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AMENDED AND RESTATED LEASE



0021096229

This Amended and Restated Lease dated as of this 11th day of April, 2001, by and between BSG 95th & JEFFERY, L. L. C., an Illinois limited liability company ("Landlord"), and WALGREEN CO., an Illinois corporation ("Tenant").

0021096229

2174/8017 54 001 Page 1 of 5
2002-10-07 08:54:00
Cook County Recorder 32.50

WHEREAS, by lease dated February 8, 1957, as supplemented by Indenture dated September 11, 1957, as modified by agreement dated April 19, 1960, as extended by notices of extension of lease dated May 3, 1967 and June 7, 1972, and as extended and modified by agreements dated March 3, 1978, August 11, 1980 and July 12, 1985, and by letter agreements dated December 4, 1987, April 17, 1992 and December 10, 1993 (collectively, the "Existing Lease"), Cosmopolitan National Bank of Chicago, a national banking association, as Trustee under Trust No. 5788 (to all right, title and interest of which Landlord has heretofore succeeded), leased to Tenant those certain premises as described in the Existing Lease, commonly known as 9511 Jeffery, in the City of Chicago, County of Cook, State of Illinois (the "Existing Premises") in the shopping center known as Jeffery Center (the "Shopping Center"), which shopping center is legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Tenant intends to relocate within the Shopping Center from the Existing Premises into a new freestanding one story building (the "Building") to include not less than 112 feet of frontage facing South Jeffery Avenue and not less than 135 feet of depth, being a area containing approximately 15,120 square feet on the first floor, to be constructed by Landlord in the location within the Shopping Center shown on the site plan attached hereto as Exhibit "B" and made a part hereof (the "Site Plan"); and

WHEREAS, the parties do hereby desire without termination of the Existing Lease to amend, modify, extend and restate certain of the terms, covenants and conditions of the Existing Lease, as hereinafter set forth in this Amended and Restated Lease, so that effective as of the Commencement Date of this Amended and Restated Lease, Tenant's occupancy within the Shopping Center shall be governed by only the provisions hereinafter set forth and Article 9 of the Existing Lease as modified herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree that the Existing Lease shall be and hereby is amended, modified, extended and restated all as hereinafter provided:

AMENDED LEASE: NEW LEASED PREMISES: DEFINITIONS

1. (a) Except for Article 9 of the Existing Lease, as amended and restated in Article 8 herein, effective on the "Commencement Date" (as defined in Article 6 hereof), all Articles of the Existing Lease shall be and hereby are deleted in their entirety and the provisions set forth in this Agreement shall be substituted in lieu thereof; provided, however, that Landlord and Tenant hereby acknowledge and agree that the exclusive use restrictions contained in Article 9 of the Existing Lease and as restated and amended in Article 8 hereof, shall be deemed to continue without interruption and relate back to the original granting thereof pursuant to the Existing Lease. In furtherance thereof, any person or entity acquiring any interest in the Leased Premises after the date of the Existing Lease (e.g., February 8, 1957) shall be in all respects bound by the exclusive use restrictions contained in Article 9 of the Existing Lease and as restated and amended in Article 8 herein. Rent under the Existing Lease shall continue until the Commencement Date.

ZEB McLAURIN
205 W. Randolph
#1801
Chicago IL 60606

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Landlord have been completed and satisfied (including but not limited to Landlord's obligations under Article 19 hereof).

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 as shown on Exhibit "B" (the "Parking Areas") which Parking Areas shall provide for at least as many parking spaces as are shown on the Site Plan, and also adequate service and receiving areas, sidewalks, curbs, roadways and other facilities appurtenant thereto. 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.

(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 Exhibit "B." No buildings or other structures shall be erected within the Shopping Center except as indicated on Exhibit "B;" 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 sole discretion. Parking Areas shall have automobile entrances and exits from and to adjacent streets and roads, which said entrances and exits shall be of such size and at such locations as are shown on Exhibit "B." Automobile traffic aisles in the Parking Areas shall run in directions shown on Exhibit "B."

(iii) If Landlord shall be in default after notice of any of the provisions of Section (a) (ii) above, 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 either (a) terminate this Lease by giving notice thereof to Landlord or, (b) pay as rent, (in lieu of that provided in Sections [a] and [b] of Article 2 of this Lease) an amount equal to one-half of the fixed minimum monthly rent set forth in Section (a) and further shall not be obligated to pay any other rents or any other charges otherwise required to be paid under this Lease. Tenant shall recommence paying rents and other charges under this Lease as of the date that all of such defaults have been fully cured but Tenant shall not be obligated to pay any amounts which would have been payable during the period of Landlord's default.

(b) Tenant shall, from time to time during the Term of this Lease, pay to Landlord a pro rata share of the reasonable cost of maintaining, repairing, landscaping, lighting and cleaning the above mentioned parking and other facilities and the cost of security personnel to the extent that such personnel are necessary and are used at the Shopping Center. Tenant's pro rata share shall not include (by way of illustration and not by way of limitation) any costs incurred in connection or related to (i) the original construction of the Shopping Center or any expansion thereof, (ii) interest on payments related to any financing for the Shopping Center, (iii) the cost of correcting defects in or an inadequacy of the initial design or construction of the Shopping Center, the repair or replacement of any of the original materials or equipment required as a result of such defect or inadequacy, (iv) reserves for anticipated future expenses, (v) the replacement of the Parking Areas or any portion thereof, (vi) the repair and/or replacement of the roof, (vii) repairs and/or replacements to the exterior and structural portions of the buildings including attached canopies in the Shopping Center, (viii) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with the development, leasing and re-leasing of the Shopping Center, (ix) any item for which Landlord is reimbursed by insurance or otherwise compensated, (x) any bad debt loss, rent loss or reserves for bad debt or rent

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s. (x) the cost (or any depreciation or amortization thereof) of any alteration, addition or change, replacement, improvement, repair, fixture and equipment and any other item which, under generally accepted accounting principles uniformly applied as pertaining to the real estate industry, are properly classified as a capital expense, (xi) any interest or penalties incurred as a result of Landlord's failing to pay a bill as the same shall become due, (xii) the cost of renting or leasing any item if the purchase price would not properly be included as a reimbursable expense hereunder, (xiii) the cost of removing or remediating any Hazardous Substance, (xiv) any and all costs associated with the operation of Landlord's entity as opposed to the cost of maintaining the Shopping Center, including, but not limited to, management and/or administrative fees, (xv) any expenses due to the fault or negligence of Landlord and/or any other occupant of the Shopping Center; and (xvi) any items which are the obligation of Landlord under Articles 5, 11 and 18. Tenant's share shall be paid when billed by Landlord but not more often than once each calendar quarter; all of such bills shall contain a detailed itemized description of the services performed for which reimbursement is sought. As a prerequisite to Tenant's payment obligations, bills shall be submitted for payment in accordance with the requirements of Article 24 hereof to the Fixed Assets Department of Tenant at 300 Wilmot Road, Deerfield, Illinois 60015 or as otherwise directed by Tenant. Tenant's share shall be in the same proportion to the total cost as the square foot floor area of the Building is to the square foot floor area of all the buildings in the Shopping Center.

(c) In the event that Tenant remains open for business during hours or days that all or some of the other occupants of the Shopping Center are not also open for business, Landlord shall nonetheless provide all of the services described in Section (a) above during such hours and days, including, but not limited to, the illumination of the Parking Areas, but neither the amount charged Tenant for such services shall be increased nor the method for determining Tenant's share of such charges shall be modified from that as redescrbed.

EXCLUSIVES

8. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center or any additional property which Landlord 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 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; (ii) the operation of a medical diagnostic lab or the provision of treatment services (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 operation of a business in which photofinishing services or photographic film are offered for sale, except where the sale of photographic film is an incidental part of such business which incidental sale may not exceed ten (10%) of sales area; (iv) the operation of a business in which greeting cards or gift wrap are offered for sale, except where the sale thereof is an incidental part of such business which incidental sale may not exceed ten (10%) of sales area; and (v) the operation of a business in which prepackaged food items for off premises consumption are offered for sale, except where the sale thereof is an incidental part of such business which incidental sale may not exceed up to ten (10%) of sales area (provided that the sale of food items prepared on the premises for off-premises consumption by a "quick service" restaurant [e.g., McDonald's, Burger King, Kentucky Fried Chicken, Taco Bell, Subway, and the like] or an "accommodation" food user [e.g., Starbucks, Cinnabons, Dunkin' Donuts, Mrs. Fields', a yogurt shop, and the like] shall not be prohibited by this subparagraph (v)). 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.

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251	2P01	0807	0022	B71	390T1	393		
AREA	NO	BLOCK	PANCL	CODE	WARRANT	ITEM	NO	TYPE

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME 287

AREA SUB-AREA BLOCK PANCL TAX CODE
25-12-201-80 7002

VAN VLISINGEN HTS 12 37 14 L1 TO
SUB PRT NW 1/2 & PRT NE 1/4
1/2 VAC ST W6ADJ6 SOD OUT & 1/2 L1 TO
VAC ALLEY S6ADJ & SOD OUT 1))
1/2 VAC ALLEY S6ADJ L2 TO 4)

AREA	SUB-AREA	BLOCK	PANCL	CODE	WARRANT	ITEM	NO	TYPE
0000	0000	0000	0000	0000	0000	0000	0000	0000
22	22	22	22	22	22	22	22	22
33	33	33	33	33	33	33	33	33
44	44	44	44	44	44	44	44	44
55	55	55	55	55	55	55	55	55
66	66	66	66	66	66	66	66	66
77	77	77	77	77	77	77	77	77
88	88	88	88	88	88	88	88	88
99	99	99	99	99	99	99	99	99

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Chicago IL



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