



1206919033

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#: 1206919033 Fee: \$54.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/09/2012 11:09 AM Pg: 1 of 8

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: 03-35-301-306-0000 and 03-35-302-011-0000.

2
3 1. This Memorandum of Lease is effective upon recordation and is entered into by and
4 between MOUNT PROSPECT PLAZA OWNER, LLC, a Delaware limited liability company
5 ("Landlord"), having its principal place of business at c/o Mid-America Asset Management, Inc.,
6 One Parkview Plaza, 9th Floor, Oakbrook Terrace, IL 60181 and ROSS DRESS FOR LESS, INC.,
7 a Virginia corporation ("Tenant"), having its principal place of business at 4440 Rosewood Drive,
8 Building #4, Mail Stop PL4 4E 2, Pleasanton, CA 94588-3050, who agree as follows:

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

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

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

19 "3.2.1. Retail Use. Tenant has entered into this Lease in reliance upon
20 representations by Landlord that Landlord's Parcel is and shall remain retail in
21 character, and, further (except as provided herein), no part of Landlord's Parcel shall
22 be used for office or residential purposes or as a theater, auditorium, meeting hall,
23 school, church or other place of public assembly, "flea market," mortuary,
24 gymnasium (within one hundred fifty (150) feet of the front and side perimeter walls
25 of the Store), veterinary services or pet vaccination clinic or overnight stay pet
26 facilities (except as an incidental use in conjunction with the operation of a national
27 or regional pet store retailer, provided such pet store retailer is not located within
28 one hundred fifty (150) feet of the front and side perimeter walls of the Store), health

"Mt. Prospect, IL"
Mt. Prospect Plaza
Mt. Prospect, IL
Store No. 1567
6061.991/514176.1

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1 club (within one hundred fifty (150) feet of the front and side perimeter walls of the
2 Store), dance hall, billiard or pool hall, massage parlor (except massage services in
3 connection with a full service spa shall be permissible), video game arcade, bowling
4 alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor
5 vehicles, night club, Internet café, the sale of adult products or adult bookstores or
6 adult audio/video products stores (which are defined as stores in which at least ten
7 percent (10%) of the inventory is not available for sale or rental to children under the
8 age of majority in the state in which the Store is located because such inventory
9 explicitly deals with or depicts human sexuality). No ATM or similar machine shall
10 be permitted in Landlord's Parcel within one hundred (100) feet of the front and side
11 perimeter walls of the Store, except if located wholly within the interior of another
12 tenant's or occupant's premises or is used as a drive up ATM facility in connection
13 with a banking institution. Landlord shall not lease space nor allow space to be
14 occupied in Landlord's Parcel by a national specialty coffee retailer with over five
15 hundred (500) stores occupying three thousand (3,000) square feet of Leasable Floor
16 Area or less, except for Dunkin' Donuts. Further, no restaurant or other "High
17 Intensity Parking User" (as hereinafter defined) shall be permitted in Landlord's
18 Parcel within one hundred fifty (150) feet of the front and side perimeter walls of the
19 Store. Notwithstanding the preceding sentence, the restriction on a restaurant use
20 shall not prohibit a quick serve type restaurant such as Subway, Jimmy Johns or a
21 yogurt shop, provided no such quick serve type restaurant exceeds one thousand two
22 hundred (1,200) square feet of Leasable Floor Area and, provided further, that no
23 more than two (2) such quick serve type restaurants shall be permitted within one
24 hundred fifty (150) feet of the front and side perimeter walls of the Store. A "High
25 Intensity Parking User" is a tenant or occupant whose use requires more than five (5)
26 parking spaces per one thousand (1,000) square feet of Leasable Floor Area in
27 accordance with either customary shopping center practices or governmental
28 regulations, whichever has a higher parking requirement. Notwithstanding the
29 prohibition on offices set forth above, retail service offices such as, but not limited
30 to, full service banks, real estate brokers, title companies and insurance offices shall
31 be permitted, provided that (a) no retail service office is located within one hundred
32 fifty (150) feet of the Store, and (b) retail service offices in the aggregate do not
33 exceed ten percent (10%) of the Leasable Floor Area of Landlord's Parcel.
34 Notwithstanding the precedence sentence, Landlord shall be permitted to replace the
35 existing retail service offices in Spaces 7, 8, 11, 14, 16, 18, 28, 34 and 35 designated
36 on **Exhibit B** with retail office uses and Spaces 28, 34 and 35 may be replaced with
37 another office use. In addition, Landlord shall be permitted to lease one (1)
38 additional space for a retail service office use in either Space 9, 10, 12 or 13
39 designated on **Exhibit B**, provided that no retail service office use in Space 9, 10, 12
40 or 13 shall exceed one thousand five hundred (1,500) square feet of Leasable Floor
41 Area. The foregoing use restrictions are referred to herein as the Ross Prohibited
42 Uses. The Ross Prohibited Uses set forth in this Section 3.2.1 shall not apply to
43 those tenants or occupants of Landlord's Parcel who, in accordance with the terms
44 of existing leases or occupancy agreements in effect on the Effective Date ("Existing
45 Tenants"), cannot be prohibited from so operating, but only for the balance of the
46 term(s) of such existing lease(s) or occupancy agreement(s). Landlord covenants and

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1 agrees that if Landlord has the right to consent to a change in use of the premises
2 occupied by any such Existing Tenant, Landlord shall not consent to a change in use
3 of the premises which violates the Ross Prohibited Uses.”

4 5. The terms, conditions, restrictions and covenants in the Lease, including the
5 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant’s store,
6 or any other portion of the Shopping Center, whether affirmative or negative in nature shall run
7 with the real property comprising the Shopping Center and shall inure to the benefit of and be
8 binding upon the parties hereto and the heirs, executors, administrators, successors, assigns and
9 other successors in interest to the parties hereto.

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

12 Contents of Memorandum of Lease:

- Paragraphs 1-6
- Exhibit A - Legal Description of the Shopping Center
(Landlord’s Parcel)
- Exhibit B - Site Plan

13
14

15 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of
16 Lease on this 7 day of February, 2012

LANDLORD:

MOUNT PROSPECT PLAZA OWNER, LLC, a
Delaware limited liability company

By: PRIT Core Realty Holdings LLC,
a Delaware limited liability company

By: J.P. Morgan Investment Management Inc.,
a Delaware corporation, as investment
manager of PRIT Core Realty Holdings LLC

By: Sheryl M. Crosland
Name: Sheryl M Crosland
Its: Vice President

TENANT:

ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: [Signature]
James Fassio
Its: President and Chief Development Officer

By: [Signature]
Gregg McGillis
Its: Senior Vice President, Property Development

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State of California)
)
County of Alameda)

On February 7, 2012 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

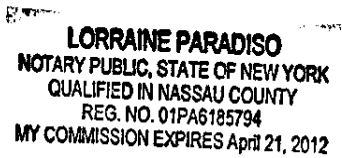


State of New York)
)
County of New York)

On February 13, 2012 before me, Lorraine Paradiso, a Notary Public,
personally appeared Sheryl Crossland, 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.

Lorraine Paradiso
Notary Public



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EXHIBIT A LEGAL DESCRIPTION OF THE SHOPPING CENTER (LANDLORD'S PARCEL)

PARCEL 1:

LOT 1 (EXCEPTING THEREFROM THOSE PARTS THEREOF TAKEN FOR THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY CONDEMNATION REGISTERED AS DOCUMENT NUMBER LR3201616, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CENTENNIAL SUBDIVISION BY PLAT REGISTERED AS DOCUMENT NUMBER LR3202476 IN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 16, 1979 AS DOCUMENT NUMBER LR3104778;

ALSO EXCEPTING THEREFROM THAT PART OF LOT 1 IN PLAZA SUBDIVISION AFORESAID DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 29 DEGREES 46 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, BEING ALSO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RAND ROAD-AS DEDICATED BY DOCUMENT NUMBER LR3104778, A DISTANCE OF 296.41 (RECORD 297.66) FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE ON A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,072.46 FEET, FOR AN ARC DISTANCE OF 730 FEET; THENCE NORTH 20 DEGREES 56 MINUTES 31 SECONDS EAST, 615.26 FEET TO THE SOUTHWEST CORNER OF CENTENNIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF REGISTERED FEBRUARY 11, 1981 AS DOCUMENT NUMBER LR3202476; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF CENTENNIAL SUBDIVISION AFORESAID, 234.66 FEET TO A POINT ON THE NORTH LINE OF

SAID LOT 1 IN PLAZA SUBDIVISION; THENCE NORTH 89 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, 832.35 (RECORD 832.55) FEET TO THE POINT OF BEGINNING.

PARCEL 1 ABOVE ALSO MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

PART OF LOT 1, PLAZA SUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF MOUNT PROSPECT, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WEST GATE ROAD AND EAST CENTRAL ROAD; THENCE NORTH 89 DEGREES 37 MINUTES 28 SECONDS WEST, 813.32 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 28 SECONDS WEST, 419.41 FEET; THENCE NORTH 32 DEGREES 05 MINUTES 32 SECONDS EAST, 35.00 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 28 SECONDS WEST, 120.0 FEET; THENCE SOUTH 33 DEGREES 05 MINUTES 32 SECONDS WEST, 35.00 FEET; THENCE NORTH 56 DEGREES 54 MINUTES 28 SECONDS WEST, 38.52 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,072.46 FEET AND ALONG A CHORD SUBTENDED BEARING OF NORTH 53 DEGREES 26 MINUTES 08 SECONDS WEST, 252.15 FEET; THENCE NORTH 20 DEGREES 57 MINUTES 12 SECONDS EAST, 615.30 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST, 698.30 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 21 SECONDS EAST, 123.99 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 43 SECONDS EAST, 416.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET AND A LONG CHORD SUBTENDED BEARING OF SOUTH 78 DEGREES 43 MINUTES 34 SECONDS EAST, 16.11 FEET; THENCE SOUTH 67 DEGREES 05 MINUTES 57 SECONDS EAST, 135.16 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 43 SECONDS EAST, 24.37 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 1,111.59 FEET TO THE POINT OF BEGINNING.

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Mt. Prospect Plaza
Mt. Prospect, IL
Store No. 1567
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PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING OF MOTOR VEHICLES, LOADING AND UNLOADING OF COMMERCIAL AND OTHER VEHICLES, AND FOR THE USE OF ROADWAYS, WALKWAYS, AND FACILITIES INSTALLED FOR THE COMFORT AND CONVENIENCE OF CUSTOMERS, INVITEES, LICENSEES, TENANTS AND EMPLOYEES OF ALL BUSINESSES AND OCCUPANTS OF THE IMPROVEMENTS AS GRANTED BY EASEMENTS WITH COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING LAND DATED SEPTEMBER 28, 1990 BY AND BETWEEN MOUNT PROSPECT PLAZA LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND WAL-MART STORES, INC., A DELAWARE CORPORATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 28, 1990 AS DOCUMENT NUMBER 90474272, OVER AND ACROSS THOSE PORTIONS OF THE FOLLOWING DESCRIBED "WAL-MART PARCEL" AS DEFINED THEREIN DESIGNATED AS PARKING AREAS:

THAT PART OF LOT 1 (EXCEPTING THEREFROM THOSE PARTS THEREOF TAKEN FOR THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY CONDEMNATION REGISTERED AS DOCUMENT NUMBER LR3201616, AND ALSO EXCEPTING THEREFROM THAT PART OF THEREOF TAKEN FOR CENTENNIAL SUBDIVISION BY PLAT REGISTERED AS DOCUMENT NUMBER LR3202476) IN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 16, 1979 AS DOCUMENT NUMBER LR3104778, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 29 DEGREES 46 MINUTES 10 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, BEING ALSO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RAND ROAD AS DEDICATED BY DOCUMENT NUMBER LR3104778, A DISTANCE OF 296.41 (RECORD 297.66) FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE ON A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,072.46 FEET, FOR AN ARC DISTANCE OF 730 FEET; THENCE NORTH 20 DEGREES 56 MINUTES 31 SECONDS EAST, 615.26 FEET TO THE SOUTHWEST CORNER OF CENTENNIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF REGISTERED FEBRUARY 11, 1981 AS DOCUMENT NUMBER LR3202476; THENCE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF CENTENNIAL SUBDIVISION AFORESAID, 234.66 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1 IN PLAZA SUBDIVISION; THENCE NORTH 89 DEGREES 39 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, 832.35 (RECORD 832.55) FEET TO THE POINT OF BEGINNING.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL SUBSURFACE LINES AND CONDUITS FOR WATERMAINS, SANITARY SEWER LINES, STORM SEWERS AND RELATED ACCESSORY FACILITIES TOGETHER WITH ALL SURFACE STORM WATER DETENTION AREAS, INCLUDING, BUT NOT LIMITED TO, RETENTION PONDS EXISTING OR TO BE CONSTRUCTED, AS GRANTED BY EASEMENTS WITH COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING LAND DATED SEPTEMBER 28, 1990 BY AND BETWEEN MOUNT PROSPECT PLAZA LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND WAL-MART STORES, INC., A DELAWARE CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON SEPTEMBER 28, 1990 AS DOCUMENT NUMBER 90474272, OVER, ACROSS AND UNDER THOSE PORTIONS OF THE FOLLOWING DESCRIBED "WAL-MART PARCEL" AS DEFINED THEREIN DESIGNATED AS UTILITY EASEMENT AREA DESCRIBED ON EXHIBIT "E" THERETO:

"Mt. Prospect, IL"
Mt. Prospect Plaza
Mt. Prospect, IL
Store No. 1567
6061.991/514176.1

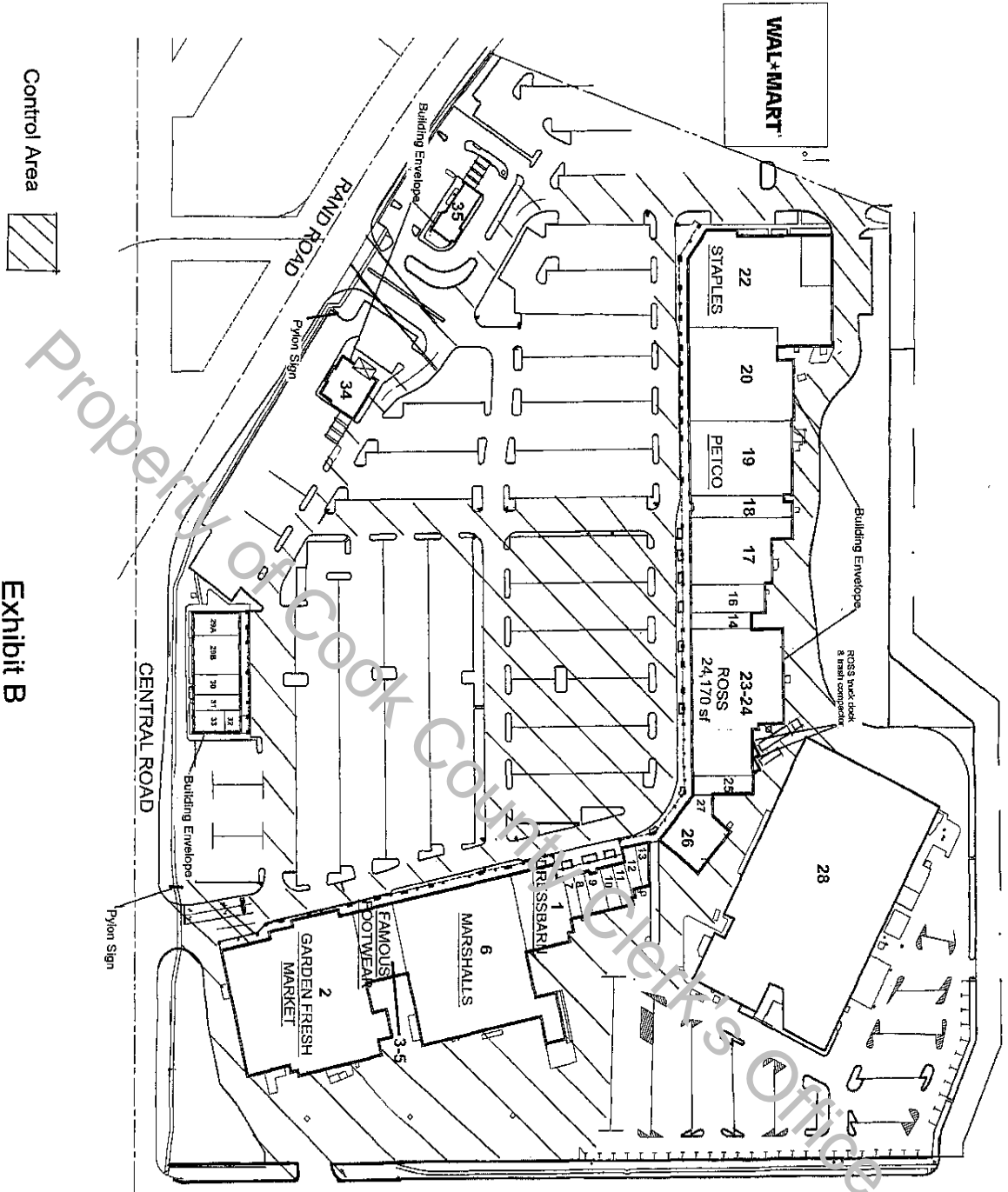
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THAT PART OF LOT 1 (EXCEPTING THEREFROM THOSE PARTS THEREOF TAKEN FOR THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS BY CONDEMNATION REGISTERED AS DOCUMENT NUMBER LR3201616, AND ALSO EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR CENTENNIAL SUBDIVISION BY PLAT REGISTERED AS DOCUMENT NUMBER LR3202476) IN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 16, 1979 AS DOCUMENT NUMBER LR3104778, DESCRIBED AS FOLLOWS:

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ANC Rand Road and Central Road
Mt. Prospect, IL

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Control Area

Exhibit B

Space	S.F.
1	7,215
2	37,600
3-5	5,838
6	35,000
7	1,200
8	1,200
9	1,500
10	1,200
11	845
12	900
13	1,170
14	1,900
16	4,329
17	11,181
18	4,600
19	15,000
20	20,284
22	22,108
22A	4,989
23-24	24,170
25	1,910
26	5,000
27	700
28	72,897
29A	2,200
29B	4,038
30	1,400
31	1,400
32	988
33	1,288
34	4,300
35	2,695
TOTAL GIA:	301,263