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RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

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

Doc#: 1231017067 Fee: \$88.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/05/2012 01:59 PM Pg: 1 of 9

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: 19-27-100-065-0000, 19-27-100-066-0000, 19-27-304-017-0000, 19-27-304-019-0000, 19-27-
2 304-022-0000, 19-27-304-023-0000, 19-27-304-027-0000, 19-27-304-035-0000, a portion of 19-27-
3 304-036-0000

4 1. This Memorandum of Lease is effective upon recordation and is entered into by and
5 between FORD CITY ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership
6 ("Landlord"), having its principal place of business at c/o EGI Properties, L.L.C., Two North
7 Riverside Plaza, Suite 600, Chicago, IL 60606, and ROSS DRESS FOR LESS, INC., a Virginia
8 corporation ("Tenant"), having its principal place of business at 4440 Rosewood Drive, Building #4,
9 Mail Stop PL4 4E 2, Pleasanton, CA 94588-3050, 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 Chicago, County of Cook, State of
12 Illinois, described in Exhibit A hereto, for a term of approximately ten (10) years which term is
13 subject to extension by Tenant for four (4) additional periods of five (5) years each. The Exhibit A
14 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.

"Chicago"
Ford City North
Chicago, IL
Store No. 1527
6061.960/487426.2

Page 1

02/01/12
FINAL

S N
P 9
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SC yes
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1 4. The provisions of the Lease are incorporated into this Memorandum of Lease by
2 reference. The Lease contains the following provision(s):

3 “3.2.1. Retail Use. Tenant has entered into this Lease in reliance
4 upon representations by Landlord that the Shopping Center is and shall
5 remain generally retail in character (meaning that the uses of the Shopping
6 Center shall be appropriate for a retail property like the Shopping Center),
7 and, further, except as set forth herein, no part of the Shopping Center shall
8 be used for office or residential purposes, or as a theater, an auditorium,
9 meeting hall, church or other similar place of public assembly, “flea market,”
10 gymnasium, veterinary services or pet vaccination clinic or overnight stay pet
11 facilities (except, in each case, as an incidental use in conjunction with the
12 operation of a PetSmart or other national pet supply store), dance hall,
13 billiard or pool hall (except as an incidental use in connection with another
14 use that is not a Prohibited Use), massage parlor, video game arcade, bowling
15 alley, skating rink, car wash, facility for the sale, display, leasing or repair of
16 motor vehicles, night club (except for a bar that is part of a restaurant), the
17 sale of adult products that are designed for use during sexual activities or
18 adult book or adult audio/video products stores (which are defined as stores
19 in which at least ten percent (10%) of the inventory is not available for sale
20 or rental to children under the age of majority in the state in which the Store
21 is located because such inventory explicitly deals with or depicts human
22 sexuality, but this prohibition shall exclude general interest bookstores such
23 as, for example, Barnes & Noble). Further, no restaurant or other “High
24 Intensity Parking User” (as hereinafter defined) shall be permitted in the
25 Shopping Center within one hundred (100) feet of the front and side
26 perimeter walls of the Store. A “High Intensity Parking User” is a tenant or
27 occupant whose use requires more than five (5) parking spaces per one
28 thousand (1,000) square feet of Leasable Floor Area in accordance with
29 governmental regulations in effect as of the Effective Date. The foregoing
30 use restrictions are referred to herein as the “Ross Prohibited Uses.”

31 (a) The Ross Prohibited Uses set forth in this Section 3.2.1 shall not
32 apply to those tenants or occupants of the Shopping Center (or their
33 assignees, subtenants or successors or replacements (provided that any such
34 replacement is operating for the same or a similar use)) who, in accordance
35 with the terms of existing leases or Occupancy Agreements in effect on the
36 Effective Date, are permitted or, based on the terms of the applicable lease
37 or other Occupancy Agreement, cannot be prohibited by Landlord from
38 using their premises for a Ross Prohibited Use (collectively, “Existing
39 Tenants”). The Ross Prohibited Uses shall not apply to an Existing Tenant if
40 (i) such Existing Tenant is operating under its existing lease or Occupancy
41 Agreement, or has renewed, extended or replaced its lease or Occupancy
42 Agreement, or has amended or modified its lease or Occupancy Agreement

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1 so long as, after the Effective Date, such Existing Tenant's use is not
 2 changed in a way that results in such Existing Tenant having additional rights
 3 to use its premises for the Ross Prohibited Uses, or (ii) such Existing Tenant
 4 is occupying its original premises or has been relocated (provided that an
 5 Existing Tenant that uses its space for a use that will become a Ross
 6 Prohibited Use if such tenant is located within a certain proximity of Tenant
 7 will not be relocated to be in that proximity to Tenant and an Existing
 8 Tenant that uses its premises for a use that is a Ross Prohibited Use solely by
 9 reason of its proximity to the Store shall not be relocated to a space that is
 10 closer to Tenant). Landlord covenants and agrees that if Landlord has the
 11 right to consent to a change in use of the premises occupied by any such
 12 Existing Tenant, Landlord shall not consent to a change in use of the
 13 premises which results in such Existing Tenant having new or additional
 14 rights to use its premises for a Ross Prohibited Uses.

15 (b) Notwithstanding the prohibition on offices, retail service offices
 16 (which for purposes hereof means an office use which provides services
 17 directly to consumers, such as, banks, loan offices, real estate offices, stock
 18 brokerage firms, title companies, travel agencies and medical offices) shall be
 19 permitted, provided that retail service offices in the aggregate do not exceed
 20 twenty percent (20%) of the Leasable Floor Area of the Shopping Center.

21 (c) Notwithstanding the restriction on a massage parlor, massage
 22 services offered by a licensed (if required in the jurisdiction of the Store)
 23 massage therapist typically found in retail shopping centers, such as Massage
 24 Envy, or in conjunction with the operation of a spa, beauty salon, health
 25 club, gymnasium or medical use shall be permitted.

26 (d) Notwithstanding, the prohibition on video game arcades and
 27 bowling alleys, such uses shall be permitted in the Shopping Center, provided
 28 they are an incidental use or a use in combination with another permitted use
 29 such as a restaurant or food service establishment such as, for example, Dave
 30 & Busters."

31 5. The terms, conditions, restrictions and covenants in the Lease, including the
 32 provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store,
 33 or any other portion of the Shopping Center, whether affirmative or negative in nature shall inure to
 34 the benefit of and be binding upon the parties hereto and the heirs, executors, administrators,
 35 successors, assigns and other successors in interest to the parties hereto.

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

3 Contents of Memorandum of Lease:

Paragraphs 1-6

Exhibit A - Legal Description of the Shopping Center

Exhibit B - Site Plan

4
5 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of
6 Lease on this 8 day of February, 2012.

LANDLORD:
FORD CITY ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

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

By: EGI Properties, L.L.C., a Delaware limited liability company, its agent

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

By: [Signature]
Name: Gies Rose
Its: JP

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

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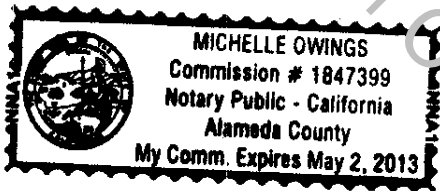
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State of California)
)
County of Alameda)

On February 8, 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 ILLINOIS)
)
County of COOK)

On 10/11/12 before me, Melissa Adachi, a Notary Public,
personally appeared Gregg Case, 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.



Melissa Adachi
Notary Public

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EXHIBIT A LEGAL DESCRIPTION OF THE SHOPPING CENTER

A TRACT OF LAND COMPRISED OF PART OF LOT 1 AND 2 IN "FORD CITY SUBDIVISION" OF PARTS OF THE NORTH 3/4 OF SECTION 27 AND THE SOUTH WEST 1/4 OF SECTION 22, BOTH IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1986 AS DOCUMENT NUMBER 86166800, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 2 IN "FORD CITY SUBDIVISION" WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM THE WEST LINE OF SECTION 27, AND 1091.20 FEET, MEASURED PERPENDICULARLY, NORTH FROM A STRAIGHT LINE (HEREINAFTER REFERRED TO AS LINE "A") WHICH EXTENDS FROM A POINT ON SAID WEST LINE OF SECTION 27 WHICH IS 644.66 FEET SOUTH FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID SECTION, TO A POINT ON THE EAST LINE OF SAID SECTION 27 WHICH IS 619.17 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SOUTH 1/2; THENCE WEST ALONG A LINE 1091.20 FEET NORTH FROM AND PARALLEL WITH SAID LINE "A", A DISTANCE OF 324.00 FEET; THENCE NORTH ALONG A LINE WHICH IS 2182.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27), A DISTANCE OF 196.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID; THENCE WEST ALONG SAID SOUTH LINE (BEING A LINE 1287.27 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 966.00 FEET; THENCE NORTH ALONG A LINE WHICH IS 1216.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET; THENCE WEST ALONG A LINE WHICH IS 1348.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 115.60 FEET; THENCE SOUTH ALONG A LINE WHICH IS 1100.40 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 60.73 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 417.95 FEET; THENCE NORTH ALONG A LINE WHICH IS 682.45 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET; THENCE WEST ALONG A LINE WHICH IS 1318.00 FEET NORTH FROM AND PARALLEL WITH LINE "A", A DISTANCE OF 39.55 FEET; THENCE SOUTH ALONG A LINE WHICH IS 642.90 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 30.73 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, AFORESAID; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 152.35 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE WEST FACE OF AN EXISTING BUILDING; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION AND ALONG SAID WEST FACE (BEING A LINE 490.55 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27), A DISTANCE OF 17.31 FEET TO AN INTERSECTION WITH THE NORTH FACE OF AN EXISTING BUILDING; THENCE WEST ALONG SAID NORTH FACE (BEING A LINE 1269.96 FEET NORTH FROM AND PARALLEL WITH LINE "A"), A DISTANCE OF 70.36 FEET TO AN INTERSECTION WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH ALONG SAID EAST FACE AND ALONG THE NORTHWARD EXTENSION OF SAID EAST FACE (BEING A LINE 420.19 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27, A DISTANCE OF 17.31 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 169.89 FEET TO AN INTERSECTION WITH THE SOUTHWARD EXTENSION OF THE EAST LINE OF LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID; THENCE NORTH ALONG SAID SOUTHWARD EXTENSION, A DISTANCE OF 4.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4 IN "FORD CITY SUBDIVISION" AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 165.30 FEET TO A POINT OF CURVE IN SAID SOUTHERLY LINE; THENCE NORTHWESTWARDLY ALONG SAID SOUTHERLY LINE, SAID SOUTHERLY LINE BEING HERE AN ARC OF A CIRCLE, CONVEX TO THE

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SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 4, BEING ALSO THE EAST LINE OF SAID CICERO AVENUE (SAID EAST LINE OF SAID CICERO AVENUE BEING A LINE 60.00 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF SECTION 27); THENCE SOUTH ALONG SAID EAST LINE OF SOUTH CICERO AVENUE (SAID EAST LINE BEING ALSO THE WEST LINE OF SAID LOT 2 IN "FORD CITY SUBDIVISION"), A DISTANCE OF 1810.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, SAID SOUTHWEST CORNER BEING A POINT WHICH IS 198.82 FEET, AS MEASURED ALONG THE SOUTHWARD EXTENSION OF SAID EAST LINE OF SOUTH CICERO AVENUE, NORTH OF THE INTERSECTION OF SAID SOUTHWARD EXTENSION WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27; THENCE SOUTHEASTWARDLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 (SAID SOUTHERLY LINE BEING HERE THE NORTHERLY LINE OF WEST 77TH STREET DEDICATED BY DOCUMENT NUMBER 13112543), A DISTANCE OF 760.75 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE OF SAID LOT 2; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, SAID LINE BEING PERPENDICULAR TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 77.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS 33.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, SAID POINT OF INTERSECTION BEING 765.00 FEET, AS MEASURED ALONG SAID PARALLEL LINE, EAST OF THE INTERSECTION OF SAID PARALLEL LINE WITH A LINE WHICH IS 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 27; THENCE EASTWARDLY ALONG SAID LINE WHICH IS 33.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 (SAID LINE BEING HERE ALSO THE SOUTH LINE OF SAID LOT 2), A DISTANCE OF 512.33 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE SOUTHWARDLY ALONG SAID EAST LINE OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, A DISTANCE OF 33.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4, SAID SOUTHEAST CORNER BEING ALSO AN ANGLE POINT IN SAID SOUTHERLY LINE OF LOT 2; THENCE EASTWARDLY ALONG SAID SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4, BEING ALSO THE SOUTHERLY LINE OF LOT 2, A DISTANCE OF 1178.70 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, SAID SOUTHEAST CORNER OF LOT 2 BEING 700.55 FEET, MEASURED PERPENDICULARLY, SOUTH OF SAID LINE "A"; THENCE NORTH ALONG SAID EAST LINE OF LOT 2 (SAID EAST LINE BEING A LINE WHICH IS 2506.00 FEET, MEASURED PERPENDICULARLY, EAST FROM SAID WEST LINE OF SECTION 27, A DISTANCE OF 1791.75 FEET TO THE POINT OF BEGINNING.

Common Address: 7601 S. Cicero Avenue, Chicago, Illinois

Property Tax Numbers:

19-27-304-036-0000 (a portion of)
 19-27-100-065-0000
 19-27-100-066-0000
 19-27-304-035-0000
 19-27-307-017-0000
 19-27-304-019-0000
 19-27-304-022-0000
 19-27-304-023-0000
 19-27-304-027-0000

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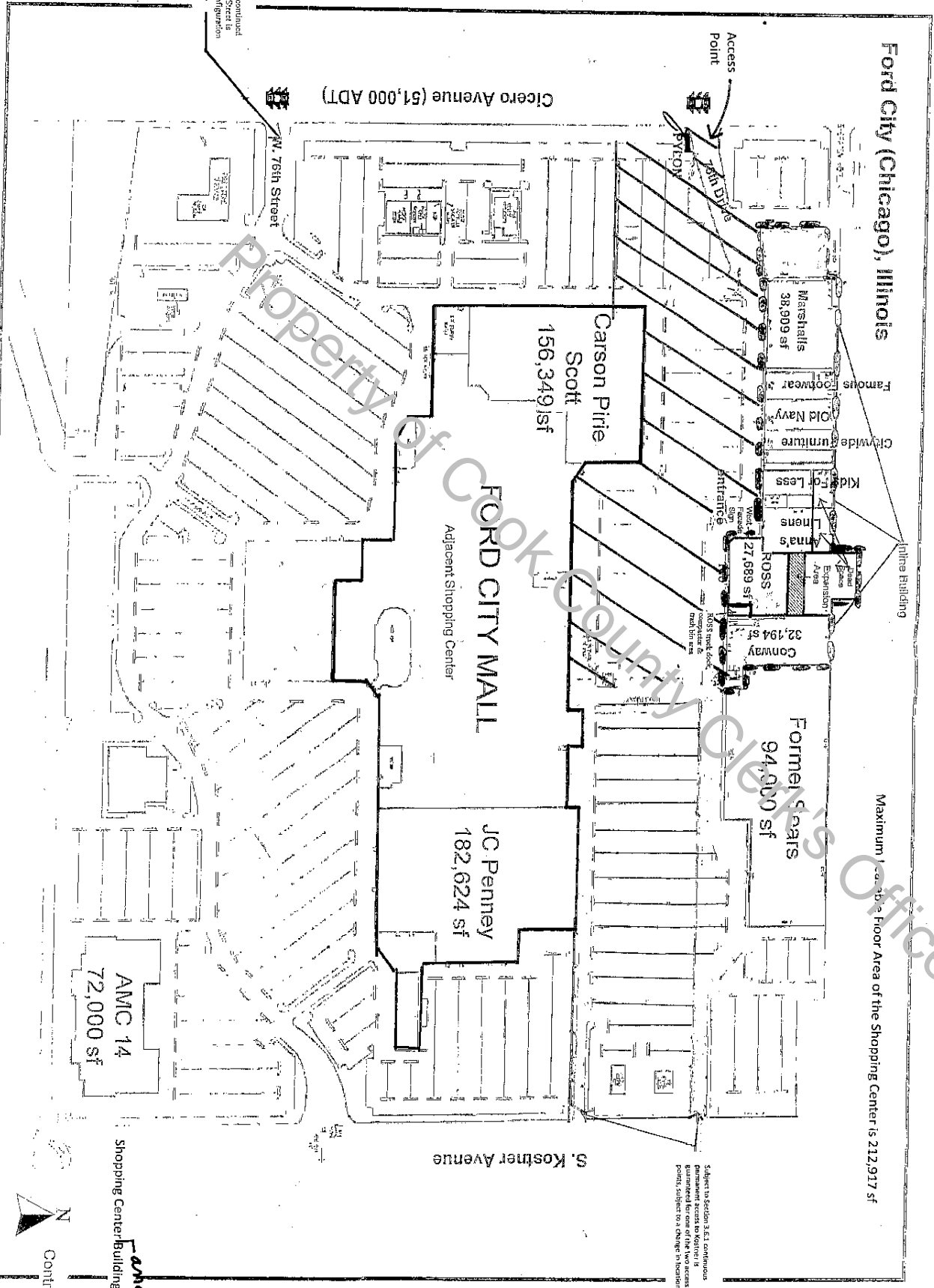
EXCEPTING THEREFROM THAT PART OF LOT 2, FORD CITY SUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 0, FORD CITY INDUSTRIAL RESUBDIVISION, CITY OF CHICAGO, COOK COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 196.07 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, 324.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 86.41 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 43 SECONDS WEST, 383.39 FEET; THENCE NORTH 45 DEGREES 02 MINUTES 43 SECONDS WEST, 82.89 FEET; THENCE NORTH 69 DEGREES 17 MINUTES 46 SECONDS WEST, 49.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE SOUTH EDGE OF A ROOF OVERHANG, 151.01 FEET; THENCE 60.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.70 FEET AND A LONG CHORD SUBTENDED BEARING SOUTH 70 DEGREES 50 MINUTES 17 SECONDS WEST, 59.30 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 51 SECONDS WEST, 81.23 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG THE SOUTH EDGE OF A ROOF OVERHANG, 315.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 15.24 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE SOUTH FACE OF AN EXTERIOR STUCCO WALL, 3.15 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR DRYWALL WALL, 49.52 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE NORTH FACE OF AN INTERIOR DRYWALL WALL, 41.40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR DRYWALL WALL, 6.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, ALONG THE NORTH FACE OF AN INTERIOR DRYWALL WALL, 11.29 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST FACE OF AN INTERIOR BLOCK WALL, 210.22 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG NORTH LINE OF SAID LOT 2, 800.87 FEET TO THE POINT OF BEGINNING.

Property Tax Number: 19-27-304-025-0000 and 19-27-304-026 and a portion of 19-27-304-036

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Subject to Section 3 & 1, continued permanent access to 76th Street is guaranteed, however, configuration may change in the future.



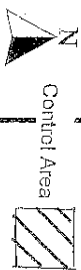
Ford City (Chicago), Illinois

Maximum Possible Floor Area of the Shopping Center is 212,917 sf

Access Point

Subject to Section 3 & 1, continuous easement for one of the two access points, subject to a change in location.

Shopping Center Building Envelope



Control Area