

THIS DOCUMENT WAS  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:



Gregg M. Dorman, Esq.  
Kritzer & Levick, P.C.  
1101 Perimeter Drive  
Suite 700  
Schaumburg, Illinois 60173

Above space for recorder's use

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effect as of the 17<sup>th</sup> day of January, 2002, by and between SIDCOR DEMPSTER ASSOCIATES, L.P., an Illinois limited partnership ("Landlord") and HOME DEPOT U.S.A., INC., a Delaware corporation ("Tenant").

1. Term and Premises. For the term and upon the provisions set forth in that certain Lease dated of even date herewith between Landlord and Tenant (the "Lease"), all of which provisions are specifically made a part hereof as fully and completely as if set out in full herein, Landlord leases to Tenant and Tenant leases from Landlord that certain premises ("Premises") legally described on Schedule 1 attached hereto and approximately as depicted on Schedule 2 attached hereto, which will be part of an existing commercial shopping center that Landlord and Tenant intend to redevelop on the property legally described on Schedule 3 attached hereto situated in the City of Niles, County of Cook, State of Illinois (the "Shopping Center Parcel"), together with all rights of ingress and egress and all other rights appurtenant to said Premises for the purposes contemplated in the Lease, all of which rights are more particularly described in the Lease.

2. Options to Extend. Reference is particularly made to Section 3.2 of the Lease wherein Tenant is given the option to extend the term of the Lease on the terms and conditions set forth therein.

3. Use. Reference is particularly made to Section 7.1 of the Lease wherein Tenant is granted the right to use the Premises for the display and sale at retail of home improvement products and services including, without limitation such products and services as are (a) included in the description of Tenant's Primary Business defined in Section 7.2(a) of the Lease, and (b) otherwise from time to time routinely carried or provided in Tenant's other stores; and/or (ii) for any other lawful purpose.

4. Restrictions. Reference is particularly made to Article VII of the Lease wherein (among other things) Tenant is granted certain exclusive rights to sell the products described

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therein and under the terms and conditions set forth therein. In addition, said Article sets forth certain other specific permitted and restricted uses.

5. **Common Areas.** Reference is particularly made to Sections 1.2 and Article IX of the Lease concerning the Common Areas, including parking facilities, used in common by other tenants in the Shopping Center, and the operation and maintenance of such Common Areas and wherein Landlord grants to Tenant a non-exclusive easement to use the Common Areas of the Shopping Center during the term of the Lease, as more particularly set forth in the Lease.

6. **Right of First Offer.** Reference is particularly made to Article XXI of the Lease wherein Landlord grants to Tenant the exclusive right of first offer to purchase on the terms and conditions as more fully described therein.

7. **Purpose of Memorandum.** This Memorandum is prepared for the purposes of recording to provide notice of the existence of the Lease and the rights provided therein and in no way modifies the express and particular provisions of the Lease.

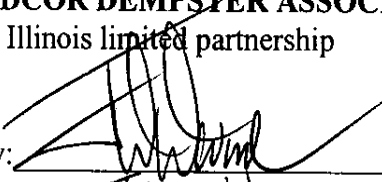
8. **Operation.** Tenant shall not be required to operate in the Premises or to assure Landlord of any amount of gross sales.

9. **Benefit.** It is the intention of Landlord and Tenant that the covenants described and referred to herein shall not be personal to Landlord and Tenant and shall be binding on successors and assigns. Each successive owner of the real property described in Schedule 3, or of any portion thereof, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants for the benefit of the Premises.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

LANDLORD:

SIDCOR DEMPSTER ASSOCIATES, L.P.  
an Illinois limited partnership

By:   
Name: J. DEVINE  
Title: GENERAL PARTNER

TENANT:

HOME DEPOT U.S.A., INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, this Memorandum of Lease has been executed as of the day and year first above written.

**LANDLORD:**

**SIDCOR DEMPSTER ASSOCIATES, L.P.**,  
an Illinois limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**HOME DEPOT U.S.A., INC.**,  
a Delaware corporation

By:   
Name: **Jeff Israel**  
Title: **Senior Corporate Counsel - Real Estate**

1-17-02

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Donna Clare Hutcherson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. D. Devine, a General Partner, of **SIDCOR DEMPSTER ASSOCIATES, L.P.**, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of said partnership as his free and voluntary act, and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and seal this 17<sup>th</sup> day of January, 2002.

Donna Clare Hutcherson

Notary Public

My Commission Expires: 2-5-2005



STATE OF GEORGIA )  
 )SS  
COUNTY OF COBB )

On this \_\_\_ day of January, 2002, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of **HOME DEPOT U.S.A., INC.**, a Delaware corporation, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My term expires:

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20087222

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_, of **SIDCOR DEMPSTER ASSOCIATES, L.P.**, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of said partnership as his free and voluntary act, and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of January, 2002.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

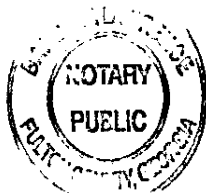
STATE OF GEORGIA )  
 )SS  
COUNTY OF COBB )

On this 11 day of January, 2002, before me appeared Jeff Hsrael, to me personally known, who, being by me duly sworn, did say that he/she is the Sr. Corp Counsel R.E. of **HOME DEPOT U.S.A., INC.**, a Delaware corporation, and that said instrument was signed on behalf of said corporation; and said individual acknowledged said instrument to be the free and act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Barbara Lawrence  
Notary Public

My term expires:



**BARBARA H. LAWRENCE**  
Notary Public, Fulton County, Georgia  
My Commission Expires June 25, 2003

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SCHEDULE 1

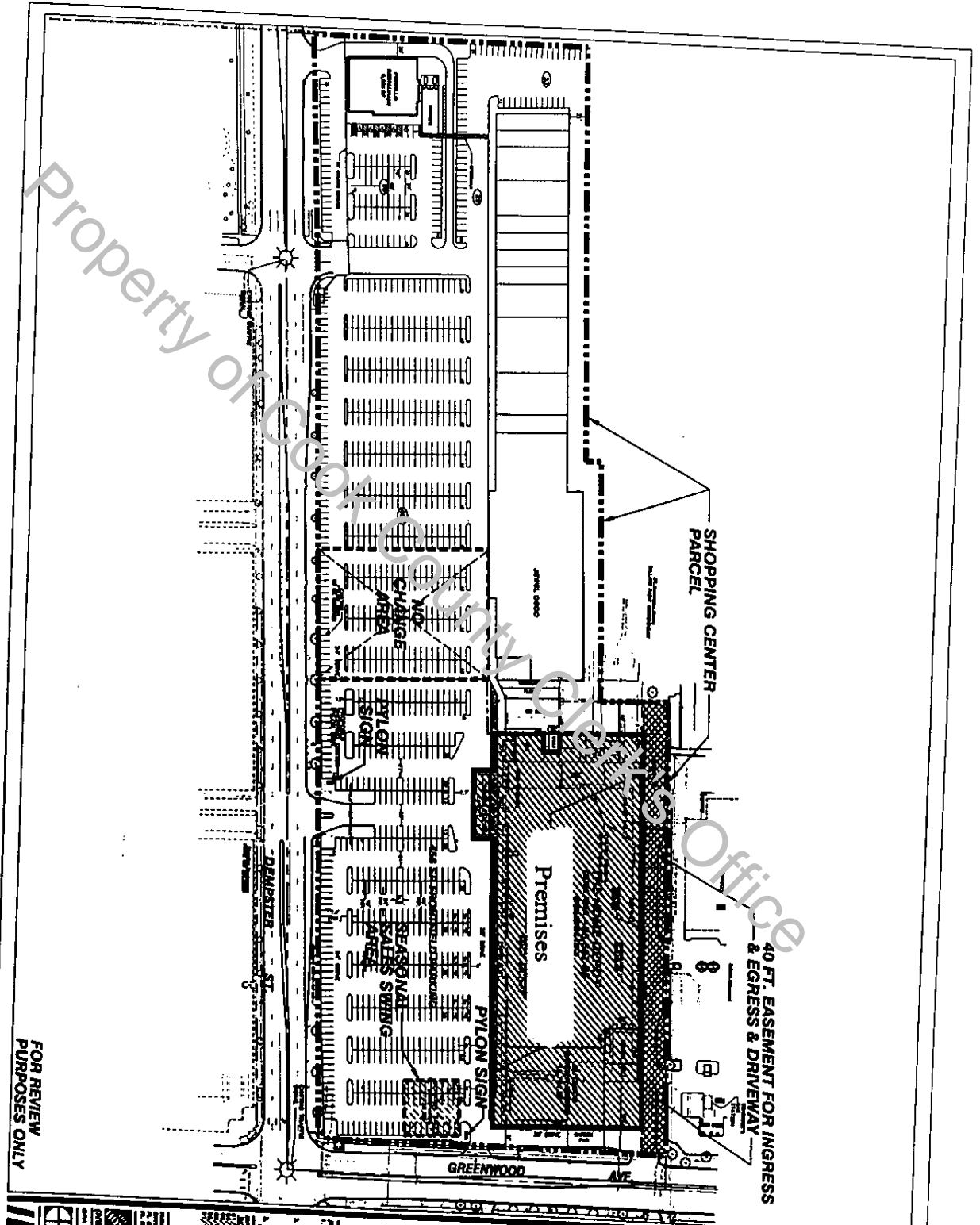
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## Legal Description of Premises

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14 WITH A LINE 618.00 FEET NORTH OF (MEASURED PERPENDICULAR TO) THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION; THENCE SOUTH 87 DEGREES 54 MINUTES 58 SECONDS WEST (ASSUMED BEARING) PARALLEL WITH THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION 710.61 FEET; THENCE SOUTH 02 DEGREES 05 MINUTES 02 SECONDS EAST 176.57 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 10 SECONDS EAST 46.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 88 DEGREES 03 MINUTES 10 SECONDS EAST 25.67 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 50 SECONDS EAST 26.08 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 10 SECONDS WEST 25.67 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 50 SECONDS EAST 83.70 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 31 SECONDS EAST 52.43 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 29 SECONDS EAST 34.28 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 31 SECONDS EAST 99.74 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 29 SECONDS WEST 34.28 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 31 SECONDS EAST 421.21 FEET; THENCE NORTH 02 DEGREES 08 MINUTES 29 SECONDS WEST 245.88 FEET; THENCE SOUTH 87 DEGREES 54 MINUTES 58 SECONDS WEST 572.55 FEET; THENCE SOUTH 01 DEGREES 56 MINUTES 50 SECONDS EAST 136.68 FEET TO THE POINT OF BEGINNING, CONTAINING 3.301 ACRES, MORE OR LESS.

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FOR REVIEW  
PURPOSES ONLY

**THE HOME DEPOT**  
NILES, IL  
1000 DEWEY ST. & GREENWOOD AVE.  
NILES, IL 60057

**IL-124e**

**PROJECT SUMMARY**

**PROJECT NAME:** THE HOME DEPOT STORE

**PROJECT ADDRESS:** 1000 DEWEY ST. & GREENWOOD AVE., NILES, IL 60057

**PROJECT TYPE:** RETAIL STORE

**OWNER:** THE HOME DEPOT STORE

**DESIGNER:** GREENBERG FARNOW ARCHITECTURE

**DATE:** 11/11/08

**SCALE:** AS SHOWN

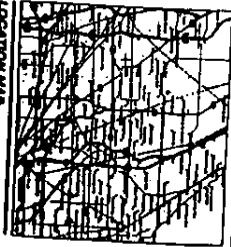
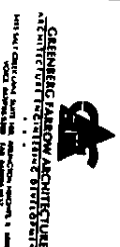
**PROJECT STATUS:** PRELIMINARY

**PROJECT PHASE:** PRELIMINARY

**PROJECT DESCRIPTION:** PRELIMINARY SITE PLAN FOR THE HOME DEPOT STORE AT THE INTERSECTION OF DEWEY ST. & GREENWOOD AVE. IN NILES, IL. THE PLAN SHOWS THE STORE BUILDING, PARKING LOTS, DRIVEWAYS, AND SIGNAGE.

**NOTES:**

- ALL DIMENSIONS ARE IN FEET AND INCHES.
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIDEWALK UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PAVEMENT UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE GRASS UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TREE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SHrub UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE FENCE UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALL UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROOF UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE FLOOR UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CEILING UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALL UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROOF UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE FLOOR UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CEILING UNLESS OTHERWISE NOTED.



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## SCHEDULE 3

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### Legal Description of Shopping Center Parcel

That part of the Southwest 1/4 of the Southwest 1/4 of Section 14, and part of the East 327.63 feet, measured on the South line thereof, of the Southeast 1/4 of Section 15, lying South of the South line of Ballard Road, all in Township 41 North, Range 12 East of the Third Principal Meridian, lying South of the following described line.

Commencing at the intersection of the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 14 with a line 618 feet North, measured at right angles and parallel with the South line of said Quarter Quarter Section; thence West along the said parallel line 710.61 feet; thence South at right angles 110 feet; thence West parallel with 508 feet North, measured at right angles to the South line of said Quarter Quarter Section of said Section 14, 350 feet; thence South at right angles 25 feet; thence West parallel with and 483 feet North, measured at right angles, to the South line of said Quarter Quarter of said Section 14 and said line extended West, 600.75 feet to a point on the West line of the East 327.63 feet, measured on the South line thereof of the Southeast 1/4 of Section 15, as aforesaid, in Cook County, Illinois.

Less and except that portion conveyed to the Department of Transportation by Trustees Deed from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated November 22, 1985 and known as Trust No. 65675, dated November 6, 1995 and recorded August 1, 1997 as Document 97559150 and also less and except that portion of the land taken for street purposes by condemnation case 14L-17220.

Tax Nos. 09-14-308-010 and 09-15-403-070

Dempster St. & Greenwood Ave.

Niles, IL.