

UNOFFICIAL COPY



MAIL RECORDED ORIGINAL TO:

Legal Department (33705)
7-Eleven, Inc.
2711 North Haskell Avenue
Dallas, Texas 75204-2906

Doc#: 0704622022 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/15/2007 01:07 PM Pg: 1 of 7

Parcel Pin #: 17-16-319-008

10983605

Prepared by:

Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, AZ 85012-2913

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as described herein. The parties have executed this Memorandum of Lease for recording purposes only as to the Lease hereinafter described, and it is not intended to and shall not modify, amend, supersede or otherwise affect the terms and provisions of said Lease.

1. Name of Document: BUILDING LEASE
2. Name of Landlord: 216 WEST JACKSON, L.L.C., an Illinois limited liability company
3. Name of Tenant: 7-ELEVEN, INC., a Texas corporation
4. Address of Landlord: 216 West Jackson, L.L.C
Mr. Elliot Weiner
Marc Realty
20 East Jackson Blvd., Suite 400
Chicago, Illinois 60604
5. Address of Tenant: 7-Eleven, Inc.
Attn: Corporate Real Estate
2711 North Haskell Avenue
Dallas, Texas 75204-2906
6. Date of Lease: May 18, 2006
7. Premises / Leased Property: See Exhibit A attached hereto.

UNOFFICIAL COPY

8. **Commencement Date:** Unless sooner terminated or extended as herein provided, the term of this Lease shall commence on the first day of the first month following the earlier of: (i) the date Tenant opens for business, or (ii) ninety (90) days after Tenant has delivered its written notice of satisfaction or waiver of all conditions precedent under this Lease, and expire on the date that is ten (10) years after said commencement (hereunder, the "Term").
9. **Initial Lease Term:** Ten (10) Years
10. **Option to Extend:** Two (2) five (5) year options
11. **Exclusives:** Landlord agrees that, during the Term and any Extended Term, Landlord shall not enter into a new lease for any portion of the Building under which any occupant of such other space would be allowed to sell any of the following items:
- a. packaged fluid milk in one quart or larger containers;
 - b. commercially packaged bread products;
 - c. delicatessen and delicatessen type items, including, but not limited to, packaged lunch meats, prepared sandwiches and foods, made to order sandwiches and foods, grill items (such as hot dogs), burritos, salads and condiments for consumption on or off premises;
 - d. grocery items;
 - e. cigarettes and tobacco products, unless vended by machine;
 - f. beer for off premise consumption;
 - g. health and beauty aids;
 - h. soft drinks in six pack, eight pack, twelve pack case lots, half, one or two liter bottles, or by the cup or can or frozen or semi-frozen carbonated beverages;
 - i. candy, unless gift boxed or sold in bulk;
 - j. coffee or hot chocolate by the cup;
 - k. newspapers, magazines and paperback books;
 - l. lottery ticket, money orders, phone cards.

UNOFFICIAL COPY

12. Permits/Licenses: Landlord hereby grants to Tenant the right to apply for and obtain, in Tenant's name, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to perform maintenance, remodeling, alterations and repairs of the Premises for Tenant's initial build-out of the Premises and any subsequent permitted alterations therein, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to cooperate with Tenant in connection with Tenant's efforts pursuant to this Article 11 and to execute any documents reasonably requested by Tenant in connection therewith.

A copy of the Building Lease is on file with Landlord and Tenant at their respective addresses set forth above.

[The Remainder of this Page Intentionally Left Blank.
Signature Page Follows.]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 27th day of SEPTEMBER, 2006.

LANDLORD:

216 West Jackson, L.L.C.,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

TENANT:

7-ELEVEN, INC.,
a Texas corporation

By: _____
Name: **DAVID HOLLAND**
Title: **Attorney-in-Fact**

ATTEST:

Robert D. Bryant
Assistant Secretary

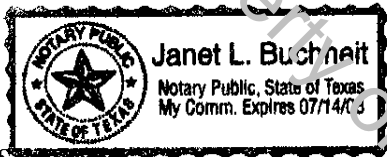
Property of Cook County Clerk's Office

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss.
County of Dallas)

This instrument was acknowledged before me on SEPTEMBER 27th, 2006, by DAVID HOLLAND, as Attorney-in-Fact of 7-ELEVEN, INC., a Texas corporation, on behalf of the corporation.

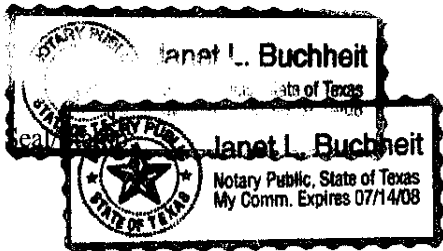


Seal/Stamp:

Janet L. Buchheit
Notary Public

STATE OF TEXAS)
) ss.
County of Dallas)

This instrument was acknowledged before me on SEPTEMBER 27, 2006, by Robin D. Bryant, as Assistant Secretary of 7-ELEVEN, INC., a Texas corporation, on behalf of the corporation.

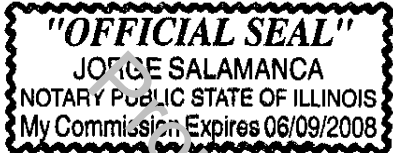


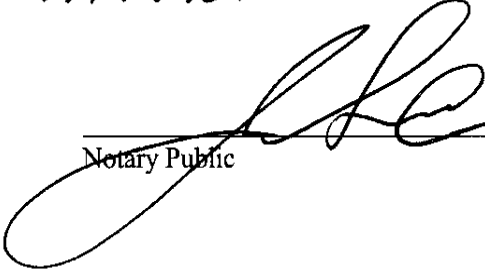
Janet L. Buchheit
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss.
County of Cook)

This instrument was acknowledged before me on September 27, 2006, by Laurence H. Weiner as MANAGER of 216 West Jackson, L.L.C., on behalf of the company.





Notary Public

Seal/Stamp:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

The land referred to herein is situated in the State of Illinois, County of Cook, City of Chicago, and is described as follows:

Approximately 2,575 square feet of retail first floor space in the Building located at 216 West Jackson, Chicago, Illinois, more particularly described as follows:

Lots 18 and 19, 20, 21, 22, 53, 54, 55, 56 and 57 in the Subdivision of Block 92 in School Section Addition, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address. 216 West Jackson, Chicago, Illinois

Tax # 17-16-219-008