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Cook County Recorder 67.00

MEMORANDUM OF LEASE

(Matteson, Illinois)

This Memorandum of Lease is entered into by SUPERVALU HOLDINGS, INC., a Missouri corporation ("Tenant") and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("Landlord") as of the 22nd day of December, 1999 (the "Execution Date").

RECITALS:

A. Landlord and Tenant have entered into a certain lease dated December 22, 1999 (the "Lease"), whereby Landlord has leased to Tenant certain real property, together with all improvements thereon, shown cross-hatched on the site plan attached hereto as Exhibit B (the "Site Plan") and made a part hereof (the "Premises"). The Premises are part of the shopping center which is located on the property legally described on Exhibit A attached hereto and made a part hereof (the "Shopping Center").

B. The parties wish to give notice of the existence of the Lease.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto agree as follows:

- 1 Pursuant to the Lease, Landlord has demised and leased to Tenant, and Tenant has hired and taken from Landlord, the Premises.
- 2 The term of the Lease commenced on the Execution Date. Subject to certain provisions of the Lease which provide for earlier termination, the initial term of the Lease will end 20 years following the "Rent Commencement Date". The Rent Commencement Date is the earlier of (a) Tenant's opening of the Premises for business with the public; or (b) the later of (i) eight (8) months after Landlord has delivered exclusive possession of the Premises to Tenant with Tenant's building pad prepared in accordance with the requirements of the Lease and ready for construction of Tenant's building and Landlord has entered into a contract for the Below Grade Building Work (as defined in the Lease), or (ii) the date on which all of Landlord's Work (as defined in the Lease) has been completed in accordance with the requirements of the Lease, and such completion has been certified to Tenant in writing by Landlord's architect. Notwithstanding the foregoing, if the date described in clause (b) of this Section would occur during the period commencing on November 2 and ending on December 31 of any year, then such date shall be extended to the following January 1. Tenant has the right and privilege to extend the Lease for 4 successive extension terms of five years each.
- 3 Pursuant to the Lease, Landlord has granted to Tenant, its employees, licensees, customers, invitees, subtenants and assigns, the right to use the Shopping Center Common Areas without charge in common with Landlord and other tenants and occupants of space within the Shopping Center and their respective employees, licensees, customers, invitees, subtenants and assigns. The term "Common Areas" is defined in the Lease to include all areas of the Shopping Center which are not

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contained within the lines of any building envelope on the Site Plan attached to the Lease, including without limitation all parking areas, utilities to the point where they enter a building, landscaped areas, sidewalks, driveways and alleys, and all easements, accesses, improvements, and rights serving or benefiting the Shopping Center, even if not located at the Shopping Center. Any part of the Shopping Center which is contained within the lines of any building envelope on the Site Plan attached to the Lease shall also be considered part of the Common Areas during any period of time when, and to the extent that, no buildings are located thereon.

- 4 The Lease contains the following restrictions on use at the Shopping Center:
- 4.1 The Premises may be used for any lawful retail purpose, subject to the restrictions hereinafter set forth, and certain other restrictions contained in the Lease. The Premises may be left vacant.
 - 4.2 No portion of the Shopping Center, including the Premises, shall be used or operated for any of the following:
 - 4.2.1 In violation of applicable laws.
 - 4.2.2 In a dangerous or hazardous manner.
 - 4.2.3 As a nuisance, or as an obnoxious use by reason of unsightliness or excess emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation.
 - 4.2.4 As an adult book store, night club or discotheque, massage parlor, or any other establishment which provides live adult entertainment or which sells, rents or exhibits pornographic or obscene materials.
 - 4.2.5 For any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (provided that any tenant that goes out of business shall be entitled to hold one going out of business sale not exceeding four weeks in duration).
 - 4.2.6 As an automobile, truck, trailer or recreational vehicle sales, leasing, display or repair facility; provided, however, that this Section 4.2.6 shall not prohibit a vehicle leasing office in any of the spaces labeled 1 through 15 on the Site Plan, provided that all vehicles used in such leasing operation are parked either outside of the Shopping Center or in a parking area located directly behind the retail store rooms at the Western end of the Shopping Center.
 - 4.2.7 As a bar or tavern (or any other establishment where beer, wine or liquor is served for on-premises consumption); provided, however, that this Section 4.2.7 shall not prohibit restaurants which are otherwise permitted by the Lease, and whose principal purpose is the sale of food and which have incidental sales of beer, wine and/or alcohol. Current examples of such restaurants as of the Execution Date would include Chili's, Applebee's, TGI Friday's and Bennigan's. Notwithstanding the

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foregoing examples, for purposes of this Section 4.2.7, sales of beer, wine and/or alcohol shall be deemed "incidental" only if such sales do not constitute more than 40% of the total gross retail sales, for any period of 12 consecutive months, of any such business.

- 4.2.8 As a second-hand store, flea market, pawn shop, government surplus store, Goodwill Store, salvage store, Salvation Army Store, surplus store or liquidation store.
- 4.3 No portion of the Shopping Center except for the Premises shall be used or operated:
- 4.3.1 As a supermarket or other store, or department within a store, for the sale of food, groceries, fruit, produce, dairy products, vegetables, bakery products, meats, or delicatessen products. If the Premises have not been used for any of the purposes described in this Section 4.3.1 at any time during a period of 365 consecutive days occurring after the Rent Commencement Date, excluding any periods during which Tenant is not conducting business due to casualty, repair, remodeling, or Force Majeure, then the restriction contained in this Section 4.3.1 shall cease to be effective.
- 4.3.2 As a restaurant, except in any of the spaces labeled 1 through 15 and 35 on the Site Plan.
- 4.3.3 As a sports, health, fitness, exercise or dance facility, any part of which is within 450 feet of any part of the Premises.
- 4.3.4 As a liquor store (or any other establishment where beer, wine or liquor is sold for off-premises consumption), except that this Section 4.3.4 shall not prohibit (i) the existing "Walker's Liquors" operating in the space labeled 33 on the Site Plan, or (ii) if the existing "Walker's Liquors" ceases operating, one other liquor store located in any of the spaces labeled 1 through 15 on the Site Plan.
- 4.3.5 As a drug store or pharmacy. If no part of the Premises has been used for drug store or pharmacy purposes at any time during a period of 365 consecutive days occurring after the Rent Commencement Date, excluding any periods during which Tenant is not conducting business due to casualty, repair, remodeling, or Force Majeure, then the restriction contained in this Section 4.3.5 shall cease to be effective.
- 4.3.6 As a theater or cinema; circus; carnival; bowling alley; doctor's or dentist's office, or medical or dental health facility, if the aggregate number of Rentable Feet (as defined in the Lease) occupied by all such facilities would exceed 10% of the total number of Rentable Feet in the Shopping Center; veterinary hospital; funeral parlor or mortuary; car wash; game room or arcade; billiard or pool hall (except that this prohibition shall not apply to a "family style" billiard or pool hall if no part thereof is within 500 feet of any part of the Premises); unemployment

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office; school or place of instruction attended by students; business office; post office; bingo parlor, casino, off track betting facility, or any betting establishment (except that the sale of state lottery tickets is not prohibited or restricted); or lawn and garden center.

- 4.3.7 For any non-retail use other than doctor's or dentist's offices, or medical or dental health facilities (which are subject to the limitation in Section 4.3.6); provided, however that up to 10% of the total number of Rentable Feet in the Shopping Center may be used for offices providing on-site services to consumers (other than doctor's or dentist's offices, or medical or dental health facilities, which are subject to the limitation in Section 4.3.6), such as law offices and insurance or travel agencies.
- 5 The terms and conditions of the Lease are incorporated by reference into this Memorandum of Lease as if such terms were written out at length. In the event of a conflict between this Memorandum of Lease and the Lease, the terms and conditions of the Lease shall govern. For a complete statement of the rights, privileges and obligations created under and by the Lease, reference is hereby made to the Lease.

Tenant and Landlord have executed this Memorandum of Lease as of the Execution Date.

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TENANT:
SUPERVALU HOLDINGS, INC.

LANDLORD:
MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: Stephen P. Kilguff
Its: Vice President

By: Cornerstone Real Estate Advisers,
Inc., its authorized agent

By: A. Fleming
Its: Vice Pres. Lamb
12/22/99

STATE OF (MINNESOTA)
) ss.
COUNTY OF (HENNEPIN)

This instrument was acknowledged before me on December 22,
1999, by Stephen P. Kilguff, as Vice President of SUPERVALU
HOLDINGS, INC., a Missouri corporation.

Susan P. Kramminga
Notary Public

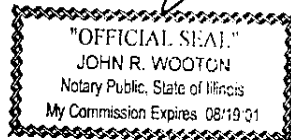
My Commission Expires: 1/3/00

STATE OF Illinois
) ss.
COUNTY OF Cook

This instrument was acknowledged before me on December 22,
1999, by Thomas Fleming, as
Vice President of Cornerstone Real Estate Advisers, Inc., the
authorized agent of MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a
Massachusetts corporation.

John R. Wooten
Notary Public

My Commission Expires:



This Instrument was drafted by:
SUPERVALU INC.
11840 Valley View Road
Eden Prairie, MN 55344-3691

UNOFFICIAL COPYEXHIBIT A**LEGAL DESCRIPTION:**

PARCEL "A" (EXCEPT THE SOUTH 70.0 FEET OF THE NORTH 80.0 FEET OF THE EAST 55.0 FEET OF THE WEST 129.40 FEET THEREOF) AND THE EAST 161.74 FEET OF PARCEL "B", ALL IN MATTESON HEIGHTS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1962 AS DOCUMENT NUMBER 18525670, AS CORRECTED BY CERTIFICATE OF CORRECTION DATED JULY 17, 1962 AND RECORDED JULY 23, 1962 AS DOCUMENT NUMBER 18540252,

(EXCEPTING THEREFROM THAT PART OF PARCEL "A" AND THE EAST 161.74 FEET OF PARCEL "B" DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL "B", SAID POINT BEING 161.74 FEET WEST OF THE NORTHEAST CORNER OF SAID PARCEL "B", THENCE SOUTH ALONG THE WEST LINE OF THE EAST 161.74 FEET OF SAID PARCEL "B", A DISTANCE OF 350 FEET TO A POINT; THENCE EAST ALONG A LINE 350 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF PARCELS "A" AND "B", A DISTANCE OF 208.90 FEET TO A POINT; THENCE NORTH ALONG A LINE 208.90 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 161.74 FEET OF PARCEL "B", TO A POINT OF INTERSECTION WITH THE NORTH LINE OF PARCEL "A"; THENCE WEST ALONG THE NORTH LINE OF PARCELS "A" AND "B" TO THE POINT OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THOSE PARTS THEREOF CONDEMNED IN CASE NO. 83L52241 AS PARCEL NOS. 9A AND 9B BEING DESCRIBED AS FOLLOWS:

EXCEPTION PARCEL 9A:

BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL "A" BEING 526.31 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, AND 50 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE OF PARCEL "A", A DISTANCE OF 80 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING; AND

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EXCEPTION PARCEL 9B:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" BEING 250 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22 AND 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG A LINE 250 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 10.0 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID PARCEL "A" (BEING THE WEST LINE OF CRAWFORD AVENUE) DISTANT 130.0 FEET NORTHERLY OF THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EAST LINE 130.0 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

3122 200 007
201 009
010

Crawford Ave + Route 30
Matteson, Ill

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EXHIBIT B

Property of Cook County Clerk's Office

U.S. ROUTE 30 LINCOLN HIGHWAY

- 1
- 2
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- 4
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- 10
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- 12
- 13
- 14
- 15

GARDEN SALES 16

FRANKS NURSERIES 17

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19

21

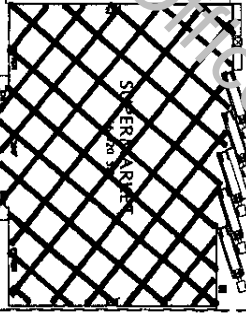
22

CHERNIN'S SHOES 23

24/25/26/27

BURLINGTON COAT FACTORY 28A-29A

T.J. MAXX 290

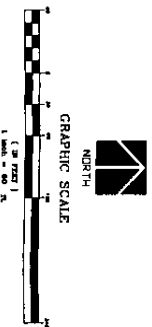


MCDONNALDS

SHELL OIL

CRAWFORD AVENUE

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PROJECT NAME SUPERMARKET LINCOLN HIGHWAY & CRAWFORD AVENUE MATTESON, IL.	DRAWN 01	PLANMARK ARCHITECTURE ENGINEERING 8533 FLYING CLOUD DRIVE SUITE 100 EICHEN PRARIE, MN 55344 MAIL ADDRESS: BOX 1243, MINNEAPOLIS, MN 55410 TELEPHONE: (612) 914-5800 - FAX: (612) 914-5850	REV. NUMBER 01	DESCRIPTION PRELIMINARY NOT FOR CONSTRUCTION	DATE 11/09/99
	SHEET TITLE CONCEPT SITE PLAN		CHECKED 01	DATE 11/09/99	ALL RIGHTS RESERVED © PLANMARK 1999
SHEET NUMBER CSP-5	PROJECT NUMBER 1333-02	ARCHITECT ORLAKES			

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Mail to
Schwartz Cooper
Tabitha Mitchel
180 N La Salle
Suite 2700
Chgo Ill 60601