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2001-07-23 09:30:39

Cook County Recorder

59.50

MEMORANDUM OF LEASE

Dolton, Illinois



0010655403

This Memorandum of Lease is entered into and by DOLTON SIBLEY GREENWOOD, LLC, an Illinois limited liability company ("Lessor") and MORAN FOODS, INC., a Missouri corporation, d/b/a Save A Lot, Ltd. ("Lessee") as of the 3rd day of April, 2001 (the "Execution Date").

RECITALS:

- A. Lessor and Lessee have entered into a certain lease dated April 3, 2001 (the "Lease"), whereby Lessor has leased to Lessee certain real property, together with all improvements thereon, outlined in red on the site plan attached hereto as Exhibit B and made a part hereof (the "Premises"). The Premises are part of the shopping center on the property legally described on Exhibit A attached hereto and made a part hereof (the "Shopping Center").
- B. The parties wish to give notice of the existence of the Lease.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant to the Lease, Lessor has demised and leased to Lessee, and Lessee has hired and taken from Lessor, the Leased Premises.
2. The term of the Lease will commence on the earlier of (a) Lessee's opening of the Premises for business with the public, or (b) 120 days following the acceptance by Lessee of possession of the Leased Premises and shall end on the last day of the tenth (10<sup>th</sup>) lease year, as defined in the Lease. Lessee has the right and privilege to extend the Lease for three (3) successive extension terms or five (5) years each.
3. Pursuant to the Lease, Lessor has granted to Lessee, its employees and invitees, without charge: (a) the right to use in common with others entitled to similar use thereof, all of the Common Facilities; and (b) the exclusive right to use (i) that portion of the service areas designed for use with the Building, as defined in the Lease, including any loading and unloading facilities; and (ii) reasonable portions of the sidewalks and parking lot in front of the Leased Premises for storage of shopping carts and the display and sale of merchandise. The term "Common Facilities" is defined in the Lease to include the sidewalks, driveways, alleys, landscaping, parking areas, service areas, utilities to the point where they enter a building, Shopping Center signs and mall, if any, and other facilities of the Shopping Center designed for use by all occupants of the Shopping Center, including all easements, accesses or other rights benefiting the Shopping Center (even if not located on the Shopping Center).
4. Pursuant to the Lease, the Lessor agrees that no portion of the Shopping Center, except for the Leased Premises, shall be used or operated as follows:

SNO  
pbj  
SM  
MYE

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- 4.1 as a supermarket or other store, or department within a store, for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats, or delicatessen products; except that this Section 4.1 shall not prohibit (i) restaurants (including fast food restaurants, eat in restaurants, and take out restaurants), bakeries, coffee shops, or other businesses from selling prepared food for on or off premises consumption, (ii) a one price general merchandise store (such as a Dollar Tree or Dollar General) from selling the products described in this Section 4.1 in up to one thousand one hundred (1,100) square feet of its sales area, including allocable aisle space; (iii) Ames Department Store from selling the products described in this Section 4.1 during the term of its lease for the Ames Premises (as defined in the Lease), but only as long as Ames Department Store is operating a department store in the Ames Premises and such products are sold as part of the operation of such department store, or (iv) any tenant or occupant of the Shopping Center from selling the products described in this Section 4.1 in up to one hundred (100) square feet of its sales area, including allocable aisle space; or
- 4.2 as an adult book store, night club or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials, except nationally recognized video or book stores.

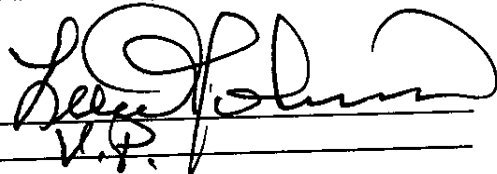
5. The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if such terms were written out at length. In the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern. For a complete statement of the rights, privileges and obligations created under and by the Lease, reference is hereby made to the Lease.

Lessee and Lessor have executed this Memorandum of Lease as of the Execution Date.

LESSEE:

MORAN FOODS, INC.

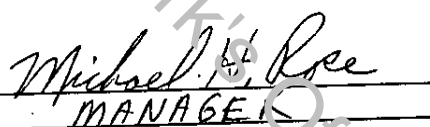
By: \_\_\_\_\_  
Its: \_\_\_\_\_



LESSOR:

DOLTON SIBLEY GREENWOOD, LLC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
MANAGER

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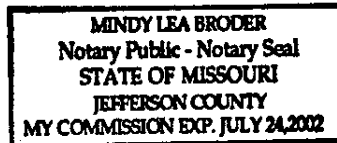
0010655403

STATE OF MISSOURI )  
                                  ) SS.  
                                  Louis )  
COUNTY OF ST. CHARLES )

On this 3rd day of April, 2001, before me, a Notary Public in and for said County, personally appeared Lee Johnson, to me personally known, who being by me duly sworn, did say that he/she is Vice President of Moran Foods, Inc., and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Mindy Lee Broder  
Notary Public

My Commission Expires: 7/24/02

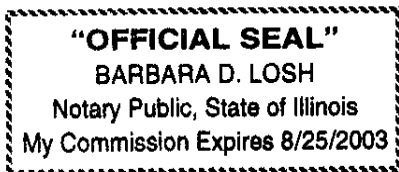


STATE OF Illinois )  
                                  ) SS.  
COUNTY OF Cook )

On this 30<sup>th</sup> day of March, 2001, before me, a Notary Public in and for said County, personally appeared MICHAEL H. ROSE to me personally known, who being by me duly sworn, did say that he/she is MANAGER of Dolton Sibley Greenwood, LLC., and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Barbara D. Losh  
Notary Public

Commission Expiration Date:



This Instrument was drafted by:  
SUPERVALU INC.  
11840 Valley View Road  
Eden Prairie, MN 55344-3691

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EXHIBIT A

Legal Description to Memorandum of Lease

Lot 1 in Ruby's Resubdivision in the Northwest ¼ of Section 11, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois recorded as Document Number 99916156.

Permanent Index Numbers

29-11-129-037

29-11-130-035

29-11-133-020

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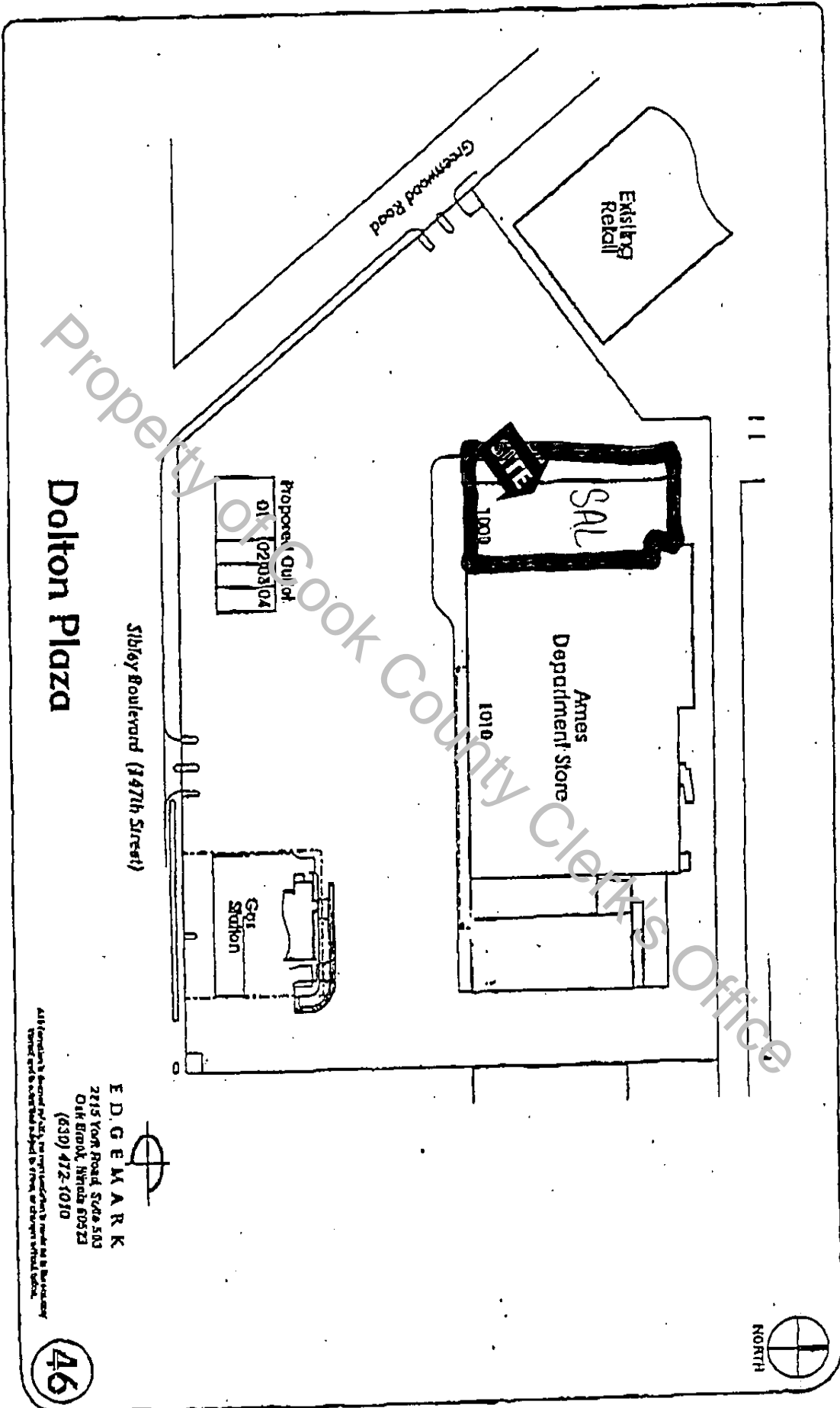
EXHIBIT B

Site Plan to Memorandum of Lease

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Dolton Plaza

Sibley Boulevard (137th Street)

Proposed Quil

01 0203104

Existing Retail

SAL

1000

Ames Department Store

1010

Gas Station

NORTH

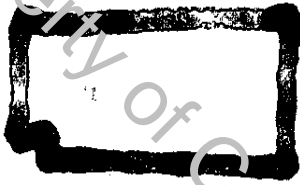
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All conditions, covenants and restrictions shall remain in full force and effect unless otherwise indicated by a recorded instrument.

E. D. GEMARK  
2815 York Road, Suite 503  
Oak Brook, Illinois 60521  
(630) 472-1010

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RETURN TO:  
First American Title Insurance Company  
1900 Midwest Plaza West  
801 Nicollet Mall  
Minneapolis, Mn 55402

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