

UNOFFICIAL COPY



Doc# 1836506259 Fee \$54.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/31/2018 03:39 PM PG: 1 OF 9

Prepared By and When Recorded
Return To:

James S. Sager, Esq.
Capital Fitness, Inc.
47W210 U.S. Highway 30,
Big Rock, Illinois 60511

COHI1801965LD15F2

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE (the "Memorandum of Lease") is made as of the 31st day of November, 2018, between **ABT OWNER 1, L.P.**, a Delaware limited Partnership, as successor-in-interest to Arboretum Mall Owner LLC ("**Landlord**") having an office at c/o Starwood Retail Property Management, One E. Wacker Drive, Suite 3600, Chicago, Illinois 60601, and **CAPITAL FITNESS-SOUTH BARRINGTON, LLC**, an Illinois limited liability company ("**Tenant**"), having an office at 47W210 U.S. Highway 30, Big Rock, Illinois 60511.

WHEREAS, Landlord's predecessor-in-interest and Tenant entered into that certain lease dated as of May 12, 2008, as modified by that certain Extension Agreement dated June 8, 2008, and by that certain Amendment To Lease dated June 20, 2008, and by that certain Letter Agreement dated April 20, 2015, and by that certain Amendment To Lease (the "**2018 Amendment**") dated September 12, 2018 (herein collectively, the "**Lease**") pursuant to which Landlord originally demised to Tenant and Tenant leased from Landlord approximately 11,097 square feet of space within The Arboretum of South Barrington shopping center ("**Shopping Center**") commonly known as 100 West Higgins, Suite L15, South Barrington, Illinois 60010 (herein the "**Original Premises**") and which Original Premises are identified on the shopping center plot plan attached hereto and made a part hereof as **Exhibit A** ("**Shopping Center Plot Plan**"), together with the non-exclusive right to use the "**Common Areas**" (as defined the Lease) of the Shopping Center.

WHEREAS, the Shopping Center is legally described on **Exhibit D** attached hereto and made a part hereof and depicted on the Shopping Center Plot Plan.

WHEREAS, pursuant to the 2018 Amendment, Landlord leased to Tenant, and Tenant leased from Landlord additional space contiguous to the Original Premises in the Shopping Center (the "**Expansion Space**") thereby increasing the square footage leased by Tenant pursuant to the Lease to 13,097 square feet (the "**Expanded Premises**"); and

WHEREAS, the Expanded Premises is crosshatched on **Exhibit C** attached hereto and made a part hereof; and

WHEREAS, the Lease is evidenced by a Lease Memorandum last executed September 11, 2008 and recorded September 25, 2008 as Document Number 0826933116, in the Recorders office of Cook County, Illinois (Collectively herein the "**Prior Memorandum**").

COOK COUNTY RECORDER OF DEEDS
12/31/2018
03:39 PM
PG: 1 OF 9

UNOFFICIAL COPY

WHEREAS, Landlord and Tenant desire to amend and restate the Prior Memorandum to evidence the terms and conditions of the 2018 Amendment.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. **Recitals; Capitalized Terms.** The foregoing recitals are hereby incorporated herein. Capitalized terms used herein shall have the meanings given to them in the Lease, unless otherwise defined herein.

2. **Premises.** Landlord leases unto Tenant and Tenant hereby accepts and rents from Landlord the Original Premises and the Expanded Premises on all the terms, covenants, and conditions of the Lease. All references to the Premises in the Lease and the Prior Memorandum shall hereafter mean and refer to the Original Premises and the Expanded Premises. The Expanded Premises is crosshatched on **Exhibit C** attached hereto and made a part hereof.

3. **Current Term.** The current term of the Lease is extended for a period of ten (10) year commencing on the date which is the earlier of: (a) the date which is 120 days after the later to occur of (1) the Expansion Space Delivery Date (as defined above in **Section 2(B)(b)** of the 2018 Amendment), or (2) the Expansion Space Tenant Approval Notice Date (as defined above in **Section 2(C)(c)** of the 2018 Amendment); or (b) the date Tenant opens for business in the Expansion Space. (the "**Extended Term**").

4. **Renewal Options.** Landlord hereby grants to Tenant, subject to all of the terms and conditions of the Lease, the right to extend the Lease beyond the Extended Term for Four (4) successive periods of Five (5) years each.

5. **Miscellaneous.** All of the terms and conditions in the Prior Memorandum are incorporated herein and made a part hereof. In the event of a conflict between the terms in the Prior Memorandum and the terms in this Memorandum of Lease, the terms of this Memorandum of Lease shall control. The sole purpose of this instrument is to give notice of the Lease and Tenant's rights thereunder, and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum of Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same Memorandum of Lease. This instrument shall in no way amend or be used to interpret the Lease, and in the event of any conflict or inconsistency between any of the terms and conditions of this Memorandum of Lease and any terms and/or conditions of the Lease, the terms and/or conditions of the Lease shall govern and control. All covenants and agreements of this Memorandum of Lease and the Lease shall run with the land until such time as the Lease is terminated. A full and complete copy of the Lease is on file at the offices of Landlord and Tenant.

(End of text. Execution on following page.)

UNOFFICIAL COPY

TO INDICATE THEIR AGREEMENT, the parties have executed this Memorandum of Lease as of the day and year appearing in their respective notary acknowledgments.

TENANT:

CAPITAL FITNESS-SOUTH BARRINGTON, LLC, an Illinois limited liability company

By: **CAPITAL FITNESS, INC.**, an Illinois corporation, its sole member

By: [Signature]
Evan Rayman, not individually but as Vice President

STATE OF ILLINOIS

COUNTY OF KANE

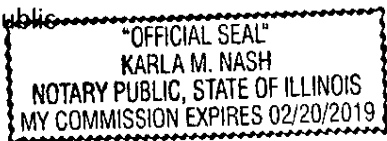
I, Karla Nash, a Notary Public in and for Kane County, Illinois, do hereby certify that Evan M. Rayman, as Vice President of Capital Fitness, Inc., an Illinois corporation, who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, who appeared before me on this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of Capital Fitness, Inc., for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25 day of September, 2018.

[Signature]

Notary Public

(Seal)



My Commission Expires: 2-20-19

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LANDLORD:

ABT OWNER 1, L.P.,
a Delaware limited partnership

By: **ABT OWNER 1 GP, L.L.C.,**
a Delaware limited liability company,
its general partner

By: **STARWOOD RETAIL PROPERTY
MANAGEMENT, LLC**
a Delaware limited liability company,
as its agent and authorized signatory

By: _____
Authorized Signatory

Property of Cook County Clerk's Office

STATE OF Illinois

COUNTY OF Cook

I, Sandra A. Kuehn a Notary Public in and for Cook County, Illinois, do hereby certify that Jeff Zeigler, as authorized signatory of ABT OWNER 1, L.P., a Delaware limited Partnership, who is personally known to me to be the same person as whose name is subscribed to the foregoing instrument, who appeared before me on this day and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 3rd day of October, 2018.

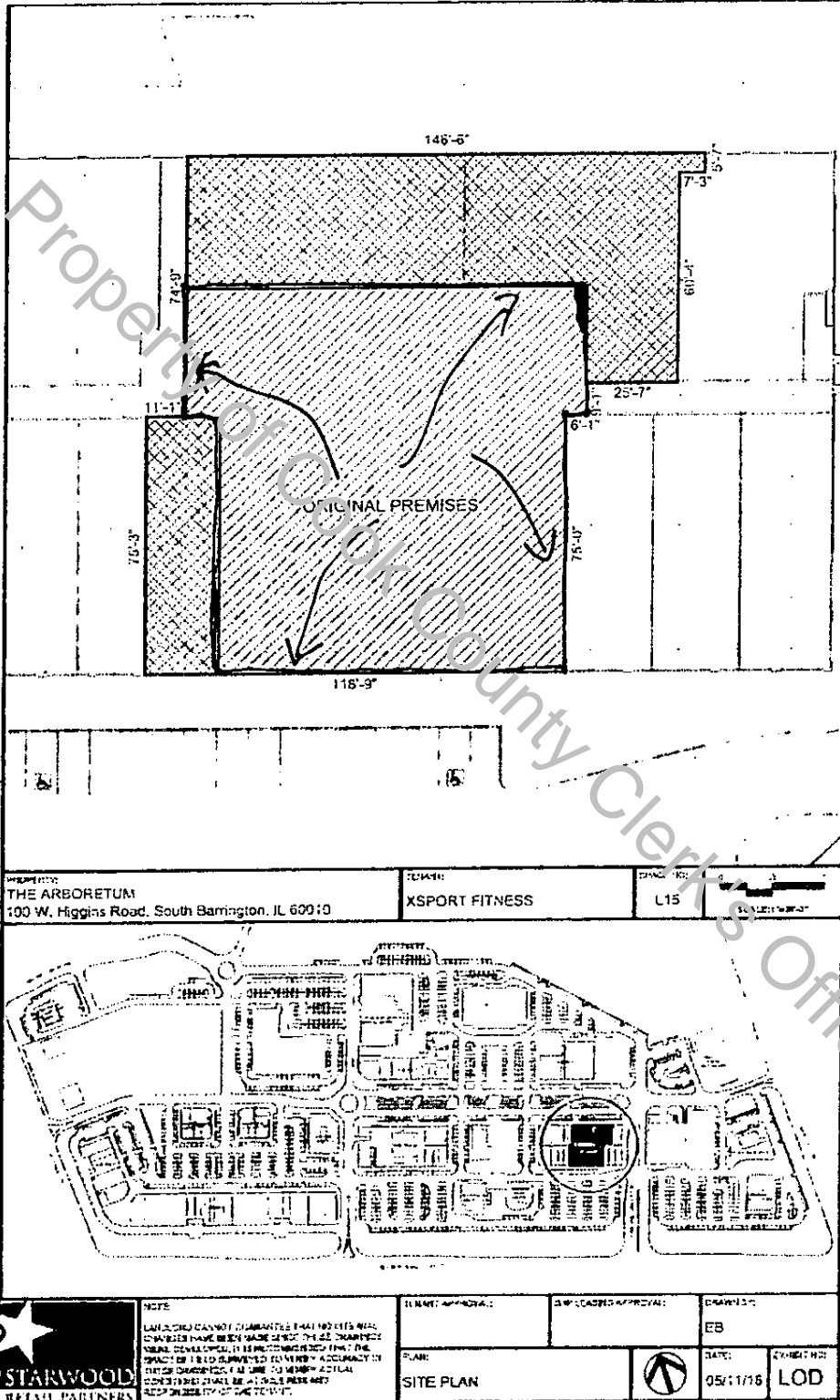
Sandra A. Kuehn
Notary Public
(Seal)



My Commission Expires: _____

UNOFFICIAL COPY

EXHIBIT "A"
Original Premises



UNOFFICIAL COPY

Exhibit "B"

Reserved

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

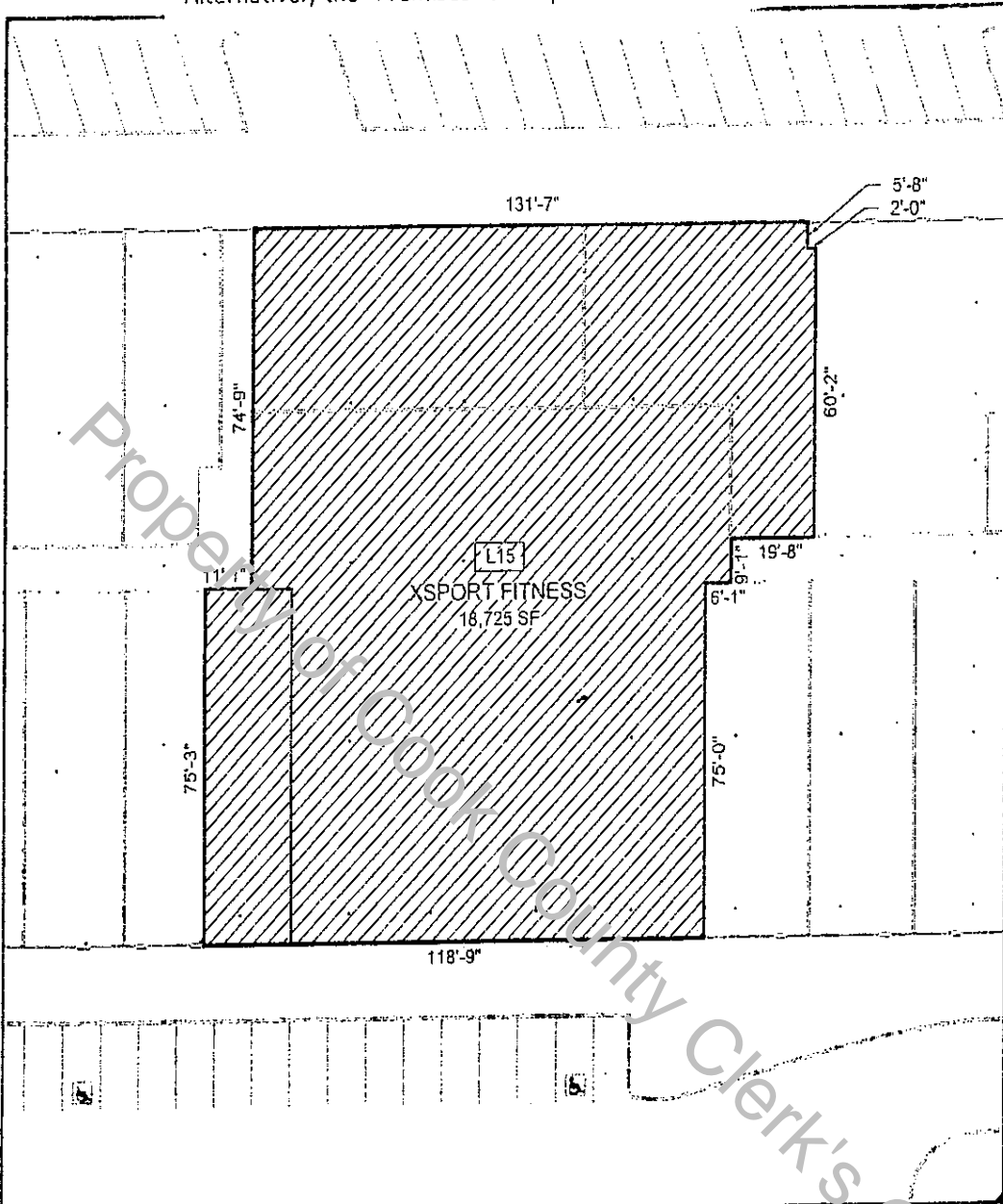
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

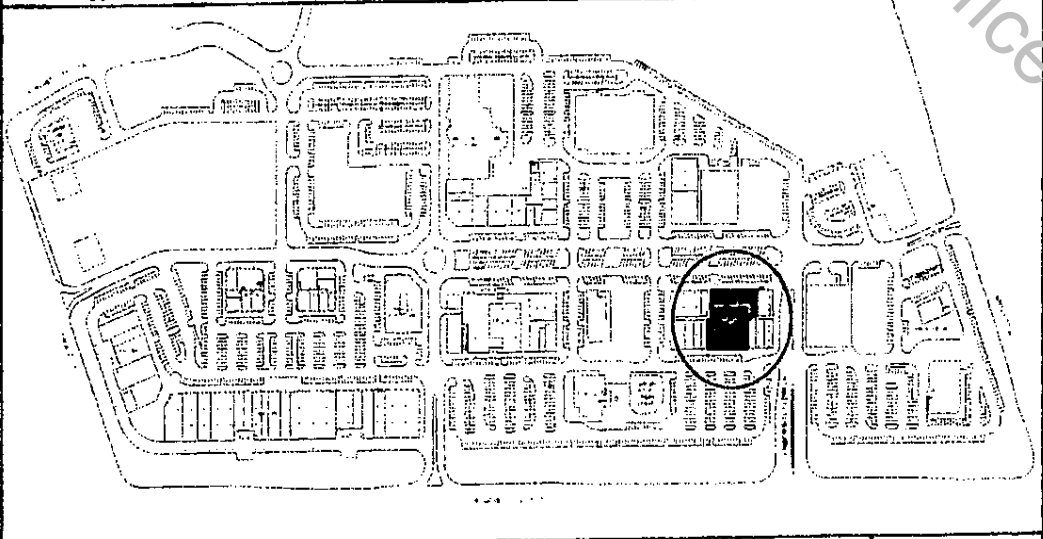
EXHIBIT "C"

Alternatively the "Premises" or "Expanded Premises"



Drawing: RUTENANT COORDINATION3, LOD:StarboretumV18-XSport Fitness Expanded-1.5x00d4.00, 2018-1-07.dwg, Layer: a.5x14.LOD, Rev: 07, 2018, 10:53am

PROPERTY: THE ARBORETUM 100 W. Higgins Road, South Barrington, IL 60010	TENANT: XSPORT FITNESS	SPACE NO: L15	SCALE: 1" = 10'-0"
---	---------------------------	------------------	--------------------



	NOTE: LANDLORD CANNOT GUARANTEE THAT NO INTERNAL CHANGES HAVE BEEN MADE SINCE THESE DRAWINGS WERE DEVELOPED. IT IS RECOMMENDED THAT THE SPACE BE FIELD SURVEYED TO VERIFY ACCURACY OF THESE DRAWINGS. FAILURE TO VERIFY ACTUAL CONDITIONS SHALL BE AT SOLE RISK AND RESPONSIBILITY OF THE TENANT.	TENANT APPROVAL:	SRP LEASING APPROVAL:	DRAWN BY: EB
	PLAN: SITE PLAN		DATE: 11/07/18	EXHIBIT NO: LOD

UNOFFICIAL COPY

Exhibit "D" page 1 of 2

Legal Description of Shopping Center

THAT PART OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 02 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 33, A DISTANCE OF 780.49 FEET TO THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 72 (HIGGINS ROAD) AS MONUMENTED AND OCCUPIED; THENCE NORTH 69 DEGREES 18 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2766.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 11194096; THENCE NORTH 00 DEGREES 11 MINUTES 17 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE NO. 59, A DISTANCE OF 1095.63 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET AN ARC DISTANCE OF 80.49 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 72.08 FEET AND A BEARING OF SOUTH 46 DEGREES 18 MINUTES 23 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 467.00 FEET AN ARC DISTANCE OF 68.92 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 68.86 FEET AND A BEARING OF NORTH 83 DEGREES 20 MINUTES 49 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 798.00 FEET AN ARC DISTANCE OF 365.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 361.98 FEET AND A BEARING OF SOUTH 87 DEGREES 46 MINUTES 18 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 552.00 FEET AN ARC DISTANCE OF 125.61 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 125.34 FEET AND A BEARING OF SOUTH 81 DEGREES 10 MINUTES 53 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 198.00 FEET AN ARC DISTANCE OF 66.38 FEET TO A POINT OF REVERSE CURVATURE, THE

CHORD OF SAID ARC HAVING A LENGTH OF 66.07 FEET AND A BEARING OF SOUTH 78 DEGREES 05 MINUTES 46 SECONDS EAST; THENCE EASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 30.00 FEET AN ARC DISTANCE OF 35.16 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 33.18 FEET AND A BEARING OF NORTH 77 DEGREES 55 MINUTES 47 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 196.00 FEET AN ARC DISTANCE OF 39.98 FEET TO A POINT OF REVERSE CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.91 FEET AND A BEARING OF NORTH 50 DEGREES 11 MINUTES 41 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 232.00 FEET AN ARC DISTANCE OF 125.75 FEET TO A POINT OF COMPOUND CURVATURE, THE CHORD OF SAID ARC HAVING A LENGTH OF 124.21 FEET AND A BEARING OF NORTH 40 DEGREES 30 MINUTES 36 SECONDS EAST; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A

UNOFFICIAL COPY

Exhibit "A" page 2 of 2

RADIUS OF 754.00 FEET AN ARC DISTANCE OF 60.64 FEET TO A POINT OF NON-TANGENCY HEREINAFTER REFERRED TO AS POINT "A", THE CHORD OF SAID ARC HAVING A LENGTH OF 60.62 FEET AND A BEARING OF NORTH 22 DEGREES 40 MINUTES 42 SECONDS EAST; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG A LINE HEREINAFTER REFERRED TO AS LINE "A", A DISTANCE OF 287.96 FEET; THENCE SOUTH 37 DEGREES 31 MINUTES 37 SECONDS WEST, 211.19 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET AN ARC DISTANCE OF 43.15 FEET TO A POINT ON A NON-TANGENT CURVE, THE CHORD OF SAID ARC HAVING A LENGTH OF 43.08 FEET AND A BEARING OF SOUTH 42 DEGREES 49 MINUTES 55 SECONDS WEST; THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 90.00 FEET AN ARC DISTANCE OF 40.31 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 39.98 FEET AND A BEARING OF SOUTH 04 DEGREES 39 MINUTES 01 SECOND EAST; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST, 220.11 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 27.00 FEET; THENCE SOUTH 69 DEGREES 18 MINUTES 19 SECONDS EAST, 191.54 FEET; THENCE NORTH 20 DEGREES 41 MINUTES 41 SECONDS EAST, 105.23 FEET; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, 30.67 FEET TO THE SOUTHEASTERLY EXTENSION OF AFORESAID LINE "A"; THENCE SOUTH 51 DEGREES 22 MINUTES 16 SECONDS EAST ALONG THE SOUTHEASTERLY EXTENSION OF SAID LINE "A", 128.74 FEET TO A POINT ON SAID SOUTHEASTERLY EXTENSION OF LINE "A" THAT IS 795.95 FEET SOUTHEASTERLY OF, MEASURED ALONG SAID LINE "A" AND ITS' SOUTHEASTERLY EXTENSION, AFORESAID POINT "A"; THENCE NORTH 38 DEGREES 37 MINUTES 44 SECONDS EAST, A DISTANCE OF 83.15 FEET TO THE WEST LINE OF THE EAST 16.35 CHAINS OF THE AFORESAID NORTHEAST QUARTER OF SECTION 33; THENCE NORTH 00 DEGREES 04 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 476.54 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 455.10 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 422.20 FEET; THENCE SOUTH 45 DEGREES 12 MINUTES 05 SECONDS EAST, A DISTANCE OF 141.12 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 524.01 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 04 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 916.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

01-33-200-007-0000

03-33-200-012-0000

01-33-200-013-0000

01-33-200-014-0000

01-33-200-015-0000

01-33-200-017-0000

Address: 100 W. Higgins Rd
 South Barrington, IL 60010