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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/08/2018 10:16 AM PG: 1 OF 10

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Prepared by and upon recording
return to:

Gary D. Knopf, Esq.
Troutman Sanders LLP
800 Peachtree Street NE, Suite 3000
Atlanta, Georgia 30308

SHORT FORM LEASE

THIS SHORT FORM LEASE (this "Short Form Lease") is entered into as of this 30th day of July, 2018, by and between TMT POINTE PLAZA, INC., a Delaware corporation ("Landlord"), and CHICK-FIL-A, INC., a Georgia corporation ("Tenant").

RECITALS:

A. Landlord and Tenant have entered into a Ground Lease dated July 30, 2018 (as subsequently amended, the "Lease").

B. Tenant is granted certain rights and privileges which are intended to run with title to the Land and the Adjoining Property (as such terms are defined in the Lease) during the term of the Lease, including any extensions thereof.

C. Landlord and Tenant desire to file this Short Form Lease to provide record notice of the Lease and its terms and conditions both during Tenant's tenancy under the Lease (including any extensions thereof), as well as during any subsequent period of fee simple ownership of the Demised Premises by Tenant.

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. 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 1.20 acres located in 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").

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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. 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. 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 and providing notice of extension periods added to 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. Landlord grants to Tenant, for the term of this Lease, the following rights and easements over the Adjoining Property: a general temporary construction easement over those portions of the Adjoining Property as reasonably required for Tenant's development of the Demised Premises.

7. Restrictions on Adjoining Property.

(a) Subject to changes required by governmental requirements, no material changes will be made to the configuration and location of the accessways shown as the "Protected Drives" on Exhibit B. For the purposes of illustration only, the following changes to the Protected Drives will be considered material: relocation of any drive aisles, erection of any buildings or other structures, or elimination of any curb cuts. To the extent any portion of the Protected Drives is not on the Adjoining Property, and Landlord has consent or approval rights over all or any portion of such area, such consent or approval shall not be granted if same would violate this Section 7(a) or Section 3(e) of the Lease. Notwithstanding anything to the contrary contained herein, if Landlord does not have consent or approval rights over any Protected Drives outside of Landlord's ownership or control, then Landlord shall not be in violation of this Section 7(a) to the extent such portion of the Protected Drives is changed as described herein.

(b) Landlord will maintain, repair and restore, or cause to be maintained, repaired and restored (including snow removal), at no cost to Tenant (but subject to the annual contribution made by Tenant pursuant Section 5(e) of the Lease), all roads, parking areas, and utility facilities that are the subject of the easements granted to Tenant pursuant to the ECR (including, without limitation, the Protected Drives) in accordance with first-class shopping center standards and practices for similar developments in the Chicago-area. Landlord acknowledges that Tenant is relying on Landlord to maintain, or cause to be maintained, all of such off-site accessways, parking areas and utility facilities that support the Demised Premises in good order and repair at all times. To the extent any portion of the Protected Drives are not on the Adjoining Property and/or Landlord is not obligated to maintain, repair and restore certain portions of the Protected Drives pursuant to the ECR or any other recorded document, and such portions of the Protected Drives are not being maintained, repaired and restored in accordance with the standard set forth in this clause (b), Landlord will (to the extent within Landlord's rights under the ECR or any other recorded

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document and Tenant has no rights to do so) use commercially reasonable efforts to cause such other party to comply with its obligations such that the Protected Drives are maintained, repaired and restored in accordance with this clause (b).

(c) Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied, any portion of the Adjoining Property for any of the following: skating rink, amusement park, carnival or circus; meeting hall; sporting event facility; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop or gas station, or any establishment selling trailers (excluding sporting goods stores); billiard parlor (except in connection with a restaurant or an entertainment center such as Main Event or Dave and Busters); tavern, pub or bar (provided that a bar incidental to the operation of a restaurant shall be permitted, provided that the sale of alcoholic beverages therein or therefrom does not exceed 50% of such restaurant's annual gross sales at the Adjoining Property, and provided further that brew pubs and upscale wine bars shall be permitted); liquor store (excluding a high end store specializing in the sale of wine such as a Total Wine or a Wine Styles or similar type use); pawn shop; or flea market, massage parlor (except an upscale operator offering therapeutic massage services, such as Massage Envy and any day spa shall be permitted), "disco" or other dance hall, tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs or for the sale of marijuana; or for the sale, rental or display of pornographic materials (not to prohibit a national or regional bookstore such as Barnes and Noble or Books A Million, or a drugstore, or pharmacy such as Walgreens or CVS).

8. Tenant's Exclusive Use. No portion of the Adjoining Property will be leased, used or occupied as a fast-food restaurant selling or serving chicken as a principal menu item. For the purposes of this Lease, "a fast-food restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross food sales from the sale of chicken. A fast-food "restaurant" includes any business establishment, including, without limitation, a kiosk, stand, booth, food truck or area located inside another business facility. It is understood that this restriction shall not apply to any tenant or occupant of the Adjoining Property (including any assignee, sublessee or other transferee thereof to the extent Landlord has no right to control or prevent such use by the existing tenant or the subtenant or assignee) pursuant to a lease existing prior to the date of this Lease. No portion of the Adjoining Property will be leased, used, or occupied by or for any of the following uses: McDonald's, Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee'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, Ezeil's Famous Chicken, Roy Rogers, or Slim Chickens. It is understood that this restriction shall not apply to any tenant or occupant of the Adjoining Property (including any assignee, sublessee or other transferee thereof to the extent Landlord has no right to control or prevent such use by the existing tenant or the subtenant or assignee) pursuant to a lease existing prior to the date of the Lease.

9. Utility Easements. Tenant will have the right to enter into reasonable agreements with utility suppliers creating easements, license, and other rights in favor of the suppliers, including, without limitation, gas, electricity, telephone, cable, internet, water and sewer, as are required in order to service the building and improvements on the Land; provided there is no material interference with the Adjoining Property. Landlord covenants and agrees to execute commercially reasonable easement agreements and to take all other actions reasonably required in order to effectuate the same, all of which will be at Tenant's sole cost and expense

10. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver to Landlord an appropriate release and cancellation instrument 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. The release and

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cancellation instrument will be executed in proper form for recordation in the official real estate records of the jurisdiction in which the Demised Premises is located.

11. Covenant Against Liens. If, because of any work or services performed for Tenant (or any judgment against Tenant), any lien is filed against the interest of Landlord in the Land or Adjoining Property, Tenant will cause the lien to be discharged of record or bonded within thirty (30) days after written notice from Landlord. Likewise, Landlord will cause any lien filed against the Land which arises by, through or under Landlord to be discharged of record or bonded within thirty (30) days after written notice from Tenant.

12. Counterparts. This Short Form Lease may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

13. Vesting of Buildings and Improvements. Upon the expiration or sooner termination of the Lease, title to any buildings or improvements located on the Land will vest in and become the full and absolute property of Landlord.

14. Notice. Notices under this Short Form Lease must be in writing and delivered (i) in person, (ii) by courier, or (iii) by reputable overnight courier guaranteeing next business day delivery, to the following addresses:

If to Landlord:

c/o Stockbridge Capital Group, LLC
300 N. LaSalle Street, Suite 5450
Chicago, Illinois 60654
PHONE: (312) 819-4030
ATTN: Asset Manager

With a copy to:

Hartman Simons & Wood LLP
6400 Powers Ferry Road, NW, Suite 400
Atlanta, Georgia 30339
PHONE: 770-955-3555
ATTN: Ryan Rivera, Esq.

If to Tenant:

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
PHONE: (404) 765-8000
ATTN: Legal Department – Real Estate

With a copy to Tenant's Counsel:

Troutman Sanders LLP
600 Peachtree Street, NE
Suite 3000
Atlanta, Georgia 30308
PHONE: 404-885-2524
ATTN: Gary D. Knopf

[Signatures begin on the following 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"

TMT POINTE PLAZA, INC., a Delaware corporation

By: [Signature]
Name: Gary Hunter
Title: Vice President

(CORPORATE SEAL)

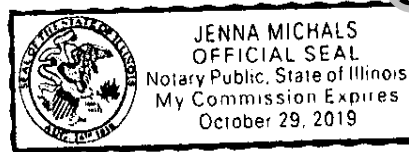
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 6th day of August, 2018, before me appeared Gary Hunter to me personally known, who, being by me duly sworn, did say that they are the Vice President of TMT POINTE PLAZA, INC., a Delaware corporation, and said Vice President acknowledged that they executed this instrument on behalf of said corporation by authority of the Board of Directors of said corporation and acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

[Signature]
Notary Public

My Commission Expires: 10/29/2019



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"TENANT"

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

By: *Lynette E. Smith*
 Name: **Lynette E. Smith**
 Title: **Vice President**

(CORPORATE SEAL)

STATE OF GEORGIA)
) SS.
 COUNTY OF FULTON)

On this 25th day of July, 2018, before me appeared Lynette E. Smith, to me personally known, who, being by me duly sworn, did say that they are the Vice President of Chick-fil-A, Inc., a Georgia corporation, and said Vice President acknowledged that they executed this instrument on behalf of said corporation by authority of the Board of Directors of said corporation and acknowledged said instrument as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Renee Hastings
 Notary Public

My Commission Expires: 11/9/18



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EXHIBIT A

DESCRIPTION OF LAND

Lot 7 in Pointe Plaza Subdivision, being a subdivision of Lot 2 in Annie Mullen Subdivision, being a subdivision of part of the south ¼ of Section 29, Township 41 North, Range 13, east of the Third Principal Meridian, according to the plat thereof recorded December 22, 1999 as Document No. 09188471 in Cook County, Illinois.

5650 W Touhy Ave, Niles, IL 60714

Pin: 10-29-403-030-0000

Property of Cook County Clerk's Office

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EXHIBIT B

DESCRIPTION AND DEPICTION OF ADJOINING PROPERTY

Adjoining Property Legal Description:

Lots 2, 3, 4, 5, 6, 9 and 10 in Pointe Plaza Subdivision, being a subdivision of Lot 2 in Annie Mullen Subdivision, being a subdivision of part of the south ¼ of Section 29, Township 41 North, Range 13, east of the Third Principal Meridian, according to the plat thereof recorded December 22, 1999 as Document No. 09188471 in Cook County, Illinois.

(Page 1 of 3)

5602 W Touhy Ave, Niles IL 60714
PIN 10-29-403-033

5600 W Touhy Ave, Niles, IL 60714
PIN 10-29-403-032

5606 W Touhy Ave, Niles IL 60714
PIN 10-29-403-029

5740 W Touhy Ave, Niles IL 60714
PIN 10-29-403-029

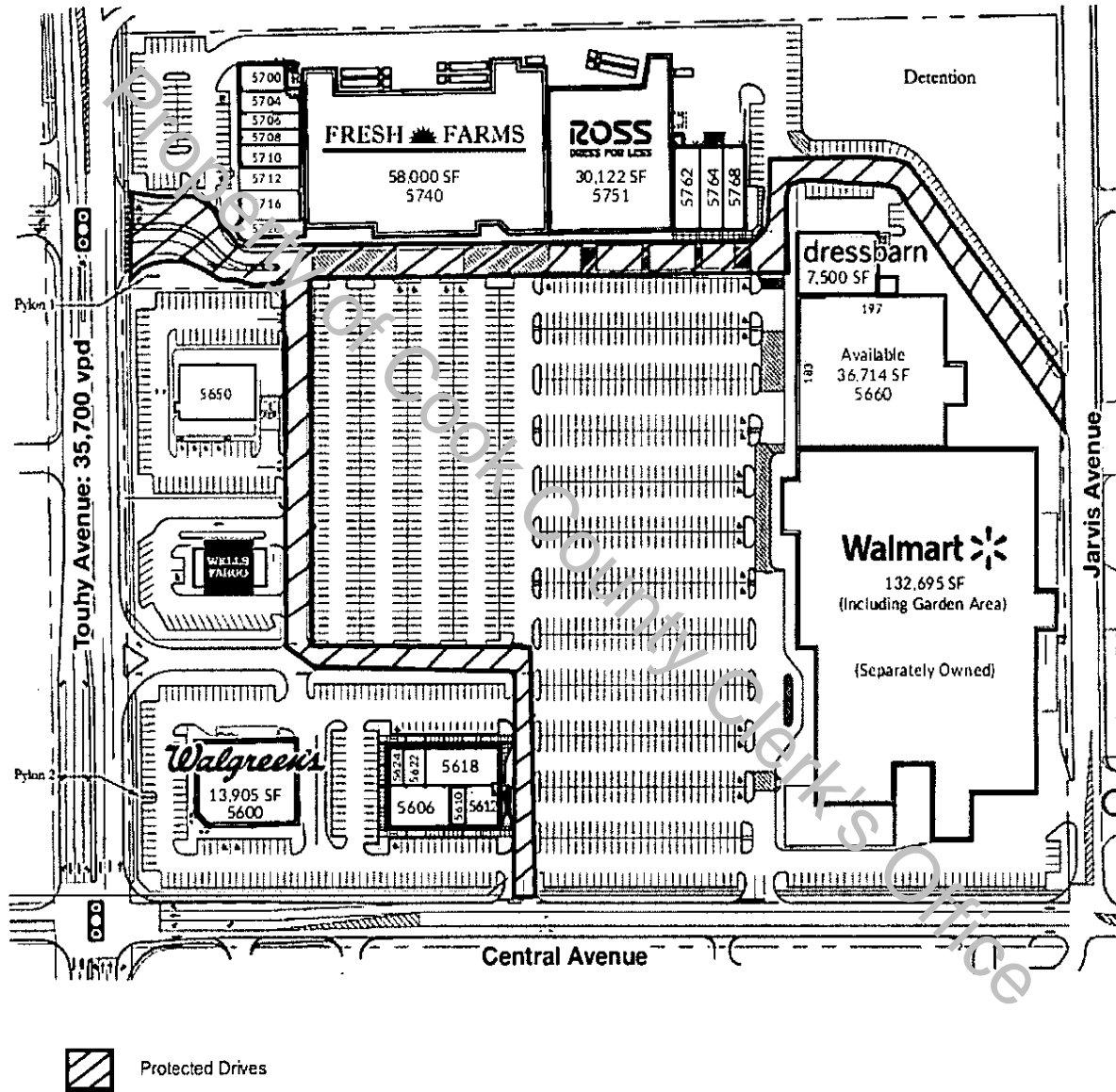
5670 W Touhy Ave, Niles IL 60714
PIN 10-29-403-027

PIN 10-29-403-025

5660 W Touhy Ave Niles IL 60714
PIN 10-29-403-024

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The depiction below is presented solely for the purpose of identifying the location of the Protected Drives. Subject to the terms and conditions of this Lease, building sizes, dimensions, access and parking area, existing tenant locations and identities are subject to change without notice and at Landlord's discretion. Unit numbers as indicated are not necessarily the actual suite numbers and are intended for use as a reference only.



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The depiction below is presented solely for the purpose of identifying the approximate location and size of the Land and Adjoining Property. Subject to the terms and conditions of this Lease, building sizes, dimensions, access and parking area, existing tenant locations and identities are subject to change without notice and at Landlord's discretion. Unit numbers as indicated are not necessarily the actual suite numbers and are intended for use as a reference only.

