

# UNOFFICIAL COPY



Doc# 2220347054 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/22/2022 12:00 PM PG: 1 OF 9

Property of Cook County Clerk's Office

**WHEN RECORDED RETURN BY MAIL TO:**

First American Title Company  
National Commercial Services  
1790 Hughes Landing Blvd., Suite 112  
The Woodlands, Texas 77380  
ATTN: Sharon P. Mork  
Vice President/Manager  
Sr. Commercial Escrow Officer

**THIS DOCUMENT PREPARED BY:**

James H. Lovell  
Opus Law Group PLLC  
1325 Fourth Avenue, Suite 1345  
Seattle, WA 98101

**On Behalf of:**

Starbucks Coffee Company  
2401 Utah Avenue South, Suite 800  
Mailstop: S-LA3  
Seattle, Washington 98134  
Store: Addison & Sheffield  
Chicago, IL  
#65752

MEMORANDUM OF LEASE

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This Memorandum of Lease ("Memorandum") is entered into by and between **1025 W Addison Street Apartments Owner, LLC**, a Delaware limited liability company ("**Landlord**") having its principal place of business at 71 S. Wacker Drive, 2130 Chicago, IL 60606, 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 June 10, 2021 (the "**Lease**").

1. The Lease covers certain commercial property located at the southeast corner of W Addison St. and N Clark St. in Chicago, Illinois, in a mixed-use development commonly known as Addison & Clark, together with or subject to such additions, deletions and other changes thereto as Landlord may from time to time designate (the "**Project**"), consisting of approximately 1,742 square feet of Gross Leasable Area (the "**Premises**") all as more particularly described in the Lease. The legal description of the Project 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 two (2) consecutive five (5) year periods (each an "**Extension Term**") 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 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.

5. Tenant may use and occupy the Premises for (a) a coffee store or (b) any other lawful retail or restaurant use, including, without limitation, the sale of beer and wine for on-premises consumption, so long as such use does not conflict with any of the exclusive use(s) and/or restricted use(s) in favor of other tenants in the Project as of the Effective Date (including their successors and assigns) (collectively, "**Other Tenants**"), or with the prohibited uses set forth in the Lease.

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. The Lease grants to Tenant the exclusive right to sell on the Project: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) coffee-based or espresso-based blended beverages (the "**Exclusive Use**").

Notwithstanding the foregoing, other tenants, subtenants, licensees and occupants of the Project may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified and may also sell pre-bottled tea or pre-bottled tea-based beverages. For purposes of the Lease, "**gourmet**" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of the Lease, "**brand identified**" shall mean coffee or tea that is advertised or marketed within the applicable retail space by its brand name or sold in a brand-identified cup.

The Other Tenants whose lease allows it to sell any of the foregoing products, shall not be subject to Tenant's Exclusive Use restriction set forth herein, if and to the extent that any of such Other Tenants is permitted by its lease to sell any of Tenant's Exclusive Use items.

In addition, notwithstanding anything to the contrary, any existing or future tenant operating a movie theater on the third (3<sup>rd</sup>) floor of the Project shall not be subject to the Exclusive Use hereunder.

Tenants occupying at least twenty thousand (20,000) contiguous square feet of interior space operating under a single trade name and full-line grocery store tenants occupying at least ten thousand (10,000) contiguous square feet of interior space operating under a single trade name shall not be subject to Tenant's Exclusive Use so long as any such tenant at all times occupies and operates out of the foregoing minimum contiguous square footage, does not have a separate entrance or exterior signage for the sale of Tenant's exclusive items, and does not otherwise advertise, in a manner visible from the exterior of such tenant's space, the sale of Tenant's exclusive items.

Full service, sit-down restaurants with a wait staff and table service serving a complete lunch or dinner menu may sell brewed coffee, tea, and hot espresso drinks for on-premises consumption only.

LEO-746834 -K

MAY 23 2021

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

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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)]

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
RECORDING DIVISION  
118 N. CLARK ST.  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 10<sup>th</sup> day of June, 2021.

LANDLORD:

1025 W ADDISON STREET APARTMENTS OWNER LLC,  
a Delaware limited liability company

By: 1025 W Addison Street Apartments Investors LLC, its sole Member

By: Addison Park LLC, its Manager

By: BRP Addison LLC, its Member

By: John Bucksbaum  
John Bucksbaum, Manager

Property of Cook County Notary Public's Office

### LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS :  
COUNTY OF COOK : SS

On this, the 10 day of June, 2021, before me, a Notary Public, the undersigned officer, personally appeared John Bucksbaum, who acknowledged himself to be the Manager of BRP Addison LLC, the Member of Addison Park LLC, the Manager of 1025 W Addison Street Apartments Investors LLC, the sole Member of 1025 W ADDISON APARTMENTS OWNER LLC, a Delaware limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

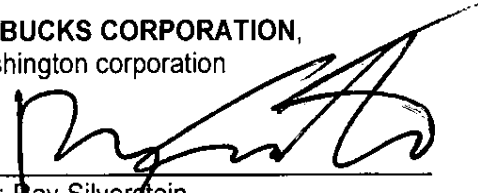


Debra E Zsigray  
Notary Public  
My Commission Expires 7-27-23

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TENANT:

**STARBUCKS CORPORATION,**  
a Washington corporation

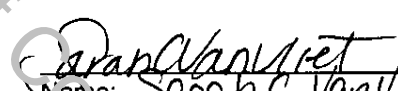


By: \_\_\_\_\_  
Name: Ray Silverstein  
Title: vice president

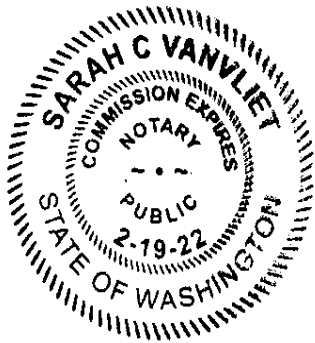
### TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING        )

This record was acknowledged before me on 8 June 2021 by Ray Silverstein as vice president of **STARBUCKS CORPORATION**, a Washington corporation.

  
Name: Sarah C Vanliet  
NOTARY PUBLIC, State of Washington  
My appointment expires 2-19-22

Notarial Stamp/Seal



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EXHIBIT A

## LEGAL DESCRIPTION

[SEE ATTACHED]

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 N. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

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COOK COUNTY CLERK OFFICE  
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CHICAGO, IL 60602-1387

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## PARCEL 1:

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 1 IN WEADE AND HYDE'S SUBDIVISION ON BLOCK 1 OF ASSESSOR'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOTS 3, 4, 5, 6 AND 7;

EXCEPTING THEREFROM PARCELS A, B AND C DESCRIBED AS FOLLOWS:

PARCEL A: THE NORTH 20.00 FEET OF THE WEST 75.00 FEET OF LOT 3 (AS MEASURED ALONG THE NORTH AND WEST LINES THEREOF);

PARCEL B: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 75.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE THEREOF); THENCE SOUTH 30 DEGREES 08 MINUTES 18 SECONDS EAST ALONG A LINE PARALLEL TO THE WEST LINE OF LOT 3 AFORESAID, 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 08 SECONDS EAST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 17.29 FEET TO THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING;

PARCEL C: THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE WEST LINE THEREOF); THENCE SOUTH 89 DEGREES 58 MINUTES 52 SECONDS EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 75.00 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 08 SECONDS WEST PERPENDICULAR TO THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 3.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 52 SECONDS WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 73.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 30 DEGREES 08 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE 3.51 FEET TO THE POINT OF BEGINNING.

14-20-403-003-0000 (affects part of Parcel 1 and other land, all of Lot 3 and Lot 4 in Parcel 1)

14-20-403-004-0000 (affects Lot 5 and the North 1/2 of Lot 6 Parcel 1)

14-20-403-005-0000 (affects the South 1/2 of Lot 6 and all of Lot 7 in Parcel 1)

Address: 3541-3549 N. Clark St., Chicago, IL

## PARCEL 2:

LOTS 26 AND 27 IN WEADE AND HYDE'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

LOTS 28, 29 AND THE EAST 23 FEET OF LOT 30 IN WEADE AND HYDE'S SUBDIVISION OF LOT 1 IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

~~THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 28, 29, AND THE EAST 23 FEET OF LOT 30, AND THAT PART LYING SOUTH OF THE SOUTH LINE OF LOT 27, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27; AND~~

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THE WEST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING EAST OF THE EAST LINE OF LOT 26, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 5.00 FEET OF LOTS 26 AND 27 LYING EAST OF THE EAST LINE OF LOT 8 EXTENDED NORTH, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-023-0000 (affects Lots 28, 29 and the East 23 feet of Lot 30 in Parcel 2)  
14-20-403-024-0000 (affects Lots 26 and 27 in Parcel 2)

Address: 1015-1025 W. Addison St., Chicago, IL

**PARCEL 3:**

LOT 31 AND WEST 3 FEET OF LOT 30 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOT 31; AND

THE NORTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 31 AND THE WEST 3 FEET OF LOT 30; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING NORTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING WEST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE CENTER LINE OF SAID EAST/WEST 28.5-FOOT WIDE VACATED ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-022-0000 (affects the West 3 feet of Lot 30 and all of Lot 31 in Parcel 3)

Address: 1027 W. Addison St., Chicago, IL

**PARCEL 4:**

LOTS 23, 24 AND 25 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE EAST LINE OF LOTS 23, 24 AND 25, IN COOK COUNTY, ILLINOIS.

14-20-403-025-0000 (affects Lots 23, 24 and 25 in Parcel 4)

Address: 3554 N. Sheffield Ave., Chicago, IL

**PARCEL 5:**

LOTS 20, 21 AND 22 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND



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THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING WEST OF THE WEST LINE OF LOTS 20, 21 AND 22, NORTH OF A LINE 5.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF LOT 26 EXTENDED EAST TO THE WEST LINE OF LOT 20 AND SOUTH OF THE SOUTH LINE OF WEST ADDISON STREET;

EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 20, DEDICATED FOR PUBLIC ALLEY, IN COOK COUNTY, ILLINOIS.

14-20-403-067-0000 (affects Lots 20, 21 and 22 in Parcel 5)

Vacant land located west of Sheffield Ave., Chicago, IL (3540 N. Sheffield Ave.)

PARCEL 6:

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

THE SOUTH HALF OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY LYING NORTH OF THE NORTH LINE OF LOT 8, WEST OF THE EAST LINE OF LOT 8 EXTENDED NORTH TO THE SOUTH LINE OF LOT 27 AND EAST OF THE WEST LINE OF LOT 31 EXTENDED SOUTH TO THE NORTH LINE OF LOT 8; AND

THE EAST HALF OF THE NORTH/SOUTH 15-FOOT WIDE VACATED ALLEY LYING SOUTH OF THE CENTER LINE OF THE EAST/WEST 28.5-FOOT WIDE VACATED ALLEY EXTENDED WEST TO THE CENTER LINE OF SAID 15-FOOT WIDE VACATED ALLEY, AND LYING NORTH OF THE NORTH LINE OF LOT 8, IN COOK COUNTY, ILLINOIS.

14-20-403-064-0000 (affects Lots 8 and 9 in Parcel 6)

14-20-403-065-0000 (affects part of Lots 8 and 9 and the remaining Lots in Parcel 6)

Address: 3535-3539 N. Clark St., Chicago, IL

PARCEL 7:

(A) LOT 13 AND THAT PART OF LOT 12 LYING SOUTH OF A LINE DRAWN 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12 IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

(B) LOTS 21, 22 AND 23 IN THE RESUBDIVISION OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; AND

A STRIP OF LAND FALLING BETWEEN (A) AND (B) LYING BETWEEN THE EASTERLY AND WESTERLY LINES OF (B) EXTENDED NORTHERLY, ALL IN COOK COUNTY, ILLINOIS.

14-20-403-007-0000 (affects Lots 12 and 13 in Parcel 7)

~~14-20-403-008-0000 (affects Lots 21, 22 and 23 in Parcel 7)~~

Address: 3515-3527 N. Clark St., Chicago, IL