

# UNOFFICIAL COPY



Doc#: 1029510021 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2010 11:49 AM Pg: 1 of 6

Please RETURN TO:

First American Title  
Diane Tisch  
1650 E Big Beaver Rd, Suite 156  
Troy, MI 48064

## SHORT FORM LEASE

**THIS SHORT FORM LEASE** (the "Short Form Lease") is made as of the 01 day of September, 2010, by and between **Hollywood Plaza, LLC, an Illinois limited liability company** ("Landlord"), and **AutoZone Development Corporation, a Nevada corporation** ("Tenant").

**FOR AND IN CONSIDERATION** of One Dollar (\$1.00) and for other good and valuable consideration paid and to be paid by Tenant to Landlord, Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease and take from Landlord upon the terms and conditions and subject to the limitations more particularly set forth in that certain Shopping Center Lease (the "Lease") dated as of July 16, 2010 by and between Landlord and Tenant to which Lease reference is hereby made for all the terms and conditions thereof, which terms and conditions are made a part hereof as fully and particularly as if set out verbatim herein, the premises (the "Demised Premises") situated in the City of Orland Park, County of Cook, State of Illinois, consisting of a 8,000 square foot premises, together, rights of access as provided herein, and more particularly described in **Exhibit "A"**. The Demised Premises is a part of the Entire Premises which is more fully described in **Exhibit "B"**.

1. TO HAVE AND TO HOLD the Demised Premises unto Tenant for a term of ten (10) years, commencing as provided in the Lease, and ending on the last day of the month following ten (10) years after the Commencement Date (as defined in the Lease), unless sooner terminated, extended or modified as provided therein.

2. In the Lease, Landlord has granted to Tenant certain rights to renewal options which are exercisable by Tenant as provided in the Lease.

3. The Lease contains, among other things, the following provisions:

"32. **PROTECTIVE COVENANT:** In order to induce Tenant to enter into this Lease, Landlord agrees for itself, its successors and assigns, its officers, directors and shareholders (holding more than ten percent (10%) of its stock), its parent, affiliated and subsidiary corporations

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or other entity and any partner or other party affiliated with it, that none of the foregoing shall use, suffer, permit or consent to the use or occupancy of any part of the Entire Premises (except for the Demised Premises) as an auto parts store or for the sale of automobile parts, supplies and/or accessories as long as this Lease is in effect.


This restriction shall not apply to any business whose principal business is a drug-store and/or pharmacy, grocery store, department store, variety store, hardware store, home improvement store or any other seller of a broad mix of general merchandise that sells auto (or similar) parts as an incidental part of its general merchandise business; provided that, no such business sells automobile carburetors, starters, brakes and brake components, alternators, fuel pumps, water pumps or other coolant pumps for off-premises installation.

If Landlord uses or permits the use of any part of the Entire Premises for any Restricted Use, Landlord shall include a provision in any lease with any tenant proposing a Restricted Use restricting such tenant's use of the parking area to the portion of the parking area located to the north of the central entrance to the Entire Premises from 94<sup>th</sup> Avenue as shown on Exhibit B. As used herein, "Restricted Use" shall include all of the following: manufacturing or industrial uses; offices, either private or government (including, but not limited to, any type of medical office, clinic or facility); residential use; flea markets or similar businesses; adult entertainment; commercial indoor amusements; schools of any type; churches; libraries; car rentals or sales; parking vehicles offered for lease or sale in the parking areas of the Entire Premises; restaurants; nightclubs; cocktail lounges; meeting halls; taverns; entertainment facilities; undertaking establishments; bingo games, casinos or off-track betting agencies; pawn and gun shops; post offices or postal facilities; gymnasiums, spas, tanning facilities, dance studios or health clubs; family planning clinics; theaters, either motion picture or live; bowling alleys; skating rinks of any type; or call centers.



4. Landlord has agreed with Tenant that any mortgage placed on the Demised Premises or to be placed on the Demised Premises shall provide for non-disturbance of Tenant in the event of foreclosure, provided Tenant shall not default in the performance of its obligations under the Lease beyond applicable cure periods. Tenant has agreed that it will attorn to the mortgagee in possession or the purchaser at or in lieu of foreclosure provided its possession shall not be disturbed.


**IN TESTIMONY WHEREOF**, the above named Landlord and the above named Tenant have caused this instrument to be executed on the day and year set forth above.

**LANDLORD:**  
Hollywood Plaza, LLC  
an Illinois limited liability company

By:   
Its: Nemer Ziyad Mgr.

**TENANT:**  
AutoZone Development Corporation  
a Nevada corporation

By:   
Its: JAMES C. SPARITH  
Vice President  
By:   
Its: DANA H. HULL  
Vice President

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STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, Priscilla Peralta of the State and County mentioned, personally appeared James C. Griffith and Diana H. Hull with whom I am personally acquainted, and who, upon oath, acknowledged such persons to be vice presidents of AutoZone Development Corporation, the within named bargainor, a Nevada corporation, and that such vice presidents, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as AutoZone Development Corporation.

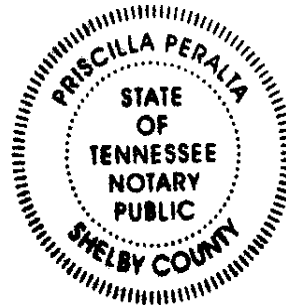
Witness by hand and seal, at office in Memphis, this 15<sup>th</sup> day of September, 2010.

Priscilla Peralta

Notary Public

Printed Name: Priscilla Peralta

My Commission Expires: 2.23.11



Property of Cook County Clerk's Office

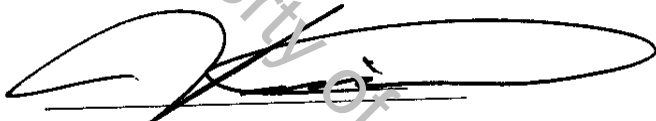
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STATE OF

CITY OF

Before me, Nassem Ziyad of the City and State mentioned, personally appeared Nemeh Ziyad and \_\_\_\_\_ with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be a manager of Hollywood Plaza LLC within named bargainer, an manager, and that such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Hollywood Plaza LLC as \_\_\_\_\_.

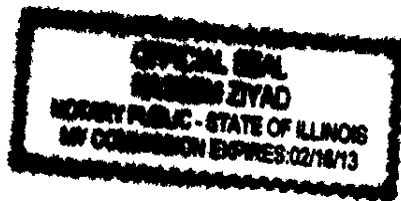
Witness by hand and seal, at office in Cicero, this 27 day of September, 2010.



Notary Public

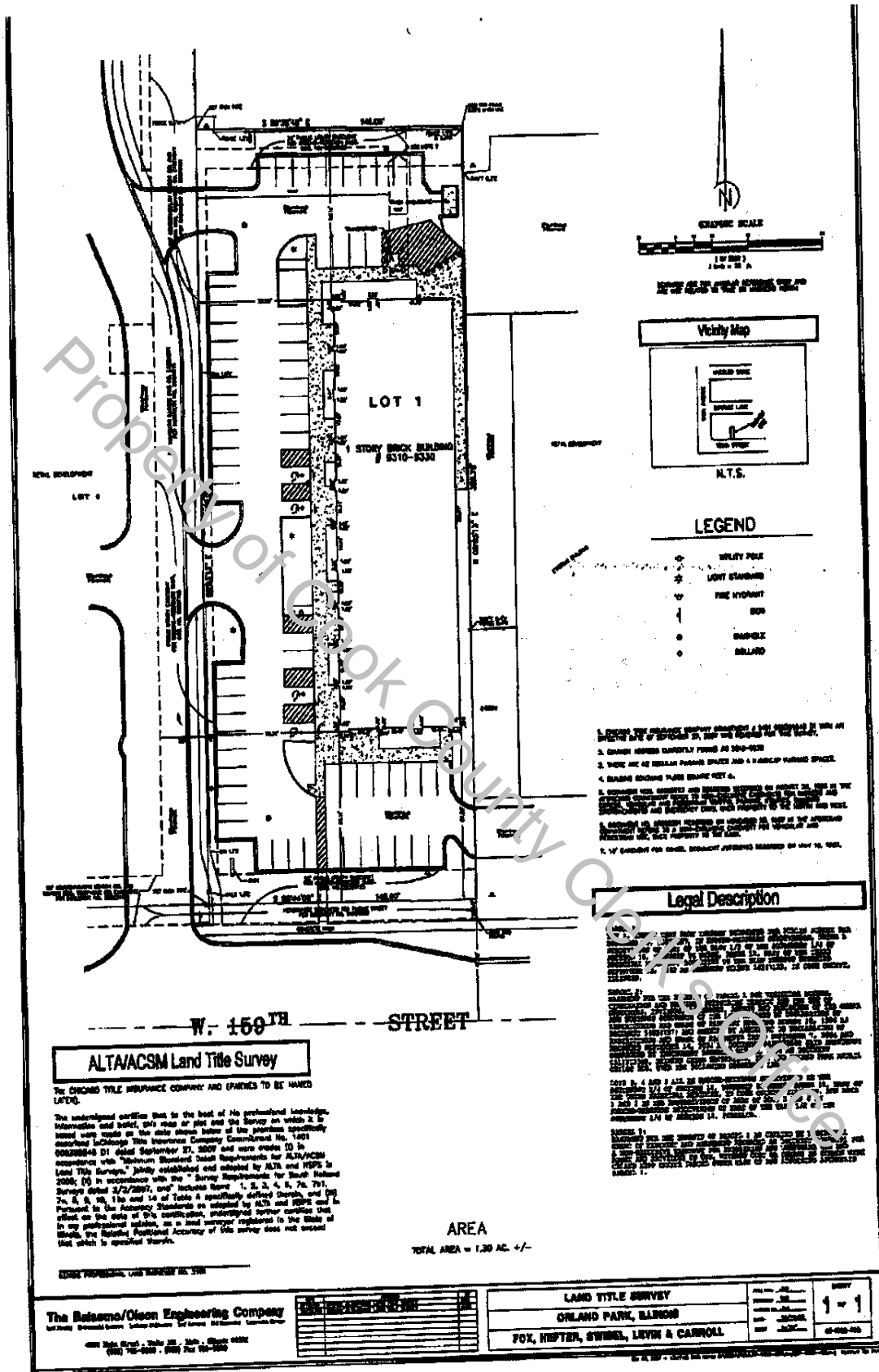
Printed Name: Nassem Ziyad

My Commission Expires: 2-16-13



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The undersigned certifies that to the best of his professional knowledge, information and belief, this plan and plat and the Survey on which it is based comply with the state laws below of the provision specifically describing LandChange Title Insurance Company Commission No. 1021 000000040 D1 dated September 17, 2007 and more over (I) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and FPLS in Survey dated 2/22/2007, and "Survey Requirements for State Related 2008;" (II) in accordance with the "Survey Requirements for State Related 2008;" (III) in accordance with the "Survey Requirements for State Related 2008;" (IV) in accordance with the "Survey Requirements for State Related 2008;" and (V) in accordance with the "Survey Requirements for State Related 2008;" as set forth in the Survey Standards adopted by ALTA and FPLS and in effect on the date of D's certification, notwithstanding that in his professional opinion, as a land surveyor registered to the State of Illinois, the Relative Horizontal Accuracy of this survey does not exceed that which is specified therein.

1. CHECKED THE RECORDS SHOWING SURVEYS & LOTS REFERRED TO HEREIN AS BEING PART OF RECORD IN, AND THE RECORD FOR THE YEAR.
2. CHECKED THE RECORDS SHOWING SURVEYS & LOTS REFERRED TO HEREIN AS BEING PART OF RECORD IN, AND THE RECORD FOR THE YEAR.
3. THERE ARE NO FEDERAL POLICE SPACE AND A ROADWAY POLICE SPACE.
4. MARKED SHOWING PLATE MARKER KEY 4.
5. EXAMINED THE RECORDS AND RECORDS REFERRED TO HEREIN AS BEING PART OF RECORD IN, AND THE RECORD FOR THE YEAR.
6. EXAMINED AN EVIDENCE REPORT AS REFERRED TO HEREIN AS BEING PART OF RECORD IN, AND THE RECORD FOR THE YEAR.
7. IF CORRECT FOR EACH SURVEYING INSTRUMENT IN USE TO DATE.

**Legal Description**

ALTA/ACSM Land Title Survey

THE CHICAGO TITLE INSURANCE COMPANY AND (PENDING TO BE ISSUED LATER).

The Belmont/Olsen Engineering Company  
 1650 W. 150th Street, Suite 101, Orland Park, IL 60452  
 (708) 408-3300

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9310- 30 WEST 159 STREET TAX ID# 27-15-30-003

**Entire Premises:**

## Parcel 1:

Lot 1, except that part thereof dedicated for public street per document no. 95071097, in Knoche-Redfearn Subdivision, being a subdivision of part of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded September 30, 1982 as document number 26367123, in Cook County, Illinois.

## Parcel 2:

Easement for the benefit of Parcel 1 for vehicular access, circulation and parking, pedestrian traffic and the use of customers, invitees, licensees, agents and employees of the owner and business occupants of the land created by Declaration of Restrictions and Grant of Easement recorded August 28, 1996 as document 96659797; and amended by Amendment to Declaration of Restrictions and Grant of Easement dated September 7, 2004 and recorded September 14, 2004 as document 0425832082 said amendment corrected by instrument recorded May 13, 2005 as document 0513303019, between Jetco Properties, Inc. and Oland Park Retail Outlot, LLC, over the following described land:

Lots 3, 4 and 5 all in Knoche-Redfearn Subdivision in the Southwest  $\frac{1}{4}$  of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. And Lots 1 and 2 in the resubdivision of Part of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 15, foresaid.

## Parcel 3:

Easement for the benefit of Parcel 1 as created by Reciprocal Grant of Easement and Agreement recorded as document 97885291 for a non-exclusive easement for pedestrian and vehicular use and right and privilege to use, without cost or charge in common with Orland Auto Center parcel owner East of and adjoining aforesaid Parcel 1.