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2011 MAY 18 AM 9:55

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

MICHELLE R. FAJMAN  
RECORDER

*prepared by:*

LAW OFFICES OF KATHERINE H. LIGHT  
4860 Hayvenhurst Ave.  
Encino, California 91436  
Attn: Katherine H. Light, Esq.

MEMORANDUM OF LEASE

C&I CTIC# 430373 AJ

<sup>4th</sup> THIS MEMORANDUM OF LEASE (the "Memorandum"), made and entered into this day of MAY, 2011, by and between SOUTHLAKE INDIANA LLC, a Delaware limited liability company ("Landlord"), and CHICK-FIL-A, INC., a Georgia corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Lease dated December 29, 2010 (the "Lease"); and

WHEREAS, the parties hereto desire to file this Memorandum for record in the Records of Lake County, Indiana, to provide record notice of the Lease and its terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined);

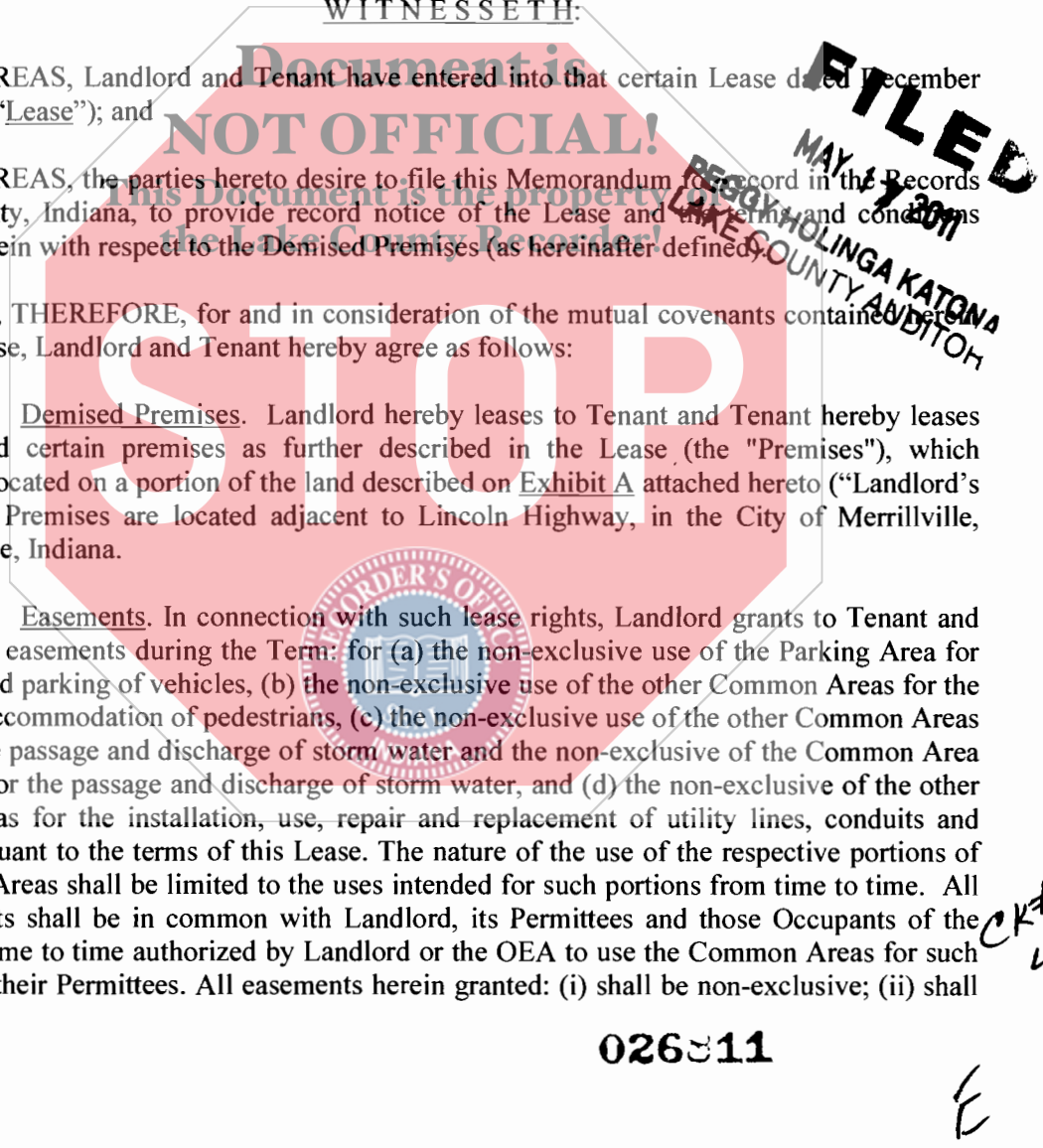
NOW, THEREFORE, for and in consideration of the mutual covenants contained in the Lease, Landlord and Tenant hereby agree as follows:

1. Demised Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain premises as further described in the Lease (the "Premises"), which Premises are located on a portion of the land described on Exhibit A attached hereto ("Landlord's Parcel"). The Premises are located adjacent to Lincoln Highway, in the City of Merrillville, County of Lake, Indiana.

2. Easements. In connection with such lease rights, Landlord grants to Tenant and its Permittees, easements during the Term: for (a) the non-exclusive use of the Parking Area for the passage and parking of vehicles, (b) the non-exclusive use of the other Common Areas for the passage and accommodation of pedestrians, (c) the non-exclusive use of the other Common Areas for the surface passage and discharge of storm water and the non-exclusive of the Common Area storm drains for the passage and discharge of storm water, and (d) the non-exclusive of the other Common Areas for the installation, use, repair and replacement of utility lines, conduits and facilities, pursuant to the terms of this Lease. The nature of the use of the respective portions of the Common Areas shall be limited to the uses intended for such portions from time to time. All such easements shall be in common with Landlord, its Permittees and those Occupants of the Center from time to time authorized by Landlord or the OEA to use the Common Areas for such purposes and their Permittees. All easements herein granted: (i) shall be non-exclusive; (ii) shall

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be appurtenant and not easements in gross; (iii) shall expire upon the expiration or the earlier termination hereof or as otherwise specified in this Lease; and (iv) shall be subject to the OEA.

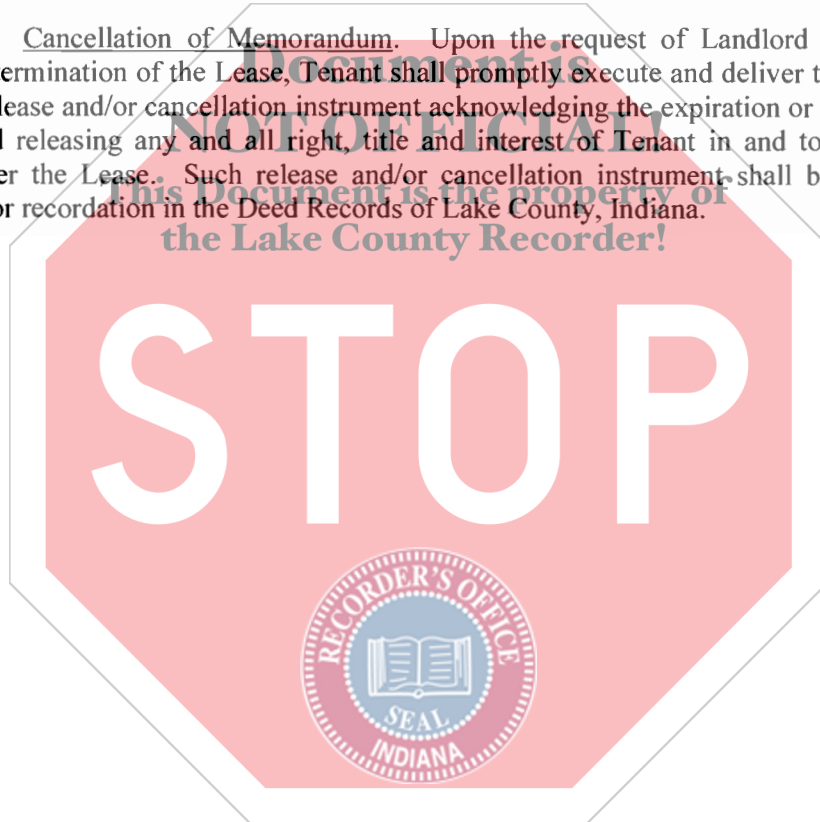
3. Term. The term of the Lease shall commence as described in the Lease and shall terminate on the last day of the month which is ten (10) years after the Rent Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease.

4. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

5. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

6. Restrictions on Adjoining Property. Landlord has granted Tenant certain protected rights over portions of the Common Area of the Center, including but not limited to the Protected Area and Expanded Protected Area as set forth in the Lease.

7. Cancellation of Memorandum. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or 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. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Lake County, Indiana.



IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be executed the day, month and year first above written.

**“LANDLORD”**

SOUTHLAKE INDIANA LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Elizabeth P. Satterthwaite  
Title: Senior Vice President and Assistant Secretary

**“TENANT”**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of California )  
County of Los Angeles ) SS.

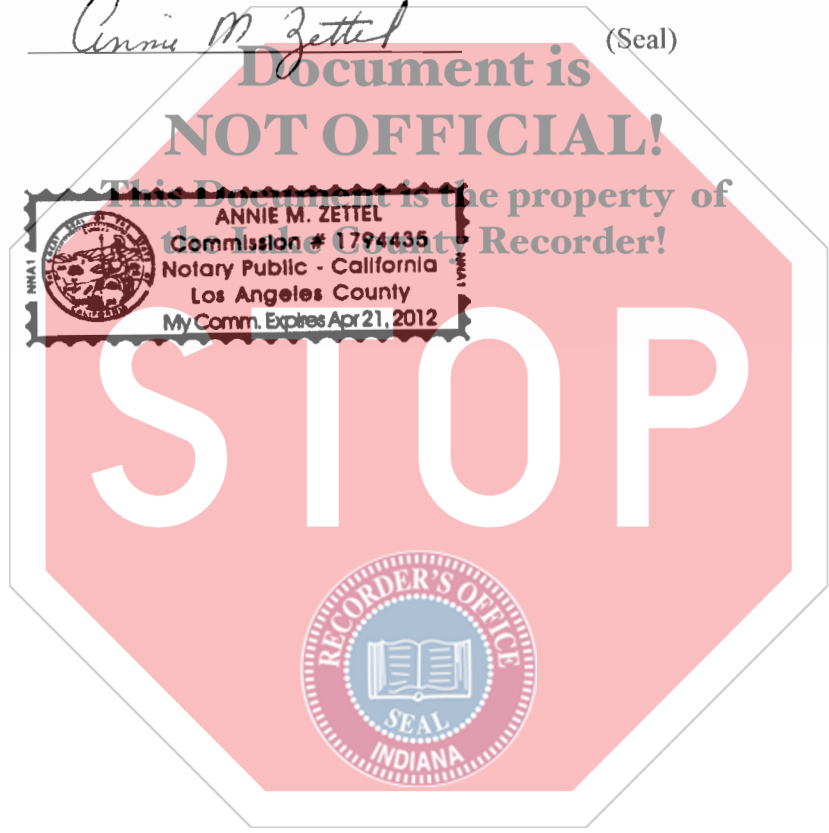
On April 28, 2011 before me, Annie M. Zettel, a notary public, personally appeared, Elizabeth P. Satterthwaite, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on 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

Annie M. Zettel (Seal)



IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be executed the day, month and year first above written.

**“LANDLORD”**

SOUTHLAKE INDIANA LLC,  
a Delaware limited liability company

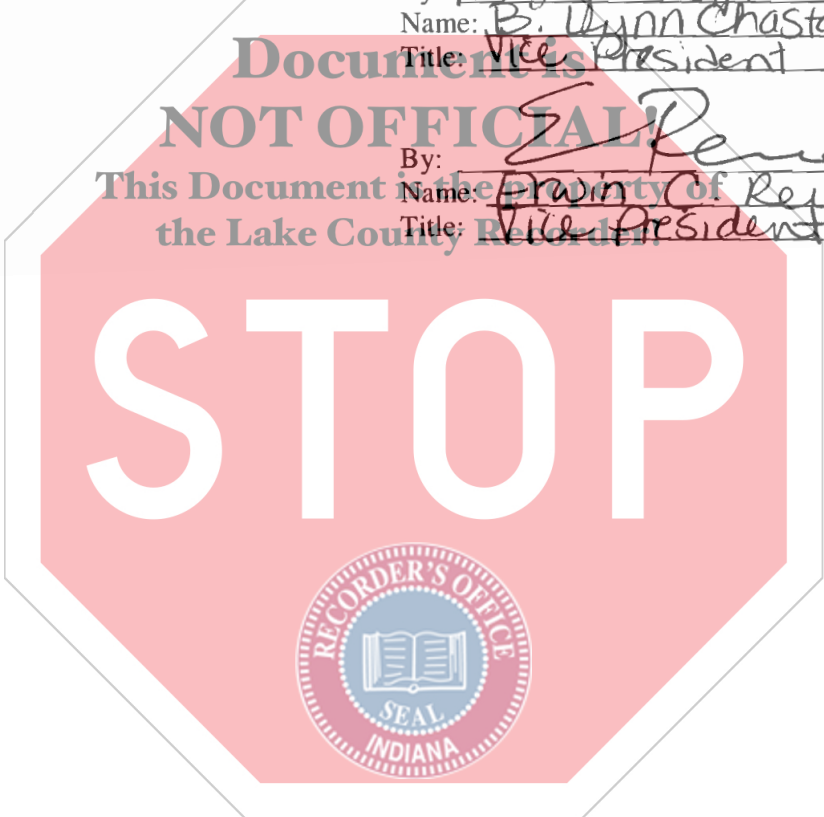
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“TENANT”**

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

By: *B. Lynn Chastain*  
Name: B. Lynn Chastain  
Title: Vice President

By: *Erin Reid*  
Name: Erin Reid  
Title: Vice President



State of Georgia )  
County of Pike ) SS.

On April 20, 2011, before me, Traci D. Shirah, a notary public, personally appeared, B. Lynn Chastain + Ewin C. Reed, who proved to me on the basis of 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Traci D. Shirah (Seal)



EXHIBIT A

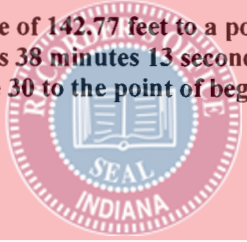
Legal Description of Landlord's Parcel

Parcel 6:

Part of the Southwest Quarter of Section 23, Township 35 North, Range 8 West of the Second Principal Meridian, in Hobart-Ross Township, Lake County, Indiana, bounded and described as follows:

Commencing at the Southwest corner of said Section 23; thence North 2 degrees 42 minutes 00 seconds West, 2,402.02 feet along the West line of said Section 23; thence North 87 degrees 54 minutes 28 seconds East 330.00 feet; thence North 2 degrees 42 minutes 00 seconds West, 200.93 feet to a point on the Southerly right-of-way line of U.S. Route 30; thence along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 11 minutes 44 seconds East, a chord distance of 510.01 feet; thence continuing along said right-of-way line, along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 28 minutes 52 seconds East, a chord distance of 24.63 feet; thence continuing along said right-of-way line along the arc of a 53,617.23 foot radius curve, concave to the South whose chord bears North 88 degrees 30 minutes 23 seconds East, a chord distance of 3.03 feet; thence continuing along said right-of-way line, along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 32 minutes 52 seconds East, a chord distance of 80 feet; thence continuing along said right-of-way along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 36 minutes 33 seconds East, a chord distance of 50.24 feet; thence North 88 degrees 38 minutes 13 seconds East, 821.69 feet to the point of beginning being on the Southerly right of way line of U.S. Route 30; thence South 1 degree 21 minutes 47 seconds East, 108.93 feet; thence along the arc of a 35 foot radius curve, concave to the Northeast, whose chord bears South 46 degrees 21 minutes 47 seconds East, a chord distance of 49.50 feet; thence North 88 degrees 38 minutes 13 seconds East, 573.00 feet; thence along the arc of a 400 foot radius curve, concave to the South whose chord bears South 82 degrees 56 minutes 47 seconds East, a chord distance of 117.10 feet; thence along the arc of a 35.00 foot radius curve concave to the Northwest, whose chord bears North 62 degrees 43 minutes 12 seconds East a chord distance of 47.52 feet; thence along the arc of a 385.68 foot radius curve, concave to the West, whose chord bears North 9 degrees 18 minutes 10 seconds East, a chord distance of 142.77 feet to a point on the southerly right-of-way line of U.S. Route 30; thence South 88 degrees 38 minutes 13 seconds West 793.00 feet along the Southerly right-of-way line of U.S. Route 30 to the point of beginning.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law

  
Amy S. Johnson