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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/02/2014 02:48 PM Pg: 1 of 8

PREPARED BY:

Legal Department
7-Eleven, Inc.
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506
J. DONALD STEVENSON, JR.
WHEN RECORDED MAIL TO:

Return to: ND751002-89158
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas Texas 75201

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

13-14-121-017-0000
13-14-121-018-0000

4401 North Pulaski
Chicago, Illinois
7-Eleven Loc. 36061

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. In the event of any conflict between this Memorandum of Lease and the Lease, the Lease shall control. All of the capitalized terms contained herein are defined in the Lease.

1. Name of Document: FREESTANDING LEASE (the "Lease")
2. Name of Landlord: Dharmesh A. Purohit, Mayank A. Purohit, Chaitanya A. Purohit and Kirtida Majmundar, as tenants in common
3. Name of Tenant: 7-Eleven, Inc., a Texas corporation
4. Address of Landlord: c/o Dharmesh A. Purohit
6001 West Addison Avenue
Chicago, Illinois 60634
5. Address of Tenant: 7-Eleven, Inc.
Attn: Corporate Real Estate
1722 Routh Street, Suite 1000
Dallas, Texas 75201-2506
6. Date of Lease: DECEMBER 31, 2012

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7. Premises/Leased Property: The Premises is described on Exhibit A, attached hereto and made a part hereof, consisting of approximately 10,800 square feet of real property and all improvements thereto, including a building containing approximately 2,590 square feet of space, located at 4401 North Pulaski, Chicago, Illinois, and including the non-exclusive right for Tenant, and its employees, suppliers, contractors, authorized representatives and invitees to use any means of ingress and egress to property adjoining the Premises, insofar as Landlord has the right to grant such use.
8. Commencement Date: The Term shall commence on the first day of the first calendar month following the earlier of: (i) one hundred twenty (120) days after both: (a) Landlord has received written notice from Tenant of satisfaction or waiver of all conditions precedent under Article 22 of the Lease, and (b) Landlord has delivered the Premises to Tenant in the condition required under the Lease; or (ii) the date Tenant opens for business.
9. Initial Lease Term: Ten (10) Years
10. Option to Extend: Four (4) successive options, for any period of time up to but not exceeding five (5) years for each option.
11. Permits/Licenses: Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of the Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.
12. Parking: At all times during the Term and any Extended Term, Tenant shall have the right to the exclusive use of all parking spaces (and not less than ten (10) non-handicapped spaces) located within the Premises, and Tenant may designate them as such.
13. Exclusives: Landlord agrees that, during the Term and any Extended Term, no occupant of any property owned or controlled by Landlord or any affiliate of Landlord that is adjacent to the Premises (the "Restricted Property") other than Tenant shall operate a business which provides or offers banking or other financial services (including automatic teller machines) or offers for sale or rental, in connection with all or any part of its business operations, 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

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- 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 and wine 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) petroleum products;
 - (m) lottery ticket, money orders, phone cards; and
 - (n) donuts

Landlord agrees to protect Tenant's and Tenant's franchisees at the Premises exclusive right to sell or rent the above listed items in any future sale or lease of all or any portion of the Restricted Property. Landlord shall not enter into any lease for occupancy of the Restricted Property that permits the sale or rental of the above listed items, and shall promptly, at its expense, take all appropriate legal action to stop any sales or rentals in violation of Tenant's exclusive rights. If any of the above covenants are found by court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines are reasonable and enforceable. Landlord hereby grants Tenant the right to institute an action, including an action for damages or injunctive relief, against any tenant of the Restricted Property which is operating in violation of the exclusives contained in Article 44 of the Lease, provided however that Tenant does not, by virtue of obtaining such right, waive any rights it may have against Landlord as a result of any such violation.

The parties intend Article 44 to run with the land and bind Landlord's transferees, successors and assigns. Landlord shall take all action necessary to cause any transferee of any portion of the Restricted Property to acknowledge Tenant's exclusive use rights under the Lease.

This Memorandum of Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

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[SIGNATURE AND ACKNOWLEDGMENT PAGES OF LANDLORD TO MEMORANDUM OF LEASE]

WITNESS the following signatures and seals.

"LANDLORD"

Dharmesh A. Purohit, Mayank A. Purohit, Chaitanya A. Purohit and Kirtida Majmundar, as tenants in common

Dharmesh A. Purohit

Dharmesh A. Purohit

Mayank A. Purohit

Mayank A. Purohit

Chaitanya Purohit

Chaitanya A. Purohit

Kirtida Majmundar

Kirtida Majmundar

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

This instrument was acknowledged before me on March 10th, 2014,
by Dharmesh Purohit, Mayank Purohit, Chaitanya Purohit & Kirtida Majmundar

Monika Gil

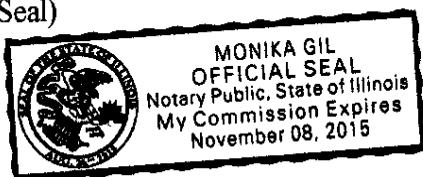
(Signature of Notary Public)

Name: MONIKA GIL (Print)

Commission No. 686256

Commission Expires 11/08/2015

(Seal)



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STATE OF ILLINOIS)
)SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2014,
by _____.

(Seal)

(Signature of Notary Public)

Name: _____ (Print)

Commission No. _____

Commission Expires _____

Property of Cook County Clerk's Office

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[SIGNATURE AND ACKNOWLEDGMENT PAGE OF TENANT TO MEMORANDUM OF LEASE]

WITNESS the following signatures and seals.

“TENANT”

Attest:

Name: Robin D. Bryant

Title: Assistant Secretary

7-ELEVEN, INC., a Texas corporation

By: Daniel J. Porter

Name: Daniel J. Porter

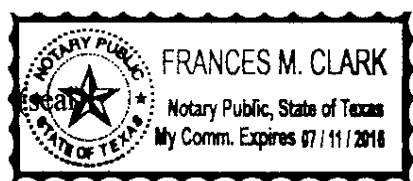
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Daniel J. Porter and Robin D. Bryant, a(n) Vice President and an Assistant Secretary, respectively, of 7-ELEVEN, INC., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said corporation and that they each executed the same as the act of such corporation for the purposes therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of March, 2014.



Frances M. Clark
(Notary signature)
Frances M. Clark
(typed or printed name)

My commission expires:

7/11/16

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EXHIBIT A

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lot 25 in Block 1 in Pearson and Kinne's Addition to Irving Park, in the south 1/2 of the southwest 1/4 of the northeast 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The West 1/2 of Lot 24 in Block 1 in Pearson and Kinne's Addition to Irving Park in South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.