

# UNOFFICIAL COPY

02-18286



0030415511

6108/0014 40 001 Page 1 of 13  
2003-03-27 10:27:55  
Cook County Recorder 48.50

RETURN RECORDED DOCUMENT TO:

**WALGREEN CO.**  
200 Wilmot Road, MS 2252  
Deerfield, Illinois 60015  
Attn: Charles Kaufman

*This Instrument Prepared by:*  
Marla Blair  
200 Wilmot Road  
Deerfield, Illinois 60015



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## MEMORANDUM OF LEASE

By this Memorandum of Lease made the 26<sup>th</sup> day of February, 2003, between FULLERTON KIMBALL, LLC, an Illinois limited liability company, 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, 2004 and continuing to and including January 31, 2079, 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 Kimball Avenue and Fullerton Avenue, in the City of Chicago, State of Illinois, as shown on the plans attached hereto and made a part hereof as Exhibit "A" or "A-1" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises."

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

EXCLUSIVES

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(a) Except as otherwise set forth hereinbelow, 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 by virtue of holding a controlling interest in the ownership or being owned by or in common with the ownership, and which is contiguous to or within five hundred (500) feet of any boundary of the Leased Premises (the "Landlord's Property"), 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 offices, which offices shall not be restricted by this subsection [ii]); (iii) the operation of a business in which so-called health and beauty aids or drug sundries are offered for sale; (iv) the operation of a business in which photofinishing services or photographic film are offered for sale; (v) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vi) the operation of a business in which prepackaged 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. Tenant acknowledges and agrees that Landlord shall not be required to pursue, create or enforce such restrictions against additional property which Landlord may now or hereafter own or control by virtue of holding a controlling interest in the ownership or being owned by or in common with the ownership, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, if such adjacent real property is, at the time of Landlord coming into ownership or control of such adjacent real property, subject to leases, licenses or other private interest documentation which expressly allow use in contradiction of such restrictions, for so long as and to the extent that any such lease, license or other private interest documentation permits such contradictory use; provided that: a) Landlord or its affiliate who owns or controls such adjacent property shall not modify any such lease, license or private interest document to allow a use in violation of the exclusives if disallowance of a change of use is discretionary to Landlord or its affiliate under the terms of the given document; and b) Landlord or it affiliate who owns or controls such adjacent property shall not extend any such lease, license or private interest document that allows a use in violation of the exclusives if extensions are discretionary to Landlord or its affiliate under the terms of the given document.

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If Tenant shall discontinue any of the above uses for a period in excess of six (6) continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses, or other causes beyond Tenant's control and reconstruction of the Building and other improvements, as applicable, and continuance of Tenant's business operations at the Leased Premises is contemplated upon cure of the event causing such discontinuance within a reasonable time period), then the above restriction pertaining to such discontinued used shall be waived; however, in no event shall the discontinuance by Tenant of any one exclusive use for the time period provided above, affect the continuance of the other restrictions as herein set forth.

RIGHT OF FIRST REFUSAL

(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 person or entity, Landlord shall so notify Tenant (Attn.: Law Department with a duplicate notice to the Real Estate 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 Landlord's lender (whether financing via a traditional mortgage loan or sale and leaseback) and not related or affiliated with Landlord which Landlord intends to accept (subject to this Article), and may include a fully executed purchase and sale contract, or a signed letter of intent from the Bona Fide Purchaser setting forth (i) the purchase price, (ii) the closing date, and (iii) all other material terms. In submitting the Bona Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within twenty-one (21) 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 special 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 actually saved by Landlord by selling the Leased Premises to Tenant rather than pursuant to a Bona Fide Offer. Landlord shall provide Tenant evidence of the amount of broker's 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.

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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.

(c) Tenant's right of first refusal shall not apply to conveyance of the Leased Premises to Landlord's first mortgagee pursuant to a foreclosure action and/or a deed in lieu of foreclosure, provided however, that Tenant's right of first refusal shall apply and be in full force and effect with respect to any subsequent conveyance of title by the mortgagee.

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.

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 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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NEC Kimball & Fullerton  
Chicago, Illinois  
Store # 7687

Kimball & Fullerton MOL  
2/18/03

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

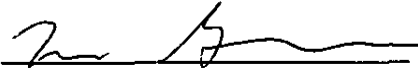
TENANT:

*MB* WALGREEN CO.



By:   
Its: Vice President

LANDLORD:



FULLERTON-KIMBALL, LLC,  
an Illinois limited liability company

By:   
Its: Manager

Witnesses:

Witnesses:

# UNOFFICIAL COPY

NEC Kimball & Fullerton  
Chicago, Illinois  
Store # 7687

Kimball & Fullerton MOL  
2/18/03

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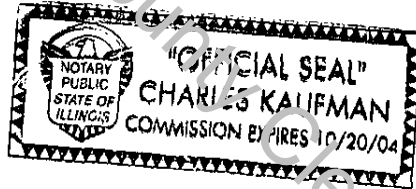
STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public, do hereby certify that Allan M. Resnick, personally known to me to be the Vice President of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his 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 26th day of February, 2003.

My commission expires:

Charles Kaufman  
\_\_\_\_\_  
Notary Public



NEC Kimball & Fullerton  
Chicago, Illinois  
Store # 7687

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2/18/03

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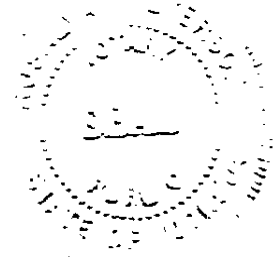
STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

I, Rosalie Wilkerson, a Notary Public, do hereby certify that Thomas Gamsjager, personally known to me to be the member of FULLERTON KIMBALL, LLC, an Illinois limited liability company, is personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed said instrument as such member of said limited liability company, pursuant to the authority given by the operating Agreement and members of said limited liability company, and as a free and voluntary act for the purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of February, 2003.

Rosalie Wilkerson  
Notary Public

My commission expires: 12/16/06



PROPERTY OF COOK COUNTY CLERK'S OFFICE

EXHIBIT "A"

**0030415511**

SITE PLAN

Property of Cook County Clerk's Office



NO.	DATE	REVISIONS
1	11/15/12	PER CHICAGO DEPT. OF RECORDS LTR 2/18/13
2	2/17/13	PER CHICAGO DEPT. OF RECORDS LTR 2/18/13
3	2/18/13	PER CHICAGO DEPT. OF RECORDS LTR 2/18/13

**WHITECO ENTERPRISE VENTURES, L.L.C.**  
 541 NORTH PARKWAY COURT, SUITE 1010  
 CHICAGO, IL 60611  
 Prepared By: **Whiteco Enterprises, L.L.C.**  
 2321 BRIDGEWOOD DRIVE, SUITE 100, ALTON, ILL. 62002-7000  
 (618) 439-2000  
 WWW.WHITECOENTERPRISES.COM

COMPASS

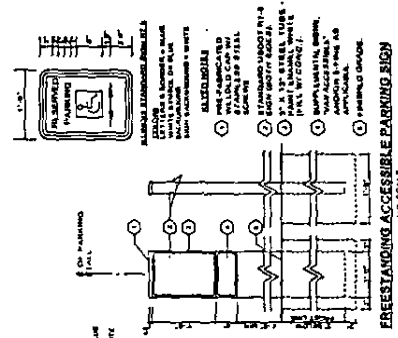
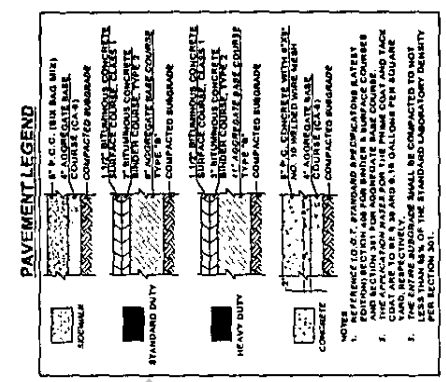
2321 BRIDGEWOOD DRIVE, SUITE 100, ALTON, ILL. 62002-7000  
 (618) 439-2000  
 WWW.WHITECOENTERPRISES.COM

PROJECT NO.	02-11-100
DATE	11-15-12
DRAWN BY	KHARRISON
CHECKED BY	KHARRISON

C1.1

**GENERAL NOTES**

- 1) ALL PROPOSED IMPROVEMENTS ARE PARALLEL AND TO BE LOCATED AS SHOWN.
- 2) ALL RADII DIMENSIONS ARE TO BACK OF CURB.
- 3) SEE ARCH. PLANS FOR EXACT BUILDING DIMENSIONS.
- 4) ALL STRIPING TO BE A YELLOW PAINT.
- 5) SEE ARCHITECT'S PLAN FOR HANDICAP AND BOLLARD DETAILS.



**ON SITE PARKING DATA**

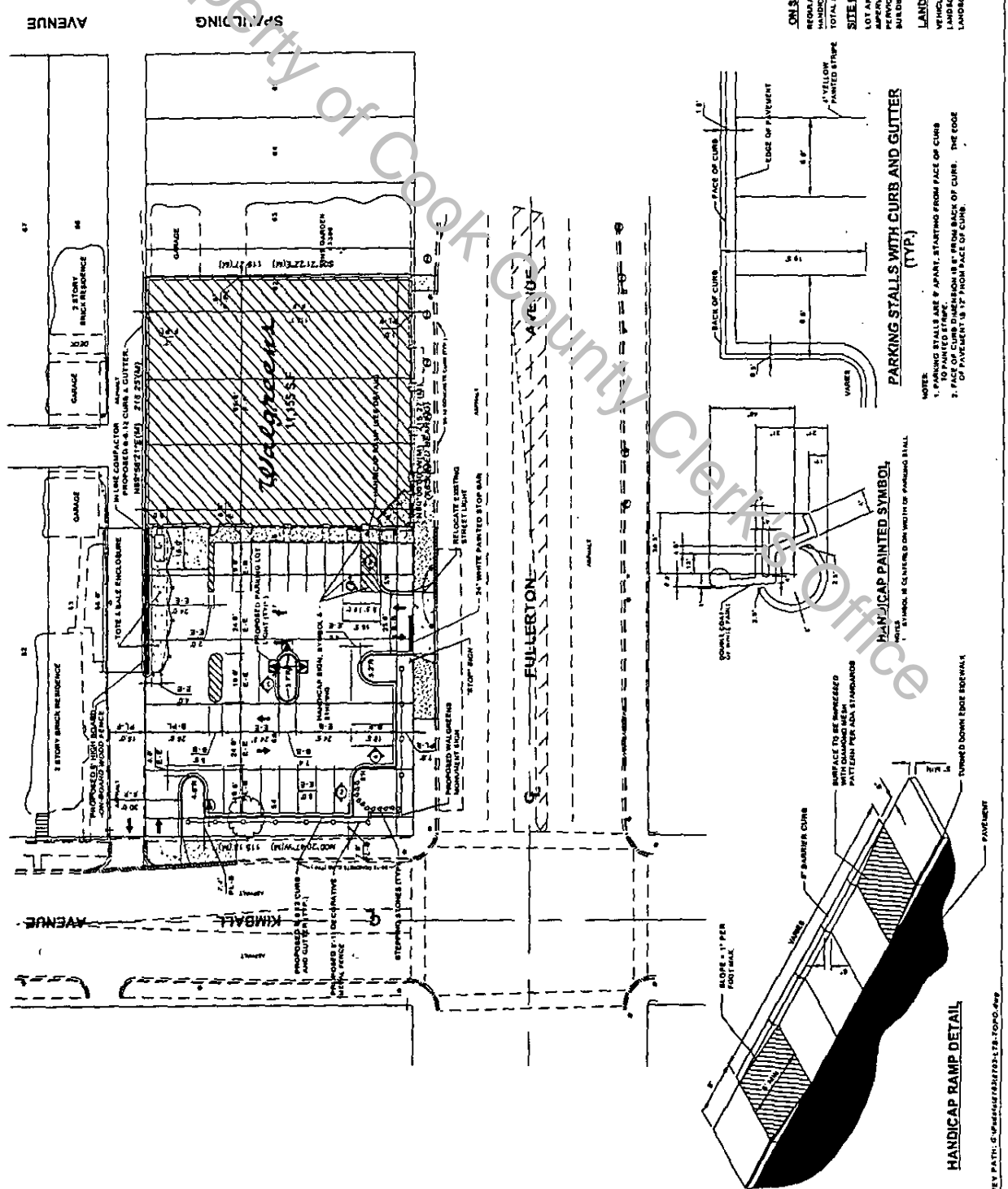
REGULAR SPACES	22
HANDICAPPED SPACES	1
TOTAL SPACES	23

**SITE DATA**

LOT AREA ± 10.57 AC. (1,011,113)	24,400 S.F. (10,57 AC.)
LANDSCAPE AREA ± 11,188 S.F. (0.25 AC.)	2,144 S.F. (0.05 AC.) (50%)
LANDSCAPE AREA PROVIDED ± 11,188 S.F.	

**LANDSCAPE REQUIREMENTS**

VEHICULAR USE AREA ± 10,548 S.F.	
LANDSCAPE REQUIREMENT ± 214 S.F. (1.8%)	
LANDSCAPE AREA PROVIDED ± 11,188 S.F. (10.5%)	



D.R.P. 2/27/13

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Kimball & Fullerton MOL  
2/18/03

**EXHIBIT "A-1"**

SITE PLAN

**0030415511**

Property of Cook County Clerk's Office



**EXHIBIT "B"**

**0030415511**

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL 1:

LOT 54 AND 55 IN DEZENG'S LOGAN SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 56 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 57 AND THE WEST 3 FEET OF LOT 53 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 22 FEET OF LOT 58 AND THE WEST 6 FEET OF LOT 59 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 19 FEET OF LOT 59 AND THE WEST 9 FEET OF LOT 60 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

THE EAST SIXTEEN (16) FEET OF LOT SIXTY (60) AND ALL OF LOT SIXTY ONE (61) AND THE WEST FIFTEEN (15) FEET OF LOT SIXTY TWO (62) IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-26-427-029-0000

13-26-427-030-0000

13-26-427-031-0000

13-26-427-032-0000

13-26-427-033-0000

13-26-427-034-0000

Property commonly known as: The vacant property at Northeast corner of  
Kimball and Fullerton, Chicago, Illinois