

# UNOFFICIAL COPY

Doc#: 2208306423 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 03/24/2022 01:31 PM Pg: 1 of 5

WHEN RECORDED RETURN BY MAIL TO:  
First American Title Company  
National Commercial Services  
1790 Hughes Landing Blvd., Suite 110  
The Woodlands, Texas 77380  
ATTN: Sharon P. Mork  
Vice President/Manager  
Sr. Commercial Escrow Officer

THIS DOCUMENT PREPARED BY:  
Andrew Pidcock  
Snell & Wilmer LLP  
1200 Seventeenth Street, Suite 1900  
Denver, CO 80202

On Behalf of:

Starbucks Coffee Company  
2401 Utah Avenue South, Suite 800  
Mailstop: S-LA3  
Seattle, Washington 98134  
Store: Harlem & Waveland  
Chicago, IL  
#63774

## MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is entered into by and between **Harlem Avenue Retail Management, LLC**, a Michigan limited liability company ("**Landlord**") having its principal place of business at 30200 Telegraph Road, #205, Bingham Farms, MI 48025, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("**Tenant**"), Landlord and Tenant having entered into a commercial lease having an effective date of August 21, 2021 (the "**Lease**").

1. The Lease covers certain commercial property located at 3649 N. Harlem Avenue, Chicago, IL, in a shopping center commonly known as SEC of Harlem Avenue and Waveland Avenue (the "**Shopping Center**"), consisting of approximately 2,300 square feet of Gross Leasable Area (the "**Premises**") all as more particularly described in the Lease. The legal description of the Shopping Center and the property on which the Premises are located (the "**Property**") is attached hereto and incorporated herein by this reference.

2. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "**Initial Term**").

3. The Lease grants to Tenant the right to renew the Initial Term for up to four (4) consecutive five (5) year period(s) (the "**Extension Term(s)**") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.

4. Landlord is obligated to pay Tenant an improvement allowance in amount specified in Section 4.4 of the Lease.

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accommodation recording only;  
document not reviewed,  
and no insurance provided.

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5. Tenant may exclusively use and occupy the Premises for any lawful retail or restaurant use, including the sale of beer and wine.

6. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

7. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property, including, without limitation, for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages.

8. This Memorandum may be signed in two (2) 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. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE(S)]

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 24 day of August, 2021.

LANDLORD:

HARLEM AVENUE RETAIL MANAGEMENT, LLC

By: 

Print Name: Gabriel Schuchman

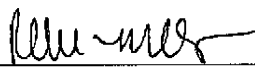
Title: Authorized Agent

### LANDLORD ACKNOWLEDGEMENT

STATE OF Michigan  
COUNTY OF Oakland ss.

On this 24 day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Gabriel Schuchman known as, or providing satisfactory evidence that he/she is the Authorized Agent of Harlem Avenue Retail Management Michigan LLC the LLC that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said LLC for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



RACHEL ANN MILLER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 22, 2022  
ACTING IN COUNTY OF Oakland

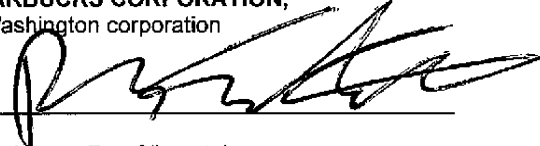
NOTARY PUBLIC in and for the State of Michigan residing at Oakland County  
My commission expires: 12-22-22  
Print Name: Rachel Miller

Notarial Stamp/Seal

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TENANT:

**STARBUCKS CORPORATION,**  
a Washington corporation

By: 


Print Name: Ray Silverstein  
Title: vice president

Property of Cook County Clerk's Office

TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON     )  
                                          ) ss.  
COUNTY OF KING         )

This record was acknowledged before me on 12 August 2021 by Ray Silverstein as vice president of **STARBUCKS CORPORATION**, a Washington corporation.



NOTARY PUBLIC in and for the State of Washington  
My appointment expires: 2-19-22  
Print Name: Sarah C VanVliet

Notarial Stamp/Seal



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## EXHIBIT A TO MEMORANDUM OF LEASE

### Legal Description

Lot 10 and the North 95.65 feet of Lot 9 in Block 10 in W. F. Kaiser and Company's Addison Heights Subdivision, being a Subdivision of the South 1/2 of the Northwest 1/4 of Section 19, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office