



Doc# 1909228015 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD H. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 04/02/2019 12:13 PM PG: 1 OF 5

RECORDING REQUESTED BY, AND )  
WHEN RECORDED RETURN TO: )  
Prepared By: )  
Seyfarth Shaw LLP )  
1075 Peachtree Street, N.E., Suite 2500 )  
Atlanta, Georgia 30309 )  
Attention: Lynn Holliday )

(Space Above for Recorder's Use)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into effect as of the 15<sup>th</sup> day of February, 2019, by and between **I-80 COMMERCIAL CENTER NO. 2, LLC**, a Delaware limited liability company ("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 written lease of even date herewith from Landlord to Tenant ("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 approximately 121,924 rentable square feet of space constituting a portion of an industrial warehouse building containing approximately 296,180 rentable square feet situated at Tinley Park Corporate Center, 18700 Ridgeland Avenue, Tinley Park, Illinois 60047, as more particularly described on Exhibit "A" attached hereto ("Premises"), together with all rights of ingress and egress and all other rights appurtenant to said Premises, all of which rights are more particularly described in the Lease.

2. **PURPOSE OF MEMORANDUM OF LEASE.** This Memorandum of Lease is prepared for the purposes of providing notice and in no way modifies the express and particular provisions of the Lease.

3. **OPERATION.** Tenant shall not be required to operate in the Premises.

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INT DRC

# UNOFFICIAL COPY

4. FOR THE BENEFIT OF THE PREMISES. 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 in accordance with the terms of the Lease. Each successive owner of the Premises, and each person having any interest therein derived through any owner thereof, shall be bound by such covenants for the benefit of the Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

Property of Cook County Clerk's Office

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

**LANDLORD:**

**I-80 COMMERCE CENTER NO. 2 LLC**, a  
Delaware limited liability company

By: Leo J Hicks  
Name: Dewitt T. Hicks III  
Title: Authorized Signatory

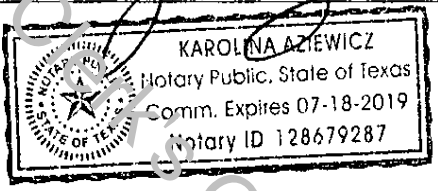
STATE OF TEXAS )  
                                          )  
COUNTY OF DALLAS )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dewitt T. Hicks III personally known to be the Authorized Signatory of I-80 Commerce Center No. 2 LLC, organized and existing under the laws of the State of Delaware, and 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/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 18 day of Feb, 2019.

Karolina Aziewicz  
Notary Public

My commission expires: 7-18-2019



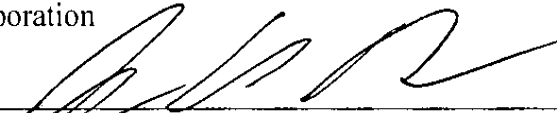
[SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES TO MEMORANDUM OF LEASE  
CONTINUED FROM PREVIOUS PAGE]

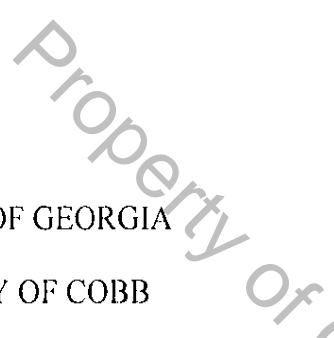
**TENANT:**

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

By: 

Name: Jessica Borgert  
Senior Corporate Counsel

Title: \_\_\_\_\_

Property of 


STATE OF GEORGIA

LH  
AM

COUNTY OF COBB

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jessica Borgert personally known to be the Sr. Corp. Counsel of Home Depot U.S.A., Inc., organized and existing under the laws of the State of Delaware, and 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/she signed and delivered the said instrument, as his/her 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 13 day of February, 2019.

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

My commission expires: 9/10/2022

Barbara Turner  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Commission Expires 09/10/2022

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## EXHIBIT "A" TO MEMORANDUM OF LEASE

### LOT 2 - TINLEY PARK CORPORATE CENTER LEGAL DESCRIPTION

LOT 2 IN THE TINLEY PARK CORPORATE CENTER SUBDIVISION BEING A PART OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2017 AS DOCUMENT 1710929052 IN COOK COUNTY, ILLINOIS.

CONTAINING 759,123 SQUARE FEET OR 17.427 ACRES +/-

### LOT 3 - TINLEY PARK CORPORATE CENTER LEGAL DESCRIPTION

LOT 3 IN THE TINLEY PARK CORPORATE CENTER SUBDIVISION BEING A PART OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH AND SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 19, 2017 AS DOCUMENT 1710929052 IN COOK COUNTY, ILLINOIS.

CONTAINING 242,626 SQUARE FEET OR 5.57 ACRES +/-

PIN: 31-06-400-003-0000; 31-06-401-001-0000

Address: 18700 Ridgeland Avenue, Tinley Park, IL 60047

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