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Doc#: 2403241135 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/01/2024 01:05 PM Pg: 1 of 6

This instrument prepared by
and after recording return to:
Annette Whitley
Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Dollar General Store No. 30513
Arlington Heights, IL

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into this 4th day of January, 2024, by and between **AmCap Northpoint II LLC, a Delaware limited liability company, 333 Ludlow Street, 8th Floor Tower, Stamford, CT 06902** (the "Landlord") and **DG Retail, LLC, a Tennessee limited liability company, 100 Mission Ridge, Goodlettsville, TN 37072** (the "Tenant").

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the parties hereto agree as follows:

1. Landlord has leased to Tenant under a Lease dated as of October 9, 2023 (the "Lease") certain premises together with easements, all privileges, rights, benefits, and rights-of-way now or hereafter appurtenant or belonging thereto (the "Premises") located in a shopping center known as "Northpoint Shopping Center" (the "Shopping Center"), which Shopping Center is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof. The Premises has an address of 456 East Rand Road in Cook County, Arlington Heights, Illinois, 60004. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. The term of the Lease shall be for a period of **ten (10)** years beginning on the Rent Commencement Date as that term is defined in the Lease.

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3. The original term of the Lease for the Premises may be extended for a total of **two (2) successive periods of five (5) Lease Years** each in accordance with the applicable provisions of the Lease.

4. The Lease contains certain prohibited uses applicable to the Premises and the remainder of the Shopping Center, as more particularly set forth in the Lease.

5. Landlord shall not construct any additional buildings or improvements within the No Build Area, as more particularly set forth in the Lease.

6. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the provisions of the Lease shall govern and control.

[signatures on following page]

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IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Lease to be executed by their proper officers or representatives as of the day and year first above written.

LANDLORD:

**AmCap Northpoint II LLC,
a Delaware limited liability company**

By: Matthew T. Allen
Name: ~~Jake Bisenius~~ Matthew T. Allen
Its: Authorized Signatory

Jessica Hansen
Unofficial Witness

Vincent M. Anderson
Unofficial Witness

TENANT:

**DG Retail, LLC,
a Tennessee limited liability company**

By: Rexford B. Martin, Jr.
Name: Rexford B. Martin, Jr.
Its: Vice President of Real Estate

Carrie Porter
Unofficial Witness

[Signature]
Unofficial Witness

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Note: if the document is executed in Ohio, and the parties choose not to use the Ohio statutory short form acknowledgment then the following statement must be added to the acknowledgment:

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

LANDLORD

STATE OF Connecticut)
) SS
COUNTY OF Fairfield)

On this the 4th day of January, 2024, before me, the undersigned, personally appeared Matthew T. Allen, who acknowledged himself/herself/themselves to be the Managing Dir., Asset of AmCap Norapoint II LLC, a limited liability company, and that he/she/they, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself/themselves as Managing Director, Asset.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission Expires: 1/31/2028

SUSAN ALDERMAN
Notary Public, State of Connecticut
My Commission Expires 01/31/2028

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Exhibit A to Memorandum of Lease

Legal Description of Shopping Center

DESCRIPTION OF REAL PROPERTY

LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; SOUTH 1 DEGREES, 50 MINUTES, 41 SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES, 57 MINUTES, 59 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 7.57 FEET, THENCE SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, SOUTH 48 DEGREES, 24 MINUTES, 05 SECONDS EAST A DISTANCE OF 387.47 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES, 05 SECONDS WEST, A DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 03-17-301-017, 03-17-301-019, 03-17-301-020, 03-17-301-021 and 03-17-301-022

Common Address: Rand Road, Arlington Heights Road and Palatine Road, Arlington Heights, Illinois