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Chicago, Illinois 60606

Doc# 1631545097 Fee \$58.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/10/2016 03:37 PM PG: 1 OF 11

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of this 3rd day of November, 2016, by and between SFI FORD CITY – CHICAGO LLC, a Delaware limited liability company, having an address of c/o iStar Inc., 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 ("Landlord"), and H & M HENNES & MAURITZ L.P., a New York limited partnership, having an address of 110 Fifth Avenue, 11th Floor, New York, New York 10011 ("Tenant").

1. **Premises.** Pursuant to the Unrecorded Lease (as defined below), Landlord leases to Tenant that certain store premises (the "Premises") containing approximately 22,828 square feet of gross leasable area and constituting a part of a retail shopping center (the "Shopping Center") commonly known as Ford City Mall, and located at 7601 S. Cicero Avenue, in the City of Chicago, State of Illinois. All land comprising the Shopping Center is referred to as the "Property" and is legally described in **Exhibit A** attached hereto.

2. **Unrecorded Lease.** This Memorandum of Lease is made upon all of the terms, covenants and conditions set forth in that certain unrecorded lease by and between the parties hereto of even date herewith (the "Unrecorded Lease"), all of the terms and conditions of which are made a part hereof as though fully set forth herein.

3. **Term/Commencement Date.** The term of this Memorandum of Lease and the Unrecorded Lease shall commence in accordance with the terms of the Unrecorded Lease, and shall expire on the last day of the tenth (10th) full Lease Year thereafter, unless earlier terminated or extended in accordance with the provisions of the Unrecorded Lease. In addition, Tenant is granted four (4) options to extend the original term for additional periods of five (5) years each, and the last Lease Year of the Term (whether or not extended by an Option) will be extended to the next following January 31.

4. **Common Easement.**

a. Tenant and the employees, agents, officers, directors, licensees, contractors, subcontractors, successors and assigns (collectively, "Agents") of Tenant and Tenant's customers and invitees shall have all rights appurtenant to the Premises and a non-exclusive, irrevocable easement and right, in common with the other occupants of the Shopping Center and with the public, for the purpose of access over and across as well as the use of all areas for the common use of the occupants of the Shopping Center, including, without limitation, the sidewalks, driveways and parking areas on the Property.

b. Landlord covenants that (1) the two (2) driveways identified on **Exhibit A-1** attached hereto as the "Protected Driveways" shall not be materially reduced or relocated, (2) the driveways identified on **Exhibit A-1** attached hereto as the "Service Driveways" shall not be materially reduced or relocated, and (3) Landlord shall not permit anything in the area identified on **Exhibit A-2** attached hereto

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as the "Protected Area" except as shown on the Site Plan that materially interferes with access to the Premises or visibility of Tenant's storefront or signs. Nothing contained in this Section shall restrict Landlord from complying with Legal Requirements that are not triggered by voluntary action taken by Landlord, provided that, if the manner in which such Legal Requirement may be implemented is discretionary, then Tenant shall have the right to consent to such implementation. Landlord further covenants that the number of parking spaces within the Protected Area shall not be materially decreased and the traffic pattern within the Protected Area shall not be materially modified.

5. Signage.

a. Landlord and Tenant acknowledge and agree that Tenant shall have the right, throughout the Term, to install and maintain a sign panel on each side (if such pylon sign is double sided) of the existing pylon sign located at the Center in the location shown on **Exhibit A-3** (the "Existing Pylon Sign") without additional charge or cost to Landlord. Landlord shall repair and maintain such Existing Pylon Sign (but not Tenant's sign panels), including providing illumination (if any) of such occupant sign panels, but Tenant and each other occupant shall maintain its own sign panel.

b. Tenant shall have the right, at Tenant's sole cost and expense, to have its name listed on the directional driving signage locations shown on **Exhibit A-4** attached hereto in the highest spot available, from time to time.

6. Restrictions. Tenant is entering into this Memorandum of Lease and has entered into the Unrecorded Lease in reliance upon its ability to conduct the Permitted Use without any limitation or restriction whatsoever by reason of any exclusive provision or contractual restriction granted to any other party whatsoever and wherever located, which applies or pertains to the Premises or Tenant's use therein.


7. Interpretation. Landlord and Tenant have entered into this Memorandum of Lease in order that third parties may have notice of the existence of the Unrecorded Lease and some of its specific provisions. This Memorandum of Lease is not a complete summary of the Unrecorded Lease. This Memorandum of Lease is not intended to amend, modify, or otherwise change the terms and conditions of the Unrecorded Lease between the parties hereto. Provisions in this Memorandum shall not be used in interpreting the provisions of the Unrecorded Lease. In the event of a conflict between this Memorandum and the Unrecorded Lease, the Unrecorded Lease shall control.

[Signatures are on the following pages.]

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LANDLORD

SFI FORD CITY - CHICAGO LLC,
a Delaware limited liability company

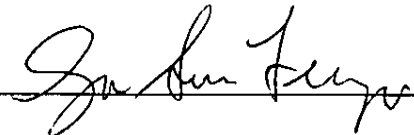
By: 
Name: Cynthia Tucker
Its: Senior Vice President

State of Connecticut)
County of Hartford)^{ss}

On 11/3/14 before me, Angela Ferrigno, a Notary Public, personally appeared Cynthia Tucker, 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 signature(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 Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

ANGELA SUSAN FERRIGNO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 11/30/2020



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EXHIBIT A To Memorandum of Lease

Legal Description

FORD CITY MALL - LEGAL DESCRIPTION

A tract of land comprised of part of Lot 1 and 2 in "Ford City Subdivision" of parts of the North 3/4 of Section 27 and the Southwest 1/4 of Section 22, both in Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded April 29, 1986 as Document Number 86166800, in Cook County, Illinois, said tract of land bounded and described as follows:

Beginning at a Point on the East line of Lot 2 in "Ford City Subdivision" which is 2506.00 feet, measured perpendicularly East from the West line of Section 27, and 1091.20 feet, measured perpendicularly, North from a straight line (hereinafter referred to as Line "A") which extends from a point on said West line of Section 27 which is 644.66 feet South from the Northwest corner of the South 1/2 of said Section, to a point on the East line of said Section 27 which is 619.17 feet South from the Northeast corner of said South 1/2; thence West along a line 1091.20 feet North from and parallel with said Line "A", a distance of 324.00 feet; thence North along a line which is 2182.00 feet East from and parallel with the West line of Section 27, a distance of 196.07 feet to a point on the South line of Lot 1 aforesaid; thence West along said South line (being a line 1287.27 feet North from and parallel with Line "A"), a distance of 966.00 feet; thence North along a line which is 1216.00 feet East from and parallel with the West line of Section 27, a distance of 60.73 feet; thence West along a line which is 1348.00 feet North from and parallel with Line "A", a distance of 115.50 feet; thence South along a line which is 1100.40 feet East from and parallel with the West line of Section 27, a distance of 60.73 feet to a point on the aforementioned South line of Lot 1; thence West along said South line, a distance of 417.95 feet; thence North along a line which is 682.45 feet East from and parallel with the West line of Section 27, a distance of 30.73 feet; thence West along a line which is 1318.00 feet North from and parallel with Line "A", a distance of 39.55 feet; thence South along a line which is 642.90 feet East from and parallel with the West line of Section 27, a distance of 30.73 feet to a point on the South line of Lot 1, aforesaid; thence West along said South line, a distance of 152.35 feet to an intersection with the Northward extension of the West face of an existing building; thence South along said Northward extension and along said West face (being a line 490.55 feet East from and parallel with the West line of Section 27), a distance of 17.31 feet to an intersection with the North face of an existing building; thence West along said North face (being a line 1269.96 feet North from and parallel with Line A), a distance of 70.36 feet to an intersection with the East face of an existing building; thence North along said East face and along the Northward extension of said East face (being a line 420.19 feet East from and parallel with the West line of Section 27, a distance of 17.31 feet to a point on the aforementioned South line of Lot 1; thence West along said South line, a distance of 169.89 feet to an intersection with the Southward extension of the East line of Lot 4 in "Ford City Subdivision" aforesaid; thence North along said Southward extension, a distance of 4.73 feet to the Southeast corner of Lot 4 in "Ford City Subdivision" aforesaid; thence West along the South line of said Lot 4 a distance of 165.30 feet to a point of curve in said Southerly line; thence Northwesterly along said Southerly line, said Southerly line being here an arc of a circle, convex to the Southwest and having a radius of 25.0 feet, an arc distance of 39.27 feet to an intersection with the West line of said Lot 4, being also the East line of said South Cicero Avenue (said East line of said Cicero Avenue being a line

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60.00 feet East from and parallel with the West line of Section 27); thence South along said East line of South Cicero Avenue (said East line being also the East line of said Lot 2 in "Ford City Subdivision"), a distance of 1810.64 feet to the Southwest corner of said Lot 2, said Southwest corner being a point which is 198.82 feet, as measured along the Southward extension of said East line of South Cicero Avenue, North of the intersection of said Southward extension with the South line of the North 1/2 of the Southwest 1/4 of said Section 27; thence Southeastwardly along the Southerly line of said Lot 2 (said Southerly line being here the Northerly line of West 77th Street dedicated by Document Number 13112543), a distance of 760.75 feet to an angle point in said Southerly line of said Lot 2; thence Southwardly along a straight line, said line being perpendicular to said South line of the North 1/2 of the Southwest 1/4 of Section 27, a distance of 77.00 feet to an intersection with a line which is 33.00 feet North of and parallel with said South line of the North 1/2 of the Southwest 1/4 of Section 27, said point of intersection being 765.00 feet, as measured along said parallel line, East of the intersection of said parallel line with a line which is 50.00 feet East of and parallel with said West line of Section 27; thence Eastwardly along said line which is 33.00 feet North of and parallel with said South line of the North 1/2 of the Southwest 1/4 of Section 27 (said line being here also the South line of said Lot 2), a distance of 512.33 feet to an intersection with the East line of the West 1/2 of the North 1/2 of the Southwest 1/4 of Section 27, thence Southwardly along said East line of the West 1/2 of the North 1/2 of the Southwest 1/4 of Section 27, a distance of 33.00 feet to the Southeast corner of the West 1/2 of the North 1/2 of the Southwest 1/4, said Southeast corner being also an angle point in said Southerly line of Lot 2; thence Eastwardly along said South line of the North 1/2 of said Southwest 1/4, being also the Southerly line of Lot 2, a distance of 1178.70 feet to the Southeast corner of said Lot 2; said Southeast corner of Lot 2 being 700.55 feet, measured perpendicularly, South of said Line "A"; thence North along said East line of Lot 2 (said East line being a line which is 2506.00 feet, measured perpendicularly, East from said West line of Section 27, a distance of 1791.75 feet to the Point of Beginning.

EXCEPTING therefrom that part conveyed to The Tootsie Roll Company, an Illinois corporation by Trustees Deed recorded August 2, 2011 as document no. 1121444017 and more particularly described as follows:

Part of Lot 2, Ford City Subdivision, City of Chicago, Cook County, Illinois being more particularly described as follows:

Beginning at the Northwest corner of Lot O, Ford City Industrial Resubdivision, City of Chicago, Cook County, Illinois; thence South 00 degrees 00 minutes 00 seconds West, 196.07 feet; thence South 89 degrees 58 minutes 40 seconds East, 324.00 feet; thence South 00 degrees 00 minutes 00 seconds West, 86.41 feet; thence North 89 degrees 52 minutes 43 seconds West, 383.39 feet; thence North 45 degrees 02 minutes 43 seconds West, 82.89 feet; thence North 69 degrees 17 minutes 46 seconds West, 49.04 feet; thence North 89 degrees 58 minutes 00 seconds West, along the South edge of a roof overhang, 151.01 feet; thence 60.41 feet along the arc of a curve to the left having a radius of 90.70 feet and a long chord subtended bearing South 70 degrees 50 minutes 17 seconds West, 59.30 feet; thence South 46 degrees 22 minutes 51 seconds West, 81.23 feet; thence North 89 degrees 58 minutes 01 seconds West, along the South edge of a roof overhang, 315.29 feet; thence North 00 degrees 00 minutes 00 seconds East, 15.24 feet; thence North 89 degrees 58 minutes 40 seconds West, along the South face of an exterior stucco

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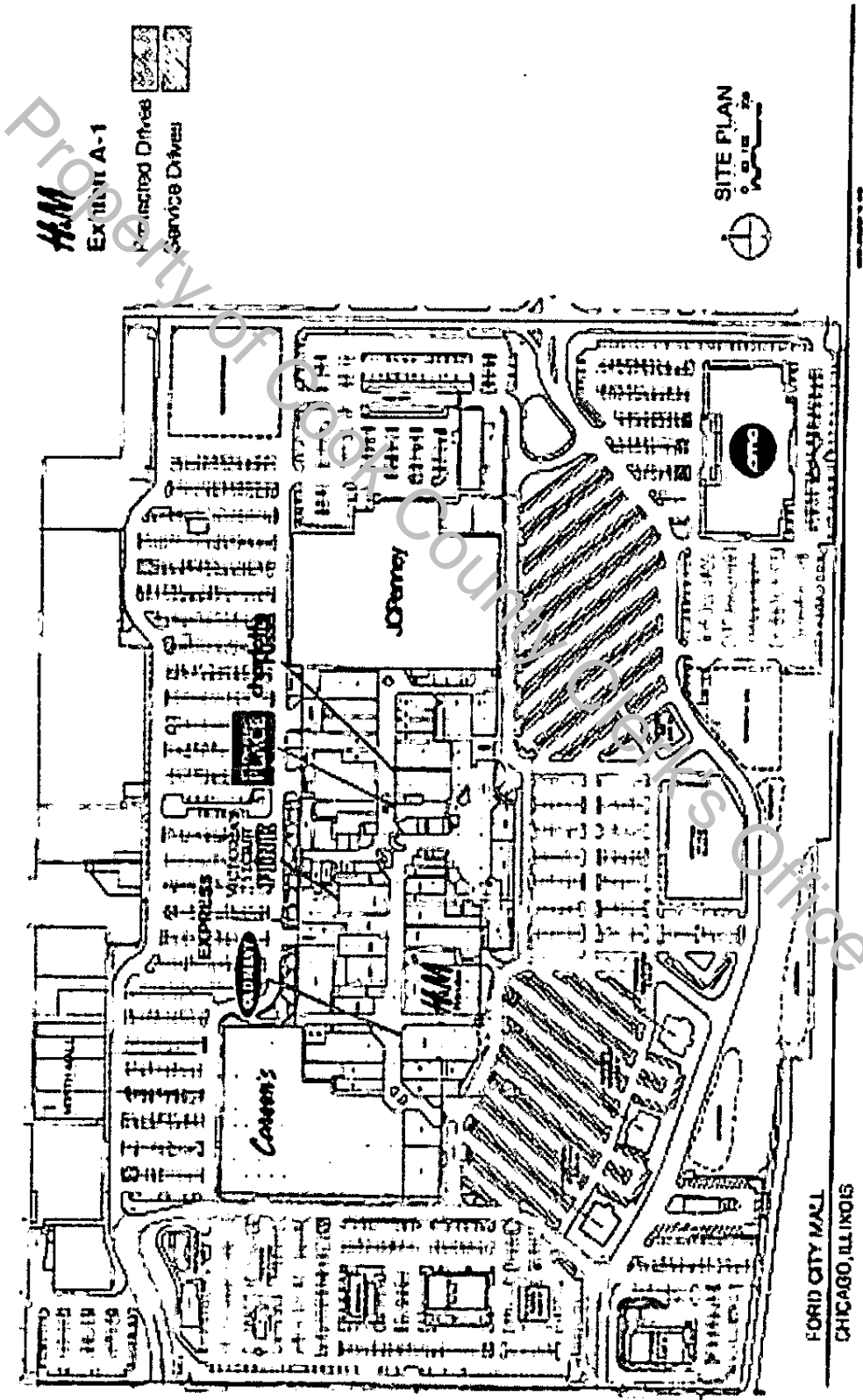
wall, 3.15 feet; thence North 00 degrees 00 minutes 00 seconds East, along the East face of an interior drywall wall, 49.52 feet; thence North 89 degrees 58 minutes 40 seconds West, along the North face of an interior drywall wall, 41.40 feet; thence North 00 degrees 00 minutes 00 seconds East, along the East face of an interior drywall wall, 6.42 feet; thence North 89 degrees 58 minutes 40 seconds West, along the North face of an interior drywall wall, 11.29 feet; thence North 00 degrees 00 minutes 00 seconds East, along the East face of an interior block wall, 210.22 feet; thence South 89 degrees 58 minutes 40 seconds East, along North line of said Lot 2, 800.87 feet to the point of beginning.

Common Address: 7601 S. Cicero Avenue, Chicago, Illinois 60652

Permanent Index Numbers of the Property: 19-27-304-017-0000; 19-27-304-019-0000; 19-27-304-022-0000; 19-27-304-023-0000; 19-27-304-027-0000; 19-27-304-035-0000; 19-27-304-036-0000 (Affects the property and other property); 19-27-100-065-0000; 19-27-100-066-0000; 19-27-100-067-0000

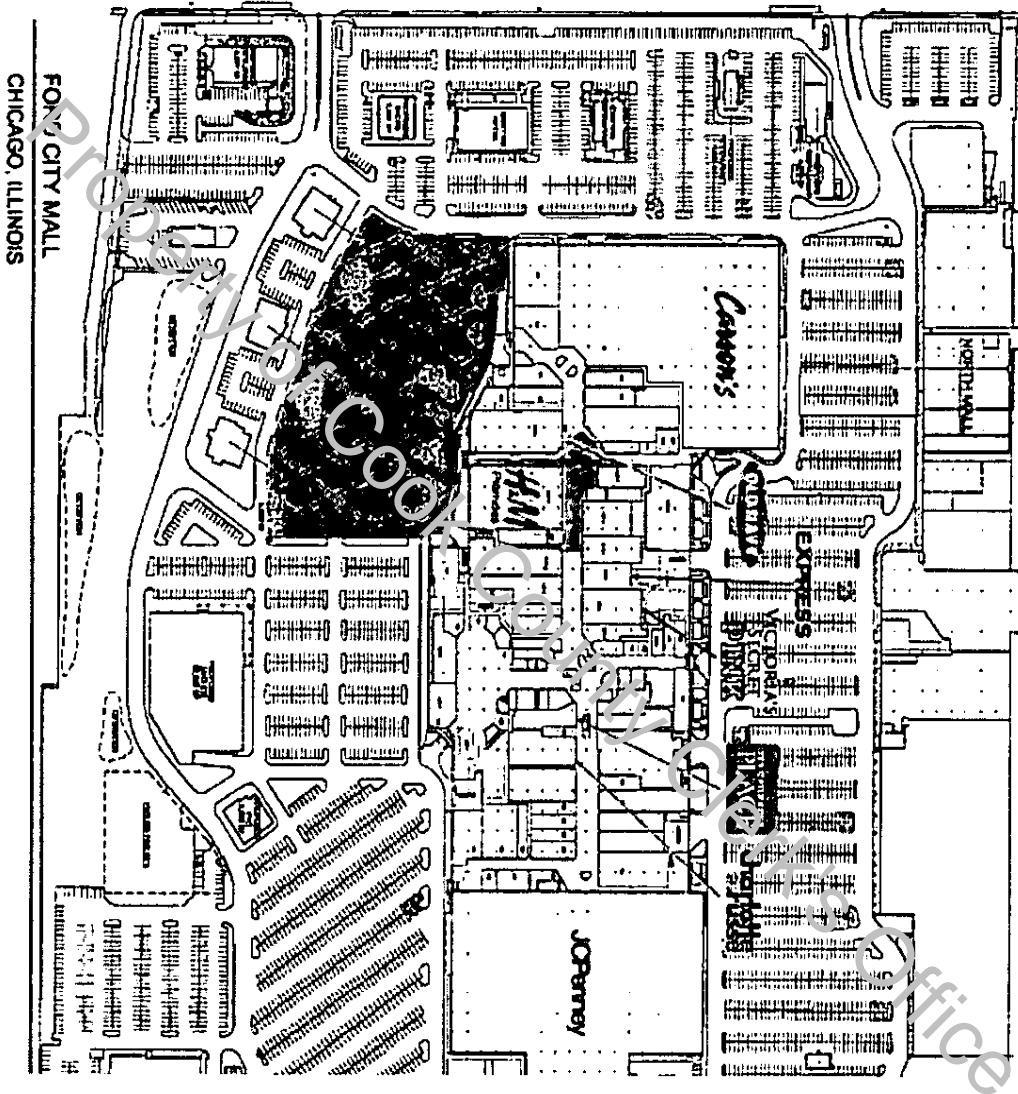
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EXHIBIT A-1 Protected Driveways and Service Driveways



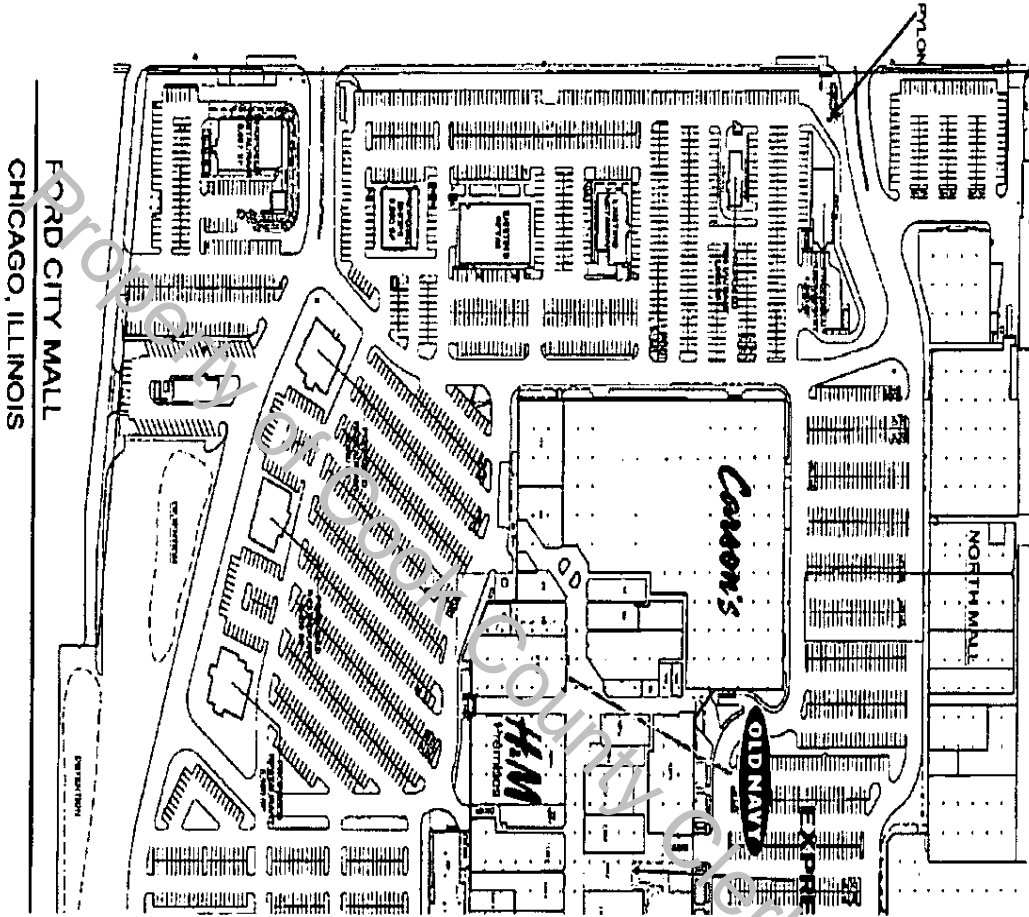
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EXHIBIT A-2
Protected Area



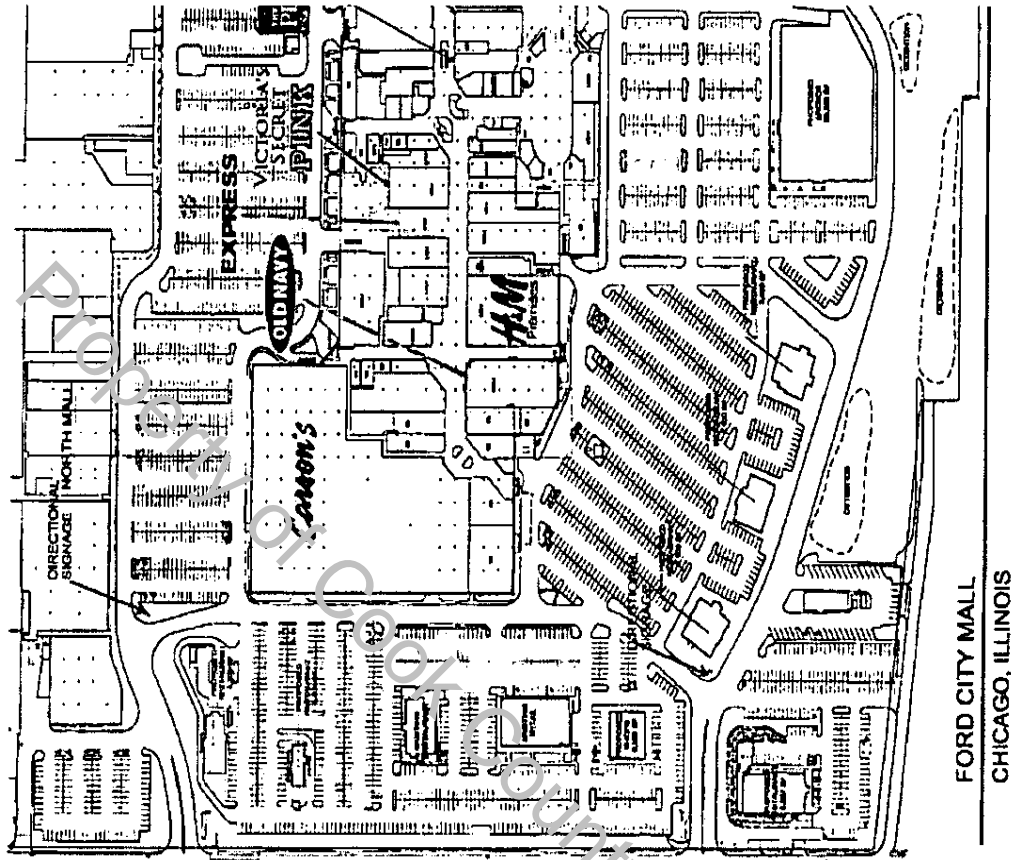
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EXHIBIT A-3
Existing Pylon Sign Location



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EXHIBIT A-4
Directional Driving Signage Locations



4817-2376-5819, v. 2