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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN
TO:

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Katz Randall & Weinberg
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Suite 1800
Chicago, Illinois 60606
(312) 807-3800
Box 340
KRW File No. 02596.14400

. DEPT-01 RECORDING \$33.00
. T#0009 TRAN 1118 01/26/98 09:46:00
. #1458 # CG *-98-064977
. COOK COUNTY RECORDER

This space reserved for Recorder.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 20th day of November, 1997, by and between DODI SCHAUMBURG L.L.C., an Illinois limited liability company (the "Landlord"), and DOMINICK'S FINER FOODS, INC., a Delaware corporation (the "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a parcel of real property (the "Shopping Center Parcel"), legally described on Schedule I attached hereto and made a part hereof, which is a part of a parcel of property commonly known as the Schaumburg Town Square located at the Southwest corner of Schaumburg Road and Roselle Road, Schaumburg, Illinois, and has developed upon the Shopping Center Parcel buildings and other improvements constituting a modern shopping center (the "Shopping Center"), in accordance with the site plan (the "Site Plan") attached as Exhibit B to the Indenture of Lease (as hereinafter defined); and

WHEREAS, Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord a portion of the Shopping Center Parcel outlined in red on the Site Plan (the "Dominick's Parcel"), upon which shall be constructed a store building and related improvements (the "Dominick's Building"; 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 October 27, 1995 entered into between

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BOX 333-CTI

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Landlord and Tenant (herein referred to as the "Indenture of Lease").

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained, and for Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. To the extent not otherwise defined in this Memorandum of Lease, all capitalized terms shall have the same meaning as are ascribed to them in the Indenture of Lease.

2. Agreement of Lease. Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord, the Dominick's Parcel together with the Dominick's Building 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 contained in the Indenture of Lease.

3. Preliminary Term. The Preliminary Term of the Indenture of Lease (the "Preliminary Term") shall commence on the date hereof and shall continue thereafter until the Commencement Date.

4. Initial Term. The Initial Term of the Indenture of Lease (the "Initial Term") shall commence on the Commencement Date and shall continue thereafter until the last day of the twentieth (20th) Lease Year.

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

6. 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 Indenture of 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 nine (9) months prior to the expiration of the Initial Term or Extended Term, as the case may be.

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7. 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 designed for use by all occupants of the Shopping Center, as shown on the Site Plan, are herein collectively referred to as the "Common Areas".

8. Tenant's Right to Use. Landlord has granted to Tenant, and its assignees, their subtenants, licensees, concessionaires, employees, customers, agents and invitees, without charge, a non-exclusive perpetual easement for the Term of the Indenture of 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 an exclusive easement and right to use that portion of the service areas, including loading and unloading facilities, designed for use with the Premises. Landlord has also granted to Tenant the right to use such portions of the Common Areas as may be reasonably required by Tenant in order to perform any maintenance, repairs or reconstruction of the Premises pursuant to the provisions of the Indenture of Lease. Landlord has further granted Tenant the benefit of any easements in favor of Landlord with respect to the remaining portions of the Schaumburg Town Center as set forth in the Declaration of Easements and Protective Covenants for Town Square Shopping Center (the "Declaration"), subject to the terms and provisions of the Declaration.

9. Exclusive Uses. As long as fifty (50%) percent or more of the Premises are used or are to be used as a retail food and/or drug store or supermarket, Landlord has agreed that it 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, if Landlord is a trust, its beneficiary or any officer, director, shareholder or partner of Landlord or any such beneficiary shall directly or indirectly have an interest for the purpose of: (i) a retail food store or department, (ii) a supermarket, (iii) the sale of food or grocery items for consumption off the premises, (iv) the sale of alcoholic liquors in package form including without limitation, beer, wine and ale, (v) a drug store or prescription pharmacy or other purpose requiring a qualified pharmacist, (vi) the sale of ethical and prescription drugs, (vii) the sale of proprietary medicines and remedies, or (viii) the sale of health and beauty aids. Notwithstanding the foregoing, Tenant has agreed that the Landlord shall have the right to lease space within the Shopping Center for the following purposes:

- (a) the sale of confectionery items where the sale of such items is incidental to, and does not constitute a

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substantial part of, the main business of the seller of such confectionery items;

- (b) coffee shops;
- (c) bagel stores;
- (d) breweries/pubs;
- (e) restaurants, provided that any such restaurant does not have more than twelve (12) feet of display cases for the sale of items for consumption off the Premises which items would violate the exclusive provided to Tenant under this Section 9 (e.g. bakery products, desserts);
- (f) stores that sell "premier" health and beauty aids (e.g. Bodyshop/H2O) shall be permitted; but a discount health and beauty aids store (e.g. Ultra 3) shall not be permitted;
- (g) ice cream/yogurt shops;
- (h) donut shops; and
- (i) candy stores.

10. **Prohibited Businesses.** Landlord has agreed that it 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, disco, musical/dance reviews, dancehall, nightclub, car wash, automotive repair facility, warehouse, game room, skating rink, billiard room (except if it is part of a full service sit-down restaurant), health spa or studio, gymnasium, massage parlor, adult book store, gun shop or firing range, training or educational facility, library, off track betting parlor or facility, salvage shop, for the renting, leasing or sale of any motor vehicles, boats or trailers or for the purpose of manufacturing, except that restaurants, including "fast food or carryout" type restaurants shall be permitted within the Outlot; subject to the provisions of Section 9(e) above; and restaurants not to exceed 8,000 square feet in the aggregate shall be permitted in the Shopping Center subject to the restrictions set forth in Section 9(e) above.

11. **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, Landlord has agreed that Tenant shall have the right so to do and the exclusive right to obtain licenses and permits from Governmental Agencies for such purpose; and in connection therewith:

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(a) Landlord has covenanted and agreed 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.

12. Conflicts. In the event of a conflict or discrepancy between the terms, conditions and provisions of the Indenture of Lease and this Memorandum of Lease, the Indenture of Lease shall prevail.

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

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

LANDLORD:

DODI SCHAUMBURG L.L.C., an Illinois limited liability company

By: [Signature]
Its: VICE PRESIDENT

TENANT:

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

By: Robert A. Marcano
Its: PRESIDENT

ATTEST:

By: [Signature]
Its: SECRETARY

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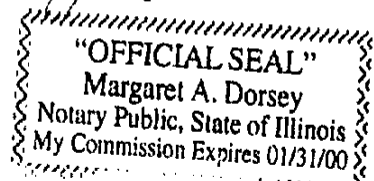
STATE OF ILLINOIS)
COUNTY OF COOK)

I, Margaret A. Dorsey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George L. Faye, as Vice President of DODI SCHAUMBURG L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of ~~December~~, 1998.
January

Margaret A. Dorsey
Notary Public

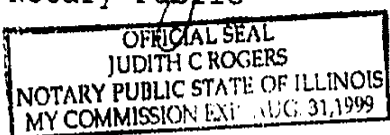
STATE OF ILLINOIS)
COUNTY OF COOK)



I, JUDITH C. ROGERS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT A. MARINO, as President of DOMINICK'S FINER FOODS, INC., a Delaware corporation, and DEBORAH C. PASKIN, as 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 President and 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 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 13th day of ~~December~~, 1998.
JANUARY

Judith C. Rogers
Notary Public



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SCHEDULE "I"

Lot 1 in Town Square Resubdivision, being a Resubdivision of Lot 2 of Town Square Shopping Center Subdivision, and Lots 1, and 2 of Wilk's Subdivision, and part of the Northeast 1/4 of the Southwest 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, lying and being in the Village of Schaumburg, Cook County, Illinois.

COMMONLY KNOWN AS: 200 S. Roselle Rd.
SCHAUMBURG, IL 60194

PERMANENT INDEX No's. 07-22-301-029, 030, 031 + 033
AND PART OF 032, 034 + 040

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