an Illinois limited liability company**

By: 
Samir Tuhaimer
Its: Manager


Witness Signature

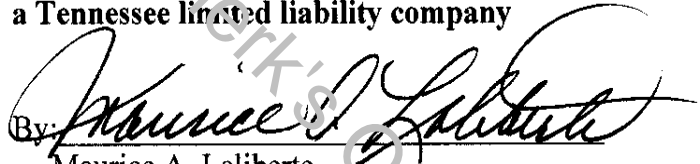
Neil Haleem
Witness Print


Witness Signature

YAZIED H. - ARANKI
Witness Print

TENANT:

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

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


Witness Signature

Tammy Harper
Witness Print


Witness Signature

Annette Whitley
Witness Print

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LANDLORD AS LIMITED LIABILITY COMPANY

STATE OF IL)
) SS
COUNTY OF Cook)

On this the 27th day of March, 2014, before me, the undersigned, personally appeared Samin Tuhaimer, who acknowledged himself/herself/themselves to be the - manager of Tuhaimer RealEstate, LLC, a limited liability company, 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 company by himself/herself/themselves as Samin Tuhaimer.

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



Elvia Rubio

My Commission Expires: 9/25/16

Cook County Clerk's Office

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TENANT

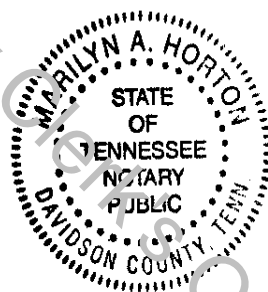
STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

On this the 17th day of March, 2014, 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.

Maurice A. Laliberte

My Commission Expires: 11/5/14



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 18 TO 26, INCLUSIVE, AND THE WEST 1/2 OF A VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS, IN BLOCK 5 IN KEENEY'S SECOND ADDITION TO COLUMBIA HEIGHTS SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address to Property: 3009 Chicago Rd., Steger, IL 60475

Permanent Real Estate Index Number: 32-33-300-009-0000

32-33-300-062-0000

32-33-300-010-0000

Property of Cook County Clerk's Office