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PREPARED BY AND WHEN
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Eric Bjorkman, Esq.
Jewel Food Stores, Inc.
250 East Parkcenter Boulevard
Legal Department
Boise, Idaho 83706

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/28/2018 02:35 PM PG: 1 OF 7

(The space above this line is for Recorder's use.)

MEMORANDUM OF USE RESTRICTION AGREEMENT

THIS MEMORANDUM OF USE RESTRICTION AGREEMENT (this "Memorandum") is made and entered into as of the 8th day of August 2018, by and among Henry E. Paetsch and Antoinette E. Paetsch (collectively, "Landlord"), Hapco Drugs, Inc., an Illinois corporation, d/b/a New England Pharmacy ("Tenant"), and Jewel Food Stores, Inc., an Ohio corporation ("Company").

WITNESSETH:

WHEREAS, Tenant leases from Landlord that certain leased premises located at 6918 W. Archer Avenue, Chicago, Illinois 60638, consisting of approximately 3,200 square feet (the "Leased Premises") which is located on the property more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, Tenant operates a pharmacy business (the "Pharmacy") on the Leased Premises; and

WHEREAS, Tenant and Company have entered into an Asset Purchase Agreement ("APA") under which Company has agreed to purchase from Tenant some of the Pharmacy's assets; and

WHEREAS, as a condition to Company closing under the APA, Landlord, Tenant and COMPANY entered into a Use Restriction Agreement dated August 8, 2018 (the "Agreement") as more particularly described in the Agreement and this Memorandum; and

WHEREAS, it is the desire and intent of the parties hereto to summarize the Agreement and incorporate by reference all terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

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1. The foregoing Recitals are incorporated herein.
2. For the period commencing on the Transfer Date (as defined in the APA) and ending two (2) years thereafter, Landlord agrees that no business selling merchandise which, under the laws of the State where the Property is located, is required to be dispensed by or under the supervision of a registered or licensed pharmacist, will be operated on the Property.
3. The terms, conditions and provisions of the Agreement relating to the restrictions on the use of the Property shall extend to and be binding upon the successors and assigns of the parties hereto for the duration of the Agreement.
4. In the event of any conflict between the Agreement and this Memorandum, the Agreement shall control.
4. Capitalized terms set forth in this Memorandum shall have the same meanings ascribed for such capitalized terms in the Agreement.
5. This Memorandum may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Electronic copies (e-mail and facsimile) will be deemed originals for all purposes.

[The remainder of this page has been intentionally left blank.]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Landlord has executed this Memorandum as of the day and year first above written.

LANDLORD:

Henry E. Paetsch

Henry E. Paetsch

By: Henry E. Paetsch

STATE OF Illinois)
) ss.
County of Cook

On this 5 day of August 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry E. Paetsch and acknowledged to me that the said instrument is a free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

May 5, 2022

[Signature]
Notary Public in and for the
State of Illinois
Residing at Cook County, Illinois



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IN WITNESS WHEREOF, Landlord has executed this Memorandum as of the day and year first above written.

LANDLORD:

Antoinette E. Paetsch

Antoinette E. Paetsch

By: Antoinette E. Paetsch

STATE OF Illinois)
) ss.
County of Cook)

On this 5 day of May 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Antoinette E. Paetsch, and acknowledged to me that the said instrument is a free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

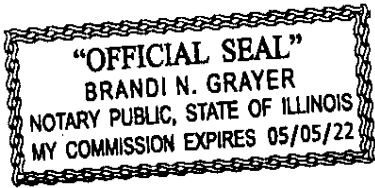
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

May 5, 2022

[Signature]

Notary Public in and for the
State of Illinois
Residing at Cook County Illinois



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IN WITNESS WHEREOF, Tenant has executed this Memorandum as of the day and year first above written.

TENANT:

Hapco Drugs, Inc., d/b/a New England Pharmacy

By: Henry E. Paetsch
Name: Henry E. Paetsch
Its: PRES.

STATE OF Illinois)
) ss.
County of Cook)

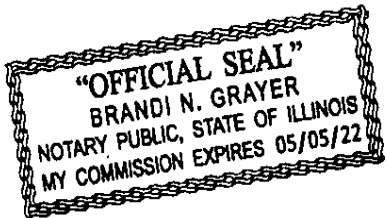
On this 5 day of August 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Henry E. Paetsch, to me known to be the authorized signatory of Hapco Drugs, Inc., d/b/a New England Pharmacy, the entity that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

May 5, 2022

Brandi N. Grayer
Notary Public in and for the
State of Illinois
Residing at Cook County Illinois



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IN WITNESS WHEREOF, Company has executed this Agreement as of the day and year first above written.

JEWEL-OSCO:

Jewel Food Stores, Inc., an Ohio corporation

By: [Signature] EB

Name: JOEL GUTH

Its: AUTHORIZED SIGNATORY

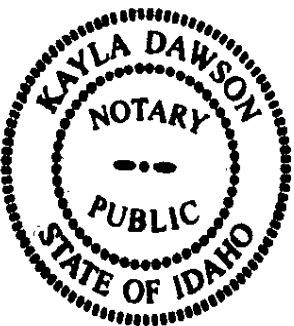
STATE OF Idaho)
) ss.
 County of Ada)

On this 8th day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Guth to me known to be the authorized signatory of Jewel Food Stores, Inc., an Ohio corporation, the entity that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: 12/14/22

[Signature]
 Notary Public in and for the
 State of Idaho
 Residing at Boise, ID



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EXHIBIT "A"

Legal Description

Lots 24, 25 and 26 in Block 25 in Frederick H. Bartlett's Third Addition to Bartlett Highlands, a subdivision in the Southwest Quarter of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel numbers: 19-07-328-033, 19-07-328-034 and 19-07-328-035.

Property of Cook County
Recorder of Deeds
Clerk's Office