

# UNOFFICIAL COPY

968-12329

DEPT-01 RECORDING \$39.00  
T50012 TRAN 2940 11/04/96 12:27:00  
1899 4 ER \*--96--242329  
COOK COUNTY RECORDER

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Joseph J. London, Esq.  
21800 Omar Street, Suite 1190  
Woodland Hills, California 91367

29.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

7613601 TP1-DZ

## SHORT FORM OF GROUND LEASE

THIS SHORT FORM OF GROUND LEASE is executed this 30<sup>th</sup> day of October, 1996, by and between BRADLEY REAL ESTATE, INC., a MARYLAND corporation ("Landlord"), having its principal place of business at 40 Skokie Boulevard, Suite 600, Northbrook, Illinois 60062, and IHOP PROPERTIES, INC., a California corporation ("Tenant"), having its principal place of business at 525 N. Brand Boulevard, Third Floor, Glendale, California 91203-1903.

### WITNESSETH:

THAT Landlord owns the land, together with certain improvements constructed thereon, known as Rivercrest Shopping Center, located on the southwest corner of Cicero Avenue and Route 83, in the Village of Crestwood, County of Cook, State of Illinois, as generally shown on Exhibit A attached hereto and, by this reference, incorporated herein, and as more particularly described in Exhibit B attached hereto and, by this reference, incorporated herein ("Center"). For and in consideration of the covenants, and agreements contained in that certain Shopping Center Outlot Ground Lease dated of even date herewith ("Lease"), Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord, that certain land, being designated as Pad D on said Exhibit A, consisting of 10,000 square feet, as more particularly described in Exhibit C attached hereto and by this reference incorporated herein ("Land"), together with the rights appurtenant thereto. (Said Land, together with the Improvements [as defined in Section 12.1 of the Lease] to be constructed thereon by Tenant, shall hereinafter be referred to as the "Premises.") In addition, and for no additional consideration, Landlord hereby grants to Tenant for the Term (as defined in Section 2.3 of the Lease), in accordance with, and subject to, the terms and conditions of the Lease, including, without limitation, those set forth in Section 4 of the Lease: (a) the exclusive right, license, easement and privilege to erect, maintain and electrify a free-standing sign, subject to governmental and Landlord's approval as to design and height in accordance with the provisions of Exhibit D to the Lease, at that location in the Center shown as the "IHOP Sign" on said Exhibit A, for the benefit of Tenant and its subtenant (if any, as may be permitted under Section 13 of the Lease); and (b) the non-exclusive right, license, easement and privilege to use the Common Areas (as defined in Section 5.2 of the Lease) of the Center for (i) vehicular and pedestrian

968-12329

508-12329

BOX 300 CTI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

ingress and egress to and from the Premises, the Common Areas, and the public rights of way adjoining the Center, (ii) vehicular parking, and (iii) utility connections and installations, for the benefit of Tenant, its subtenant (if any, as may be permitted under Section 13 of the Lease), and their respective employees, agents, customers and other invitees.

TO HAVE AND TO HOLD the Premises for a period of twenty-five (25) years commencing on the first to occur of: (a) the date of the substantial completion of the Improvements to be erected on the Land and the installation of Tenant's or its affiliate's Trade Fixtures (as defined in Section 22.1 of the Lease), (b) the date that the business to be conducted on the Premises opens to the public, or (c) one hundred twenty (120) days after the date that Tenant commences construction of the Improvements in accordance with the provisions of Exhibit D to the Lease, subject to day for day extensions for delays resulting from force majeure (as defined in Section 12.1 of the Lease) and/or Landlord's failure to substantially complete Landlord's Work (as defined in Section 11 of Exhibit D to the Lease), or (d) March 15, 1997, subject to day for day extensions for delays resulting from Landlord's failure to substantially complete Landlord's Work, provided such delays delay the opening of the business to be conducted on the Premises ("Commencement Date"); provided, however, if the Commencement Date falls on a day other than the first day of any calendar month, then said term shall terminate twenty-five (25) years after the last day of the calendar month during which said Commencement Date falls. Provided it shall not then be in default under the Lease (beyond any applicable cure period), Landlord also hereby grants to Tenant the option to extend said initial term for four (4) additional, consecutive periods of five (5) years each, by giving written notice to Landlord of its intention to exercise said options, respectively, at least one hundred eighty (180) days prior to the expiration of the applicable preceding term.

SUBJECT TO the following provisions contained in the Lease:

## 5. Use of Common Areas

5.1 **Conditions of Use.** As provided in Section 1.1, Tenant and its subtenant (if any, as may be permitted under Section 13), and their respective employees, agents, customers and other invitees, shall have the right to use the Common Areas of the Center, subject to the conditions hereinafter stated. Tenant's and the other's use of the Common Areas shall be subject to the rights of Landlord under the terms of the Lease and the following conditions: (a) the Common Areas shall be used by Tenant and its subtenant (if any, as may be permitted under Section 13), and their respective employees, agents, customers and other invitees, in common with employees, agents, customers and other invitees of Landlord and parties to whom the right to use the Common Areas has been granted by Landlord including the other owners, occupants and tenants and their respective invitees from time to time in or in conjunction with the Center; (b) Tenant's and the other's right to use the Common Areas shall terminate upon the termination of the Lease by lapse of time or otherwise; (c) Tenant shall not make any use of the Common Areas which shall interfere in any way with the use of the Common Areas by others; and (d) Tenant's use of parking areas or other Common Areas shall be subject to the reasonable and nondiscriminatory rules and regulations set forth in the Lease and from time to time established by Landlord pursuant to the provisions hereof, provided same are applied and enforced in a uniform and non-discriminatory manner.

5.2 **"Common Areas" Defined.** The "Common Areas" are hereby defined as consisting of sidewalks and canopies, landscaped areas, streets, alleys, passageways,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

entrances and exits, automobile and truck roadways, parking areas, ramps and concourses, service corridors, loading courts, loading platforms, truck docks and truck maneuvering areas, ramps and stairs not contained in stores, directory signs and equipment and information and telephone booths, public and common washrooms and service areas, lockers and locker rooms, lounges and shelters and any other facilities available for common use, all as they may from time to time exist at the Commencement Date, and by addition and substitution by Landlord thereafter, and as shall be available to all the tenants and occupants of the Center and their respective employees, agents, customers, licensees and other invitees. Provided, however, "Common Areas" shall not include any enclosed mall now or hereafter located in the Center.

**5.3 Landlord's Rights and Obligations.** So long as Tenant's use and enjoyment of the Premises is not unreasonably impaired, Landlord may at any time close any Common Areas to effect construction, repairs, alterations, additions or changes thereto, or to prevent the acquisition of public rights in such areas, or to discourage non-customer use, and may do such other acts in and to the Common Areas as in its sole judgment may be desirable to improve the convenience or operation thereof. Landlord will operate, manage, maintain and repair or cause to be operated, managed, maintained and repaired, the Common Areas (to the extent same is not done by any major store in the Center), in a good condition throughout the Term. Landlord agrees that throughout the Term it shall not, nor shall it permit others to, (a) construct any buildings or other structures in that portion of the Common Areas adjacent to the Premises shown as the hatched area on Exhibit A ("Protected Area"), and at all times the Protected Area shall be used and maintained solely for street level parking and vehicular and pedestrian movement, and uses incidental thereto, and (b) reduce the number of parking spaces located in the Center below the greater of (i) the minimum number required by applicable law or ordinance, or (ii) four parking spaces for each 1,000 square feet of Rentable Area.

## 21. Prohibition Against Competition

**21.1 Landlord's Covenant.** Landlord agrees, for itself and its successors and assigns, that, commencing upon the date of the mutual execution of the Lease and ending upon the expiration of the Term or earlier termination of the Lease, no portion of the Center (other than the Premises), nor any property located within one (1) mile of the boundaries of the Center now or hereafter owned or controlled, directly or indirectly, by Landlord, shall be used for a Competitive Restaurant (as hereinafter defined). As used herein, the term "Competitive Restaurant" shall mean (except as hereinafter provided) any food service operation that sells or offers for sale typical breakfast items, such as, but not limited to, egg dishes (alone or in combination with other items), pancakes, waffles, blintzes, french toast, or hot or cold cereal. In no event shall "Competitive Restaurant" mean any so-called "fast food" service operation, such as, but not limited to, McDonald's, Burger King, Wendy's, Taco Bueno, Taco Bell and Whataburger, or any coffee house, such as, but not limited to, Starbucks and Seattle's Best Coffee, donut shop, such as, but not limited to, Dunkin' Donuts, bagel shop, such as, but not limited to, Big Apple Bagels, any ethnic restaurant serving ethnic food, or any other food service operation which sells typical breakfast items only on weekends and/or holidays.

Notwithstanding the foregoing, the foregoing restrictions shall not apply to any

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

premises located in the Center or within one (1) mile of the boundary lines of the Center now or hereafter owned or controlled, directly or indirectly, by Landlord, whereby any existing leases of those premises do not permit Landlord to enforce the foregoing restrictions against the tenants under those leases, by reason of the fact that they do not contain limitations or restrictions on the uses of the premises demised thereunder, or they permit the premises to be used as Competitive Restaurants, but only for so long as those existing leases shall remain in full force and effect. The foregoing restrictions will continue only so long as the business conducted upon the Premises is a food service operation of the type comprising a Competitive Restaurant, except that said restrictions shall continue in full force and effect during the period prior to the initial construction of the Improvements and during temporary periods of damage, destruction, repair, restoration or remodeling of the Improvements, until such time as same can reasonably be repaired, restored and/or completed.

**21.2 Tenant's Remedy for Breach.** The covenant of Landlord contained in **Section 21.1** is a material inducement for Tenant to enter into the Lease, and upon any breach by Landlord of said covenant, which breach is not cured within thirty (30) days after written notice thereof by Tenant to Landlord, Tenant shall have the right to pursue all of its rights available at law or in equity, including cancellation of the Lease, a suit for damages, and/or a suit for injunctive relief (it being understood that the enumeration of the foregoing rights and remedies shall not preclude the exercise of any other rights or remedies which might be available at law or in equity).

**36. Right of First Refusal.** If at any time after the date of the mutual execution of the Lease and prior to the date of the expiration of the Term, Landlord shall desire to sell the Land separate and apart from the Center or any substantial portion of the Center, Tenant shall have the right of first refusal as follows: Landlord shall give to Tenant a notice in writing specifying the terms and conditions upon which it desires to sell the Land and offering to sell same to Tenant upon said terms and conditions. Within ten (10) days after receipt of said notice, Tenant shall either accept or reject said offer. If Tenant shall reject said offer, then for a period of one hundred eighty (180) days after the expiration of said ten (10) day period Landlord shall be free to sell to any other person upon the terms and conditions specified in said notice. If the sale is to be made on terms and conditions other than so specified, then the right to purchase shall again be offered to Tenant as set forth above. The rejections of any one or more such offers by Tenant shall not affect its right of first refusal as to any other sales by Landlord or its successors or assigns.

Landlord and Tenant acknowledge and agree that the area of the Land is intended to accommodate the building and related improvements comprising the Improvements to be constructed thereon, and that Tenant's appurtenant rights set forth in **Section 1.1** are essential to the use and enjoyment of the Land and Improvements, and that any prospective purchaser would not purchase only the Land, without such or similar appurtenant rights. The parties also acknowledge and agree that the exact area and configuration of the Land could easily be varied so as to incorporate a larger area of the adjacent property, with or without such appurtenant rights, which would be the functional equivalent of a sale of the Land and such appurtenant rights. Accordingly, Landlord and Tenant hereby agree that, for the purposes of this **Section 36** only, the term "Land" shall

36842329

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

mean the Land area as presently configured, together with such appurtenant rights, or such larger area, with or without such appurtenant rights, to the end that the right of first refusal set forth herein shall apply to the sale of any portion of the Center (separate and apart from the remainder of the Center) which includes the Improvements and any adjacent property principally intended to service the Improvements, with or without such appurtenant rights. Additionally, in connection with any such sale, whether to Tenant or to other prospective purchaser, the parties will enter into an agreement, to be recorded and run with the land of the Center, to provide for the appurtenant rights specified in Section 1.1 and the restrictions set forth in Section 21.1, as well as any other material rights of Tenant under the Lease that might be cut off by reason of such sale.

It is understood and agreed that this Short Form of Ground Lease is executed solely for the purpose of giving notice to the public of the existence of the Lease of the Premises, the terms and conditions of which are expressly incorporated herein by reference for all purposes as though fully set forth herein. Should there be any inconsistency between the terms of this instrument and the Lease incorporated herein, the terms of said incorporated Lease shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Short Form of Ground Lease as of the day and year first above written.

Landlord:

Bradley Real Estate, Inc., a Maryland corporation

By: [Signature]  
Its: President  
Name: Tom Dillay

Tenant:

IHOP Properties, Inc., a California corporation

By: [Signature]  
Its: President  
Name: Richard E. Hester

UNOFFICIAL COPY

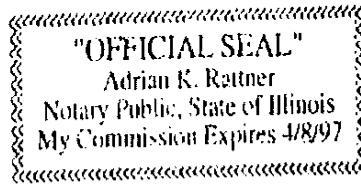
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

ILLINOIS  
State of Massachusetts )  
County of Cook ) S.S.

On this 22nd day of October, 1996, before me personally appeared Thomas M. Wilcox, to me personally known, who, by me duly sworn (or affirmed) did say that (s)he is the President of Bradley Real Estate, Inc., [and that the seal affixed to said instrument is the corporate seal of said corporation,] and that said instrument was signed [and sealed] in behalf of said corporation by authority of its board of directors, and said Thomas M. Wilcox acknowledged said instrument to be the free act and deed of such corporation [and that said corporation has no corporate seal].

Signature Adrian K. Rattner  
Name Printed ADRIAN K. RATTNER  
My commission expires 4-8-97

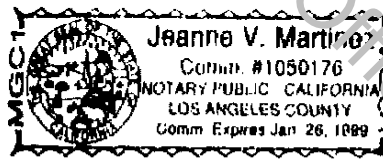


State of California )  
County of Los Angeles ) S.S.

On October 2, 1996, before me, Jeanne V. Martinec, a Notary Public in and for said County and State, personally appeared Richard K. Herzer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jeanne V. Martinec

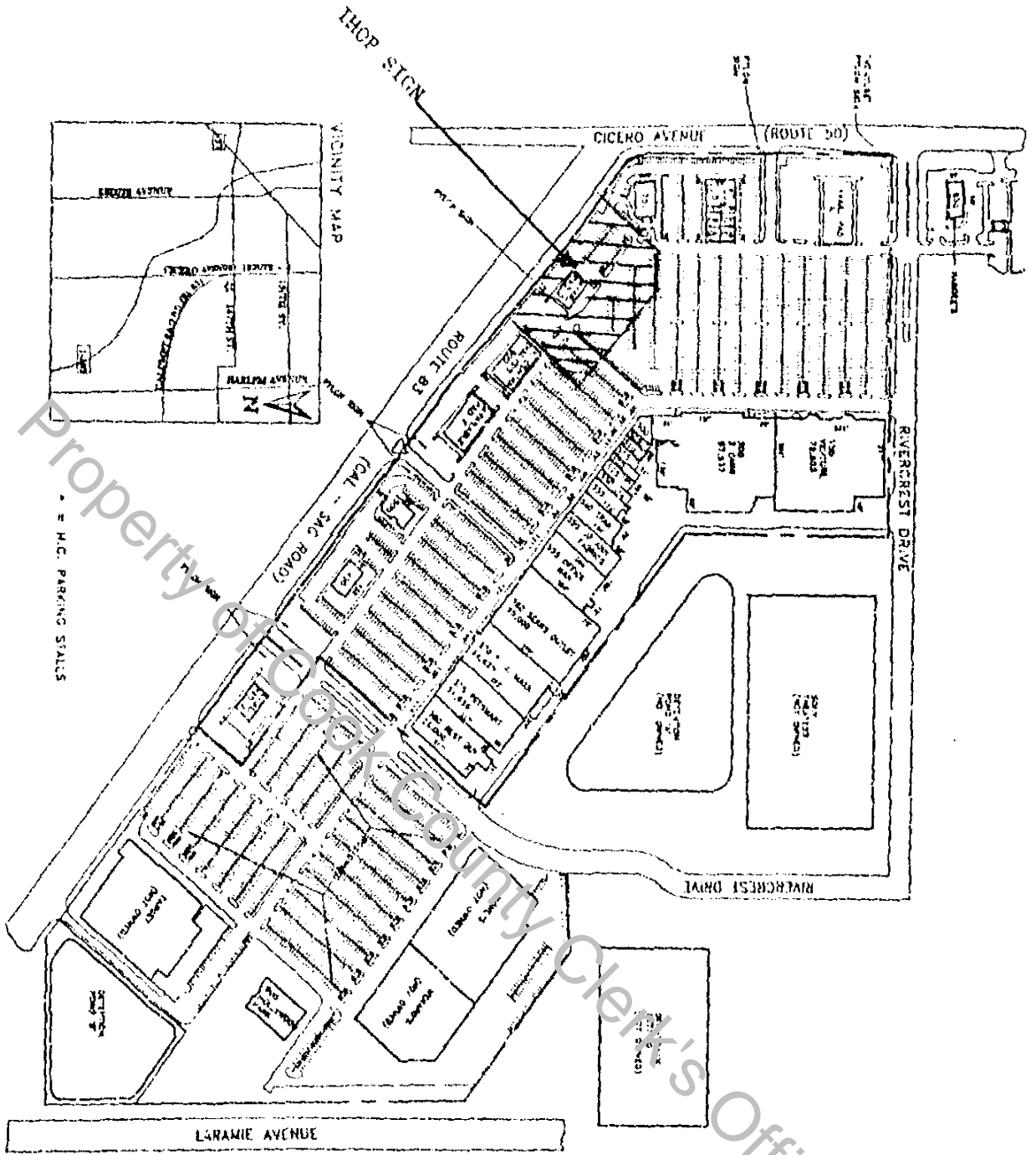


(Seal) 90812329

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL EXHIBIT A COPY



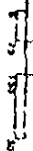
NO.	TENANT	SQ. FT.
100	VENTURE	79,903
200	OWN	87,937
300	PATLESS SHOES	2,973
305	SEARS OPTICAL	1,977
310	KIDS MART	2,352
315	JC PENNY CATALOG	2,352
320	ONG	2,442
325	DOLLAR BILLS	3,500
330	CLOTHESIVE	3,800
335	FAMOUS FOOTWEAR	6,000
340	SUPER TRAK AUTO	10,500
350	JO ANN FABRICS	14,000
355	OFFICE MAXX	24,000
360	SEARS OUTLET	55,000
370	T. J. MAX	34,425
375	PETSMART	21,839
380	BEST BUY	25,000
450	LCNE STAR STEAK HOUSE	12,315
500	APPLEBEES	5,600
600	NORTH CENTRAL DIALYSIS	10,950
700	FORTILDS	5,000
750	BACKRUSTER	6,390
760	BACKN'MAIL	1,485
785	COST CUTTERS	1,058
770	AVA LABEL	1,842
775	MANGO'S PIZZA	1,900
780	FUNOCLAND	1,925
785	CURRENCY EXCHANGE	730
850	HARDEE'S	
900	HOLLYWOOD PARK	
	GROUND LEASE	15,000

958423229



**RIVERCREST**

CRESTWOOD, ILLINOIS  
JULY, 1998



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT B

### LEGAL DESCRIPTION OF CENTER

#### PARCEL 1:

Lots 2, 3, 4, 6, 7 and 9 through 17, 19 and 21 in Rivercrest of Crestwood, being a subdivision of part of the East half (1/2) of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### PARCEL 2:

A permanent, non-exclusive easement appurtenant to Lots 2, 3, 4, 13 through 17 (both inclusive) and Lots 19 and 21 of Parcel 1 for storm water pipeline purposes over Lot 5 in Rivercrest of Crestwood, aforesaid, as set forth in the Storm Sewer Easement Agreement recorded January 25, 1994 as Document No. 94-080811.

#### PARCEL 3:

A permanent, non-exclusive easement appurtenant to Lots 2, 3, 4, 10 through 17 (both inclusive) and Lots 19 and 21 of Parcel 1 for storm water pipeline purposes over Lot 8 in Rivercrest of Crestwood, aforesaid, as set forth in the Storm Sewer Easement Agreement recorded March 25, 1993 as Document No. 93-222912.

#### Parcel 4:

Easements as set forth in the Operation and Easement Agreement recorded March 25, 1993 as Document No. 93-223679 as follows:

- A. For ingress and egress and parking for the benefit of Lots 6, 7 and 9 of Parcel 1 over Lots 5, 8 and 23 in Rivercrest of Crestwood, aforesaid, per Section 2.1 of said Agreement.
- B. For passage to and from Rivercrest Drive for the benefit of Lot 9 of Parcel 1 over and across a defined strip of land in Lot 8 in Rivercrest of Crestwood, aforesaid, per Section 2.2 of said Agreement.
- C. For passage to and from Rivercrest Drive for the benefit of Lot 6 of Parcel 1 over and across a defined strip of land in Lot 8 in Rivercrest of Crestwood, aforesaid, per Section 2.3 of said Agreement.
- D. For discharge of surface storm drainage and/or runoff for the benefit of Lots 6, 7 and 9 of Parcel 1 over Lots 5, 8 and 23 in Rivercrest of Crestwood, aforesaid, per Section 2.4 of said Agreement.
- E. For use of storm water system for the benefit of Lots 6, 7 and 9 of Parcel 1 over Lots 5, 8 and 23 in Rivercrest of Crestwood, aforesaid, per Section 2.5 of said Agreement.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## PARCEL 5:

An easement for ingress and egress recorded October 8, 1992 as Document No. 92-749324 for the benefit of Lot 19 over Lot 20.

## PARCEL 6:

An easement for ingress and egress created by Document No. 91-661848 over the east 12.5 feet of Lot 18 for the benefit of Lot 19.

## PARCEL 7:

Easements benefitting portions of Parcel 1 created by the West Rivercrest Stormwater Operation, Maintenance and Easement Agreement dated February 3, 1994, recorded March 31, 1994, as Document No. 94-294830.

## PARCEL 8:

Easement for storm water detention purposes over Lot 22 and easement for drainage purposes over Lot 1 benefitting portions of Parcel 1 created by plat of Rivercrest of Crestwood, aforesaid, recorded December 17, 1991 as Document No. 91-661848.

96842329

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT C

### LEGAL DESCRIPTION OF PREMISES

THAT PART OF LOTS 2 AND 14 IN RIVERCREST OF CRESTWOOD, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 14; THENCE SOUTH  $51^{\circ}18'00''$  EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 14, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $51^{\circ}18'00''$  EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 14 AND ALONG SAID NORTHEASTERLY LINE, EXTENDED, A DISTANCE OF 100.00 FEET, THENCE SOUTH  $38^{\circ}42'00''$  WEST PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 14 A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE, EXTENDED, OF SAID LOT 14; THENCE NORTH  $51^{\circ}18'00''$  WEST ALONG THE SOUTHWESTERLY LINE, EXTENDED, AND ALONG SAID SOUTHWESTERLY LINE OF SAID LOT 14, A DISTANCE OF 100.00 FEET; THENCE NORTH  $38^{\circ}42'00''$  EAST PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 14, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

@ Cicero Avenue and Calumet Sag Pond

24-33-404-004

24-33-404-011

UNOFFICIAL COPY

Property of Cook County Clerk's Office