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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/10/2016 10:37 AM Pg: 1 of 8

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This document was prepared by and after recording return to:

Clark Hill PLC

150 N. Michigan Avenue, Suite 2700

Chicago, Illinois 60601

Attn: Chad M. Pozansky

Box 400

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into this 1st day of March, 2016, by and among **WINTRUST BANK**, an Illinois banking association, its successors and assigns ("**Lender**"), **CHICK-FIL-A, INC.** (the "**Tenant**"), and **EMERSON SKOKIE PARTNERS, LLC**, a Delaware limited liability company ("**Landlord**").

WITNESSETH:

A. Landlord has executed and delivered to Lender the following security instruments (collectively, the "**Security Documents**"):

- (i) Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Landlord to Lender dated 3-1-16, recorded in Deed Book ~~_____~~, Page ~~_____~~, in the records (the "**Records**") of the Recorder of Deeds of Cook County, Illinois, ~~and covering the property located in Cook County Illinois as #11207012070 (the "Premises")~~; and #1607012072
- (ii) Financing Statement naming Landlord as debtor and Lender as secured party, filed with the Recorder of Deeds of Cook County, Illinois, as Document No. _____ in the foregoing Records.

B. Landlord and Tenant entered into a Ground Lease (the "**Ground Lease**") dated the 12th day of June, 2015, as amended, with respect to the premises described on Exhibit "A" (the "**Demised Premises**").

C. The Demised Premises are a part of the Property conveyed to Lender pursuant to the Security Documents; and the parties desire to enter into this agreement with respect to the Security Documents and the Ground Lease.

In consideration of the premises and the mutual covenants set forth in this Agreement, Lender, Tenant and Landlord covenant and agree, intending to be legally bound, as follows:

1. **Subordination.** The Ground Lease is now and will remain subject and subordinate to the Security Documents and to any renewals, modifications, and replacements of the Security Documents, subject to the terms of this Agreement.

2. **Non-Disturbance.** Lender covenants and agrees that, as long as no default exists, and no event has occurred and has continued to exist for such period of time (after notice and expiration of all cure periods, if any, required by the Ground Lease) as would entitle the Landlord or any other party, including Lender, succeeding to Landlord's interest under the Ground Lease (each, a "**Successor Landlord**") to terminate the Ground Lease, (i) Lender will not terminate the Ground Lease, (ii) Lender will not interfere with Tenant's use possession or enjoyment of the Demised Premises, and (iii) in the event Lender or any other person or entity becomes the owner of the Demised Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, the Demised Premises will be subject to the Ground Lease, and Successor Landlord will recognize Tenant as the tenant of the Demised Premises for the remainder of the term, including all renewal terms, in accordance with the provisions of the Lease. Lender agrees that it will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating the Ground Lease because of any default of Landlord under the Security Documents.

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3. Attornment. If the interests of the Landlord are transferred by any foreclosure or other proceeding for enforcement of the Security Documents, Tenant will be bound to the Successor Landlord with the same force and effect as if the Successor Landlord were the original Landlord under the Ground Lease. Tenant will attorn to any such Successor Landlord as its Landlord under the Ground Lease. The attornment will be effective and self-operative without the execution of any further instruments upon the succession by any such Successor Landlord to the interest of the Landlord under the Ground Lease.

4. Notice of Default by Landlord. Tenant covenants and agrees to give Lender written notice simultaneously with the giving of any notice of default to the Landlord under the provisions of the Lease. Tenant agrees that Lender will have the right, but not the obligation, within thirty (30) days after receipt by Lender of such notice to correct or remedy, or cause to be corrected or remedied, each such default before Tenant may take any action under the Ground Lease by reason of such default. The notices to Lender will be delivered to:

Wintrust Bank
231 S. LaSalle Street, Suite 200
Chicago, IL 60604
Attn: Kevin Lichterman

With a copy to: Clark Hill PLC
150 N. Michigan Avenue
Suite 2700
Chicago, IL 60601
Attn: Char M. Poznansky, Esq.

or to such other address as the Lender designates to Tenant by giving written notice to Tenant at Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349, or to such other address as may be designated by written notice from Tenant to Lender. Notices will be given and will be effective in accordance with Section 25 of the Ground Lease.

5. As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Ground Lease.

6. As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained in this Agreement nor anything done pursuant to the provisions of this Agreement will be deemed or construed to modify the Security Documents.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state in which the Property is located.

8. Provisions Binding. The terms and provisions of this Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

[SIGNATURE PAGES FOLLOW]

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Lender, Landlord and Tenant have executed this Agreement as of the day, month and year first written above.

"LENDER"

WINTRUST BANK,
an Illinois banking association

By: [Signature]
Name: Kevin Lichterman
Title: Vice President

Attest: [Signature]
Name: _____
Title: _____

[SEAL]

State of IL

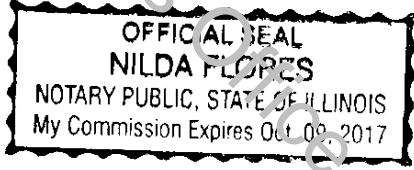
County of COOK

This instrument was acknowledged before me on 29th by Nilda Flores
as February of 2016

[Signature]
Notary Public

My Commission Expires: 10-9-2017

[SEAL]



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“TENANT”

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

By: [Signature]
Name: Janet J. Bridges
Title: Vice President, Treasury

Attest: [Signature]
Name: B. Lynn Chastain
Title: Senior Vice President and General Counsel

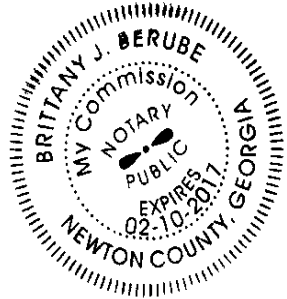
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[CORPORATE SEAL]

STATE OF GEORGIA)
)SS:
COUNTY OF FULTON)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Janet J. Bridges, known to me to be the Vice President of Chick-fil-A, Inc., the corporation which executed the foregoing instrument, and B. Lynn Chastain, known to me to be the Sr. VP & Gen. Counsel of Chick-fil-A, Inc., who each acknowledged that they did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Georgia this 11th day of February, 2016.



[Signature]
Notary Public

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EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE NORTH HALF OF LOT 2 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND THAT PART OF LOT 1 LYING WEST OF THE WEST LINE OF GROSS POINT ROAD, EXCEPT THE WEST 50 FEET THEREOF AND EXCEPT THAT PART OF SAID LOT 1 LYING NORTHERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 1, SAID POINT BEING 27.0 FEET SOUTH OF THE NORTH LINE OF LOT 1 (BEING ALSO THE SOUTH LINE OF EMERSON STREET); THENCE NORTHEAST A DISTANCE OF 14.24 FEET TO A POINT ON A LINE 17.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 60.0 FEET EAST OF THE WEST LINE OF SAID LOT; THENCE EASTERLY 185.0 FEET TO A POINT 7.50 FEET SOUTH OF THE NORTH LINE OF LOT 1. THENCE EAST ALONG A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1, 244.12 FEET, MORE OR LESS, TO A POINT OF CURVE, SAID POINT BEING 102.96 FEET WEST OF THE WESTERLY LINE OF GROSS POINT (AS MEASURED ON A LINE 7.50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 1); THENCE EASTERLY ALONG SAID CURVE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 84.0 FEET, A DISTANCE OF 63.33 FEET TO A POINT OF TANGENCY; THENCE SOUTHEAST ALONG THE TANGENT TO THE LAST DESCRIBED POINT, 17.55 FEET TO A POINT ON THE WESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 58.0 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID PROPERTY (AS MEASURED ON THE WESTERLY LINE OF SAID ROAD); ALL IN PARTITION BETWEEN THE HEIRS OF MICHAEL DIEDERICH OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO EXCEPTING THEREFROM THAT PORTION DEDICATED TO THE VILLAGE OF SKOKIE BY PLAT OF DEDICATION RECORDED WITH THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS ON MARCH 23, 2006 AS DOCUMENT NUMBER 0608239035.

(EXCEPT THE FOLLOWING TRACTS DEDICATED FOR EMERSON STREET AND GROSS POINT ROAD, BY PLAT OF DEDICATION RECORDED JANUARY 31, 2013 AS DOCUMENT 1303116003)

TRACT A:

THAT PART OF LOTS 1 AND 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2 WITH THE EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD PER DOCUMENT NO. 187576627; THENCE NORTH 00 DEGREES 15 MINUTES 18 SECONDS EAST ALONG SAID ROW LINE, 242.27 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EMERSON STREET PER DOCUMENT 0608239034; THENCE NORTH 54 DEGREES 55

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MINUTES 44 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1.84 FEET SOUTH 00 DEGREES 15 MINUTES 18 SECONDS WEST ALONG A LINE 1.50 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF SKOKIE BOULEVARD, 243.31 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF LOT 2, THENCE SOUTH 89 DEGREES 40 MINUTES 14 SECONDS WEST ALONG SAID SOUTH LINE, 1.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

TRACT B:

THAT PART OF LOT 1, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LAND PREVIOUSLY DEDICATED FOR EMERSON STREET PER DOCUMENT NUMBER 0608239035, THENCE NORTH 86 DEGREES 37 MINUTES 33 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID EMERSON STREET PER DOCUMENT NUMBER 18757627, A DISTANCE OF 157.00 FEET, THENCE NORTH 89 DEGREES 24 MINUTES 09 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 114.92 FEET, THENCE SOUTH 00 DEGREES 28 MINUTES 22 SECONDS EAST, 3.78 FEET, THENCE SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST, 116.32 FEET; THENCE SOUTH 86 DEGREES 15 MINUTES 02 SECONDS WEST, 163.14 FEET TO THE SOUTHEASTERLY LINE OF SAID PREVIOUSLY DEDICATED EMERSON STREET; THENCE NORTH 54 DEGREES 55 MINUTES 44 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 9.09 FEET TO THE PLACE OF BEGINNING

TRACT C:

THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF EMERSON STREET WITH THE NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, THENCE SOUTH 42 DEGREES 44 MINUTES 02 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE OF GROSS POINT ROAD, 15.00 FEET, THENCE NORTH 02 DEGREES 13 MINUTES 04 SECONDS WEST, 21.23 FEET TO SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET; THENCE SOUTH 47 DEGREES 10 MINUTES 11 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF EMERSON STREET, 15.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

REAL ESTATE COMMONLY KNOWN AS: "Emerson Crossing," the 2.53 acre site located at the intersection of Skokie Boulevard, Emerson Street and Gross Point Road, Skokie, Illinois **60076**

PERMANENT IDENTIFICATION NUMBERS: 10-15-115-017-0000 AND 10-15-115-020-0000