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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/02/2018 03:37 PM PG: 1 OF 7

THIS SPACE FOR USE BY RECORDING OFFICIAL

After recording return to:

Citi Trends, Inc.
104 Coleman Blvd.
Savannah, GA 31408

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made by SFI FORD CITY - CHICAGO LLC, a Delaware limited liability company ("Landlord"), whose address is 1114 Avenue of the Americas, 39th Floor, New York, New York 10036 and CITI TRENDS, INC., a Delaware corporation ("Tenant"), whose address is 104 Coleman Boulevard, Savannah, Georgia 31408.

WITNESSETH:

The parties hereto entered into a written Lease Agreement dated February 22, 2018 (the "Lease"), for the premises commonly known as 7601 S. Cicero Avenue, Chicago, Illinois 60459 and designated as "Citi Trends" on the attached Exhibit A, consisting of approximately 14,322 square feet together with all appurtenant rights, privileges and easements, for a term of approximately ten (10) years commencing on April 26, 2018, and expiring April 30, 2028, in which the Tenant shall have the right and option to renew said lease for three (3) additional five (5) year period(s) upon the same terms and conditions.

The premises are part of the shopping center on the property legally described on Exhibit B attached hereto and made a part hereof.

A portion of the Common Areas shown on Exhibit B is designated the "Protected Area". Except as otherwise provided by the Lease, no merchandise may be displayed or sold in the Protected Area. Except as otherwise provided by this Lease, no merchandise may be displayed or sold in the Protected Area.

A "Site Plan Violation" shall occur if Landlord violates any of the following:

- (1) No temporary or permanent changes (including, without limitation, any new structures not depicted on Exhibit B) shall be made to the Protected Area without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed and in no event shall such changes be made if the change results in a Site Plan Violation under (2)-(5) below.
- (2) Landlord shall in no event designate any portion of the Protected Area as an employee parking area for any other occupant of the Shopping Center.
- (3) No changes shall be made to the Common Areas which would materially and adversely impair (a) the access to Tenant's store or (b) the visibility of Tenant's store or signage or parking for Tenant's store, or (c) the access to Premises delivery area.

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- (4) Throughout the Term of this Lease, the number of parking spaces within the Shopping Center shall not be reduced below the number of spaces required by applicable law and the number of parking spaces within Tenant's Protected Area shall not be reduced (unless required pursuant to applicable law or unappealable court order).
- (5) If the Exhibit B shows an existing or future outparcel building, the building on such outparcel shall not exceed one story in height or be more than twenty-three feet (23') in height above the finished grade (including architectural embellishments) and shall be located only where shown on Exhibit B; provided however that existing buildings not in compliance with the foregoing shall be grandfathered in.

The Shopping Center is and shall remain retail in character and, further, no part of the Shopping Center shall be used for residential purposes or as a night club or bar (a restaurant with incidental bar shall not be deemed a violation), so-called "head shop", adult products, adult books or adult audio/video products store (which are defined as stores in which at least 10% of the inventory is not available for sale or rental to children under the age of majority in the State in which the Store is located because such inventory explicitly deals with or depicts human sexuality). Landlord agrees that it shall not lease any premises within one hundred (100) feet of the Premises to any tenant that causes or permits objectionable odors to emanate or be dispelled from that premises into the Premises.

The purpose of this Memorandum of Lease is to provide notice to third parties of the Lease. This Memorandum of Lease does not modify the provisions of the Lease. The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

Upon expiration or termination of the Lease, Tenant agrees to execute any and all documents required to discharge this Memorandum of Lease.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

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The parties hereto have set their hands and seals, this 22 day of February, 2018

LANDLORD:

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

By: Math Labinski
Name: Math Labinski
Its: Officer, VP

TENANT:

CITI TRENDS, INC., a Delaware corporation

By: Bruce D. Smith as COO
Bruce D. Smith
COO and CFO

STATE OF Connecticut

COUNTY OF Hartford

I, Angela Susan Ferrigno a notary public of the above county and state, certify that Math Labinski / VP personally appeared before me this day and acknowledged that he/she is the VP of SFI FORD CITY – CHICAGO LLC and that he/she, as such officer, being authorized to do so, executed the foregoing on behalf of the said company.

Witness my hand and notarial seal, this the 22 day of February, 2018.

(Official Seal)

Angela Susan Ferrigno
Notary Public
My Commission Expires: _____

STATE OF GEORGIA

COUNTY OF Chatham

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

I, Capri D. Warner, a notary public of the above county and state, certify that Bruce D. Smith personally appeared before me this day and acknowledged that he is the COO and CFO of Citi Trends, Inc., a Delaware corporation, and he, as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said company.

Witness my hand and notarial seal, this the 20th day of February, 2018.

(Official Seal)

Capri Dion Warner
NOTARY PUBLIC
Chatham County, GEORGIA
My Commission Expires 05/17/2021

Capri Dion Warner
Notary Public
My Commission Expires: 5/17/21

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Exhibit A

Site Plan
For Ford City Mall
Chicago, Illinois

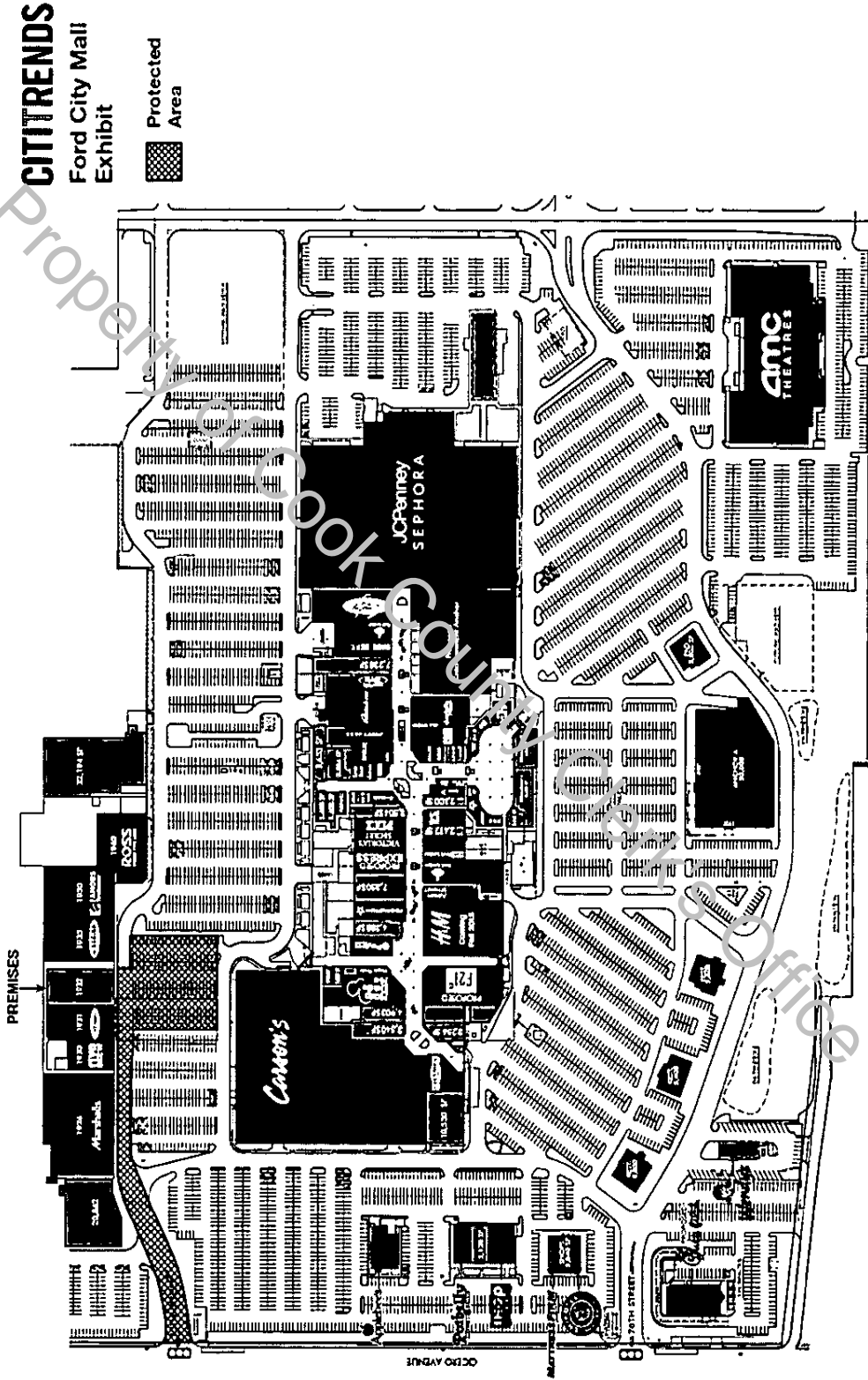
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Property of Cook County Clerk's Office

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Exhibit B

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 2187.00 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 115.60 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 87.45 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 58 minutes 43 seconds West, 383.39 feet; thence North 45 degrees 02 minutes 43 seconds West, 82.89 feet; thence North 59 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 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