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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/12/2023 02:49 PM PG: 1 OF 20

CAHI 230052240 LK 1 of 1

Recording Requested By And When Recorded Mail To:

Kayne Law Group
612 Park St.
Suite 100
Columbus, Ohio 43215
Attn: Jacob Worrel, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made and entered into by and between **WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY**, a Nebraska corporation ("Landlord"), and **ALDI INC.**, an Illinois corporation ("Tenant").

1. **Lease Agreement.** Landlord and Tenant are parties to an agreement titled "Aldi Ground Lease Agreement" dated on or about the date hereof (the "Lease"), pursuant to which Landlord leased to Tenant approximately 23,064 square feet of improved retail space (the "Premises"), together with all easements, rights and privileges appurtenant thereto. The Premises is situated within a retail shopping center commonly known as Village Market located in the Village of La Grange, Cook County, State of Illinois (the "Center"). The Center and Premises are generally depicted on the site plan attached hereto as Exhibit A (the "Site Plan"). The Center is legally described on Exhibit B-1 attached hereto. The Premises are legally described on Exhibit B -2 attached hereto.

2. **Primary Lease Term.** The primary term of the Lease is 20 Lease Years, beginning on the Commencement Date (as defined in the Lease).

3. **Options Terms.** The Lease provides Tenant the option to extend the term of the Lease for 4 additional successive option periods of 5 Lease Years each.

4. **Rights and Easements.** Tenant has the benefit during the term of the Lease of the following rights and/or easements on, across and within the Center:

- (i) a non-exclusive easement and right-of-way over and across the specific drive aisles and access ways in the Center generally depicted on Site Plan and referred to herein as the "Critical Access Drives", to provide vehicular and pedestrian ingress and egress to and from the Premises, and maneuvering space for Tenant's delivery trucks and trailers to and from the truck dock and receiving area of the Premises;
- (ii) a non-exclusive easement for vehicular parking over and across that portion of the Center parking lot generally depicted on the Site Plan and referred to herein as the

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"Protected Parking Field";

- (iii) a non-exclusive easement for visibility within area depicted on the Site Plan and referred to herein as the **"No-Build Area"**;
- (iv) an exclusive easement for installation and maintenance of Tenant's two-sided, internally illuminated, graphic sign panels with Tenant's corporate logo on the Common Sign(s) (as defined in the Lease);
- (v) an exclusive easement for vehicular parking within the 4 parking spaces generally depicted on the Site Plan and referred to herein as the **"Curbside Spaces"** for use as curbside pickup for Tenant's employees, agents, permittees, customers, and invitees. Further, Tenant shall have the right, subject to Applicable Law, to (A) place signs adjacent to the Curbside Spaces to designate that the same are for the exclusive use of Tenant and its employees, agents, permittees, customers, and invitees, as such signage is generally depicted on Exhibit I, attached to the Lease, (B) paint and/or apply graphics to the concrete/pavement of such Curbside Spaces, as generally depicted on Exhibit I; (C) install directional signage in various locations in the Center, as such directional signage is generally depicted on Exhibit I; and (D) install upon the Premises professionally prepared temporary banners announcing the addition of curbside and "order-ahead" pick-up of items from the Premises (collectively, the **"Curbside Signage"**). Tenant shall be responsible for any necessary repair to the Center caused by attachment of the signs to the ground or the ground or concrete being penetrated during the installation, removal or operation of the signs. At the expiration or sooner termination of this Lease, Tenant shall remove the signs from the Center at its cost on or prior to such expiration or termination date. For greater certainty, Landlord shall have no obligations to police or enforce the exclusivity of the Curbside Spaces or the use of the Curbside Spaces by Tenant's customer;
- (vi) a non-exclusive easement and right-of-way over, under and through Landlord's Residual for the purposes of installing, using, maintaining, repairing and replacing utility service lines, connections and related improvements to provide to the Premises sanitary sewer, storm sewer, natural gas, electricity, water and communications services, together with the right of ingress and egress for the foregoing purposes. Landlord shall have the right at any time to relocate any utility line located within the Landlord's Residual upon 30 days prior written notice to Tenant; provided, however, that such relocation, (A) shall not materially interfere with or diminish the utility service to the Premises; (B) shall not reduce or unreasonably impair the usefulness or function of such utility line; (C) shall be performed without cost or expense to Tenant; (D) shall be completed using materials and design standards which equal or exceed those originally used; and (E) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction;
- (vii) a non-exclusive easement and right-of-way for the purpose of drainage of storm and surface water runoff from the Premises and the improvements thereon, to flow and run through, into and out of the storm sewer, drainage facilities and detention/retention ponds and facilities, if any, maintained by Landlord located on Landlord's Residual, as such exist from time to time (the **"Stormwater Facilities"**); and

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- (viii) a temporary construction easement and right-of-way on over, across and through the Landlord's Residual to facilitate Tenant's performance of Tenant's Work as well as a temporary construction easement and right-of-way for the purpose of providing a staging and storage area for Tenant's construction materials and equipment to facilitate Tenant's performance of Tenant's Work, on, over, across and through the portion of the Center designated on the Site Plan as "**Staging Area**". Tenant will, at its sole cost, maintain the Staging Area in compliance with all Applicable Law, and repair any damage caused to the Landlord's Residual as a result of Tenant's use of the Staging Area.

5. Exclusive Use. Section 6.1 of the Lease provides that Landlord shall not use or occupy, or permit the use or occupancy of any portion of the Center, other than the Premises, for the operation of a Retail Grocery Store. The term "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 2,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Center, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption. Further, no advertisements (including, but not limited to, any advertisements on electric charging stations) in the Center shall advertise, promote or identify a Retail Grocery Store other than Tenant; provided, however, that the foregoing restriction shall not apply to the sign panel on the Common Sign which is designated for the occupant of the Large Format User Area (as defined in the Lease).

6. Prohibited Uses. Section 6.1 of the Lease provides that Landlord shall not use or occupy, or permit the use or occupancy of the Center for any of the prohibited uses set forth on Exhibit C, attached hereto and made a part hereof.

7. Termination, Release, and Conflicts. This Memorandum shall automatically terminate without any further action upon the expiration or earlier termination of the Lease. Tenant acknowledges that Landlord shall have the right and authority to execute and record a release of this Memorandum upon the expiration or termination of the Lease. In the event of any conflict between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall supersede and control.

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

LANDLORD:

WOODMEN OF THE WORLD LIFE INSURANCE SOCIETY,
a Nebraska corporation

By: Brett Kemp

Print Name: Brett Kemp

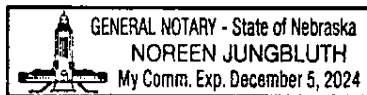
Its: Director, Mortgage & Real Estate

Date Signed: 1/27/23

STATE OF Nebraska)
)
COUNTY OF Douglas)

LANDLORD
ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 27 day of January, 2023 by Brett Kemp, Director, Mortgage & Real Estate of Woodmen of the World Life Insurance Society, a Nebraska corporation, on behalf of the corporation.



Noreen Jungbluth
Notary Public for Nebraska

My Commission expires Dec. 5, 2024

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TENANT:

ALDI INC.
an Illinois corporation

By: Laura Branneman

Laura Branneman, Divisional Vice President

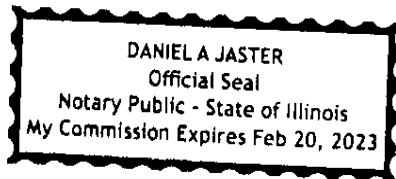
Date Signed: 1/3/23

STATE OF Illinois)

COUNTY OF Kane)

**TENANT
ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this 31st day of Jan, 2023,
by Laura Branneman, Divisional Vice President of ALDI INC., an Illinois corporation, on behalf of
said corporation.

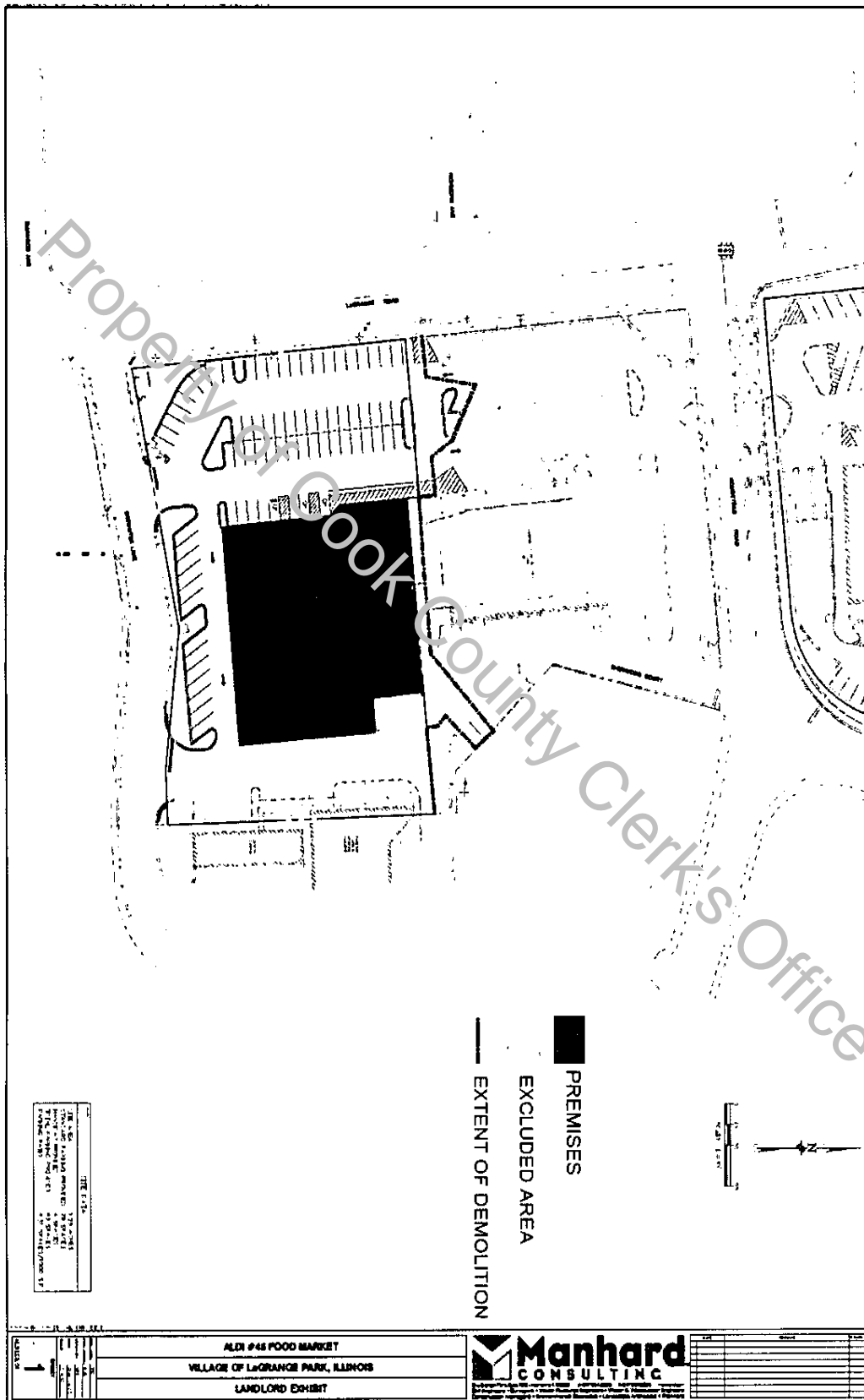


Daniel A. Jaster
Notary Public for Illinois

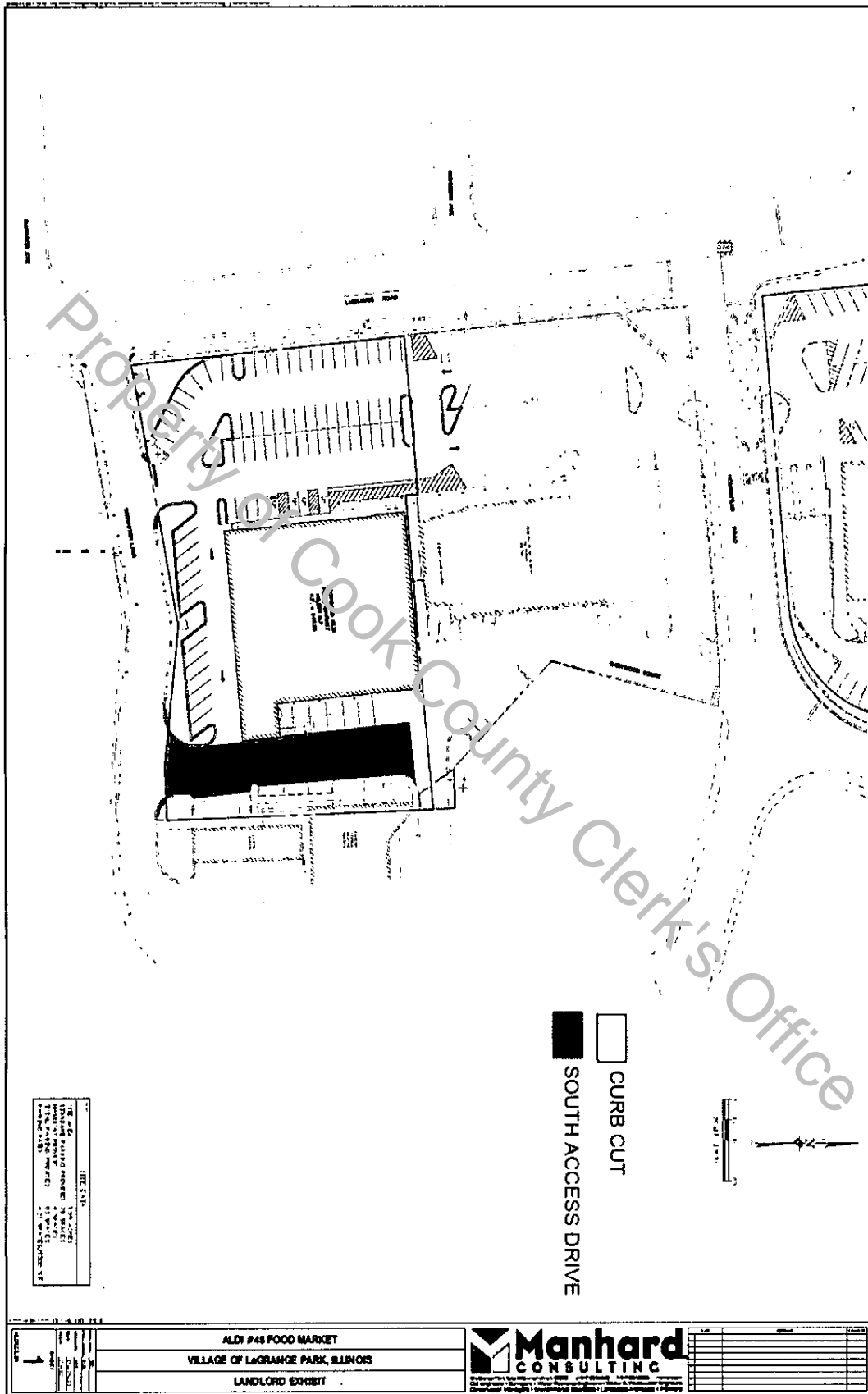
My Commission expires: Feb 20, 2023

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EXHIBIT A SITE PLAN

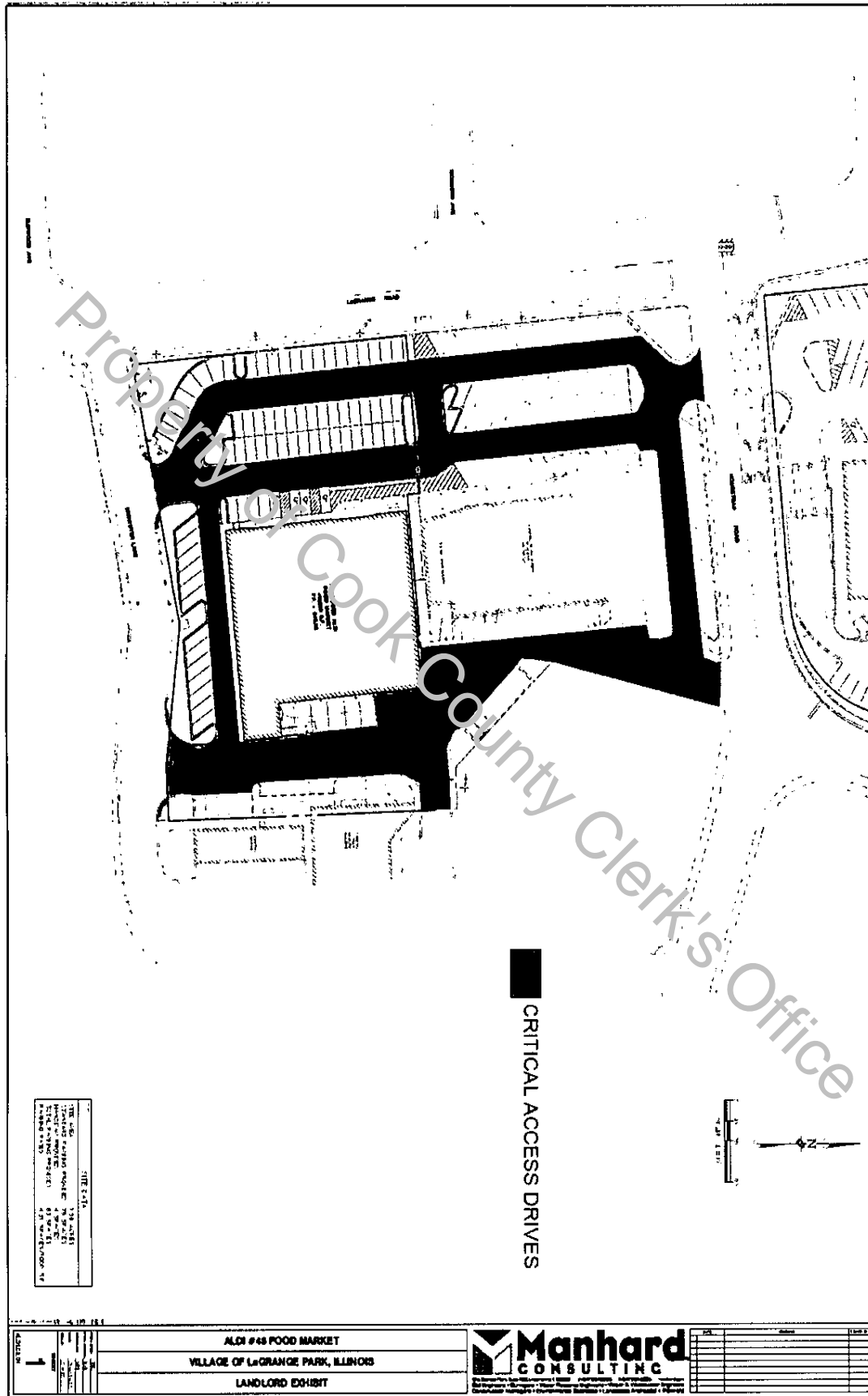


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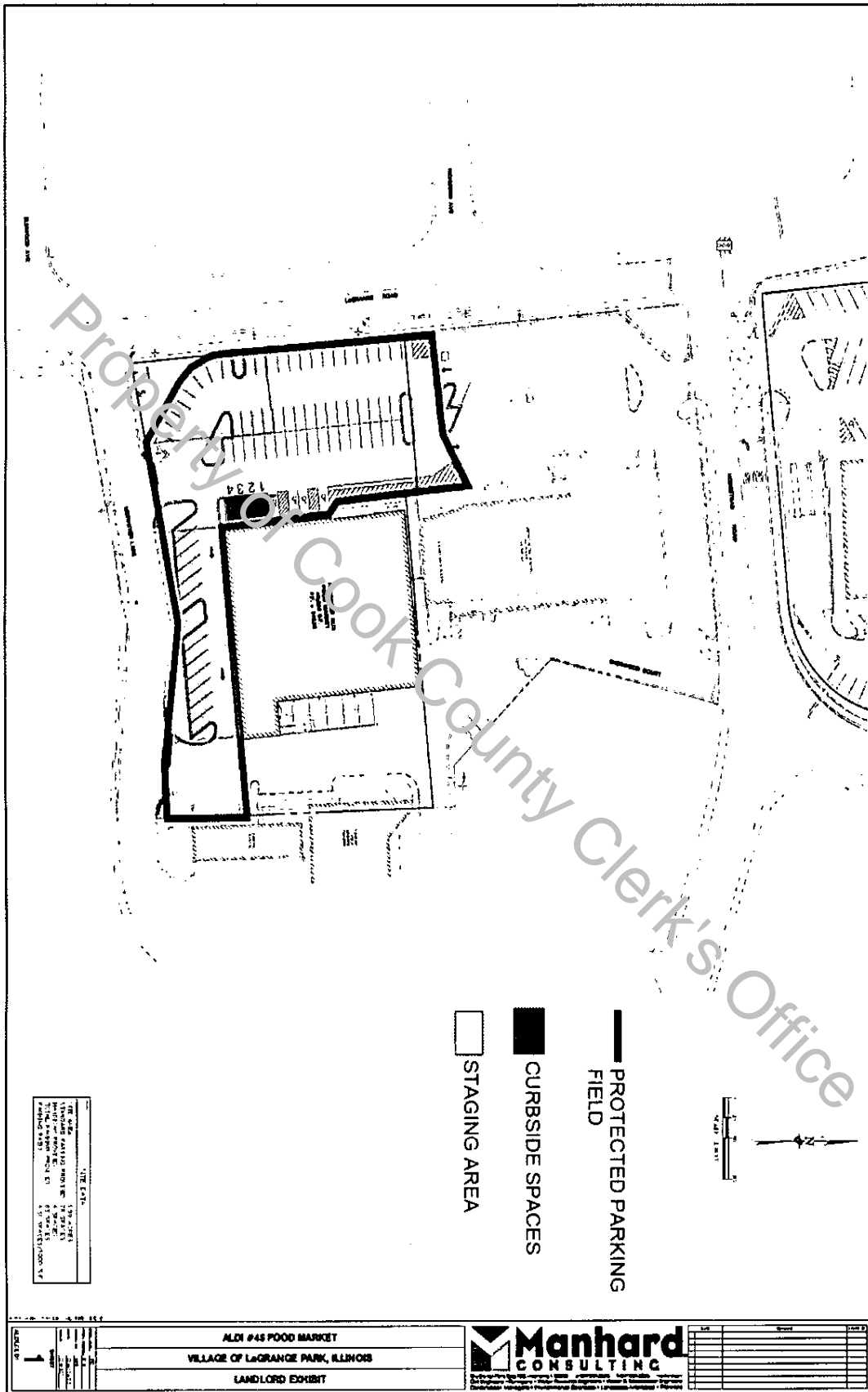




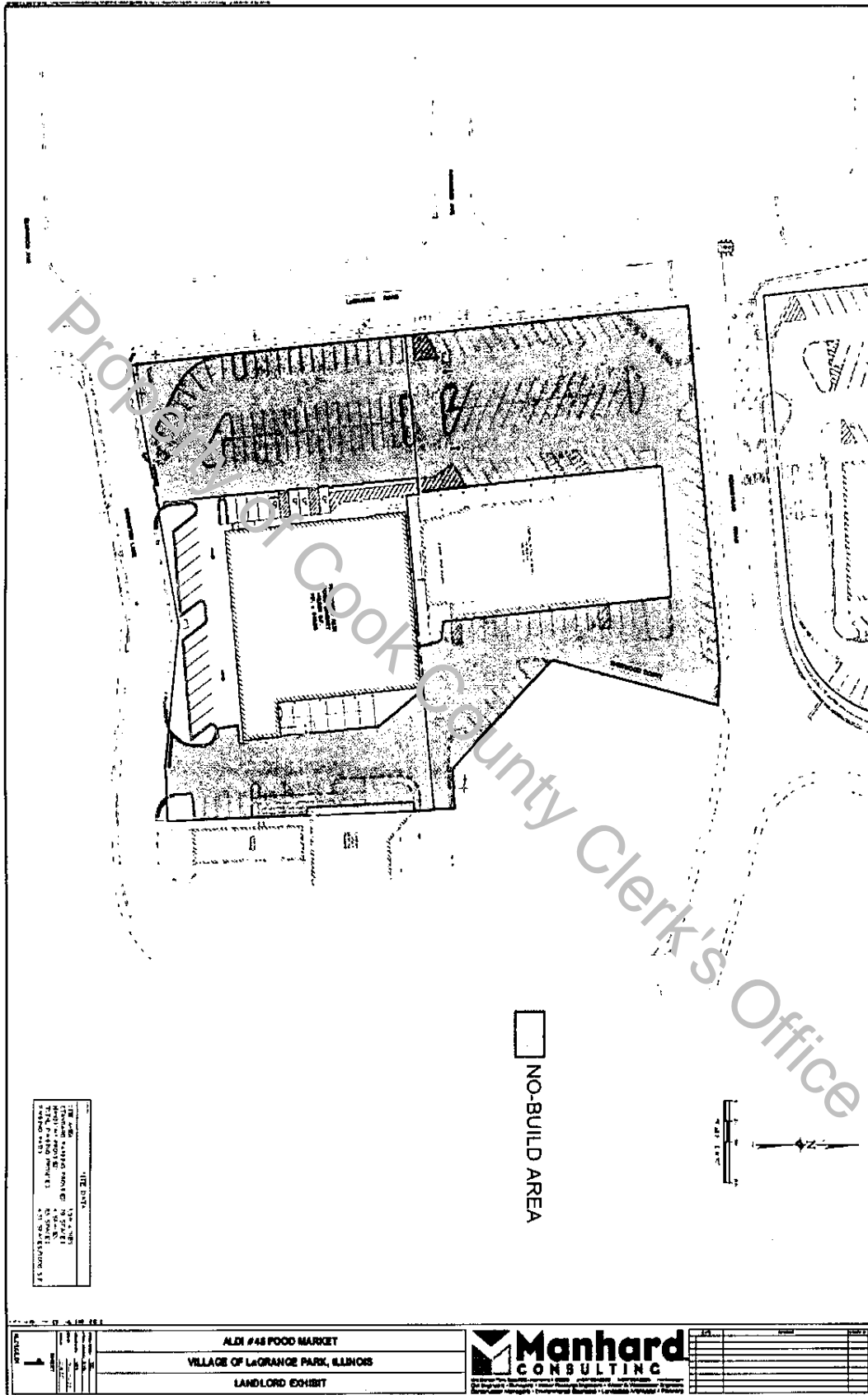
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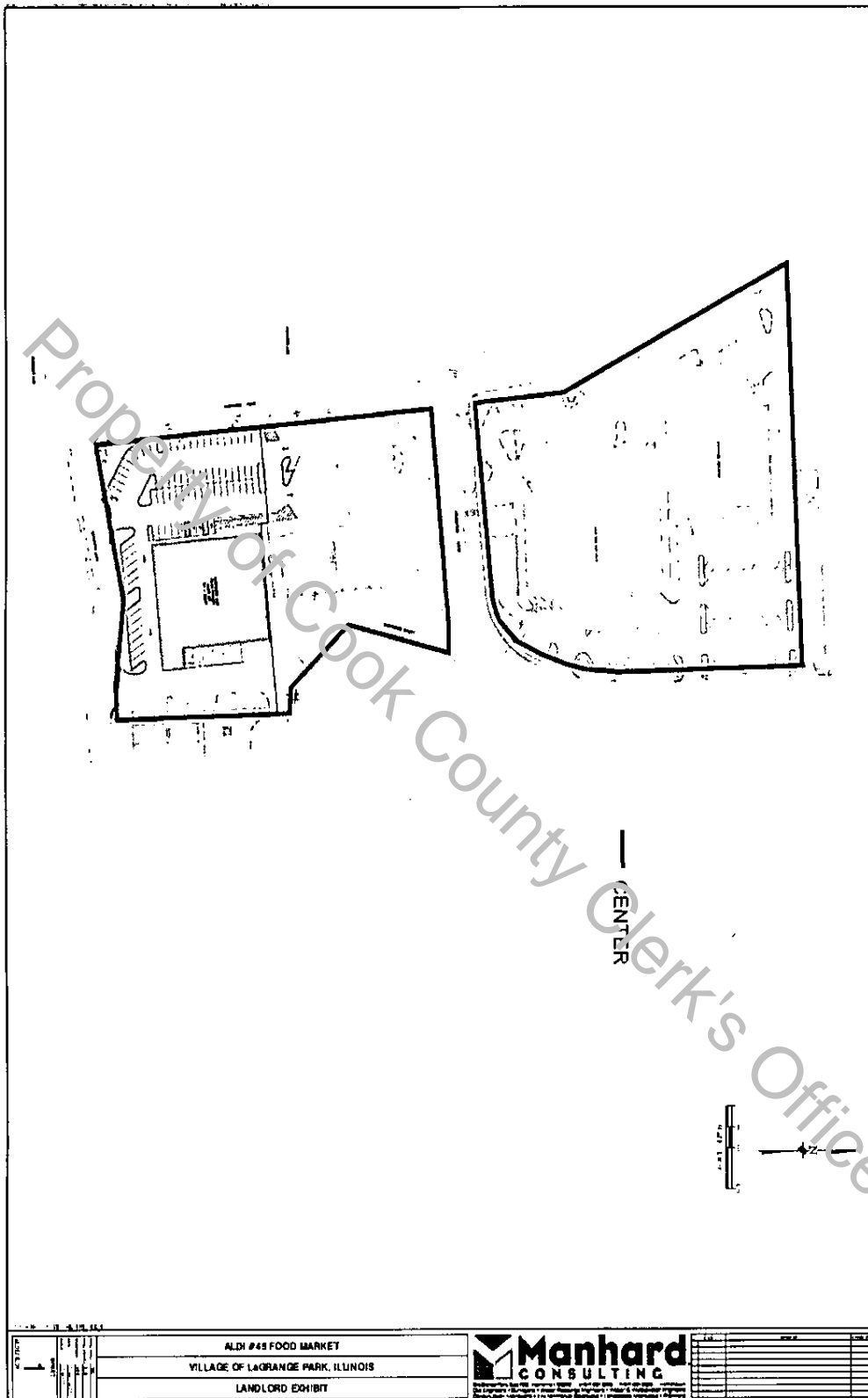


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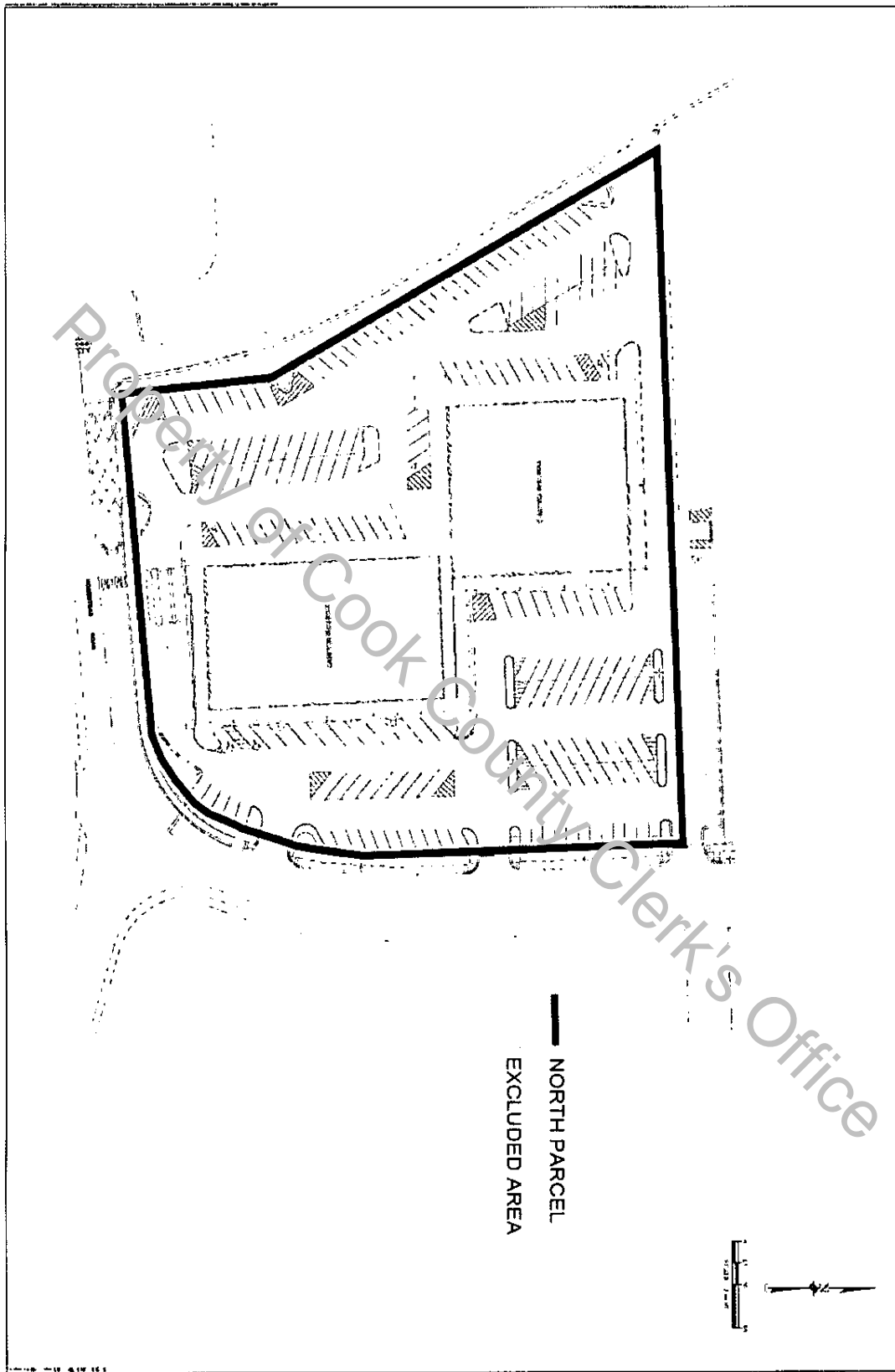




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EXHIBIT B-1 LEGAL DESCRIPTION OF CENTER

All that part of the South 1/2 of the South East 1/4 of Section 33, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded by Sherwood Road (on its Easterly side), Homestead Road (on its Southerly side), La Grange Road (on its Westerly side), and the North line of the South 1/2 of the South 1/2 of said Section 33 (on its Northerly side) according to the Plat thereof recorded October 29, 1946 as document 13927473:

All that part of the South 1/2 of the South 1/2 of Section 33, Township 39 North, Range 12 East of the Third Principal Meridian, described as follows: commencing at a point in the Easterly line of La Grange Road (formerly known as 5th Avenue) a distance of 406.01 feet measured along said Easterly line of La Grange road, Northerly from the South line of Section 33 aforesaid and running thence North 80 degrees 59 minutes East, a distance of 192.93 feet; thence South 81 degrees 45 minutes East, a distance of 102.86 feet; thence East 40 feet to a point 420 feet North of the South line of said Section 33, and 2150.93 feet West of the East line of Said Section; thence North along a line parallel with and 2150.93 feet West of the East Line of said Section 33, a distance of 230 feet; thence West along a line parallel with and 650 feet north of the South Line of Section 33 aforesaid to a point 316.95 feet east of the easterly line of La Grange Road, measuring said distance of 316.95 feet along said line parallel with and 650 feet North of the South line of Said Section 33; thence North 42 degrees 55 minutes West, a distance of 109.23 feet along the westerly boundary of Block 'B' of 'the Homestead', a subdivision in said South 1/2 of said South 1/2 of said Section 33, according to the Plat recorded in the office of the recorder's Office of Deeds of Cook County, Illinois as document 13931465; thence continuing along the westerly boundary of 'The homestead' aforesaid, North 16 degrees 42 minutes East, a distance of approximately 137 feet to the Southerly line of Homestead Road as designated on the Plat recorded in the Office of the aforesaid recorder of deeds as document 13927473; thence Westerly along said South line of said Homestead Road to its intersection with the Easterly line of La Grange Road; thence Southerly along said Easterly line of La Grange Road; a distance of 444.97 feet more or less to the place of beginning in Cook County, Illinois

PIN #: 15-33-414-040-0000

15-33-414-042-0000

Map Address: 333 N. LaGrange Rd, LaGrange Park IL.
60526

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EXHIBIT B-2 LEGAL DESCRIPTION OF PREMISES

PART OF THE SOUTH HALF OF THE SOUTH HALF, SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT IN THE EASTERLY RIGHT OF WAY LINE OF LA GRANGE ROAD (FORMERLY KNOWN AS 5TH AVENUE), A DISTANCE OF 406.01 FEET MEASURED ALONG SAID EASTERLY RIGHT OF WAY LINE OF LA GRANGE ROAD, NORTHERLY FROM THE SOUTH LINE OF SECTION 33 AFORESAID, THENCE NORTH 78 DEGREES 45 MINUTES 31 SECONDS EAST, A DISTANCE OF 127.60 FEET; THENCE NORTH 11 DEGREES 14 MINUTES 29 SECONDS WEST, A DISTANCE OF 47.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84 DEGREES 34 MINUTES 00 SECONDS EAST, A DISTANCE OF 158.33 FEET; THENCE NORTH 05 DEGREES 26 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.50 FEET; THENCE SOUTH 84 DEGREES 34 MINUTES 00 SECONDS WEST, A DISTANCE OF 24.67 FEET; THENCE NORTH 05 DEGREES 26 MINUTES 00 SECONDS WEST, A DISTANCE OF 40.25 FEET TO THE NORTHEASTERLY EXTENSION OF THE NORTH FACE OF THE SOUTH CONCRETE FOUNDATION WALL OF THE BREEZEWAY; THENCE SOUTH 84 DEGREES 34 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE EXTENDED WESTERLY, A DISTANCE OF 140.67 FEET; THENCE SOUTH 05 DEGREES 26 MINUTES 00 SECONDS EAST, A DISTANCE OF 54.18 FEET; THENCE SOUTH 50 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 9.90 FEET; THENCE SOUTH 05 DEGREES 26 MINUTES 00 SECONDS EAST, A DISTANCE OF 87.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,963 SQUARE FEET, (0.527 ACRES) MORE OR LESS.

PIN # 15-33-414-040-0000 +
15-33-414-042-0000

Prop Address: 333 N. LaGrange Rd, LaGrange, ILL. 60526

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EXHIBIT C Aldi Imposed Prohibited Uses

The following uses are prohibited in the Center as provided in Section 6.1(a)(ii) of the Lease:

- (a) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales. Notwithstanding the foregoing, a first-class national and/or regional liquor store operator operating at least 15 or more locations, such as Total Wine shall not be prohibited by the foregoing; provided, however, unless Landlord receives Tenant's prior written approval (which approval shall be in Tenant's sole and absolute discretion), this provision permitting certain liquor store operators shall not apply to or benefit Binny's Beverage Depot (or any other operator related thereto), and a micro brewery or micro distillery shall not be prohibited by the foregoing on that portion of the Center referred to herein and depicted on the Site Plan as the "**North Parcel**".
- (b) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;
- (c) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
- (d) a pool or billiard hall; arcade;
- (e) night club or dance club;
- (f) movie theater or cinema;
- (g) gym or health club greater than 5,000 square feet. Notwithstanding the foregoing, the foregoing restriction shall not apply to the North Parcel;
- (h) school or learning center having more than thirty students at any one time, provided that a Huntington Learning Center, Mathnasium, Kumon or other similar learning center shall not be restricted. Further, this restriction is not applicable to such uses on the lower level the portion of the Center depicted on the Site Plan as the "**Excluded Area**" so long as Tenant's parking is not impacted by such uses;
- (i) children's play or party center; trampoline center; laser tag operation; skating rink; bowling alley; race track; go-karting track; provided, however, such use shall be permissible if the use is located a minimum of 250 feet from Tenant's entrance and does not impact the Protected Parking Field;

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- (j) telemarketing; polling and surveying center; office use (other than doctor's offices, retail offices such as a bank, financial services, real estate office, dentist or similar use or office uses within and ancillary to a permitted retail use); provided however, this restriction is not applicable to such uses on the lower level the Excluded Area so long as Tenant's parking is not impacted by such uses. Notwithstanding the foregoing, the foregoing restriction shall not apply to the North Parcel;
- (k) an abortion clinic; Planned Parenthood;
- (l) a pet store; except, however, a national or regional pet store (e.g. Petsmart or Petco or similar business) shall be permitted if the location of such use is not adjacent to the Premises;
- (m) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles;
- (n) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance); mobile home sales; living quarters; hotel; apartment building;
- (o) off-track betting establishment; bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);
- (p) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt, or loud noises;
- (q) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;
- (r) a public or private nuisance;
- (s) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation. Notwithstanding the foregoing, a micro brewery or micro distillery shall not be prohibited by the foregoing restriction on the North Parcel;
- (t) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
- (u) a gun/firearms shop or gun/firearms range;
- (v) a pawn shop, tattoo parlor or flea market;
- (w) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods. Notwithstanding the foregoing, a "Good Will" or "Salvation Army" shall not be prohibited on the North Parcel by the foregoing restriction;
- (x) a store dedicated to the sale of tobacco products;
- (y) a mortuary or funeral home;

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- (z) a church or other place of worship; banquet hall; auditorium or meeting hall;
- (aa) the outdoor display, sale or storage of merchandise (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.) except outdoor display or sale of merchandise will be allowed, subject to Applicable Law, up to 4 times per calendar year on a temporary basis provided that the same is operated in a first-class manner; and/or
- (bb) carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.

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