

# UNOFFICIAL COPY



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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/03/2017 04:28 PM PG: 1 OF 7

Prepared by and After  
Recording return to:

Greenberg Traurig LLP  
77 West Wacker Drive  
Suite 3100  
Chicago, IL 60601

(For Recorder's Use Only)

NCS 858259 1/1/16  
2/4

## MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum"), is made and executed as of the 31<sup>st</sup> day of October, 2017 (the "Effective Date"), by and between **CF ALBERT PROPCO LLC**, a Delaware limited liability company ("Landlord"), whose address is c/o Fortress Investment Group LLC, 1345 Avenue of the Americas, 46th Floor, New York, New York 10020, Attention: General Counsel – Credit Funds, and **NEW ALBERTSON'S, INC.**, an Ohio corporation ("Tenant"), whose address is 250 Parkcenter Boulevard, Boise, ID 83726.

### RECITALS:

A. Landlord and Tenant entered into that certain Lease, dated as of October 31, 2017 (the "Lease"), covering that certain property located in Arlington Heights, Illinois, as more particularly described on Schedule I attached hereto and incorporated herein by this reference together with all buildings and improvements located thereon and all easements, rights and appurtenances thereto (the "Leased Premises").

B. Landlord and Tenant have agreed to enter into this Memorandum for the purposes of providing record notice of the Lease, to set forth certain of the terms and conditions of the Lease, and to protect the rights and interests of Landlord and Tenant as to third parties. All capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the Lease.

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NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease and Premises. Subject to the covenants and conditions contained in the Lease, Landlord has leased to Tenant, and Tenant has leased from Landlord, the Leased Premises.
2. Term; Rent Commencement Date. The term of the Lease commenced on October 31, 2017 ("Rent Commencement Date") and expires on the twentieth (20<sup>th</sup>) anniversary of the last day of the month in which the Rent Commencement Date occurred, unless earlier terminated pursuant to the terms of the Lease. Tenant has the option to extend the Lease term for six (6) consecutive periods of five (5) years each, subject to the terms of the Lease.
3. Right of First Refusal – Leased Premises. For the period commencing on the date that is four (4) years after the Effective Date and continuing for the balance of the Primary Term and any Option Terms, Landlord has granted unto Tenant a right of first refusal to purchase all of Landlord's right, title and interest in and to the Leased Premises and appurtenances thereof (including rights in any of the aforesaid individually in the event Landlord seeks to transfer less than all of the aforesaid interests and rights), on the terms and conditions contained in the Lease.
4. Intentionally omitted.
5. Conflict. This Memorandum is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease. In the event of any conflict or any inconsistency between the terms and provisions of the Lease and the terms and provisions of this Memorandum, the terms and provisions of the Lease shall control. Nothing contained in this Memorandum shall alter, modify or amend the provisions of the Lease (or the exhibits thereto), which remain in full force and effect according to all of the terms and provisions thereof.
6. Successors and Assigns. This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
7. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document, provided that all parties are furnished a copy thereof reflecting the signature of all parties.

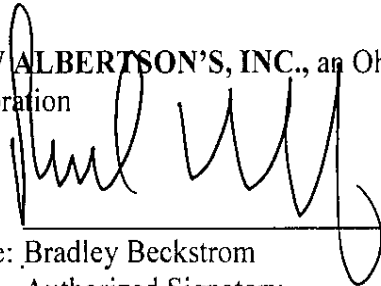
*(Signatures appear on the following page.)*



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**TENANT:**

**NEW ALBERTSON'S, INC.**, an Ohio corporation

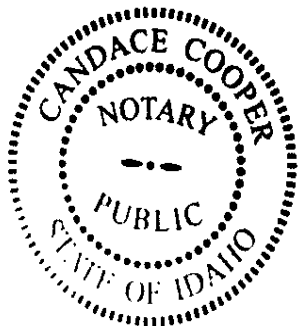


By: \_\_\_\_\_  
Name: Bradley Beckstrom  
Its: Authorized Signatory

STATE OF IDAHO )  
 ) ss.  
County of ADA )

On this 20<sup>th</sup> day of October, 2017, before me Candace Cooper, personally appeared Bradley Beckstrom, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the president, or vice-president, or secretary, or assistant secretary or Authorized Signatory, of NEW ALBERTSON'S, INC., an Ohio corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Candace Cooper  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise ID  
My Commission Expires 12-14-22

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## SCHEDULE I

### LEASED PREMISES

#### LEGAL DESCRIPTION

##### PARCEL 1:

THAT PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTIONS 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, WHICH POINT IS 712.26 FEET WEST OF THE CENTERLINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH, PARALLEL WITH THE CENTERLINE OF ARLINGTON HEIGHTS ROAD, 300.0 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION 9, 57.10 FEET TO THE WEST LINE OF LOT 5; THENCE SOUTHWESTERLY ALONG THE WEST LINE OF SAID LOT, 358 FEET TO THE SOUTH LINE OF SECTION 9; THENCE EAST, ALONG SAID SOUTH LINE, 234.0 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF TAKEN AND USED FOR GOLF ROAD BEING THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY TRUSTEE'S DEED RECORDED SEPTEMBER 2, 1993 AS DOCUMENT 93701686), IN COOK COUNTY, ILLINOIS.

##### PARCEL 2:

LOT 3 IN THE HEIGHTS PLAZA SUBDIVISION OF PART OF LOT 5 IN THE SUBDIVISION OF THE JOSEPH A. BARNES' FARM IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NUMBER 93 L 51191, DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 IN HEIGHTS PLAZA SUBDIVISION, A PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM, IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 44 MINUTES 21 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 FOR A DISTANCE OF 29.70 FEET; THENCE NORTH 2 DEGREES 15 MINUTES 12 SECONDS EAST, 21.88 FEET; THENCE NORTH 5 DEGREES 42 MINUTES 03 SECONDS EAST, 84.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 IN HEIGHTS PLAZA SUBDIVISION; THENCE NORTH 89 DEGREES 44 MINUTES 21 SECONDS EAST ALONG SAID SOUTH LINE OF LOT 1 FOR A DISTANCE OF 26.82 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 3 DEGREES 25 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF LOT 3 FOR A DISTANCE OF 105.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION IN CONDEMNATION CASE NUMBER 93 L 51191, DESCRIBED AS FOLLOWS: THAT PART OF LOT 3 IN HEIGHTS PLAZA SUBDIVISION, A PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM, IN SECTION 9, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE ON AN ASSUMED BEARING OF SOUTH 3 DEGREES 25 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3 FOR A DISTANCE OF 48.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN HEIGHTS PLAZA SUBDIVISION; THENCE NORTH 77 DEGREES 21 MINUTES 58 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 22.69 FEET; THENCE NORTH 5 DEGREES 42 MINUTES 03 SECONDS EAST, 47.73 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 77 DEGREES 21 MINUTES 58 SECONDS EAST ALONG SAID NORTH LINE, 20.78 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

##### PARCEL 3:

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THOSE PORTIONS LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES FARM IN SECTION 9, 15 AND 16 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, WHICH POINT IS 712.26 FEET WEST OF THE CENTERLINE OF ARLINGTON HEIGHTS ROAD, THENCE NORTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD 300 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 100 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 300 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE WEST ALONG SAID SOUTH LINE, 100 FEET TO THE PLACE OF BEGINNING;

ALSO

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 9, WHICH POINT IS 512.26 FEET WEST OF THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, 300 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 100 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD 300 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE EAST ALONG SAID SOUTH LINE OF SECTION 9, 100 FEET TO THE PLACE OF BEGINNING;

ALSO

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 9 WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 225.17 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SECTION 9, A DISTANCE OF 287.09 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; A DISTANCE OF 300.0 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 287.09 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, A DISTANCE OF 300.00 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART DEDICATED FOR ILLINOIS ROUTE 58 BY DOCUMENT NO. 10488007

ALSO

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 9 WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 225.17 FEET, THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF ARLINGTON HEIGHTS ROAD FOR A DISTANCE OF 226.45 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 73.55 FEET TO A POINT ON A LINE 300.0 FEET NORTH AS MEASURED ALONG THE CENTER LINE OF ARLINGTON HEIGHTS ROAD OF THE SOUTH LINE OF SAID SECTION 9, THENCE EAST ALONG SAID LINE A DISTANCE OF 225.17 FEET TO THE CENTER LINE OF ARLINGTON HEIGHTS ROAD, THENCE SOUTHERLY ALONG SAID CENTER LINE, A DISTANCE OF 74.92 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF ILLINOIS ROUTE 58 AS DEDICATED BY DOCUMENT 10488007, A DISTANCE OF 225.08 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM SAID PARCEL 3 THAT PART THEREOF LYING EAST OF THE WEST LINE OF ARLINGTON HEIGHTS ROAD, AS DEDICATED BY DOCUMENT 10488007 AND EXCEPTING THAT PART OF THE LAND, IF ANY, FALLING IN GOLF ROAD.

PARCEL 4:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT AGREEMENT AS TO EASEMENTS AND RESTRICTIONS DATED MARCH 16, 1983 AND FILED MARCH 31, 1983 AS DOCUMENT LR3300888, AND THE TERMS AND PROVISIONS CONTAINED HEREIN.

FIRST AMENDMENT TO AGREEMENT AS TO EASEMENTS AND RESTRICTIONS RECORDED APRIL 17, 1998 AS DOCUMENT 98308814.

PARCEL 5:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT DECLARATION OF COVENANTS AND CONDITIONS AND GRANTS OF EASEMENTS DATED JULY 13, 1981 AND FILED SEPTEMBER 16, 1981 AS

DOCUMENT LR3232246, MADE BY HEIGHTS PLAZA PROPERTIES, INC., AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

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PARCEL 6:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT AGREEMENT AS TO EASEMENTS AND RESTRICTIONS DATED AUGUST 19, 1981 AND FILED SEPTEMBER 16, 1981 AS DOCUMENT LR3232249, MADE BY AND BETWEEN HEIGHTS PLAZA PROPERTIES, INC. AND NORTHWEST TRUST AND SAVINGS BANK, AND THE TERMS AND CONDITIONS THEREOF.

FIRST AMENDMENT TO AGREEMENT AS TO EASEMENTS AND RESTRICTIONS RECORDED APRIL 27, 2000 AS DOCUMENT 00295786 AND RE-RECORDED AUGUST 16, 2000 AS DOCUMENT 00629167.

PARCEL 7:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT TERMS, PROVISIONS AND CONDITIONS OF THE CROSS EASEMENT AGREEMENT DATED NOVEMBER 28, 1984 AND FILED DECEMBER 16, 1984 AS DOCUMENT LR3410072, MADE BY AND BETWEEN HEIGHTS PLAZA PROPERTIES, INC. AND GOLF AND STATE PROPERTIES, INC.

PARCEL 8:

TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THAT EASEMENTS FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF LOTS 1, 2 AND OVER LOT 3, AS SHOWN ON PLAT OF HEIGHTS PLAZA SUBDIVISION FILED AS DOCUMENT LR3232242.

PIN #'s: 08-09-400-013-0000 Vol. 49;  
08-09-400-063-0000 Vol. 49; NS  
08-09-400-057-0000 Vol. 49

Street Address: 1860 S. Arlington Heights, Arlington Heights, IL

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