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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/02/2015 09:26 AM Pg: 1 of 7

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Property of Cook County Clerk's Office

## SHORT FORM LEASE

Prepared By:

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**UNOFFICIAL COPY****SHORT FORM LEASE**

THIS SHORT FORM LEASE (the "**Short Form Lease**") is entered into as of this 19<sup>th</sup> day of August, 2015, by and between **COUNTRYSIDE PARTNERS, LLC**, an Illinois limited liability company ("**Landlord**"), and **CHICK-FIL-A, INC.**, a Georgia corporation ("**Tenant**").

**WITNESSETH:**

A. Landlord and Tenant have entered into a Ground Lease dated March 4, 2015, as amended by First Amendment to Ground Lease dated June 11, 2015, as amended by Letter Agreement dated June 25, 2015, and as further amended by Second Amendment to Ground Lease dated August \_\_, 2015 (collectively, the "**Lease**") and are filing this Short Form Lease to provide record notice of the Lease and the terms and conditions contained in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Demised Premises.** Effective as of the Commencement Date (as hereinafter defined), Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of this Lease, the parcel of land (the "**Land**") and all improvements on the Land, consisting of approximately 0.75 acres located near the northeast corner of LaGrange Road and Joliet Road, Countryside, Cook County, Illinois, described on **Exhibit "A"**, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (collectively, the "**Demised Premises**"). The Demised Premises is part of the Countryside City Center Shopping Center (the "**Shopping Center**" which, excluding the Land, is sometimes referred to herein as the "**Adjoining Property**").

2. **Term.** The term of the Lease commenced on August 19, 2015 (the "Commencement Date"), and will terminate on the last day of the month that is twenty (20) years after the Rent Commencement Date (as that term is defined in the lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for six (6) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. **Incorporation of Lease.** The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

4. **Defined Terms.** All capitalized terms and words of art which are used but not defined in this Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

5. **Adjoining Property.** The Adjoining Property, as defined in the Lease and used in this Short Form Lease, is described on **Exhibit "B"**.

6. **Easements.** The Land benefits from and is burdened by all of the obligations, restrictions, rights and easements set forth in that certain Ordinance Authorizing A Reciprocal Easement and Operating Agreement between the City of Countryside and Countryside Harley Properties, LLC for the Countryside City Center, Comprising a Part of the Countryside Commercial TIF District and Authorizing the Transfer of Title to Certain Real Property Owned by the City to the Countryside City Center Owners' Association in Relation Thereto dated September 12, 2012, Ordinance 12-53-0, recorded in the public record (as such document may be modified or amended, the "**REA**").

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(a) Landlord agrees that Landlord will authorize and approve no amendment, change or modification to the REA which would have a material impact upon Tenant's access to, use of, or operations upon, the Demised Premises, including without limitation any modification to the specific vehicular and pedestrian access over the accessways which are shown cross-hatched on Exhibit "B" (the "Protected Drives").

(b) Pursuant to the REA, the applicable Owner's Association will maintain and repair, at its expense, all roads, parking areas, and utility facilities that are the subject of the easements granted to Tenant in clauses (a) through (b) above (including, without limitation, the Protected Drives) in accordance with comparable shopping center standards and practices, and Landlord will not obstruct or alter the Protected Drives during the term of this Lease, except as provided in the REA.

(c) Tenant acknowledges that a portion of the Adjoining Property is leased, used or occupied as a Hooters restaurant selling or serving chicken as a principal menu item.

(d) Landlord agrees that the easements, covenants and restrictions will run with the title to the Land and the Adjoining Property for the term of this Lease. Landlord further agrees that the easements, covenants and restrictions will also be set forth in any lease or deed that Landlord enters into after the Effective Date leasing or conveying any portion of the Adjoining Property.

(e) Landlord specifically agrees that if any covenant of the REA benefiting Tenant is violated or breached, Tenant shall be permitted, in the name of Landlord and with Landlord's reasonable cooperation, to pursue any remedies allowed by law or equity to enforce compliance with the REA. In addition to the foregoing, Tenant may, at its option, and without waiver of any rights and remedies against Landlord, directly enforce the restrictive covenants in this Section, and Landlord will cooperate in good faith with Tenant to enforce the restrictive covenants in this Section against other tenants or occupants of the Adjoining Property.

(f) Landlord agrees (i) that Landlord will not agree to any amendment or modification of any recorded document creating rights, easements and obligations benefitting (and burdening) the Land without Tenant's consent, (ii) that Tenant is a third-party beneficiary of any such recorded documents, and (iii) on written notice from Tenant, to enforce the obligations of third parties governed by such recorded documents on Tenant's behalf if deemed reasonably necessary by Tenant to permit Tenant's use and enjoyment of the Demised Premises as created in this Lease.

7. Easements and Restrictions Benefitting Tenant. The Lease grants Tenant the easements and the benefit of the restrictive covenants described in Paragraphs 6 of this Short Form Lease. If Tenant acquires title to the Land, the Land will be conveyed with the benefit of the easements and restrictive covenants. Any person or entity acquiring any interest in the Adjoining Property is on notice, by the recordation of this Short Form Lease, of Tenant's rights. Landlord will not convey all or any portion of the Adjoining Property during the term of the Lease without reserving the easements and imposing the restrictive covenants as required by the Lease and this Short Form Lease.

8. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease.

*[Signatures Commence on Following Page]*

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"TENANT"

CHICK-FIL-A, INC.,  
a Georgia corporation

By: [Signature]  
Name: Erwin Reid  
Title: Vice President of Real Estate

By: [Signature]  
Name: Barbara Lynn Chastain  
Title: V.P. & General Counsel

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT CHICK-FIL-A, INC., has caused its name to be signed to this instrument by Erwin Reid and Barbara Lynn Chastain as the Vice President of Real Estate and Vice President & General Counsel of the corporation, who are personally known to me 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 such parties signed, sealed, and delivered the said instrument as such person's free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2015.

[Signature]  
Notary Public



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Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

"LANDLORD"

COUNTRYSIDE PARTNERS, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Greg Orput

Title: Manager

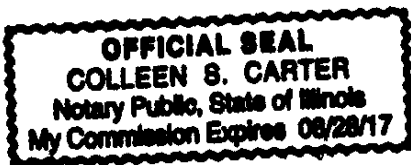
(CORPORATE SEAL)

STATE OF ILLINOIS

COUNTY OF Ogle

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT COUNTRYSIDE PARTNERS, LLC, has caused its name to be signed to this instrument by Greg Orput as manager of the company, who is personally known to me 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 his/her free and voluntary act for the purposes therein set forth.

Given under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2015.



Colleen S. Carter

Notary Public

[Signatures Continued on Following Page]

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE LAND

LOT 3B IN THE RESUBDIVISION OF LOT 3 IN THE COUNTRYSIDE CITY CENTER SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF SCHOOL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 16 AND PARTS OF THE DANSHER PLAZA SUBDIVISION OF PART OF LOT 10 AND 15 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 2013 AS DOCUMENT NO. 1329616091, IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-16-400-048-0000.

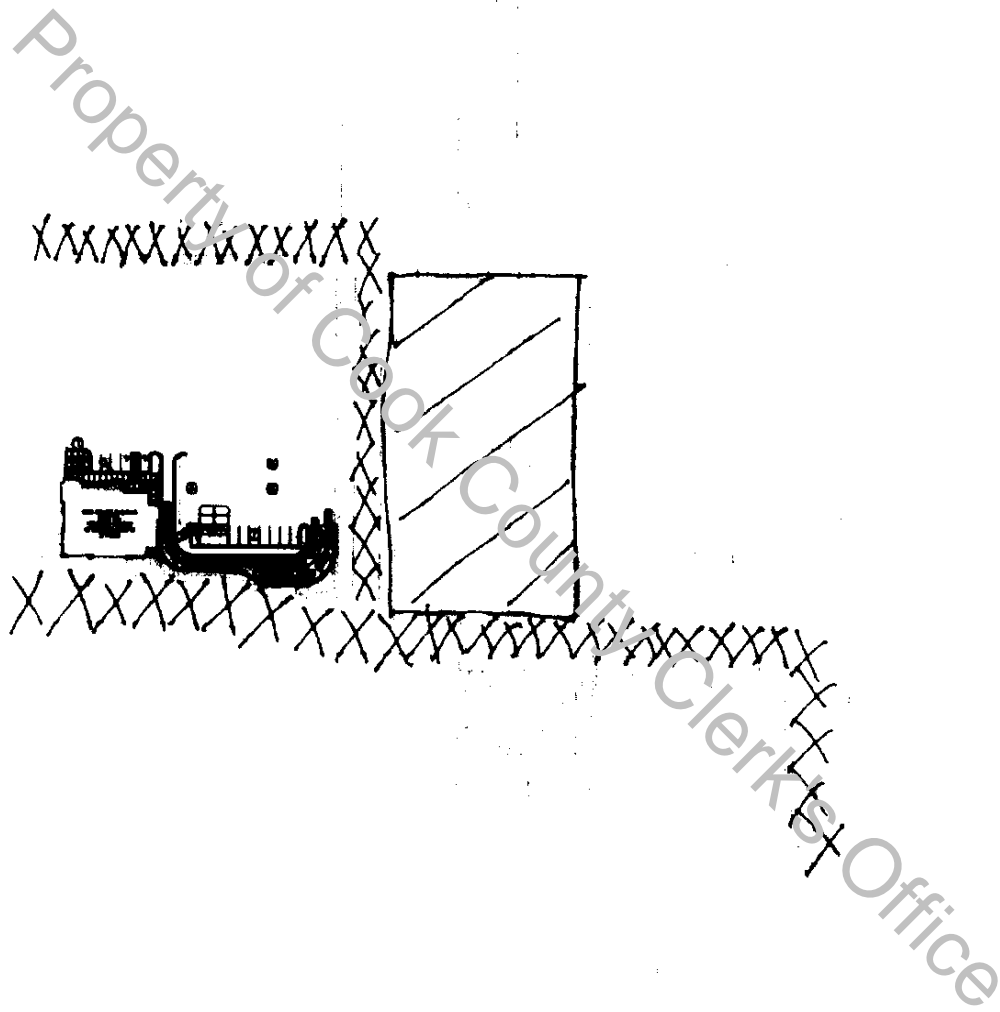
Common Addresses: 6010 South LaGrange Road,  
Countryside, Illinois 60525.

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## EXHIBIT "B"

### DEPICTION OF ADJOINING PROPERTY



XX - Protected Drive

▨ - No Build Area

Note: The Adjoining Property includes the depicted Shopping Center, excluding the Land.