



Doc# 2213722037 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 05/17/2022 11:58 AM PG: 1 OF 6

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This document was prepared by
and upon recording return to:

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St. Louis, MO 67105
Attn: Stacy Engle Whiffler, Esq.
"CT" CCH 210 3521 LD
1082 JFI

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**"), dated as of March 23, 2022, is made by and between **CFLS EVERGREEN LLC**, a Delaware limited liability company ("**Landlord**"), and **MACY'S RETAIL HOLDINGS, LLC**, an Ohio limited liability company ("**Tenant**").

RECITALS:

A. By that certain Lease dated as of March 23, 2022 ("**Lease**"), by and between Landlord and Tenant, Landlord leased to Tenant and Tenant lease (from Landlord, upon and subject to the terms and provisions contained in the Lease, certain premises ("**Premises**"), shown as hatched on the Site Plan attached hereto as Exhibit A-1, in the certain property ("**Landlord's Parcel**") located in Evergreen Park, Cook County, Illinois, as more particularly described in Exhibit A attached hereto.

B. Landlord and Tenant desire to execute and record this Memorandum for the purpose of giving notice of the existence of the Lease.

C. Unless otherwise provided herein, all capitalized words and terms in this Memorandum shall have the same meanings ascribed to such words and terms as in the Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Premises.** For and in consideration of the rents reserved and of the covenants and agreements contained in the Lease, Landlord has leased unto Tenant and Tenant has leased from Landlord the Premises within the Landlord's Parcel.

2. **Term.**

Initial Term: Ten (10) Lease Years, starting on the Rent Commencement Date and expiring on the last day of such tenth (10th) Lease Year; provided however, upon at least one hundred eighty (180) days' notice, Tenant may extend the Term on the same terms and conditions for the purpose of conducting a going out-of-business sale and removing personal property, (a) for up to sixty (60) days or (b) if the Term expires

9700 S WESTERN AVE
EVERGREEN PARK IL 60805
PIN: 24-12-236-009

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in October, November, or December, until a date that is no later than the last day of the following February following the calendar year in which the Term would have otherwise expired.

Option Terms: Two (2) renewal options of five (5) full Lease Years each.

3. **Permitted Uses.** Tenant initially intends to use the Premises as a retail department store, including the sale of men's, women's and children's apparel, beauty supplies, footwear, home goods and the sale of such items sold in other stores utilizing Tenant's Tradename, as well as a fulfillment center. After Tenant's initial opening use, Tenant shall have the right, but not the obligation, to use and occupy the Premises or any portion thereof, for any and all lawful purposes consistent with the Center at such time, except for such prohibited use and exclusives listed on Exhibit D to the Lease (the "Prohibited Uses and Exclusives"); provided, however, that the Prohibited Uses and Exclusives shall only apply to Tenant's operation of the Premises if and to the extent the agreement or other instrument imposing such Prohibited Uses and Exclusives is in full force and effect and if the Prohibited Uses and Exclusives are modified subject to the Effective Date, Tenant shall not be bound by any such modification.

4. **Memorandum of Lease.** This Memorandum is executed for the purposes of giving notice of the existence of the Lease. The Lease is deemed to be a material part this Lease as though set forth in length herein. Whenever a conflict of provisions between this Memorandum and the Lease shall occur, the provisions of the Lease shall govern. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Miscellaneous.** Upon the expiration or earlier termination of the Lease, this Memorandum of Lease shall automatically terminate without further act of the parties hereto, and upon request by either party, the other party shall execute any documents reasonably required to evidence such termination and to remove any exceptions to title resulting from the Lease.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be executed as of the day and year first above written.

LANDLORD:

CFLS EVERGREEN LLC, a Delaware limited liability company

By: [Signature]
Name: Andrew Osborne
Title: Authorized Signatory

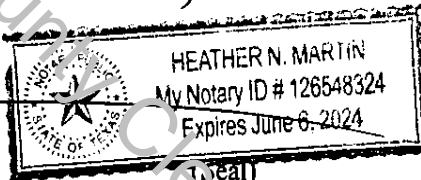
STATE OF TEXAS)

COUNTY OF DALLAS)

On this 11 day of March, 2022, before me, the undersigned notary public, personally appeared Andrew Osborne, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as a/an Authorized Signatory for **CFLS EVERGREEN LLC**, a Delaware limited liability company.

[Signature]

Signature of Notary



My commission expires: _____

Properly
Clerk's Office

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TENANT:

MACY'S RETAIL HOLDINGS, LLC,
an Ohio limited liability company

By: *Matthew S. Schroeder*
Name: Matthew S. Schroeder
Title: Vice President

STATE OF Ohio)

COUNTY OF Hamilton)

On this 20 day of ~~March~~ ^{April}, 2022, before me, the undersigned notary public, personally appeared Matthew Schroeder, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as a/an VP for **MACY'S RETAIL HOLDINGS, LLC**, an Ohio limited liability company.

Tracy Deel
Signature of Notary

My commission expires: 10-15-2024



TRACY DEEL
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
10-15-2024

PROFESSIONAL COOK COUNTY Notary Office

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Exhibit A

Legal Description of the Landlord's Parcel

Lot 1 in Evergreen Plaza Subdivision, being a Resubdivision of various subdivisions and vacated alleys lying in the Northeast quarter of section 12, township 37 North, range 13 East of the Third Principal Meridian, according to the plat thereof recorded October 21, 2016, as Document Number 1629534030, in Cook County, Illinois.

Property of Cook County Clerk's Office

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RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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Exhibit A-1

Site Plan

