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Doc#: 0521515064  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 08/03/2005 09:58 AM Pg: 1 of 5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECORDING REQUESTED BY:  
PIER 1 IMPORTS (U.S.), INC. ASSET MANAGEMENT  
STORE: #1516 Chicago/Brickyard, IL

**TITLE**

**MEMORANDUM OF LEASE**

Prepared by: Joan Ott, Legal Assistant  
Pier 1 Imports, Inc.  
PO Box 961020  
Fort Worth, TX 76161-9964

Grantor: Sutton Park Developers, L.L.C  
c/o The Harlem Irving Companies, Inc., 4104 North Harlem Ave., Norridge,  
IL 60706

Grantee: Pier 1 Imports (U.S.), Inc.  
100 Pier 1 Place, Fort Worth, TX 76102

Lease Term: Lease term does not exceed 20years.

Legal Description: Attached

Part of Pins: 06-27-100-008  
06-22-302-006  
06-22-302-009  
06-27-100-007

Declaration of Documentary Transfer Tax: Please note that no documentary transfer is due.  
Pier1 Imports (U.S.), Inc. is the tenant.

S-Y  
P-5  
S-Y  
H-Y  
HT-

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## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into effective this 28 day of February, 2005, by and between Sutton Park Developers, L.L.C., an Illinois limited liability company, with its principal office at c/o The Harlem Irving Companies, Inc., 4104 North Harlem Avenue, Norridge, Illinois 60706, hereinafter referred to as "LANDLORD," and Pier 1 Imports (U.S.), Inc., a Delaware corporation, hereinafter referred to as "TENANT," with its principal office at 100 Pier 1 Place, Fort Worth, Texas 76102.

WITNESSETH, that:

LANDLORD, in consideration of the rents reserved and agreed to be paid by TENANT and of the covenants, agreements, conditions and understandings to be performed and observed by TENANT, all as more fully set out in a lease executed by LANDLORD and TENANT, and dated the 28 day of February, 2005 (the "Lease"), hereby lets, leases and demises to TENANT certain premises (the "Premises"), located in the City of Streamwood, County of Cook, State of Illinois, and contained in a shopping center constructed or to be constructed on the real property described in Exhibit A attached hereto and made a part hereof together with all of LANDLORD'S rights, privileges, easements and appurtenances in, over and upon adjoining and adjacent public and private land, highways, roads and streets reasonably required for ingress and egress to or from the Premises. The Premises is hatched on the Shopping Center site plan attached hereto as Exhibit B and made a part hereof and shall include all improvements constructed upon the Premises.

2. The term of the Lease shall commence as set forth in the Lease and shall expire ten (10) Lease Years after the Commencement Date as determined and defined by the provisions of the Lease.

3. TENANT has an option to renew the Lease for two (2) terms of five (5) years each, on the same terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease between LANDLORD and TENANT, which agreement is incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the actual Lease, the terms and conditions of the Lease shall prevail.

5. LANDLORD acknowledges that access to the Premises and the visibility of the Premises is critical to the successful operation of TENANT'S business. LANDLORD agrees that during the term of this Lease or any renewal or extension thereof that it will not construct or permit to be constructed any building, parking facility, tower or other structure or improvement, or plant any tree or other growing plant, other than as may be required by local governmental authority, in the area hatched on Exhibit B (the "No Build Area"), except that a non-mountable divider may be erected in that portion of the No Build Area located on Lot 8 (identified on Exhibit B-1, attached hereto and made a part hereof) and the Outside Sales Area (identified on Exhibit B and in the OEA) may be used in accordance with the provisions of the OEA and Section 9.3 of the Lease.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be duly executed as of the day and year first above written.

LANDLORD:

Sutton Park Developers, L.L.C.

WITNESS OR ATTEST:

By The Hartman Irving Companies, Inc., mgr.

Printed \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: Donald W. Bailey

Title: Vice President

WITNESS:

TENANT:

PIER 1 IMPORTS (U.S.), INC.,  
a Delaware corporation

Mary Koch Pettit  
Mary/Koch Pettit

By: J. Rodney Lawrence  
J. Rodney Lawrence,  
Executive Vice President

Date: February 22, 2005

- Exhibit A - Shopping Center Legal Description
- Exhibit B - Shopping Center Site Plan
- Exhibit B-1 - Plat of Subdivision

[Appropriate acknowledgements to follow on next page]

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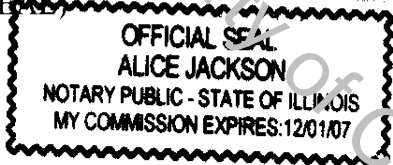
STATE OF Illinois

COUNTY OF Cook

Before me, the undersigned authority, on this day personally appeared Donald W Bailey, the Vice President of The Harlem Irving Companies, an Illinois corporation, Manager of Sutton Park Developers, L.L.C., as Illinois limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and official seal this 28<sup>th</sup> day of February, 2005.

(SEAL)



Alice Jackson

Notary Public in and for the State of Illinois

My commission expires: 12-01-07

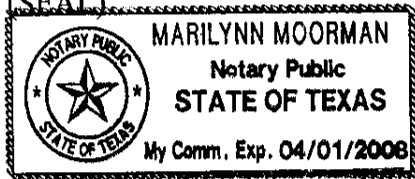
STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared J. Rodney Lawrence, Executive Vice President of **Pier 1 Imports (U.S.), Inc.**, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and official seal this 23<sup>rd</sup> day of February, 2005.

(SEAL)



Marilyn Moorman

Notary Public in and for the State of Texas

My commission expires: 4-1-08

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## EXHIBIT A

### SHOPPING CENTER LEGAL DESCRIPTION

, LOT 2,

↑  
LOT 1 AND LOTS 3 THROUGH 10 IN SUTTON PARK BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER

0331639005

PART OF PINS: 06-27-100-008  
06-22-302-006  
06-22-302-009  
06-27-100-007

STREET ADDRESS: Vacant land at southeast corner of Irving Park Road and Sutton Road, Streamwood, Illinois.

Cook County Clerk's Office