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Doc#: 1510439048 Fee: \$80.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/14/2015 02:20 PM Pg: 1 of 7

After Recording, Return to:

Dollar Tree Stores, Inc.
500 Volvo Parkway
Chesapeake, Virginia 23320
Attn: Lease Administration

(The Above Space for Recorder's Use Only)

THIS MEMORANDUM OF LEASE, made as of [November 13], 2014, by and between **V and V, LLC**, a Illinois limited liability company, having an office at 5515 N. Francisco, Chicago, IL 60625 ("Landlord"), and **DOLLAR TREE STORES, INC.**, a Virginia corporation having an office at 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Tenant").

Preliminary Statement

Landlord is the fee owner of certain real property and improvements situated in Cook County, Illinois and more particularly described on Exhibit A attached hereto (the "Land") on which is situated a shopping center known generally as Melrose Crossing (the "Shopping Center").

As of the date hereof Landlord and Tenant have entered into a lease agreement (the "Lease") pursuant to which Landlord has leased to Tenant a portion of the Shopping Center (the "Premises") more particularly described therein. In connection with the Lease, Landlord and Tenant have entered into this Memorandum to confirm the demise of the Premises and to provide notice to any interested party of such demise and of the terms and provisions of the Lease.

NOW, THEREFORE, the parties state as follows:

1. All capitalized terms used in this Memorandum and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. The terms and conditions of the Lease are incorporated herein as though set forth in full, whereby Tenant may have and hold the Premises together with any and all licenses, rights, privileges and easements appurtenant thereto, at the rental and upon the terms and conditions therein stated, for an initial term of approximately seven (7) years commencing on the Commencement Date (the "Original Lease Term"). Under the terms of the Lease, Tenant has the right to extend the Original Lease Term for three (3) separate and additional periods of five (5) years each after the expiration of the Original Lease Term.
3. This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease, including, without limitation:
 - a. Exclusive Use. Landlord shall not lease, rent, occupy, or permit any other premises in the Shopping Center to be occupied, whether by a tenant, sublessee, assignee, licensee or other occupant, whose Principal Business is for the operation of a single price point variety retail store or any other retail store for the Principal Business of which its operation is that of a single price point variety retail store (the "Exclusive Use").
 - b. Restricted Uses. Landlord will not permit any other occupant in the Shopping Center to operate their premises for any of the following uses (collectively, "Restricted Uses" and together with the Exclusive Use, the "Use Protections")

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without the prior written consent of Tenant, which consent may be withheld by Tenant in its sole and absolute discretion:

- iv. Variety retail operations with the word "Dollar" in their trade name; or
- v. A close-out store; or
- vi. A retail store whose Principal Business is:
 - a. selling a combination of gifts, cards, gift wrap and other party supplies; or
 - b. selling a combination of artificial flowers and picture frames.

As used in the Lease, with regard to any premises, a business is a "Principal Business" if the merchandise or categories of merchandise in question are sold in the aggregate in twenty-five percent (25%) or more of the sales floor area of the premises (including one-half [1/2] of the adjacent aisle space);

- a. provisions set forth therein regarding Tenant's right to install and maintain signage upon the Premises and upon certain pylon signs of the Shopping Center;
- b. provisions set forth therein regarding certain areas of the Shopping Center in which no improvements are to be constructed and no alterations are to be made; and
- c. Provisions prohibiting construction or alterations to any exterior portion of the Shopping Center during the months of October, November and December.

4. In addition to those terms set forth above, the Lease contains numerous other terms, covenants and conditions which likewise affect the Premises and the Shopping Center and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be signed as of the date and year first above written.

LANDLORD

V and V, LLC,
an Illinois limited liability company

By: Val Trif

Name: VAL TRIF

Title: MANAGER

[Signatures Continue on Following Page]

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Landlord's Acknowledgment

STATE OF (Illinois)
COUNTY (Cook)) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 13 day of November, 2014, by Val Trif, the manager of Vernd V LLC.



Luz A Arroyo
NOTARY PUBLIC

TENANT

DOLLAR TREE STORES, INC.,
a Virginia corporation

By: [Signature]
Name: **Bruce A. Walters**
Title: **Vice President**
Real Estate and Construction

Tenant's Acknowledgment

STATE OF VIRGINIA
CITY OF CHESAPEAKE) SS.

The foregoing instrument was acknowledged before me, a Notary Public, this 11th day of November, 2014, by Bruce Walters, the Vice President of Dollar Tree Stores, Inc.

Kristin Cain
NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

LOT 3 IN K & M - VENTURE RESUBDIVISION OF LOTS 1 AND 2 IN MANNHEIM-NORTH COMMERCIAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER A STRIP OF LAND 30 FEET IN WIDTH AS RESERVED IN DEED FROM INTERNATIONAL HARVESTER COMPANY TO INDIANA HARBOR BELT RAILROAD COMPANY, RECORDED DECEMBER 7, 1955, AS DOCUMENT 16440466, AND AS SET FORTH IN DEEDS RECORDED DECEMBER 9, 1985, AS DOCUMENTS 85316181 AND 85316182 FROM INTERNATIONAL HARVESTER COMPANY TO JOHN ZAWALINSKI AND FROM JOHN M. ZAWALINSKI TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65769, ACROSS THE FOLLOWING LAND:

THE SOUTH 16.50 FEET OF THE NORTH 49.50 FEET OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 50 FEET THEREOF DEDICATED FOR THE EAST 1/2 OF MANNHEIM ROAD, AND EXCEPT THAT PART LYING EAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT WHICH IS 296.51 FEET WEST OF THE WEST LINE OF CORNELL AVENUE, MEASURED ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4, AND 92.2 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4, AS MEASURED ALONG A LINE MAKING AN ANGLE WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF 90 DEGREES 20 MINUTES DEFLECTED FROM WEST TO SOUTH; THENCE NORTH A DISTANCE OF 92.2 FEET ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF SAID SOUTHWEST 1/4; SAID EASEMENT TO BE AT LOCATION KNOWN AS GATE 5A AS OF THE DATE OF SAID DEEDS OR AT SUCH OTHER RELOCATIONS OF GATE 5A AS MAY BE REQUIRED BY THE GRANTOR FROM TIME TO TIME.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED, LIMITED AND DEFINED IN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 9, 1985, AS DOCUMENT 85316185, AS SUPPLEMENTED BY JUNIOR DECLARATION OF MUTUAL RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AUGUST 14, 1987, AS DOCUMENT 87452704, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65769, AND ANTHONY A. PETRARCA, AND ASSIGNED TO HIGH EQUITY PARTNERS L.P. - SERIES 86, AND AS SUPPLEMENTED FROM TIME TO TIME BY JUNIOR DECLARATIONS OF MUTUAL AND RECIPROCAL EASEMENTS, COVENANTS RESTRICTIONS FOR THE VARIOUS LOTS ORIGINALLY OWNED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65769, FOR INGRESS AND EGRESS, PASSAGE OF VEHICLES AND PEDESTRIANS, PARKING, UTILITY FACILITIES, CONSTRUCTION, BUILDING ELEMENTS AND ROOF FLASHING ENCROACHMENTS, COMMON AREA IMPROVEMENTS AND EXTERIOR LIGHTS IN THOSE LOCATIONS SPECIFIED IN SAID AGREEMENT AND IN THAT CERTAIN JOINT IMPROVEMENT AGREEMENT DATED DECEMBER 9, 1985, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65769, AND THE MAY

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PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN LICENSE AGREEMENT FOR PRIVATE GRADE CROSSING RECORDED FEBRUARY 25, 1986, AS DOCUMENT 86077228, MADE BY THE INDIANA HARBOR BELT RAILROAD COMPANY AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65769, TO CONSTRUCT, USE, MAINTAIN, REPAIR, RENEW AND ULTIMATELY REMOVE A TIMBER ASPHALT RAILROAD CROSSING OVER THE INDIANA HARBOR BELT RAILROAD COMPANY TRACKS AS SHOWN ON THE PLANS PREPARED BY MACKIE CONSULTANTS, INC. DATED SEPTEMBER 16, 1985, AND LOCATED ON THAT PORTION OF THE INDIANA HARBOR BELT RAILROAD RIGHT-OF-WAY AND TRACK LYING (A) SOUTH OF ARMITAGE AVENUE (B) NORTH OF LOT 1 IN K & M - VENTURE RESUBDIVISION OF LOTS 1 AND 2 IN MANNHEIM-NORTH COMMERCIAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND (C) BETWEEN THE EAST LINE OF SAID LOT 1 IN K & M - VENTURE RESUBDIVISION, AS EXTENDED NORTH, AND A LINE 40 FEET TO THE WEST THEREOF, AS SHOWN ON INDIANA HARBOR BELT RAILROAD COMPANY PLAT NO. 16156-U-4 DATED OCTOBER 16, 1985.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS RECORDED FEBRUARY 25, 1986, AS DOCUMENT 86077227, MADE BY THE INDIANA HARBOR BELT RAILROAD COMPANY AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 65769, TO CONSTRUCT, MAINTAIN, REPAIR, RENEW, RELOCATE AND ULTIMATELY REMOVE ONE (1) 48 INCH STORM SEWER PIPE AND ONE (1) 12 INCH WATER MAIN, CROSSING UNDER THE INDIANA HARBOR BELT RAILROAD RIGHT-OF-WAY AND TRACK LOCATED ON THAT PORTION OF THE INDIANA HARBOR BELT RAILROAD RIGHT-OF-WAY AND TRACK LYING (A) SOUTH OF ARMITAGE AVENUE, (B) NORTH OF LOT 1 IN K & M - VENTURE RESUBDIVISION OF LOTS 1 AND 2 IN MANNHEIM-NORTH COMMERCIAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND (C) BETWEEN THE EAST LINE OF SAID LOT 1 IN K & M - VENTURE RESUBDIVISION, AS EXTENDED NORTH, AND A LINE 40 FEET TO THE WEST THEREOF, AS SHOWN ON INDIANA HARBOR RAILROAD COMPANY PLAT NO. 16157-U-4 DATED OCTOBER 16, 1985.

PARCEL 6:

LOT 7 IN K & M - VENTURE RESUBDIVISION OF LOTS 1 AND 2 IN MANNHEIM-NORTH COMMERCIAL SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT F

Restricted Uses

Any one or more of the following uses:

1. A flea market;
2. A pawn shop;
3. A bar, pub, nightclub, music hall or disco in which less than 50% of the space or 50% of the revenue is devoted to and derived from food service;
4. An arcade, pinball or computer game room (provided that retail facilities which are otherwise not prohibited or restricted may operate no more than six (6) such electronic games incident to their primary business);
5. A facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores);
6. A training or educational facility (including, without limitation, a beauty school, barber college, reading room, driving school, or other facility catering primarily to students or trainees rather than customers) without Tenant's approval, which shall be in writing;
7. A massage parlor (which shall not be construed to mean a business of the type commonly referred to as a "day spa");
8. A funeral home;
9. A gymnasium, sport club;
10. A facility for the sale of paraphernalia for use with illicit drugs;
11. A facility for the sale or display of pornographic material;
12. A lingerie bar, "go go" bar or other similar establishment;
13. A Laundromat;
14. An off-track betting parlor;
15. A carnival, amusement park or circus;
16. A gas station, car wash or auto repair or body shop;
17. A facility for the sale of new or used motor vehicles, motorcycles, trailers or mobile homes;
18. A skating rink;
19. A banquet hall, auditorium or other place of public assembly;
20. A hotel or residential facility;
21. A theater of any kind; or

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22. Other non-retail uses except for office or storage facilities incidental to a primary retail operation;

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