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**RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:**

Arnold Weinberg
Much Shelist
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606
(312) 521-2681



Doc#: 1528919153 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/16/2015 03:45 PM Pg: 1 of 10

Property of Cook County, Illinois

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of this 14 day of October, 2015, by and between **GOLF ROAD VENTURES, LLC**, an Illinois limited liability company ("**Landlord**"), and **ROUNDY'S SUPERMARKETS, INC.**, a Wisconsin corporation ("**Tenant**").

Pursuant to a Lease dated July 30, 2015 by and between Landlord and Tenant, as amended by that certain First Amendment to Lease dated October 12, 2015 (collectively, the "**Lease**"), and incorporated herein by this reference, Landlord has leased to Tenant, commencing on the date set forth in Section 1(b) of the Lease ("**Commencement Date**") and ending on the last day of the twentieth (20th) Lease Year (as defined in the Lease) following the Commencement Date, the Leased Premises located in the City of Des Plaines, County of Cook, State of Illinois, which Leased Premises are depicted on **Exhibit A** attached hereto and are legally described on **Exhibit B** attached hereto. Landlord has also granted to Tenant the option to extend the term of the Lease for four (4) successive terms of five (5) years each upon the expiration of the initial term thereof.

Pursuant to Section 3(a) of the Lease, and subject to and in accordance with all applicable Laws (as defined in the Lease) and the Permitted Encumbrances (as defined in the Lease), Tenant may use the Leased Premises for a retail grocery supermarket with 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, and general merchandise now or hereafter offered for sale in competing retail grocery supermarkets, and/or for any other lawful purpose. In addition to the foregoing, Landlord acknowledges that Tenant has the right to install or cause to be installed an automated teller machine in the Leased Premises. Notwithstanding the foregoing, the Leased Premises shall not be used or operated by Tenant for any unlawful purpose and shall conform to and obey all applicable Laws regarding the use and occupancy of the Leased Premises and the Permitted Encumbrances (as defined in the Lease).



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Pursuant to Section 30(a) of the Lease, Landlord has agreed that it shall not lease any space within a one-mile radius of the Leased Premises which is owned or subsequently acquired by Landlord, its subsidiaries and/or affiliates, for use, or permit any occupant to use any of such space, 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 or prescription and non-prescription pharmaceutical items; provided, however, (i) the foregoing prohibition and restriction shall not apply to any space, tenant or user of any successor to Landlord (including such successor's subsidiaries and/or affiliates) where or by whom any of the foregoing uses were already engaged prior to the date that said successor landlord became Landlord under the Lease; and (ii) Landlord, its subsidiaries and/or affiliates, shall have the right to lease such space to (1) a department store who may use an incidental portion of its leased premises for the sale of food products, (2) to other tenants who sell food and/or alcoholic beverages to be consumed primarily within their premises, and (3) to other tenants who may sell ice cream, candy, nuts, popcorn, pretzels, so-called health and natural foods, donuts, cookies and sandwiches. For purposes of the foregoing restriction, the term "incidental" shall mean the lesser of (i) ten percent (10%) of the ground floor area within a tenant's leased premises, or (ii) 1,000 square feet and in calculating such area one-half of all adjacent aisle space shall be included in such calculation. Notwithstanding the foregoing, the provisions of Section 30(a) shall not apply to any property within such one-mile radius which is owned by a third party partner, member or other equity participant in Landlord (collectively, an "investor") if at the time such investor becomes an equity owner in Landlord, such investor or an affiliate of such investor owns a property within such one-mile radius; however the provisions of Section 30(a) shall apply if such investor or its affiliate subsequently acquires a property within such one-mile radius and, at the time of such acquisition, such investor owns more than a forty-nine percent (49%) equity interest in Landlord.

Upon termination of the Lease for any reason, Landlord shall have the right to record a release and termination of this Memorandum of Lease, provided that Landlord deliver to Tenant at least five (5) business days prior written notice of Landlord's intention to record such release.

It is understood that the purpose of this instrument is to create of record a leasehold estate in the Leased Premises, the terms and conditions of which, other than as the same are set forth herein, are contained in the Lease referred to above, which said Lease and any and all amendments thereto are, by this reference, made a part hereof the same as if fully rewritten herein.

This Memorandum of Lease may be executed in counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose, which, when assembled and taken together, is to be regarded as a single agreement.

In the event of conflict between this Memorandum of Lease and the Lease, the Lease shall control.

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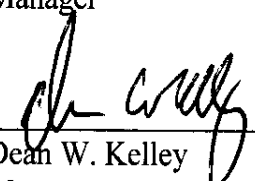
IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

LANDLORD:

GOLF ROAD VENTURES, LLC,
an Illinois limited liability company

By: **ABBOTT DES PLAINES, LLC,**
an Illinois limited liability company

Its: Manager

By: 
Name: Dean W. Kelley

Its: Manager

TENANT:

ROUNDY'S SUPERMARKETS, INC.,
a Wisconsin corporation

By _____
Name: _____
Its: _____

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

LANDLORD:

GOLF ROAD VENTURES, LLC,
an Illinois limited liability company

By: **ABBOTT DES PLAINES, LLC,**
an Illinois limited liability company
Its: Manager

By: _____
Name: Dean W. Kelley
Its: Manager

TENANT:

ROUNDY'S SUPERMARKETS, INC.,
a Wisconsin corporation

By: _____
Name: _____ Edward G. Kitz _____
Its: _____ Group VP, Legal, Risk & _____
Treasury _____

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STATE OF Illinois)
COUNTY OF Cook) ss.

Personally came before me this 14th day of October, 2015, the above-named Dean W. Kelley to me known to be the Manager of Abbott Des Plaines, LLC, which is Manager of said Limited Liability Company, GOLF ROAD VENTURES, LLC who executed the foregoing instrument and acknowledged the same as the deed of said Limited Liability Company.



Donna S. Elischer
DONNA S. ELISCHER
Notary Public, State of Illinois
My Commission: 11-15-2018

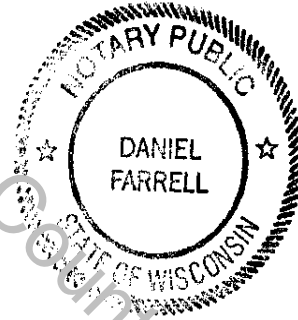
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STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me this 12 day of October, 2015, the above-named Edward G. Kitz to me known to be the GUP 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

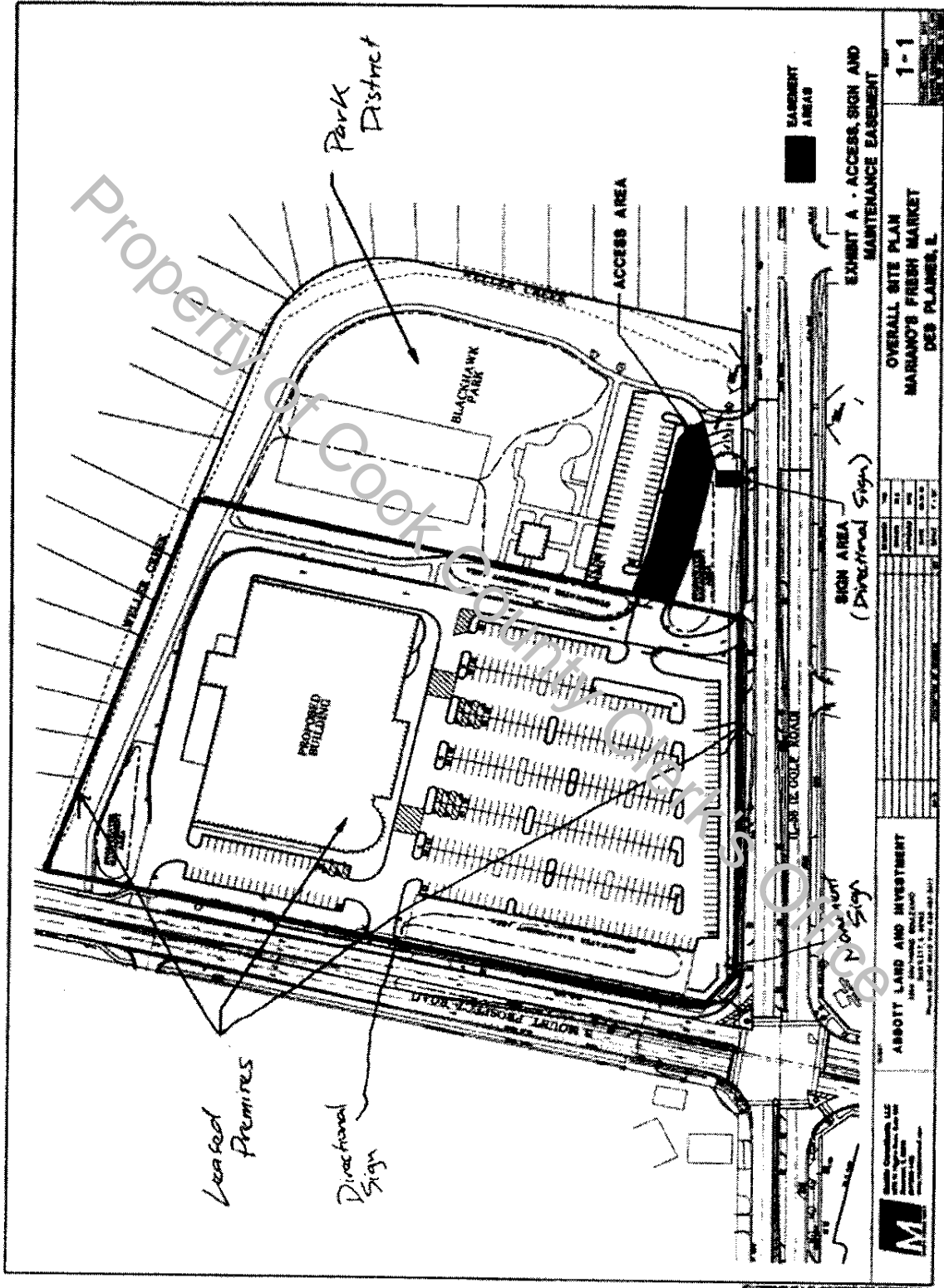


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EXHIBIT A

Site Plan of Shopping Center



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EXHIBIT B

Legal Description of Shopping Center

PARCEL 1:

THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF GOLF ROAD, AS NOW LAID OUT, 213.46 FEET SOUTHWESTERLY AS MEASURED ON SAID CENTER LINE OF THE INTERSECTION OF SAID CENTER LINE WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE OF GOLF ROAD 250 FEET, THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF GOLF ROAD, 398.75 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 18, THENCE SOUTH ON THE WEST LINE OF SECTION 18, 255.98 FEET MORE OR LESS TO AN INTERSECTION WITH THE CENTER LINE OF GOLF ROAD, THENCE NORTHEASTERLY ON THE CENTER LINE OF GOLF ROAD, 453.79 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART FALLING IN GOLF ROAD)

PARCEL 2:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 18 AFORESAID THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, 250 FEET THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 81 DEGREES 50 MINUTES FROM THE SOUTH TO EAST WITH SAID WEST LINE OF SECTION 18, 50.51 FEET FOR A JOINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 70 IN HERZOG'S FIFTH ADDITION TO DES PLAINES THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID HERZOG'S FIFTH ADDITION TO DES PLAINES 142.96 FEET THENCE SOUTHERLY ON A LINE DRAWN AT RIGHT ANLGES TO THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 160 FEET THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 120.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF MOUNT PROSPECT ROAD, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18 THENCE NORTH ALONG THE EAST LINE OF MOUNT PROSPECT ROAD, 161.64 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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PARCEL 3:

THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD NOW KNOWN AS GOLF ROAD OF COOK COUNTY, ILLINOIS EXCEPT (1) THE EAST 83.56 FEET THEREOF (2) THAT PART THEREOF FALLING WITHIN THE

BOUNDARIES OF HERZOG'S FIFTH ADDITION TO DES PLAINES A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (3) PARCELS 1 AND 2 AS HEREINABOVE DESCRIBED IN COOK COUNTY, ILLINOIS (4) THE EAST 17 FEET OF THE WEST 50 FEET TAKEN PUSUANT TO ORDERS ENTERED IN CASE 84L52056.

EXCEPTING FROM PARCELS 1 AND 3 THAT PART OF THE LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION PROCEEDINGS HAD IN CASE NO. 67L13163, DESCRIBED AS FOLLOWS:

THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF WEST LINE OF SAID SECTION 18 A DISTANCE OF 157 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 63.20 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 55 FEET NORTHWESTERLY OF THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD; THENCE NORTHEASTERLY ALONG SAID LINE, PARALLEL WITH AND DISTANCE 55 FEET NORTHWESTERLY OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD A DISTANCE OF 90.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 90.12 FEET TO A POINT ON THE RIGHT OF WAY LINE OF GOLF (EVANSTON-ELGIN) ROAD SAID NORTHERLY LINE OF GOLF (EVANSTON-ELGIN) ROAD BEING PARALLEL WITH AND DISTANCE 50.0 FEET NORTHWESTERLY OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF GOLF (EVANSTON-ELGIN) ROAD TO A POINT IN SAID EAST LINE OF MOUNT PROSPECT ROAD; THENCE NORTH ALONG SAID EAST LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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ALSO THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH, AND DISTANCE 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID LINE PARALLEL WITH AND DISTANCE 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 499.37 FEET TO A POINT; THENCE NORTH WESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 17.17 FEET TO A POINT ON THE EASTERLY LINE OF MOUNT PROSPECT ROAD, SAID LINE BEING PARALLEL WITH AND DISTANT 35 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID EASTERLY LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 505.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD WHICH IS IN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18 FOR A DISTANCE OF 1134 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 25 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 21.2 FEET TO THE POINT OF BEGINNING, WHICH IS ON THE EASTERLY RIGHT OF WAY LINE OF MOUNT PROSPECT ROAD, THENCE NORTHEASTERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 407.5 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SEEGER ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 177 DEGREES 18 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 412 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 105 DEGREES 7 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 17.5 FEET MORE OR LESS THAN POINT OF BEGINNING, AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED NOVEMBER 26, 1930 AND RECORDED APRIL 28, 1931 AS DOCUMENT 10890723.

plat no: 09-18-100-004

loc: W E. GOLF ROAD, DESPLAINES, IL. 60016