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RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
Real Estate Law Dept.
104 Wilmot Road, 2nd Floor
MS #1420
Deerfield, Illinois 60015
Attn: Jennifer Pautler



Doc#: 0902633095 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/26/2009 01:04 PM Pg: 1 of 11

MEMORANDUM OF LEASE

By this Memorandum of Lease ("Memorandum") made the 14th day of September 2007, by and between THE CORNERSTONE GROUP 630, L.L.C, a Delaware 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 an Initial Term (as defined in Article 3 of a lease dated August 2, 2006, as amended by an agreement of even date herewith (the "Lease")) and a term commencing December 1, 2009, and continuing to and including December 31, 2083, as such dates shall be adjusted pursuant to Article 3 herein and subject to prior termination as hereinafter provided, in the premises located at 630 W. Washington Street, Chicago, Illinois, County of Cook, State of Illinois. The building to be erected and completed by Landlord shall be approximately 32 stories in height and shall contain a commercial space first floor area of 13,160 square feet (the "Building"). It is the intent that floors two through 32, the basement and entrance/exit on floor (1) and approximately 2,600 square feet on floor (1) of the Building be used for residential purposes and such areas are hereinafter referred to as the "Condominium Property. All of the foregoing shall be as shown on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan"), and the legal description of the real property containing the Building is as legally described in Exhibit "B" hereto attached and made a part hereof. The 13,340 square feet of first floor space to be constructed as part of the Building and occupied by Tenant, is hereinafter collectively referred to as the "Leased Premises." The Leased Premises is subject to certain Declaration of Covenants, Conditions, Restrictions and Easements, a form of which is attached hereto as Exhibit "H".

For purposes of this Memorandum, Tenant shall pay a rent of One Dollar (\$1.00) per year.



Box 400-CTCC

Jeff
20900183
NAH

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Said Lease bearing even date herewith and between the parties hereto contains, among others, the following provisions:

PARKING & CC&R (Article 7)

"(a) (i) ...The Parking Areas as cross hatched on the Site Plan shall be for the exclusive use of Tenant and Tenant's customers, employees, invitees, successors, assigns and sublessees."

"(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. No alterations or additions shall be made to the Parking Areas without obtaining Tenant's 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 the Site Plan. Automobile traffic aisles in the Parking Areas shall run in directions shown on the Site Plan."

"(b) In order that Tenant have full use and enjoyment of the Leased Premises, Tenant requires certain easement rights and other rights over and upon the condominium property located above and adjacent to the Leased Premises. To provide for such easement rights and other rights, Landlord will enter into and record a form of Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter called the "CC&R") in the form attached hereto as Exhibit "I" binding upon both the Leased Premises and the Condominium Parcel (as described in the CC&R) (collectively called the "parcels") and all present and future owners, occupants and lien holders of said parcels. Tenant shall have no obligation to accept delivery of possession of the Leased Premises unless and until the CC&R shall be fully executed by all owners of the parcels, recorded, and shall be a binding and enforceable encumbrance upon such parcels and all existing and future owners and occupants thereof, prior to the lien of any mortgage or other encumbrance in the nature of a mortgage on all or any portion of the parcels.

(c) Landlord covenants and agrees that it will comply with and/or enforce as the case may require all rights, covenants and agreements granted in the CC&R.

(d) If Landlord fails or refuses to commence and thereafter diligently pursue enforcement of compliance with the CC&R within seven (7) days after receipt of written demand therefor from Tenant, then Tenant may thereafter and on Landlord's behalf, take any and all action necessary or appropriate to enforce or comply with the provisions of the CC&R, of which Tenant shall be deemed a third party beneficiary. If Tenant shall prevail in such enforcement action, Landlord shall pay Tenant's attorneys' fees and costs so incurred. Landlord shall promptly upon request of Tenant, reimburse Tenant's expenses (including without limitation attorneys' fees) incurred to enforce

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compliance with the CC&R. In the event the violation of the CC&R involves loss of or impairment of the easement rights contained in the CC&R, then the above notice provisions shall be deemed waived and Tenant may immediately take all necessary or appropriate action on behalf of Landlord so as to remedy such violation of the CC&R and restore or preserve the easement rights. Landlord shall promptly provide Tenant copies of all notices sent or received by Landlord under or pursuant to the CC&R.

(e) It is understood and agreed that Landlord shall not enter into any agreements modifying or terminating the CC&R without first obtaining the express written consent of Tenant and any such modification or termination without first obtaining Tenant's express written consent shall be of no effect.

(f) If the CC&R is subject to any mortgage, deed of trust or other encumbrance in the nature thereof, prior to delivering possession of the Leased Premises to Tenant and as a condition precedent thereto Landlord shall obtain a recordable agreement from the lender, mortgagee or beneficiary subordinating their interest to the CC&R."

EXCLUSIVES (Article 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, or which is within five hundred (500) feet of any boundary of, the Leased Premises, including any commercial space within the Building for purposes of this Lease Agreement, (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 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]); (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 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.

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Notwithstanding anything contained in this Lease to the contrary, Landlord shall be bound by the preceding use restrictions in Article 8(a) above regardless of what use restrictions may be imposed upon Landlord under the terms of the REA, such that in the event of a conflict in which the CC&R would otherwise allow a particular use which is restricted by Article 8 of the Lease, then between Landlord and Tenant, the provisions of Article 8 of this Lease shall control."

SCAFFOLDING (Article 10)

"(c) Landlord and Tenant hereby acknowledge and agree that, in connection with any maintenance, replacements, construction, repairs, alterations, improvements and additions required to be performed by Landlord hereunder, Landlord may be required to install scaffolding or other barricades outside the Building in front of the Leased Premises, and Landlord shall be permitted to do so, subject to the following restrictions:

(i) Except in the event of an emergency or in the event required by governmental authorities or for safety reasons, scaffolding and barricading should not be placed in front of the Leased Premises during the time period from November 1 through December 31, nor during the week before Easter.

(ii) To the extent feasible, scaffolding and construction barricades should be erected in stages so as to minimize interference with Tenant's use and occupancy.

(iii) To the extent feasible, the scaffolding and construction barricades should be erected immediately prior to the commencement of the repair work and should be removed promptly after the completion of the repair work.

(iv) Any work requiring scaffolding or construction barricades should be prosecuted as expeditiously as possible in the exercise of commercial reasonableness.

(v) Any scaffolding in front of the Leased Premises should be double-height, and any construction barricades in front of the Leased Premises should be see-through.

(vi) Landlord shall maintain access to the Leased Premises at all times despite the erection of scaffolding or construction barricades, and Landlord shall erect signs which identify from the street how to access the Leased Premises through the scaffolding or construction barricades.

(vii) Tenant shall have the right to place its signage on scaffolding and construction barricades in front of the Leased Premises, subject to compliance with applicable laws and ordinances in connection therewith.

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(viii) Unless required by a governmental authority or by Law, Landlord shall not be permitted to place any other signage or advertisement on any scaffolding or construction barricades in front of the Leased Premises without the consent of Tenant, which Tenant may grant or deny in its sole and absolute discretion.

(ix) Landlord shall be required to provide lighting underneath and along such scaffolding, and such lighting should be subject to the reasonable approval of Tenant."

RIGHT OF FIRST REFUSAL (Article 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 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). 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 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 (i) 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; and (ii) the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. 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. 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."

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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. Capitalized terms not defined in the in this Memorandum are defined in the 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.

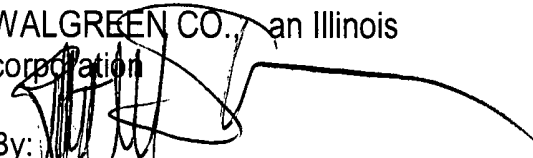
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

TENANT:

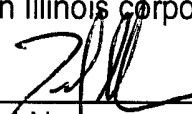
LANDLORD:

WALGREEN CO., an Illinois corporation

THE CORNERSTONE GROUP 630, L.L.C., a Delaware limited liability company

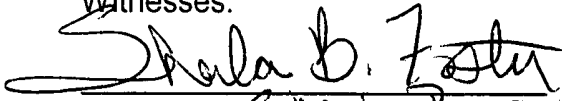
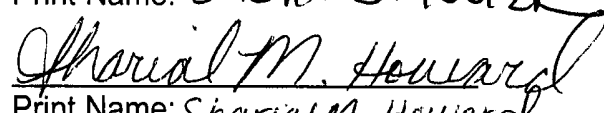
By: 
Print Name: Robert M. Silverman
Title: Divisional Vice President


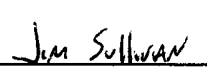

By: The Cornerstone Group I, Inc., an Illinois corporation, Manager

By: 
Print Name:
Title: ~~MANAGER~~

Witnesses:

Witnesses:


Print Name: Sheila B. Foster

Print Name: Shari M. Howard

 
Print Name: Jim Sullivan

Print Name: Melissa Archer

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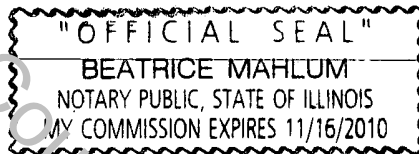
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M. Silverman, personally known to me to be the Divisional 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 Divisional 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 14TH day of September, 2007

Beatrice Mahlum
Notary Public

My commission expires: 11/16/2010



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public, do hereby certify that Tim Sullivan, personally known to me to be the Manager of THE CORNERSTONE GROUP I, INC., an Illinois corporation and the Manager of THE CORNERSTONE GROUF (63) L.L.C., a Delaware 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 _____ of THE CORNERSTONE GROUP I, INC., the sole manager of said Company, 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 14th day of June, 2008

James Patrick Sullivan
Notary Public

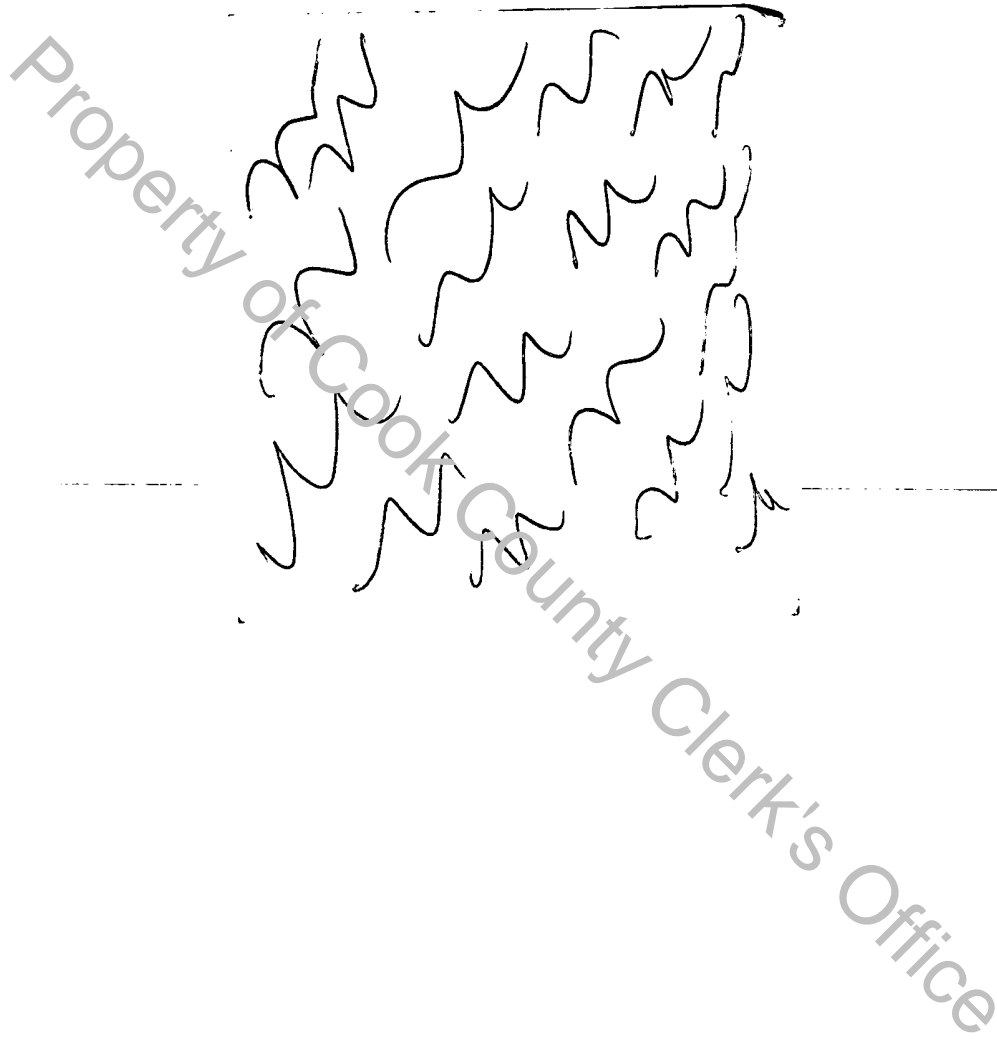
My commission expires: 1/26/2011



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EXHIBIT "A"

Site Plan

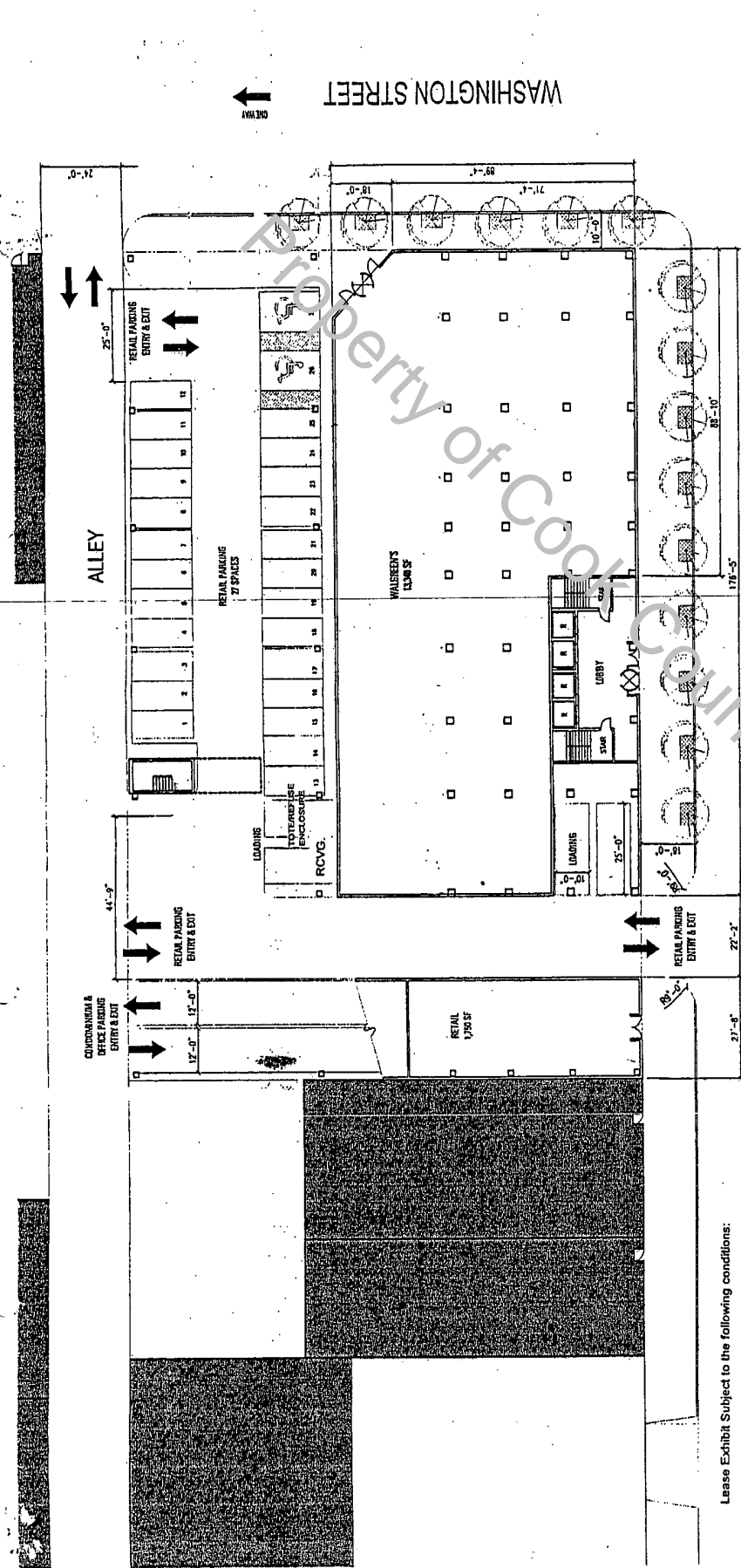
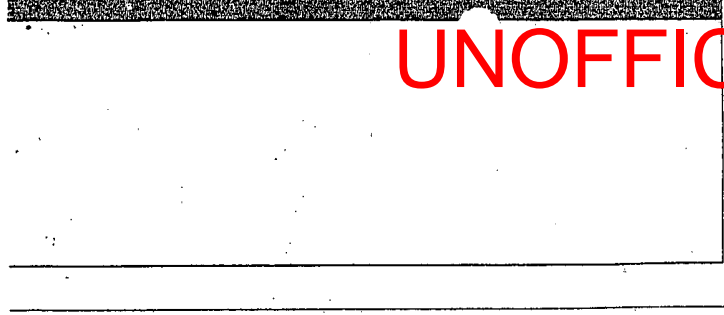


Site / Landscape / Ground B. Plan

LLA No 04072 - 06/07/2006

WASHINGTON & DESPLAINES
CHICAGO, ILLINOIS

PROPOSED WALGREENS #10183



DESPLAINES STREET

WASHINGTON STREET

ALLEY

T. Brown
4/13/06

Exhibit "A"

Lease Exhibit Subject to the following conditions:

- Must have Walgreen parking blade sign on Washington and on Des Plaines.
- High lighting levels in parking area.
- Sign and enforce Walgreen parking only.
- Column spacing must work with store fixtures.
- Store operations has full approval rights of fixture plan/store layout, exterior building elevations and exterior signage.
- Walgreen entry door from condominium lobby.
- Walgreens review and approval of site plan, including parking dimensions, drive aisle dimensions, loading and tote/refuse enclosure layout.

LUCIEN LAGRANGE
ARCHITECTS

THE CORNERSTONE GROUP 70, LLC
DEVELOPER

605 North Michigan Avenue Chicago, IL 60611

1101 West Lake Street, Suite 600, Chicago, IL 60607

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EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

The following Parcels 1-6, all being located within Block 47, Original Town of Chicago, in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, IL [Land Total Net Area = 0.7867 acres], commonly known as 618 & 630 West Washington St., and 123 N. Des Plaines St. Chicago, IL:

Parcel 1:

Lot 6 except the South 38.67 feet and except the North 1.243 feet in Block 47 in the Original Town of Chicago in the West 1/2 of the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The East 75 feet of Lot 10 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The South 25 feet 8 - 1/2 inches of Lot 7 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 7 (except the South 25 feet 8 - 1/2 inches) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 6 (except the North 37.0 feet thereof) in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

That part of Lot 10 in Block 47 in Original Town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, lying West of the East 75.00 feet of said Lot 10, in Cook County, Illinois.

PIN#s: 17-09-331-008, 17-09-331-009, 17-09-331-010, 17-09-331-011, 17-09-331-012,
17-09-331-013

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EXHIBIT "H"

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Form to be agreed upon by Landlord and Tenant, in the exercise of their reasonable discretion, prior to, and as an express condition of this Lease, but subject to the following provisions of this Exhibit "H" hereinbelow. In no event shall Tenant be obligated to accept possession of the Leased Premises until such form is so agreed upon, in writing, by the parties, and in any event, no accrued fixed rent, percentage rent or other monetary obligation be payable by Tenant prior to such agreement as to said form.

Furthermore, it is hereby expressly and particularly agreed that in any event, the CC&R shall, among other things:

- Not require that Tenant procure any consent from any party (including consent as to any signage (interior or exterior) erected by Tenant, or any alterations (exterior or interior) to the Leased Premises (however, restrictions requiring such alterations to be in accordance with applicable law, or restrictions requiring that the structural integrity of the Leased Premises be unaffected, that the architectural harmony of the exterior of the Leased Premises be materially similar to the then current exterior of the remainder of the B building or that the quality of workmanship and materials be similar to such exterior of the remainder of the Building and/or that shared mechanical equipment shall be acceptable, provided such language is in a form reasonable acceptable to Tenant).
- Not provide for any sharing by Tenant of any common expenses pertaining or stemming from the operation of the remainder of the Building or parking areas outside of the Leased Premises.
- Except as provided above or otherwise set forth in this Lease, not impose any restrictions upon the use or operation of the Leased Premises.
- Grant to Tenant the right to consent to any amendments or modifications to the CC&R's proposed after its initial execution, or any proposed changes to the Building which might impair or adversely affect Tenant's use of, access to, or operation of business in the Leased Premises.
- Restate any restrictions upon use or exclusive use provisions provided for in this Lease.
- Provide for the exclusivity of Tenant's use of the Parking Areas (as defined in this Lease), and for Tenant's ability to enforce the same by means of signage, towing, etc.