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Prepared by and
return to when recorded:



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Doc#: 1513534071 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/15/2015 01:41 PM Pg: 1 of 5

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("Agreement") is made and entered into by and between WRIGLEY SHEFFIELD 17-19, LLC, a Delaware limited liability company ("Lessor") and WRIGLEY ROOFTOPS III, LLC, an Illinois limited liability company ("Lessee") is made and entered into as of this 14th day of May, 2015.

RECITALS

A. Pursuant to a Real Property Lease dated as of April 1, 2008, as may have been modified, extended or renewed (the "Lease") between WRIGLEY ROOFTOPS I, LLC as lessor (which lessor's interest has been assigned to Lessor) and Lessee as lessee, Lessee has been leasing the 3rd floor, rooftop and rooftop deck (collectively, the "Premises") located in the building commonly known as 3617 North Sheffield, Chicago, Illinois legally described on Exhibit A attached hereto and made a part hereof (the "Property"), as more particularly described in the Lease.

B. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee have agreed to terminate the Lease effective as of May 14, 2015 (the "Termination Date").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

1. **Termination.** The Lease is terminated as of the Termination Date. As of the Termination Date, Lessee shall vacate the Premises and tender possession of the Premises to Lessor in the condition required under the Lease as of the end of the term of the Lease.

2. **Release by Lessee.** Lessee on behalf of itself, its successors and assigns hereby (a) waives any and all claims which it might have against Lessor, its officers, directors, agents, employees, successors, assigns and contractors, whether known or unknown, which arose or might arise from Lessee's operations at the Premises and (b) further, Lessee waives and releases Lessor, its officers, directors, managers, members, agents, employees, successors, assigns, contractors, lenders and mortgagees from any and all claims which Lessee might have as a result of the termination of the Lease. Notwithstanding the foregoing, Lessor agrees to indemnify, defend and hold Lessee harmless from and against any claim brought by any third party arising out of Lessor's operations at the Property.

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3. **Release by Lessor.** Lessor, on behalf of itself, its successors and assigns, hereby waives any and all claims which it might have, whether known or unknown, which arose or might arise as a result of Lessee's operations at the Premises. Further, Lessor waives and hereby releases Lessee from any and all claims which it might have as a result of Lessee's operations at the Premises. Notwithstanding the foregoing, Lessee agrees to indemnify, defend and hold Lessor harmless from and against any loss, damage or injury arising out of Lessee's operation of at the Premises.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement supersedes all prior agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

5. **Successors and Assigns.** This Agreement shall be binding upon and the benefits hereof shall inure to, the parties hereto, their respective heirs, successors and assigns.

6. **Counterparts.** This Agreement may be entered into in counterparts, each of which shall constitute one and the same instrument.

7. **Governing Law.** This Agreement and the rights of the parties shall be governed by the laws of the State of Illinois.

8. **Severability.** Any term or provision of this Agreement which is found to be invalid, void or illegal, shall in no way impair, affect or invalidate any other term or provision herein and such remaining terms and provisions shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, this Lease Termination Agreement has been executed as of the day and year first written above.

LESSOR

WRIGLEY SHEFFIELD 17-19, LLC,
a Delaware limited liability company

By: _____
Name: Jerry Lasby
Its: Manager

LESSEE

WRIGLEY ROOFTOPS III, LLC, an Illinois
limited liability company

By: SHEFFIELD PROPERTY OPERATIONS
17, LLC, a Delaware limited liability company,
its manager

By: _____
Name: Jerry Lasby
Title: Manager

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State of Illinois)
)
County of Cook) ss.

The undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY, that Jerry Lasky, personally known to me to be the Manager of **Wrigley Sheffield 17-19, LLC**, a Delaware 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 that as such Manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of May, 2015.


Notary Public

My commission Expires:



State of Illinois)
)
County of Cook) ss.

The undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY, that Jerry Lasky, personally known to me to be the Manager of **SHEFFIELD PROPERTY OPERATIONS 17, LLC**, a Delaware limited liability company which is the Manager of **Wrigley Rooftops III, LLC**, 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 that as such Manager, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company as Manager, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of May, 2015.


Notary Public

My commission Expires:



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EXHIBIT "A"

LOT 38 AND THE SOUTH 25 FEET OF LOT 39 IN TRUSTEE'S SUBDIVISION OF BLOCK 15 IN LAFLIN, SMITH AND DYER'S SUBDIVISION OF THE NORTHEAST 1/4 (EXCEPT THE 1.28 ACRES IN THE NORTHEAST CORNER THEREOF) IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 14-20-228-012-0000
14-20-228-011-0000

Address of the Property: 3617-19 Sheffield Avenue, Chicago, Illinois 60613

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