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Cook County Recorder of Deeds  
Date: 05/27/2005 12:08 PM Pg: 1 of 6

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MEMORANDUM OF LEASE  
OFFICE DEPOT, INC., AS TENANT  
INLAND REAL ESTATE LB I LLC, AS LANDLORD  
LEGAL DESCRIPTION ATTACHED AS EXHIBIT A  
HOMWOOD, ILLINOIS  
OFFICE DEPOT #2319

*First American Title  
Mail It on Second Page*

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DEL 131134 10P1 FATCO FORT MYERS, FL

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This Instrument Prepared By DLA Piper Rudnick  
 Gray Cary and Upon Recordation Return To:  
 OFFICE DEPOT, INC.  
 2200 Old Germantown Road  
 33D4448  
 Delray Beach, Florida 33445  
 Attention: Sylvia C. Jones – Real Estate Legal

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (“Memorandum”) made as of the 21<sup>st</sup> day of May, 2004, by and between **OFFICE DEPOT, INC.**, a Delaware corporation (“Tenant”), and **INLAND REAL ESTATE LB I LLC**, a Delaware limited liability company (“Landlord”).

**WITNESSETH:**

Premises. Landlord and Tenant have entered into a lease (“Lease”) of even date herewith (the “Effective Date”), for that certain real property lying, being and situate in the County of Cook, Village of Homewood, State of Illinois, together with the space in a building containing approximately nineteen thousand (19,000) square feet erected thereon (“Premises”).

The Premises are part of a shopping center known as “Homewood Plaza Shopping Center”, which shopping center is located on that certain real property lying, being and situate in the County of Cook, Village of Homewood, State of Illinois, more particularly described on **EXHIBIT A** attached hereto and made a part hereof (“Shopping Center”).

Term and Renewal Options. The Lease has an initial term of ten (10) years, subject to extension (at Tenant’s option) as provided therein for three (3) successive additional periods of five (5) years each.

Certain Restrictions: The Lease contains the following provisions:

Subject to existing uses of space in the Shopping Center under existing Leases in effect on the Effective Date, Landlord shall not permit any other tenant or occupant of the Shopping Center, other than Tenant, to: (i) use more than the lesser of five percent (5%) of its floor area, or one thousand (1,000) square feet of floor area (in the aggregate), for the sale, leasing, distribution or display of office or school supplies, office furniture, office machines and other office or school related equipment, computers, computer hardware, software and related equipment; cellular telephones and telecommunications equipment and related devices (including personal digital assistance [“PDA”] and the like), or “copy/print services” (as hereinafter defined) or (ii) be primarily engaged in the sale, leasing, distribution or display of any of the items set forth in (i) above. “Copy/print services” is herein defined as a facility or center (whether in-store or free standing) providing any one or more of the following products and/or services: (a) photocopying and facsimile and printing services, such as reproduction and printing services including full, self, coin and color copying, graphic design, desktop publishing, scanning, faxing and imaging services and binding, collating and finishing of documents; (b)

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mail services, including mail receiving services, mailbox rental or mailing other than in spaces used for such services on the Effective Date; or (c) shipping, labeling and packaging services.

No portion of the Shopping Center shall be used or occupied for any of the following purposes: theater; movie theater, auditorium, meeting hall, library or reading room or other place of assembly; automobile sales or repairs; bowling alley, pool hall or skating rink; bar serving alcoholic beverages (except as an incident to a full kitchen restaurant operation); funeral parlor; massage parlor except for massage services provided in a spa or health club; hotel or lodging facilities; gun range; off track betting establishment (except incidental sales of state lottery tickets); a so-called "flea market" or other operation selling used goods (except excluding antiques, estate merchandise, "upscale merchandise" or consignment merchandise); any business or use which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, or which creates a fire, explosive or other hazard; manufacturing facility; warehouse (except incidental to a retail operation); adult book store or similar store selling or exhibiting pornographic materials as a substantial part of its business; night club, discotheque or dance hall.

Except where shown on the Site Plan attached to the Lease as **EXHIBIT B** and subject to existing uses of space in the Shopping Center under existing Leases in effect on the Effective Date, the following shall be prohibited at any location in the Shopping Center within one hundred fifty feet (150') of the entrance to the Premises: any sports or entertainment facility (including, without limitation, a gymnasium, health club, racquet club, physical fitness facility).

The following shall be prohibited at any location in the Shopping Center within one hundred fifty feet (150') of the entrance to the Premises: restaurant; amusement center, arcade, virtual reality, laser tag or game room; or school (including, without limitation, trade school or class sessions, but excepting incidental customer training in the use of computer hardware or software sold by Tenant or by any other Occupant of the Shopping Center permitted to engage in such sales).

Landlord covenants and agrees that no portion of the Shopping Center shall be used for offices excepting (i) offices incidental to retail uses, (ii) offices providing services to the general public and customarily found in similar shopping centers (e.g., banking for finance services, real estate or securities brokerage services, financial or tax planning services, accounting, insurance or legal services, optical, medical or dental services or travel agencies) and (iii) two (2) offices less than two thousand (2,000) square feet located at least fifty (50) feet from the closest demising wall of the Premises.

The Prohibited Uses set forth above shall be subject to the rights of Occupants under leases in effect as of the Effective Date of this Lease for as long as such leases remain in effect without any expansion or relocation (except as may be otherwise permitted in such leases), provided such leases do not require the corresponding tenants to be bound by the Prohibited Uses set forth in **EXHIBIT E** to the Lease.

Incorporation of Lease. This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the

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terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

**Binding Effect.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

Witnesses or Attest (as to Landlord):

*Audrey Washburn*  
*Jane M. Rogers*

**LANDLORD:**

**INLAND REAL ESTATE LB I LLC**, a Delaware limited liability company

By: Inland Real Estate LB I Corporation, a Delaware corporation

By: *Mark Zalatoris*

Print Name: Mark Zalatoris

Print Title: Vice President

Date: 04/11/05

**TENANT:**

**OFFICE DEPOT, INC.**, a Delaware corporation

By: *Ralph Saltz*

Print Name: Ralph Saltz

Print Title: Senior Director, Real Estate-Legal

Date: May 10, 2005

*Ralph Saltz*  
*Marcus Sauer*

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Zalatoris, whose name as Vice President of Inland Real Estate LB I Corporation, a Delaware corporation as the sole member of Inland Real Estate LB I LLC, a Delaware limited liability company, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11<sup>th</sup> day of April, 2005

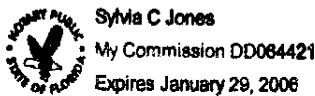


[Signature]  
Notary Public  
State of Illinois  
My Commission expires: 07/09/05

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Ralph Saltz as Director R.E. Legal of OFFICE DEPOT, INC., a Delaware corporation, to me known to be the person who signed the foregoing instrument as such officer and he/she acknowledged that the execution thereof was his/her free act and deed as such officer for the use and purposes therein expressed and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal this 10 day of May, 2005



[Signature]  
Notary Public Sylvia C Jones  
State of Florida  
My Commission expires: 1-29-06

**UNOFFICIAL COPY****EXHIBIT A****Legal Description:****PARCEL 1:**

LOT 1 IN G & H CONSOLIDATION IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST, RECORDED JULY 22, 1993 AS DOCUMENT NUMBER 93570547, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED AS OF OCTOBER 2, 1992 AND RECORDED OCTOBER 9, 1992 AS DOCUMENT NUMBER 92757951, AMENDED BY FIRST AMENDMENT TO SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED JULY 21, 1993 AND RECORDED JULY 23, 1993 AS DOCUMENT NUMBER 93570551 AND AMENDED BY SECOND AMENDMENT TO SHOPPING CENTER RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED AS DOCUMENT 93887597 FOR INGRESS, EGRESS, ACCESS AND PARKING FOR VEHICULAR OR PEDESTRIAN TRAFFIC OVER PORTIONS OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1, 2, 4, 5 AND 6, IN JAFFE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY PLAT OF KMART'S HOMEWOOD SUBDIVISION RECORDED AS DOCUMENT 93430134.

Homewood PLAZA Shopping Center  
17510 S. Halsted  
Homewood, IL

29-32-200-055