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Charlotte, NC 28202

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/13/2018 03:58 PM PG: 1 OF 9

## MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (this "Memorandum") is entered into by and between **NEW SOUTHTOWN INVESTMENTS, LLC**, an Illinois limited liability company and **174 FONTANA HOLDINGS, LLC**, an Illinois limited liability company (collectively, the "Landlord") and **FIFTH THIRD BANK**, an Ohio banking corporation ("Tenant"), Landlord and Tenant having entered into a Lease Agreement (the "Lease") dated as of November 6<sup>th</sup>, 2018 (the "Commencement Date").

1. Premises. The Lease covers the leasing of (i) that portion of the first (1<sup>st</sup>) floor of the building located at 174 East 154<sup>th</sup> Street, Harvey, Illinois (containing approximately 10,530 usable square feet and 12,418 rentable square feet), as more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference, (ii) the existing drive thru lanes located on the Land (as hereinafter defined) and any equipment, lines or facilities necessary to operate the drive thru lanes, and (iii) all improvements, personal property and fixtures located thereon together with all other appurtenances, tenements, hereditaments, rights and easements pertaining hereto (collectively, the "Premises"). As used herein, "Land" shall mean that certain property more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

2. Term; Renewal Terms. The Lease provides for a lease term commencing on the Commencement Date and expiring on the last day of the month in which the fifteenth (15<sup>th</sup>) annual anniversary of the Commencement Date occurs. The Lease grants to Tenant the right to renew the term of the Lease for up to five (5) additional and consecutive five (5) year periods.

3. Exclusive Parking Spaces. Tenant shall have the (i) nonexclusive use of all parking spaces located in the parking areas of the Land and (ii) exclusive use of those fifteen (15) parking spaces in the locations shown on Exhibit C attached hereto and incorporated herein by this reference (the "Exclusive Parking Spaces"), for the parking of motor vehicles used by Tenant, its officers, employees, customers and invitees. Tenant shall have the right to install, at Tenant's sole cost and expense, signage at such Exclusive Parking Spaces, designating them as reserved to Tenant, and Tenant shall have the right to tow any vehicles improperly parked in such Exclusive Parking Spaces.

4. Changes to the Property. Landlord shall not cause or permit any material changes to the driveways on the Land, or to any access points to the Land, without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall not make any alterations, additions or improvements to the Land that materially impairs the visibility of any of Tenant's signage at the Land. Landlord may not, without Tenant's prior written consent (which consent shall not be unreasonably withheld), install or cause or permit to be installed any additional signage on the exterior of the Building.

5. Use Restrictions. During the term of the Lease, no portion of the Land or the improvements thereon may be used for any Noxious Uses (as hereinafter defined). As used herein, "Noxious Uses" shall mean any of the following:

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1. any facility for the sale of paraphernalia for use with illicit drugs or any marijuana dispensary or similar business;
2. night club;
3. cocktail lounge, bar or any other establishment that sells alcoholic beverages for on-premises consumption (however, this shall not prohibit any such business operated in connection with a restaurant provided the revenue derived from the sale of alcoholic beverages does not exceed 50% of the gross revenues of such business);
4. pool hall or billiard parlor;
5. massage parlor;
6. establishment providing nude or topless entertainment or waitstaff, or any establishment selling or exhibiting pornographic materials (including, without limitation, adult books or videos). Materials shall be considered "adult" or "pornographic" under this paragraph if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict sexuality;
7. mortuary or funeral home;
8. firearms sales;
9. liquor stores;
10. gambling, bingo or similar games of chance;
11. any mobile home park, trailer court, labor camp, junkyard, or stockyard;
12. any dumping, disposing, incineration, or reduction of garbage; or
13. any other use which constitutes a public or private nuisance or which causes loud noises or noxious or offensive smoke or odors.

6. Miscellaneous. The defined terms used in this Memorandum, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease, unless otherwise specifically defined herein. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease. In the event of any conflict between the provisions of this Memorandum and the provisions of the Lease, the latter shall in all instances prevail. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. This Memorandum shall be recorded against legal title to the Land, being the property described on Exhibit B attached hereto.

[SIGNATURES ON FOLLOWING PAGE(S)]

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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LANDLORD:

**NEW SOUTHTOWN INVESTMENTS, LLC**, an Illinois limited liability company

By: Anthony for Gerald Berlin his attorney in fact  
Name: Gerald Berlin  
Its: Manager

STATE OF IL )  
) SS.:  
COUNTY OF DUPAGE )

On the 6<sup>th</sup> day of November, 2018, before me, the undersigned, personally appeared Gerald Berlin as AIF for Anthony LKH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum and acknowledged to me that he/she executed the same in his/her capacity as the MANAGER of **NEW SOUTHTOWN INVESTMENTS, LLC**, an Illinois limited liability company, and that by his/her signature, executed this Memorandum on behalf of said company.

WITNESS my hand and Notarial Seal this 6<sup>th</sup> day of November, 2018.

[Signature]  
Notary Public

Patrick H Kennedy  
Printed Signature

My Commission Expires: 01.07.23  
My County of Residence: DUPAGE



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174 FONTANA HOLDINGS, LLC, an Illinois limited liability company

By: Authorized by Full Power Attorney in fact  
Name: \_\_\_\_\_  
Its: Manager

STATE OF IL )  
 ) SS.:  
COUNTY OF DUPAGE )

On the 6<sup>th</sup> day of November, 2018, before me, the undersigned, personally appeared GRAND GRUNAS AKA A. Anthony RUIH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum and acknowledged to me that he/she executed the same in his/her capacity as the MANAGER of 174 FONTANA HOLDINGS, LLC, an Illinois limited liability company, and that by his/her signature executed this Memorandum on behalf of said company.

WITNESS my hand and Notarial Seal this 6<sup>th</sup> day of November, 2018.



[Signature]  
Notary Public  
Patrick H. Kennedy  
Printed Signature

My Commission Expires: 01.07.23  
My County of Residence: DUPAGE

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TENANT:

**FIFTH THIRD BANK**, an Ohio banking corporation

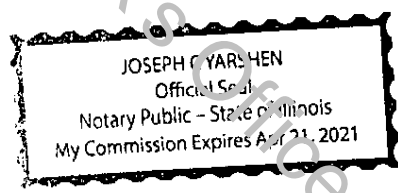
By: Randall L Morrissey  
Name: Randall L Morrissey  
Title: VP

### ACKNOWLEDGEMENT OF TENANT

STATE OF Illinois )  
 ) SS.:  
COUNTY OF Winnebago )

On the 2 day of November, 2018, before me, the undersigned, personally appeared Randall L Morrissey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum and acknowledged to me that he/she executed the same in his/her capacity as the VP of Fifth Third Bank, an Ohio banking corporation, and that by his/her signature executed this Memorandum on behalf of said Fifth Third Bank.

Notary Public for the State of Illinois  
Commission expires: April 21, 2021  
Print Name: Joseph C. Yarsten



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**FIFTH THIRD BANK**, an Ohio banking corporation

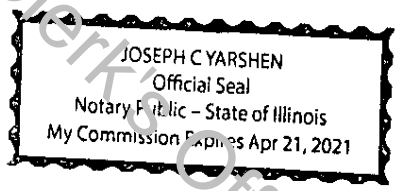
By: Chad Pendlay  
Name: CHAD PENDLAY  
Title: VP

### ACKNOWLEDGEMENT OF TENANT

STATE OF Illinois )  
 ) SS.:  
COUNTY OF COVINGE )

On the 2 day of November, 2018, before me, the undersigned, personally appeared Chad Pendlay, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this Memorandum and acknowledged to me that he/she executed the same in his/her capacity as the VP of Fifth Third Bank, an Ohio banking corporation, and that by his/her signature executed this Memorandum on behalf of said Fifth Third Bank.

Joseph C Yarshen  
Notary Public for the State of Illinois  
Commission expires: April 21, 2021  
Print Name: Joseph C Yarshen

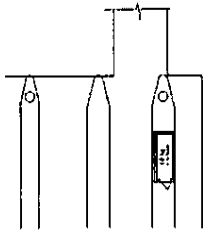
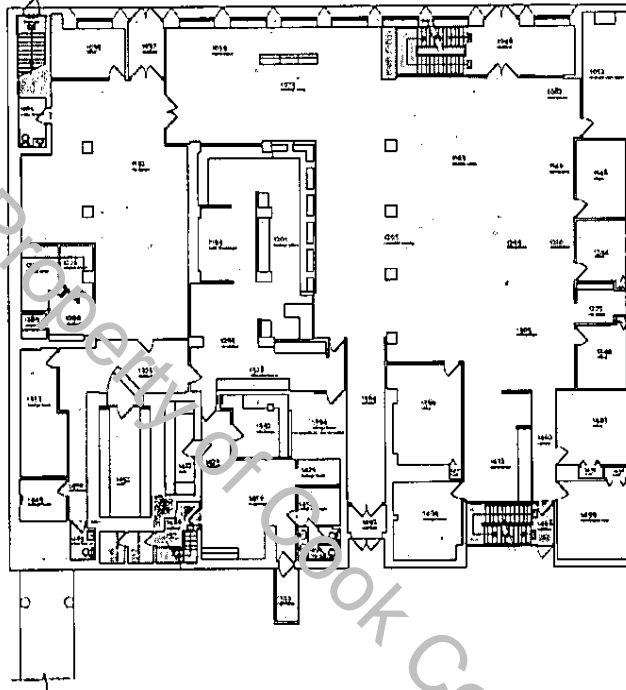


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## EXHIBIT A

### FLOOR PLAN OF THE PREMISES

	Floor	Building
IGA	11,651	30,949
VERT	559	1,620
BL SERV	243	3,704
FL SERV	320	2,502
OCCUP	10,530	23,123




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First Floor

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Harvey

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21-Dec-2017

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## EXHIBIT B LEGAL DESCRIPTION OF LAND

### PARCEL 1:

LOT 4 IN BLOCK 83 IN HARVEY, IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 12 IN BLOCK 83 IN HARVEY, A SUBDIVISION OF PART WEST OF ILLINOIS CENTRAL RAILROAD IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 5, 6, 7 AND 8 IN BLOCK 83 IN HARVEY, IN THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The above-described properties being commonly known as Cook County Tax Parcel Nos. 29-17-215-019-0000; 29-17-215-026-0000; and 29-17-215-039-0000.

### TOGETHER WITH:

### PARCEL 1:

LOTS 1 TO 5, BOTH INCLUSIVE, IN ELLIS SUBDIVISION OF LOTS 41, 42, 43 AND 44 IN BLOCK 83 OF HARVEY, BEING A SUBDIVISION OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1891 AS DOCUMENT 1565703 IN BOOK 51 OF PLATS PAGE 31, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 30 TO 40, BOTH INCLUSIVE, IN BLOCK 83 IN HARVEY, A SUBDIVISION OF PARTS OF SECTIONS 8 AND 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1890 AS DOCUMENT 1274898, IN COOK COUNTY, ILLINOIS.

The above-described properties being commonly known as Cook County Tax Parcel Nos. 29-17-215-006-0000; 29-17-215-007-0000; 29-17-215-008-0000; 29-17-215-040-000 and 29-17-215-041-0000.



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## EXHIBIT C

### LOCATION OF EXCLUSIVE PARKING SPACES

