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RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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File No. 2711784.0032



Doc#: 1413933019 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/19/2014 10:26 AM Pg: 1 of 9

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MEMORANDUM OF LEASE

This Memorandum of Lease is made as of the 1st day of April, 2014, by and between 95th & Western LLC, as landlord, and Roundy's Supermarkets, Inc., as tenant.

Pursuant to a Shopping Center Lease dated July 18, 2012, and incorporated herein by this reference (as amended and modified, the "Lease"), Landlord has leased to Tenant, commencing on the date set forth in Section 1(b) of the Lease ("Commencement Date") and ending on January 31st of the 20th Lease Year, the Leased Premises comprising a portion of the Evergreen Promenade Shopping Center located at 2601 West 95th Street in the Village of Evergreen Park, County of Cook, State of Illinois which Shopping Center is described as set forth in Exhibit A attached hereto and made a part hereof. Landlord has also granted to Tenant the option to extend the term of the Lease for four (4) consecutive terms of five (5) years each upon the expiration of the initial term thereof.

Pursuant to Section 4(a) of the Lease, Tenant has agreed that during the first Lease Year (the "Operating Period") the Leased Premises shall only be used for a retail grocery supermarket including a liquor department having as its principal purpose the sale of food and related items, including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, tobacco products, bakery goods, delicatessen items, pharmaceutical items, flowers and floral products, prepared foods, snack bar, general merchandise now or hereafter offered for sale in competing retail grocery supermarkets and any other uses incidental to a retail grocery supermarket, including, without limitation, banking and other financial services (the "Primary Use"). Following the expiration of the Operating Period, Landlord and Tenant have agreed that the Leased Premises may be used for the Primary Use and/or for any other lawful retail use; provided, however, that in the event the Leased Premises are not being used as a retail grocery supermarket, Tenant shall not have the right to use the Leased Premises in violation of the exclusive use restrictions set forth on Exhibit C of the Lease. Landlord has further acknowledged that Tenant has the right to install or cause to be installed an automated teller machine in the Leased Premises.

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Pursuant to Section 31(a) of the Lease, Landlord has also granted to Tenant the exclusive right in the Shopping Center to operate a retail grocery supermarket with a liquor department and Landlord has agreed that it shall not lease any space in the Shopping Center for use, or permit any occupant to use any space in the Shopping Center, as a retail grocery supermarket, packaged liquor store or for the sale of any food products including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, bakery goods, delicatessen items, tobacco products or prescription and non-prescription pharmaceutical items; however, Landlord shall have the right to lease space in the Shopping Center to (i) a department store who may use an "incidental" portion of its leased premises for the sale of food products, (ii) to other tenants who sell food and/or alcoholic beverages to be consumed primarily within their premises, (iii) to other tenants who may use an "incidental" portion of its leased premises for the sale of candy, nuts, popcorn, pretzels, so-called health and natural foods and cookies, and (iv) to other tenants who may use its leased premises for the sale of ice cream, donuts and sandwiches. For purposes of the foregoing restriction, the term "incidental" shall mean fifteen percent (15%) of the ground floor area within a tenant's leased premises. Landlord's covenant to refrain from leasing space as aforesaid shall expire without further act of the parties if Landlord terminates Tenant's right to possession of the Leased Premises (with or without a termination of the Lease) pursuant to Section 23 of the Lease.

Pursuant to Section 32 of the Lease, Landlord has agreed that it shall not permit any portion of the Shopping Center to be used for any of the following purposes: a material and unreasonable nuisance; use causing loud noises or offensive odors (including any business using exterior loud speakers); manufacturing facility, dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location or "green cleaners" utilizing environmentally friendly processes); automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks; used clothing or thrift store (except for multi-location national or regional branded retailers of high quality such as Plato's Closet or Clothes Mentor); massage parlor or health spa (except for multi-location national or regional branded massage or health spa chains of good reputation commonly found in retail shopping centers of a like quality); adult book shop or adult movie house; mortuary or funeral parlor; coin operated laundry; cocktail lounge, bar or tavern or the sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant permitted hereunder; night club; cinema or theater; place of recreation (including but not limited to bowling alley, skating rink, carnival, game arcade); church or other place of worship; drive-throughs, restaurants (except all restaurant no greater than one thousand (1,000) square feet of floor area and with no more than twenty-five (25) seats shall be permitted in the building depicted on the Site Plan as Lane Bryants), children's recreational, education or day care facility (except for multi-location national or regional branded providers of high quality educational services such as Huntington Learning Centers, Sylvan Learning Centers or Le Petite Academy); offices; professional uses, and schools of any nature. As used herein, "school" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers.

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IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

LANDLORD

95TH & WESTERN, LLC,
an Illinois limited liability company

By: IBT Group, LLC,
an Illinois limited liability company

Title: Manager

By: _____
Name: Gary A Pachucki
Title: Manager

TENANT

ROUNDY'S SUPERMARKETS, INC.,
a Wisconsin corporation

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

LANDLORD

95TH & WESTERN, LLC,
an Illinois limited liability company

By: IBT Group, LLC,
an Illinois limited liability company
Title: Manager

By: _____
Name: Gary A Pachucki
Title: Manager

TENANT

FOUNDRY'S SUPERMARKETS, INC.,
a Wisconsin corporation

By: _____
Name: Edward B. Kitzler
Title: Group VP - Legal, Risk + Treasury

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STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Gary A. Pachucki, the Manager of **IBT GROUP, LLC**, an Illinois limited liability company, which is the Manager of **95th & WESTERN, LLC**, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act individually and as the Manager of and on behalf of and as the free and voluntary act of IBT Group, LLC, as the Manager of and on behalf of and as the free and voluntary act of **95th & WESTERN, LLC** for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of may, 2014.

[Handwritten Signature]



Commission Expires: 1/3/16

COOK COUNTY
 RECORDS OF DEEDS
 SCANNED BY _____
 County Clerk's Office

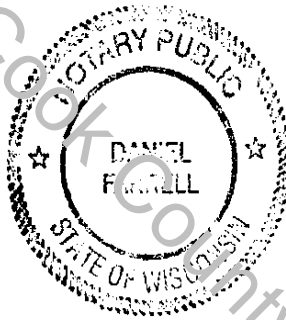
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STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 1 day of ^{May}~~April~~, 2014, the above-named Edward b. Kitz to me known to be the 6VP of ROUNDY'S SUPERMARKETS, INC. and to me known to be the officer of said Corporation who executed the foregoing instrument and acknowledged the same as the deed of said Corporation.

Daniel Farrell
Daniel Farrell
Notary Public, State of Wisconsin

My Commission: 1-10-2016



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RECORDED DEEDS

SCANNED BY _____

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EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL 1:

THE EASTERLY 100 FEET OF BLOCK 4 IN HONORE'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL IS ALSO KNOWN AS LOT 1 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3, AND 4 TOGETHER WITH VACATED STREETS BETWEEN BLOCKS 1, 2, AND 3 AND THE VACATED EAST 14 FEET OF STREET ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OF THE NORTH 1/4 OF EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 5 IN PETERSON AND WEATHERFORD'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 TOGETHER WITH VACATED STREETS BETWEEN LOTS 1, 2, AND 3 AND THE VACATED EAST 14 FEET OF STREET AND ADJOINING BLOCK 4 ON THE WEST IN HARRY W. HONORE JR. SUBDIVISION OF NORTH 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 1 AND 2 (TAKEN AS A TRACT) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 95TH STREET (U. S. ROUTE NUMBERS 12 AND 20) WITH THE WEST RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, ALSO BEING SAID BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD WEST RIGHT OF WAY LINE, A DISTANCE OF 220.00 FEET; THENCE WESTERLY 90 DEGREES 29 MINUTES 22 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PARALLEL WITH SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET A DISTANCE OF 192.00 FEET THENCE NORTHERLY 89 DEGREES 30 MINUTES 38 SECONDS TO RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, A DISTANCE OF 220.00 FEET, TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF 95TH STREET; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

THE NORTH 30 FEET OF VACATED 96TH STREET LYING SOUTH OF AND ADJOINING PARCELS 1 & 2.

PARCEL 4:

THE EAST 1/2 OF VACATED WASHTENAW AVENUE LYING WEST OF AND ADJOINING PARCEL 2, AS VACATED BY THE ORDINANCE RECORDED JULY 30, 2001 AS DOCUMENT 0010685740

PARCEL 5:

THE EAST 188.60 FEET OF THE NORTH 170 FEET OF THE EAST 1/4 OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH 1/4 OF THE EAST 1/2 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO:

LOTS 1, 2, 3, 4, AND 5 (EXCEPT FROM SAID LOT 5 THAT PART THEREOF LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 7) ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION AFORESAID

ALSO:

THAT PART OF THE 20 FOOT VACATED EAST AND WEST ALLEY ADJOINING THE NORTH LINE OF LOT 1 AFORESAID LYING EAST OF THE WEST LINE OF THE EAST 188.60 FEET OF BLOCK 5 AFORESAID AND WEST OF THE WEST RIGHT OF WAY LINE OF THE 66.00 FOOT WASHTENAW AVENUE, ALL IN COOK COUNTY, ILLINOIS

PARCEL 6:

THAT PART OF LOTS 5, 6, AND 7 LYING SOUTH OF A LINE WHICH IS 100.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7, ALL IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) OF BLOCK 5 IN HARRY H. HONORE JR.'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH 3/8 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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PARCEL 7:

THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF THE NORTH 180.00 FEET (INCLUDING THAT PART OF THE VACATED ALLEY) IN HARRY H. HONORE JR., SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THE NORTH 3/8 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12; THAT PART OF VACATED WASHTENAW AVENUE LYING EAST OF LOTS 1 THROUGH 7 INCLUSIVE, IN ADDITION TO EVERGREEN PARK HILLS; AND THAT PART OF WASHTENAW AVENUE LYING EAST OF AND ADJACENT TO LOT 8 AND THE PUBLIC ALLEY NORTH OF LOT 8 (EXCEPT THE WEST 37 FEET) IN ADDITION TO EVERGREEN PARK HILLS, A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 170 FEET THEREOF) IN BLOCK 5 OF HARRY H. HONORE JR.'S SUBDIVISION, ALL LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 7, BOTH INCLUSIVE, TO USE THE COMMON AREA ACCESS FACILITIES FOR THE PASSAGE OF VEHICLES AND PEDESTRIANS AS CREATED BY CROSS ACCESS AND PARKING AGREEMENT BY AND BETWEEN 95TH AND WESTERN, LLC AND INGRAM FAMILY LIMITED PARTNERSHIP RECORDED AUGUST 25, 2013 AS DOCUMENT 1323839123

PERMANENT TAX IDENTIFICATION NUMBERS:

24-12-201-017-0000
 24-12-201-018-0000
 24-12-201-019-0000
 24-12-201-020-0000
 24-12-201-030-0000
 24-12-201-032-0000
 24-12-201-033-0000
 24-12-201-034-0000
 24-12-201-035-0000
 24-12-202-002-0000

STREET ADDRESS:

2601 West 95th Street
 Evergreen Park, Illinois 60805