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Doc#: 0835703041 Fee: \$48.25
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/22/2008 02:20 PM Pg: 1 of 6

After recording, please return to:
TSA Stores, Inc.
1050 West Hampden Avenue
Englewood, Colorado 80110
Attention: Real Estate Department

MEMORANDUM OF SHOPPING CENTER LEASE

Demise. Pursuant to a Shopping Center Lease having the date set forth below ("Lease"), between the "Landlord" and "Tenant" named below, Landlord has leased and does hereby lease to Tenant the "Premises" described below for "Term" described below and otherwise upon the terms and conditions set forth in the Lease. Capitalized terms used but not defined herein have the meanings set forth for such terms in the Lease.

Effective Date of Lease. Dec. 3, 2008.

Name and Address of Landlord. RANDHURST SHOPPING CENTER LLC, a Delaware limited liability company, having an office c/o Castle Southeast LLC, at 401 N. Cattlemen Road, Suite 401, Sarasota, Florida 34232, Attention: Brett Hutchens, President.

Name and Address of Tenant. TSA STORES, INC., a Delaware corporation, having an office at 1050 West Hampden Avenue, Englewood, Colorado 80110, Attention: Vice President—Real Estate.

Description of Premises. Approximately 41,930 (Dimensions 178' 6" frontage x between 214' and 223' depth) square feet of Floor Area and being a part of Randhurst Village ("Shopping Center") located in the City of Mt. Prospect, County of Cook, State of Illinois, and constructed on land described in Exhibit A attached hereto. The location of the Premises within the Shopping Center is depicted on the site plan attached hereto as Exhibit B.

Term of Lease. Commencing on the Commencement Date of the Lease and ending on the last day (i.e., January 31) of the 10th Lease Year.

Options to Extend. The Lease grants to Tenant successive options to extend the Term from the date upon which the Term would otherwise expire for four additional periods of five years each.

Development Restrictions.

(a) **Protected Accessways.** Landlord will not cause or permit any material change in the size, location or configuration of the curb cuts (points of access), driveways, drive aisles or service drives identified as the "Protected Accessways" on Exhibit B from those shown on Exhibit B.

(b) **No Build Area.** Landlord will not construct, or allow any other party to construct, any buildings or improvements in the "No Build Area" identified on Exhibit B, other than such buildings or improvements as may be shown in the No Build Area on Exhibit B.

(c) **Outlot Building Size and Height.** Landlord will not construct, or allow any other party to construct, any building on any of the outlots or pads identified as the "Restricted Outlots" on Exhibit B that exceeds 7,000 square feet of Floor Area in size or 28 feet in height.

Prohibited Uses. There exists in the Lease various restrictions upon other uses at the Shopping Center.

Exclusive. Limitation on Use. During the Term, no premises or space in, or portion of, the Shopping Center, or any property adjacent or contiguous to (or separated solely by a road or right-of-way from) the Shopping Center owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, other than the Premises, will be used for the retail sale and/or rental of sporting goods, sports apparel or athletic footwear, provided that such exclusive will not apply to (i) the incidental sale and/or rental of any of such merchandise, other than athletic footwear, by an occupant so long as the retail display space in such occupant's premises that is used for the display of such merchandise, other than athletic footwear (including shelf space and allocable aisle space) is of a size not greater than the lesser of 1,500 square feet of Floor Area or 10% of such occupant's total Floor Area; and (ii) the incidental sale and/or rental of athletic footwear by an occupant so long as the retail display space in such occupant's premises that is used for the display of athletic footwear (including shelf space and allocable aisle space) is of a size not greater than the lesser of 1,500 square feet of Floor Area or 10% of such occupant's total Floor Area. As used herein, "athletic footwear" means footwear associated with sports and sport purposes (including, without limitation, running, jogging and aerobic activity). Section 16.2(a) of the Lease will not apply to (A) any tenant whose lease was fully executed on the Effective Date hereof and is identified on Exhibit G of the Lease as an "Existing Lease Not Subject to Tenant's Exclusive;" provided, however, that this exception will not apply if

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(i) Landlord permits or agrees to an expansion of the premises or an extension of the term for any such permitted use which violates Tenant's exclusive if Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to withhold such permission or agreement, or (ii) Landlord permits or agrees to the change of a permitted use by any such tenant or its successors or assigns to a use which violates Tenant's exclusive if Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to withhold such permission or agreement, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease to an assignee or subtenant who may use the premises for a use which violates Tenant's exclusive if Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to withhold such permission or agreement, or (iv) Landlord has the right, by virtue of the provisions of the existing lease or otherwise, to cause such tenant to honor the exclusive granted to Tenant by giving such existing tenant notice of this exclusive or otherwise; (B) up to two athletic footwear operations not to exceed 2,000 square feet each of Floor Area, provided such athletic footwear operations are not located within 300 lineal feet of the main entrance to the Premises; (C) the operation of either a typical DSW store or a typical Designer Shoe Warehouse (but not both) not to exceed 40,000 square feet of Floor Area; and (D) Famous Footwear or other typical Brown Shoe concept and Payless Shoes. Notwithstanding anything herein to the contrary, and without limiting the generality of the foregoing, in no event may Landlord lease space to Shoe Carnival, Shoe Show, Rack Room Shoes or Off Broadway Shoes. Notwithstanding anything herein to the contrary, if, for a continuous period of 180 days, Tenant fails to operate as a full-line sporting goods store in substantially all of the Premises (other than for Permitted Closures, as hereinafter defined), Tenant will no longer have the exclusive right described in Section 16.2(a) of the Lease; provided, however, in the event Tenant recommences the operation of a full-line sporting goods store in the Premises, then, upon delivery to Landlord of notice of such recommencement, the exclusive granted to Tenant hereunder will again be effective and any lease executed during the interim period during which this exclusive was not effective and that does not contain a provision protecting such exclusive will be deemed to be an "Existing Lease Not Subject to Tenant's Exclusive." "Permitted Closures" are any temporary closures of the Premises due to Uncontrollable Events or due to repairs or restoration following damage by Casualty or a Taking or for not more than 120 consecutive days of remodeling.

Restricted Uses. No portion of the Shopping Center within the No Build Area, spaces A101, A103, the premises currently occupied by Bed Bath & Beyond, or space T107 (all as shown on Exhibit B) will be used for a restaurant, a health club or any other use which would place an undue burden on parking.

This instrument is intended to be only a Memorandum of Lease in respect to the Lease, to which Lease reference is made for the full agreement between the parties. This Memorandum is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

[signatures on following pages]

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EXECUTED as of the Effective Date of Lease set forth above.

TENANT:

TSA STORES, INC.,
a Delaware corporation

By: *Greg Waters*
Name: *Greg Waters*
Title: *COO/ EVP - Stores*

Date of execution by Tenant: *Nov. 26*, 2008

ACKNOWLEDGMENT

TENANT

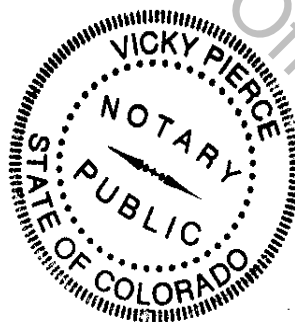
STATE OF *Colorado*
) ss.
COUNTY OF *Angeleno*

The foregoing instrument was acknowledged before me this *26* day of *Nov.*, 2008 by
Greg Waters as *COO/ EVP - Stores* of
TSA Stores, Inc., a Delaware corporation.

WITNESS my hand and official seal.

Vicky Pierce
Notary Public

My commission expires: *7/25/09*



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LANDLORD:

RANDHURST SHOPPING CENTER LLC,
a Delaware limited liability company

By: CLP/SPF RANDHURST TRUST, a Maryland real estate
investment trust, its sole member

MS

By: *DMC*
Name: Don M. Casto III
Title: Trustee

Date of execution by Landlord: ~~December 2~~ 3, 2008

ACKNOWLEDGMENT

LANDLORD

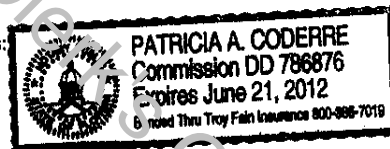
STATE OF Florida)
)
COUNTY OF Sarasota) ss.

The foregoing instrument was acknowledged before me on this 3rd day of December, 2008, by
Don M. Casto III, in his capacity as Trustee of CLP/SPF Randhurst Trust, a Maryland real estate investment trust,
sole member of Randhurst Shopping Center LLC, a Delaware limited liability company, on behalf of said company.

Personally Known OR Provided Identification
Type of Identification Provided _____

Patricia A. Coderre

Notary Public
Printed Name
My Commission Expires:
Commission No.



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Exhibit A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

PARCEL 1: LOTS 1 AND 2 (EXCEPTING FROM SAID LOT ONE THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS IN CASE NO. 87L51078 AND ALSO EXCEPTING FROM SAID LOT ONE THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PURSUANT TO THAT CERTAIN QUIT CLAIM DEED RECORDED SEPTEMBER 29, 1995 AS DOCUMENT NO. 95664230) IN RANDHURST CENTER RESUBDIVISION - NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY AS DOCUMENT NO. LR3637429.

PARCEL 3: NORTH 70 FEET OF THE WEST 70 FEET OF THE SOUTH 120 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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SITE PLAN

