



# MEMORANDUM

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## COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

**TO:** Thomas Thomas, City Manager  
**SUBJECT:** Dollar General Lease Termination

**DATE:** October 2, 2013

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Continuing with Watchtower Plaza redevelopment, the lease termination agreement with DG Retail LLC (Dollar General) call for an additional payment of one dollar. The termination of the existing lease will be effective after the move to a new location. The new location is currently under development on 11<sup>th</sup> Street directly North of McDonalds. It is expected that the move will take place on or before February 1, 2014 depending on the schedule for construction of the new facility.

**Recommendation:**

The CED staff recommends Council approve the Lease Termination Agreement with DG Retail, LLC for \$1.00, allow minor attorney modifications and authorize the City Manager to execute the agreement.

**Submitted by:** Jeffery Eder, Community & Economic Development Director

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**Approved:** Thomas Thomas, City Manager

**TERMINATION OF LEASE  
AND MODIFICATIONS TO LEASE**

**Re: Dollar General Store #4112  
Rock Island, Illinois**

THIS TERMINATION OF LEASE (the "Termination") is entered into this \_\_\_ day of October 2013, made by and between The City of Rock Island Illinois, successor-in-interest (hereinafter called "Landlord"), and DG Retail, LLC (hereinafter called "Tenant").

**WITNESSETH:**

WHEREAS, by written Lease dated June 24, 1997 (the lease and any other amendments and/or modifications thereto hereinafter referred to as, the "Lease"), **copies of which are attached hereto as Exhibit A**, Landlord demised to Tenant the premises located at Watch Tower Shopping Center, 3830 11<sup>th</sup> Street, in the City of Rock Island, County of Rock Island, State of Illinois (the "Demised Premises"); and

WHEREAS, Landlord and Tenant desire to evidence their agreement to terminate the Lease.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, paid by each of Landlord and Tenant to the other, the receipt, adequacy and sufficiency of which are hereby acknowledged by Landlord and Tenant, the parties hereto agree as follows:

1. Termination of Lease. Effective as of the last day of the month following Tenant's relocation from the Demised Premises (the "Termination Date"), but no later than February 1, 2014, the Lease shall be fully and finally surrendered and terminated. Tenant shall vacate the Demised Premises as of the Termination Date, free and clear of all personal property of Tenant, and shall terminate utilities in Tenant's name on or prior to such date.

2.

Release of Liability. Tenant and Landlord, for themselves and their respective parent, subsidiary or related parent corporation, partnerships, affiliates, heirs, successors and assigns, do each hereby and release forever discharge each other and their present and former directors, officers, shareholders, managers, agents, owners, trustees, beneficiaries, attorneys and employees (the "Released Parties") from any and all obligations, damages, losses, costs, expenses and liabilities whether known or unknown contingent or direct, liquidated or unliquidated, and from any claims, demands, judgments, actions or suits of any kind (collectively "Claims") which each may have against one another arising out of or relating to the Original Lease and any Addendums thereto and for the use and occupancy of the demised premises, including, without limitation, any attorney's fees incurred in connection therewith. Both the Tenant and the Landlord acknowledge the possibility that the other party may have unknown claims against the other arising out of or related to the Original Lease or any Addendums thereto, and the use and occupancy of the demised premises, and that by signing this Agreement each party expressly waives such claims. The parties further acknowledge that the consideration for this mutual release takes into account the possibility of such further claims.

3. Mutual Representations. Each of Landlord and Tenant represent to the other that it has full right and authority to enter into this Termination and that it does not conflict with any other agreement to which such party is bound.

4. Miscellaneous. In the event of any conflict between the Lease and this Termination, this Termination shall control. There are no other agreements between Landlord and Tenant with respect to the matters covered by this Termination and all such prior discussions and agreements are superseded hereby. This Termination may be amended only by an instrument in writing signed by Landlord and Tenant. This Termination shall be governed by the laws of the state which govern the Lease (as so stated in the Lease).

5. All capitalized terms in this Termination shall have the meaning assigned to them in the Lease, unless expressly modified herein.

IN WITNESS WHEREOF, this Termination is executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (as to Landlord), and this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (as to Tenant).

Witnesses for Landlord:

LANDLORD: THE CITY OF ROCK ISLAND, ILLINOIS

\_\_\_\_\_  
Witness 1

BY: \_\_\_\_\_  
Thomas Thomas  
City Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name

Witnesses for Tenant:

TENANT: DG RETAIL, LLC

\_\_\_\_\_  
Witness 1

BY: \_\_\_\_\_  
Maurice A. Laliberte  
Vice President, Lease Administration

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Print Name

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Witness 2

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Print Name

**LANDLORD**

STATE OF ILLINOIS \_\_\_\_\_ )  
 ) SS  
COUNTY OF ROCK ISLAND \_\_\_\_\_ )

On this the \_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned officer, personally appeared Thomas Thomas, who acknowledged himself to be the City Manager of The City of Rock Island, Illinois, t he, as such officer(s), being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as City Manager.

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

\_\_\_\_\_

Expiration Date: \_\_\_\_\_

**TENANT**

STATE OF TENNESSEE )  
 ) SS  
COUNTY OF DAVIDSON )

On this the \_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned officer, personally appeared Maurice A. Laliberte, Vice President of Lease Administration of DG Retail, LLC and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of corporation by himself as \_\_\_\_\_ Vice President of Lease Administration.

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

\_\_\_\_\_

Expiration Date: \_\_\_\_\_