

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE dated as of this 1/4 day of June, 1997, by and between DIMUCCI DEVELOPMENT CORPORATION OF CICERO II, an Illinois corporation having its principal office at 100 West Dundee Road, Palatine, Illinois 60067 ("Landlord"), and OFFICEMAX, INC., an Ohio corporation having its principal office at 3605 Warrensville Center Road, Shaker Heights, Ohio 44122-5203 ("Tenant").

DEPT-01 RECORDING \$35.50  
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44299 + DR \* - 97 - 483256  
COOK COUNTY RECORDER

WITNESSETH:

DEPT-10 PENALTY \$32.00

That in consideration of the rents, covenants, and conditions more particularly set forth in a certain lease between Landlord and Tenant, of even date herewith (the "Lease"), Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Demised Premises. Landlord does demise unto Tenant and Tenant does take from Landlord, for the Term (as hereinafter defined), the following property: (a) a portion of a one (1) story building (the "Building"), located on that certain parcel of land described on EXHIBIT "A", attached hereto ("Landlord's Parcel"), and being a portion of a shopping center commonly known as Cicero Marketplace (the "Shopping Center") located on 29th and Cicero, Cicero, Illinois, and (b) a non-exclusive easement and right to use all facilities erected or serving the Shopping Center and intended for public or common use, including, but not limited to, all entrances, exits, driveways, service drives and parking areas subject to and in accordance with the Operation and Easement Agreement dated April 27, 1995, between Landlord and Dayton Hudson Corporation recorded as Document No. 95278936 in the Cook County Recorder's Office, as amended by First Amendment to Operation and Easement Agreement dated as of September 19, 1996 and recorded as Document No. 96723367 in the Cook County Recorder's Office (collectively, the "OEA"). The premises contain approximately twenty three thousand five hundred (23,500) square feet of floor area, as delineated on the site plan attached hereto as EXHIBIT "B" (the "Demised Premises").

The exterior walls and roof of the Demised Premises and the area beneath the Demised Premises are not demised hereunder.

2. Use. The Demised Premises may be used for any lawful purpose.

3. Term. The initial term of this lease (the "Initial Term") shall commence (the "Commencement Date") upon the earlier of (a) the Date of Occupancy, or (b) the date Tenant shall open for business in the Demised Premises. The Lease shall terminate fifteen (15) years and three (3) months from the last day of the month in which the Commencement Date occurs provided, that Tenant shall have three (3) successive options to extend the

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BMLF

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term of the Lease for an additional period of five (5) years on each such option, each such extended term to begin, respectively, upon the expiration of the Initial Term of the Lease or of the Lease as extended.

4. Exclusive Use. During the Term (including any renewal or extended term) no portion of Landlord's Parcel, Phase III, (as shown on EXHIBIT "B" or any other property owned by Landlord (excluding the Demised Premises) shall be used for the "Prohibited Uses" or in violation of the "Restricted Uses" described on EXHIBIT "C" attached hereto and made a part hereof. The Prohibited Uses and Restricted Uses shall be deemed covenants running with the land and shall bind and burden the Shopping Center and shall inure to the benefit of the Demised Premises and Tenant for the Term of the Lease (including any renewal or extended term).

5. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease.

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

WITNESSES:

*Darcia A. Bailey*  
Print Name Darcia A. Bailey  
*M. E. Hanrahan*  
Print Name: MARY E. HANRAHAN

LANDLORD:

DIMUCCI DEVELOPMENT CORPORATION OF  
CICERO II, an Illinois corporation

By: *Donald W. Bailey*  
Donald W. Bailey  
Its: Agent

TENANT:

OFFICEMAX, INC., an Ohio  
corporation ("Tenant")

*Barbara Renstrom*  
Print Name: Barbara Renstrom  
Lease Administrator

*Brian J. Bern*  
Print Name: Brian J. Bern  
Lease Analyst

By: *Mark L. Keschl*  
Mark L. Keschl  
Its: Senior Vice President of  
Real Estate

Property  
Cook County Clerk's Office

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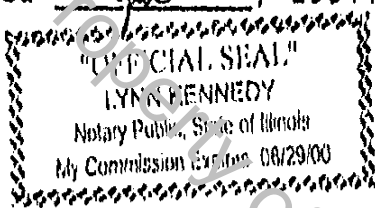
10/1/2013

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STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

BEFORE ME, a Notary Public in and for said County and State, did personally appear DIMUCCI DEVELOPMENT CORPORATION OF CICERO II, a Illinois corporation, by Donald W. Bailey, its Agent, who acknowledged to me that he did sign the foregoing instrument as such officer and that the same is his free act and deed, both individually and as such Agent of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, this 11<sup>th</sup> day of Jan, 1997.



Lynn Kennedy  
NOTARY PUBLIC

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

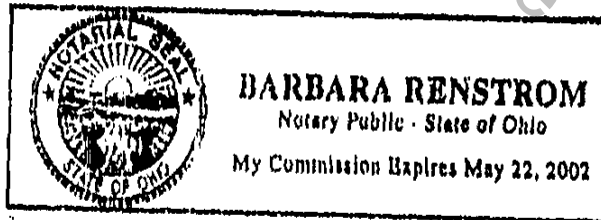
BEFORE ME, a Notary Public in and for said County and State, did personally appear OFFICEMAX, INC., an Ohio corporation, by Mark L. Keschl, its Senior Vice President of Real Estate, who acknowledged to me that he did sign the foregoing instrument as such officer and that the same is his free act and deed, both individually and as such officer of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand official seal at Cleveland, Ohio, this 14<sup>th</sup> day of Aug, 1997.

Barbara Renstrom  
NOTARY PUBLIC

DRAFTED BY, AND WHEN RECORDED, RETURN TO:

L.V. Lindberg, Esq.  
BAKER & HOSTETLER  
3200 National City Center  
1900 E. 9th Street  
Cleveland, Ohio 44114  
(216) 961-7483

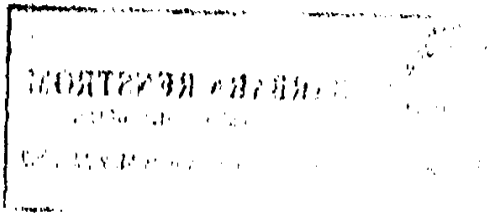


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SVL0143; 34255; 91001; ILLINOIS; CICERO (00610); DLX-07307M  
DLX 4/25/97

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LEGAL DESCRIPTION OF DEVELOPER TRACT

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 33.00 FEET EAST OF THE WEST LINE OF SAID SECTION 27;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF CICERO AVENUE, A DISTANCE OF 517.52 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 26 MINUTES 44 SECONDS EAST, A DISTANCE OF 263.45 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 37.47 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 303.90 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 21.32 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 209.33 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 86.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.00 FEET TO A POINT;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 97.56 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF MANUFACTURER'S JUNCTION RAILROAD COMPANY, 99-YEAR EASEMENT, A DISTANCE OF 113.55 FEET TO A POINT;

THENCE NORTH 89 DEGREES 26 MINUTES 44 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 696.73 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 148.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

- PIN: 16-27-306-007
- 16-27-306-008
- 16-27-306-009
- 16-27-306-016
- 16-27-306-026
- 16-27-306-032
- 16-27-306-035
- 16-27-306-037
- 16-27-306-040

AND

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(OUTLOT C)

THAT PART OF LOTS 1 AND 2 IN OWNER'S SUBDIVISION OF THE WEST 1/4 (EXCEPT THE WEST 33 FEET THEREOF) OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 2 ACRES OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, 33 FEET EAST OF THE WEST LINE OF SAID SECTION 27, SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID LOT 1 IN OWNER'S SUBDIVISION;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF CICERO AVENUE, A DISTANCE OF 46.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 255.34 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 143.50 FEET TO A POINT;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 255.34 FEET TO A POINT;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID EAST LINE OF CICERO AVENUE, A DISTANCE OF 143.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 16-27-306-001  
16-27-306-002

Cook County Clerk's Office

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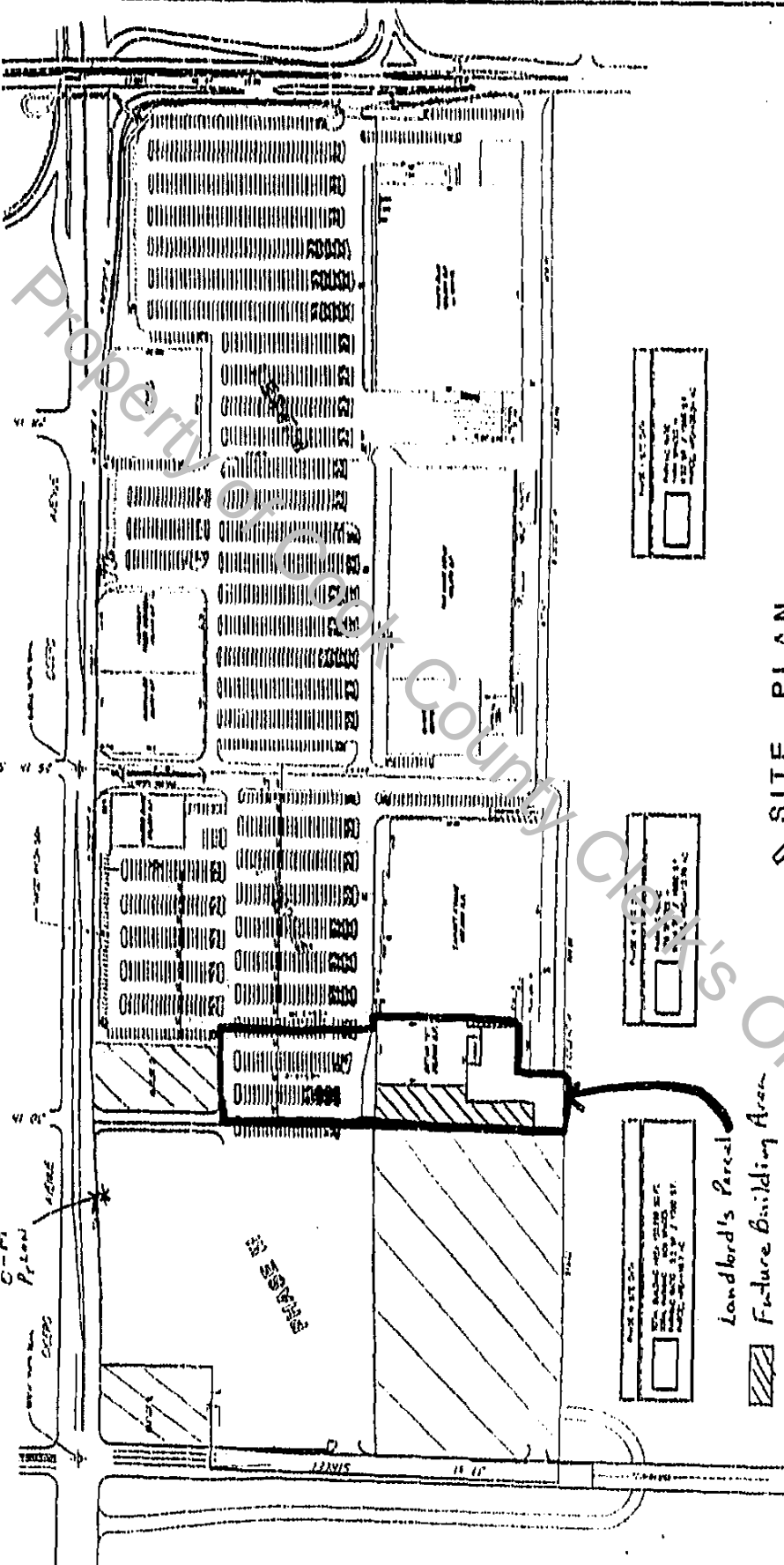
PROPOSED RETAIL OFFICE MAY  
CICERO MARKETPLACE  
1234  
DI MUCCI DEVELOPMENT CORPORATION  
1234567890

Site plan  
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# CICERO MARKETPLACE



SITE PLAN

Landlord's Parcel  
Future Building Area

City of Cook County Office

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## EXHIBIT "C"

During the initial term of the lease or during any renewal period thereunder, no portion of Landlord's Parcel, Phase III (as shown on EXHIBIT "B" to this Memorandum and to the Lease) or any other property owned by Landlord (excluding the Demised Premises) shall be used:

(a) For the purposes of, or which is permitted to be, the sale of office, home office, school or business products, computers and computer products, office, home office, school or business supplies or equipment; office furniture; or electronics (including by way of example those businesses operated by Office Depot, Staples, Office Shop Warehouse, and Workplace), or for use as a copy center or "Kinko" type of operation (all of which are hereinafter referred to as the "Prohibited Uses"), except to the extent permitted by subparagraph (b) immediately below.

(b) For any purpose which would permit more than (i) two thousand (2,000) square feet of space to be used for any Prohibited Uses, or (ii) ten percent (10%) of such user's floor area to be used for purposes of any Prohibited Uses, whichever is less.

(c) The limitations in (a) and (b) above shall not restrict Landlord from leasing to a tenant for the operation of a consumer electronics superstore of in excess of 20,000 square feet such as Circuit City or Best Buy or a Radio Shack store with less than 5,000 square feet of floor area. These exceptions in (c) shall not be construed to permit a computer store.

In addition, during the initial term of this lease and during any renewal period hereunder:

(a) No portion of Landlord's Parcel, Phase III or any other property owned by Landlord and located within two hundred linear feet (200') of the demising walls of the Demised Premises shall be used as a restaurant, delicatessen, nightclub or other entertainment facility, bowling alley, arcade, game room, skating rink, billiard room, theater, movie theater, health club or spa, or for commercial purposes (such as medical or office uses), or for any use that requires parking in excess of five (5) spaces for each one thousand (1,000) square feet of leasable floor area; and

(b) No portion of Landlord's Parcel, Phase III or any other property owned by Landlord shall be used in violation of the OEA.

The restricted uses set forth in items (a) and (b) above are hereinafter referred to collectively as the "Restricted Uses".

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