

# UNOFFICIAL COPY



Doc#: 1130129048 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/28/2011 12:48 PM Pg: 1 of 5

AFTER RECORDING, RETURN TO:

Glenn R. Patterson  
LUCAS, HOLCOMB & MEDREA LLP  
300 East 90<sup>th</sup> Drive  
Merrillville, Indiana 46410

Property of Cook County

CT 8822418 DBK 1 of 2

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## MEMORANDUM OF LEASE

This is a Memorandum of that certain unrecorded Lease Agreement dated April 15, 2011 (the "Lease") by and between **Centro Bradley SPE 3, LLC**, a Delaware limited liability company (the "Landlord") and **SVT, LLC** an Indiana limited liability company (the "Tenant"), concerning the premises which is hereby agreed to be legally described as follows (the "Premises"):

All of Lot 4, Rivercrest of Crestwood, Village of Crestwood, Cook County, Illinois and two separate tracts in Lot 2 in said Rivercrest of Crestwood; Tract One described as follows: Commencing at the Southwest corner of said Lot 4; thence North 00 Degrees 00 Minutes 00 Seconds East along the West line of said Lot 4, a distance of 8.70 feet to the Point of Beginning; thence North 59 Degrees 19 Minutes 07 Seconds West, a distance of 23.01 feet; thence North 30 Degrees 50 Minutes 34 Seconds East, a distance of 31.41 feet; thence North 59 Degrees 48 Minutes 52 Seconds West, a distance of 11.99 feet; thence North 30 Degrees 52 Minutes 15 Seconds East, a distance of 27.38 feet to the West line of said Lot 4; thence South 00 Degrees 00 Minutes 00 Seconds West, a distance of 68.25 feet to the Point of Beginning, containing 651 square feet, 0.015 acres more or less, all in Cook County, Illinois, and Tract Two described

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as follows: Commencing at the Northeast corner of said Lot 4; thence South 00 Degrees 00 Minutes 00 Seconds West along the East line of said Lot 4, a distance of 72.00 feet to the Point of Beginning; thence North 90 Degrees 00 Minutes 00 Seconds East, a distance of 58.00 feet; thence South 00 Degrees 00 Minutes 00 Seconds West, a distance of 224.00 feet; thence South 90 Degrees 00 Minutes 00 Seconds West, a distance of 58.00 feet to the East line of said Lot 4; thence North 00 Degrees 00 Minutes 00 Seconds East along said East line, a distance of 224 feet to the Point of Beginning, containing 12,992 square feet, 0.298 acres more or less, all in Cook County, Illinois.

24-33-404-006.0000 13200 Cicero Ave, Crestwood, IL

For good and valuable consideration, the Landlord has leased the Premises to Tenant for an initial term of two hundred forty (240) calendar months after the Commencement Date (as defined in the Lease), all in accordance with and subject to the terms and provisions contained in the Lease, all of which are incorporated into this Memorandum by reference.

Subject to the terms and provisions of the Lease, Tenant has six (6) Option Terms (as defined in the Lease) of sixty (60) full calendar months each, all as more specifically set forth in the Lease.

The Lease contains a Tenant's exclusive use rights of provision, which prohibits the Landlord, under certain circumstances described in the Lease, from leasing, consenting to any sublease, or otherwise permitting the use or occupancy of any space in the Rivercrest Shopping Center, Crestwood, Illinois, for any of the following purposes:

1. a supermarket, grocery store, convenience food store, produce store, butcher or meat shop, delicatessen (as defined below) or bakery, or
2. any store of any size for the retail sale for off-premises consumption of (i) fresh fruits, vegetables, or other produce, (ii) fresh meats, fish or poultry, (iii) delicatessen items, (iv) fresh bakery goods, or (v) any combination of the foregoing, the sales floor area for which in such store, including all aisle space, exceeds in the aggregate, one hundred fifty (150) square feet, or
3. any store of any size having more than ten percent (10%) of its sales floor area (not to exceed 3,500 square feet), including all aisle space, used for the retail sale of packaged food products for off-premises consumption; or
4. Prohibited Restaurants.

For purposes of the foregoing the term "delicatessen" shall mean a store that sells unpackaged cheese, fresh meats, fresh fish and/or fresh poultry

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for carry out, or in prepared sandwiches or salads for on and/or off-premises consumption, and the term "Prohibited Restaurant" shall mean any restaurant which uses more than thirty-three percent (33%) of the total floor area of the store for the display and/or sale for off-premises consumption of (i) fresh fruits, fresh vegetables, or other produce, (ii) fresh meats, fresh fish, or fresh poultry, (iii) delicatessen items, (iv) fresh bakery goods, or (v) any combination of the foregoing. Nothing contained herein shall prohibit Landlord from leasing, consenting to any sublease, or otherwise permitting the use or occupancy of any space at the Shopping Center to restaurant operations similar in food product mix and floor plan concepts as are currently being operated under the trade names "Subway", "Jimmy John's", "Panera Bread" and the like.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the date of this Lease.

**LANDLORD:**

CENTRO BRADLEY SPE 3, LLC  
a Delaware limited liability company

By:  \_\_\_\_\_

Printed Name: Bruce Heitzinger

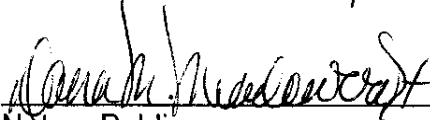
Title: Senior Vice President

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Bruce Heitzinger, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Senior Vice President of Centro Bradley SPE 3, LLC, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as authorized signatory.

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Witness my hand and seal at office this 5<sup>th</sup> day of July, 2011.

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

My Commission Expires: 1/27/13

My County of Residence: COOK



Property of Cook County Clerk's Office

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**TENANT:**

SVT, LLC  
an Indiana limited liability company

By: *David Wilkinson*

Printed Name: David Wilkinson

Title: President

STATE OF INDIANA )  
  )  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared David Wilkinson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of SVT, LLC, the within named Tenant, a limited liability company, and that he as such officer, being authorized so to do, and acknowledged that he executed the foregoing instrument on behalf of Tenant for the purposes therein contained.

Witness my hand and seal at office this 5th day of July, 2011.



*Glenn R. Patterson*  
Glenn R. Patterson, Notary Public

My Commission Expires: November 25, 2016

My County of Residence: Lake

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea LLP, 300 East 90<sup>th</sup> Drive, Merrillville, Indiana 46410