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Doc#: 2227010132 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/27/2022 11:37 AM Pg: 1 of 9

Freedom Title Corporation
2000 W ATT Center Dr., Ste C205
Hoffman Estates, IL 60192

FR 6719853
1/1

PREPARED BY AND
WHEN RECORDED MAIL
TO:

7-Eleven, Inc.
Attn: Corporate Real Estate
3200 Hackberry Road
Irving, Texas 75063
Store 41810

PARCEL ID NOS.: 13-16-201-037-0000, 13-16-201-038-0000

SPACE ABOVE THIS LINE FOR
RECORDER'S USE ONLY

Property Address
5037 West Lawrence Avenue
Chicago, Illinois

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as herein described. It is executed by the parties hereto for recording purposes only as to the Lease hereinafter described, and it is not intended and shall not modify, amend, supersede, or otherwise affect the terms and provisions of said Lease. Terms used but not defined herein shall have the meaning set forth in the Lease.

Name of Document (the "Lease"): Freestanding Lease, as amended

Date of Lease: July 14, 2020

Name of Landlord: **5035 W LAWRENCE, LLC**, an Illinois limited liability company

Name of Tenant: **7-ELEVEN, INC.**, a Texas corporation

Address of Landlord: 5035 W Lawrence, LLC
226 North Morgan Street, Suite 300
Chicago, Illinois 60607
Attn: Christopher Ilekis

Address of Tenant: 7-Eleven, Inc.
Attn: Corporate Real Estate Store #41810

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PO Box 711
Dallas, Texas 75221-0711

Premises: See Exhibit A attached hereto and made a part hereof.

Term Commencement Date: February 1, 2023

Initial Lease Term: Fifteen (15) Years.

Option to Extend: Four (4) successive options, to extend the Term for subsequent periods of five (5) years for each option.

Permits/Licenses: Landlord grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required to be applied for or obtained in Landlord's name by applicable governmental authorities necessary or desirable for Tenant to perform maintenance, remodeling, alterations and repairs at the Premises (except that if any alterations require Landlord's consent under the Lease, Tenant may not apply for permits for such alterations in Landlord's name unless Landlord has granted the required consent), 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 at no out of pocket cost to Landlord. Nothing herein shall be construed as granting a power of attorney by Landlord to Tenant. Subject to Landlord's obligations under the Lease, Tenant shall indemnify, defend and hold Landlord harmless with respect to all claims, obligations, liabilities and expenses asserted against Landlord to the extent resulting from Landlord executing such applications requested by Tenant or Tenant submitting any such application in Landlord's name and not otherwise due to Landlord's own acts or other causes, which indemnification obligation shall expressly survive the expiration or earlier termination of the Lease.

Right of First Offer: The Lease contains a right of first offer option in favor of Tenant.

Exclusive: Landlord agrees that, during the Term and any Extended Term, Landlord and/or a Landlord Related Owner (as defined below) shall not (x) sell any Adjacent Property (as defined below) to any party for the operation of, (y) enter into any lease pursuant to which Landlord or a Landlord Related Owner leases any Adjacent Property to any party for the operation of, or (z) use the Adjacent Property for the operation of (i) a business which provides or offers, banking or other financial services (including automatic teller machines), (ii) a Convenience Store

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(as hereafter defined), or (iii) a business which offers for sale or rental in connection with all or any part of its business operations, any of the following items:

- A. motor fuels;
- B. any grocery items, including snacks, foods and beverages commonly sold at a first class convenience store;
- C. cigarettes and tobacco products, unless vended by machine;
- D. intentionally omitted;
- E. health and beauty aids;
- F. frozen or semi-frozen carbonated beverages;
- G. candy, unless gift boxed or sold in bulk;
- H. coffee or hot chocolate by the cup;
- I. newspapers, magazines and paperback books;
- J. lottery tickets, money orders, phone cards; and
- K. gift / cash cards (other than gift cards sold by a tenant of the Adjacent Property for the particular business operated by such tenant within the Adjacent Property);

Landlord agrees to protect Tenant's and Tenant's franchisees at the Premises exclusive rights contained herein in any sale or lease on or after the date of the Lease is fully executed of all or any portion of the Premises and/or any Adjacent Property by a Landlord Related Owner. Landlord shall promptly, at its expense, take all appropriate legal action to stop any such 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 grants Tenant the right to institute an action, including an action for damages or injunctive relief, against any tenant of an Adjacent Property operating in violation of the exclusives contained in Article 45 of the Lease which Adjacent Property was first leased by a Landlord Related Owner to such tenant from and after the date the Lease is fully

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executed, 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.

For the purposes of the Lease, (i) the term "Landlord Related Owner" shall mean Landlord and/or an entity that owns an interest in any Adjacent Property and is affiliated with Landlord, such that Landlord (or the owner(s) of any interest in Landlord) directly or indirectly controls, is controlled by, or is under common control with such entity (or the owner(s) of any interest in such entity), (ii) the term "Adjacent Property" shall mean any premises, land, property, shopping center, or development (including, without limitation, any portion thereof) located adjacent to the Premises and not owned by a Landlord Related Owner as of the date of the Lease is fully executed, and (iii) the term "Convenience Store" shall mean a retail store selling, renting or providing merchandise and/or services customarily sold, rented or provided from time to time at stores operated or franchised by Tenant within the State in which the Premises are located, and including by way of example, but not limited to, merchandise and/or services customarily sold, rented or provided from time to time at stores such as a Cumberland Farms, Circle K, Stop N Shop, On the Run, High's, QuickChek, Store 24, WaWa, and Kwik Stop, and other regional, ethnic or "mom and pop" convenience stores or businesses.

Notwithstanding anything to the contrary contained in Article 45 of the Lease, Tenant's exclusive rights shall not apply to: (i) any existing tenant located within any Adjacent Property, as of the date of the Lease, which are identified in Exhibit B-2 attached to the Lease, to the extent Landlord has no contractual right (in connection with the approval for changes in permitted uses, assignment, sublease or otherwise) to prevent such existing tenants and occupants from changing their current use to any use that would violate Article 45 of the Lease, or (ii) if a presently existing tenant of an Adjacent Property assigns or sublets its space for a restrictive use and neither Landlord nor any Landlord Related Owner has the right to withhold its consent in its sole and absolute discretion. In addition, notwithstanding anything to the contrary contained in Article 45 of the Lease, the obligations and restrictions on Landlord and Landlord Related Owner shall only apply so long as Landlord and/or Landlord Related Owner owns a direct or indirect interest in the Premises.

Parking Rights

Tenant, Tenant's employees, agents, contractors, customers, franchisees, licensees, patrons, guests and invitees shall have the sole and exclusive right to use all of the parking spaces located at the Premises (the "7-Eleven Exclusive Parking

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Spaces”) as shown on the Site Plan. Tenant, at its sole cost and expense, shall have the right to maintain signs, striping or curb painting at each of 7-Eleven Exclusive Parking Spaces stating that the same are for “15 Minute Parking Only,” “7-Eleven Customer Parking Only” or such other message reasonably required by Tenant, subject to applicable laws, rules, regulations, and ordinances. Tenant shall have the right (but not the obligation) to enforce the parking restrictions with respect to 7-Eleven Exclusive Parking Spaces in accordance with applicable laws, rules, regulations, and ordinances, and Landlord shall reasonably cooperate with Tenant in connection with the same.

Signage

Landlord acknowledges and agrees that Tenant may install signage on the Premises to the maximum extent permitted by the applicable governmental authorities and any zoning restrictions including the requirements of the planned development and otherwise consistent with its then-current trade dress and standards including, but not limited to, as shown on Exhibit D attached to the Lease, as they may change from time to time, subject to and in compliance with any required local governmental approvals (the “Tenant’s Signs”).

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A copy of the Lease is on file with Landlord and Tenant at their respective addresses set forth above.

[Remainder of page intentionally left blank]

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

WITNESS the following signatures and seals.

TENANT:

Attest:

7-ELEVEN, INC.
a Texas corporation

Robin D. Bryant
Name: Robin D. Bryant
Title: Assistant Secretary

Ian C. Williams
By: Ian C. Williams
Name: Ian C. Williams
Title: Sr. Vice President

[corporate seal]

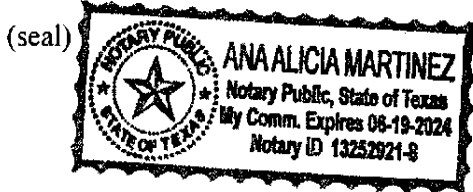
ACKNOWLEDGMENT

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 Ian C. Williams and Robin D. Bryant, a(n) Sr. Vice President and an Assistant Secretary, respectively, of 7-ELEVEN, INC., a Texas corporation, 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 21st day of September, 2022.

Ana Alicia Martinez
(Notary signature)
Ana Alicia Martinez
(typed or printed name)



My commission expires: 06-19-2024

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 2 AND 3 (EXCEPT THE EAST 15 FEET OF LOT 2) AND LOT 4 IN THE RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE AND OF LOTS 19 TO 24 INCLUSIVE IN BLOCK 10 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 1912 IN BOOK 117 OF PLATS PAGE 10 AS DOCUMENT 4957523 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 (EXCEPT THAT PART OF LOT 5 AFORESAID LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF LOT 5 WHICH SAID POINT IS 101.8 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT THENCE ALONG A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID LOT IN THE RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE AND LOTS 19 TO 24 INCLUSIVE IN BLOCK 10 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON A SUBDIVISION IN THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WHICH LIES NORTH OF THE NORTHWESTERN RAILWAY TRACK OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 EXCEPT THAT PART OF LOT 6 LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON WEST LINE OF LOT 6 WHICH POINT IS 83 FEET SOUTH OF NORTHWEST CORNER OF NORTHEAST CORNER OF SAID LOT 6 THENCE ALONG A STRAIGHT LINE TO A POINT ON EAST LINE OF SAID LOT WHICH POINT IS 101.8 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT IN THE RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE AND LOTS 19 TO 24 INCLUSIVE IN BLOCK 10 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON A SUBDIVISION IN THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WHICH LIES NORTH OF THE NORTHWESTERN RAILWAY TRACK OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 7 (EXCEPT THAT PART LYING SOUTH OF A LINE BEGINNING AT A POINT ON THE WEST LINE OF LOT 7 WHICH POINT IS 76 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT THENCE ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SAID LOT WHICH SAID POINT IS 100 FEET SOUTH OF THE NORTHEAST CORNER) IN RESUBDIVISION OF LOTS 1 TO 6 INCLUSIVE AND LOTS 19 TO 24 INCLUSIVE IN BLOCK 10 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON A

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SUBDIVISION IN THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 WHICH LIES NORTH OF THE NORTHWESTERN RAILWAY TRACK OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 1 AND THE EAST 15.00 FEET OF LOT 2, IN THE RESUBDIVISION OF LOT 1 TO 6 (BOTH INCLUSIVE) AND LOTS 19 TO 24 (BOTH INCLUSIVE), IN BLOCK 10 IN SILVERMAN'S ADDITION TO IRVING PARK MONTROSE AND JEFFERSON, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

KNOWN AS: 5037 W. LAWRENCE AVENUE, CHICAGO, ILLINOIS 60630

PERMANENT INDEX NUMBERS: 13-16-201-037-0000 & 13-16-201-038-0000

Property of Cook County Clerk's Office