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Doc#: 1611619107 Fee: \$64.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/25/2016 10:55 AM Pg: 1 of 14

This document prepared by
and after recording return to:

Anthony D. Greene, Esq.
Troutman Sanders LLP
600 Peachtree Street NE
Suite 5200
Atlanta, GA 30308

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "**Short Form Lease**") is entered into as of this 25th day of June, 2015, by and between MELROSE PARK EQUITY, LLC, a Delaware limited liability company, MELROSE PARK INVESTMENTS, LLC, a Delaware limited liability company, NMC MELROSE PARK II, LLC, a Delaware limited liability company, and NMC GROVE MELROSE, LLC, a Delaware limited liability company, as tenants in common (collectively, "**Landlord**"), and CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**").

WITNESSETH:

A. Landlord and Tenant have entered into a Ground Lease dated June 25, 2015 (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 that term is defined in the Lease), Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of the Lease, the parcel of land (the "**Land**") more particularly described on Exhibit A-1 attached hereto, and approximately depicted on Exhibit "B" attached hereto and all improvements on the Land, capable of supporting a 5,000 square foot building, located at Winston Plaza in Melrose Park, Cook County, Illinois, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (collectively, the "**Demised Premises**").

2. **Term.** The term of the Lease will commence on the Commencement Date (as that term is defined in the Lease), and will terminate on the last day of the month which 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. The first year of the Lease will include the period from the Commencement Date through the last day of the month which is the twelfth (12th) month after the month in which the Rent Commencement Date occurs. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Short Form Lease in recordable form acknowledging the actual date of the Commencement Date and the Rent Commencement Date.

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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 (or Shopping Center), as defined in the Lease and used in this Short Form Lease, is depicted on Exhibit "B". The legal description of the Land and the Adjoining Property together is attached hereto as Exhibit "A".

6. Easements. Landlord grants to Tenant, for the term of the Lease, the following non-exclusive rights and easements over the Adjoining Property:

(a) General vehicular and pedestrian access and parking;

(b) Specific vehicular and pedestrian access over the accessways (the "Protected Drives") within the area designated as the "Protected Drive Area" and crosshatched on Exhibit "B" (the location of the Protected Drive Area will not hereafter be materially altered or relocated without Tenant's prior written consent other than as set forth in the Lease) together with the right (but not the obligation) to maintain, repair and replace (but only in accordance with the procedures and only in the circumstances specifically set forth below) all of such Protected Drives;

(c) General utility easements, including the right to construct, tie into, maintain, repair and replace underground utility lines, conduits and facilities to serve the Land and the improvements thereon, together with the right to tie into and connect to utility (including storm water drainage and detention) lines, conduits and facilities now or hereafter located on the Adjoining Property in order to serve the Land and improvements thereon; provided, however, the location of such lines, conduits and facilities on the Adjoining Property will be subject to applicable law, covenants of record, and the approval of Landlord, which approval will not be unreasonably withheld, conditioned or delayed, together with the right of storm and surface water drainage from the Land on the Adjoining Property;

(d) A general temporary, construction easement over a minimally-necessary portion of the Adjoining Property to be reasonably approved by the parties for the construction, maintenance and repair of Tenant's building, drive-thru lane and other improvements, including staging areas in areas to be reasonably approved by the parties; and

(e) The right and easement (the "Detention Easement") to construct, install, use, operate, maintain, repair and replace underground storm water drainage and detention facilities in accordance with plans to be approved by Landlord, which approval will not be unreasonably withheld, conditioned or delayed; provided that Landlord and Tenant hereby agree that such Detention Easement will be located underground and constructed in a manner that will support surface level parking and accessways above such easement area.

In the event Tenant acquires title to the Land at any time, the foregoing rights and easements will be set forth in a separate agreement, in recordable form, to be delivered by Landlord (and its lender, if applicable) at the closing.

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Landlord reserves a non-exclusive easement over the portions of the Demised Premises outside of Tenant's building for purposes of access to perform its snow and ice removal and security services activities with respect to the parking areas, driveways, sidewalks, entrances, exits, drainage facilities and landscaped areas provided by Landlord for the common use of the occupants of the Adjoining Property (the "**Common Areas**") and to exercise any other rights expressly granted to Landlord in the Lease, provided that Landlord will use commercially reasonable efforts to minimize disturbances to Tenant or interference with the operations of any business located on the Land.

7. **Restrictions on Adjoining Property.** Landlord agrees that the Adjoining Property is subject to the following restrictive covenants for the term of the Lease:

(i) No material changes to the layout within the area shown as the "**No Change Area**" on Exhibit "B" will be made without Tenant's prior written consent, except for changes (a) required by applicable law or (b) which would not (i) (A) materially obstruct or (B) reduce the number of parking spaces in the No Change Area or available within the Adjoining Property or (ii) (A) materially obstruct or (B) diminish or impede access to the Demised Premises. The landscaping, light pole standards, monument signage and any non-building improvements commonly found in parking lots will not be subject to any No Change Area restrictions, notwithstanding anything in the Lease to the contrary.

(ii) No buildings will be constructed within the area shown as the "**No Build Area**" on Exhibit "B" without Tenant's prior written consent, except for changes required by applicable law.

(iii) Landlord also covenants and agrees that at Landlord's expense (except as provided in Section 5(e)(i) of the Lease): (1) Landlord will maintain, repair and replace the parking areas, driveways and landscape areas located in the Adjoining Property, including the No Change Area and including light pole standards and monument signs; (2) Landlord will be responsible for lighting the parking areas and driveways located in the Adjoining Property, including the No Change Area, at least between the hours of 6:30 a.m. and 10:30 p.m. each day as needed; (3) Landlord will be responsible for storm water drainage for the Adjoining Property including the No Change Area; (4) Landlord will maintain, repair and replace the Protected Drives; (5) no changes to the layout of the No Change Area or Protected Drives which materially and adversely affects access to the Demised Premises will be made by Landlord at any time without Tenant's written approval, (6) no building structure which materially and adversely interferes with visibility of the Demised Premises from North Avenue will be added to the Shopping Center by Landlord at any time without Tenant's written approval, (7) Landlord will not reduce the number of parking spaces within the No Change Area from the number of spaces that exists as of the Effective Date; and (8) Landlord will maintain a parking ratio within the Adjoining Property in compliance with applicable law. In the event that Landlord will fail to comply with its maintenance and repair obligations discussed in items (1) through (4) above, if and only if there is an emergency situation which poses an immediate threat to persons or Tenant's property or a significant impact to Tenant's business operations, all in Tenant's reasonable business discretion (hereinafter an "**Emergency**"), Tenant will have the option, but not the obligation, to fulfill such obligations on behalf of Landlord upon thirty (30) days written notice to Landlord, and if Landlord does not pay any amount incurred by Tenant within ten (10) days after Landlord's receipt of Tenant's request therefor, Tenant will have the right to offset the costs Tenant incurred from Common Area Expenses (as defined in the Lease) or any other amounts due from Tenant to Landlord due hereunder, provided that in no event will such offsets exceed more than one half of the basic rent due to Landlord in any month in which an offset is claimed. In the event no Emergency exists, the aforementioned self-help remedy will not be

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available to Tenant; if Tenant has given written notice and Landlord has not cured such failure or commenced a cure, the parties will cooperate in good faith to evaluate the lighting, drainage, or condition of the driveways and mutually agree upon a resolution reasonably satisfactory to both Landlord and Tenant.

(iv) Subject to the existing rights of tenants, their assignees and sublessees under existing leases at the Shopping Center, Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied for any of the following (each a "**Prohibited Use**"): (1) on any portion of the Adjoining Property that has such business's main entrance within 200 feet of Tenant's restaurant building on the Demised Premises: a theater of any kind; skating rink; meeting hall, sporting event, auditorium or any other like place of public assembly; bowling alley or billiard parlor (other than a first-class retail establishment such as "Lucky Strike", which will be permitted); tavern, pub or bar (but a primary restaurant use serving alcohol will be permitted); amusement center consisting of video games (other than a first-class retail establishment such as "Chuck E. Cheese" or "Dave and Buster's", which will be permitted), massage parlor (other than a first-class retail establishment such as "massage envy" or a first class salon or salon studio containing a licensed massage therapist, which will be permitted) "disco" or other dance hall (but a dance studio will be permitted); or a casino, gaming room, or "off track betting" operation; and (2) on any portion of the Adjoining Property: an amusement park, carnival or circus (but temporary special promotional events in the Common Area will be permitted); mortuary or funeral parlor; establishment selling cars or other motor vehicles; for a motor vehicle maintenance or repair shop (unless ancillary to a major retailer occupying at least 30,000 square feet), gas station, or any establishment selling trailers; pawn shop; flea market; tattoo or body piercing parlor; for the sale of paraphernalia for use with illicit drugs or for the sale of medical marijuana; or for the sale, rental or display of pornographic materials. Notwithstanding anything to the contrary in the Lease, Tenant agrees not to use the Land for any Prohibited Use, any Existing Restrictions (as defined in the Lease) or any covenants, conditions or restrictions of record.

8. Tenant's Exclusive Use. Subject to the existing rights of tenants, their assignees and sublessees under existing leases at the Shopping Center, no portion of the Adjoining Property will be leased, used or occupied as a restaurant containing one or more drive-through windows and selling or serving chicken as a principal menu item (the "**Chicken Restriction**"). For the purposes of this Short Form Lease, "selling or serving chicken as a principal menu item" means deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken. Tenant makes exceptions to the Chicken Restriction solely in respect to (x) a full service restaurant or (y) a restaurant whose primary theme or entree is the sale of chicken wings or barbeque. Notwithstanding anything in the Lease to the contrary, Tenant acknowledges and agrees that the premises labeled "**Wingstop Space**" on Exhibit "C" attached hereto may be used for the sale of prepared and cooked chicken, whole or in parts, for on and off premises consumption, and for the sale of related items found in the majority of Wingstop Restaurants in Illinois, the sale of products, including sundries, prepackaged foods, candies and the incidental sale of alcoholic beverages for on-premises consumption (the "**Permitted Wings Use**"). Landlord and Tenant acknowledge and agree that no drive-through windows will be permitted in the area labeled "**North Avenue Shops**" on Exhibit "C", except with respect to the western end-cap of the North Avenue Shops. In addition, Landlord reserves the right to relocate the Wing Stop Space to another space within the North Avenue Shops containing no more than 3,000 square feet of floor area, provided that in no event will a drive-through window be used for the Permitted Wings Use if the Wing Stop Space is relocated to the western end-cap of the North Avenue Shops.

Subject to the existing rights of tenants, their assignees and sublessees under existing leases at the Shopping Center, no portion of the Adjoining Property will be leased, used or occupied by or for any of

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the following uses: Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Chicken Out, Zaxby's, Ranch One, El Pollo Loco, Pollo Campero, Pollo Tropical, Raising Cane's, Chester's, Bush's Chicken, Biscuitville, Chicken Now, PDQ, ChikWich or Ezell's Famous Chicken.

9. Trash Enclosure. To the extent any portion of Tenant's trash enclosure must be moved due to circumstances other than Tenant's unilateral request, Landlord, as the owner of the Adjoining Property, agrees to reasonably cooperate with Tenant to relocate Tenant's trash enclosure to another part of the Adjoining Property which will be as close to the Land as reasonably possible and in a location that is convenient for Tenant's operations, as reasonably agreed by Landlord, as the owner of the Adjoining Property, and Tenant.

10. Easements and Restrictions Benefitting Tenant. The Lease grants Tenant the easements and the benefit of the restrictive covenants described in Paragraphs 6, 7 and 8 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.

11. 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 on next page]

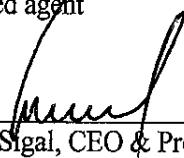
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Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

"LANDLORD"

MELROSE PARK EQUITY, LLC, a Delaware limited liability company, **MELROSE PARK INVESTMENTS, LLC**, a Delaware limited liability company, **NMC MELROSE PARK II, LLC**, a Delaware limited liability company, and **NMC GROVE MELROSE, LLC**, a Delaware limited liability company, as tenants in common

By: NewMark Merrill Companies, LLC,
as authorized agent

By: 
Sanford D. Sigal, CEO & President

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 2015, within my jurisdiction, the within-named SANFORD D. SIGAL of NewMark Merrill Companies, LLC, the authorized agent of Melrose Park Equity, LLC, Melrose Park Investments, LLC, NMC Melrose Park II, LLC and NMC Grove Melrose, LLC, who acknowledged that he executed, signed and delivered the above and foregoing Short Form Lease.

NOTARY PUBLIC

SEE ATTACHED CERTIFICATE
6/24/2015
RGO

[Signatures continue on next page]

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ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of the document.

State of California
County of Los Angeles

On 6/24/2015 before me, Robert D. Chappell, Notary Public, personally appeared
Date

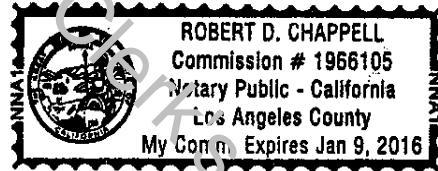
SANFORD D. SIGAL, who proved to me on the basis of
Name(s) of Signer(s)

satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~s~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Robert D. Chappell



Title or Type of Document: SHORT FORM LEASE

Document Date: _____ Number of Pages: _____

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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.

"TENANT"

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

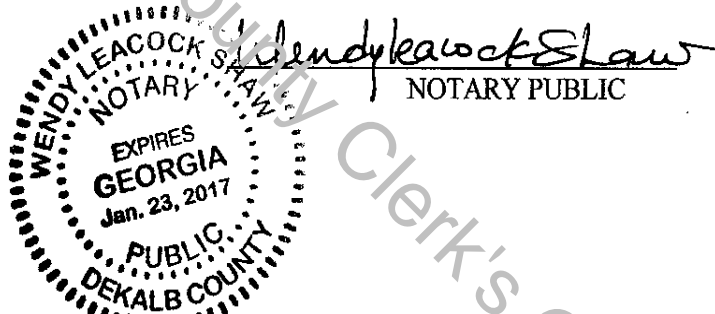
By: Janet Bridges
Title: Janet Bridges, Vice President, Treasury

By: S. Tammy Pearson
Title: S. Tammy Pearson
Vice President and Assistant General Counsel

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Fulton

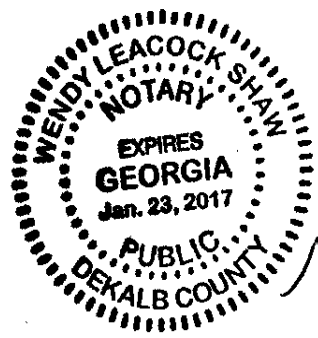
PERSONALLY APPEARED BEFORE ME the undersigned authority in and for said county and state, on this 23rd day of June, 2015, within my jurisdiction, the within-named Janet Bridges of Chick-fil-A, Inc., who acknowledged that he/she executed, signed and delivered the above and foregoing Short Form Lease.



STATE OF Georgia
COUNTY OF Fulton

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 23rd day of June, 2015, within my jurisdiction, the within-named S. Tammy Pearson of Chick-fil-A, Inc., who acknowledged that he/she executed, signed and delivered the above and foregoing Short Form Lease.

Wendy Leacock Shaw
NOTARY PUBLIC



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Exhibit "A"

Description of the Land and Adjoining Property

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33.0 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 10 SECONDS WEST IN THE SOUTH LINE OF AFORESAID NORTH AVENUE, TO A POINT 95.68 FEET SOUTH OF AFORESAID NORTH LINE OF SECTION 3, A DISTANCE OF 1628.12 FEET, TO A POINT IN THE EAST LINE OF 14TH AVENUE AS SHOWN IN THE PLAT OF SUBDIVISION OF WINSTON PARK UNIT NUMBER 1 RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN PLAT BOOK 448 ON PAGES 22 AND 23; THENCE SOUTH 0 DEGREES 30 MINUTES WEST IN THE EAST LINE OF AFORESAID 14TH AVENUE A DISTANCE OF 855.28 FEET TO THE NORTHWEST CORNER OF LOT 1 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE SOUTHEASTERLY IN A NORTHERLY LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1, BEING A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1130.0 FEET, AN ARC DISTANCE OF 528.87 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL TO AND 1643.0 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4, AND BEING THE NORTH LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE EAST IN AFORESAID NORTH LINE OF UNIT NUMBER 1 A DISTANCE OF 700.01 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY IN A NORTHEASTERLY CURVED LINE OF AFORESAID UNIT NUMBER 1, CONVEX NORTHEASTERLY HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 493.51 FEET, TO THE NORTHEASTERLY CORNER OF LOT 26 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE NORTH 0 DEGREES 09 MINUTES EAST IN THE WEST LINE OF AFORESAID 9TH AVENUE A DISTANCE OF 1185.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

APNs: 15-03-211-004-0000
 15-03-211-006-0000
 15-03-211-007-0000
 15-03-211-008-0000
 15-03-211-009-0000

PROPERTY ADDRESS: SWC 9TH AVENUE AND NORTH AVENUE
 MELROSE PARK, COOK COUNTY, ILLINOIS

PROPERTY ADDRESS: SWC 9TH AVENUE AND NORTH AVENUE
 MELROSE PARK, COOK COUNTY, ILLINOIS

UNOFFICIAL COPYExhibit "A-1"Description of the Land

THAT PART OF A PARCEL OF LAND KNOWN AS "WINSTON PARK SHOPPING CENTER" IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3 AND 33.00 FEET WEST OF THE EAST LINE OF SAID SECTION 3, BEING THE INTERSECTION OF THE WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE WESTERLY ON A LINE (THE TERMINUS OF WHICH IS 95.68 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 3, AND 1628.12 FEET WEST OF THE POINT OF COMMENCEMENT) 1066.64 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE EASTERLY ALONG THE LAST DESCRIBED LINE 174.00 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE LEASED PREMISES DESCRIBED IN THE MEMORANDUM OF LEASE RECORDED AUGUST 30, 2010 IN THE COOK COUNTY RECORDER OF DEEDS OFFICE PER DOCUMENT NUMBER 1024231037; THENCE SOUTHERLY AT RIGHT ANGLES TO THE FIRST DESCRIBED LINE, SAID LINE BEING ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LEASED PREMISES AND ALSO ALONG THE WEST LINE OF SAID LEASED PREMISES, 140.00 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 174.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 140.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

15 03 21 009

Melrose Park Ill 60160

1254 Winston Plaza

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Exhibit "B"

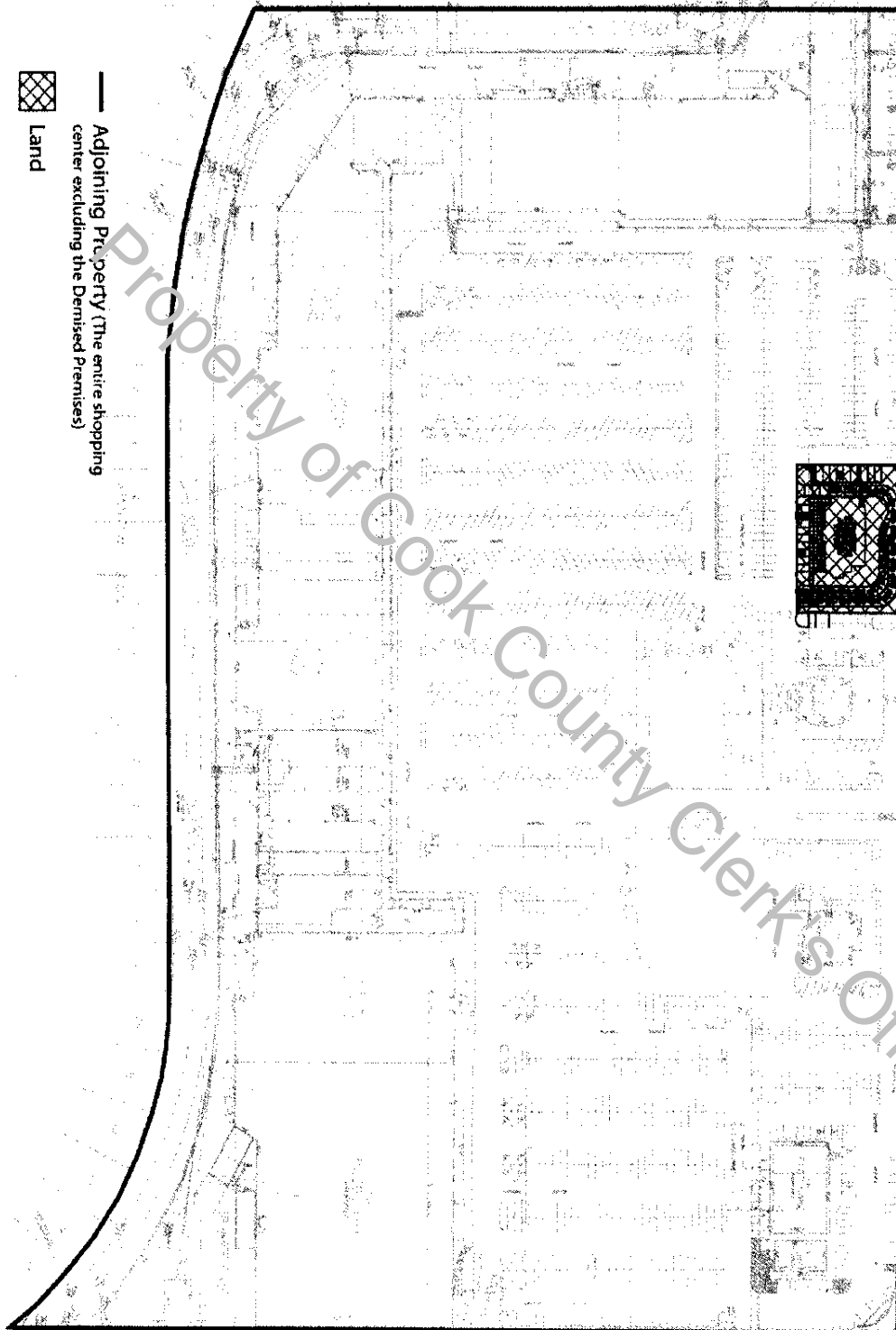
Depiction of the Land and Adjoining Property

(See attached)

Property of Cook County Clerk's Office

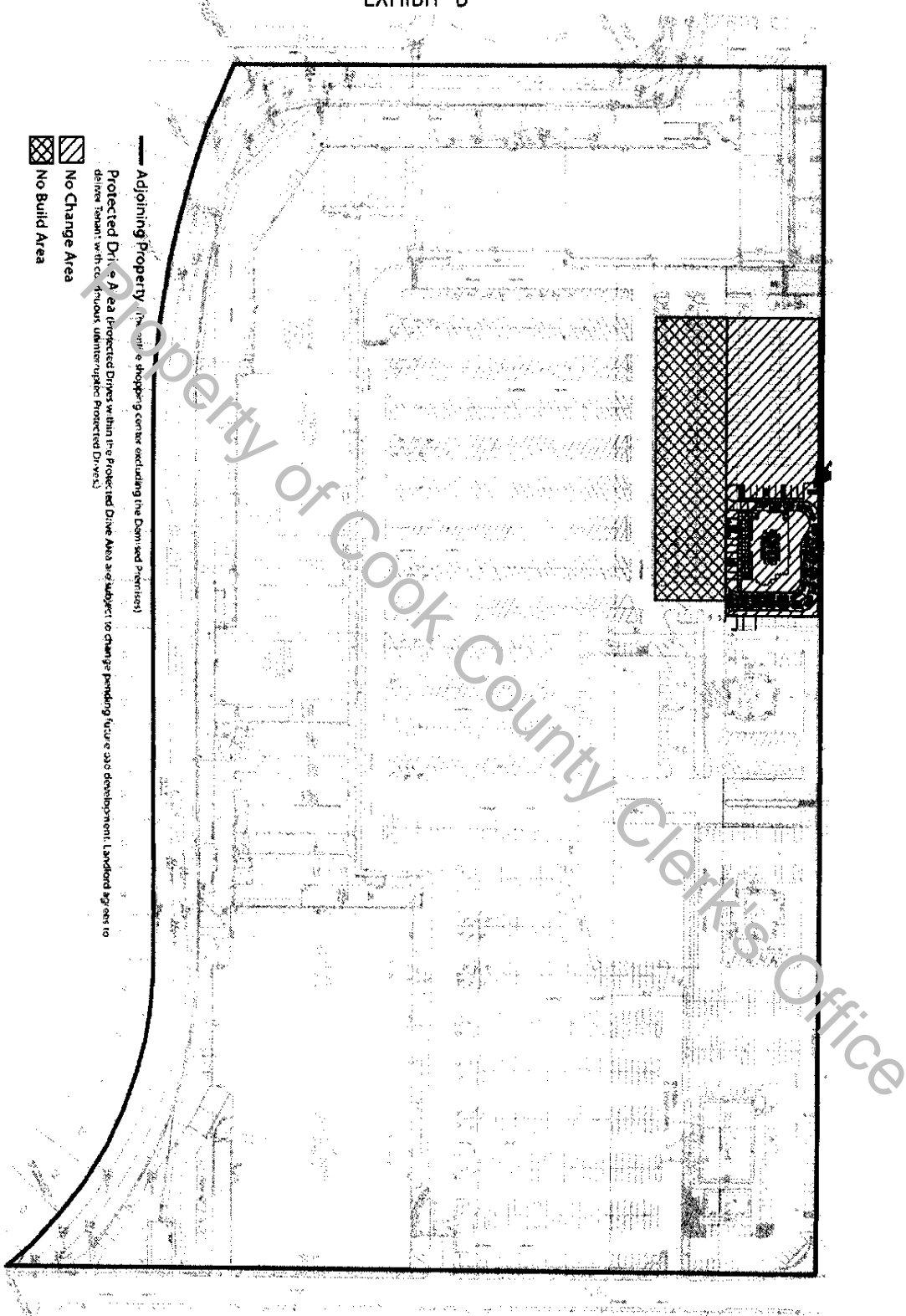
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EXHIBIT "B"



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EXHIBIT "B"



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Exhibit "C"

Wingstop Space & North Avenue Shops

