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Doc#: 1326219083 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2013 12:40 PM Pg: 1 of 10

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RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015
Store #15667

This Instrument Prepared by:
Kristina S. Raymond
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 10th day of September 2013, between 122 PROPERTY, LLC, an Illinois limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

Pursuant to a lease of even date herewith between the parties hereto (the "Lease"), Landlord leases to Tenant, and Tenant rents from Landlord for the term commencing April 1, 2014, and continuing to and including March 31, 2064, as such dates shall be adjusted pursuant to the Lease and subject to prior termination as therein provided, a premises located in the City of Chicago, County of Cook, State of Illinois, consisting of approximately 16,266 square feet of first floor space (the "Leased Premises") and together with all improvements, appurtenances, easements and privileges belonging thereto in the building located at the real property located at the Northwest corner of Michigan Avenue and Adams Street at the real property commonly known as 122 South Michigan Avenue, Chicago, Illinois (the "Building"), all as shown on the plan attached hereto and made a part hereof as Exhibit "A". The legal description of the real property containing the Building (the "Real Property") is attached hereto as Exhibit "B-1", and the legal description of the Leased Premises is attached hereto as Exhibit "B-2".

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The 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 Building owned by Landlord nor any additional property which Landlord, directly or indirectly, may now or hereafter own, lease or control, and which is contiguous to, or which is within three hundred (300) feet of any boundary of, the Real Property (collectively "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 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; (ii) the operation of a medical diagnostic lab and/or the provision of treatment (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 (other than as part of a medical, dental physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection (iii)); (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises (other than any full-service restaurant, counter-service restaurants and fast food establishments, regardless of whether food is to be consumed on or off premises); (v) 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, excluding Getty Images (U.S.), Inc., or its corporate successor; (vi) the operation of a business in which greeting cards and/or gift wrap are offered for sale (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale (provided that same shall not restrict the operation of restaurants). With respect to any space in the Building above the first (ground) floor, the foregoing shall not apply to any portion of the Building owned or leased by National-Louis University, or its successor in interest. 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 the 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. Landlord and Tenant acknowledge that as of the Effective Date, the University Parcel is not owned by Landlord and shall not be restricted by this subsection (a) or subsection (b) below; provided, that if Landlord shall later acquire or otherwise own or control all or any portion of the University Parcel same shall be part of Landlord's Property and shall be bound by all restrictions set forth in this Article 8.

(b) In addition, Landlord shall not permit or suffer any other occupant of Landlord's Property to use any premises or any portion thereof for purposes of an adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, the operation of a so-called "dollar" or similar store which sells and/or

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advertises the sale of any products then also typically sold in a Walgreens drug store at a specific price point or below a specific deeply-discounted price level (e.g., a "dollar" or "\$99" store), massage or tattoo parlor, a bowling alley, roller rink, billiards or pool hall, firearms/shooting range, flea market, warehouse, facility that performs on-site dry cleaning, the outdoor housing or raising of animals, any industrial use (including, without limitation, any manufacturing, smelting, rendering, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development, any use involving the use, storage, disposal or handling of hazardous materials (other than small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for general office purposes) 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, an off-track betting establishment or other gambling establishment (other than the sale of lottery tickets), any facility for the sale of paraphernalia for use with illicit drugs, or any use which creates a nuisance.

MISCELLANEOUS

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.

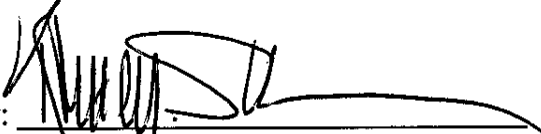
This Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of Cook County, Illinois, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease and this Memorandum of 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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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease, under seal, as of the day and year first above written.

WALGREEN CO.

122 PROPERTY, LLC

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

By: _____
 Print Name: _____
 Its: _____

Witnesses:

Janyce Hubbert
Rosemarie Harvey

Witnesses:


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


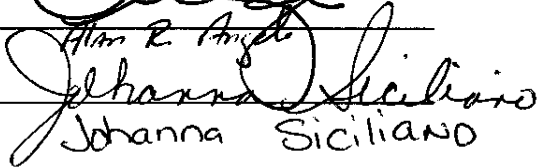
WALGREEN CO.

122 PROPERTY, LLC

By: _____
Print Name: _____
Its: _____

By: 
Print Name: GERARD VALERIS
Its: MANAGER

Witnesses:

Witnesses:

Alan R. Angelo

Johanna Siciliano

Property of Cook County Clerk's Office

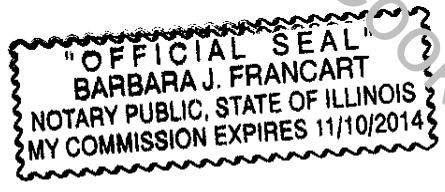
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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M. Selnerman personally known to me to be the Dir. V.P. 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 Dir. V.P. 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 4th day of sept, 2013.

My commission expires: Barbara J. Francart
Notary Public



STATE OF _____)
) SS
COUNTY OF _____)

I, a Notary Public, do hereby certify that _____, personally known to me to be the _____ of 122 PROPERTY, 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 acknowledged that he signed and delivered the said instrument as such _____ of said limited partnership, pursuant to authority given by the partners of said limited partnership, as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2013.

My commission expires: _____
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that _____, personally known to me to be the _____ 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 _____ 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 ____ day of _____, 2013.

My commission expires: _____
Notary Public

STATE OF New Jersey)
) SS
COUNTY OF Atlantic)

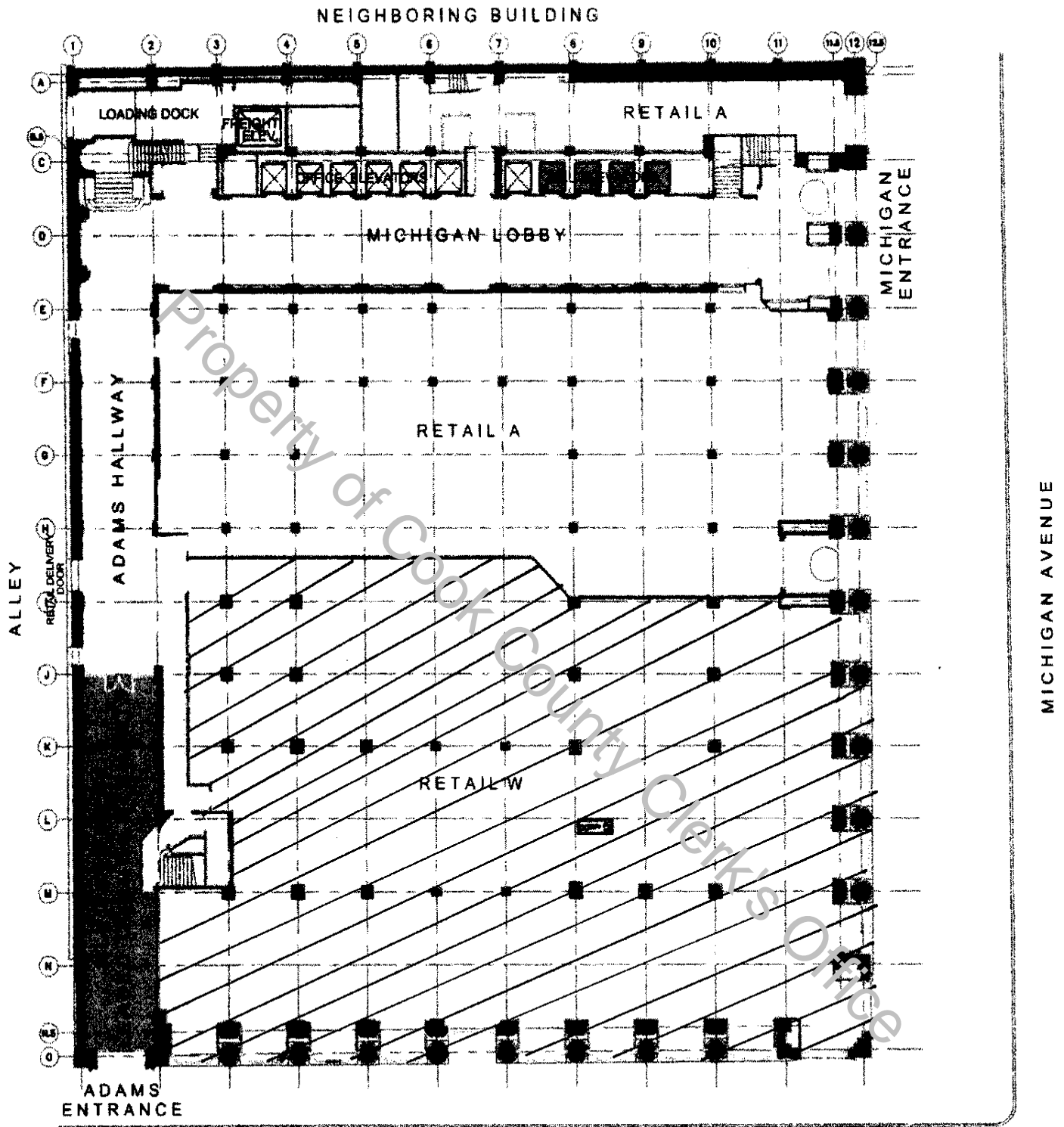
I, a Notary Public, do hereby certify that Gerardo Valentin, personally known to me to be the MANAGER of 122 PROPERTY, LLC, an Illinois limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person acknowledged that he signed and delivered the said instrument as such MANAGER of said limited partnership, pursuant to authority given by the partners of said limited partnership, as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the purposes therein set forth.

Given under my hand and notarial seal this 5 day of September, 2013.

My commission expires: _____
Johanna Siciliano
Notary Public

Johanna Siciliano
Notary Public
New Jersey
My Commission Expires **2/7/2016**
No. 2404149

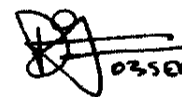
EXHIBIT "A" UNOFFICIAL COPY SITE PLAN



ADAM'S STREET

-  = LEASED PREMISES
-  = COMMON ELEMENTS

EXHIBIT A - SITE PLAN
 FIRST FLOOR
 122 S. MICHIGAN AVENUE

 03 SEP 2012

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EXHIBIT "B-1"

LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY) ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL:

EASEMENTS APPURTENANT AND TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT FROM THE CHURCH FEDERATION OF GREATER CHICAGO TO THE PEOPLES GAS LIGHT AND COKE COMPANY DATED MAY 30, 1972 AND RECORDED JUNE 13, 1972 AS DOCUMENT NUMBER 21937644 TO CONSTRUCT, RECONSTRUCT, RENEW, REPLACE, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A GAS MAIN OR PIPES AND SUCH DRIPS, VALVES, FITTINGS, METERS AND OTHER EQUIPMENT AS MAY BE NECESSARY OR CONVENIENT FOR SUCH OPERATION, OVER THE FOLLOWING DESCRIBED LAND: THE WEST 8 FEET AND 9 AND A HALF INCHES OF THE NORTH HALF OF LOT 5 OF BLOCK 4 OF FRACTIONAL SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

1229 Michigan Ave., Chicago, IL 60603

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EXHIBIT "B-2"

LEGAL DESCRIPTION OF LEASED PREMISES

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 91.22 FEET; THENCE NORTH 89°37'31" WEST 19.05 FEET; THENCE NORTH 00°22'29" EAST 0.79 FEET; THENCE NORTH 89°34'34" WEST 45.46 FEET; THENCE NORTH 44°37'31" WEST 11.14 FEET; THENCE NORTH 89°37'31" WEST 74.91 FEET; THENCE SOUTH 00°14'45" WEST 45.82 FEET; THENCE SOUTH 89°45'15" EAST 4.81 FEET; THENCE SOUTH 00°14'45" WEST 5.54 FEET; THENCE SOUTH 89°45'15" EAST 4.58 FEET; THENCE SOUTH 00°14'45" WEST 14.44 FEET; THENCE NORTH 89°45'15" WEST 16.74 FEET; THENCE SOUTH 00°19'44" WEST 35.12 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID TRACT 154.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.