

# UNOFFICIAL COPY

Prepared by and  
When Recorded  
Return to:

Daniel Kohn, Esq.  
Duane Morris LLP  
227 W. Monroe St.  
Suite 3400  
Chicago, IL 60606



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Cook County Recorder of Deeds  
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## CONSENT AND NON-DISTURBANCE AGREEMENT

This **Consent and Non-Disturbance** made in multiple copies as of the 12th day of March, 2003 by and among John F. Cuneo, Jr., Frank C. Cuneo and The Northern Trust Company, an Illinois State Banking Association, Co-Trustees under the Last Will and Testament of Frank Cuneo, Deceased, acting by the Corporate Trustee and the Majority of the Individual Trustees, as landlord, hereinafter called "**Ground Lessor**" and Walgreen Co., an Illinois corporation, hereinafter called "**Walgreens**" and State-Walton, LLC, an Illinois limited liability company hereinafter called "**Ground Lessee**".

WHEREAS, Ground Lessor has heretofore leased that certain real estate legally described on the attached Exhibit "A" (hereinafter called the "**Demised Premises**") to Ground Lessee in accordance with that certain Ground Lease Agreement pertaining to the Real Property by and between John F. Cuneo, Jr., Frank C. Cuneo and the Northern Trust Company Co-Trustees under the Last Will and Testament of Frank Cuneo, deceased, Acting by the Corporate Trustee and the Majority of the Individual Trustees and American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under a Trust Agreement dated June 1, 1989 and known as Trust No. 108479-03 dated September 1, 1989, as amended by the First Amendment to Ground Lease Agreement dated May 13, 1992 and the Second Amendment to Lease dated March 12, 2003 (collectively, the "**Ground Lease**"); and

WHEREAS, Ground Lessee has heretofore subleased the Demised Premises to Walgreens by Lease dated February 25, 2003 (hereinafter the "**Walgreens Lease**") and

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in connection therewith Walgreens has requested that Ground Lessor and Ground Lessee consent and agree to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto consent, covenant and agree as follows:

Ground Lessor consents to the subleasing of the Demised Premises to Walgreens all as more particularly set forth in Walgreens' Lease. In the event of a cancellation, termination, expiration or surrender of the Ground Lease (or if Ground Lessor recovers the right of possession under the Ground Lease), for any reason, or in any manner whatsoever, upon any such occurrence Ground Lessor will then be bound by and become the Landlord under the Walgreens Lease and will accept Walgreens and its successors and assigns as the Tenant of Ground Lessor under the terms and conditions of the Walgreens Lease for a period equal to the then full unelapsed portion of the term of the Walgreens Lease and upon and subject to all of the same terms, covenants and conditions as may be then provided in the Walgreens Lease. From and after Ground Lessor's succession to the interest of Ground Lessee as Landlord under the Walgreens Lease, Walgreens shall have no further liability or obligation to Ground Lessee; in such event, the Walgreens Lease shall be deemed a direct lease between Ground Lessor and Walgreens and Ground Lessor shall then be deemed Walgreens' Landlord for all purposes under and subject to the Walgreens Lease.

Ground Lessor hereby covenants, represents and warrants to Walgreens that as of the date of execution of this Agreement, Ground Lessor has fee simple legal title to the Demised Premises and the right to make this Agreement.

Ground Lessor and Ground Lessee hereby warrant and represent to Walgreens that the Ground Lease is in full force and effect and has not been amended or modified and presently no party to the Ground Lease is in default thereunder. The Ground Lease shall not be terminated or amended during the continuance of the Walgreens Lease without the express written consent of Walgreens; Walgreens shall not be bound by any such amendment or termination made without its consent.

This Agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the respective parties hereto and all covenants, conditions and agreements herein contained shall be deemed covenants running with the land.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal as of the date first above written.

WALGREEN CO.

By: \_\_\_\_\_

*RK*

GROUND LESSOR

*John F. Cuneo, Jr.*

John F. Cuneo, Jr., Co-Trustee

*Frank C. Cuneo*

Frank C. Cuneo, Co-Trustee

The Northern Trust Company, an Illinois State banking association, Co-Trustee

By: \_\_\_\_\_

Name: MICHAEL E. PAPIERSKI

Its: VICE PRESIDENT

All Co-Trustees under the Last Will and Testament of Frank Cuneo, deceased, acting by the Corporate Trustee and the majority of the Individual Trustees

GROUND LESSEE:

STATE-WALTON, LLC, an Illinois limited liability company

By: \_\_\_\_\_

Jaime J. Javors, Manager

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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public, do hereby certify that Robert M. Selverman 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 5<sup>th</sup> day of November 2004.

Mayra Villafan  
Notary Public

My commission expires: \_\_\_\_\_

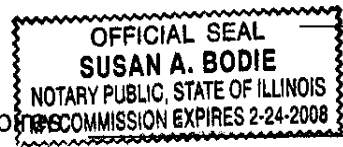


STATE OF ILLINOIS )  
  ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, do hereby certify that Jaime J. Javors, personally known to me to be the Manager of State-Walton LLC, an Illinois limited liability company, 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 Manager of said limited liability company, pursuant to authority duly given by the members of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of NOVEMBER, 2004.

Susan A. Bodie  
Notary Public



My commission expires: \_\_\_\_\_

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STATE OF IL )  
COUNTY OF LAKE ) SS

I, the undersigned, a Notary Public, do hereby certify that John F. Cuneo, Jr., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of Nov, 2004.

Barbara McCoskey  
Notary Public



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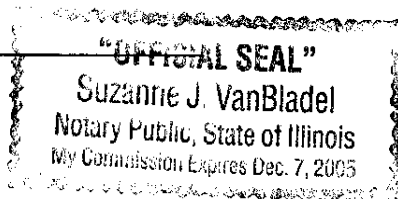
STATE OF IL )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public, do hereby certify that Frank C. Cuneo, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of Nov, 2004.

Suzanne VanBladel  
Notary Public

My commission expires: \_\_\_\_\_



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STATE OF Illinois )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public, do hereby certify that MICHAEL E. PAPIERSKI, VICE PRESIDENT of The Northern Trust Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of The Northern Trust Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of Nov., 2004.

Rhonda E. Owens  
Notary Public

My commission expires: \_\_\_\_\_



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## EXHIBIT "A"

### LEGAL DESCRIPTION OF LEASED PREMISES

#### Tract 1

The North 14 and 2/3rds Feet of Lot 3 and all of Lot 2 in RASKOPF AND OTHERS SUBDIVISION of the South Half of Block 9 in CANAL ship 39 North, Range 14 East of the Third Principal Meridian, also Lots SUBDIVISION of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

#### Tract 2

The South 40.2 feet of Lot 3 (except the East 27 feet, 4 inches thereof) in Roskopf and Others' Subdivision of the South 1/2 of Block 9 in the Canal Trustees' Subdivision of the South Fractional 1/4 of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, (excepting from said premises any portion thereof, if any, falling within the North 2/3 feet of said Lot 3) in Cook County, Illinois.

#### Tract 3

LOT 1 IN ROSSKOPF AND OTHERS' SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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