



Doc#: 1000844066 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/08/2010 12:44 PM Pg: 1 of 8

Recording Requested By and
When Recorded Return To:

Michael J. Martin
Martin & Mathewson, P.C.
30 N. LaSalle, St., Suite 1726
Chicago, IL 60602

8231920 Jones Δ 1 2A-5

Property of Cook County Clerk's Office

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease is entered into as of the 6th day of January, 2010 ~~2009~~, between Hubbard's Cave L.L.C., an Illinois limited liability company ("Landlord") and Jewel Food Stores, Inc., an Ohio Corporation ("Tenant").

1. Premises. For sufficient consideration received, and the terms and conditions more particularly set forth in that certain long form ground lease between Landlord and Tenant of even date herewith ("Ground Lease"), Landlord leases to Tenant and Tenant leases from Landlord, the land at the southwest corner of Kinzie and Des Plaines in the City of Chicago, County of Cook, State of Illinois, which land is legally described on Exhibit "A" attached hereto and incorporated herein by reference, together with all easements, rights-of-way, privileges, benefits and appurtenances now or hereafter belonging thereto or commonly enjoyed therewith (the "Leased Premises").

2. Term. The "Primary Term" of the Ground Lease shall commence on the date hereof and shall expire on the twentieth (20th) anniversary of the commencement date of the Primary Term.

3. Option to Extend. Tenant, at its option, may extend the Primary Term of the Ground Lease for fifteen (15) consecutive periods of five (5) years each.

4. Option to Purchase. Landlord has granted to Tenant an option to purchase the Leased Premises, subject to the terms and conditions set forth in Section 21.5 of the Ground Lease.

5. Construction and Alteration of Building Improvements. Subject to Article 7 of the Ground Lease, Tenant may, at Tenant's expense, raze any improvements on the Leased Premises and construct on the Leased Premises any improvements, including, without limitation, a store building and parking area, and make such repairs, additions, alterations and improvements thereto as Tenant may deem desirable. Landlord shall not be obligated to maintain, replace

gub

UNOFFICIAL COPY

or rebuild any improvements thereon. Fee title to all improvements constructed on the Leased Premises by Tenant and all additions, alterations and improvements thereto made by Tenant, even though a part of the realty, shall be and remain in Tenant during the term of the Ground Lease. Upon the termination of this Ground Lease, fee title to all improvements then located on the Leased Premises shall pass to and vest in Landlord, free and clear of any encumbrances thereon arising by, through or under Tenant and without compensation of any kind. Tenant may sell any improvements, alterations or additions made by Tenant on the Leased Premises to a third party, subject, however, to the provisions of the Ground Lease.

6. Inquiries. Inquiries concerning the precise terms of the Ground Lease may be made to:

Landlord:
Hubbard's Cave, L.L.C.
c/o The Harlem-Irving Companies
4104 N. Harlem Ave.
Norridge, IL 60706-1244
Attn: General Counsel

Tenant:
Jewel Food Stores, Inc.
c/o Supervalu, Inc.
11840 Valley View Road
Eden Prairie, MN 55344-3691
Attn: Legal Department

7. Successors. The rights and obligations created in the Ground Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective restrictions, covenants and obligations pertaining to the Leased Premises shall run with the land.

8. Incorporation and Conflicts. All of the terms and conditions of the Ground Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Ground Lease, the Ground Lease shall prevail.

IN WITNESS WHEREOF, this Memorandum of Ground Lease is executed as of the date first above written.

LANDLORD:
Hubbard's Cave L.L.C.,
an Illinois limited liability company

TENANT:
Jewel Food Stores, Inc.,
an Ohio corporation


By: The Harlem-Irving Companies,
an Illinois corporation, its Manager

By: _____
Title: _____

By: [Signature]
Title: VICE PRESIDENT

CITY TAX

CITY OF CHICAGO



JAN. - 7. 10

REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

000001583

REAL ESTATE TRANSFER TAX
2992500
FP 103023

UNOFFICIAL COPY

or rebuild any improvements thereon. Fee title to all improvements constructed on the Leased Premises by Tenant and all additions, alterations and improvements thereto made by Tenant, even though a part of the realty, shall be and remain in Tenant during the term of the Ground Lease. Upon the termination of this Ground Lease, fee title to all improvements then located on the Leased Premises shall pass to and vest in Landlord, free and clear of any encumbrances thereon arising by, through or under Tenant and without compensation of any kind. Tenant may sell any improvements, alterations or additions made by Tenant on the Leased Premises to a third party, subject, however, to the provisions of the Ground Lease.

6. Inquiries. Inquiries concerning the precise terms of the Ground Lease may be made to:

Landlord:
Hubbard's Cave, L.L.C.
c/o The Harlem-Irving Companies
4104 N. Harlem Ave.
Norridge, IL 60706-1244
Attn: General Counsel

Tenant:
Jewel Food Stores, Inc.
c/o Supervalu, Inc.
11840 Valley View Road
Eden Prairie, MN 55344-3691
Attn: Legal Department

7. Successors. The rights and obligations created in the Ground Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of Landlord and Tenant and the respective restrictions, covenants and obligations pertaining to the Leased Premises shall run with the land.


8. Incorporation and Conflicts. All of the terms and conditions of the Ground Lease are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the Ground Lease, the Ground Lease shall prevail.

IN WITNESS WHEREOF, this Memorandum of Ground Lease is executed as of the date first above written.

LANDLORD:
Hubbard's Cave L.L.C.,
an Illinois limited liability company

By: The Harlem-Irving Companies,
an Illinois corporation, its Manager

TENANT:
Jewel Food Stores, Inc.,
an Ohio corporation

By: 
Title: LEGAL COUNSEL

By: _____
Title: _____

UNOFFICIAL COPY

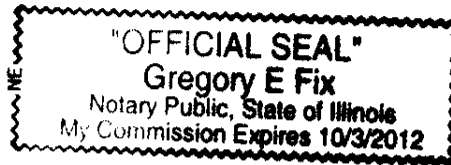
STATE OF Illinois)
) ss.
COUNTY OF COOK)

On the 30th day of December, 2009, before me, a Notary Public in and for such state, personally appeared Lawrence A. Gerlach personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President of The Harbor Engineering Company, Inc. or on behalf of The Harbor Companies Inc., and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

[Signature]
Residing at: Downer, IL
My Commission Expires:
10-3-2012



STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2009, before me, a Notary Public in and for such state, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ or on behalf of _____, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Residing at: _____
My Commission Expires: _____

UNOFFICIAL COPY

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2009, before me, a Notary Public in and for such state, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as _____ or on behalf of _____, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Residing at: _____
My Commission Expires: _____

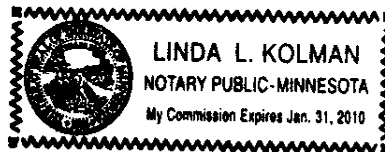
STATE OF MN)
) ss.
COUNTY OF HENNEPIN)

On the 25th day of November, 2009, before me, a Notary Public in and for such state, personally appeared John P. Breedlove personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as VICE PRESIDENT or on behalf of Jewel Food Stores, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

Linda L. Kolman
Residing at: Prior Lake, MN
My Commission Expires: 1-31-2010



UNOFFICIAL COPY

Exhibit A Legal Description of Leased Premises

PARCEL 1:

LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 12 TO 22, BOTH INCLUSIVE, IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE INTEREST ACCRUING TO SAID LOTS IN AND TO VACATED CARROLL AVENUE SOUTH AND ADJOINING SAID LOTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE PROPERTY AND SPACE LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES OF THAT PART OF VACATED WEST CARROLL STREET, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 THROUGH 11 IN BLOCK 62 AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 12 THROUGH 22 IN BLOCK 59 OF CANAL TRUSTEES SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21.5 FEET ABOVE THE HIGHEST RAIL, EXCEPTING THEREFROM THAT PART OF SAID PROPERTY AND SPACE LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 11 IN BLOCK 62 AFORESAID, LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 62, RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 11, A DISTANCE OF 8.04 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 317.51 FEET TO A POINT ON THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 62 WHICH IS 8.02 FEET NORTH TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION

UNOFFICIAL COPY

SAID DISTANCE OF 8.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SAID BLOCK 62 A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE PROPERTY AND SPACE IN THAT PART OF THE SOUTH HALF OF VACATED WEST CARROLL STREET (AS VACATED BY ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS, RECORDED OCTOBER 6, 1914 AS DOCUMENT NUMBER 5507201) LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 11 IN BLOCK 62 OF CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE 21 AND ONE-HALF FEET ABOVE THE HIGHEST RAIL AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 62, AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 11, A DISTANCE OF 8.04 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 317.51 FEET TO A POINT ON THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 62 WHICH IS 8.02 FEET NORTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION SAID DISTANCE OF 8.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SAID BLOCK 62 A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE PROPERTY AND SPACE IN THAT PART OF LOTS 1 THROUGH 11 IN BLOCK 62 IN CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21 AND ONE-HALF FEET ABOVE THE HIGHEST RAIL AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11, A

UNOFFICIAL COPY

DISTANCE OF 6.96 FEET; THENCE EAST ALONG A STRAIGHT LINE A DISTANCE OF 317.52 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 WHICH IS 6.98 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 6.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST LONG THE NORTH LINE OF SAID LOTS 1 TO 11, BOTH INCLUSIVE, A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

ALL OF THE EAST-WEST 21.80 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 12 TO 22, BOTH INCLUSIVE, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 22, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 11 TO THE NORTHWEST CORNER OF LOT 12, ALL IN BLOCK 59 IN CANAL TRUSTEES SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO ORDINANCE GRANTED AS DOCUMENT 0621518009, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 370 N. DES PLAINES, CHICAGO, ILLINOIS

PARCEL INDEX NUMBER: 17-09-301-002
 17-09-301-005
 17-09-301-006
 17-09-501-005
 17-09-501-007