

# UNOFFICIAL COPY

Doc#: 2213204269 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/12/2022 01:32 PM Pg: 1 of 6

**Prepared by and upon recording return to:**

Brooke L. Tyus, Esq.  
The Wendy's Company  
4288 W. Dublin-Granville Rd.  
Dublin Ohio 43017

## **TERMINATION OF LEASE**

**THIS TERMINATION OF LEASE (this "Termination") is made and entered into as of the 29<sup>th</sup> day of April, 2022 (the "Effective Date"), by and between JACK DEVELOPMENT, L.L.C., an Illinois limited liability company ("Lessor"), and WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, LLC, an Ohio limited liability company ("Lessee"), successor by merger effective January 1, 2014 to Wendy's Old Fashioned Hamburgers of New York, Inc.**

### **RECITATION**

A. Lessor and Lessee are parties to that certain Ground Lease dated February 23, 1998 (as amended, modified or supplemented, the "Lease"), pursuant to which Lessor leased to Lessee the premises located at 16737 S Lagrange Road, Orland Hills, IL 60487, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises").

B. A Short Form Lease containing certain provisions of the Lease was recorded on August 12, 1998, as Document No. 98711156, in the records of the Cook County Recorder (the "Memorandum").

C. The Lease grants Lessee an option to purchase the Premises from Lessor and by notice to Lessor dated March 2, 2022, Lessee exercised its option and notified Lessor that it will be taking title in an affiliated entity known as Wendy's Properties, LLC, a Delaware limited liability company.

D. In connection with Lessee's purchase of the Premises, Lessor and Lessee now desire to terminate the Lease, clear the Memorandum of record, and release each other from any remaining obligations under the Lease, all as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

# UNOFFICIAL COPY

1. Termination. Lessee and Lessor hereby terminate the Lease as of the Effective Date.
2. Release.
  - a. As of the Effective Date, Lessor and Lessee each release and discharge the other of and from all agreements and obligations to perform, keep and observe under the Lease.
  - b. Lessee hereby releases Lessor and its respective partners, officers, employees, members, agents and successors and assigns (collectively, the "**Lessor Release Parties**") from any and all liability, judgments, suits, dues, rents, causes of action, agreements, claims, and demands whatsoever, at law or in equity, known or unknown, past, present or future arising from or related to the Lease. Lessee's release is a complete and unconditional release of any and all claims that Lessee can assert or could have asserted in the future, whether the same are known and/or unknown, against the Lessor Release Parties arising from or related to the Lease.
  - c. Lessor hereby releases Lessee and its respective officers, employees, shareholders, agents and successors and assigns (collectively, the "**Lessee Release Parties**") from any and all liability, judgments, suits, dues, rents, causes of action, agreements, claims, and demands whatsoever, at law or in equity, known or unknown, past, present or future arising from or related to the Lease. Lessor's release is a complete and unconditional release of any and all claims that Lessor can assert or could have asserted in the future, whether the same are known and/or unknown, against the Lessee Release Parties arising from or related to the Lease.
3. Conflicts. In the event of any conflict between this Termination and the Lease, the terms of this Termination shall control.
4. Counterpart Signatures. This Termination may be executed by the parties in separate counterparts, each of such when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument and constitute a binding agreement. Either party may execute this Termination electronically through use of a reputable and verifiable electronic signature process or by other electronic means (including .pdf), executed and delivered by electronic copy.
5. Authority. Lessor and Lessee each represent and warrant that each has the full power and authority to enter into this Termination and the person signing on behalf of the respective parties hereto are authorized to do so.
6. Successors and Assigns. Each and all of the conditions, covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto, and to their respective successors and assigns.

# UNOFFICIAL COPY

7. Entire Agreement. This Termination contains the entire agreement between the parties regarding the termination of the Lease, and no oral statement or representations or prior written matter regarding the same not contained in this Termination shall have any force or effect.

8. Governing Law. This Termination shall be governed by the law of the State of Illinois.

*[Signature Pages Follow]*

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Termination as of the Effective Date.

**LESSOR:**

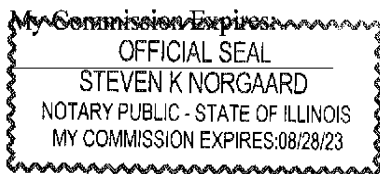
**JACK DEVELOPMENT, L.L.C.,**  
an Illinois limited liability company

By: *James E. Willett*  
Print Name: James E. Willett  
Title: Manager

STATE OF ILLINOIS  
COUNTY OF DUPAGE

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, James E. Willett with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be the Manager of Jack Development, L.L.C., and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this 29<sup>th</sup> day of April, 2022



*Steven K Norgaard*  
Notary Public  
(NOTARY SEAL)

*[Lessor's Signature Page to Lease Termination and Termination and Release of Short Form Lease]*

# UNOFFICIAL COPY

**LESSEE:**

**WENDY'S OLD FASHIONED  
HAMBURGERS OF NEW YORK, LLC,**  
an Ohio limited liability company

By: *Leigh Burnside*

Print Name: Leigh Burnside

Title: SVP - Chief Accounting Officer

Legal Approved: BT

Portfolio Management Approved: km

Property of Cook County

STATE OF OHIO  
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 2nd day of May, 2022 by Leigh Burnside, SVP - Chief Accounting Officer of **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, LLC**, an Ohio limited liability company, on behalf of the limited liability company.



**Brenda Williamson**  
Notary Public, State of Ohio  
My Commission Expires 12/27/2026

*Brenda Williamson*

Notary

My Commission Expires: 12-27-26

*[Lessee's Signature Page to Lease Termination and Termination and Release of Short Form Lease]*

# UNOFFICIAL COPY

## Exhibit A

### Legal Description

Lot 1 in Jack Development, being a subdivision of part of the North 466.70 feet of the West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian, excepting therefrom the East 854 feet of said West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, and except that part of the North 250 feet lying West of a line 200 feet East of an parallel with the East right of way line of Manheim Road and except that part of the South 216.70 feet lying West of said East of right of way line and except the North 50 feet thereof, in Cook County, Illinois.

Except that part taken by the Department of Transportation of the State of Illinois in Case No. 12 L 050539, labeled Parcel OH40012 on the Lis Pendens Notice recorded April 26, 2012 as Document No. 1211744101, and described as follows: Beginning at the Northwest Corner of said Lot 1; thence North 88 degrees 19 minutes 23 seconds East, 34.00 feet (Bearings based on Illinois State Planned Coordinate System, East Zone, NAD 1983) along the North line of said Lot 1; thence South 01 degrees 56 minutes 22 seconds east, 216.70 feet to the South line of said Lot 1, said line also being the South line of the North 466.70 feet of the West half of said Northwest quarter; thence South 88 degrees 19 minutes 23 seconds West, 34.00 feet along said common line to the Southwest corner of said Lot 1; thence North 01 degrees 56 minutes 22 seconds West, 216.70 feet along the West line of said Lot 1 to the point of beginning.

PIN: 27-27-100-022-0000