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Doc#: 1034903020 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/15/2010 10:36 AM Pg: 1 of 7

## TYPE OF DOCUMENT:

Memorandum Of Lease

## PREPARER INFORMATION:

Moran Foods, Inc. ✓  
Attn: Legal Department  
100 Corporate Office Drive  
Earth City MO 63045  
314/592-9508

## RETURN DOCUMENT TO:

First American Title Insurance Company  
801 Nicollet Mall, Ste 1900  
Minneapolis MN 55402  
NCS-177243-148-Mpls  
612/305-2000

PIN 20.35.231-030-0000 ✓

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S yes  
P 07  
S /  
M no  
SC yes  
E yes  
INT ✓

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## MEMORANDUM OF LEASE

(Chicago, Illinois)

This Memorandum of Lease is entered into and by T & D PROPERTY GROUP, LLC, an Illinois limited liability company, ("Lessor") and MORAN FOODS, INC., a Missouri corporation, d/b/a Save A Lot, Ltd. ("Lessee") as of the 30<sup>th</sup> day of September, 2010 (the "Execution Date").

### RECITALS:

- A. Lessor and Lessee have entered into a certain lease dated September 30, 2010 (the "Lease"), whereby Lessor has leased to Lessee certain real property outlined in a blue dashed line on the site plan attached hereto as Exhibit A and made a part hereof (the "Leased Premises"), together with all improvements thereon, including the "Building" outlined in the solid red line. The Leased Premises are legally described on Exhibit AA attached hereto and made a part hereof.
- 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, Lessor has demised and leased to Lessee, and Lessee has hired and taken from Lessor, the Leased Premises.
2. The term of the Lease will commence on the earlier of (a) Lessee's opening of the Premises for business to the public, or (b) one hundred twenty (120) days following the acceptance by Lessee of possession of the Leased Premises and shall end on the last day of the fifth (5<sup>th</sup>) lease year, as defined in the Lease. Lessee has the right and privilege to extend the Lease for three (3) successive Extension Terms of five (5) years each.
3. Lessor agrees that it shall not permit any other tenant of any property owned by Lessor (or any entity affiliated with Lessor) within a one-fourth (1/4) of one (1) mile radius of the Leased Premises to use or operate such other property 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. The foregoing restriction shall not apply to (i) restaurants selling prepared food items for on-premises or off-premises consumption; and (ii) any existing tenant of any property owned by Lessor (or any entity affiliated with Lessor) within the aforementioned radius selling food items as incidental to such tenant's primary use. For purposes hereof, the term "incidental" shall mean that (A) not more than 150 linear feet of total shelving area (including coolers and freezers) shall be used for the sale or display of food items and (B) not more than two (2) four foot coolers and one (1) four foot freezer for the sale or display of food items. Linear feet shall be calculated by measuring only the length of a fixture along the floor and not the length of each shelf of the fixture (i.e. a four (4) foot long fixture with five (5) shelves shall be calculated as four (4) linear feet).

NCS-462339-MPLS(UF)

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First American Title Insurance Co, NCB  
1900 Midwest Plaza  
801 Nicollet Mall  
Minneapolis, MN 55402

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4. 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.

***[Signature Page Follows]***

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Lessee and Lessor have executed this Memorandum of Lease as of the Execution Date.

**LESSOR**

T & D PROPERTY GROUP, LLC  
an Illinois limited liability company

By: Crown Commercial Real Estate and  
Development, Inc.

Title: Manager

By: *Musa P. Tadros*

Name: Musa P. Tadros

Title: President

Witness: *James T. Tadros*

Witness: *[Signature]*

**LESSEE**

MORAN FOODS, INC.,  
a Missouri corporation

By: *[Signature]*

Name: G. F. Meyer

Title: Vice President

Witness: *Krist C Brown*

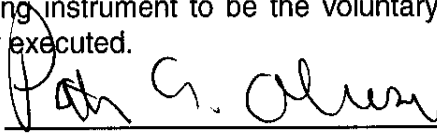
Witness: *Kimberly Purnell*

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 30<sup>th</sup> day of September, 2010, before me, a Notary Public in and for said County, personally appeared Musa P. Tadros, to me personally known, who being by me duly sworn, did say that he is President of Crown Commercial Real Estate and Development, Inc., the Manager of T & D PROPERTY GROUP, LLC, an Illinois limited liability company, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

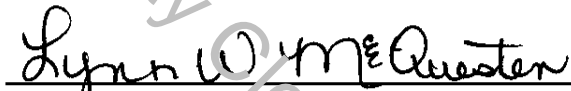
  
\_\_\_\_\_  
Notary Public

My Commission Expires:

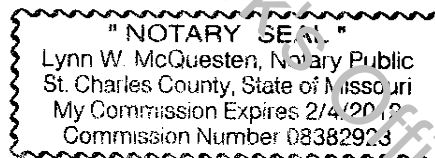


STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 28<sup>th</sup> day of September, 2010, before me, a Notary Public in and for said County, personally appeared G. F. Meyer, to me personally known, who being by me duly sworn, did say that he is Vice President of Moran Foods, Inc., a Missouri corporation, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



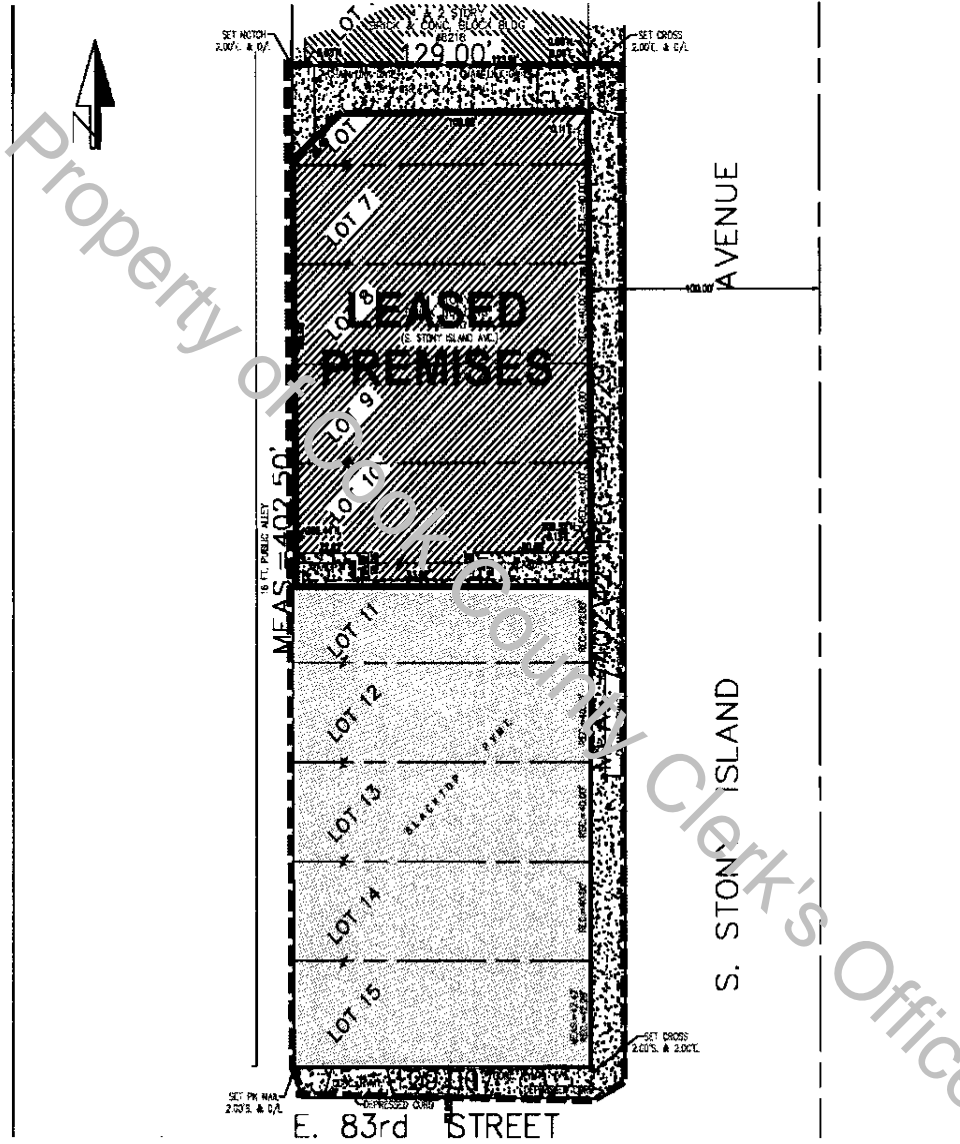
This Instrument was drafted by:  
MORAN FOODS, INC.  
Attn: Legal Department  
100 Corporate Office Drive  
Earth City, Missouri 63045

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## EXHIBIT A

### Site Plan to Memorandum of Lease

Building is outlined in solid red line (Section A)  
 Leased Premises is outlined in blue dashed line (Section A)  
 Parking Area is outlined and shaded in orange (Section 8.2 of the Lease)



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## EXHIBIT AA

Legal Description to Memorandum of Lease

LOTS 6 TO 15 IN SMITH'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 2, 1891 DOC. 1480048, IN COOK COUNTY, ILLINOIS. ✓

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