

# UNOFFICIAL COPY

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## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") made as of the 2<sup>nd</sup> day of July, 1992, by and between OFFICE DEPOT, INC., a Delaware corporation ("Tenant"), and LINCOLN VILLAGE INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership ("Landlord").

DEPT. OF RECORDING \$29.50  
T#8888 TRAN 6534 06/09/92 15:05:00  
#9728 E \* -92-408596  
COOK COUNTY RECORDER

WITNESSETH:

1. Premises. Landlord and Tenant have entered into a lease ("Lease") dated April 1<sup>st</sup>, 1992 for that certain real property lying, being and situate in Cook County, Illinois, together with the building containing approximately twenty-four thousand six hundred (24,600) square feet erected thereon ("Premises").

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

The boundaries and location of the Premises are cross-hatched on the diagram of the Shopping Center attached hereto and made a part hereof as EXHIBIT B ("Site Plan").

2. Term and Renewal Options. The term of the Lease is for ten (10) years. When the exact commencement and termination dates of the initial term of the Lease are determined, the parties agree to execute a recordable supplement to this Memorandum which will set forth such dates.


If the Lease is still in full force and effect, and if Tenant shall not be in default under the terms of the Lease, Tenant shall have four (4) successive five (5) year options of extension.

3. Certain Restrictions: The Lease contains the following provisions:

A. Landlord shall not permit any occupant of the Shopping Center, other than Tenant, to: (i) use more than one thousand (1,000) square feet of floor area for the sale, leasing, distribution or display of office supplies, including office furniture; office fixtures; office machines and equipment; computers; computer hardware, software and accessories; art supplies; architectural supplies; engineering supplies; photocopying services; facsimile services; or instant print shop services; or (ii) be primarily engaged in the sale, leasing, distribution or display of the items set forth in (i) above. No space, in or portion of any real property adjacent to or within 500 feet of the Shopping Center which is now or may subsequently be acquired by Landlord (or a related entity or affiliate of Landlord), shall be leased or occupied by or conveyed to any other party for a competing use in violation of the Tenant's exclusive use set forth in this paragraph.

B. Landlord shall not sell, lease, rent or otherwise permit any other premises in the Shopping Center to be used or occupied for any of the following purposes: a theater (excepting the location of the existing theater); auditorium or meeting hall; any sports or entertainment facility (i.e., sports and/or entertainment as primary purpose or business) within four hundred feet (400') of the Premises; 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; any type of karate, gymnasium, health club or physical fitness facility within four hundred feet (400') of the Premises (excepting one (1) such facility not to exceed twenty-seven thousand (27,000) square feet of floor area); car wash; off track betting establishment; a so-called "flea market" night club, discotheque or dance hall; hotel or other lodging facilities; offices (except incidental to a retail operation); school (including, without limitation, trade school or class

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#150  
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sessions of any nature whatsoever), excepting one (1) dance studio not to exceed three thousand (3,000) square feet of floor area within two hundred feet (200') of the Premises; gun range; any business or use which omits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable, or creates a fire, explosive or other hazard; manufacturing facility; warehousing (except incidental to a retail operation); adult book store or similar store selling or exhibiting pornographic materials as its primary business.

C. Landlord shall not sell, lease, rent or permit any other premises in the Shopping Center to be used or occupied for other than normal retail uses of the type customarily located in shopping centers similar to the Shopping Center in county and state in which the Shopping Center is located.

D. Landlord covenants and agrees that there shall be no restaurants within one hundred fifty (150) feet of the Premises (excepting the location of Old Country Buffet and What's Cooking).

E. Landlord covenants and agrees that no portion of the Shopping Center shall be used for offices excepting (i) offices incidental to retail uses, (ii) retail service uses 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) the location of all existing (as of the date hereof) second floor offices.

F. The Lease also contains certain restrictions on altering the Site Plan and on the use and occupancy of the space therein which constitute covenants running with the Shopping Center.

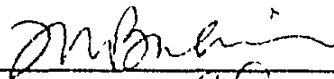
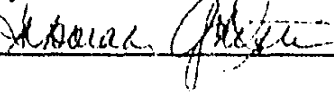
G. The use prohibitions set forth above are subject to the existing leases of the other tenants of the Shopping Center as of the date of the Lease.

4. 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 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.

5. 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:

  
\_\_\_\_\_  
  
\_\_\_\_\_

LANDLORD:

LINCOLN VILLAGE INVESTMENTS  
LIMITED PARTNERSHIP, an  
Illinois corporation

By: Tomasz/Shidler Investment Corporation, an  
Illinois corporation

Its: General Partner

By:   
\_\_\_\_\_  
Michael T. Tomasz

Its: President

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Witnesses:

Mary Stoll

TENANT:

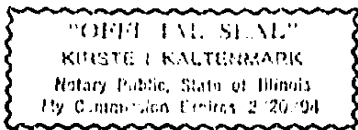
OFFICE DEPOT, INC., a Delaware corporation

By: Richard B. Blews  
Richard Blews  
Its: Assistant Secretary

STATE OF Illinois )  
COUNTY OF Cook ) SS:

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared, Thomas J. [unclear] Investment Corp., a [unclear] Corp., who signed the foregoing instrument in such capacity, and acknowledged the execution thereof to be his free act and deed as such person in such capacity for the use and purposes therein mentioned, and that the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 7<sup>th</sup> day of April, 1992.



Kristen Kaltenmark (SEAL)  
Notary Public  
State of Illinois  
My Commission expires: 2/20/94

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STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:

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 RICHARD BLEWS as Assistant Secretary of OFFICE DEPOT, INC., a Delaware corporation, to me known to be the person who signed the foregoing instrument as such officer and he acknowledged that the execution thereof was his 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 3<sup>rd</sup> day of April, 1992 in the county and state first above written.

Elizabeth R. George (SEAL)  
Notary Public  
State of Florida  
My Commission expires:

Notary Public, State of Florida  
My Commission Expires April 24, 1993  
BOND # 1-22-1992 Fidelity Insurance Inc.

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## EXHIBIT A

### SHOPPING CENTER LEGAL DESCRIPTION

THAT PART OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO AND THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF LINCOLN AVENUE AS FORMERLY LOCATED 1200 FEET; THENCE NORTHEASTERLY ON A LINE AT RIGHT ANGLES TO SAID CENTER LINE OF LINCOLN AVENUE, 168.8 FEET; THENCE EAST 679.5 FEET TO SAID WEST LINE OF THE RIGHT OF WAY OF THE SANITARY DISTRICT OF CHICAGO, THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 918.73 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE 83 FEET NORTHEASTERLY OF AND PARALLEL TO THE SOUTHERLY OR SOUTHWESTERLY LINE OF LINCOLN AVENUE AS FORMERLY LOCATED) AND EXCEPTING THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF LINCOLN AVENUE AND THE CENTER LINE OF KIMBALL AVENUE EXTENDED NORTH, THENCE NORTHWESTERLY 20.90 FEET ALONG THE CENTER LINE OF LINCOLN AVENUE TO A POINT; THENCE NORTHEASTERLY 50 FEET ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE LAST DESCRIBED COURSE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, WHICH IS THE POINT OF BEGINNING, BEGINNING AT AFORESAID DESCRIBED POINT, THENCE NORTHEASTERLY 118.80 FEET, ALONG A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE NORTHEASTERLY RIGHT OF WAY OF LINCOLN AVENUE TO A POINT; THENCE EASTERLY 93.56 FEET ALONG A LINE FORMING AN ANGLE OF 49 DEGREES 16 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT; THENCE SOUTHWESTERLY 179.85 FEET ALONG A LINE FORMING AN ANGLE OF 130 DEGREES 44 MINUTES TO THE RIGHT WITH A PROLONGATION OF SAID LAST DESCRIBED COURSE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTHWESTERLY 70.90 FEET ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE TO THE POINT OF BEGINNING, AS CONDEMNED FOR KIMBALL AVENUE ON PETITION OF THE CITY OF CHICAGO FILED JULY 6, 1933, CASE B - 271453 CIRCUIT COURT OF COOK COUNTY, ILLINOIS ALL IN COOK COUNTY, ILLINOIS.

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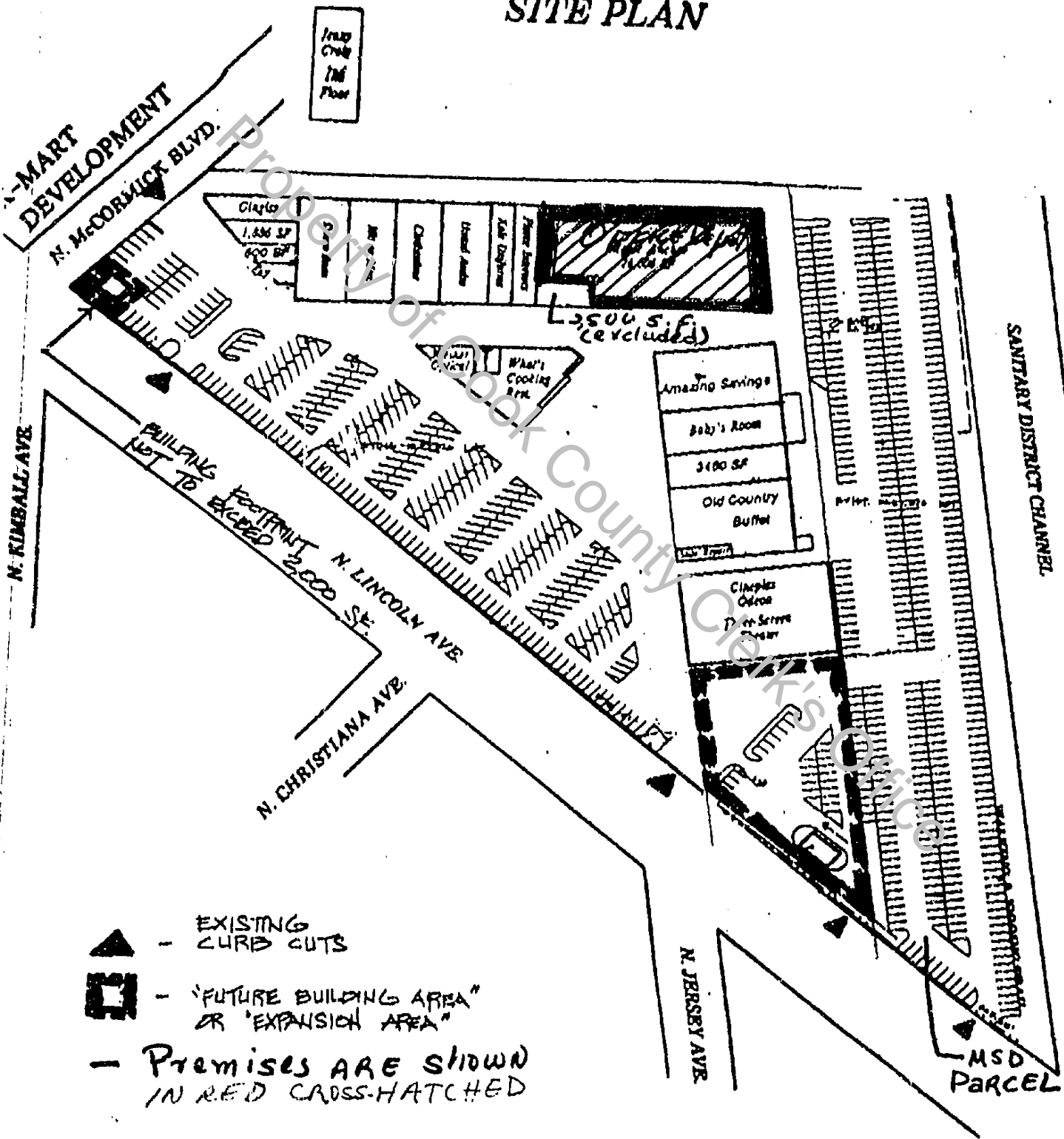
Landlord hereby warrants and represents that the above legal description conforms to the Shopping Center as depicted on the Site Plan.

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EXHIBIT B

SITE PLAN

## LINCOLN VILLAGE SHOPPING CENTER SITE PLAN



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