

INDENTURE OF LEASE (SHORT FORM)

THIS INDENTURE OF LEASE made and entered into as of the 16th day of August, 1991, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated November 13, 1989 and known as Trust Number 109406-09 (herein called "Landlord"), and DOMINICK'S FINER FOODS, INC., a Delaware corporation (herein called "Tenant").

DEF-01 RECEIVING \$118.00
14333 TRAN 1147 10/03/91 14:13:00
\$6532 * * * - 91 - 917021
COOK COUNTY RECORDER

91517021 WITNESSETH: That

WHEREAS, Landlord will on or before September 30, 1991, become the owner of a parcel of real property (herein called the "Shopping Center Parcel"), legally described in Exhibit A attached hereto and made a part hereof, commonly known as The Westport Commons Shopping Center located at the northwest corner of 87th Street and Kedzie Avenue, Chicago, Illinois, and proposes to develop upon the Shopping Center Parcel buildings and other improvements constituting a modern shopping center (herein called the "Shopping Center"), in accordance with the development plan (herein called the "Site Plan") attached hereto as Exhibit B; and

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WHEREAS, Landlord desires to let and lease unto Tenant, and Tenant is willing to lease and hire from Landlord a portion of the Shopping Center Parcel cross-hatched on Exhibit B (herein called the "Dominick's Parcel"), upon which shall be constructed a store building and related improvements (herein called the "Dominick's Building"); and the Dominick's Parcel, together with the Dominick's Building being herein called the "Premises" together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto, all for the term, upon the rentals and subject to the terms, provisions, conditions and agreements in that certain Indenture of Lease dated November 30, 1989 as amended and restated in its entirety by that certain Amendment and Restatement of Lease dated August 16, 1991 (said Indenture of Lease as amended by said Amendment and Restatement of Lease being hereinafter collectively referred to as the "Long Form Lease".

72-74-781 J

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained in the Long Form Lease and of the mutual agreements herein contained, and for \$10 and other good and valuable considerations in hand paid by each party hereto to the other, the receipt and sufficient of all of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Agreement of Lease. Landlord hereby leases and lets unto Tenant, and Tenant hereby takes, leases and hires from Landlord, the Premises, together with all appurtenances and rights hereinafter granted with respect to the Common Areas (as hereinafter defined), all for the Term, upon the rentals and subject to all of the terms, provisions and conditions in the Long Form Lease.

Initial Term. The Initial Term of this Lease (herein called the "Initial Term") shall commence on the Commencement Date, as defined in the Long Form Lease and shall continue thereafter until the last day of the 20th Lease Year, as defined in the Long Form Lease.

Extended Terms. The Term of this Lease shall be automatically extended for four (4) consecutive periods of five (5) years each (herein generally called the "Extended Terms"), the first such

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Extended Term commencing immediately following the expiration of the Initial Term and each successive Extended Term commencing following the expiration of the preceding Extended Term all upon the same terms, provisions and conditions prevailing during the Initial Term, including, without limitation, the rentals reserved herein.

Termination of the Term. The Initial Term and any Extended Term may be terminated:

(a) Pursuant to any provision or right of termination elsewhere set forth in the Long Form Lease, or

(b) By Tenant at the end of the Initial Term or at the end of any Extended Term upon written notice to Landlord given at least 180 days prior to the expiration of the Initial Term or Extended Term, as the case may be.

Definition of Common Areas. The sidewalks, driveways, parking areas, ramps, service areas (including loading and unloading facilities), Shopping Center signs, mall, public restrooms, recreation areas, landscaping, walkways, aisles, driveways for ingress and egress to and from the Shopping Center, buildings, and other facilities of the Shopping Center (excluding Outlots except for Outlot "C" which shall be considered as part of the Common Areas so long as Outlot "C" is to be used as Common Areas of the Shopping Center) designed for use by all occupants of the Shopping Center, as shown on the Site Plan, are herein together referred to as the "Common Areas".

Tenant's Right to Use. Landlord hereby grants to Tenant, its employees, customers, agents and invitees, without charge, a non-exclusive easement for the life of the Lease and the right to the free and unrestricted use, in common with others having business in the Shopping Center of all of the Common Areas and the exclusive easement and right to use that portion of the service areas, including loading and unloading facilities, designed for use with the Premises.

Exclusive Use. Landlord shall not, directly or indirectly, lease, use or permit to be used or occupied any part of the Shopping Center, other than the Premises, or any property within the radius of 5,000 feet of the Shopping Center in which Landlord or its beneficiary or any officer, director, shareholder or partner of Landlord or any such beneficiary shall directly or indirectly have any interest for the purpose of (a) a retail food store or department, (b) a supermarket, which may include the sale of proprietary drugs, paper goods, cleaning and kitchen equipment, sundries and all other items customarily carried or sold in a supermarket of the size and type of the Premises, (c) the sale of food or grocery items for consumption off the Premises, (d) the sale of alcoholic liquors in package form including without limitation, beer, wine and ale, (e) a drug store or prescription pharmacy or other purpose requiring a qualified pharmacist, (f) the sale of ethical and prescription drugs, or (g) the sale of proprietary medicines and remedies, and in connection therewith:

(i) The provisions of the above subsection (a), (b) and (c) of this Section shall remain in effect only so long as 50% or more of the Premises are used or are to be used as a retail food store or supermarket;

(ii) The provisions of subsection (d) of this Section shall remain in effect only so long as a portion of the Premises is used or is to be used to sell liquor; and

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(iii) The provisions of subsections (e), (f) and (g) shall remain in effect only so long as a portion of the Premises is used or is to be used as a drug store or prescription pharmacy or other purpose requiring a qualified pharmacist;

the provisions of this Section shall not apply to (A) the sale of confectionery items where the sale of such items is incidental to, and does not constitute a substantial part of, the main business of the seller of such confectionery items, and (B) the businesses specified in Exhibit "G" attached hereto in accordance with the provisions therein.

Prohibited Businesses. Landlord shall not, directly or indirectly, lease, use or permit to be used or occupied any part of the Shopping Center as a theatre, bowling alley, funeral parlor, office, restaurant, warehouse, game room, skating rink, billiard room, health spa or studio, gymnasium, massage parlor, adult book store, training or educational facility, manufacturing facility, or storage facility, flea market, tire/battery/automobile repair, except as follow:

(a) Offices incidental to the principal use of a business and offices not exceeding a combined total of 6,000 square feet of floor area shall be permitted outside of a radius of 200 feet from the perimeter of the Dominick's Building, except that offices not exceeding a combined total of 1,000 square feet of floor area shall be permitted in the rear half (north half) of the building which adjoins the Dominick's Building to the east designated on the Site Plan as "Retail Shops "A".

(b) Restaurants, including "fast food" type restaurants, shall be permitted within any Outlot, and restaurants, including "fast food" type restaurants not exceeding a combined total of 3,000 square feet of floor area shall be permitted within the Shopping Center outside a radius of 100 feet from the perimeter of the Dominick's Building.

Liquor Licenses. If at any time the sale or purveying of alcoholic beverages, including wine and beer, in package form shall be lawfully permitted to take place at the Shopping Center, Tenant shall have the right so to do and the right to obtain licenses and permits from Governmental Agencies for such purpose; and in connection therewith:

(a) Landlord covenants and agrees to cooperate with Tenant as Tenant may reasonably require, including the execution and/or joining in of applications for licenses and permits to enable Tenant to sell and purvey such alcoholic beverages, including wine and beer, in package form, at the Premises; and

(b) If only one license and/or permit can be obtained for the purpose of selling such alcoholic beverages, either in package form or by the drink, within the Shopping Center, Tenant shall have the exclusive right to such license and permit and Landlord shall not permit any other tenant of the Shopping Center to obtain any such license or permit prior to three (3) months after the date of the opening of the Tenant's business to the general public, and if Tenant makes application for such license within said exclusive period, then in addition for such additional time which is required to obtain a final approval or rejection of such application, Landlord shall not permit any other tenant of the Shopping Center to obtain any such license or permit during such period.

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Phase II. In the event Landlord or its beneficiary exercises its option to purchase Shopping Center Parcel II (as defined in the Long Form Lease), Shopping Center Parcel II is to be developed as a unified retail shopping center with the Shopping Center in accordance with the provisions of the Long Form Lease.

Conflicts. In the event of a conflict or discrepancy between the terms, conditions and provisions of the Long Form of Lease and this Short Form Lease, the Long Form Lease shall prevail.

Notice. The purpose of this instrument is to give notice of the existence of the tenancy created hereby and by the Long Form Lease, and of the existence of such Long Form Lease which, together with this instrument, constitutes the agreement between the parties hereto.

Trustee Exculpation. This Lease is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in such Trustee, and upon the express written direction of the beneficiary under the aforesaid Trust Agreement. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever, express or implied, against said Trustee personally, and in particular without limiting the generality of the foregoing said Trustee shall not have any personal liability to pay any indebtedness or any sums accruing hereunder or to perform any covenant, warranty, agreement or undertaking, either express or implied, herein contained, and that all such personal liability of said Trustee hereunder, of any nature, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right, interest or security under this Lease. The foregoing provisions are intended solely to exculpate AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO from individual liability hereunder, and nothing contained herein shall relieve Landlord's trust assets from any liability or obligation undertaken by Landlord in this Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated November 13, 1989 and known as Trust No. 109406-09

ATTEST:

By: Gregory S. Kasprzyk
Its: Secretary

By: [Signature]
Its: [Signature]

TENANT:

DOMINICK'S FINER FOODS, INC., a Delaware corporation

ATTEST:

By: Thomas D. Roth
Its: Assistant Secretary

By: [Signature]
Its: Vice President

H2M

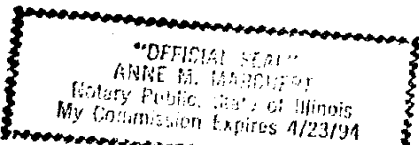
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STATE OF)
COUNTY OF)

I, ANNE M. MARCHERT, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that IT WILLIAM F. ILLI, as VICE President and Gregory S. Kozlowski, as SECRETARY Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated November 13, 1989 and known as Trust No. 109406-09, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and SECRETARY Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this SEP 30 1991 day of SEPTEMBER, 1991.

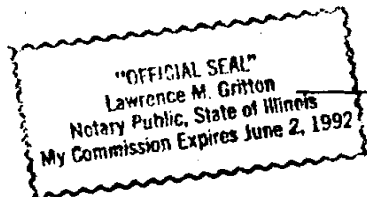


Anne M. Marchert
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

I, LAWRENCE M. GRITTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE L FRYE, as VICE President of DOMINICK'S FINER FOODS, INC., a Delaware corporation, and THOMAS D. ROTT, as ASSISTANT Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASSISTANT Secretary of said Corporation, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said ASSISTANT Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of SEPTEMBER, 1991.



Lawrence M. Gritton
Notary Public

Prepared by + mail to:
Lawrence M. Gritton
Katz Randall + Weinberg
200 N. LaSalle, Chicago IL 60601

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EXHIBIT "G"

Purposes of types of businesses which shall not violate Sections 19.1 and 19.2 of the Long Form Lease:

1. The following types of business which shall be at least 200 feet distance from the Premises demised to Tenant except as to any Outlot:

(a) One donut shop such as Dunkin Donuts or Winchell's Donut House.

(b) Two ice cream and/or yogurt parlors such as Baskin Robbins, Bresslers, Swensons or TCBY.

(c) One candy store such as Fannie May or Fannie Farmer.

(d) One cookie store, such as Mrs. Fields.

2. Fast food restaurants, if specifically permitted under Section 19.2 of the Lease, such as pizza or chinese foods, and subject to the provisions of Section 19.2 of the Lease.

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EXHIBIT "A"

Legal Description of Shopping Center Parcel

That part of the East 1204.31 feet of the South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of said Southeast $\frac{1}{4}$ of Section 35, thence South $90^{\circ} 00' 00''$ West along the South line of said Southeast $\frac{1}{4}$, 944.09 feet; thence North $00^{\circ} 06' 27''$ East along a line parallel with the East line of said Southeast $\frac{1}{4}$, 715.00 feet; thence North $90^{\circ} 00' 00''$ East, 272.48 feet; thence North $00^{\circ} 00' 00''$ East, 48.00 feet; thence North $90^{\circ} 00' 00''$ East, 671.70 feet to the East line of said Southeast $\frac{1}{4}$; thence South $00^{\circ} 06' 27''$ West, 763.00 feet to the point of beginning, excepting therefrom those parts taken for highway purposes in Kedzie Avenue and 87th Street by Document No. 21039082, all in Cook County, Illinois.

19-35 421-037

VACANT.

NORTHWEST CORNER OF 87th
+ KEDZIE, CHICAGO, IL

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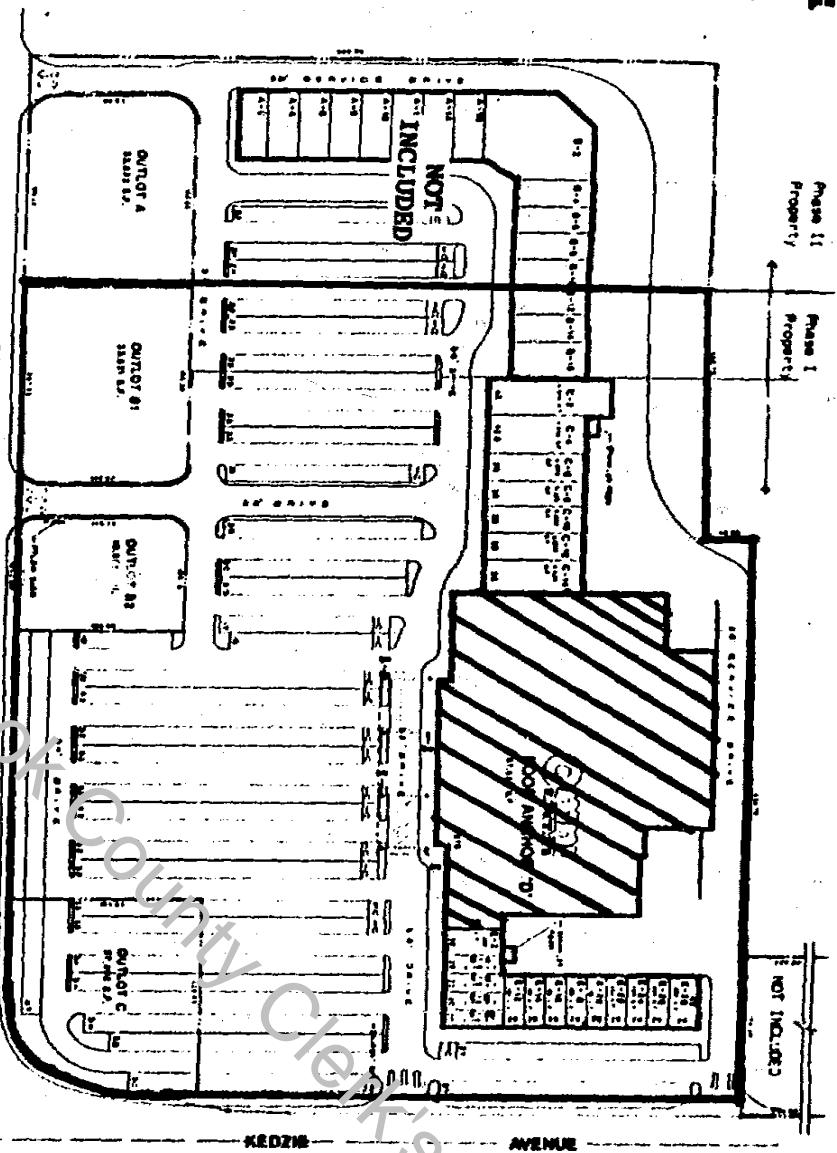


EXHIBIT "B"

WESTPORT COMMONS SHOPPING CENTER

SITE PLAN



MANAGED BY:
VONERRA
 VENTURA SALES AND MANAGEMENT CO.
 228 SEASIDE WILSONVILLE CORNER
 THE GALLERIA
 17800 537-9414

8600007 0000
 (424) 861-1818

COLDWELL BANKER COMMERCIAL

91517021

SITE DATA

SITE AREA	118.3 ACRES
BUILDING AREA	
PHASE I	
ANCHOR	87,529 S.F.
RETAIL	42,630 S.F.
PHASE II	
RETAIL	48,843 S.F.
TOTAL (D.L.A.)	180,000 S.F.
PARKING PROVIDED	
PHASE I	778 SPACES
PHASE II	5,871,000

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