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This instrument was prepared by
and after recording return to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Attn: Mark G. Henning, Esq.



Doc#: 0824040217 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/27/2008 04:24 PM Pg: 1 of 11

For Recorder's Office

MEMORANDUM OF AMENDED AND RESTATED LEASE

THIS MEMORANDUM OF AMENDED AND RESTATED LEASE (this "Memorandum") is made and entered into as of the 21st day of August, 2008 by and between COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation (as "Landlord"), and METRAMARKET OF CHICAGO, L.L.C., an Illinois limited liability company (as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Ground Lease, dated August 20, 2002, pursuant to which Landlord agreed to lease certain real property described therein to Tenant (the "Original Lease");

WHEREAS, Landlord and Tenant have entered into that certain Amended and Restated Lease dated as of even date herewith, as may be amended or supplemented from time to time (the "Lease"), which amends and restates in its entirety the Original Lease, and pursuant to which Landlord has leased to Tenant and Tenant has leased from Landlord for a term of years that certain tract of land located in the City of Chicago, County of Cook, State of Illinois, which is legally described on Exhibit A attached hereto and made a part hereof, including all portions of the buildings and improvements located thereon, but excluding therefrom: (i) the Track Level Platform and the area lying above the underside of the Track Level Platform as existing on the date hereof, including the Track Level Concourse; (ii) the portion thereof commonly known as the Suburban Concourse, as shown on Exhibit B attached hereto and made a part hereof; (iii) the portions thereof reserved for commuter train ticket counter, utility and other commuter service areas, as shown on Exhibit B attached hereto and made a part hereof; and (iv) the Parking Area, as shown on Exhibit B attached hereto and made a part hereof, portions of which such Parking Area may change from time to time in accordance with the terms of the Lease (said premises being hereinafter referred to as the "Premises");

WHEREAS, as set forth in the Lease, Landlord has covenanted to Tenant that, at all times during the term of the Lease, Landlord shall keep and operate or cause to be kept and operated, the Parking Area as a public parking facility serving the customers and other invitees of the businesses located on the Premises, subject to the terms and conditions set forth in the Lease;

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WHEREAS, Landlord and Tenant wish to place of record the existence of the Lease together with certain of its terms;

WHEREAS, the parties acknowledge that the term of the Original Lease did not commence prior to the date hereof as all of the contingencies set forth in the Original Lease for commencement of the term were not satisfied;

NOW THEREFORE, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises under the terms and conditions set forth in the Lease, and Landlord and Tenant hereby agree as follows:

1. The term of the Lease shall commence on the date hereof and shall terminate on September 30, 2093 (the "Term"), unless sooner terminated as provided therein.

2. Simultaneously with the execution and delivery of the Lease, Landlord and Tenant will enter into the Agreement for Operation and Maintenance of Commuter and Public Parking Facility, pursuant to which Tenant will operate the Parking Area for Landlord for the benefit of Landlord's commuter operations, including employees of the Union Pacific Railroad Company, Landlord's commuter parkers and for the benefit of the general public, including, without limitation, customers and other invitees of those businesses located on the Premises. Notwithstanding the provisions of this paragraph, the development of the Project contemplates that Tenant will from time to time expand the Premises into that portion of the Parking Area designated as Parking Area B on Exhibit B, or into part or parts thereof, and, in accordance therewith, Landlord hereby grants Tenant options, exercisable by Tenant at any time and from time to time, not later than January 1, 2017, upon written notice given by Tenant to Landlord, to lease from Landlord with no adjustment to the amount of Rent otherwise payable under the Lease, such portion of the Parking Area (or part or parts thereof) for Tenant's expansion of the Premises and development of the Project in accordance with the Concept Plans, and upon the exercise of each option the Lease shall be deemed amended so as to include such portion of the Parking Area thereof identified in the exercise of said option, in the Premises, and thereafter, for the balance of the Term (as hereinafter defined), such portion of the Parking Area shall be subject to all of the same terms, covenants and agreements provided in the Lease as is the balance of the Premises. Irrespective of who the actual manager or operator of the Parking Area is, Landlord hereby covenants with Tenant that at all times during the term of the Lease, Landlord shall cause the Parking Area (excluding Parking Area B on Exhibit B) and all parking spaces therein (except for a maximum of fifty (50) spaces, which Landlord reserves unto itself for train crew parking if, and to the extent, Landlord is required to provide such train crew parking) to be kept and operated as a public parking facility at hourly rates available to serve among others, the customers and other invitees of those businesses located on the Premises. The parties intend that the aforesaid covenant of Landlord shall run with the land during the term of the Lease and be binding upon Landlord and its assigns.

3. This Memorandum, reflecting a grant of a leasehold interest from a division of an Illinois municipal corporation, is exempt from the provisions of the Illinois Real Estate Transfer Tax Act pursuant to Section 45(b) thereof (35 ILCS 200/31-45(b)).

4. All notices, demands, requests, consents, approvals, undertakings and other instruments required or permitted to be given in connection with this Lease shall be in writing and shall be deemed to have been properly given if sent by United States registered or certified mail, return receipt requested, addressed as follows:

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If to Landlord, at

Commuter Rail Division of the Regional
Transportation Authority
547 West Jackson Street
Chicago, Illinois 60661
Attn: Executive Director

With a copy to:

Commuter Rail Division of the Regional Transportation Authority
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel

If to Tenant, at:

MetraMarket of Chicago, L.L.C.
c/o U.S. Equities, Inc.
20 North Michigan Avenue
Chicago, Illinois 60602
Attn: Mr. Robert A. Wislow

With a copy to:

U.S. Equities, Inc.
20 North Michigan Avenue
Chicago, IL 60602
Attn: Ms. Katherine K. Scott

With a copy to:

U.S. Equities, Inc.
20 North Michigan Avenue
Chicago, IL 60602
Attn: Chief Financial Officer

With a copy to:

Shefsky & Froelich Ltd.
111 E. Wacker Drive
Chicago, IL 60601
Attn: Paul Kelley, Esq.

Notice given in the foregoing manner shall be deemed received on the day the return receipt is stamped as received. Landlord or Tenant shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of the Lease any other address in the United States upon giving ten (10) days' written notice thereof to the other party.

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5. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease.

6. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meaning ascribed to such words and terms as in the Lease.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute but one and the same instrument.

8. ALL TERMS AND CONDITIONS OF THE LEASE ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. THIS MEMORANDUM HAS BEEN ENTERED INTO FOR THE SOLE PURPOSE OF PLACING THE LEASE OF RECORD AND SHALL NOT BE DEEMED TO AMEND, MODIFY, SUPPLEMENT OR CHANGE THE TERMS OF THE LEASE IN ANY RESPECT WHATSOEVER. THE TERMS AND CONDITIONS CONTAINED IN THE LEASE SHALL, AT ALL TIMES AND IN ALL RESPECTS, GOVERN AND CONTROL.

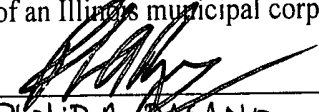
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the day and date first above written.

LANDLORD:

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**, a
division of an Illinois municipal corporation

By: 
Name: Philip A. PAGANO
Its: EXECUTIVE DIRECTOR

TENANT:

METRAMARKET OF CHICAGO, L.L.C., an Illinois
limited liability company

BY: U.S. EQUITIES, INC., an Illinois corporation,
its Manager

By: _____
Name: _____
Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the day and date first above written.

LANDLORD:

COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation

By: _____
Name: _____
Its: _____

TENANT:

METRAMARKET OF CHICAGO, L.L.C., an Illinois limited liability company

BY: U.S. EQUITIES, INC., an Illinois corporation, its Manager

By: _____
Name: Donald J. Johnson
Title: CFO

Property of Cook County Clerk's Office

[SIGNATURE PAGE TO MEMORANDUM OF GROUND LEASE]

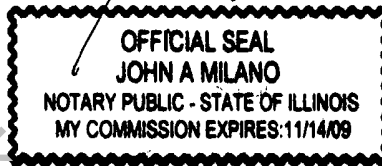
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STATE OF)
)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Philip A Pagano, the Executive Director of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation, is personally known to me to be the same who is subscribed to the foregoing instrument and as such EXECUTIVE Director appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein stated.

GIVEN under my hand and Notarial Seal as of this 29th day of July, 2008.

John A. Milano
Notary Public



My Commission Expires:

11/14/09

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Donald J. Johnson, the Chief Financial Officer of U.S. EQUITIES, INC., an Illinois corporation, the Manager of METRAMARKET OF CHICAGO, L.L.C., an Illinois limited liability company, is personally known to me to be the same who is subscribed to the foregoing instrument and as such Chief Financial Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein stated.

GIVEN under my hand and Notarial Seal as of this ____ day of July, 2008.

Notary Public

My Commission Expires:

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STATE OF)
)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ of COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, a division of an Illinois municipal corporation, is personally known to me to be the same who is subscribed to the foregoing instrument and as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein stated.

GIVEN under my hand and Notarial Seal as of this ____ day of July, 2008.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Donald J. Johnson, the Chief Financial Officer of U.S. EQUITIES, INC., an Illinois corporation, the Manager of METRAMARKET OF CHICAGO, L.L.C., an Illinois limited liability company, is personally known to me to be the same who is subscribed to the foregoing instrument and as such Chief Financial Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein stated.

GIVEN under my hand and Notarial Seal as of this 15th day of July, 2008.

Michele A. Fenlon

Notary Public

My Commission Expires:

09/24/11



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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

All that part of Block 28, and vacated alley within said Block 28, lying below an inclined plane whose Southern limit is the South line of said Block 28 at an elevation of +33.50 feet and whose Northern limit is the North line of said Block 28 at an elevation of +28.40 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum; also

All that part of Block 45, and the vacated alleys in said Block 45, lying Northerly of the North line of the Southerly 20.00 feet thereof, lying below a horizontal plane having an elevation of +34.00 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum;

Both in the Original Town of Chicago, being a Subdivision in the South part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian,

Excepting from the above described property the trestlework, foundations, columns, supports and appurtenances thereto supporting the railroad terminal located above the described horizontal and inclined planes, and also excepting therefrom the Track Level Platform, the Suburban Concourse, the Excepted Areas and the Parking Area (said Parking Area being located solely within Block 28 aforesaid), each as further defined and described in the Lease;

in Cook County, Illinois.

17-09-324-005-0000

17-09-324-007-0000

17-09-333-007-0000

17-09-333-008-0000

17-09-333-010-8001

17-09-333-010-8002

17-09-333-009-0000

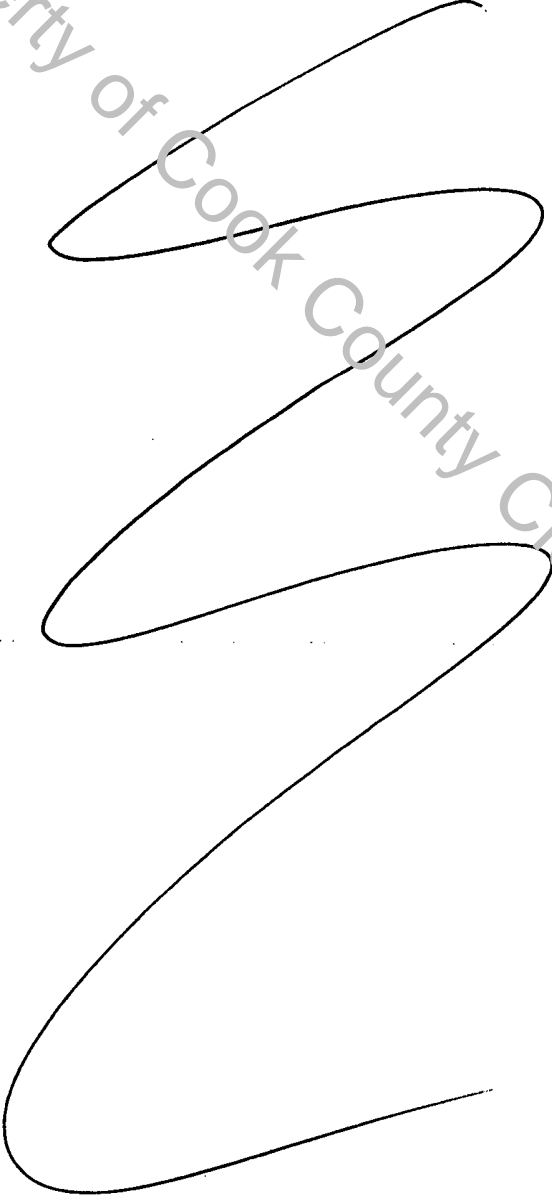
LOCATED AT 500 WEST WASHINGTON STREET IN CHICAGO, ILLINOIS 60661

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EXHIBIT B

DRAWING OF PREMISES

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