

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.  
200 Wilmot Road, Dept. #2252  
Deerfield, Illinois 60015  
Attn: Ken White

0030411277

6088/0135 20 001 Page 1 of 9  
2003-03-27 08:13:57  
Cook County Recorder 74.00

This Instrument Prepared by:  
Yvette Flores  
200 Wilmot Road, Deerfield, Illinois 60015



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8058222 LMT 01

MEMORANDUM OF LEASE

By this Memorandum of Lease, made the 24<sup>th</sup> day of April,

<sup>2000</sup>~~1999~~, between AREA WIDE 71<sup>ST</sup> & PULASKI, INC., an Illinois corporation, hereinafter

called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called

"Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing February 1, 2001 and continuing to and including January 31, 2061, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the "Lease") and subject to prior termination as therein provided, the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto, at the northeast corner of 71st and Pulaski Street in the City of Chicago, State of Illinois, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises".

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The Lease, among other things, contains the following provision(s).

## EXCLUSIVES

8. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to, which is within five hundred (500) feet of any boundary of, the Leased Premises, 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 and/or the provision of treatment services; (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (vi) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vii) the operation of a business in which food items for off premises consumption are offered for sale. 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 Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.

(b) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations on 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. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations on the Leased Premises are in violation of any use restriction, Tenant, at Tenant's option shall have the right to terminate this Lease upon thirty (30) days written notice thereof to Landlord.

## RIGHT OF FIRST REFUSAL

25. (a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any

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person or entity, Landlord shall so notify Tenant (Attn: Law Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article). Tenant may, at Tenant's option and within forty-five (45) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises were sold pursuant to a Bona Fide Offer. Landlord shall provide Tenant evidence of the amount of brokers fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article shall be void. Tenant may enforce this Article, without limitation, by injunction, specific performance or other equitable relief.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions Contained in this Article shall be binding upon the heirs, successors and assigns of Landlord.

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 thereto, hereby incorporated in and made a part of this Memorandum of Lease.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

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, bearing even date herein, between the parties

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hereto 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.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

WALGREEN CO

AREA WIDE 71<sup>ST</sup> & PULASKI, INC.

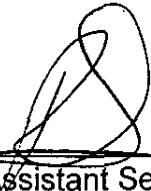
By  \_\_\_\_\_

Vice President

By  \_\_\_\_\_

President

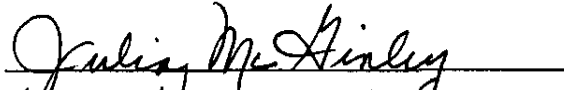
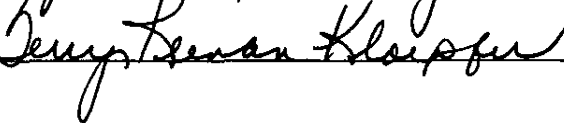
Attest:

  
\_\_\_\_\_  
Assistant Secretary

Attest:

\_\_\_\_\_  
Secretary

Witnesses:

  
\_\_\_\_\_  
  
\_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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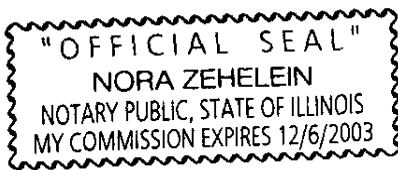
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, Nora Zehelein, a Notary Public, do hereby certify that Alan M. Besnick and Robert Kahng personally known to me to be a Vice President and Asst. Secretary, respectively, of WALGREEN CO., an Illinois corporation, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers of said coloration they signed and delivered the said instrument and used the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of March, 2000.

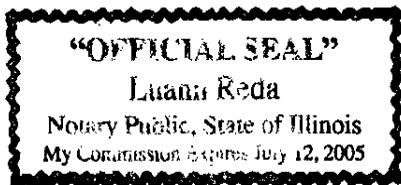


Nora Zehelein  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, do hereby certify that FAYSAL Mohamed and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and ~~Secretary~~ of AREA WIDE 71<sup>ST</sup> & PULASKI, INC., appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of March, 2000.



Luana Reda  
Notary Public

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, Nora Zehelein, a Notary Public, do hereby certify that Allan M. Resnick and Robert Kahng personally known to me to be a Vice President and Asst. Secretary, respectively, of WALGREEN CO., an Illinois corporation, and personally known to me to be the persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers of said coloration they signed and delivered the said instrument and used the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of March, 2000.



Nora Zehelein  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of AREA WIDE 71<sup>ST</sup> & PULASKI, INC., appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

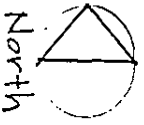
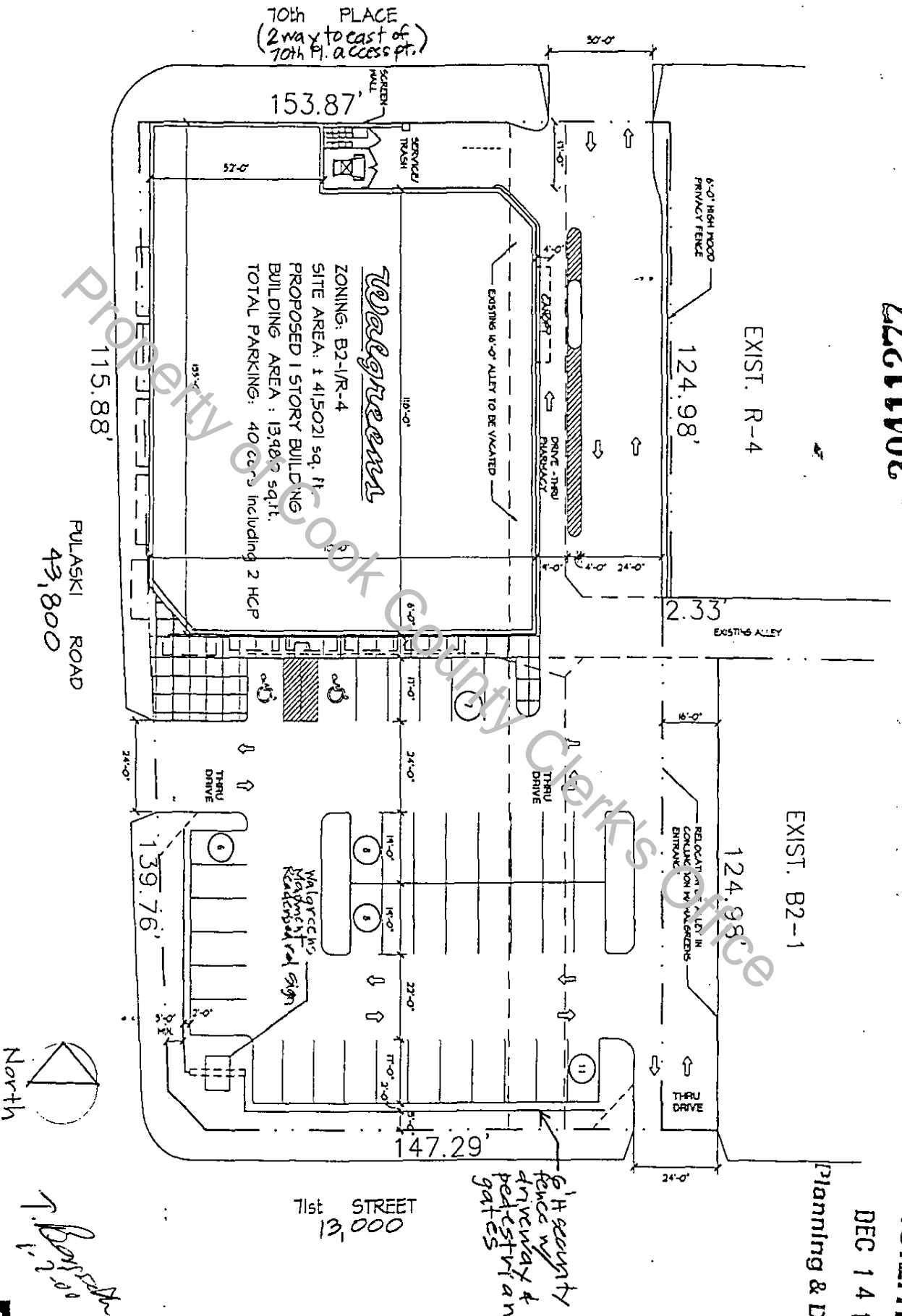
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DEC 14 1999

PLANNING & DESIGN

Planning & Design



*J. Bonifacio*

PRELIMINARY SITE PLAN A 71st. & PULASKI

CHICAGO, IL

AREA WIDE

SCALE 1" = 40'

11/29/99

CGH

99038

HIRSCH ASSOCIATES



Exhibit 'A'

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## EXHIBIT A Legal Description

### PARCEL 1:

LOTS 1 TO 5, AND THE NORTH 1/2 OF LOT 6 (EXCEPT THE EAST 87 FEET OF SAID LOT 6) IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 2, 3 AND 4 AND THAT PART OF LOT 5 IN H. H. WALKER AND OTHERS RESUBDIVISION, LYING SOUTH AND EAST OF THE NORTHWEST LINE OF LOT 1 IN MCGURRENS SUBDIVISION, PRODUCED NORTHEASTERLY AND EAST OF THE EAST LINE OF SAID LOT 1 AND LOTS 2, 3 AND 4 AND NORTH OF THE SOUTH LINE OF SAID LOT 4 PRODUCED EAST IN MCGURRENS SUBDIVISION OF LOT 15 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE EAST 87 FEET OF THE NORTH 1/2 OF LOT 6, IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION, AND LOTS 1 TO 5 IN J. ALLEN'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 6 AND ALL OF LOTS 7 AND 8 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S.F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT FROM ALL OF THE ABOVE THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 33.35 FEET ABOVE

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CHICAGO CITY DATUM TAKEN FOR STADIUM CENTER LOFTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT 97789526, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THAT PART OF LOTS 1 AND 2 LYING NORTHEASTERLY OF A STRAIGHT LINE DRAWN FROM THE MOST WESTERLY CORNER OF SAID LOT 1 TO THE SOUTHEASTERLY CORNER OF SAID LOT 2 IN MCGURRENS SUBDIVISION OF LOT 15 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 5:**

LOTS 6, 7, 8 AND 9 IN J. ALLEN'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 6 AND ALL OF LOTS 7 AND 8 IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE PRIVATE ALLEY LYING EAST OF AND ADJOINING SAID LOT 6 IN J. ALLEN'S SUBDIVISION AND ALSO THE VACATED PUBLIC ALLEY LYING NORTH OF SAID PRIVATE ALLEY AND NORTH OF SAID LOTS 6, 7, 8 AND 9 IN J. ALLEN'S SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

LOT 9 (EXCEPT THE NORTH 16 FEET TAKEN FOR ALLEY) AND LOT 10 (EXCEPT THE NORTH 16 FEET TAKEN FOR ALLEY) IN H. H. WALKER AND OTHERS RESUBDIVISION OF BLOCKS 10 AND 15 AND THAT PART OF SNIDER STREET SITUATED BETWEEN SAID BLOCKS 10 AND 15 IN S. F. SMITH'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: The Northeast corner of 71<sup>st</sup> & Pulaski, Chicago, Illinois

Permanent Index Numbers: 19-23-328-001 through -011 and 19-23-328-046

CH01 #1267941 v1

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