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02-02479



RECORDING REQUESTED BY:  
**PREPARED**

IHOP Realty Corp.

Doc#: 0327439177  
Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
Date: 10/01/2003 04:03 PM Pg: 1 of 6

AND WHEN RECORDED MAIL TO:

IHOP Realty Corp.  
450 No. Brand Boulevard  
7<sup>th</sup> Floor  
Glendale, CA 91203-2306  
Attn: Legal Department

CAROL LAWRENCE

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**SHORT FORM OF LEASE**

THIS SHORT FORM OF LEASE is executed as of June 16, 2003, by and between **IHOP REALTY CORP.**, a Delaware corporation ("**Tenant**"), having its principal place of business at 450 North Brand Boulevard, 7<sup>th</sup> Floor, Glendale, California 91203-1903, and **DIMUCCI COMPANY OF CICERO III**, an Illinois corporation ("**Landlord**"), having its principal place of business at 285 West Dundee Road, Palatine, Illinois 60073.

**WITNESSETH:**

**THAT** for and in consideration of the covenants and agreements contained in that certain Ground Lease, by and between Landlord and Tenant, dated as of June 16, 2003 (the "**Lease**"), Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord, a portion of that certain tract of land (hereinafter referred to as the "**Premises**"), the entire tract is more particularly described on **Exhibit "A"** attached hereto.

**TO HAVE AND TO HOLD** the Premises for a period of Twenty-five (25) years commencing on June 16, 2003 (the "**Term**"). Landlord also hereby grants to Tenant Three (3) options of five (5) years each to extend the term of the Lease by providing Landlord with written notice thereof. References to "Term" shall be deemed to include any extended term. Capitalized terms not otherwise defined herein shall have the same meaning as set forth therefor in the Lease.

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**SUBJECT TO** the following covenants of Landlord and Tenant contained in Sections 18, and 20.1 of the Lease (which are set forth below):

"Article 18 - Subordination. Provided that Landlord delivers to Tenant an agreement in substantially the same form as **Exhibit F** attached hereto from any future mortgagee or holder of a deed of trust or other encumbrance with respect to the Premises, Tenant agrees to subordinate its rights hereunder to the lien of such mortgage, deed of trust or other encumbrance.

20.1 Landlord's Covenants. Landlord agrees, for itself and its successors and assigns, that during the Term it will not use or lease, or permit, suffer, or allow any tenant to use or lease any property which adjoins the Premises and is owned or controlled by Landlord (the "Restricted Property") for any full service (table service), full menu including breakfast moderately priced restaurant (commonly known as a "family restaurant," as further defined in *Nations Restaurant News*) that would compete with an International House of Pancakes restaurant, such as, but not limited to, The Village Inn, Bob's Big Boy, Shoney's, Denny's, Denny's Diner, Perkins', Waffle House, Baker's Square, Mimi's Café, Coco's, JB's, Allie's, Cracker Barrel, Marie Callender's, Friendly's, or Bob Evans' Farms. Notwithstanding anything to the contrary in the preceding sentence, Landlord may use or lease, or permit or allow any tenant to use or lease any portion of the Restricted Property for the following: (1) dinner houses or seafood restaurants, (2) Oriental, French, Mexican, Italian, or other ethnic restaurants, (3) any so-called "fast food" operation, such as, without limitation, McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell, or Whataburger, (4) any so-called "casual dining" restaurant such as Chili's or Black-Eyed Pea, or (5) any food specialty shops such as, without limitation, ice cream, yogurt, submarine sandwich, pizza, or similar single item shops."

This Short Form of Lease may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one and the same document.

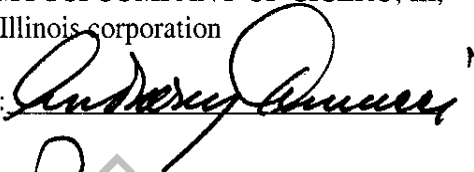
It is understood and agreed that this Short Form of Lease is executed solely for the purpose of giving notice to the public of the existence of the Lease of the Premises, the terms and conditions of which are expressly incorporated herein by reference for all purposes as though fully set forth herein. Should there be any inconsistency between the terms of this instrument and the Lease incorporated herein, the terms of said incorporated Lease shall prevail.

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

**LANDLORD****TENANT**

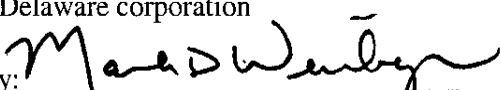
DIMUCCI COMPANY OF CICERO, III,  
an Illinois corporation


By: 

Its: 

Name: Anthony Dimucci

IHOP REALTY CORP.,  
a Delaware corporation

By:   
Mark D. Weisberger, Vice President

By:   
Richard C. Celio, Vice President

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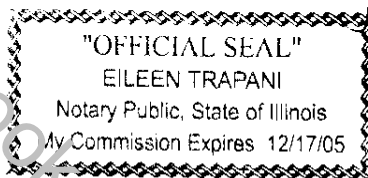
## [ACKNOWLEDGMENT OF LANDLORD]

STATE OF ILLINOIS           §  
    §  
 COUNTY OF Cook           §

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY, DiMucci Company of Cicero III, an Illinois corporation, has caused its name to be signed to these presents by Anthony DiMucci, as the President of the company, who is personally known to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as their free and voluntary act on behalf of the company for the purposes therein set forth.

Given under my hand and Notarial Seal this 16 day of July, 2003.

Eileen Trapani  
 Notary Public



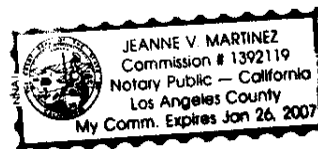
## [ACKNOWLEDGMENT OF TENANT]

STATE OF CALIFORNIA       §  
    §  
 COUNTY OF LOS ANGELES   §

On June 26, 2003, before me, Jeanne V. Martinez, a Notary Public, personally appeared Mark D. Weisberger and Richard C. Celio, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Jeanne V. Martinez  
 Signature



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## EXHIBIT "A" TO SHORT FORM OF LEASE LEGAL DESCRIPTION

THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE WEST 308 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART TAKEN BY THE CHICAGO WESTERN INDIANA RAILROAD FOR RIGHT OF WAY);

EXCEPT THE FOLLOWING THREE (3) PORTIONS THEREOF DESCRIBED AS FOLLOWS:

### PARCEL 1:

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 124 FEET EAST OF THE WEST LINE OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY, ALONG A 13 DEGREE CURVE TO THE LEFT, SAID CURVE BEING A REFERENCED LINE FOR A 30 FOOT RAILROAD RIGHT OF WAY, WITH 8 FEET LYING NORTHERLY AND 22 FEET LYING SOUTHERLY, THE TANGENT OF SAID CURVE FORMING AN ANGLE OF 58 DEGREES 23 MINUTES TO THE RIGHT WITH THE AFORESAID LINE; THENCE SOUTHEASTERLY AN ARC DISTANCE OF 131.27 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE EASTERLY ALONG AFORESAID LINE A DISTANCE OF 56.91 FEET TO A POINT, SAID POINT BEING 43.75 FEET WESTERLY OF THE EAST LINE OF THE WEST 308 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27 FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG AFORESAID LINE A DISTANCE OF 43.75 FEET; THENCE SOUTH ON THE EAST LINE OF THE WEST 308 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 58.46 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF THE CHICAGO AND WESTERN RAILROAD; THENCE NORTHWESTERLY ALONG AFORESAID RAILROAD RIGHT OF WAY A DISTANCE OF 18.92 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG RAILROAD RIGHT OF WAY AN ARC DISTANCE OF 32.40 FEET TO A POINT, SAID POINT BEING 43.75 FEET WESTERLY OF THE EAST LINE OF THE WEST 308 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, AND 32.20 FEET SOUTHERLY OF THE NORTH LINE OF THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE NORTH ON A LINE 43.75 FEET WEST OF THE EAST LINE OF THE WEST 308 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27 TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

COMMENCING AT A POINT IN THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 124 FEET EAST OF THE WEST LINE OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHEASTERLY, ALONG A 13 DEGREE CURVE TO THE LEFT, SAID CURVE BEING A REFERENCE LINE FOR A 30 FOOT RAILROAD RIGHT OF WAY, WITH 8 FEET LYING NORTHERLY AND 22 FEET LYING SOUTHERLY, THE TANGENT OF SAID CURVE FORMING AN ANGLE OF 58 DEGREES 23 MINUTES TO THE RIGHT WITH THE AFORESAID LINE; THENCE SOUTHEASTERLY AN ARC DISTANCE OF 131.27 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE EASTERLY ALONG AFORESAID LINE A DISTANCE OF 100.66 FEET TO THE EAST LINE OF THE WEST 308 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27; THENCE SOUTHERLY ON AFORESAID LINE A DISTANCE OF 92.79 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND WESTERN RAILROAD FOR A PLACE OF BEGINNING; THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE SOUTH 1/2 OF THE

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## EXHIBIT "A" TO SHORT FORM OF LEASE LEGAL DESCRIPTION

SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27 A DISTANCE OF 43.75 FEET;  
THENCE NORTH ON A LINE PARALLEL WITH THE EAST LINE OF THE WEST 308 FEET OF THE  
SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27 A DISTANCE OF  
24.19 FEET TO THE SOUTHERLY LINE OF AFORESAID RAILROAD RIGHT OF WAY; THENCE  
SOUTHEASTERLY ALONG AFORESAID RAILROAD RIGHT OF WAY AN ARC DISTANCE OF 14.58  
FEET TO THE POINT OF TANGENCY; THENCE CONTINUING SOUTHEASTERLY ALONG AFORESAID  
RAILROAD RIGHT OF WAY LINE A DISTANCE OF 35.61 FEET TO THE POINT OF BEGINNING,  
ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THAT PART OF THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE WEST 308 FEET OF  
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27,  
TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE ON AN ASSUMED BEARING OF NORTH 00  
DEGREES 34 MINUTES 56 SECONDS WEST ON THE WEST LINE OF SAID SECTION 27, A  
DISTANCE OF 366.61 FEET, TO THE SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTH  
HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27 TO THE  
POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 00 SECONDS EAST ON THE  
LAST DESCRIBED LINE 55.49 FEET; THENCE NORTH 03 DEGREES 27 MINUTES 12 SECONDS  
WEST 200.35 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 200 FEET OF THE  
NORTH 300 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST  
QUARTER OF SAID SECTION 27, SAID POINT BEING DISTANT 45.45 FEET EAST OF THE WEST  
LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS  
WEST ON THE NORTH LINE OF THE SOUTH 200 FEET OF THE NORTH 300 FEET OF THE SOUTH  
HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A  
DISTANCE OF 45.45 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH  
00 DEGREES 34 MINUTES 56 SECONDS EAST ON THE WEST LINE OF SAID SOUTHWEST QUARTER  
200.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(BEING THAT PORTION ACQUIRED IN CASE 87L 50593, THE DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF ILLINOIS VS. DROVERS BANK OF CHICAGO, AS TRUSTEE UNDER TRUST  
NUMBER 1061, ET AL.)

TAX # 16-27-306-023, 024  
16-27-501-003

ADDRESS 3303 S. CICERO AVE, CICERO