

9

2015 020947

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 APR -9 AM 11:54

MICHAEL B. BROWN  
RECORDER

PREPARED BY AND RECORDING REQUESTED BY:

Ross Dress For Less, Inc.

AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.  
5130 Hacienda Drive  
Dublin, CA 94568-7579

↑ Attn.: Mike Dail, Esq.  
Real Estate Law Department

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

MEMORANDUM OF LEASE

**STOP**

1 Assessor's Parcel Number/PIN: 45-02-01-251-001.000-23

2 1. This Memorandum of Lease is effective upon recordation and is entered into  
3 by and between **MARINA DISTRICT DEVELOPMENT LLC**, an Indiana limited  
4 liability company ("**Landlord**"), having its principal place of business at care of Oakridge  
5 Properties LTD, 2200 N. Huntington Drive, Algonquin, Illinois 60102, and **ROSS DRESS**  
6 **FOR LESS, INC.**, a Virginia corporation ("**Tenant**"), having its principal place of business  
7 at 5130 Hacienda Drive, Dublin, CA 94568-7579, who agree as follows:

8 2. By written lease (the "**Lease**"), Landlord leases to Tenant and Tenant hires  
9 from Landlord a portion of the real property located in the City of Hammond, County of  
10 Lake, State of Indiana described in Exhibit A attached hereto, for a term of approximately  
11 ten (10) years which term is subject to extension by Tenant for four (4) additional periods of

Store No. 1787, "North Hammond"  
Marina Gateway  
Hammond, IN  
JMD.038

MEMORANDUM OF LEASE  
Page 1 of 8

03/23/2015  
FINAL

27.00  
CR# 3816  
CP2

1 five (5) years each. The Exhibit A lands are sometimes herein referred to as the "Shopping  
2 Center."

3 3. Landlord has granted Tenant and its authorized representatives and invitees  
4 the nonexclusive right to use the Shopping Center common area with others who are  
5 entitled to use those areas subject to Landlord's rights as set forth in the Lease.

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

8 "3.2.1. Retail Use.

9 (a) General Rule. Tenant has entered into this Lease in reliance  
10 upon representations by Landlord that Landlord's Parcel is and shall remain  
11 retail in character, and, further, no part of Landlord's Parcel shall be used for  
12 office or residential purposes, or as a theater, auditorium, meeting hall,  
13 school, church or other place of public assembly, "flea market," mortuary,  
14 veterinary services or pet vaccination clinic or overnight stay pet facilities  
15 (except as provided in Section 3.2.1(b)(i) below), health club/gymnasium,  
16 dance hall, billiard or pool hall, massage parlor, video game arcade, bowling  
17 alley, skating rink, car wash, facility for the sale, display, leasing or repair of  
18 motor vehicles, night club, bar, sports bar, or any restaurant where the on  
19 premises consumption of alcohol exceeds fifty percent (50%) of gross sales  
20 (excluding Buffalo Wild Wings, Elephant Bar and BJ's Brewhouse regardless  
21 of the percentage sale of alcohol, and other similar establishments, provided  
22 that such establishments shall be subject to the restriction below on  
23 restaurants and High Intensity Parking Users), facility offering gambling to  
24 the public (including any so called Internet café that offers gambling to the  
25 public, off track betting facility, casino or gaming facility), provided that the  
26 incidental sale of lottery tickets shall be permitted, the sale of adult products  
27 or adult bookstores or adult audio/video products stores (which are defined  
28 as stores in which at least ten percent (10%) of the inventory is not available  
29 for sale or rental to children under the age of majority in the state in which  
30 the Store is located because such inventory explicitly deals with or depicts  
31 human sexuality). No ATM or similar machine shall be permitted in the  
32 Shopping Center within one hundred (100) feet of the front and side  
33 perimeter walls of the Store, except if located wholly within the interior of  
34 another tenant's or occupant's premises. Landlord shall not permit the sale  
35 of whole bean or ground coffee in the Shopping Center by a nationally  
36 known specialty coffee retailer, having (i) one thousand (1,000) stores or  
37 more, and (ii) leasing or occupying up to five thousand (5,000) square feet of  
38 Leasable Floor Area, provided, however, that this restriction shall not apply  
39 to Dunkin Donuts, Tim Horton's, Peet's Coffee or Caribou. Landlord shall  
40 not lease space nor allow space to be occupied in the Shopping Center by  
41 any occupant other than Tenant, whose use of the space shall be for a  
42 discount apparel store with seven thousand (7,000) square feet of Leasable

1 Floor Area or more, such as Melrose. Further, no restaurant or other “High  
2 Intensity Parking User” (as hereinafter defined) shall be permitted in  
3 Landlord’s Parcel within four hundred (400) feet of the front and side  
4 perimeter walls of the Store. A “High Intensity Parking User” is a tenant or  
5 occupant whose use requires more than five (5) parking spaces per one  
6 thousand (1,000) square feet of Leasable Floor Area in accordance with  
7 either customary shopping center practices or governmental regulations,  
8 whichever has a higher parking requirement. The foregoing use restrictions  
9 are referred to herein as the Ross Prohibited Uses.

10 (b) Exceptions to Retail Use. Notwithstanding the provisions set  
11 forth in Section 3.2.1(a) above, the following uses shall be permitted in the  
12 Shopping Center:

13 (i) Pet Store Retailer. Veterinary services (including  
14 vaccination clinics) or overnight-stay pet facilities shall be permitted in the  
15 Shopping Center as incidental to the operation of a full service national or  
16 regional Pet Store Retailer (such as Petsmart or Petco), provided that such  
17 Pet Store Retailer is not located within one hundred forty-five (145) feet  
18 from the front and side perimeter walls of the Store.”

19 “15.3. Protection.

20 Without the prior written consent of Tenant, which consent may be  
21 withheld in the absolute and sole discretion of Tenant, no tenant or occupant of  
22 the Shopping Center (other than Tenant) may use, and Landlord, if it has the  
23 capacity to do so, shall not permit any other tenant or occupant of the Shopping  
24 Center to (a) use its premises for the Off Price Sale (as hereinafter defined) of  
25 merchandise, or (b) use more than ten thousand five hundred (10,500) square  
26 feet of Leasable Floor Area of its premises for the sale of apparel (except for  
27 discount department stores in excess of eighty five thousand (85,000) square feet  
28 of Leasable Floor Area), or (c) use in excess of ten thousand five hundred  
29 (10,500) square feet of Leasable Floor Area of its premises for the sale of any of  
30 the other types of merchandise specified in Section 15.1 above. For purposes of  
31 this Section 15.3, “Off Price Sale” shall mean the retail sale of merchandise on an  
32 everyday basis at prices reduced from those charged by full price retailers, such  
33 as full price department stores; provided, however, this definition shall not  
34 prohibit sales events by a retailer at a price discounted from that retailer’s  
35 everyday price. (As of the Effective Date, examples of Off Price Sale retailers  
36 include such retailers as T.J. Maxx, Marshalls, A.J. Wright, Paredes, Nordstrom  
37 Rack, Goody’s, Factory 2U, Burlington Coat, Steinmart, Filene’s Basement,  
38 Gordmans and Beall’s Outlet.) Notwithstanding the foregoing, the restrictions  
39 contained in this Section 15.3 shall not apply to the operation of a Dollar Tree or  
40 its corporate affiliates or its successors by merger”

1           5.       The provisions of the Lease to be performed by Landlord whether to be  
2 performed at the Tenant's store, or any other portion of the Shopping Center, whether  
3 affirmative or negative in nature, are intended to and shall bind the Landlord, its successors  
4 and assigns at any time and shall inure to the benefit of Tenant, its successors and assigns.

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

7                       Contents of Memorandum of Lease:  
8                       Paragraphs    1-6  
9                       Exhibit A -   Legal Description  
10                      Exhibit B -   Site Plan

11                     **IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this  
12 Memorandum of Lease on this 24 day of March, 2015.

**LANDLORD:**  
**MARINA DISTRICT DEVELOPMENT LLC,**  
an Indiana limited liability company

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

By: OAKRIDGE MARINA LLC,  
an Illinois limited liability company  
Its: Manager

By: [Signature]  
James Fassio  
Its: President and Chief Development Officer

By: [Signature]  
Name: TIMOTHY L. SCHWARTZ  
Its: MANAGER

By: [Signature]  
Gregg McGillis  
Its: Senior Vice President, Property Development

This instrument was prepared by:

Mike Dail, Esq.  
Real Estate Law Department  
Ross Dress for Less, Inc.  
5130 Hacienda Drive  
Dublin, CA 94568-7579

The foregoing preparer states as follows:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



TENANT ACKNOWLEDGMENT

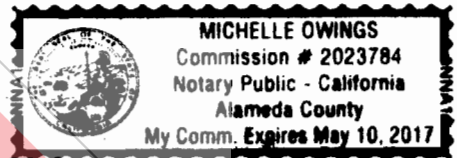
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Alameda )

On March 24, 2015 before me, Michelle Owings,  
a Notary Public, personally appeared James Fassio and Gregg McGillis, 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.



Michelle Owings  
Notary Public

Document is NOT OFFICIAL!  
Document is the property of the Lake County Recorder!

LANDLORD ACKNOWLEDGMENT

State of Illinois )  
County of Winnebago )

On March 30, 2015 before me, Sherrri A. Niesman,  
a Notary Public, personally appeared Timothy L. Schwartz,  
personally known to me (or 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.



Sherrri A. Niesman  
Notary Public

Store No. 1787, North Hammond  
Marina Gateway  
Hammond, IN  
JMD.038

MEMORANDUM OF LEASE  
Page 5 of 8

03/23/2015  
FINAL

**MEMORANDUM OF LEASE**  
**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL III:**

Lot Two (2) in New Roby 1st Addition, to the City of Hammond, as per plat thereof, recorded in Plat Book 104, page 70 in the Office of the Recorder of Lake County, Indiana.

**PARCEL IV:**

Part of the West Half of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Indiana, Lake County, Indiana, described as follows: Beginning at the intersection of the South line of 110th Street and the East line of 5th Avenue; thence South on the East line of 5th Avenue, 120 feet; thence East parallel with 110th Street, 172 feet to the East line of a vacated alley, 20 feet in width; thence North along the East line of said alley 120 feet to the South line of 110th Street; thence West along the South line of 110th Street, 172 feet to the place of beginning, as described in Decree Rendered in Cause No. 55523 in the Gary Superior Court on January 13, 1942 and filed in Order Book 42, page 94.

Also:

Part of the West half of the Northeast Quarter of Fractional Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, formerly embraced within the boundaries of Lots 1 and 2 Block 10, Roby, Plat Book 3 page 15 (now vacated), described as follows: Commencing at the point of intersection of the South line of 110th Street and the East line of vacated 6th Avenue; thence West along the South line of 110th Street, 218 feet to a vacated alley; thence South on the East line of said alley 48 feet; thence East parallel to the South line of said 110th Street a distance of 218 feet to the East line of 6th Avenue; thence North on the East line of 6th Avenue 48 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

**PARCEL V:**

Part of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, being described as follows:

Beginning at the intersection of the East line of 5th Avenue (a 66-foot street) and the North line of 110th Street, (a 66-foot street); thence North along said East line of 5th Avenue, 417.2 feet to the Southwesterly line of Indianapolis Boulevard; thence Southeasterly along the Southwesterly line of Indianapolis Boulevard, 511.8 feet to the West line of 6th Avenue, (a 66-foot street); thence South along the West line of 6th Avenue, 20.7 feet to the North line of 110th Street; thence West along the North line of 110th Street, 324.0 feet to the point of beginning, in the City of Hammond, Lake County, Indiana.

**PARCEL VII, TRACT I**

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, located in North Township, Lake County, Indiana, described as follows: Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00°00'00" East (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80 foot wide right of way of Indianapolis Boulevard; thence North 39°07'01" West, 2689.03 feet along said original centerline of the 80 foot wide right of way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80 foot wide right of way); thence South 50°52'59" West, 190.00 feet along the centerline of 112th Street; thence South 34°15'02" West, 497.85 feet along the centerline of 112th Street; thence North 55°44'58" West, 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in Warranty Deed recorded as Instrument 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana and the point of beginning of this description; thence North 13°20'38" East, 227.01 feet; thence North 36°54'32" West, 43.83 feet to the South right of way of the Marina Access Road Special Warranty Deed 94-21860 dated March 23, 1994 and a point on a curve, said curve being concave to the Northeast and having a radius of 346.48 feet; thence Easterly along said curve, a distance of 127.17 feet (chord distance 126.46 feet, chord bearing South 70°07'47" East) to a point on said Westerly right of way of 112th Street; thence South 34°15'02" West, 257.63 feet along said Westerly right of way of 112th Street to the point of beginning.

## PARCEL VII, TRACT II

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the 2nd Principal Meridian, located in North Township, Lake County, Indiana, being bounded as follows: Commencing at the Southeast Corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00' 00" (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80-foot wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07' 01" West 2,689.03 feet along said original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80-foot-wide right-of-way); thence South 50 degrees 52' 59" West 190.00 feet along the centerline of 112th Street; thence South 34 degrees 15' 02" West 497.85 feet along the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in Warranty Deed recorded as instrument no. 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, to a point on the boundary (terminus of the third course) of the 4.793 acre tract of land described in special warranty deed recorded as instrument no. 94021860 on March 23, 1994 in said Recorder's Office, and to the point of beginning of this description; thence South 34 degrees 15' 02" West 205.33 feet along the Northwestern right-of-way line of 112th Street; thence North 89 degrees 51' 46" West 336.05 feet along the Northern right-of-way line of 112th Street to the Eastern right-of-way 5th Avenue (66 foot-wide-right-of-way); thence North 00 degrees 04' 19" East 1,127.57 feet along the Eastern right-of-way line of 5th Avenue to a point being South 00 degrees 04' 19" West 120.00 feet from the Southeastern corner of the intersection of 5th Avenue and 110th Street (66-foot-wide right-of-way); thence South 89 degrees 37' 25" East 172.00 feet; thence North 00 degrees 04 minutes 19 seconds East 72.00 feet; thence South 89 degrees 37' 25" East, 218.00 feet; thence North 00 degrees 04' 19" East 57.74 feet to the Southwestern right of way line of Indianapolis Boulevard; thence South 39 degrees 07' 01" East 180.04 feet along the Southwestern right-of-way of Indianapolis Boulevard to the Northwestern boundary of said 4.793 acre tract of land, the next eight courses are along the boundary of said 4.793 acre tract of land; 1) thence South 50 degrees 43' 23" West 135.68 feet (measured, 155.27 feet dedeed); 2) thence South 36 degrees 14' 30" West 136.32 feet; 3) thence South 11 degrees 49' 05" West 132.22 feet; 4) thence South 04 degrees 06' 03" East 125.93 feet; 5) thence South 24 degrees 13' 40" East 122.46 feet to a point on a non-tangent curve concave to the Northeast, said point being South 60 degrees 23' 05" West 346.48 feet from the radius point of said curve; 6) thence Southeasterly 181.42 feet along said curve to a point being South 30 degrees 23' 06" West 346.48 feet from the radius point of said curve; 7) thence South 36 degrees 54' 32" East 43.83 feet; 8) thence South 13 degrees 20' 38" West 227.01 feet to the point of beginning.

### PART OF 5<sup>TH</sup> AVENUE VACATION:

All that part of 5th Avenue in being in the Southwest Quarter of Section 36, Township 38 North, Range 10 West of the 2nd Principal Meridian and the Northwest Quarter of Section 1, Township 37 North, Range 10 West of the 2nd Principal Meridian, Lake County, Indiana, being particularly described as:

Beginning at the Northeast corner of Lot 2 in New Roby 1st Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 104, page 70 in the Office of the Recorder of Lake County, Indiana, said corner being at the intersection of the Southwesterly line of Indianapolis Boulevard with the West line of 5th Avenue; thence South 38°37'45" East along the Southwesterly line of said Indianapolis Boulevard a distance of 63.32 feet to the centerline of said 5th Avenue; thence North 00°32'59" East along the centerline of said 5th Avenue a distance of 20.42 feet; thence continuing along the Southwesterly line of said Indianapolis Boulevard South 38°37'45" East a distance of 52.24 feet to the East line of said 5th Avenue; thence South 00°32'59" West along the West line of said 5th Avenue a distance of 707.44 feet to a point of non-tangency of a curve, concave to the Southeast, having the following elements: a radius of 411.50 feet, a Chord Bearing South 17°52'36" West, and a Chord length of 245.11 feet; thence Southwesterly along said curve, an Arc Length of 248.89 feet to the West line of said 5th Avenue; thence North 00°32'59" East along the West line of said 5th Avenue a distance of 1010.58 feet to the Point of Beginning. Containing 1.37 acres, more or less.

### 110<sup>TH</sup> STREET VACATION:

Part of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, being described as follows:

Beginning at the intersection of the East line of 5th Avenue and the North line of 110th Street, (a 66-foot street); thence East along the North line of 110th Street 324.0 feet to the West line of 6th Avenue; thence North along the West line of 6th Avenue, 20.7 feet to the Southwesterly line of Indianapolis Boulevard; thence Southeasterly along the Southwesterly line of said Indianapolis Boulevard a distance of 101.11 feet; thence South 9.80 feet to the South line of said 110th Street; thence West along the South line of said 110th Street a distance of 390 feet to the East line of said 5th Avenue. Containing 0.56 Acres, more or less.

Store No. 1787, "North Hammond"  
Marina Gateway  
Hammond, IN  
JMD.038

MEMORANDUM OF LEASE  
Page 7 of 8

03/23/2015  
FINAL



112 TH STREET

EXISTING WAL-MART

5th AVENUE

NOT OFFICIAL  
This Document is the property of  
the Lake County Recorder!

PROPOSED  
DRESS POIZ LESS  
UNIT 101  
25,000 S.F.

153.25'  
143'

PROPD  
DOLLAR TREE  
UNIT 101  
11,000 S.F.

PROPD.  
CATO - UNIT 103  
4,000 S.F.  
100'

PROPD  
DOTS - UNIT 104  
5,500 S.F.

PROPD  
BEAUTY SUPPLY  
UNIT 105  
10,000 S.F.

143'

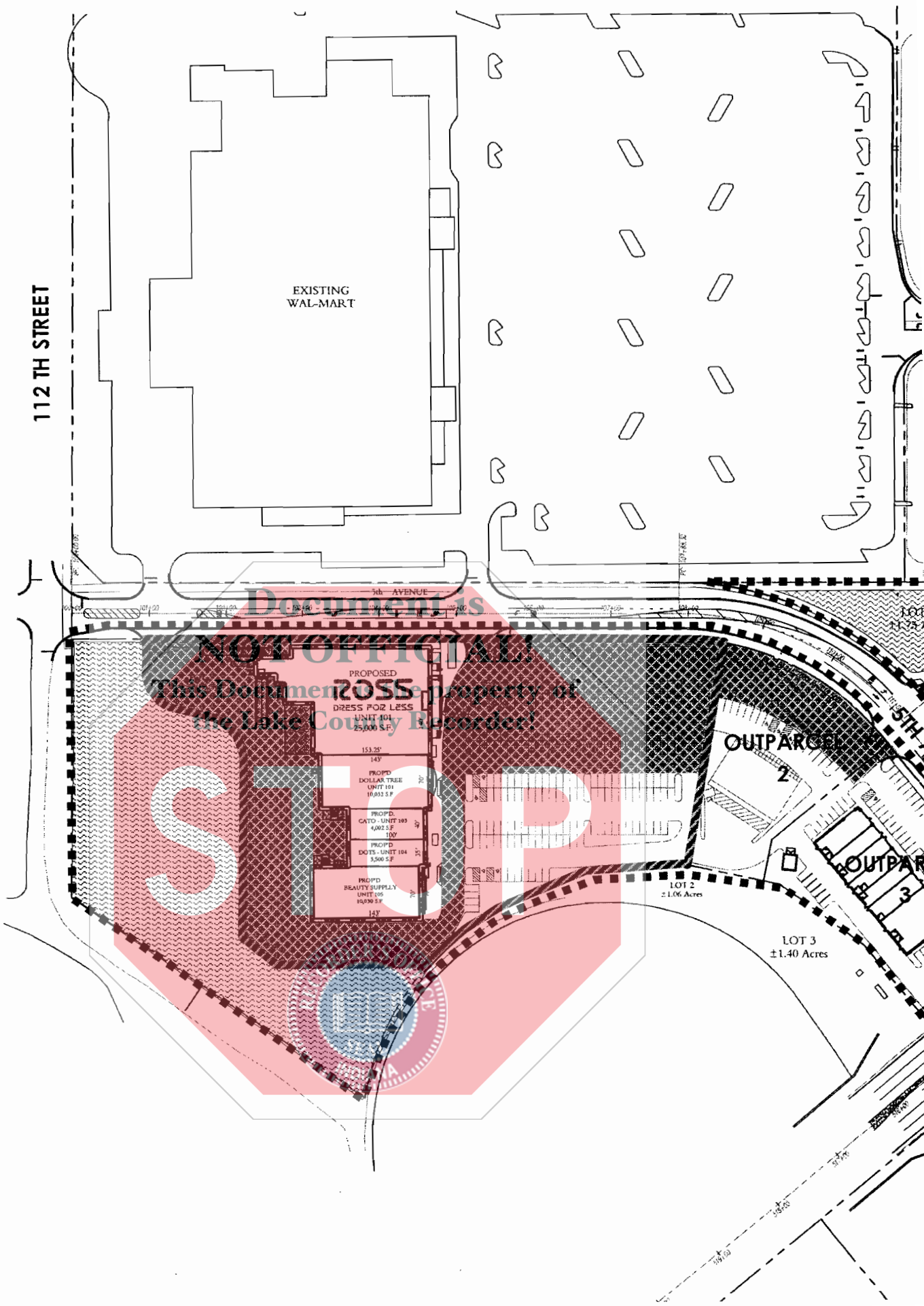
OUTPARCEL 2

OUTPARCEL 3

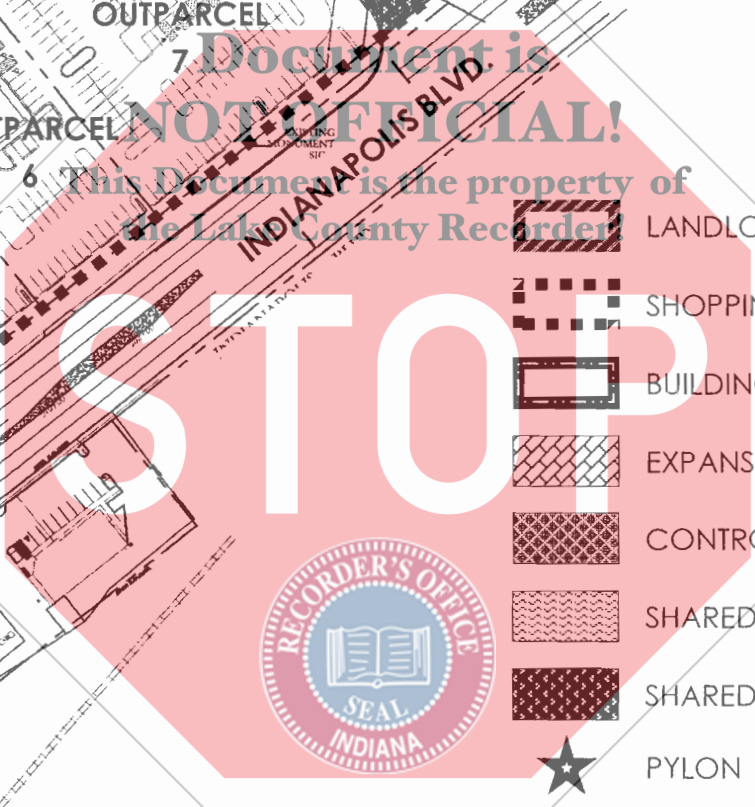
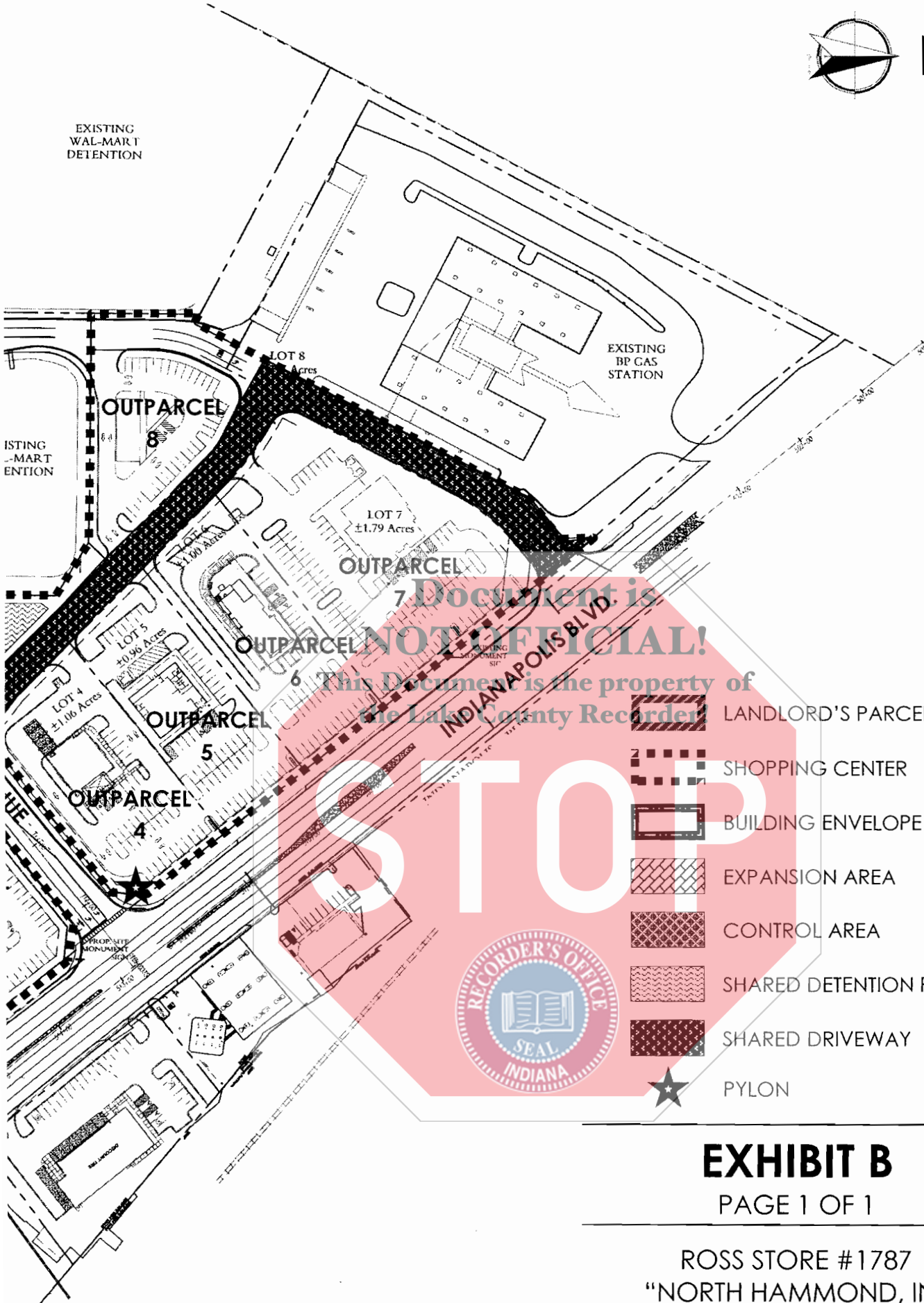
LOT 2  
± 1.06 Acres









LOT 3  
± 1.40 Acres

5TH STREET







-  LANDLORD'S PARCEL
-  SHOPPING CENTER
-  BUILDING ENVELOPE
-  EXPANSION AREA
-  CONTROL AREA
-  SHARED DETENTION POND
-  SHARED DRIVEWAY
-  PYLON

# EXHIBIT B

PAGE 1 OF 1

ROSS STORE #1787  
"NORTH HAMMOND, IN"  
MARINA GATEWAY