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Doc#: 0905834058 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/27/2009 11:19 AM Pg: 1 of 5

This instrument was prepared by:

Arnold Weinberg
Much Shelist Denenberg Ament &
Rubenstein, P.C.
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606

WR File No. 2711784.0008

Recorder's Box

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of this 16th day of February, 2009, by and between Lakeshore East, LLC as landlord, and Roundy's Supermarkets, Inc., as tenant.

Pursuant to a Lease dated February 16, 2009, and incorporated herein by this reference, Landlord has leased to Tenant, commencing on the date set forth in Section 1(b) of said Lease ("Commencement Date") and ending on December 31st of the 20th full calendar year following the Commencement Date, the Leased Premises comprising a portion of the Shopping Center located at 333 East Benton Place, in the City of Chicago, County of Cook, State of Illinois, which Shopping Center is described as set forth in Exhibit A attached hereto and made a part hereof. Landlord has also granted to Tenant the option to extend the term of the Lease for four (4) consecutive terms of five (5) years each upon the expiration of the initial term thereof.

Pursuant to Section 4(a) of the Lease, Tenant may use the Leased Premises for a retail grocery supermarket (which may include, as an ancillary use thereof, a liquor store) having as its principal purpose the sale of food and related items, including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, tobacco products, bakery goods, delicatessen items, non-prescription pharmaceutical items, flowers and floral products, prepared foods, snack bar, and general merchandise now or hereafter offered for sale in competing retail grocery supermarkets (all of the foregoing is referred to herein as the "Core Use"), and/or for any other lawful purpose; provided, however, (i) in no event shall Tenant use the Leased Premises for any use that is in violation of those exclusive and use restrictions set forth on Exhibit L attached to the Lease and (ii) during the term of that certain lease with CVS Stores, Inc., as the same may be extended pursuant to the provisions contained therein (the "CVS Lease"), Tenant shall not have the right to operate a pharmacy in the Leased

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Premises. In addition Tenant shall not use the Leased Premises for any use prohibited in Section 31 of the Lease. Tenant also has the right to install or cause to be installed an automated teller machine in the Leased Premises.

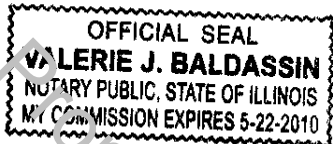
Pursuant to Section 30(a) of the Lease, Landlord has granted Tenant the exclusive right in the Shopping Center to operate a retail grocery supermarket and/or liquor store and Landlord has agreed that it will not lease any space in the Shopping Center for use, or permit any occupant to use any space in the Shopping Center, as a retail grocery supermarket, packaged liquor store or for the sale of any food products including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, bakery goods (except in prepared form by a restaurant or carry out food operation) or delicatessen items; provided, however, Landlord shall have the right to lease space in the Shopping Center to (i) a department store who may use an "incidental" portion of its leased premises for the sale of food products, (ii) to other tenants who sell food, alcoholic beverages and/or produce to be consumed primarily within their premises or as a carry-out operation, (iii) to other tenants who may use an "incidental" portion of its leased premises for the sale of ice cream, candy, nuts, popcorn, pretzels, so-called health and natural foods, donuts, cookies and sandwiches, (iv) a pet food store, (v) fast casual restaurants such as Panera Bread, Corner Bakery, Einsteins' Bagels, Potbelly's, Subway, Quizno's, Cousin's Subs, Jimmy Johns, Chipotle and Café Bacci, and (vi) a single serve ice cream store such as Baskin Robbins or Cold Stone Creamery (but not a bulk ice cream store such as Oberweiss Dairy), (vii) a GNC or similar type vitamin shop. In addition, if Tenant does not operate a floral department with a minimum square footage of three hundred fifty (350) square feet of retail floor area, Landlord shall have the right to lease space in the Shopping Center to a florist. For purposes of the foregoing restriction, the term "incidental" shall mean the lesser of (i) five percent (5%) of the ground floor area within a tenant's leased premises or (ii) 250 square feet.

[Signatures To Follow On Next Page]

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

Personally came before me this 17th day of February, 2009, the above-named David Carlin and _____ to me known to be the manager and _____, respectively, of Lakeshore East LLC and to me known to be the officers of said Corporation who executed the foregoing instrument and acknowledged the same as the deed of said Corporation.



Valerie Baldassin

Notary Public, State of Illinois
My Commission: 5-22-2010

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 18th day of February, 2009, the above-named Edward G. Kitz to me known to be the VP - Legal, Risk & Treasury of ROUNDY'S SUPERMARKETS, INC. and to me known to be the officer of said Corporation who executed the foregoing instrument and acknowledged the same as the deed of said Corporation.

Mary C. Mieritz
Mary C. Mieritz

Notary Public, State of Wisconsin
My Commission: 12/16/12

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EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

LOTS 16 AND 17, EXCEPT THAT PART OF LOT 17 LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 17 WHICH IS 138.33 FEET, AS MEASURED ALONG SAID WEST LINE, NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE EASTWARDLY ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF LOT 17, A DISTANCE OF 271.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 17; AND ALSO EXCEPT THAT PART OF SAID LOT 16 AND 17 LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 20.00 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART OF LOT 16 AND 17 BOUND AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 16, (SAID NORTH LINE BEING ALSO THE SOUTH LINE OF E. BENTON PLACE), A DISTANCE OF 170.17 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF SAID LOT 16, A DISTANCE OF 116.40 FEET TO THE SOUTH LINE OF SAID LOT 17; THENCE EAST ALONG THE SOUTH LINE OF LOT 17, A DISTANCE OF 170.17 FEET TO THE EAST LINE OF SAID LOT 17; THENCE NORTH ALONG SAID EAST LINE OF LOT 17 AND ALONG THE EAST LINE OF SAID LOT 16, (SAID EAST LINE BEING ALSO THE WEST LINE OF N. FIELD BOULEVARD), A DISTANCE OF 116.41 FEET TO THE POINT OF BEGINNING; ALL IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, IN COOK COUNTY, ILLINOIS.

Commonly known as: 333 E. Benton Place, Chicago, IL

Permanent Index No.: 17-10-318-052-0000 and 17-10-318-053-0000