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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/19/2018 10:08 AM PG: 1 OF 7

PREPARED BY AND RECORDING  
REQUESTED BY AND  
WHEN RECORDED RETURN TO:  
CARA A. AHOLA, ESQ.  
THE TJX COMPANIES, INC.  
770 COCHITUATE ROAD  
FRAMINGHAM, MA 01701

PROPERTY TAX ID # \_\_\_\_\_ {To be inserted by Landlord}

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into as of this 27<sup>th</sup> day of March, 2018, by and between TCB- LINCOLN VILLAGE, LLC, an Illinois limited liability company (the "Landlord"), and T.J. MAXX OF IL, LLC, a Virginia limited liability company (the "Tenant"), provides:

1. Lease. The provisions set forth in a written lease between the parties hereto dated as of March 27, 2018 (the "Lease") are hereby incorporated by reference in this Memorandum.

2. Demised Premises. The Demised Premises are more particularly described as follows:

The Demised Premises consist of a portion of a one-story building, to be renovated by Landlord as provided in the Lease, and contain twenty one thousand (21,000) square feet of floor area having a frontage of one hundred seventy eight feet (178') and other dimensions as shown and labeled Area A upon the plan attached to the Lease. The Demised Premises are a portion of the Shopping Center land more particularly described in Schedule A attached hereto as a part hereof. In addition, the Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area.

3. Term and Option to Extend Term. The original term of the Lease shall be the period of ten (10) years and a fraction of month commencing on the Commencement Date (as described below) and terminating on the last day of the month during which the tenth (10th) anniversary of the Commencement Date shall occur, except, however, that if the Commencement Date shall be a first day of a calendar month then the original term of this lease shall be the period of ten (10) years commencing on the Commencement Date and terminating on the day prior to the tenth (10th) anniversary thereof.

Tenant shall have the right, at its election, to extend the term of the Lease for four (4) extension periods of five (5) years each, each commencing upon the expiration of the original term, or the original term as thus previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, or the original term as it may have been previously extended as aforesaid, for an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be. Such extensions shall be granted upon the terms and conditions set forth in the Lease.

4. Commencement Date. "(A) An "Opening Day" shall be any Monday through Friday (except for legal holidays) between March 1 and the following April 30, and between August 1 and the following October 31. The "Commencement Date" shall be the first Opening Day after the later to occur of the following dates:

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(1) the ninetieth (90<sup>th</sup>) day after the completion of Landlord's Construction Work, receipt by Tenant of notice of such completion from Landlord and receipt by Tenant of permits for its work in the Demised Premises. Tenant agrees to diligently pursue all required permits for its work in the Demised Premises or this provision (1) shall be inapplicable; and

(2) the sixtieth (60<sup>th</sup>) day after both (i) a retail store shall be open for business to customers in the Shopping Center under the trade name Ross Dress for Less containing not less than twenty four thousand five hundred (24,500) square feet of floor area and (ii) at least fifty percent (50%) of the gross leasable area of the Shopping Center (excluding the Demised Premises and the premises labelled "Second Level Offices" on the Lease Plan attached hereto as part of Schedule A) shall be open for business to customers; and

(3) the tenth (10<sup>th</sup>) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 8 of Schedule B to this lease; and

(4) the tenth (10<sup>th</sup>) day after Landlord shall have delivered to Tenant a current certificate of occupancy (or its equivalent depending on the jurisdiction) for the Demised Premises, if the same shall be issuable in accordance with local law or custom; and

(5) the sixtieth (60<sup>th</sup>) day after Landlord shall have installed or renovated the Pylon Signs with a space for Tenant's identification panels thereon all as required by Paragraph 3 of Schedule B hereof; and

(6) the sixtieth (60<sup>th</sup>) day after Tenant's receipt of the necessary governmental permits and approvals for Tenant's exterior signs, as well as Tenant's identification panels on the Pylon Signs, all as provided in Section 9.2 below and Paragraph 3 of Schedule B hereof (Tenant agrees to timely apply for and diligently pursue such permits after the Delivery Date)."

Notwithstanding anything in the Lease contained to the contrary, if the Demised Premises shall be opened for business with customers prior to the Commencement Date determined as above provided, such date of opening shall be the Commencement Date.

5. Duplicate originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto with respect to any questions arising in connection therewith. The addresses for Landlord and Tenant are as follows:

Landlord: **c/c Newport Capital Partners  
350 N. LaSalle Street, Suite 700  
Chicago, Illinois 60654  
Attention: Derrick E. McGavie**

Tenant: **The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, Massachusetts 01701  
Attn: Vice President-Real Estate**

6. The Lease contains certain restrictions upon the remainder of the Shopping Center property described in Schedule A, as set forth in Schedule B of the Lease, including without limitation, the following:

"(A) Landlord agrees that the Shopping Center shall not be used for any of the Prohibited Uses set forth in Schedule E-1 attached hereto. (Collectively the uses described herein are referred to as the "**Prohibited Uses**".)

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as the "**Exclusive Use**" and the merchandise referred to therein as the "**Protected Merchandise**"). The computation of such

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floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise.

(C) In addition to all other remedies available to Tenant at law and in equity for a breach of the covenants contained in Paragraphs (A) and (B) of this Paragraph 4, if an occupant or tenant in the Shopping Center engages in the Exclusive Use or a Prohibited Use, Tenant shall be entitled to any of the following remedies on a non-exclusive basis: (i) Tenant may pay Alternate Rent (as defined in Section 4.3(B) of the lease) until such Exclusive Use or Prohibited Use ceases, except that Landlord shall have three (3) months to attempt cure before Tenant may pay Alternate Rent when Landlord has not consented to the Exclusive Use, (ii) Tenant may terminate this lease if the Exclusive Use or Prohibited Use continues for more than one hundred fifty (150) consecutive days by giving thirty (30) days' notice to Landlord or (iii) Tenant may seek injunctive relief to enjoin or restrain such occupant or tenant from engaging in the Exclusive Use or a Prohibited Use. Notwithstanding anything to the contrary contained herein, so long as Landlord is using its best efforts to diligently enforce the restrictions contained in this Paragraph 4 against any tenant or occupant engaged in the Exclusive Use or a Prohibited Use in violation of its lease, Tenant's termination right under this Paragraph 4(C) shall be stayed.

(D) The provisions of this Paragraph 4 shall not apply with respect to rights previously granted to tenants or occupants under leases or agreements existing as of the date hereof (collectively "Existing Leases") for only so long as such Existing Leases continue in full force and effect and only to the extent such Existing Leases permit such Prohibited Uses or the Competing Uses. Landlord agrees not to amend any Existing Leases to permit the Prohibited Uses or the Competing Uses. Landlord warrants and represents that all of the Existing Leases are listed on Schedule J attached hereto.


7. It is understood and agreed that the only purpose of this Memorandum of Lease is to give notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains additional rights, terms and conditions not enumerated in this instrument. This instrument is not intended to vary the terms of the Lease, including such rights, terms and conditions and in the event of any inconsistency between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

SIGNATURES APPEAR ON NEXT PAGE

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization.

WITNESS:

  
BEN ANDREWS

LANDLORD:

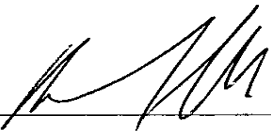
TCB - LINCOLN VILLAGE, LLC,  
a Delaware limited liability company

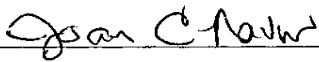
By: NEWPORT CAPITAL PARTNERS  
FUND II, LP, a Delaware limited  
partnership, its Managing Member

By: NEWPORT FUND II GP, LLC,  
a Delaware limited liability company, its  
General Partner

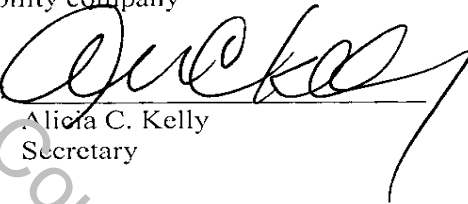
By:   
Derrick E. McGavic, Manager

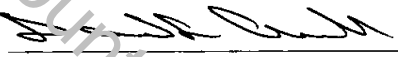
WITNESSES AS TO BOTH:

  
\_\_\_\_\_

  
\_\_\_\_\_

T.J. MAXX OF IL, LLC, a Virginia limited  
liability company

By:   
Alicia C. Kelly  
Secretary

By:   
David L. Averill  
Vice President

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## LANDLORD'S ACKNOWLEDGMENT

STATE OF IL )  
 )  
COUNTY OF Cooh ) SS

BE IT REMEMBERED, that on this \_\_\_\_ day of June, 2017, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Derrick E. McGavic, the Manager of Newport Fund II GP, LLC, a Delaware limited liability company, the General Partner of Newport Capital Partners Fund II, LP, a Delaware limited partnership, the Managing Member of TCB - Lincoln Village, LLC, a Delaware limited liability company, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said limited liability companies, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

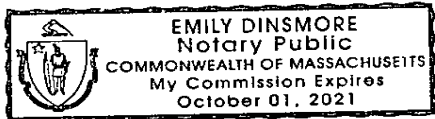


*D. Czernecka*  
Notary Public  
My Commission Expires: 3/27/19

## TENANT'S ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF MIDDLESEX )

On this 27th day of March, 2018, before me, the undersigned notary public, personally appeared Alicia C. Kelly as Secretary and David L. Averill as Vice President, respectively, of T.J. Maxx of IL, LLC on behalf of the limited liability company, proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily and executed same in their authorized capacities for its stated purpose.



*Emily Dinsmore*  
Notary Public  
My Commission Expires:

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE LAND

#### PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE, AS FORMERLY LOCATED. THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.80 FEET; THENCE EAST, 679.50 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY, 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83.00 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE, AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE, EXTENDED NORTH; THENCE NORTHWESTERLY, 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE EXTENDED TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING; BEGINNING AT AFORESAID DESCRIBED POINT; THENCE NORTHEASTERLY, 118.50 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY, 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES, 16 MINUTES TO THE RIGHT WITH THE PROLONGATION OF THE SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES, 44 MINUTES TO THE RIGHT WITH THE PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B-271453, CIRCUIT COURT OF COOK COUNTY, ILLINOIS AND ALSO EXCEPT THAT PART CONVEYED BY DEED RECORDED AUGUST 3, 2001 AS DOCUMENT NUMBER 0010707219 TO THE PEOPLE OF THE STATE OF ILLINOIS-DEPARTMENT OF TRANSPORTATION-FOR HIGHWAY PURPOSES.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DEFINED IN AN EASEMENT AGREEMENT DATED JULY 16, 1984 AND RECORDED JANUARY 10, 1985 AS DOCUMENT 27402551 AND REFERENCED IN DOCUMENT NUMBER 88119667 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING

Ⓚ

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SOUTHEASTERLY OF KIMBALL AVENUE (MCCORMICK BOULEVARD),  
NORTHEASTERLY OF THE CENTERLINE OF LINCOLN AVENUE AND  
WESTERLY OF THE WEST LINE OF THE SANITARY DISTRICT OF CHICAGO.  
DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND 12 FEET WIDE AS MEASURED AT RIGHT ANGLES, LYING  
NORTH OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE SANITARY DISTRICT OF  
CHICAGO, 918.73 FEET NORTHWESTERLY OF THE CENTER LINE OF LINCOLN  
AVENUE; THENCE NORTH 90 DEGREES WEST, 585.57 FEET TO A POINT OF  
TERMINATION OF THE SAID LINE ON THE EASTERLY LINE OF MCCORMICK  
BOULEVARD, 230.13 FEET NORTHERLY OF THE CENTER LINE OF LINCOLN  
AVENUE, AS MEASURED ALONG THE EASTERLY LINE OF MCCORMICK  
BOULEVARD; AND BOUNDED ON THE EAST BY THE WEST LINE OF THE SANITARY  
DISTRICT OF CHICAGO AND ON THE WEST BY THE EASTERLY RIGHT OF WAY  
LINE OF MCCORMICK BOULEVARD. ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

13-02-220-027-0000  
13-02-220-028-0000

6059-6201 N. Lincoln Ave  
Chicago, IL 60659