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AFTER RECORDING RETURN TO:
Staples, Inc.
Attention: Real Estate Legal Department
500 Staples Drive
P.O. Box 9271
Framingham, MA 01701-9271

Doc#: 0603716040 Fee: \$44.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/06/2008 09:50 AM Pg: 1 of 11

RESTATED MEMORANDUM OF SUBLEASE

NOTICE is hereby given of the following described lease, as the same may be hereafter amended (the "Sublease"), for the purpose of recording the same and giving notice of the existence of said Sublease. All references to "Exhibits" in this Restated Memorandum of Sublease refer to Exhibits attached to the Sublease. The provisions hereof do not necessarily reflect amendments and modifications to the Sublease after the date hereof.

Landlord hereby leases to Tenant the Premises and certain rights to the Common Facilities for the Term, all in accordance with the following terms and conditions and those other terms and conditions contained in the Lease described below, which terms and conditions are hereby incorporated herein as if set forth in full.

PROPERTY ADDRESS: Sanders Court

Northbrook, IL 60062

LANDLORD:

DOMINICK'S FINER FOODS, LLC, a Delaware limited liability company
711 Jorie Blvd., MS-4000
Oak Brook, IL 60523-2246

TENANT:

STAPLES THE OFFICE SUPERSTORE EAST, INC., a Delaware corporation
500 Staples Drive
P.O. Box 9271
Framingham, MA 01701-9271
Ref: Northbrook, IL

DATE OF EXECUTION
OF SUBLEASE:

January 11, 2008

04-07-100-016
04-07-100-049
04-07-100-020

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PREMISES: Approximately 16,000 square feet of space which is designated as "PREMISES" on **Exhibit A** attached to the Sublease (the "Premises") together with rights in Common Facilities. A legal description of the property of which the Premises and Common Facilities are a part is attached hereto as **Schedule I**.

TERM: 10 Lease Years, commencing on the Commencement Date unless the Term shall be earlier terminated or extended as defined in the Sublease.

COMMENCEMENT DATE: As set forth in Section 3.1 of the Sublease.

OPTION(S) TO EXTEND: 3 options for 5 additional Lease Years each, followed by one additional option for 4 Lease Years and 11 calendar months.

RESTRICTIONS: *Section 2.3. Common Facilities.* To the extent of Landlord's rights under the Prime Lease, Landlord also grants to Tenant, its employees and invitees, in common only with other tenants and their business invitees, the non-exclusive right and easement to use all of the sidewalks, driveways, parking areas, alleys, service areas including loading and unloading facilities (other than the loading area, if any, which is designed for use with the Premises or other premises within the Center), Center signs (with Tenant's rights to same being governed under Section 6.7 hereof), landscaping, if any, septic systems, cesspools and other facilities of the Center designed for use by all occupants of the Center (the "Common Facilities"). Landlord grants to Tenant the exclusive right to use that portion of the service area, including loading areas, designed for use with the Premises and the right to use the sidewalks immediately in front of the Premises for the storage of shopping carts. Subject to the rights of tenants under leases existing as of the date hereof (if any), Landlord agrees to:

- (a) allow uninterrupted use of the Common Facilities, and unobstructed pedestrian and vehicular access to the Common Facilities from other areas of the Center and from Dundee Road and Sanders Road and from other public ways (including all means of ingress and egress shown on **Exhibit A**), at all times except during reasonable periods of

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time required to provide necessary maintenance or repairs or to prevent public dedication (which periods Landlord shall give advance notice of and use best efforts to minimize); provided, however, that, except in the event of emergency, Landlord shall not perform or allow other tenants in the Center to perform any non-routine repair, maintenance or other work in the Common Facilities from August 1 through September 15 or from November 20 through January 7 of any Lease Year;

(b) not (i) construct or allow any buildings, free-standing signs, kiosks, other structures or outdoor sales areas within the Center other than as shown on **Exhibit A**, (ii) increase the height of any buildings in the Center above the height of the Premises for in-line buildings or above 18 feet for outparcel or pad site buildings, (iii) except as expressly provided herein, construct or allow any signage or other improvement upon the exterior walls or roof serving the Premises, or (iv) modify the exterior of that portion of the Building directly serving the Premises from that shown on **Exhibit E**;

(c) not otherwise materially change the Common Facilities in any manner without the consent of Tenant;

(d) not reduce the number of parking spaces serving the Center below a ratio of 5.0 spaces per 1000 square feet of Center leaseable area, or reduce the number of spaces or change the arrangement of parking spaces in the Tenant's Protected Area designated on **Exhibit A**, or impose a parking fee;

(e) restrict all occupants of the Center and their employees from parking within Tenant's Protected Area, and prevent commuter parking in the parking area; and

(f) maintain a no solicitation policy within the Center. Tenant shall have the right, but not the obligation, to enforce such no solicitation policy against violators located anywhere within the Center.

It is understood that any rights granted to Tenant above by Landlord and/or any of the obligations or covenants set forth above of Landlord shall only be to the extent of Landlord's rights under the Prime Lease; Landlord hereby

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agreeing to use reasonable efforts and due diligence to enforce said rights, if any, under the Prime Lease.

PROHIBITED USES:

Section 5.2. Exclusive, Prohibited and Restricted Uses. Subject to Section 5.3 hereof, Landlord covenants that, other than the Premises:

Section 5.2.1. Exclusive Use. No part of the Prime Premises, nor any property within the Center owned or leased by Landlord or by an entity under common control with Landlord, shall be used for the sale, leasing or distribution of equipment (including computers and telecommunications equipment), furniture or supplies for business or office (including home office) use, or the provision of business or office services (including copying, printing, telecommunications, packing, shipping and business equipment repair services) (collectively, the "Exclusive Goods and Services"). Landlord shall not advertise any other providers of the Exclusive Goods and Services within the Center or on any Center-specific internet web site, nor shall Landlord provide the general public with direct internet access (via link or otherwise) to any such other providers of the Exclusive Goods and Services; and

Section 5.2.2. Prohibited Uses. No part of the Prime Premises, nor any property within the Center owned or leased by Landlord or by an entity under common control with Landlord, shall be used for any of the uses set forth in Section 19.2 of the Prime Lease, nor for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink, miniature golf or other sports or recreational facility; (ii) school, library, reading room, or house of worship; (iii) movie theatre, auditorium, meeting hall, hotel or motor inn, or any residential use or day-care facility; (iv) massage parlor, adult bookstore, adult entertainment facility, a so-called "head" shop, off-track betting, gambling, gaming or check cashing facility; (v) car wash, automobile repair work or automotive service or gas station, tire store, automobile body shop, automobile, motorcycle, boat, trailer or truck leasing or sales, or laundromat; (vi) tavern or bar (unless operated incidental to, in conjunction with, and under the same name as, a restaurant permitted hereunder), amusement park, carnival, banquet facility, dance hall,

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disco, nightclub, or other entertainment facility including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement center; (vii) any manufacturing, warehouse or office use (except incidental to a retail operation); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation), pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; (x) any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets, frozen food locker or sales facility, milk distribution center, medical, dental or hospital related center or offices, nursing home, old age center, or governmental facility (other than a post office), recruiting center or employment center; or (xi) any use which constitutes a public or private nuisance or produces objectionable noise or vibration; and

Section 5.2.3. Restricted Uses. No part of the Prime Premises, nor any property within the Center owned or leased by Landlord or by an entity under common control with Landlord, within 300 feet of the Premises shall be used for a restaurant or any other use which would place an undue burden on parking.

Section 5.3. Covenants in General. In the event of a breach of any of the covenants set forth in Section 5.2, Tenant shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding the foregoing, Section 5.2 shall not prohibit any tenant under a lease existing on the date of this Lease from using space occupied by it for any use permitted under such tenant's lease as of the date hereof, nor prohibit any future tenant or occupant from selling, leasing, distributing or providing the Exclusive Goods and Services incidental to such tenant's or occupant's primary business in no more than an aggregate of 5% of such tenant's or occupant's sales floor area.

LANDLORD'S TITLE:

Deed recorded with the _____, in Book _____, Page _____.

[Signature page to follow]

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EXECUTED as a sealed instrument on the date first set forth above.

LANDLORD:

TENANT:

DOMINICK'S FINER FOODS, LLC

**STAPLES THE OFFICE SUPERSTORE
EAST, INC.**

By: Dominick's Supermarkets, Inc., a
Delaware corporation, its Member

By: *Wendee Mitchell*

By: *Paul Van Camp*
Paul Van Camp

Its: Assistant Vice President

Its: Vice President – Property Management

By: *Ann C. Elliott*

Its: Assistant Secretary

WAM



Property of Cook County Clerk's Office

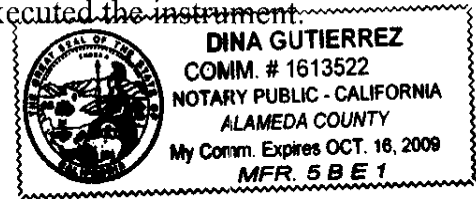
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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
 County of Alameda) ss.

On January 9, 2006 before me, Dina Gutierrez, Notary Public, personally appeared Wendall Mitchell and Ann C. Elliott personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Signature Wendall Mitchell (Seal)

Property of Cook County Clerk's Office

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ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2005, before me,, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he] [she] signed it voluntarily for its stated purpose,

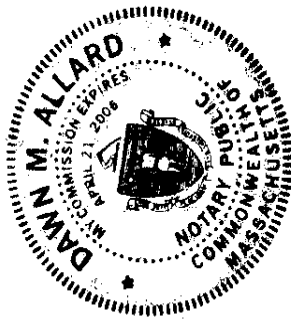
[as partner for _____, a corporation]
[as _____ for _____, a corporation]
[as attorney in fact for _____, the principal]
[as _____ for _____, [a] [the] _____].

[official signature and seal of notary]

My commission expires _____

STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

On this 11th day of Jan, 2005, before me, the undersigned notary public, personally appeared Paul Van Camp, proved to me through satisfactory evidence of identification, which was a valid Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice President – Property Management for Staples the Office Superstore East, Inc., a corporation.



Dawn M. Allard
[official signature and seal of notary]

My commission expires _____

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017-Pl 3

Out 018-Pl 4

File No: 02030896

Schedule I

PARCEL 1:

LOT 1 IN SANDERS COURT SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JANUARY 27, 1977 AS DOCUMENT NUMBER 23803066.

04-07-100-016

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID, WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 118.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 29.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 268.0 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE 69.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

04-07-100-019

PARCEL 3: INTENTIONALLY DELETED

017

PARCEL 4: INTENTIONALLY DELETED

018

PARCEL 5:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 1152.0 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 267.79 FEET TO A POINT 452.59 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE SOUTH 0 DEGREES, 20 MINUTES, 00 SECONDS WEST 679.30 FEET; THENCE NORTH 88 DEGREES, 20 MNUTES, 00 SECONDS EAST 177.0 FEET TO A LINE 674.14 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 7 AFORESAID (SAID 674.14 FEET BEING MEASURED ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID); THENCE NORTH 90 DEGREES EAST ALONG SAID PARALLEL LINE 715.51 FEET TO THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTH 7 DEGREES, 19 MINUTES, 12 SECONDS WEST ALONG SAID WESTERLY LINE

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CONTINUATION OF EXHIBIT "A"
File No: 02C30896

546.59 FEET TO A LINE 2 CHAINS SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE NORTH 90 DEGREES WEST ALONG SAID PARALLEL LINE 366.54 FEET TO A POINT IN THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE NORTH 0 DEGREES, 08 MINUTES, 40 SECONDS EAST ALONG SAID WEST LINE 82.0 FEET TO A POINT IN THE SOUTH LINE OF DUNDEE ROAD AS DESCRIBED IN CONDEMNATION CASE 69 L 18272; THENCE NORTH 90 DEGREES WEST ALONG SAID SOUTH LINE 184.77 FEET TO A LINE PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID AND DRAWN THROUGH THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 50.0 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART CONDEMNED FOR NORTHERN ILLINOIS TOLL HIGHWAY AS PER SUPERIOR COURT OF COOK COUNTY, ILLINOIS CASE #56 S 11399) ALSO (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, 2 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, 2.31 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE WESTERLY LINE OF SANDERS (FORMERLY KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY ALONG THE WESTERLY LINE OF SANDERS ROAD TO A POINT ON THE WESTERLY LINE OF SAID ROAD WHICH IS 2 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 7; THENCE WEST ALONG A LINE 2 CHAINS SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS).

PARCEL 6:*

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7, 2 CHAINS SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, 2.31 CHAINS; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE WESTERLY LINE OF SANDERS (FORMERLY KNOWN AS WAUKEGAN ROAD); THENCE NORTHERLY ALONG THE WESTERLY LINE OF SANDERS ROAD TO A POINT ON THE WESTERLY LINE OF SAID ROAD WHICH IS 2 CHAINS SOUTH OF THE NORTH LINE OF SAID SECTION 7; THENCE WEST ALONG A LINE 2 CHAINS SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 TO THE POINT OF BEGINNING (EXCEPT THAT PART DESCRIBED AS

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CONTINUATION OF EXHIBIT "A"
File No: 02030896

FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID, WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID, 150.00 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID, 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID, 118.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID 29.0 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH 8 RODS AFORESAID 268.0 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE NORTH ALONG SAID WEST LINE 69.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS) AND (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN SANDERS COURT SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 2 AFORESAID 40.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID 221.78 FEET TO A POINT IN THE WESTERLY LINE OF SANDERS ROAD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE 40.33 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Meaning and intending to determine the same premises shown on Exhibit A to the lease.