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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/29/2014 12:47 PM Pg: 1 of 9

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FIRST AMENDMENT TO MEMORANDUM OF LEASE

DATE: JANUARY 15, 2014
LANDLORD: CERMAK PLAZA ASSOCIATES, LLC
TENANT: MCDONALD'S CORPORATION
ADDRESS: 7181 WEST CERMAK
BERWYN, IL
PINS: 16-30-100-012-0000
16-30-100-013-0000
16-30-100-016-0000
16-30-100-017-0000
16-30-100-018-0000

8934717

PREPARED BY:
MICHAEL MEYER
MCDONALD'S CORPORATION
ONE MCDONALD'S PLAZA
OAK BROOK, IL 60523

AFTER RECORDING RETURN TO:
CONNIE RONCONE
MCDONALD'S CORPORATION
ONE MCDONALD'S PLAZA
OAK BROOK, IL 60523

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City, State: Berwyn, Illinois
 Address: 7181 W. Cermak Rd.
 L/C: 012-0574
 File #6716

Prepared by: Michael Meyer
 After recording, return to: Connie Roncone
 McDONALD'S CORPORATION
 One McDonald's Plaza
 Oak Brook, Illinois 60523

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This First Amendment to Memorandum of Lease ("**Amendment to MOL**") is dated January 15, 2014 between **Cermak Plaza Associates, LLC, a Delaware limited liability company** ("**Landlord**") whose address is c/o Concordia Realty Management, Inc., 10031 West Roosevelt Road, Suite 200, Westchester, Illinois 60154, Attention: Mr. Michael J. Flight, and **McDONALD'S CORPORATION**, a Delaware corporation ("**Tenant**") whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord and Tenant have entered into that certain Ground Lease dated June 14, 1982, together with: (i) a certain Rider dated June 14, 1982; (ii) a certain Shopping Center Lease Addendum dated June 14, 1982; (iii) a certain Tax Addendum dated June 14, 1982; (iv) a certain letter agreement dated December 2, 1982; (v) a certain Revised Supplement to Lease dated June 5, 1986 and as further amended by First Amendment to Ground Lease dated December 5, 2013 and Agreement Amending Lease dated January 14, 2014, (the "**Ground Lease**") which is evidenced by that certain Memorandum of Lease recorded on January 21, 1983 in as Document No. 26478420 in the Cook County Records in the State of Illinois (the "**Memorandum of Lease**"), (the Ground Lease and the Memorandum of Lease, are collectively referred to herein as, the "**Lease**"). Pursuant to the Lease, Landlord leases to Tenant the Premises, in the City of Berwyn, County of Cook, State of Illinois described on Exhibit A attached. Any defined terms (denoted by their initial capitalization) used in this Amendment to MOL will have the same meaning and definition as set forth in the Lease.

1. **TERM:** Subject to the terms of the First Amendment, Landlord and Tenant have agreed to extend the term of the Lease for a period of 20 years upon the same terms and conditions as contained in the Lease, such that the term of the Lease will expire on June 17, 2034.
2. **OPTION TO EXTEND:** Subject to the terms of the First Amendment, Landlord grants Tenant an additional option to extend the term of the lease at the expiration of the term for 2 successive periods of 5 years each aggregating 10 years.
3. **EASEMENTS:** Landlord grants and conveys to Tenant non-exclusive easements, appurtenant to the Premises, to use portions of the Shopping Center as may reasonably be required now or in the future by the Tenant for the installation, maintenance and repair of sewer, water, gas, electric utilities and related facilities and storm water drainage as presently located on the Premises over, above, under, in and across the land located on Exhibit B, attached (the "**Shopping Center**").
4. **EASEMENT RIGHTS AND OTHER RIGHTS AND OBLIGATIONS:** During the term of the Lease the rights and easements contained in this Amendment to MOL will run

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with the land and inure to, and be for the benefit of, Tenant, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, suppliers, and business invitees of such persons and such rights and easements will burden the Shopping Center.

5. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Lease. This instrument is merely an amendment of the Memorandum of Lease and is subject to all the terms, conditions and provisions of the Lease. In the event of any inconsistency between the terms of the Lease and this document, the terms of the Lease will prevail. This Amendment to MOL is binding upon and will inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

[The remainder of this page is intentionally left blank. Signature page to follow.]

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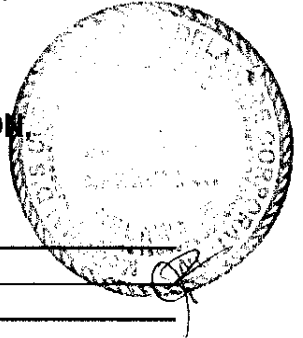
To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD:
CERMAK PLAZA ASSOCIATES, LLC,
a Delaware limited liability company

By: [Signature]
Name: ANDREW SPERMAN
Title: Manager

TENANT:
McDONALD'S CORPORATION,
a Delaware corporation

By: [Signature]
Name: DANIEL MARKS
Title: Senior Counsel



ATTEST

By: [Signature]
Its: Notary Public

ATTEST

By: [Signature]
Its: Counsel

(ATTACH ACKNOWLEDGMENT OF SIGNATURES AND EXHIBIT A and B)

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ACKNOWLEDGMENT – McDONALD'S

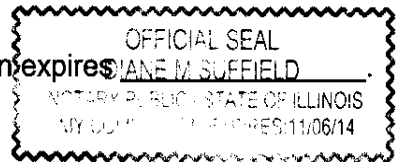
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Diane M. Suffield, a Notary Public in and for the county and state set forth above, CERTIFY that Donald Mathis as Senior Counsel and Michael Meyer as Counsel of McDONALD'S CORPORATION, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 2 day of April, 2014.

Diane M. Suffield
Notary Public

My commission expires



ACKNOWLEDGMENT – CORPORATE

STATE OF California)
) SS:
COUNTY OF San Diego)

I, _____, a Notary Public in and for the county and state set forth above, CERTIFY that _____, as _____ and _____, as _____ of _____, a(n) _____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this _____ day of _____, _____.

Notary Public

My commission expires _____.

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EXHIBIT A TO FIRST AMENDMENT TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

THAT PART OF LOT 1 IN CIRCUIT COURT PARTITION, IN THE WEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 243.02 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 65.0 FEET TO THE SOUTH LINE OF CERMAK ROAD (DEDICATED AS PER DOCUMENT NO. 19198042, RECORDED JULY 28, 1964) AND A POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 06 MINUTES 58 SECONDS EAST, A DISTANCE OF 91.26 FEET; THENCE SOUTH 59 DEGREES 19 MINUTES 54 SECONDS WEST, A DISTANCE OF 67.95 FEET; THENCE SOUTH 87 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 41.95 FEET; THENCE SOUTH 01 DEGREE 51 MINUTES 09 SECONDS EAST, A DISTANCE OF 118.74 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 57.26 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 57 SECONDS WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 34.00 FEET TO THE EAST LINE OF HARLEM AVENUE; THENCE NORTH 01 DEGREE 49 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF HARLEM AVENUE, A DISTANCE OF 127.70 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING OF NORTH 43 DEGREES 19 MINUTES 38 SECONDS EAST, A CHORD LENGTH OF 92.18 FEET, AN ARC LENGTH OF 102.46 FEET TO A POINT OF TANGENCY ON THE AFORESAID SOUTH LINE OF CERMAK ROAD; THENCE NORTH 88 DEGREES 29 MINUTES 12 SECONDS EAST ALONG SAID SOUTH LINE OF CERMAK ROAD, A DISTANCE OF 126.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B TO FIRST AMENDMENT TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF SHOPPING CENTER

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE PREMISES DESCRIBED IN EXHIBIT A ATTACHED FOR THE PURPOSE OF INSTALLATION, MAINTENANCE AND REPAIR OF SEWER, WATER, GAS, ELECTRIC UTILITIES AND RELATED FACILITIES, AND STORM WATER DRAINAGE, AS PRESENTLY LOCATED OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 (EXCEPT THOSE PARTS FALLING IN STREET) OF THE CIRCUIT COURT PARTITION OF THE WEST PART OF THE NORTHWEST 1/4 AND THE WEST PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A STRAIGHT LINE RUNNING FROM A POINT IN THE EAST LINE OF SOUTH HARLEM AVENUE 1590.99 FEET NORTH OF ITS INTERSECTION, WITH THE NORTH LINE OF WEST 26TH STREET TO A POINT IN THE WEST LINE OF SOUTH HOME AVENUE 971.94 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CERMAK ROAD.

(AND ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JULY 28, 1964 AS DOCUMENT NUMBER 19198042, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST 1/4 CORNER OF SAID SECTION 30; THENCE EAST, ALONG THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 1374.29 FEET TO THE EXTENDED WEST LINE OF HOME AVENUE, AS THE SAME IS NOW LOCATED AND ESTABLISHED; THENCE SOUTH ALONG THE WEST LINE OF HOME AVENUE, AND THE SAME EXTENDED, A DISTANCE OF 60 FEET TO A POINT; THENCE WEST, IN A STRAIGHT LINE, PARALLEL TO AND DISTANT, 60 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF SECTION 30, A DISTANCE OF 286.00 FEET TO A POINT; THENCE SOUTH, IN A STRAIGHT LINE, MEASURED AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.0 FEET TO A POINT; THENCE WEST, IN A STRAIGHT LINE, PARALLEL TO AND DISTANCE 65.0 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM SAID NORTH LINE OF SECTION 30, A DISTANCE OF 972.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS 65.0 FEET AND A CENTRAL ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS, A DISTANCE OF 102.51 FEET TO A POINT OF TANGENCY IN THE EAST LINE OF HARLEM AVENUE AS THE SAME IS NOW LOCATED AND ESTABLISHED, DISTANCE 50.0 FEET EAST, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID SECTION 30; THENCE WEST, IN A STRAIGHT LINE, A DISTANCE OF 50.0 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 30; THENCE NORTH, ALONG THE WEST

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EXHIBIT B (continued)

LINE OF SAID SECTION 30, A DISTANCE OF 130.43 FEET, TO THE POINT OF BEGINNING)

AND,

(EXCEPTING THAT PART OF THE ABOVE DESCRIBED PREMISES PREVIOUSLY DEDICATED OR NOW USED FOR HARLEM AVENUE AND CERMAK ROAD)

AND,

(EXCEPTING THEREFROM ANY PART OF THE ABOVE DESCRIBED PROPERTY FALLING WITHIN PARCELS 1 AND 2 ABOVE)

ALL IN COOK COUNTY, ILLINOIS.

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ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On April 21, 2014 before me, Stephen Balfour Ritchie,
Notary Public, personally appeared Andrew S. Berment

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

- Type of Satisfactory Evidence:
- _____ Personally Known with Paper Identification
 - _____ Paper Identification
 - _____ Credible Witness(es)

- Capacity of Signer:
- _____ Trustee
 - _____ Power of Attorney
 - _____ CEO / CFO / COO
 - _____ President / Vice-President / Secretary / Treasurer
 - _____ Other: _____



Check here if no thumbprint or fingerprint is available.

Other Information: _____