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RECORDING REQUESTED BY

Ross Dress For Less, Inc.

AND WHEN RECORDED MAIL TO:

Bartko, Zankel, Tarrant & Miller
900 Front Street, Suite 300
San Francisco, CA 94111
Attn: Theani C. Louskos, Esq.

Doc#: 1034903005 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/15/2010 09:19 AM Pg: 1 of 6

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: 03-17-301-017-0000, 03-17-301-019-0000, 03-17-301-020-0000, 03-17-301-021-0000, 03-17-301-022-0000. ✓

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4 1. This Memorandum of Lease is effective upon recordation and is entered into by and
5 between AMCAP NORTHPOINT LLC, a Delaware limited liability company ("Landlord"), having
6 its principal place of business at c/o AmCap, Inc., 1281 East Main Street, Stamford, CT 06902, and
7 ROSS DRESS FOR LESS, INC., a Virginia corporation ("Tenant"), having its principal place of
8 business at 4440 Rosewood Drive, Building #4, Mail Stop PL4 4E 2, Pleasanton, CA 94588-3050,
9 who agree as follows:

10 2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from
11 Landlord a portion of the real property located in the City of Arlington Heights, County of Cook,
12 State of Illinois, described in Exhibit A hereto, for a term of approximately ten (10) years which
13 term is subject to extension by Tenant for four (4) additional periods of five (5) years each. The
14 Exhibit A lands are sometimes herein referred to as the "Shopping Center."

15 3. Landlord has granted Tenant and its authorized representatives and invitees the
16 nonexclusive right to use the Shopping Center common area with others who are entitled to use
17 those areas subject to Landlord's rights as set forth in the Lease.

18 4. The provisions of the Lease are incorporated into this Memorandum of Lease by
19 reference. The Lease contains the following provision(s):

20 "3.2.1. Retail Use. Tenant has entered into this Lease in reliance upon
21 representations by Landlord that the Shopping Center is and shall remain retail in
22 character, and, further, no part of the first floor of the Shopping Center shall be used
23 for office (except for the existing "Office Area" designated on Exhibit B, and retail
24 service office uses including, but not limited to, investment, banking and other
25 financial services, dentists, physicians and/or chiropractors, provided such retail
26 service office uses are not located adjacent to the Store) or residential purposes or as
27 a theater, auditorium, meeting hall, school, church or other place of public assembly,
28 "flea market," gymnasium, veterinary services or pet vaccination clinic or overnight

S yes
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M No
SC yes
E yes
INT Jr

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1 stay pet facilities (except as an incidental use in conjunction with the operation of a
2 national or regional pet store retailer, provided such pet store retailer is not located
3 within fifty (50) feet of the front and side perimeter walls of the Store), health club,
4 dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley,
5 skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles,
6 night club, the sale of adult products or adult bookstores or adult audio/video
7 products stores (which are defined as stores in which at least ten percent (10%) of
8 the inventory is not available for sale or rental to children under the age of majority
9 in the state in which the Store is located because such inventory explicitly deals with
10 or depicts human sexuality). Landlord shall not lease space nor allow space to be
11 occupied in the first floor of the Shopping Center by any occupant other than
12 Tenant, whose use of the space shall be (a) for a store primarily selling merchandise
13 at one price or set prices such as 99 Cents store, as they are operated as of the
14 Effective Date, or (b) for a discount department store under twenty thousand
15 (20,000) square feet of Leasable Floor Area, such as, Family Dollar store, as they are
16 operated as of the Effective Date, and other such types of operations. Further, no
17 restaurant (except for existing restaurants whether vacant or occupied) or other
18 "High Intensity Parking User" (as hereinafter defined) shall be permitted in the first
19 floor of the Shopping Center within one hundred (100) feet of the front and side
20 perimeter walls of the Store. A "High Intensity Parking User" is a tenant or
21 occupant whose use requires more than five (5) parking spaces per one thousand
22 (1,000) square feet of Leasable Floor Area in accordance with either customary
23 shopping center practices or governmental regulations, whichever has a higher
24 parking requirement. The foregoing use restrictions are referred to herein as the
25 Ross Prohibited Uses."

26 "15.3 Protection. Without the prior written consent of Tenant, which
27 consent may be withheld in the absolute and sole discretion of Tenant, no tenant or
28 occupant of the first floor of the Shopping Center (other than Tenant and any tenant
29 occupying seven thousand five hundred (7,500) or less square feet of Leasable Floor
30 Area) may use, and Landlord, if it has the capacity to do so, shall not permit any
31 other tenant or occupant of the Shopping Center to use its premises for the Off
32 Price Sale (as hereinafter defined) of merchandise. For purposes of this Section 15.3,
33 "Off Price Sale" shall mean the retail sale of merchandise on an every day basis at
34 prices reduced from those charged by full price retailers, such as full price
35 department stores; provided, however, this definition shall not prohibit sales events
36 by a retailer at a price discounted from that retailer's every day price. (As of the
37 Effective Date, examples of Off Price Sale retailers include such retailers as
38 T.J. Maxx, Marshalls, A.J. Wright, Fallas Paredes, Nordstrom Rack, Goody's,
39 Factory 2U, Burlington Coat, Steinmart, Filene's Basement, Gordmans and Beall's
40 Outlet.)"

41 5. The terms, conditions, restrictions and covenants in the Lease, including the
42 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store,
43 or any other portion of the Shopping Center, whether affirmative or negative in nature shall run
44 with the real property comprising the Shopping Center and shall inure to the benefit of and be

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1 binding upon the parties hereto and the heirs, executors, administrators, successors, assigns and
2 other successors in interest to the parties hereto.

3 6. This Memorandum of Lease is prepared for the purpose of constructive notice and
4 in no way modifies the provisions of the Lease.

5 Contents of Memorandum of Lease:

Paragraphs 1-6
Exhibit A - Legal Description of the Shopping Center

Exhibit B - Site Plan

6
7
8
9

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on this 19 day of November, 2010.

LANDLORD:
AMCAP NORTHPOINT LLC,
a Delaware limited liability company

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: *Ryan Eng*
Its: *Secretary*

By: *James Fassio*
Its: President and Chief Development Officer

By: _____
Its: _____

By: *Gregg McGillis*
Its: Senior Vice President, Property Development

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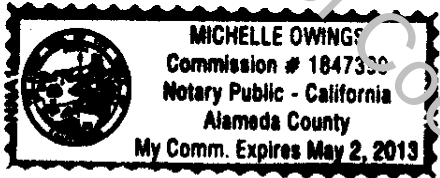
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State of California)
)
County of Alameda)

On November 19, 2010 before me, Michelle Owings,
a Notary Public, personally appeared James Fassio and Gregg McGillis, who proved to me on the
basis of satisfactory evidence to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in their authorized capacities, and
that by their signatures on the instrument the persons, or the entity upon behalf of which the
persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Michelle Owings
Notary Public

State of Connecticut)
)
County of Fairfield)

On Nov. 29, 2010 before me, Linda R. Cole, a Notary Public,
personally appeared Ricki Singer, personally known to me or who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda R. Cole
Notary Public

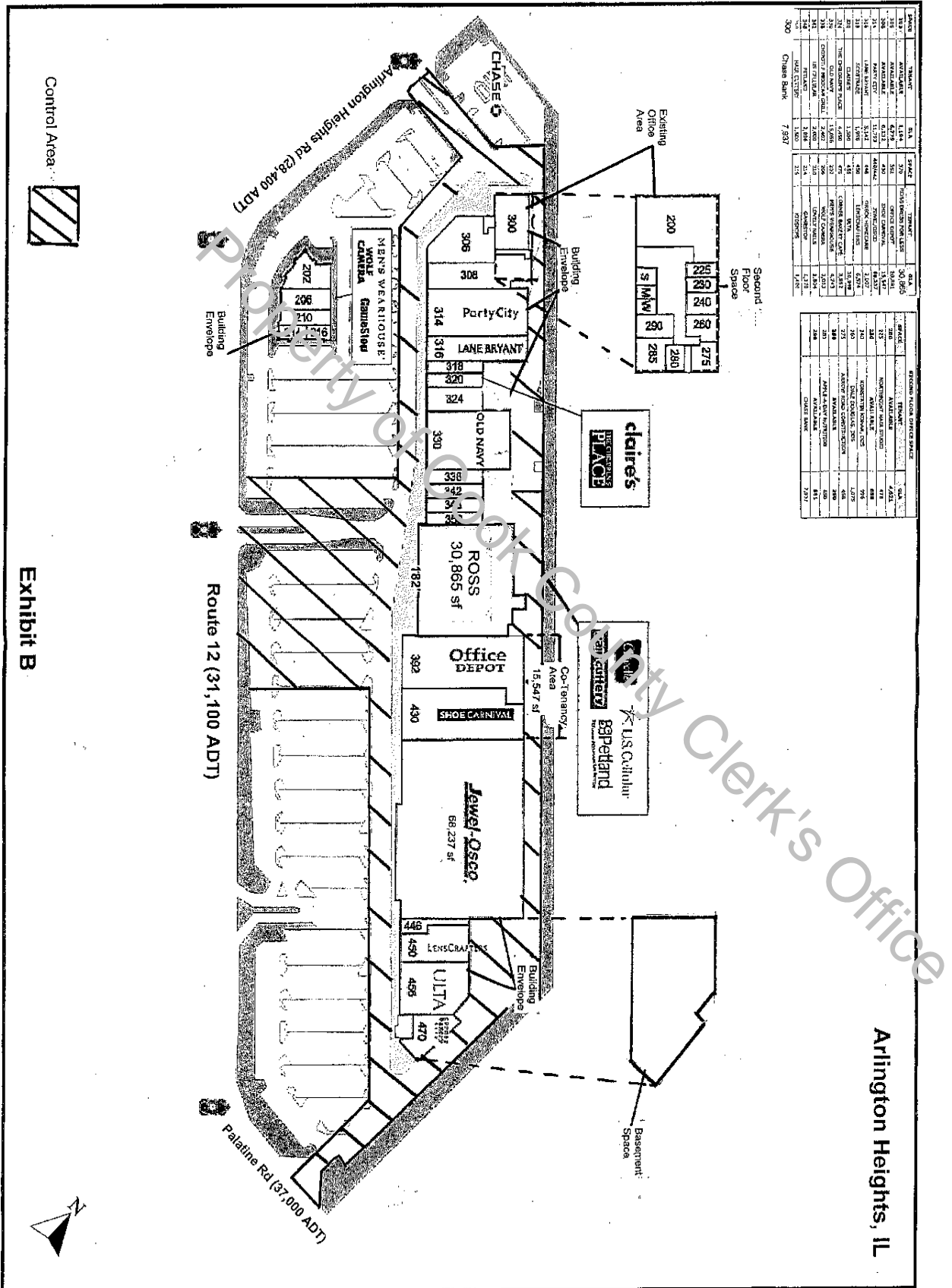
LINDA R. COLE
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2014

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF THE SHOPPING CENTER**

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2
3 **LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE**
4 **EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH,**
5 **RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,**
6 **ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:**

7
8 **COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1 THENCE**
9 **SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE**
10 **EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; SOUTH 1 DEGREES, 50**
11 **MINUTES, 41 SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00**
12 **DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 470.00 FEET;**
13 **THENCE SOUTH 13 DEGREES, 57 MINUTES, 59 SECONDS EAST, A DISTANCE OF**
14 **40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A**
15 **DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33**
16 **DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 7.57 FEET, THENCE**
17 **SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF**
18 **AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, SOUTH 48**
19 **DEGREES, 24 MINUTES, 05 SECONDS EAST A DISTANCE OF 387.47 FEET;**
20 **THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF**
21 **48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES, 05 SECONDS WEST, A**
22 **DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK**
23 **COUNTY, ILLINOIS.**

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Arlington Heights, IL

[Handwritten Signature]

Exhibit B