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Doc# 1907106107 Fee \$50.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/12/2019 12:06 PM PG: 1 OF 7

PREPARED BY AND  
WHEN RECORDED  
RETURN TO:

Seyfarth Shaw LLP  
233 South Wacker Drive  
Suite 8000  
Chicago, IL 60606  
Attn: Melissa Vandewater, Esq.

Above Space for Recorder's use only

66F1B CCHI 1900855 (-1)

**TERMINATION OF SUB-GROUND LEASE**

THIS TERMINATION OF SUB-GROUND LEASE (this "Agreement") is made and entered into as of March 7, 2019 (the "Effective Date"), by and between TCB-EDENS II, LLC, a Delaware limited liability company ("Landlord") and TCB-MRM, LLC, a Delaware limited liability company ("Tenant").

**WITNESSETH**

WHEREAS, Landlord (as the successor-in-interest to BTD Eden Plaza, LLC, a Delaware limited liability company, as the successor-in-interest to Bonstors Realty Two, LLC, a Delaware limited liability company), owns that certain real property located at 3200 Lake Avenue in Wilmette, Illinois, more particularly described on Exhibit A hereto (the "Property");

WHEREAS, Tenant (as successor-in-interest to Edens Annex LLC, a Delaware limited liability company) is the tenant under that certain Sub-Ground Lease dated August 1, 2016 (the "Sub-Ground Lease"), a memorandum of which was recorded with the Cook County, Illinois Recorder of Deeds (the "Recorder") as Document Number 1635042015 (the "Memorandum"), relating to the portion of the Property described on Exhibit B hereto (the "Premises");

WHEREAS, the Ground Lease referenced in the Sub-Ground Lease was terminated as of January 30, 2019, as evidenced by that certain memorandum recorded with the Recorder as Document Number 1906449237;

WHEREAS, Landlord, by virtue of the termination of the Ground Lease and after giving effect to the Fee Owner Consent to Sub-Ground Lease made a part of the Sub-Ground Lease and

Re 7

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the Memorandum, acquired all right, title and interest of the landlord, if any, in and to the Sub-Ground Lease; and

WHEREAS, Landlord and Tenant desire that the Sub-Ground Lease be terminated as provided herein.

NOW, THEREFORE, in consideration of the promises and agreements and conditions herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sub-Ground Lease Termination. Effective as of the Effective Date, the Sub-Ground Lease and the Memorandum are hereby terminated and of no further force or effect.
2. Recording. The parties hereto desire to record this Agreement with the Recorder to provide record notice of the termination of the Sub-Ground Lease and the Memorandum on the Effective Date.
3. Counterparts. This Agreement may be executed and delivered in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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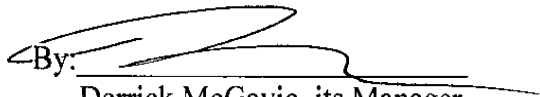
IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first written above.

**LANDLORD:**

**TCB-EDENS II, LLC,**  
a Delaware limited liability company

By: NEWPORT CAPITAL PARTNERS FUND II, LP,  
its Manager

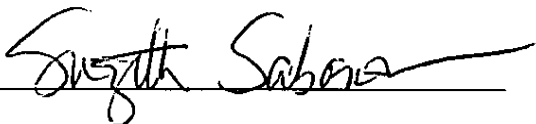
By: NEWPORT FUND II GP, LLC, its general  
partner

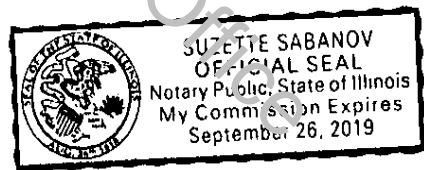
By:   
Derrick McGavic, its Manager

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On March 5, 2019, before me, Suzette Sabanov, a Notary Public in and for said County and State, personally appeared Derrick McGavic, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument he and the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 



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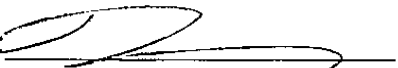
IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the day and year first written above.

TENANT:

TCB-MRM, LLC,  
a Delaware limited liability company

By: NEWPORT CAPITAL PARTNERS FUND II, LP,  
its Manager

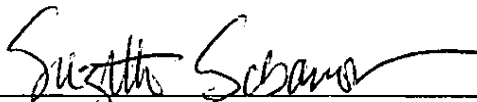
By: NEWPORT FUND II GP, LLC, its general  
partner

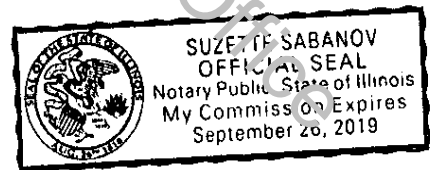
By:   
Derrick McGavic, its Manager

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

On March 5, 2019, before me, Suzette Sabanov, a Notary Public in and for said County and State, personally appeared Derrick McGavic, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument he and the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Property of Cook County Clerk's Office

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## EXHIBIT B

### LEGAL DESCRIPTION OF THE PREMISES

#### **Parcel 1:**

Legal description of Permissible Building Area Annex "A"

That part of Lot 1 in Edens Plaza, being a subdivision in the Southeast Quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1967 as document 20265607, in Cook County, Illinois, described as follows:

Commencing at the Northwest Corner of said Lot 1; thence South 00 degrees 06 minutes 29 seconds East along the West Line of said Lot 1, a distance of 598.76 feet to the North Line of Parcel 3 described in the Special Warranty Deed recorded March 29, 2006 as Document No. 0608827139; thence South 89 degrees 27 minutes 04 seconds East along said North Line, 118.04 feet; thence South 00 degrees 10 minutes 17 seconds West, 143.13 feet to the point of beginning; thence North 89 degrees 53 minutes 30 seconds East, 93.54 feet; thence along a curve concave to the North having a radius of 81.50 feet and an arc distance of 26.66 feet, the chord of said arc having a length of 25.54 feet and a bearing of North 80 degrees 31 minutes 10 seconds east; thence South 00 degrees 04 minutes 36 seconds East, 76.42 feet to the North Wall of the existing Carson's Building; thence along the North Wall and Westerly extension thereof of said Carson's Building the following 3 courses: 1) South 89 degrees 55 minutes 24 seconds West, 3.25 feet, 2) South 00 degrees 04 minutes 36 seconds East, 8.24 feet, and 3) South 89 degrees 55 minutes 24 seconds West, 116.82 feet; thence North 00 degrees 10 minutes 17 seconds East, 80.27 feet to the point of beginning.

Excepting therefrom the buildings and improvements located thereon.

Legal description of Permissible Building Area Annex "B"

That part of Lot 1 in Edens Plaza, being a Subdivision in the Southeast Quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1967 as document 20265607, in Cook County, Illinois, described as follows:

Commencing at the Northwest Corner of said Lot 1; thence South 00 degrees 06 minutes 29 seconds East along the West Line of said Lot 1, a distance of 598.76 feet to the North line of Parcel 3 described in the Special Warranty Deed recorded March 29, 2006 as Document No. 0608827139; thence South 89 degrees 27 minutes 04 seconds East along said North Line, 269.11 feet; thence South 00 degrees 01 minute 57 seconds West 117.21 feet to the point of beginning; thence along a curve concave to the Northwest having a radius of 81.50 feet and an arc distance of 24.93 feet, the chord of said arc having a length of 24.84 feet and a bearing of North 35 degrees 49 minutes 06 seconds East to a point of reverse curve; thence along said reverse curve, being concave to the South and having a radius of 25.00 feet and an arc distance of 55.26 feet, the chord of said arc having a length of 44.68 feet and a bearing of South 89 degrees 37 minutes 16 seconds East; thence South 26 degrees 17 minutes 46 seconds East, 97.04 feet to the Easterly line of said Parcel 3; thence South 00 degrees 02 minutes 14 seconds East along said Easterly line 37.36 feet to the Easterly extension of the North Wall of the existing Carson's Building; thence along the North Wall and Easterly extension thereof of said Carson's Building the following 3

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courses: 1.) North 89 degrees 58 minutes 03 seconds West, 99.04 feet, 2.) North 00 degrees 01 minute 57 seconds East, 8.24 feet and 3.) North 89 degrees 58 minutes 03 seconds West, 3.25 feet; thence North 00 degrees 01 minute 57 seconds East, 96.22 feet to the point of beginning. Excepting therefrom the buildings and improvements located thereon.

## Parcel 2:

Non-exclusive easement in favor of Parcel 1 as created by the Edens Plaza Reciprocal Operating and Easement Agreement dated March 25, 1994 and recorded March 30, 1994 as document 94287447 and amended by Second Amendment recorded December 15, 2016 as document number 1635042016, made by and between NBD Bank, as Trustee under Trust Number 4671-AH, Edens Center Associates and CPS Department Stores, Inc., for the purposes set forth therein over, upon, under and on the following Land:

That part of Lot 1 in Edens Plaza, being a Subdivision in the Southeast Quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1967 as document 20265607, in Cook County, Illinois, described as follows:

Commencing at the Northwest Corner of Lot 1 aforesaid; thence on an assumed Azimuth of 129 degrees 36 minutes 27 seconds along the Northerly line of said Lot 1, a distance of 585.84 feet to the Easterly line of said Lot 1, thence on an Azimuth of 153 Degrees 45 Minutes 59 Seconds along said Easterly line, being Also the Westerly Line of Skokie Blvd., 76.51 feet to a point of curvature in said line; thence Southeasterly along a tangential curve concave to the West, radius 5679.65 feet, central angle 02 degrees 31 minutes 55 seconds, 284.03 feet for a point of beginning; thence on an Azimuth of 250 degrees 52 minutes 06 seconds, 223.90 feet; thence on an Azimuth of 166 degrees 51 minutes 28 seconds, 113.94 feet; thence on an Azimuth of 160 degrees 20 minutes 46 seconds 95.91 feet; thence on an Azimuth of 269 degrees 57 minutes 45 seconds, 78.44 feet; thence on an Azimuth of 359 degrees 57 minutes 45 seconds, 223.80 feet; thence on an Azimuth of 333 degrees 27 minutes 26 seconds, 166.82 feet; thence on an Azimuth 270 degrees 32 minutes 56 seconds 296.68 feet to a point on the West Line of Lot 1 which is 598.76 feet South of the Northwest Corner thereof; thence on an Azimuth of 179 degrees 53 minutes 30 seconds along said West Line, 486.59 feet to an angle point therein, thence on an Azimuth of 125 degrees 04 minutes 59 seconds along the West Line of said Lot 1, a distance of 204.00 feet; thence on an Azimuth of 35 degrees 04 minutes 59 seconds, 50.64 feet; thence on an Azimuth of 89 degrees 55 minutes 36 seconds, 175.52 feet; thence on an Azimuth of 359 degrees 57 minutes 45 seconds, 141.04 feet; thence on an Azimuth of 89 degrees 57 minutes 45 seconds, 93.57 feet; thence on an Azimuth of 160 degrees 20 minutes 46 seconds, 190.61 feet; thence on an Azimuth of 90 degrees 00 minutes 00 seconds, 210.19 feet; thence on an Azimuth of 341 degrees 36 minutes 33 seconds, 185.60 feet; thence on an Azimuth of 69 degrees 58 minutes 08 seconds, along radial line 46.59 feet to the East Line of Lot 1; thence Northerly along said East line and a curve concave to the West (being also the West Line of Skokie Blvd.), radius 5679.65 foot, a central angle 03 degrees 20 minutes 14 seconds, 330.82 feet to the point of beginning.

**Property Address:** 3200 Lake Street, Wilmette, Illinois 60091  
**PIN:** 05-03-405-019