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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/09/2013 01:02 PM Pg: 1 of 13

PREPARED BY AND
RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
104 Wilmot Road, Dept. #1420
Deerfield, Illinois 60015
Attn: Kristina S. Raymond
Store No. 15364

MEMORANDUM OF AMENDED AND RESTATED LEASE

This Memorandum of Amended and Restated Lease is made the 12th day of June, 2013, between SOUTHPOINT PLAZA II LLC, an Illinois limited liability company hereinafter called "Landlord", and BOND DRUG COMPANY OF ILLINOIS, LLC, an Illinois limited liability company, hereinafter called "Tenant".

WHEREAS, by Lease dated July 1, 1993 (the "Existing Lease"), Landlord leased to Tenant those certain premises as described in the Existing Lease (the "Existing Premises"), in the shopping center located at the northeast corner of Chicago Avenue and Keeney Street in the City of Evanston, State of Illinois (the "Shopping Center"), which Shopping Center is legally described on Exhibit "B-1" attached hereto and made a part hereof;

WHEREAS, the parties hereto desire to provide for the reconstruction, renovation, and relocation of Tenant's Existing Premises under the Existing Lease, to a newly constructed premises by Tenant at the Shopping Center, and in connection therewith, to amend and restate the Existing Lease so that the terms, rents, covenants, conditions and restrictions of Tenant's occupancy shall be governed by the terms and conditions of the Amended and Restated Lease (as defined below);

NOW THEREFORE, for valuable consideration, including the foregoing recitals, which are made a part hereof, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Pursuant to an amended and restated lease of even date herewith between the parties hereto (the "Amended and Restated Lease", sometimes referred to herein as the "Lease") Landlord leases to Tenant, and Tenant rents from Landlord, for an Initial Term (as defined in Article 3 of the Lease) and a Term commencing January 1, 2014, and continuing to and including December 31, 2088, as such dates shall be adjusted pursuant to Article 3 hereof and subject to prior termination as hereinafter provided, the

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premises to include both the real property and a building and other improvements located at the northeast corner of Chicago Avenue and Keeney Avenue in the City of Evanston, County of Cook, State of Illinois and together with all improvements, appurtenances, easements and privileges belonging thereto, all as identified on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan"), and as legally described in Exhibit "B" attached hereto and made a part hereof and hereinafter collectively referred to as the "Leased Premises." The "Leased Premises" is part of the Shopping Center defined above and as legally described on Exhibit "B-1". The terms "Building" and "Site Improvements" as used herein, shall mean the building(s) and those improvements (other than the Building) respectively that Tenant may construct from time to time on the Leased Premises, all as provided in the Lease.

The Amended and Restated Lease, among other things, contains the following provisions:

EXCLUSIVES

8. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center will be used for the operation of 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. In addition, Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center will be for the sale of so-called health and/or beauty aids and/or drug sundries. Furthermore, Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no other portion of the Shopping Center will be used for the operation of a business in which prepackaged food items for off premises consumption are offered for sale, nor the operation of a business in which greeting cards are offered for sale in more than 50 square feet of floor area and/or the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) and/or photographic film are offered for sale. Notwithstanding the above, one full line camera store (not having a "one hour" photofinishing or similar express photofinishing) may offer for sale photofinishing services and photographic film. In the event that Tenant files suit to enforce the foregoing restrictions, Landlord agrees to (i) cooperate fully with Tenant in the prosecution of any such suit, and (ii) reimburse Tenant for all of the attorneys' fees and court costs incurred by Tenant in connection with such suit, notwithstanding its resolution if such suit results from an act or omission by Landlord or its agents.

Notwithstanding the foregoing, the above restrictions shall not apply to the operation of a business in the Shopping Center operating under a lease in existence prior to the date of July 1, 1993, provided, however, (i) Landlord shall not amend any such existing lease so as to allow the operation of a business in violation of the

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foregoing exclusive use restriction, such as by way of example and without limitation, amending any existing use and/or assignment or subletting provisions contained in such leases and, provided further, (ii) that if Landlord has the right to withhold consent to any assignment or sublet under any such existing lease, Landlord will not consent to any assignment or sublet under any such lease to a use in violation of the foregoing exclusive use restrictions. Landlord shall enforce any use provisions contained in any such existing lease which prohibit or restrict such tenant from operating a business in violation of the foregoing exclusive use restrictions; in the event Landlord shall fail or refuse to so enforce any such use provision, Tenant shall be deemed to have been assigned Landlord's right to enforce such use provision and all costs incurred by Tenant in the event of such enforcement (including without limitation attorneys' fees and costs) shall be reimbursed to Tenant from Landlord.

If Tenant shall discontinue any of the above exclusives for a period in excess of six continuous months (so long as such discontinuance is not due to Tenant's Construction, remodeling, fire, casualty, repairs, strike, temporary loss of licenses, or other causes beyond Tenant's control) then the above restriction pertaining to such discontinued use 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 against the Shopping Center as herein set forth.

(b) In addition, Landlord shall not permit or suffer any other occupant of Shopping Center to use any premises or any portion thereof and Tenant shall not use or the Leased Premises or any portion thereof for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, a theater of any kind, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store (except that a nationally recognized second hand store such as Plato's Closet or Once Upon a Child shall not be prohibited), auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club, a spa consisting of more than 2,400 square feet, blood bank which compensates donors, massage or tattoo parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks any use which may require water and sewer services in excess of the capacities allocated to the Leased Premises by any governmental authority, a church, temple, synagogue, mosque, or other house of worship, or any facility for the sale of paraphernalia for use with illicit drugs. In addition, Landlord shall not permit or suffer any other occupant of Shopping Center to use any

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premises or any portion thereof for purposes of an office use (except incidental to a retail business and legal, banking, real estate, medical, accounting, insurance and financial offices not exceeding a total of 3,690 square feet in the aggregate shall be permitted) or a restaurant (except that one restaurant containing no more than 2,460 square feet shall be permitted).

RIGHT OF FIRST OPPORTUNITY

24. (a) In the event that (i) the Leased Premises is a separate real estate tax parcel and (ii) Landlord elects to voluntarily sell 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, Landlord shall first notify Tenant in writing of its intent to sell, setting forth the specific terms and conditions upon which Landlord will offer the Leased Premises for sale. From and after such written notice to Tenant, Tenant shall have the first right to meet such terms of sale which option shall be for a period of fifteen (15) business days. If, during said fifteen (15) business day option period, Tenant fails to notify Landlord of its willingness to meet the terms of the proposed sale, Tenant's first right to purchase shall be ineffective, provided that Landlord may not sell the Leased Premises for a purchase price less than the purchase price and terms offered Tenant and this Lease shall continue otherwise on all of the terms, covenants and conditions in this Lease. In the event Landlord desires to sell the Leased Premises for a purchase price less than the purchase price offered to Tenant, Landlord must again offer the Leased Premises to Tenant as provided above. If the Leased Premises shall be conveyed to Tenant under this Right of First Opportunity any prepaid rent shall be proportioned and applied on account of the purchase price.

(b) Tenant's election not to exercise its Right of First Opportunity shall not prejudice Tenant's rights hereunder as to any further sale of the Leased Premises. The terms and conditions contained in this Article shall be binding upon the heirs, successors and assigns of Landlord.

(c) This Article shall only apply to the extent that the Leased Premises is a separate tax parcel and Landlord intends to sell only the Leased Premises independent of the balance of the Shopping Center.

* * * * *

Provisions for 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 Amended and Restated 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 Amended and Restated 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

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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 Amended and Restated 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 Amended and Restated Lease and this Memorandum of Amended and Restated 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 Amended and Restated Lease.

[SIGNATURE PAGE FOLLOWS]

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

Tenant:

Landlord:

BOND DRUG COMPANY OF ILLINOIS, LLC,
an Illinois limited liability company

SOUTHPOINT PLAZA II, LLC
an Illinois limited liability company

By [Signature]
Name: Robert M. Silverman
Title: Vice President

By [Signature]
Name: Monte A. Spousin
Title: Manager

Witnesses:

Witnesses:

[Signature]
[Signature]

[Signature]
[Signature]

(Notary and exhibit pages follow)

CLERK'S OFFICE OF COOK COUNTY

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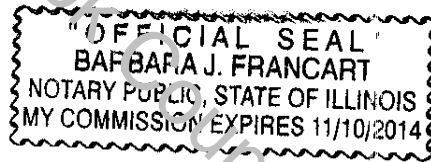
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M. Silverman, personally known to me to be the Vice President of BOND DRUG COMPANY OF ILLINOIS, 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 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 5th day of June, 2013.

My commission expires:

Barbara J. Francart
Notary Public



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STATE OF Illinois)
) SS
COUNTY OF Lake)

I, a Notary Public, do hereby certify that Monte C. Strusiner, personally known to me to be the Manager of SOUTHPOINT PLAZA II, LLC, 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 given by the members of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 12th day of June, 2013.

My commission expires:

Martha Miller Burman
Notary Public



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NEC of Chicago & Keeney
Evanston, IL (Store #15364)

EXHIBIT "A"

SITE PLAN

1 of 3

Property of Cook County

SITE PLAN

MATERIAL LEGEND

- Asphalt Paved
- Concrete Paved
- Grass
- Gravel
- Impervious
- Permeable
- Water
- Water Table
- Water Table Elevation
- Water Table Slope
- Water Table Depth
- Water Table Direction
- Water Table Velocity
- Water Table Discharge
- Water Table Infiltration
- Water Table Evaporation
- Water Table Transpiration
- Water Table Sublimation
- Water Table Condensation
- Water Table Precipitation
- Water Table Runoff
- Water Table Inflow
- Water Table Outflow
- Water Table Storage
- Water Table Release
- Water Table Retention
- Water Table Accumulation
- Water Table Depletion
- Water Table Recharge
- Water Table Discharge
- Water Table Infiltration
- Water Table Evaporation
- Water Table Transpiration
- Water Table Sublimation
- Water Table Condensation
- Water Table Precipitation
- Water Table Runoff
- Water Table Inflow
- Water Table Outflow
- Water Table Storage
- Water Table Release
- Water Table Retention
- Water Table Accumulation
- Water Table Depletion
- Water Table Recharge

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ILLINOIS CONSTRUCTION CODES AND ORDINANCES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

OWNER: NEC OF CHICAGO & KEENEY
PROJECT: 15364
DATE: 11/11/11
SCALE: AS SHOWN
PROJECT NO.: 6001

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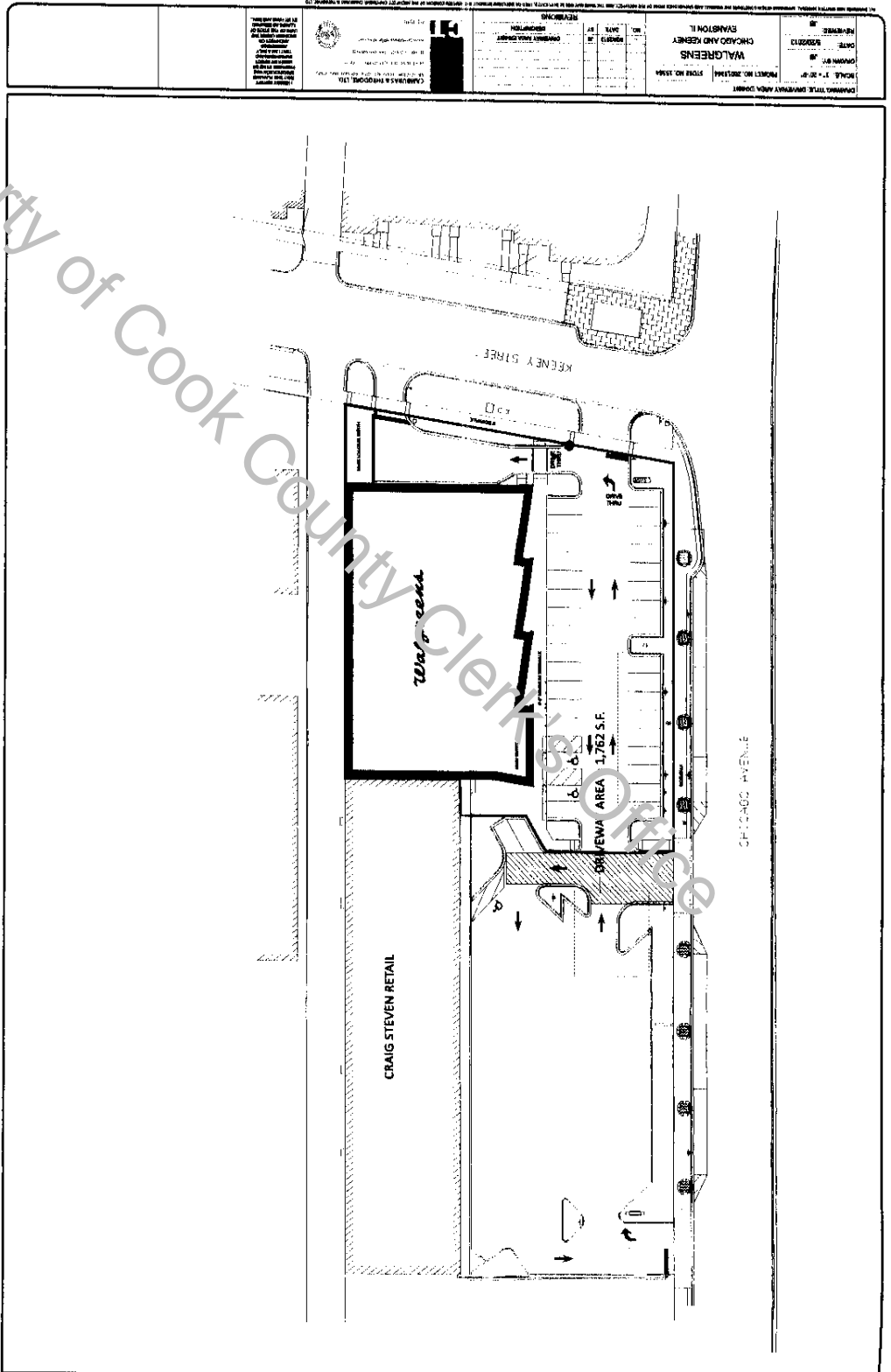
NEC of Chicago & Keeney
Evanston, IL (Store #15364)

EXHIBIT "A"

SITE PLAN

2 of 3

DRIVEWAY



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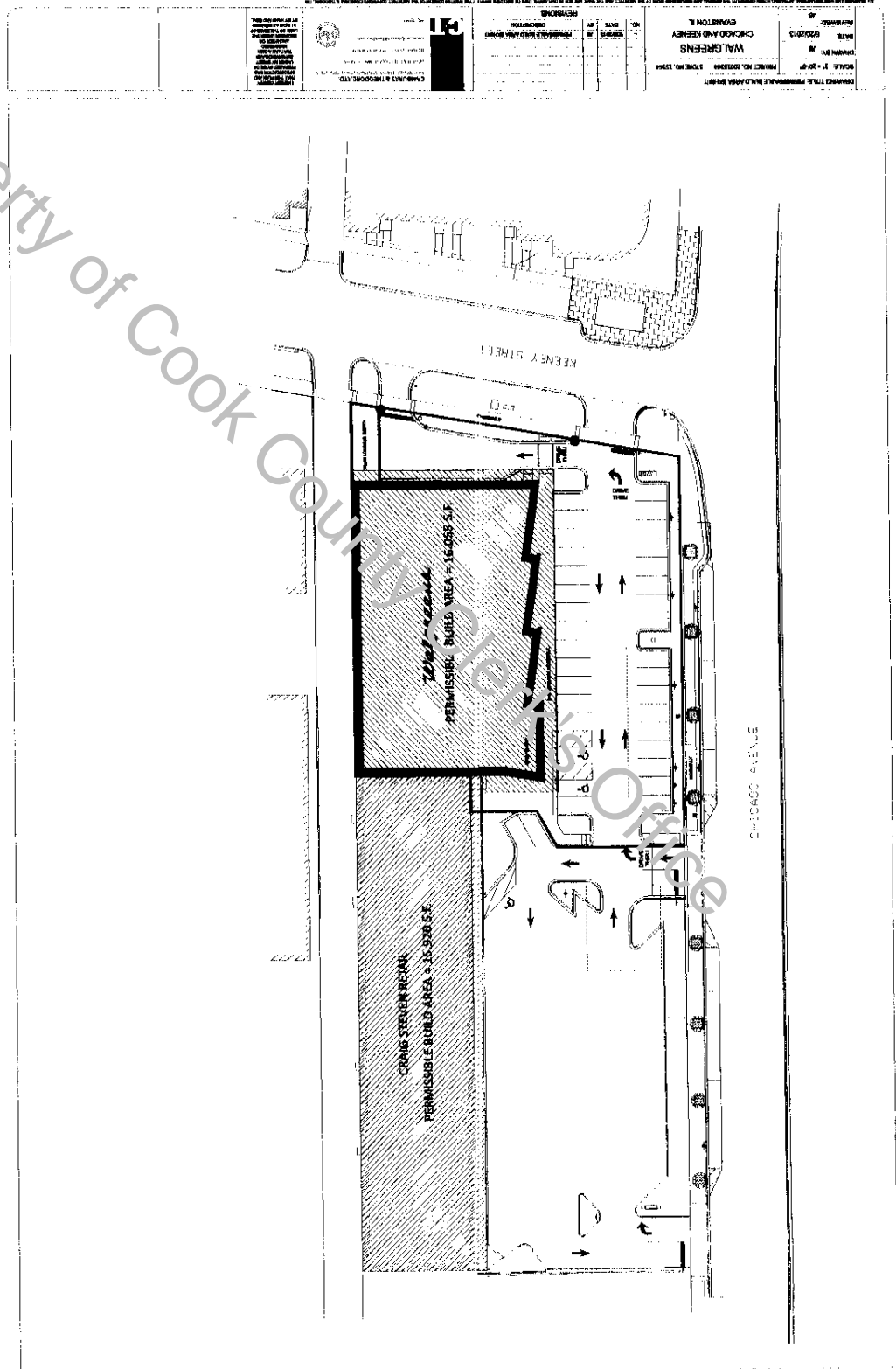
NEC of Chicago & Keeney
Evanston, IL (Store #15364)

EXHIBIT "A"

SITE PLAN

3 of 3

PERMISSIBLE BUILD AREA



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EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

That part of Lot 1 of the Southpoint Consolidation of Lots 11 to 18, both inclusive, in Block 2 in Kedzie and Keeney's Addition to Evanston in the West half of the Southeast quarter of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, per the Plat recorded March 7, 1984 as Document No. 26996718, more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, thence on an assumed bearing South 89°51'52" East along the South line of said Lot 1, a distance of 173.40 feet to the Southeast corner of Lot 1; thence North 08°54'12" West along the East line of said Lot 1, a distance of 182.19 feet to the Southeast corner of an existing 1-story brick building; thence South 81°05'58" West along the South face of an existing 1-story brick building, a distance of 68.01 feet; thence North 08°55'35" West, a distance of 17.79 feet; thence South 81°04'25" West, a distance of 26.31 feet; thence North 39°07'45" West, a distance of 20.74 feet; thence South 80°45'25" West, a distance of 66.49 feet to the West line of said Lot 1 also being the East line of Chicago Avenue; thence South 08°54'02" East along the last described line, a distance of 190.25 feet to the point of beginning, in Cook County, Illinois

NEC OF CHICAGO AVENUE and KEENEY STREET
 EVANSTON, IL
 11-19-407-028

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EXHIBIT "B-1"

LEGAL DESCRIPTION OF SHOPPING CENTER

LOT 1 OF THE SOUTHPORT CONSOLIDATION OF LOTS 11 TO 18, BOTH INCLUSIVE, IN BLOCK 2 IN KEDZIE AND KEENEY'S ADDITION TO EVANSTON IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14, EAST FO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER PLAT RECORDED MARCH 7, 1984, AS DOCUMENT NO. 26996718.

NEC OF CHICAGO AND KEENEY STREET
EVANSTON, IL
11-19-407-028

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