



2121808083

RECORDING REQUESTED BY

Ross Dress For Less, Inc.

PREPARED BY AND WHEN RECORDED MAIL TO:

Bartko, Zankel, Bunzel & Miller
One Embarcadero Center, Suite 800
San Francisco, CA 94111
Attn: Hilda Senseney, Esq.

Doc# 2121808083 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/06/2021 02:33 PM PG: 1 OF 8

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

1 APN: 10-29-403-025-0000, 10-29-403-026-0000, 10-29-403-027-0000, 10-29-403-028-0000, 10-
2 29-403-029-0000, 10-29-403-030-0000, 10-29-403-032-0000, 10-29-403-033-0000.

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4 1. This Memorandum of Lease is effective upon recordation and is entered into by
5 and between TMT POINTE PLAZA, INC., a Delaware corporation ("Landlord"), having its
6 principal place of business at c/o Mid America Asset Management, Inc., 1 Parkview Plaza, 9th
7 Floor, Oakbrook Terrace, IL 60181, and ROSS DRESS FOR LESS, INC., a Virginia corporation
8 ("Tenant"), having its principal place of business at 5130 Hacienda Drive, Dublin,
9 CA 94568-7579, 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 Niles, 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
14 A 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.

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

20 "3.2.1. Retail Use.

21 (a) General. Tenant has entered into this Lease in reliance upon
22 representations by Landlord that Landlord's Parcel is and shall remain retail in character,
23 and, further, except as may be specifically provided in Section 3.2.1(b) below, no part of
24 Landlord's Parcel shall be used for residential purposes, as a theater, auditorium, meeting
25 hall, school, church or other place of public assembly, "flea market," mortuary or funeral
26 home, veterinary services, pet vaccination clinic, overnight stay pet facilities, pet
27 grooming facilities, pet boarding facilities, pet day care facilities, pet adoption facilities,
28 pet training facilities or similar pet facilities (collectively, "Pet Services"), gymnasium or

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1 health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling
 2 alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor
 3 vehicles, night club, on-premises consumption of alcoholic beverages except as incidental
 4 to a primarily restaurant use, including any night club, bar, sports bar, or any restaurant
 5 where the on-premises consumption of alcohol exceeds sixty percent (60%) of gross sales
 6 (collectively, "Bars"), the sale of adult products or adult bookstores or adult audio/video
 7 products stores (which are defined as stores in which at least ten percent (10%) of the
 8 inventory is not available for sale or rental to children under the age of majority in the
 9 state in which the dd's Store is located because such inventory explicitly deals with or
 10 depicts human sexuality) (providing that the operation of a national bookstore of the type
 11 normally located in first class shopping centers, such as Barnes and Noble and Books A
 12 Million, shall not be prohibited). No ATM or similar machine shall be permitted in
 13 Landlord's Parcel within one hundred (100) feet of the front and side perimeter walls of
 14 the dd's Store, except if located wholly within the interior of another tenant's or
 15 occupant's premises. Further, no restaurant or other "High Intensity Parking User" (as
 16 hereinafter defined) shall be permitted in Landlord's Parcel within two hundred fifty (250)
 17 feet of the front and side perimeter walls of the dd's Store. A "High Intensity Parking
 18 User" is a tenant or occupant whose use requires more than five (5) parking spaces per
 19 one thousand (1,000) square feet of Leasable Floor Area in accordance with governmental
 20 regulations. The foregoing use restrictions are referred to herein as the "dd's Prohibited
 21 Uses."

22 (b) Exceptions.

23 (i) Existing Tenants. Notwithstanding the foregoing, the dd's
 24 Prohibited Uses set forth in Section 3.2.1(a) above shall not apply to those tenants or
 25 occupants of the Shopping Center listed on Exhibit K ("Existing Tenants") who, in
 26 accordance with the terms of existing leases or occupancy agreements in effect on the
 27 Effective Date (as same may be extended, renewed, assigned, or sublet in accordance with
 28 the terms of such existing lease or occupancy agreements) cannot be prohibited from so
 29 operating. Landlord covenants and agrees that if Landlord has the right to consent to a
 30 change in use of the premises occupied by any such Existing Tenant, Landlord shall not
 31 consent to a change in use of the premises which violates the dd's Prohibited Uses.

32 (ii) School. Notwithstanding the prohibition on schools set forth in
 33 Section 3.2.1(a) above, one (1) school or educational center, shall be permitted in
 34 Landlord's Parcel, provided that such facility (A) shall not exceed five thousand (5,000)
 35 square feet of Leasable Floor Area, and (B) shall not be located within two hundred fifty
 36 (250) feet of the front and side perimeter walls of the dd's Store.

37 (iii) Gymnasium/Health Club. Notwithstanding the prohibition on
 38 gymnasiums and health clubs set forth in Section 3.2.1(a) above: (A) one (1) gymnasium
 39 or health club, not exceeding five thousand (5,000) square feet of Leasable Floor Area,
 40 shall be permitted in Landlord's Parcel, provided such gymnasium or health club is not
 41 located within one hundred fifty (150) feet of the front and side perimeter walls of the
 42 dd's Store; (B) one (1) gymnasium or health club, not exceeding thirty thousand (30,000)
 43 square feet of Leasable Floor Area, shall be permitted in Landlord's Parcel, provided such

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1 gymnasium or health club shall not be located within three hundred (300) feet of the front
 2 and side perimeter walls of the dd's Store; and (C) one (1) children's gym (such as My
 3 Little Gym, Little Gym, or Gymboree) shall be permitted in Landlord's Parcel, provided
 4 that such facility either (1) does not exceed two thousand (2,000) square feet of Leasable
 5 Floor Area, or (2) is located in the building depicted on the Site Plan as "Retail G," or in
 6 the building depicted on the Site Plan as "Retail A," in which event such facility shall not
 7 be limited to two thousand (2,000) square feet.

8 (iv) Pet Services. Notwithstanding the prohibition on Pet Services set
 9 forth in Section 3.2.1(a) above, Pet Services shall be permitted in Landlord's Parcel so
 10 long as such Pet Services are offered on an incidental basis as part of, and located wholly
 11 within the interior of, a nationally or regionally recognized pet store retailer, provided,
 12 such pet store retailer shall not be located within one hundred fifty (150) feet of the front
 13 and side perimeter walls of the dd's Store.

14 (v) Entertainment-Themed Restaurants. Notwithstanding the
 15 prohibition on billiards and pool halls, video game arcades, bowling alleys, and skating
 16 rinks set forth in Section 3.2.1(a) above, the foregoing uses shall be permitted within
 17 entertainment-themed restaurants such as Chuck-E-Cheese's, Dave & Buster's, Lucky
 18 Strike, and Round 1, provided that such uses shall not be permitted in Space #5660 or
 19 Space #5674, each as depicted on the Site Plan.

20 (vi) Massage Parlors. Notwithstanding the prohibition on massage
 21 parlors set forth in Section 3.2.1(a) above, one (1) first class massage operator (such as
 22 Massage Envy and Massage Luxe) shall be permitted in Landlord's Parcel, provided such
 23 facility shall (A) not exceed five thousand (5,000) square feet of Leasable Floor Area, and
 24 (B) not be located within one hundred fifty (150) feet of the front and side perimeter
 25 walls of the dd's Store.

26 (vii) Car Wash/Motor Vehicle Facilities. Notwithstanding the
 27 prohibition on car washes and facilities for the sale, display, leasing or repair of motor
 28 vehicles set forth in Section 3.2.1(a) above, one (1) car wash or one (1) facility for the
 29 sale, display, leasing or repair of motor vehicles shall be permitted in Landlord's Parcel,
 30 provided any such operation shall be located only in the buildings identified on the Site
 31 Plan as "Retail A" and "Retail G."

32 (viii) Bars. Notwithstanding the prohibition on Bars set forth in
 33 Section 3.2.1(a) above, (A) Bars shall be permitted in Landlord's Parcel, provided no Bars
 34 shall be located within two hundred fifty (250) feet of the front and side perimeter walls
 35 of the dd's Store, (B) an upscale wine bar shall be permitted in Landlord's Parcel, provided
 36 such wine bar (1) shall not exceed five thousand (5,000) square feet of Leasable Floor
 37 Area, and (2) shall not be located within one hundred fifty (150) feet of the front and side
 38 perimeter walls of the dd's Store, and (C) first class liquor stores (such as BevMo, Binny's
 39 or Total Wine) shall be permitted in Landlord's Parcel."

40 In addition to the provisions referred to above, the Lease contains numerous other terms,
 41 covenants and conditions which affect not only the Store but also Landlord's Parcel and the
 42 Shopping Center, including, but not limited to, the Article 2 – Site Plan definition and Section

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1 3.6 of the Lease which, among other things, include building height restrictions, restrictions on
2 changes to the Control Area (defined in the Lease and identified on the Site Plan) and changes
3 to the Common Areas (defined in the Lease and identified on the Site Plan), restrictions on
4 construction of buildings, except within the Building Envelopes (defined in the Lease and
5 identified on the Site Plan), subject to size limitations within the Building Envelopes, and
6 restrictions on changes to building storefronts and exteriors. Notice is hereby given that
7 reference should be made to the Lease with respect to the details of such terms, covenants and
8 conditions.

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

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

17 Contents of Memorandum of Lease:

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

18
19 IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum
20 of Lease on the respective dates shown below.

LANDLORD:
TMT POINTE PLAZA, INC.,
a Delaware corporation

By: Stephanie Chrisman
Name: Stephanie Chrisman
Its: Vice President
Dated: June 23, 2021

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

By: Gregg McGillis
Name: Gregg McGillis
Its: Group Executive Vice President,
Property Development
Dated: June 10, 2021
By: Richard G. Letz
Name: Richard G. Letz
Its: Group Senior Vice President, Real Estate
Dated: June 10, 2021

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TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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State of California)
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County of Alameda)

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On June 10, 2021 before me, Rachel Bon,

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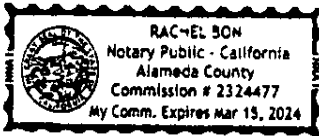
a Notary Public, personally appeared Gregg McGillis and Richard G. Lietz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their 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.

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.

Rachel Bon

Notary Public



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LANDLORD ACKNOWLEDGMENT

State of Illinois)
)
County of Cook)

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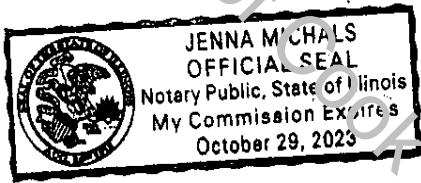
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On June 23, 2021 before me, Jenna Michals, a Notary Public, personally appeared Stephanie Chrisman, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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.



Jenna Michals

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

(LANDLORD'S PARCEL)

PARCEL 1:

LOTS 2, 3, 4, 5, 6, 7, 9 AND 10 IN POINTE PLAZA SUBDIVISION, BEING A SUBDIVISION OF LOT 2 IN ANNIE MULLEN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1999 AS DOCUMENT NUMBER 09188471, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY THAT CERTAIN EASEMENT WITH COVENANTS AND RESTRICTIONS DATED DECEMBER 30, 1998 AND RECORDED MARCH 18, 1999 AS DOCUMENT 99265776 BY AND BETWEEN TDC NILES, L.L.C. AND WAL-MART REAL ESTATE BUSINESS TRUST, AS AMENDED BY FIRST AMENDMENT TO EASEMENT WITH COVENANTS AND RESTRICTIONS RECORDED APRIL 7, 1999 AS DOCUMENT NO. 99334830.

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SITE PLAN

POINTE PLAZA

- = Wells Fargo Parcel
- = Building Envelopes
- = Landlord's Parcel
- = Shopping Center
- = Patio Seating
- = dd's Store
- = Control Area
- = Walmart Parcel

Suite	Tenant	SF
5600	Walgreens	13,905
5606	Available	4,096
5610	Posh Beauty Bar	1,044
5612	Jimmy John's	2,180
5618	(Available)	4,906
5622	Dental Magic	1,450
5624	Great Clips	1,050
5650	Chick-fil-A	6,575
5660A	dd's Discounts	21,698
5660B	Available	15,016
5674	Available	7,500
5700	Verizon Wireless	2,000
5704	Available	2,000
5706	Wing Stop	1,520
5708	Batteries Plus	1,500
5710	T Mobile	2,100
5712	Blaze Pizza	2,133
5716	Naf Naf Grill	2,808
5720	Available	1,908
5740	Fresh Farms	58,000
5751	Ross	30,122
5762	America's Best	3,500
5764	Lee Nails	3,000
5768	Bath & Body Works	3,000
Total GLA		193,011

