

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.  
200 Wilmot Road, Dept. #2252  
Deerfield, Illinois 60015  
Attn. Kristine Iida

This Instrument Prepared by:  
David L. Grobart  
1141 Lake Cook Road, Suite 1  
Deerfield, Illinois 60015



DREAM 784A376 6076

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 8th day of June, 2001, between GNI OF HOFFMAN ESTATES, LLC, an Illinois limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant;"

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Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term commencing February 1, 2002, and continuing to and including January 31, 2077, as such dates shall be adjusted pursuant to Article 3 of that certain Lease bearing even date herewith (the "Lease"), and subject to prior termination as therein provided, in the premises located in the City of Hoffman Estates, County of Cook, State of Illinois, to include not less than approximately 141 feet of frontage facing Algonquin Road and not less than 110 feet of depth, being a rectangular area containing 15,510 square feet on the first floor, in and as a part of the one-story building (the "Building") at the premises, and together with all improvements, appurtenances, easements and privileges belonging thereto (the portion of the Building leased to Tenant hereunder hereinafter called the "Leased Premises"), all as shown on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan"), as part of the Shopping Center at the northwest corner of Versailles Road and Algonquin Road, and all as legally described in Exhibit "B" hereto attached and made a part hereof and hereinafter referred to as the "Shopping Center." The term "Adjacent Parcels," as used herein, shall mean those three parcels legally described on Exhibit "B-1" and the buildings and improvements thereon.

Provisions for additional rent and the other terms, covenants and conditions of said letting, including the options on the part of Tenant for prior termination, are set forth at length in the Lease, and all of said provisions, terms, covenants and conditions are, by reference hereto, hereby incorporated in and made a part of this Memorandum of Lease.

The Lease, among other things, contains the following provisions:

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## PARKING

7. (a) (i) Landlord covenants that at all times during the continuance of this Lease, Landlord shall maintain, repair, adequately light when necessary during Tenant's business hours and for sixty (60) minutes thereafter, clean, promptly remove snow and ice from, supervise and keep available the parking areas of the Shopping Center as shown on the Site Plan (the "Parking Areas"), which Parking Areas shall provide for the parking of at least the number of automobiles shown on the Site Plan, and also the service and receiving areas, sidewalks, curbs, roadways and other facilities appurtenant thereto at the Shopping Center as shown on the Site Plan. Said Parking Areas shall be for the free and exclusive use of customers, invitees and employees of Tenant and other occupants of said Shopping Center and Adjacent Parcels (in accordance with and subject to the Declaration described below).

(ii) There shall be no changes in the grade elevations in the Parking Areas which exceed five percent (5%), and such Parking Areas shall be suitably paved and drained. There shall be no steps or ramps (except to accommodate the handicapped) in the sidewalks within the Shopping Center except as shown on the Site Plan. The Building within the Shopping Center is and shall remain one story in height. No buildings or other structures shall be erected within the Shopping Center except as indicated on the Site Plan. No alterations or additions shall be made to the Parking Areas and no additional areas added to the Building nor shall additional stories be added to any building in the Shopping Center without obtaining Tenant's express written consent, which consent may be granted or denied in Tenant's reasonable discretion (taking into account whether such change or alteration would have a material adverse affect on the Leased Premises, the Parking Areas, the visibility of the Leased Premises, access, available parking, or on Tenant's business at the Leased Premises). The Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits of the Shopping Center shall be of such size and at such locations as are shown on the Site Plan. Automobile traffic aisles in the Parking Areas shall run in directions shown on the Site Plan.

(iii) If Landlord shall be in default after notice and expiration of the applicable thirty (30) day cure period, of the provisions of Article 7(a)(ii) above which require Landlord to obtain Tenant's consent with respect to a change or alteration that Landlord elects to make to the Parking Areas or building areas of the Shopping Center, Tenant shall have, in addition to any other remedies available to it under this Lease, including the right to injunctive or other equitable relief, the right to terminate this Lease by giving notice thereof to Landlord. Tenant's rights under this subsection (iii) shall not be applicable unless the change or alteration by Landlord shall be made or pursued solely as the election of Landlord (as opposed to such required changes or alterations as a result of a taking, condemnation, governmental requirement, or any obligation of Landlord under the Permitted Exceptions [defined in Article 19 of that certain Lease]). Tenant shall not have the right to exercise its rights hereunder if Landlord shall be in

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good faith pursuing the cure of such default and diligently proceeds therewith to completion.

(d) The Shopping Center is subject to that certain Declaration of Easements, Covenants, Conditions and Restrictions and a First and Second Amendment thereto, as described as a part of Exhibit "E" of that certain Lease and hereinafter collectively called the "Declaration." The Declaration provides for, among other things, certain ingress and regress rights between the common areas of the Shopping Center and Adjacent Parcels. Landlord covenants that Landlord will enforce all rights, covenants and agreements granted to Landlord and Tenant pursuant to said Declaration. Without limiting the generality of the foregoing, Landlord further covenants that Landlord will enforce all covenants contained in said Declaration which provide that no barriers or obstructions shall be erected to close off or obstruct the easements granted between the Shopping Center, the Adjacent Parcels and the adjacent streets and roads. If Tenant shall prevail in such enforcement, Landlord shall pay Tenant's costs (including, but not limited to, attorneys' fees) incurred in connection therewith, but only if Landlord has first failed or refused to enforce the provisions of the Declaration following Tenant's written demand to Landlord therefore. Landlord covenants that Landlord will at all times during the Term of this Lease including any extensions or renewals thereof, comply with the terms and provisions of said Declaration. Tenant acknowledges and agrees to be bound by the terms of the Declaration and that this Lease and all provisions and terms hereof are subject to the terms and provisions of the Declaration. To the extent Tenant shall be required to enforce the Declaration on Landlord's behalf due to Landlord's failure or refusal to do so after notice as provided above in this Section (d), then and in such event Landlord shall be deemed to have assigned to Tenant, Landlord's rights under the Declaration to enforce the same. Landlord shall not enter into any agreement modifying or terminating said Declaration, and Landlord shall not grant any request for consent or approval which Landlord has the right to withhold under the Declaration, without first obtaining Tenant's express written consent thereto; any such purported modification, termination, consent or approval by Landlord without Tenant's express written consent shall be of no effect whatsoever. Tenant shall have no obligation to take possession of the Leased Premises until Landlord evidences to Tenant's reasonable satisfaction as a part of and in accordance with the requirements and provisions of Article 19 of that certain Lease, that the Declaration is prior to the lien of any mortgagee or trustee on all or any portion of the Shopping Center and the Adjacent Parcel owned by the Vranas Group, L.P. (the Center Owner under the Declaration), and that the same is in full force and effect.

### EXCLUSIVES

8. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center nor any additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the

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Shopping Center, will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind (provided that a medical, dental, physician, surgical or chiropractic office[s], which provides sample doses of prescriptions to a patient free of charge in connection with an office visit, shall not be prohibited); (ii) the operation of a medical diagnostic lab and/or the provision of treatment (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and/or beauty aids and/or drug sundries (except as an incidental use [not to exceed 100 square feet of floor area for the sale and display of such items]); (iv) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale (except as an incidental use [not to exceed 100 square feet of floor area for the sale and display of such items]); and/or (vi) the operation of a business in which prepackaged food items for off premises consumption are offered for sale (except for restaurant use [to the extent permitted by Section (b) below], and except for a bagel shop, bakery, coffee shop [such as Starbucks, Caribou Coffee, and the like], ice cream or frozen yogurt shops, delicatessen, or a butcher). In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution. For purposes hereof "contiguous" shall mean property that is either adjoining the Shopping Center or separated from the Shopping Center only by a public or private street, alley or right-of-way. Landlord shall not be deemed in default of this Section (a), if at the time Landlord acquires such contiguous property, an occupant thereof is then operating or then has the right to operate in a manner which would otherwise be in violation of this Section (a), and thereafter such occupant operates in a manner which would otherwise be a violation of this Section (a).

Notwithstanding the provisions of Section (a) above and the provisions of Section (b) below, the existing tenants of the Shopping Center (as evidenced by a written lease dated and entered into by Landlord and such tenant prior to the date of this Lease), under the provisions of their respective leases, are not restricted from operating in violation of the provisions of Section (a) above and/or the provisions of Section (b) below, such existing tenants of the Shopping Center hereinafter called the "Unrestricted Lessees." During the continuance of the Unrestricted Lessees' leases (including options to extend those leases as presently set forth therein), such Unrestricted Lessees' use of their premises in violation of the provisions of Sections (a) and/or (b) of this Article shall not be deemed a default of this Lease by Landlord. Landlord shall however take such measures and action as are lawful and available to Landlord under each Unrestricted Lessees' lease so as to restrict or prohibit each Unrestricted Lessee from operating or assigning or subletting to a use in violation of the





provisions of Sections (a) and/or (b) of this Article. Landlord shall not amend the Unrestricted Lessees leases so as to expand such lessees' use or assignment or sublet rights under its lease.

If after Tenant's initial opening, any one or more of the goods and/or services for which Tenant has been granted an exclusive under Section (a) above shall be discontinued or no longer sold or offered at the Leased Premises for a continuous period of one (1) year or more (except if due to fire, casualty, governmental restrictions, loss of licenses or permits, war, labor strife, strikes, inability to obtain materials or labor, any cause the fault of Landlord, riot or other causes beyond the control of the occupant of the Leased Premises), then after such one (1) year period the exclusive(s) pertaining to the good(s) and/or services(s) discontinued or no longer sold or offered at the Leased Premises shall terminate. The exclusive(s) so terminated under this paragraph shall be deemed reinstated upon the recommencement of the sale or offering of the good(s) and/or service(s) at the Leased Premises (subject to the rights of other tenants whose leases were entered into, and the rights of other users whose use commenced, during the period that the exclusive(s) had been terminated).

(b) Landlord shall not permit or suffer any other occupant of the Shopping Center to use any premises or any portion thereof for purposes of a cocktail lounge or bar (except incidental to a restaurant), disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility (except incidental to an otherwise permitted use, and except for such facilities from time to time customarily found in retail shopping centers such as [without limitation] Sylvan and other learning centers, weight loss centers, and the like), blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks in violation of Environmental Laws and except for those materials customarily handled by retail stores, any office use (except incidental to a retail or other permitted use and except for office uses customarily found from time to time in retail shopping centers such as [without limitation] insurance offices, real estate offices, travel agents or airline ticketing offices, medical, dental, surgical, chiropractic, or treatment offices, banking or financial institutions, brokerage offices, and the like), or any use which creates a nuisance.

Restaurant uses at the Shopping Center shall be restricted as follows: (1) restaurants catering to primarily take out service with no seating or limited seating capacity (such as, by way of example and not limitation, Chinese carry out shops, pizza carry out shops, sandwich shops such as Subway, and like restaurant uses), shall not be restricted; (2) restaurants that shall be in excess of 5,000 square feet of floor area at

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the Shopping Center shall not be allowed; and (3) any restaurant that is less than 5,000 square feet of floor area and that is intended as a so called sit down restaurant (as opposed to the type of restaurant under subsection [1] of this paragraph), shall be located only in the building area of the Shopping Center cross hatched on the Site Plan and any entrance door for such restaurant shall be located on the side of such restaurant premises facing the Parking Area that is away from the entrance door to the Leased Premises.

(c) Landlord and Tenant covenant and agree that in the event of a violation or threat thereof of any of the use provisions of Sections (a) and/or (b) of Article 8 above, Tenant shall suffer irreparable harm and Tenant shall have no adequate remedy at law. As a result, Landlord and Tenant further covenant and agree that in the event of a violation or threat thereof of any of the use provisions of Sections (a) and/or (b) of Article 8 above, Tenant, in addition to all remedies available to Tenant at law and/or under this Lease, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections (a) and/or (b) of Article 8 above.

(d) Landlord covenants and agrees that all other leases, subleases or other instruments enabling occupancy or operations in the Shopping Center entered into after the date of mutual execution of this Lease, expressly provide that any exclusive use restrictions that may be contained in such leases, subleases or other instruments shall not apply to the Leased Premises. In the event that any action, claim or suit is brought by any party (including without limitation any other tenant of the Shopping Center) against Tenant alleging that Tenant's operations in the Leased Premises are in violation of any use restriction contained in any instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. No encumbrance, lien or restriction recorded against or otherwise imposed upon the Leased Premises shall be binding upon or otherwise enforceable against Tenant or its successors and assigns unless Tenant has expressly and in writing, consented to said recordation or imposition; any such purported encumbrance, lien or restriction to which Tenant has not consented shall be void. The foregoing restriction against the imposition or recordation of any other liens, encumbrances or restrictions shall be deemed a covenant running with the land in addition to any contractual obligation of the Landlord.

This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

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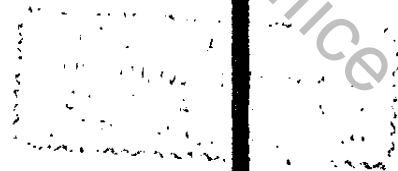
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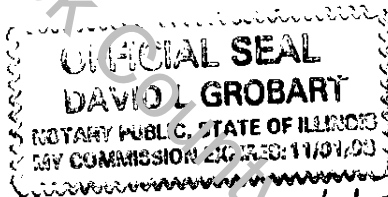
STATE OF ILLINOIS )  
                  LAKE ) SS  
COUNTY OF ~~COOK~~ )

This 8th day of June, 2001, personally came before me George Ralph, who, being by me duly sworn, says that he is Member of GNI OF HOFFMAN ESTATES, LLC, an Illinois limited liability company, and that said writing was signed and sealed by him on behalf of said company by its authority duly given, and the said Member acknowledged the said writing to be his free and voluntary act and the free and voluntary act and deed of said company.

(Seal)

*George Ralph*  
(Notary Signature)

(My commission expires 11/1/03)



11/1/03  
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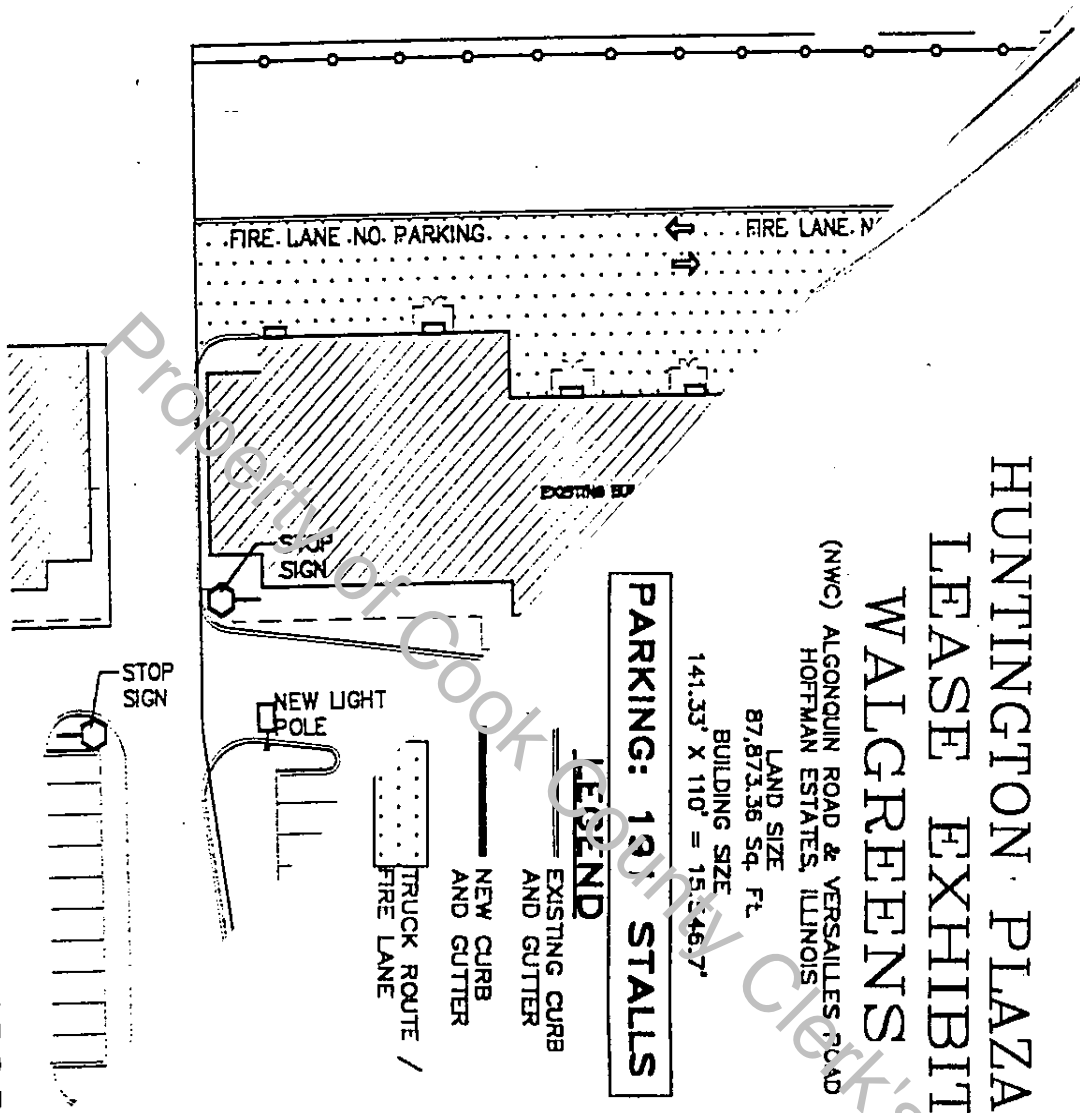
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11/19/2024



HUNTINGTON PLAZA I



PARKING: 19 STALLS

141.33' X 110' = 15,546.7'

LEGEND

- EXISTING CURB AND GUTTER
- NEW CURB AND GUTTER
- ..... TRUCK ROUTE / FIRE LANE

(NWC) ALGONQUIN ROAD & VERSAILLES ROAD  
HOFFMAN ESTATES, ILLINOIS

LAND SIZE  
87,873.36 Sq. Ft.

WALGREENS

HUNTINGTON PLAZA II  
LEASE EXHIBIT

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EXHIBIT "B"

LEGAL DESCRIPTION OF SHOPPING CENTER

LOT 4 IN HUNTINGTON PLAZA, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 24, 1987 AS DOCUMENT 87407887, IN COOK COUNTY, ILLINOIS.

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11/24/2022

EXHIBIT B-1

LEGAL DESCRIPTION ADJACENT PARCELS

LOTS 1, 2 and 3 IN HUNTINGTON PLAZA, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 24, 1987 AS DOCUMENT 87407887, IN COOK COUNTY, ILLINOIS.

02-30-100-013

02-30-100-014

02-30-100-015

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7/25/2017