

City, State: Aurora, IL
Address: 1023 N. Lake Street
LC: 12-0001
File #00410

Prepared by: Kevin Hyde
After recorded, return to: Kevin Hyde
McDonald's Corporation
U.S Legal Department #283
Property Management Team
110 N Carpenter St
Chicago IL 60607-2101

COVENANT FOR FUTURE RIGHT-OF-WAY DEDICATION

This Covenant For Future Right-Of-Way Dedication dated this 9th day of September, 2019 (the "Covenant") is entered into by and between McDONALD'S CORPORATION, a Delaware corporation and FRANCHISE REALTY INVESTMENT TRUST-IL, a real estate investment trust organized under the laws of the State of Maryland, as their interests may appear (collectively for purposes of this Covenant only, the "Owner"), and the CITY OF AURORA, an Illinois municipal corporation (the "City").

WHEREAS, Owner is the owner, or titled owner, of a certain parcel of real property commonly known as 1023 N. Lake Street, Aurora, IL, legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Owner, or a related entity, has applied with the City for various permits and approvals to rebuild a McDonald's restaurant that was destroyed by fire on the Property ("Permits") and has or will apply for a Certificate of Occupancy (the "COO"); and

WHEREAS, as a condition of the City's approval of the Permits and COO, the City is requiring Owner to agree, upon a future written request from the City, to dedicate 13' of frontage for future right of way as depicted in the ROW Taking Exhibit dated August 14, 2019 by Watermark Engineering attached hereto and incorporated herein as Exhibit B (the "Future ROW Parcel"), for the purpose of a proposed future expansion of Lyon Place (the "Future ROW Dedication");

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the City and the Owner as follows:

1. The foregoing recitals are restated and incorporated herein as evincing the intent of the parties.
2. All provisions of this Covenant, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.
3. The execution of this Covenant by Owner satisfies the condition by the City for issuance of the Permits and COO.

4. Upon written request from the City, Owner, and the City shall cooperate to complete such documents as are necessary to complete a dedication from Owner to the City of the Future ROW Parcel (the "Dedication") by Quit Claim Deed. Each party shall bear its own costs in preparing, negotiating, and recording necessary documents related to the Dedication. Upon receipt of the proposed conveyance and dedication documents from the City, the parties shall cooperate in good faith in completing the documents related to the Dedication consistent with the terms of this Agreement within thirty (30) days thereafter.
5. Prior to the Dedication, the Future ROW Parcel shall be considered part of the Property, and Owner may utilize the Future ROW Parcel for any purpose, subject to the terms of this Agreement. However, the Owner shall not allow any liens to be placed on the Future ROW Parcel, or otherwise encumber the Future ROW Parcel in any way prior to the Dedication. In the event that the Owner hereafter allows a lien or encumbrance with priority over this Covenant on the Future ROW Parcel prior to the Dedication, the City shall have the right to remove the lien or encumbrance, if the Owner fails to remove the lien or encumbrance within thirty(30) days of written notice to cure from the City, and charge the Owner for the cost of removing the lien or encumbrance by invoice to the Owner, which shall include, without limitation, the City's reasonable attorney's fees in having the lien or encumbrance removed.
6. Following the Dedication, Owner will have the right of vehicular and pedestrian ingress and egress and, if necessary for any future development, an easement for utilities, over, upon, across and under the Future ROW Parcel for any purpose that does not interfere with use of the Future ROW Parcel for roadway purposes, which right will also be appurtenant to any contiguous land that may hereafter come into common ownership or control with the Property. An area physically separate from the Property but having access to the Property by means of public ways or private easements, rights or licenses is deemed to be contiguous to the Property. Grantee shall phase any construction work in the Future ROW Parcel such that one lane of ingress and egress to and from Lyons Place will remain open at all times in order to ensure access to and from the Property.
7. This Covenant and any documents related to the Dedication shall be recorded by Grantee in the Office of the Recorder of Deeds, in Kane County, Illinois.
8. This Covenant may be executed in any number of counterparts each of which shall, for all purposes, be deemed an original, and all such counterparts shall together constitute one and the same instrument.
9. The City's Address is: City of Aurora, Law Department, The Elmslie Building, 1 S. Broadway, Aurora, Illinois 60507, and Owner's address is McDonald's Corporation, 110 N Carpenter St, Chicago IL 60607-2101, Attention: Director, U.S. Legal Department, L/C: 12-0001 with a copy to McDonald's USA, LLC - Chicago Field Office Development Team, 711 Jorie Boulevard, Third Floor, Oak Brook, IL 60523. Any party may lodge written notice of a change of address. All notices will

be sent by reputable overnight courier with written confirmation of delivery or by certified mail, return receipt requested, to the addresses provided for in this paragraph and will be deemed given when deposited with such overnight courier or when placed in the mail.

10. The rights granted to the City hereunder are not assignable and shall be used solely for the Future ROW Dedication.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
this 9th day of September, 2019.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS IMMEDIATELY.]**

FRANCHISE REALTY INVESTMENT TRUST-IL:

By: Kevin Hyde

Name: KEVIN HYDE

Its: SENIOR COUNSEL OF MCDONALD'S CORPORATION, AUTHORIZED SIGNATORY FOR FRANCHISE REALTY INVESTMENT TRUST-IL
Date: 9-9-2019

Attest:

By: Stephanie S. Hipp

Name: STEPHANIE S. HIPPI

Its: SENIOR COUNSEL

Date: 9-9-2019

MCDONALD'S CORPORATION:

By: Kevin Hyde

Name: KEVIN HYDE

Its: SENIOR COUNSEL

Date: 9-9-2019

Attest:

By: Stephanie S. Hipp

Name: STEPHANIE S. HIPPI

Its: SENIOR COUNSEL

Date: 9-9-2019

CITY OF AURORA:

By: _____

Name: _____

Its: _____

Date: _____

Attest:

By: _____

Name: _____

Its: _____

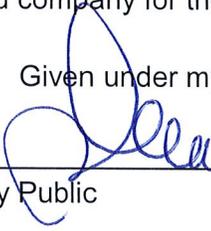
Date: _____

ACKNOWLEDGMENT – McDONALD'S CORPORATION

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Patricia Hensler, a Notary Public in and for the county and state aforesaid; DO HEREBY CERTIFY that Kevin Hyde, as Senior Counsel of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of SEPTEMBER, 2019.



Notary Public

My commission expires: 7.28.20

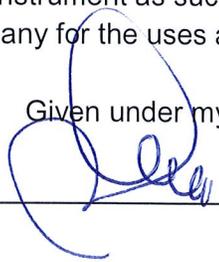


ACKNOWLEDGMENT – FRANCHISE REALTY INVESTMENT TRUST-IL

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, PATRICIA HENSLE, a Notary Public in and for the county and state aforesaid; DO HEREBY CERTIFY that Kevin Hyde, as Senior Counsel of McDonald’s Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of as such as authorized party on behalf of FRANCHISE REALTY INVESTMENT TRUST-IL, a real estate investment trust organized under the laws of the State of Maryland, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9th day of SEPTEMBER, 2019.



My commission expires: 7.28.20



ACKNOWLEDGMENT – CITY OF AURORA

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

I, _____, a Notary Public in and for the county and state aforesaid; DO HEREBY CERTIFY that _____, as _____ of the City of Aurora, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2019.

Notary Public

My commission expires: _____

Exhibit A

Legal Description

That part of the Northwest Quarter of Section 15, Township 38 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the northwest corner of the Northwest Quarter of said Section 15; thence south along the west line of said Northwest Quarter 1540.50 feet; thence South 88°57'28" East along the southerly line of the former William A. Tanner Estate 1431.0 feet to the center line of the original Aurora and Batavia Road; thence North 18°29'00" West along said original center line 346.54 feet (this point hereinafter referred to as "Point A"); thence continuing North 18°29'00" West along said original center line 194.0 feet to the southwest corner of a tract of land conveyed to Floyd and Thelma E. Greenman by Warranty Deed recorded as Document 630684; thence South 88°55'00" East along the south line of said Greenman tract 47.51 feet to the present easterly right of way line of Illinois State Route No. 31 (being 40.0 feet normally distant easterly from the present center line of said Route) for a point of beginning; thence continuing South 88°55'00" East along the south line of said Greenman tract 595.94 feet to the westerly line of the right of way of the Chicago and Northwestern Transportation Company (being 33.0 feet normally distant westerly from the center line of said right of way); thence South 17°31'00" East along said right of way line 106.82 feet (being to the location of a former limestone monument, now obliterated); thence North 88°54'00" West 276.48 feet; thence South 15°30'39" East 85.30 feet to a point that is 360.42 feet South 88°54'00" East of said "Point A"; thence North 88°54'00" West 313.50 feet to the present easterly right of way line of said Illinois State Route No. 31; thence North 18°19'00" West along said easterly right of way line 193.82 feet to the point of beginning in the City of Aurora, Kane County, Illinois, and containing 1.974 acres more or less,

TOGETHER WITH THE FOLLOWING DESCRIBED PREMISES:

The westerly 250.0 feet (measured along the north line and south line) of that part of the Northwest Quarter of Section 15, Township 38 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the northwest corner of said Section 15; thence south along the west line of said Section 1540.50 feet to the south line of William A. Tanner Estate; thence South 88°57'28" East (South 89°15' East, deed) along said south line to the center line of the Aurora and Batavia Road; thence continuing South 88°57'28" East 633.68 feet to the westerly line of the right of way of the Chicago and Northwestern Railway Company; thence North 17°31' west along said westerly line 536.92 feet for a point of beginning; thence continuing North 17°31' West along said westerly line 106.83 feet; thence North 88°56' West 597.46 feet to a line drawn parallel with and 40.0 feet easterly of the center line (measured at right angles thereto) of Federal Aid Route No. 23; thence South 18°19' East along said parallel line 107.16 feet to a line drawn North 88°55' West from the point of beginning; thence South 88°55' East 595.94 feet to the point of beginning, in Aurora Township, Kane County, Illinois and containing 25,279 square feet, as shown by the plat hereon drawn which is a correct representation of said survey. All distances are shown in feet and decimal parts thereof.

Exhibit B

Future Right-of-Way Depiction

