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Gary W. Ott
Recorder, Salt Lake County, UT
DOCUMENT PROCESSING SOLUTIONS
BY: eCASH, DEPUTY - EF 15 P.

RECORDING REQUESTED BY:
First American Title Company
National Commercial Services Division
NCS-619237-SD

**Recording Requested By and
When Recorded Mail to:**

Chick-fil-A, Inc., a Georgia corporation
5200 Buffington Road
Atlanta, Georgia 30349-2998
Attention: Brittany J. Berube

(The space above this line is for the Recorder's use only)

SHORT FORM LEASE

SHORT FORM LEASE

THIS SHORT FORM LEASE, made and entered into this 10TH day of April, 2014, by and between DDR FAMILY CENTERS, LP, a Delaware limited partnership (hereinafter referred to as "Landlord"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated November 18, 2013, as amended (the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Salt Lake County, Utah, to provide record notice of the Lease and the 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 herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Demised Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land") consisting of approximately forty-five thousand, nine hundred forty-three (45,943) square feet (upon which Tenant shall construct a building not to exceed Five Thousand (5,000) square feet) located near the intersection of South Redwood Road and West 5400 South Street, in the City of Taylorsville, Utah, depicted on the initial site plan for the Demised Premises (hereinafter defined) attached hereto as Exhibit "A" and by this reference made a part hereof (the "Site Plan") and described in the legal description attached hereto as Exhibit "A-1", the Land being a part of that certain retail center called Family Centers at Taylorsville (the "Shopping Center"). The current site plan for the Shopping Center, which excludes the cross-hatched portions shown thereon, is attached hereto as Exhibit "B" and by this reference made a part hereof (the "Shopping Center Site Plan"); TOGETHER WITH: (i) a non-exclusive easement for the purposes of pedestrian and vehicular access, ingress and egress upon, over, through and across the driveways, accessways and sidewalks located from time to time on the Shopping Center, including, without limitation, those certain access drives shown depicted on Exhibit "B" attached hereto and including the curb cuts to such accessways to West 5400 South Street, Family Center Drive and Redwood Road (the location of which shall not hereafter be materially altered or relocated without Tenant's prior written consent, which consent shall not be unreasonably withheld) (the "Material Accessways"), together with the right (but not the obligation) to maintain, repair and replace all of such driveways and accessways and sidewalks; (ii) a non-exclusive right to use all of the Common Areas (as hereinafter defined) located in the Shopping Center, which right shall also run in favor of Tenant's customers, employees, agents, suppliers and invitees; (iii) a non-exclusive easement, as shown on Exhibit "A" attached hereto, for the installation, operation, maintenance, repair and replacement of a free-standing monument sign; (iv) a non-exclusive temporary construction easement under, through and across the Common Areas to enable the construction of the

Improvements contemplated by the Lease; (v) a non-exclusive easement over and across the Shopping Center for the purposes of passing and discharging storm and surface waters thereon from the Land as it may be improved from time to time; (vi) any and all improvements located on the Land; and (vii) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips and gores relating to said Land (all the foregoing being hereinafter referred to as the "Demised Premises"). In addition to the foregoing, Landlord, and any Landlord affiliate, shall, at Tenant's cost and expense and upon instruction from Tenant, enter into reasonable agreements with utility suppliers for the benefit of Tenant creating easements in favor of such suppliers, including, without limitation, gas, electricity, telephone, water and sewer, as are required in order to service the buildings and improvements on the Land, subject, however, to the landowner's reasonable approval of the location of such utility lines.

2. Term. The term of the Lease commenced on April 14, 2014, and shall terminate on the last day of the month which is fifteen (15) Lease Years (as such term is defined in the Lease) after the Rental 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 five (5) consecutive periods of five (5) years each pursuant to the terms of the Lease. Notwithstanding the foregoing, the total term of the Lease shall in no event exceed four hundred eighty (480) consecutive full calendar months following the Rental Commencement Date.

3. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. 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 shall govern and control for all purposes.

4. 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.

5. No-Build Area; Restrictions. Landlord hereby agrees and covenants to Tenant that (i) no buildings or other structures will be constructed on the Shopping Center within the area shown as the "No Build Area" on Exhibit "B" attached hereto; (ii) the Material Accessways shall not be relocated without Tenant's prior written approval, which shall not be unreasonably withheld; and (iii) Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied any premises within three hundred (300) feet of the Demised Premises for the purpose of an amusement park, carnival, meeting hall, rendering plant, massage parlor (other than a licensed massage therapy location or a massage parlor operated by a regional or national operator such as Massage Envy or its franchisee), or for the sale or display of pornographic materials.

6. Covenant Not to Compete. Provided Tenant is open and operating a typical Chick-fil-A restaurant selling chicken items comprising forty-five percent (45%) or more of its menu items (excluding beverages, side dishes such as cole slaw, french fries and dessert items) and is not in default under the terms of this Lease beyond any applicable notice and cure period;

Landlord covenants and agrees that Landlord shall not sell or enter into a lease or consent to the use and occupancy of any other parcel now or hereafter located in that certain portion of the Shopping Center depicted on Exhibit "H" attached hereto as the "CFA Exclusive Use Area" by a purchaser, tenant, subtenant, assignee, licensee or concessionaire (collectively "Occupant") operating a fast food or quick-service restaurant with drive-thru selling or serving prepared chicken items as its Principal Menu Item (as hereinafter defined) ("Exclusive Use"). For purposes hereof, chicken items shall be the "Principal Menu Item" if twenty-five percent (25%) or more of the Occupant's gross sales are derived from the sale of chicken items (excluding beverages, side dishes such as cole slaw, french fries, and dessert items). Notwithstanding anything otherwise contained herein, Tenant acknowledges and agrees that the restrictions contained herein shall not be applicable to (i) Wendy's, McDonald's, Burger King, Arby's, Carl's Jr., or other fast food or quick-service restaurants selling primarily prepared beef food products, (ii) any occupant whose lease or operating agreement, as of the date of this Lease, does not prohibit such occupant from using its premises for the Exclusive Use, or (iii) any restaurant with a particular ethnic food as its primary emphasis, such as Chinese, Japanese, Mexican, Italian, Cajun or Indian. In the event Tenant fails to initially open for business in the Demised Premises or fails to operate its business in the Demised Premises following the Dark Period (as defined in the Lease) or defaults under the terms and conditions contained in this Lease beyond any applicable notice and cure period more than three (3) times during the term of this Lease, the Exclusive Use shall terminate as of the date Tenant ceases to operate its business in the Demised Premises in violation of the terms of this Lease or the date of the fourth (4th) default, whichever shall be the case, and thereafter the Exclusive Use shall be null, void and of no further effect. In the event of a violation of the Exclusive Use, Tenant may seek injunctive relief.

7. Tenant's Right of First Offer. (a) In the event Tenant is not then in default under this Lease, if during the term of this Lease Landlord determines that Landlord desires to offer the Demised Premises for sale to a proposed unaffiliated party or if Landlord receives an offer to purchase the Demised Premises from an unaffiliated third party that Landlord wishes to accept and the contemplated sale is a single isolated transaction and not part of a sale of the Shopping Center or combination of multiple outlots, Landlord shall offer Tenant the right to purchase the Demised Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase, including the price (the "Offering Amount"), payment terms, conditions of title, costs of escrow and other relevant terms offering to sell the Demised Premises to any such party. Tenant shall have thirty (30) days after receipt of such notice to exercise its right to purchase by providing written notice to Landlord. If Tenant exercises the right to purchase as herein provided, such purchase and sale shall be on the same conditions as the offer to sell, and the closing shall occur within sixty (60) days of Tenant's notification of its election to exercise the right to purchase. Further, the limited or special warranty deed delivered by Landlord to Tenant at closing shall set forth the easement and other rights of Tenant as provided in Sections 1, 28 and 29 herein. If Tenant does not elect to accept such offer or fails to provide notice within said thirty (30) day period, then Landlord may offer to sell the Demised Premises to a third party (or accept the third party's offer, as applicable) on the terms and conditions provided in Landlord's notice to Tenant (which may include, without limitation, the requirement for a ten percent (10%) non-refundable but applicable earnest money deposit) for a period of one hundred eighty (180) days after the last day of the aforesaid thirty (30) day period (the "Third Party Sale Period") except that the purchase price offered (or accepted) by the Landlord to a third party may

be less than the Offering Amount by an amount not more than ten percent (10%) of the Offering Amount. If no firm agreement in writing on said terms is executed by Landlord and a third party during the Third Party Sale Period, and if Landlord determines again that Landlord desires to offer the Demised Premises for sale, Landlord must then again comply with the terms hereof and Tenant shall again have the right of first offer contained herein, subject to the same terms and conditions hereof. Under no circumstances shall Landlord be liable or deemed to be in default of this Lease for any failure to offer the Demised Premises for sale to Tenant, nor shall Tenant in that event be entitled to injunctive relief.

(b) This section shall not apply in the event of a sale, transfer or assignment of Landlord's interest in the Demised Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering the Demised Premises or Landlord's fee interest therein and shall not apply in the event the Demised Premises is sold simultaneously with all of the Shopping Center to one entity (or group of related entities). Further, this section shall not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord, or to an affiliate of Landlord or an entity under common control with Landlord; provided, however, that the provisions of this section shall be binding upon such purchaser and such purchaser's heirs, successors and assigns.

8. Cancellation of Short Form Lease. 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 Salt Lake County, Utah.


[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

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

“Landlord”

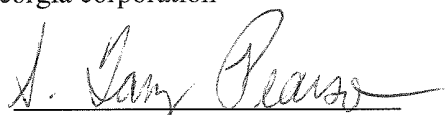
DDR FAMILY CENTERS LP,
a Delaware limited partnership

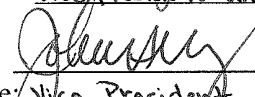
By DDR DownREIT LLC
Its General Partner
By DDR Corp.
Its Sole Member

By: 
Title: SVP of Peripheral Development

“Tenant”

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

By: 
Title: Vice President and Assistant General Counsel

By: 
Title: Vice President

(CORPORATE SEAL)

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kenneth L. Stern known to me to be the SVP- Peripheral Development of DDR Family Centers, LP, which executed the foregoing instrument, who acknowledged that he/she did sign and seal the foregoing instrument for and on behalf of said limited partnership being thereunto duly authorized, that the same is his/her free act and deed as such officer and the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 10TH day of April, 2014.



JAMIE R. SWAIN
Notary Public, State of Ohio
My Commission Expires
February 19, 2019
Recorded in Lake County, Ohio
(Volume 108; Page 204)

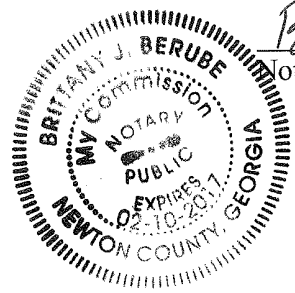
Jamie R Swain
Notary Public

STATE OF GEORGIA)
)
COUNTY OF FULTON)

SS:

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, S. TAMMY PEARSON, known to me to be the Asst. Gen Counsel & VP of Chick-fil-A, Inc., the corporation which executed the foregoing instrument, and John H. McKekey, known to me to be the Vice President of Chick-fil-A, Inc., who each acknowledged that they did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Georgia this 4th day of April, 2014.



Brittany J Berube
Notary Public

LANDLORD AFFILIATE / OWNER CONSENT:

Hermes Associates, Ltd., a Utah limited partnership, as the owner of portions of the Shopping Center and Common Areas referenced herein, if any, and as the case may be, hereby consents to the grant of easements and restrictions set forth in the Lease as evidenced by the recordation of this Short Form Lease.

HERMES ASSOCIATES, LTD., a Utah limited partnership

By DDR Family Centers LP,
Its General Partner

By DDR DownREIT LLC
Its General Partner

By DDR Corp.
Its Sole Member

By: *[Signature]*
Title: SVP- Peripheral Development

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kenneth L. Stern, known to me to be the SVP- Peripheral Development of DDR Corp., the sole member of DDR DownREIT LLC, the general partner of DDR Family Centers LP, the general partner of Hermes Associates, Ltd., which executed the foregoing instrument, who acknowledged that he/she did sign and seal the foregoing instrument for and on behalf of said limited partnership being thereunto duly authorized, that the same is his/her free act and deed as such officer and the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 10TH day of April, 2014.

Jamie R. Swain
Notary Public



JAMIE R. SWAIN
Notary Public, State of Ohio
My Commission Expires
February 19, 2019
Recorded in Lake County, Ohio
(Volume 108; Page 204)

EXHIBIT "A"

INITIAL SITE PLAN FOR THE DEMISED PREMISES

[see attached]



Crash Pad
5000 Burlington Rd.
Albany, Georgia
31706-4802

Revisions:

Mark Date By
△

Mark Date By
△

Mark Date By
△

Scale

C · R · H · O

ARCHITECTURAL & ENGINEERING
105 South 7th Street, 200
Tomball, Texas 77455
714 333-5354
FAX 714 333-1171

NOTE
MONUMENT SIGN
5590 SOUTH
REDWOOD RD.
TOMBALL, TX 77455

SHEET TITLE
SITE PLAN

REVISION: V8.4
ISSUE DATE: 10-2013

Job No. : 13-15-131

Store : 3348

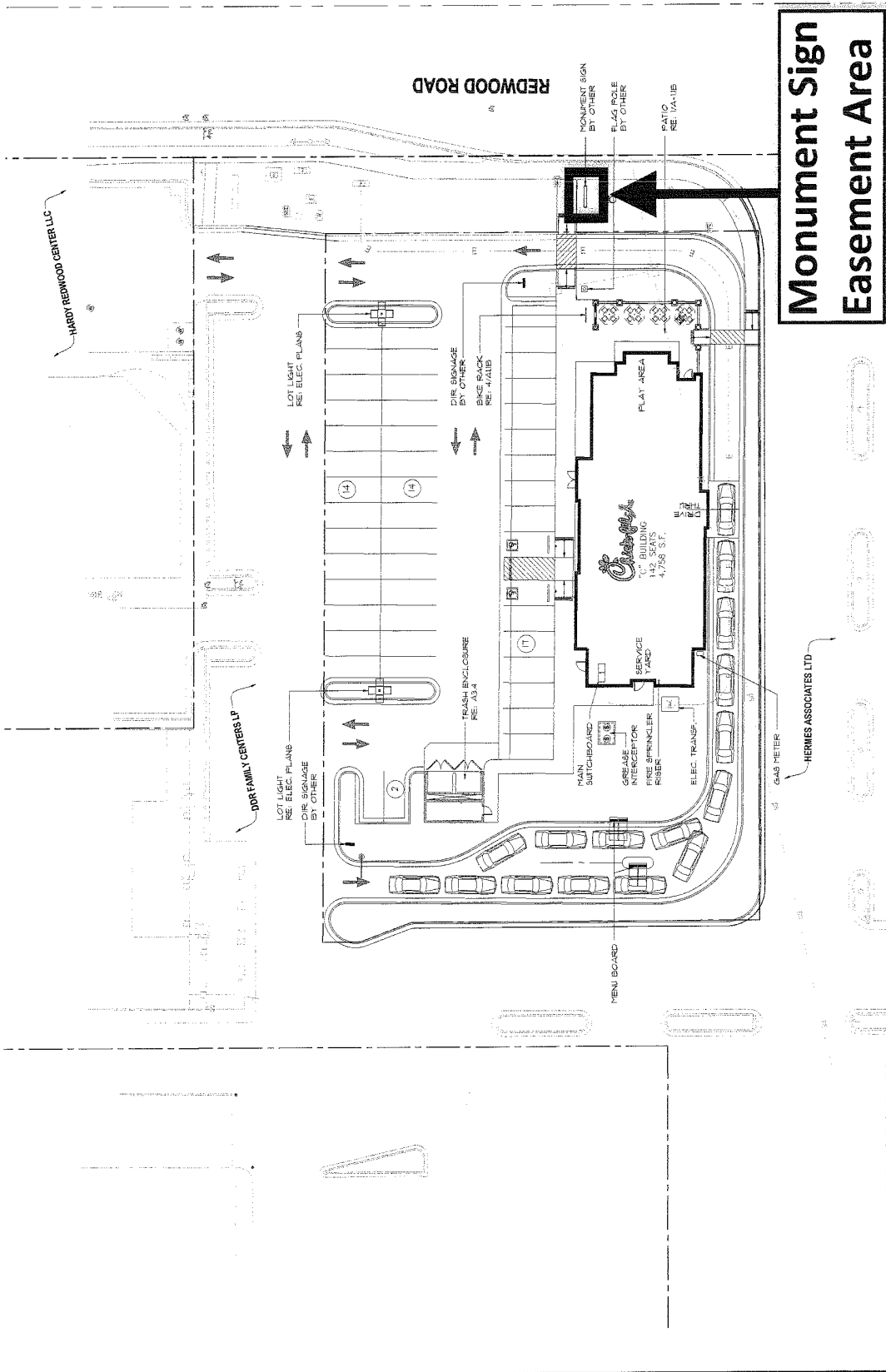
Date : 12/19/13

Drawn By : KN

Checked By : RL

Sheet

SP-1



Monument Sign Easement Area



1 SITE PLAN
1"-20'="0"

HERMES ASSOCIATES LTD

EXHIBIT "A-1"

LEGAL DESCRIPTION OF DEMISED PREMISES

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°02.55' EAST 821.26 FEET ALONG THE SECTION LINE AND PERPENDICULARLY SOUTH 89°57.05' WEST 79.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°07'57" EAST 154.35 FEET;

THENCE SOUTH 89°54'58" WEST 242.19 FEET;

THENCE NORTH 00°07'59" WEST 123.50 FEET;

THENCE NORTH 20°07'37" WEST 19.77 FEET;

THENCE NORTH 00°07'59" WEST 13.45 FEET;

THENCE SOUTH 89°48'55" EAST 248.96 FEET TO THE POINT OF BEGINNING.

Portions of the Following APN's 21-15-126-059-0000

‡ 21-15-126-061-0000

EXHIBIT "B"

SHOPPING CENTER SITE PLAN

[see attached]

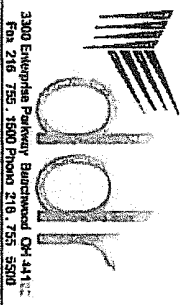
REVISION: 10/22/2013



THE FAMILY CENTER AT TAYLORSVILLE

S Redwood Rd & W 5600 S
TAYLORSVILLE, UT 84123

Latitude: 40.6477, Longitude: -111.9408



DISCLAIMER
THIS DRAWING IS FOR GENERAL INFORMATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PARTY AND ARE NOT WARRANTIES AS TO OWNERSHIP OF THE REAL PROPERTY HEREON, THE SIZE AND VOLUME OF THE REAL PROPERTY HEREON, OR THE SIZE AND VOLUME OF ANY IMPROVEMENTS WILL BE CONSTRUCTED OR THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.

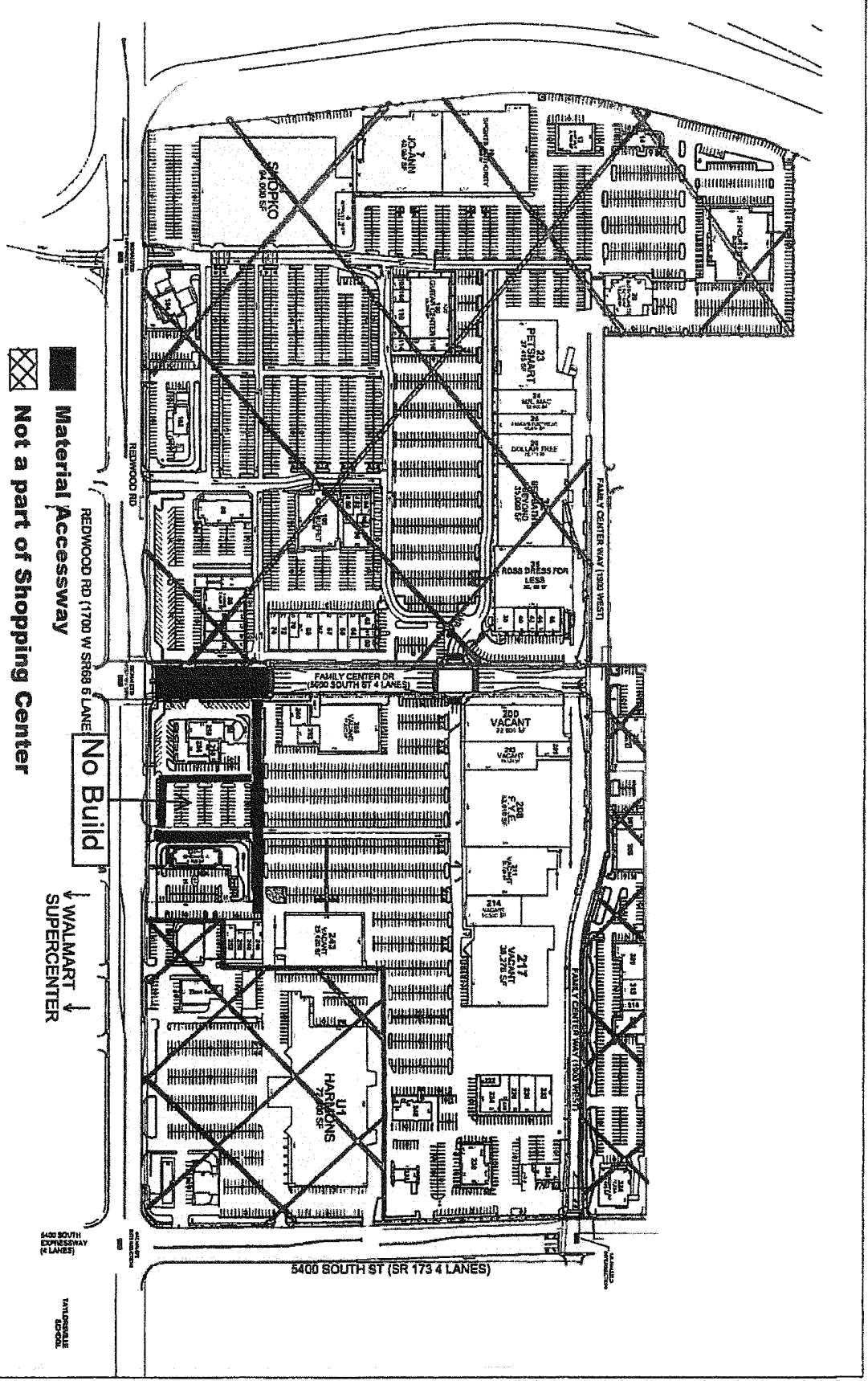
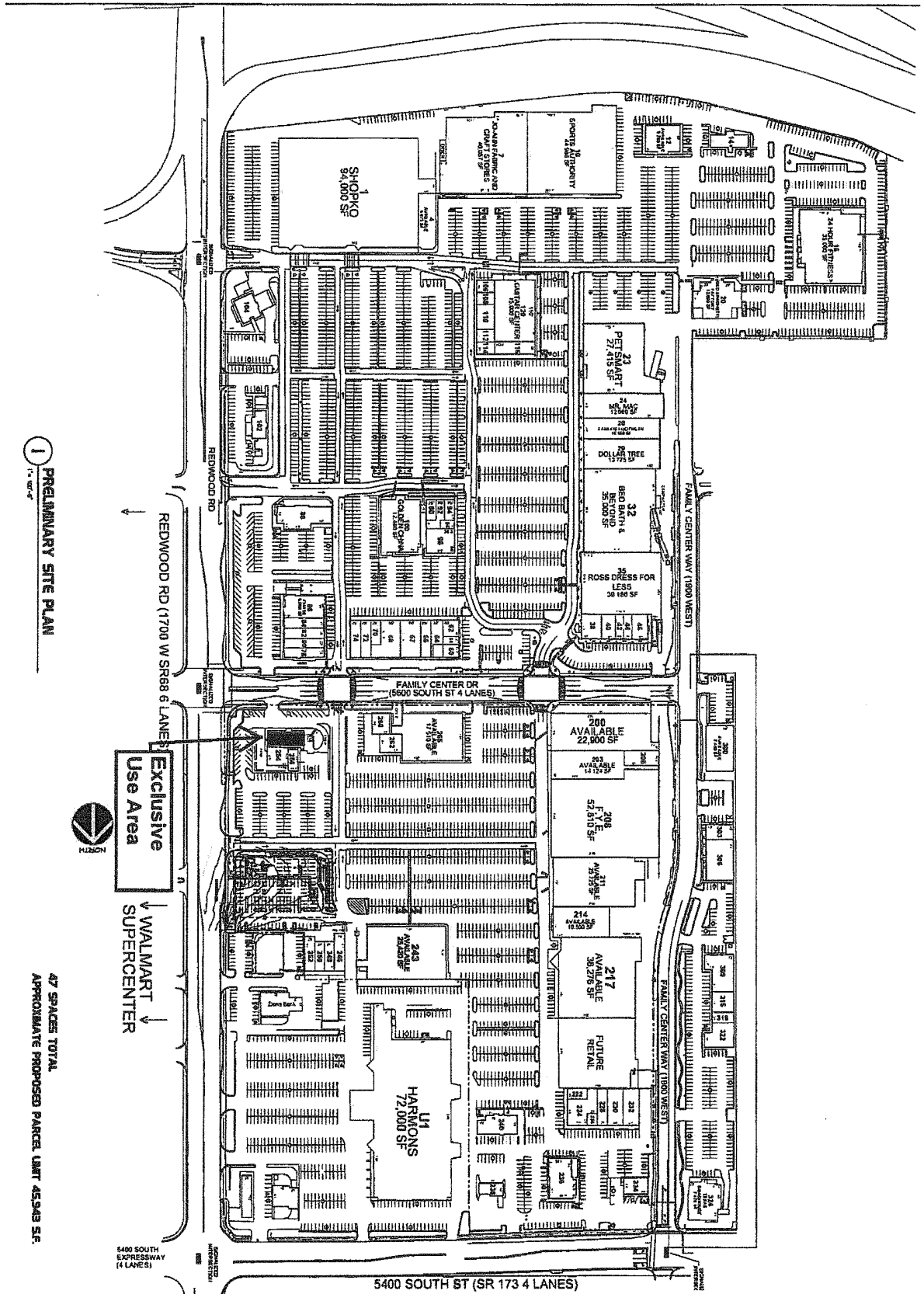


EXHIBIT "H"

CFA EXCLUSIVE USE AREA

[see attached]



1 PRELIMINARY SITE PLAN
1" = 100'-0"

47 SPACES TOTAL
APPROXIMATE PROPOSED PARCEL UNIT 45948 SF.

O-R-H-O
100 East W. Center Street
Tulsa, Oklahoma 74103
Tel: 918-438-1111
Fax: 918-438-1111

DATE: 10-20-11

PROJECT TITLE:
PRELIMINARY SITE PLAN

CLIENT:
MHC REDWOOD & 5400
5400
TAYLORVILLE, UT

DESIGNER:
MHC REDWOOD & 5400
5400
TAYLORVILLE, UT

SCALE:
1" = 100'-0"

ISSUE DATE: 10-20-11

DATE: 10-20-11

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

Cherry
5000 International Blvd.
Tulsa, Oklahoma 74116
918-438-5555

Prepared By: [Signature]

Mark Date By: [Signature]

Mark Date By: [Signature]

Mark Date By: [Signature]