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Doc#: 0828433014 Fee: \$48.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/10/2008 08:22 AM Pg: 1 of 7

842271202JK

Property of Cook County Clerk's Office

The attached Restrictive Covenant
is being re-recorded to correct
the legal description set forth on Exhibit A

This instrument prepared by and after
recording should be returned to:

Stephanie T. Bengtsson
Paralegal
Centrum Properties, Inc.
225 West Hubbard Street, 4th Floor
Chicago, IL 60654

Box 400-CTCC

1/8

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0827718102

Doc#: 0827718102 Fee: \$44.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 10/03/2008 02:52 PM Pg: 1 of 5

Return to:

S. BENGTSSON CENTRUM PROPERTIES
225 W. HUBBARD
4th FLOOR
CHICAGO IL 60654

RESTRICTIVE COVENANT

This Restrictive Covenant ("Covenant") is made this 11th day of September 2008, by the undersigned KENNEDY PLAZA BK, L.L.C. and KENNEDY PLAZA RL, L.L.C., hereinafter collectively referred to as "Owner".

WHEREAS, Owner is the owner of that certain real property located at Northeast corner of the intersection of Belmont Avenue and Kimball Avenue in the City of Chicago, County of Cook, State of Illinois, and more particularly described Exhibit "A" attached hereto (collectively, the "Property"), containing a building in which a Walgreens' Store is currently operating (such store's street address being 3302 W. Belmont), commonly known as Kennedy Plaza, pursuant to a lease dated December 15, 1977 as amended) [the "Prior Lease"].

WHEREAS, BELMONT-KIMBALL, L.L.C., an Illinois limited liability company, as lessor, and Walgreen Co. ("Walgreens"), as lessee, have agreed to enter into a lease dated September 9, 2008 (the "Walgreens Lease") of certain real property located across the street from the Property, at the Northwest corner of the intersection of Belmont Avenue and Kimball Avenue in the City of Chicago, County of Cook, State of Illinois (the "Walgreens' Parcel");

WHEREAS, AMONG OTHER THINGS, the Walgreens Lease provides for the termination of the Prior Lease effective upon later of (a) the date upon which possession of the completed Walgreens' store on the Walgreens' Parcel is delivered to Walgreens, or (b) upon Walgreens vacating the existing premises operated on the Property pursuant to the Prior Lease (the "Prior Lease Termination Date"); and

WHEREAS, as a pre-condition to Walgreens agreement to lease the Walgreens' Parcel, and as consideration for Walgreens' execution of the Walgreens Lease, Walgreens has requested that a restriction be placed upon the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby restrict the Property from being used for the operation of: (i) a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, 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; or (ii) a medical diagnostic lab and/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]). The foregoing restrictions in subsection (i) above, however, as it applies to medicinal drugs, shall not apply to doctors, dentists or veterinarians who dispense sample doses

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medicinal drugs, shall not apply to doctors, dentists or veterinarians who dispense sample doses of medicinal drugs to their patients during office visits, without fee or remuneration of any kind, or to doctors, dentists or veterinarians who administer medicinal drugs to their patients during office visits, whether or not any fee or remuneration is received therefore.

Notwithstanding anything contained in this Covenant to the contrary, a maximum of three hundred seventy-five (375) square feet of floor area may be used for such uses otherwise prohibited under subsections (i) and (ii) above if within a food store or food supermarket containing at least 19,000 square feet of floor area.

Further notwithstanding anything contained in this Covenant to the contrary, the provisions of subsections (i) and (ii) above shall not apply to that particular 32,669 square foot building within the Property currently occupied by Best Buy, but only during the continuance of that lease thereof dated November 20, 2007, by and between Owner and Best Buy Stores, L.P., a Virginia partnership.

This Covenant shall be deemed a covenant running with the Property for the benefit of Walgreens, and subject to the terms hereof, shall inure to the benefit of Walgreens' heirs, successors, subtenants, licensees and assigns. This Covenant shall terminate on the earlier of (i) the date that is seventy-five (75) years from the date hereof, or (ii) the date that Walgreens (or a parent, affiliate or subsidiary thereof) no longer operates a pharmacy business on the Walgreens' Parcel [for purposes of this Covenant, such a pharmacy business on the Walgreens' Parcel shall be deemed discontinued if none of those uses described in subsections (i) and (ii) above should be operated on the Walgreens' Parcel for a period in excess of twelve (12) continuous months (so long as such discontinuance is not due to remodeling, fire, casualty, repairs, strike, temporary loss of licenses, or other causes beyond the then occupant's control)]. Any earlier termination of this Covenant may be only upon the written consent of Walgreens, and upon the recording of an appropriate document to that effect, this Covenant shall be of no further force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Restrictive Covenant as of the day and year first above set forth.

KENNEDY PLAZA BK, L.L.C.,
an Illinois limited liability company

By: _____

Print Name: Arthur Slavin

Its: a Manager

KENNEDY PLAZA RL, L.L.C.,
an Illinois limited liability company

By: _____

Print Name: Arthur Slavin

Its: a Manager

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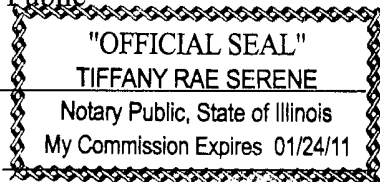
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tiffany Rae Serene, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur Slaven personally known to me to be the Manager of KENNEDY PLAZA BK, L.L.C., an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument, pursuant to authority, given by the Managers or Members of such company as his free and voluntary act, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of September, 2008.

Tiffany Serene
Notary Public

Printed Name: _____
Commission Expires: _____



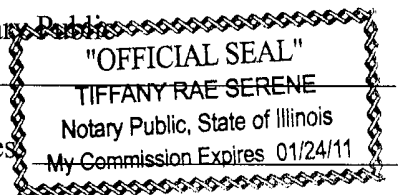
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Tiffany Rae Serene, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Arthur Slaven personally known to me to be the Manager of KENNEDY PLAZA RL, L.L.C., an Illinois limited liability company, and 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 as such Manager, he signed and delivered the said instrument, pursuant to authority, given by the Managers or Members of such company as his free and voluntary act, and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of September, 2008.

Tiffany Serene
Notary Public

Printed Name: _____
Commission Expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST BELMONT AVENUE (BEING A LINE 33 FEET NORTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF SECTION 23, AFORESAID) AND THE EAST LINE OF NORTH KIMBALL AVENUE (BEING A LINE 43 FEET EAST OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 23); THENCE NORTH ALONG SAID EAST LINE OF NORTH KIMBALL AVENUE 351 FEET; THENCE NORTHEASTERLY 56.98 FEET TO A POINT IN A LINE 386.4 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST BELMONT AVENUE 44.78 FEET EAST OF SAID EAST LINE OF NORTH KIMBALL AVENUE; THENCE EAST ALONG SAID PARALLEL LINE 162.03 FEET TO A POINT 206.81 FEET EAST OF THE EAST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTHEASTERLY 96.55 FEET TO A POINT IN A LINE 360.67 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE EAST ALONG SAID PARALLEL LINE 75 FEET TO A POINT IN A LINE 374.76 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KIMBALL AVENUE, AFORESAID; THENCE SOUTHEASTERLY 122.59 FEET ALONG A LINE DRAWN TO A POINT IN A LINE 485.02 FEET EAST OF AND PARALLEL WITH THE SAID EAST LINE OF NORTH KIMBALL AVENUE 307.50 FEET NORTH OF THE NORTH LINE OF WEST BELMONT AVENUE; THENCE CONTINUE SOUTHEASTERLY 111.44 FEET ALONG A LINE DRAWN TO A POINT IN A LINE 585.02 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH KIMBALL AVENUE 258.68 FEET NORTH OF SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE CONTINUE SOUTHEASTERLY 237.17 FEET TO A POINT IN A LINE 765.97 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KIMBALL AVENUE, AFORESAID, 106.05 FEET NORTH OF SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE SOUTH ALONG SAID PARALLEL LINE 36.05 FEET TO A POINT 70 FEET NORTH OF THE NORTH LINE OF WEST BELMONT AVENUE, AFORESAID THENCE SOUTHEASTERLY 160.50 FEET ALONG A LINE DRAWN TO A POINT IN SAID NORTH LINE OF WEST BELMONT AVENUE; 845.97 FEET EAST OF THE EAST LINE OF NORTH KIMBALL AVENUE; THENCE WEST ALONG SAID NORTH LINE 845.97 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE ABOVE DESCRIBED TRACT OF LAND THE PUBLIC STREET, DEDICATED BY DOCUMENT RECORDED MAY 12, 1982 AS DOCUMENT 26227331) IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF NORTH KIMBALL AVENUE AND THE NORTH LINE OF WEST BELMONT AVENUE; THENCE EAST ALONG THE SAID NORTH LINE, A DISTANCE OF 592.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 96.00 FT; THENCE

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NORTHEASTERLY ON AN ANGLE 30 DEGREES, 00 MINUTE, 00 SECOND MEASURED FROM NORTH TO EAST, A DISTANCE OF 48.00 FEET; THENCE NORTH, PERPENDICULAR TO THE NORTH LINE OF BELMONT AVENUE, A DISTANCE OF 94.16 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST EXPRESSWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT 765.97 FEET EAST OF NORTH KIMBALL AVENUE AND 106.05 FEET NORTH OF SAID NORTH LINE OF WEST BELMONT AVENUE; THENCE SOUTH, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 36.05 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 106.50 FEET TO A POINT IN THE NORTH LINE OF WEST BELMONT AVENUE, 845.97 FEET EAST OF THE EAST LINE OF NORTH KIMBALL AVENUE; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 253.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.)

PIN: 13-23-410-029-0000

ADDRESS: 3260-3348 W. BELMONT AVE., CHICAGO, IL, 60618 (Commonly known as Kennedy Plaza)

Prepared by: Dan Perlin
Walgreen Co., Inc.
104 Wilmot Road MS 1420
Deerfield, IL 60015

Property of Cook County Clerk's Office

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CONSENT AND SUBORDINATION OF MORTGAGEE

Fifth Third Bank (Chicago) a Michigan banking corporation ("Bank"), as holder of a Mortgage dated April 4, 2008 and recorded April 11, 2008 as document number 0810233017 ("Mortgage") that encumbers the property legally described on Exhibit A to the Restrictive Covenant to which this Consent and Subordination is attached, having reviewed the Restrictive Covenant, does hereby consent to the Restrictive Covenant to the extent that such Restrictive Covenant affects its rights and interests in the premises encumbered by the Mortgage and agrees that the lien of its Mortgage is subject and subordinate to the Restrictive Covenant such that a foreclosure under such Mortgage shall not extinguish or invalidate the Restrictive Covenant or the rights, benefits, duties and burdens of the parties thereto.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this 25th day of September, 2008.

Fifth Third Bank (Chicago),
a Michigan banking corporation

By: _____

Name: ARTUR FEIERBERG

Title: VICE PRESIDENT

STATE OF IL)

COUNTY OF Cook)

SS.

I, Debra A. Snider, a Notary Public in and for County and State aforesaid, do hereby certify that Artur Feierberg, as VP of Fifth Third Bank (Chicago), a Michigan banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ own free and voluntary act, and as the free and voluntary act of Fifth Third Bank (Chicago), for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 25 day of Sept, 2008.

Debra A. Snider
Notary Public

My Commission Expires: 11/20/2010

