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Cook County Recorder of Deeds
Date: 10/08/2008 11:53 AM Pg: 1 of 10

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MEMORANDUM OF SUBLEASE

RUBLOFF DEVELOPMENT GROUP, INC.

AND

BURLINGTON COAT FACTORY OF ILLINOIS, L.L.C.

Prepared By:

Record and Return to:

Kenneth G. Ray, Esq.

Oxman Tulis Kirkpatrick Whyatt & Geiger LLP

120 Bloomingdale Road – Suite 100

White Plains, NY 10605

MTA 262499

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Record and Return to:
 Kenneth G. Ray, Esq.
 Oxman Tulis Kirkpatrick Whyatt & Geiger LLP
 120 Bloomingdale Road - Suite 100
 White Plains, NY 10605

Harwood Heights, IL

MEMORANDUM OF SUBLEASE

MTA 262499

THIS MEMORANDUM OF SUBLEASE ("Memorandum") made as of the 9th day of May, 2008, by and among RUBLOFF DEVELOPMENT GROUP, INC., an Illinois corporation having an office address at 4949 Harrison Avenue, Suite 200, Illinois 61108 ("Rubloff") and BURLINGTON COAT FACTORY OF ILLINOIS, LLC, a Illinois limited liability company, having an address at 1830 Route 130 North, Burlington, New Jersey 08016-3020, ("Burlington").

WITNESSETH:

A. LaSalle National Bank, as Trustee under Trust Agreement dated May 26, 1976, and known as Trust No. 50919 ("Landlord"), and LaSalle National Bank as Trustee under Trust No. 53900 ("Tenant"), entered into a lease, dated August 20, 1978 (the "Master Lease"), of certain real property, more particularly described in Exhibit A annexed hereto (the "Entire Property"), in the City of Harwood Heights, Illinois, upon which was constructed a building of approximately 94,282 square feet (the "Building").

B. Pursuant to that certain sublease and rider dated March 30, 1979, and amended by Amendment to Lease, dated September 19, 1980, further amended by Second Amendment to Lease, dated January 6, 1981, further amended by Third Amendment to Lease, dated November 2, 1981 (collectively, the "Kmart Sublease"), Tenant subleased the Entire Property to Kmart Corporation ("Kmart").

C. On January 22, 2002, Kmart and related and affiliated entities filed a voluntary petition for reorganization under Chapter 11 of title 11 of the United States Code, (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"). Pursuant to the Lease Assignment and Assumption Agreement between Kmart and Rubloff dated as of February 1, 2002, and by Order entered by the Bankruptcy Court dated March 22, 2002 approving said agreement, Kmart assigned, transferred, and set over unto ~~Sublandlord~~, its successors and assigns, and ~~Sublandlord~~ accepted, all of Kmart's right, title and interest in, to and under the Kmart Sublease. Rubloff
 Rubloff

D. Rubloff and Burlington entered into an agreement of sublease dated May 9, 2008 (the "Sublease") whereby Burlington sublet from Rubloff certain premises in the Building, containing approximately 80,000 square feet as shown on Exhibit A-1 hereto (the "Premises") with a street address of 4701

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North Harlem Avenue, Harwood Heights, Illinois 60706. The Entire Property is also referred to as the "Shopping Center" in the Sublease and in this Memorandum.

E. Both parties desire to record this Memorandum of Sublease in the public records of Cook County, Illinois.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Sublease has an initial term of approximately ten years expiring on the tenth (10th) anniversary of the last day of the calendar month of the Rent Commencement Date, as such term is defined in the Sublease, subject to extensions (at Burlington's option), as provided therein for five (5) successive additional periods of five (5) years each (each of which renewal periods is referred to herein as an "Extended Term"). If the term shall expire during the months of February through the following January 30, then to the extent that the term of the Kmart Sublease extends to or past the following January 31 without ~~Sublandlord~~ being required to exercise any extension option under the Kmart Sublease, then such term shall be extended to the following January 31, upon all of the same terms and conditions contained in the Sublease. Rubloff
2. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Sublease, the terms of which are incorporated herein by reference. This instrument is merely a Memorandum of the Sublease and is subject to all of the terms, provisions and conditions of the Sublease. In the event of any inconsistency between the terms of the Sublease and this instrument, the terms of the Sublease shall prevail. Rubloff's
3. During the Term, Rubloff covenants that as to the Shopping Center and the property adjoining the Shopping Center if Tenant's consent is required (and to the extent Rubloff can withhold such consent at the request of Burlington without being in default of any lease or agreement affording Rubloff such consent right to the property adjoining the Shopping Center): (a) no building or structure, pylon or rooftop sign shall be erected or maintained, except those currently existing, on any part of the Shopping Center and the portion of the adjoining property shown on **Exhibit A-1** without Burlington's prior written consent, except in the area designated "Future Building Area" or "Building Area", (b) no places of public assembly, movie theaters, bowling alleys, gymnasiums, fitness centers, and the like shall be erected or maintained in the Shopping Center within one hundred fifty (150) feet of the Premises without Burlington's prior written consent, (c) no restaurant or other premises for on or off premises food or beverage consumption may be erected or maintained in the Shopping Center within 150 feet of the Premises without Burlington's prior written consent, (e) no building, structure or other space having a ground floor area in excess of 20,000 square feet in the Shopping Center shall hereafter be leased to or used or occupied by any person or entity as a store for the retail sale of clothing at discount and no space in the Shopping Center shall be leased or used for the sale of infant clothing, furniture,

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furnishings, accessories and toys, without Burlington's prior written consent, (f) no building, structure or other space in the Shopping Center shall be leased to, or used, or occupied by, Loehmans or Marshalls or any entity affiliated with Loehmans or Marshalls or its parent, and except that Rubloff may lease store premises to A.J. Wright, (g) no building, store, or premises in the Shopping Center shall be leased, used or occupied as other than a "Retail Store", as such quoted term is defined herein. For purposes of this Sublease, "Retail Store" shall be defined as bona fide tenant of a character consistent with a retail shopping center, whose business consists principally of the sale of goods or services at retail, including home improvement stores, financial services, real estate brokerage, insurance agencies, banking and travel agencies, and up to 5,000 square feet of medical and/or dental offices, and specifically shall exclude the following (by way of illustration and not limitation): flea markets; fairs; convention halls; exhibitions; temporary tenants of any kind; bingo parlors; pool halls, billiard rooms and gambling establishments of any kind; hotels, motels, inns and lodging establishments of any kind; storage facilities of any kind; gasoline stations, TBA Pads and auto and other repair shops of any kind; office buildings and offices of any kind (except up to 5,000 square feet of medical and/or dental offices are allowed as provided above); purveyors of services of any kind such as, but not limited to, massage parlors, tanning preparation, travel agencies, rental agencies, nail salons, barber shops, beauty shops, hair salons, shoe shine or shoe repair stands or shops, film development shops, video rental, video or game rooms, etc.; auditoriums, convention halls and the like; ballrooms dance halls or studios; pubs, barrooms, clubs, package stores and purveyors of liquor of any kind, whether for on or off premises consumption; tanning parlors or salons, piercing pagodas, tattoo parlors, and purveyors of adult or pornographic goods and/or services of any kind; groceries, convenience stores, supermarkets, lunch counters, delicatessens, fast food shops, pizza parlors, diners, restaurants and purveyors of food of any kind whether or not for on premise consumption; kiosks and stands of any kind; cigarette stands, cigar stores, tobacco shops, "head shops" and similar establishments; and all establishments similar to any of the foregoing and all other establishments with purvey goods or services which are offensive, obnoxious, illegal or not consistent with a first class shopping center. Burlington agrees that the Premises shall in no event be used and occupied as other than a "Retail Store" as such term is defined in Section 9 of the Sublease; however, Burlington may operate up to 5,000 square feet of restaurant or coffee cafe type operation in the Premises.

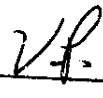
4. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sublease as of the day and year first above written.

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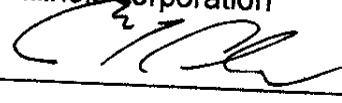
ATTEST:

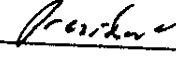
By: 

Its: 

SUBLANDLORD:

RUBLOFF DEVELOPMENT GROUP, INC., an Illinois corporation

By: 

Its: 


WITNESS:

By: 

SUBTENANT:

BURLINGTON COAT FACTORY OF ILLINOIS, LLC, an Illinois limited liability company

By: 

Its: 

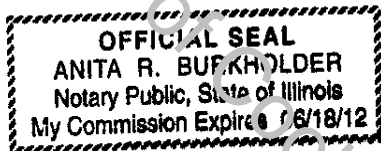
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STATE OF Illinois }
COUNTY OF Winnebago } SS:

I hereby certify that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MAM A. ROBINSON the President of RUBLOFF DEVELOPMENT GROUP, INC., an Illinois corporation, to me known to be the person who signed the foregoing instrument as such officer and acknowledged the execution thereof to be his/her free act and deed as such person in such capacity, and acknowledged the execution thereof to be his/her free act and deed as such officer for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 25th day of JUN, 2008.



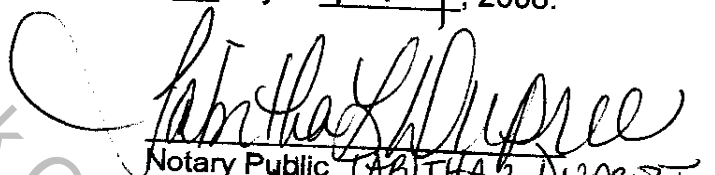
Anita R. Burkholder
Notary Public
State of Illinois
My Commission expires: 6/18/12

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STATE OF NEW JERSEY }
COUNTY OF BURLINGTON} SS:

I hereby certify that on this day before me, an officer duly authorized in the State and County named above to take acknowledgments, personally appeared Mark Vesce the President and CEO of BURLINGTON COAT FACTORY OF ILLINOIS, LLC, an Illinois limited liability company, to me known to be the person who signed the foregoing instrument as such officer and acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 9th day of May, 2008.


Notary Public FABIANNA DUPEEE
State of New Jersey
My Commission expires: 2/17/2015

Notary Public of Cook County Clerk's Office

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Exhibit "A"

ENTIRE PROPERTY LEGAL DESCRIPTION

That part of the aforesaid tract described on Exhibit X attached hereto as follows: commencing at the northeast corner of said tract; thence South along the East line of said tract 495.52 feet to the South line of said tract; thence West along the South Line of said tract 212.33 feet; thence South along the East line of said tract 230 feet to the South line of said tract; thence West along the South line of said tract 256.68 feet; thence North along a line parallel to the East line of said tract 175 feet; thence West along a line parallel to the South line of said tract 284.90 feet to the West line of said tract, thence North along the West line of said tract 30 feet; thence East along a line parallel to the South line of said tract, 240 feet; thence North along a line parallel to the West line of said tract, 520.85 feet to a point on the North line of said tract, said point being 240 feet East of the Northwest corner of said tract; thence East along the North line of said tract 508.12 feet to the point of beginning.

PIN: 13-18-100-117-0000 Vol: 137

PIN: 13-18-100-118-0000 Vol: 137

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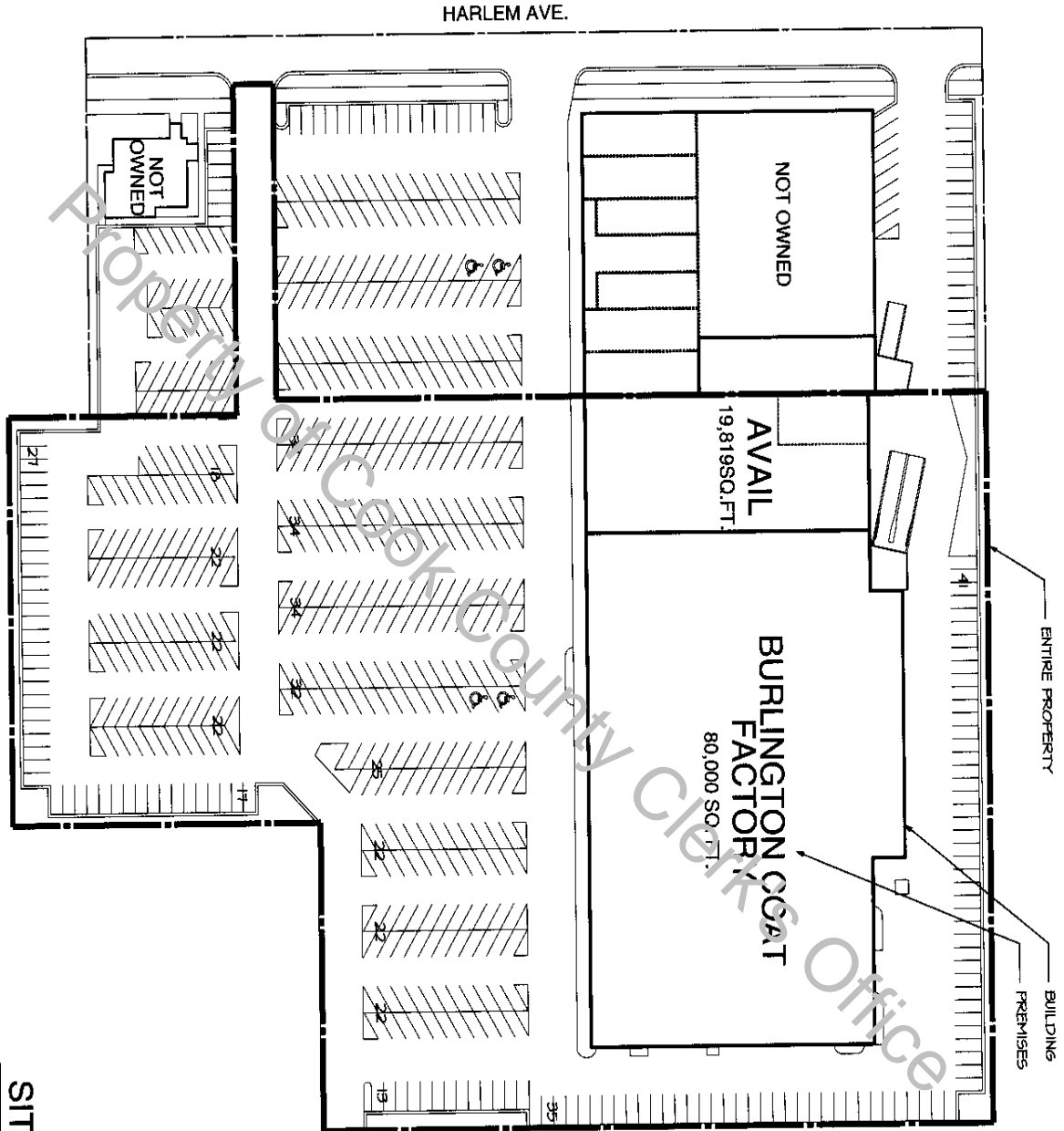
Exhibit "X"

To Exhibit "A"

The following parcels of land taken as one tract; lot 4 (except the north 826 feet thereof) and lot 5 in C. R. Ball's subdivision of the north 1/2 of the northwest 1/4 of section 18, township 40 north, range 13, east of the third principal meridian, (except school lot) and of the north 25.40 acres of the northeast 1/4 of section 13, township 40 north, range 12, east of the third principal meridian, also the north 230 feet of the west 281.68 feet of the east 1001.68 feet of the south 1/2 of the northwest 1/4 of section 18, township 40 north, range 13, east of the third principal meridian, also the north 170 feet (except the east 1001.68 feet) of the south 1/2 of the northwest 1/4 of section 18, township 40 north, range 13, east of the third principal meridian, in Cook County, Illinois.

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SITE PLAN
SCALE: 1" = 80'-0"



BURLINGTON COAT FACTORY HARWOOD HEIGHTS HARWOOD HEIGHTS, ILLINOIS	RUBLOFF ARCHITECTURAL GROUP, INC.		SHEET
	OFFICE (815) 387-3100	FAX (815) 398-5271	SITE
	SCALE: AS NOTED	DRN BY: RAGI	
DATE: 3-20-08	HARWOOD HEIGHTS VALUE CITY SITE PLAN		