

Recording Requested By,  
And When Recorded, Return To:

Jetco Properties, Inc.  
c/o Albertson's, Inc.  
250 Parkcenter Boulevard  
Boise, ID 83726  
Attn.: Vice President, Real Estate Law (Re: #01-1919)



**LIMITED EXCEPTION TO DEED RESTRICTION,  
AND RIGHT OF FIRST REFUSAL AGREEMENT**

(Former Jewel #01-1919)

This Limited Exception to Deed Restriction, and Right of First Refusal Agreement ("Agreement") is made as of the 4<sup>th</sup> day of October, 1999, by and between Jetco Properties, Inc., a Delaware corporation ("**Jetco**"), American National Bank and Trust Company, a National Banking Association, under Trust Agreement dated June 17, 1998, and known as Trust Number 124218-06 ("**Owner**"), and Donald C.V. Tierney d/b/a Ridge Pharmacy ("**Ridge Pharmacy**"). Jetco, Owner, and Ridge Pharmacy may be referred to herein from time to time individually as a "**Party**" or collectively, as "**Parties**".

**RECITALS**

- A. Jetco is the former owner of certain real estate located at 1919 Lake Avenue, Wilmette, Illinois, and known as PIN 05 33 102 009 and 05 33 102 010 ("**Property**"), which is legally described in Exhibit "A" attached hereto and incorporated herein by reference.
- B. Jetco conveyed the Property to Optima Wilmette West Limited Partnership, an Illinois limited partnership ("**Optima**"), pursuant to that certain Special Warranty Deed ("**Deed**"), dated September 8, 1998, and recorded in the Official Records of Cook County, Illinois, on September 14, 1998, as Document No. 98818349.
- C. Exhibit "B" to the Deed includes an express prohibition against the Property being used as a drug store or pharmacy, among other things, for a period of ten (10) years. Paragraph 4 of Exhibit "B" to the Deed states, "The Property may not be used for the purposes of a grocery store, food store, convenience store, liquor store, drug store or pharmacy for a period of ten years commencing September 9, 1998." ("**Pharmacy Prohibition**").
- D. Optima conveyed the Property to Owner pursuant to that certain Deed In Trust - Quit Claim, dated September 9, 1998, and recorded in the Official Records of Cook County, Illinois, on September 14, 1998, as Document No. 98918350.

1081  
CEA Accommodation

- E. Owner now intends to sell or lease an approximately one thousand seven hundred nine (1,709) square foot portion of the Property, marked "Ridge Pharmacy" on Exhibit "B" attached hereto and incorporated herein by reference ("**Ridge Pharmacy Premises**"), to Ridge Pharmacy for use as a pharmacy / drug store.
- F. Jetco now desires to grant a limited exception to the Pharmacy Prohibition so as to allow Ridge Pharmacy to operate a pharmacy /drug store within the Ridge Pharmacy Premises only, and Ridge Pharmacy now desires to grant to Jetco a right of first refusal in the event that Ridge Pharmacy ever desires to sell its script files, sell all or a portion of the Ridge Pharmacy Premises, assign its lease for the Ridge Pharmacy Premises, or sublet the Ridge Pharmacy Premises (collectively, "**Transfer**").

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Limited Exception to Deed Restriction.** Notwithstanding anything contained in the Deed to the contrary, Ridge Pharmacy shall be allowed to operate a pharmacy / drug store within the Ridge Pharmacy Premises only, subject to each of the following conditions:

- (a) The pharmacy / drug store on the Ridge Pharmacy Premises shall occupy no more than approximately one thousand seven hundred nine (1,709) square feet;
- (b) Ridge Pharmacy, its successors, and assigns, shall strictly comply with the terms of this Agreement, including but not limited to, Section 2.
- (c) In the event that Ridge Pharmacy does not open a pharmacy / drug store on the Ridge Pharmacy Premises by December 31, 2000, this Agreement shall become of no force or effect, and the Parties hereto agree to execute and record a notice or such other documentation as may be necessary to evidence the non-effectiveness of this Agreement.
- (d) Except as expressly provided for herein, the Pharmacy Prohibition and Paragraph 4 of Exhibit "B" to the Deed shall remain in full-force and effect.

**2. Right of First Refusal.**

**2.1** If, at any time, Ridge Pharmacy determines to sell its script files, or Transfer the Ridge Pharmacy Premises, or receives an acceptable bona fide offer ("**Offer**") for such sale of script files or Transfer of the Ridge Pharmacy Premises, prior to entering into any binding agreement, Ridge Pharmacy shall provide Jetco with a written notice ("**Offer Notice**"), given to the address and in the manner provided for in this Agreement, stating Ridge Pharmacy's desire to sell its script files, or Transfer the Ridge Pharmacy Premises, and the amount, terms, and conditions of the Offer. Jetco shall have the exclusive right



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With a copy to: Jetco Properties, Inc.  
c/o Albertson's, Inc.  
P.O. Box 20  
250 Parkcenter Boulevard  
Boise, ID 83726  
Attn: Vice President, Real Estate Law (Re: #01-1919)  
Fax No. 208-395-6575

To Ridge Pharmacy: Donald C.V. Tierney  
Ridge Pharmacy  
1919 Lake Avenue  
Wilmette, IL 60091  
Fax No. 847-251-0377

With a Copy to: Edward M. Grabill, Esq.  
Olson, Grabill & Hoffman  
707 Skokie Boulevard, Suite 420  
Northbrook, IL 60062  
Fax No. 847-564-8886

To Owner: American National Bank and Trust Company, a National Banking  
Association, under Trust Agreement dated June 17, 1998, and  
known as Trust Number 124218-06  
33 North LaSalle Street  
Chicago, IL 60603  
Fax No. 312-661-5373

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

4. **Successors.** All of the rights and obligations of the Parties to this Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties.

**THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER BY JETCO, AND THE EXECUTION OF THIS AGREEMENT BY OWNER AND RIDGE PHARMACY DOES NOT CONSTITUTE A BINDING AGREEMENT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF JETCO, WHICH APPROVAL SHALL BE EVIDENCED BY THE EXECUTION OF THIS**



AGREEMENT BY OFFICERS OF JETCO, AND DELIVERY TO OWNER AND RIDGE PHARMACY.

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

AMERICAN NATIONAL BANK AND TRUST COMPANY, a National Banking Association, under Trust Agreement dated June 17, 1988, and known as Trust Number 124218-06

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

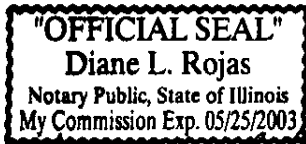
Its: \_\_\_\_\_

"OWNER"

DONALD C.V. TIERNEY,  
D/B/A RIDGE PHARMACY

*Donald C.V. Tierney*  
\_\_\_\_\_  
Donald C.V. Tierney

"RIDGE PHARMACY"



*Diane L. Rojas*

JETCO PROPERTIES, INC.,  
a Delaware corporation

ATTEST:

By: *William H. Arnold*  
\_\_\_\_\_  
William H. Arnold

By: *William H. Arnold*  
\_\_\_\_\_

Its: VICE PRESIDENT

Its: ASSISTANT SECRETARY

"JETCO"

APPROVED AS TO FORM  
ASPI LEGAL  
STEWART

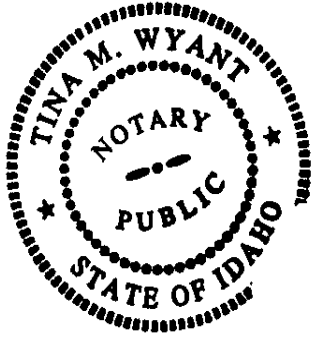
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STATE OF ~~UTAH~~ <sup>Idaho</sup> )  
COUNTY OF ~~SALT LAKE~~ <sup>Ada</sup> : S. S. )

On October 4, 1999, before me TINA M. WYANT,  
a notary public in and for such County and State, personally appeared William H. Arnold,  
Vice President and \_\_\_\_\_, X personally known to me  
or \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument, the person(s) or entity upon behalf of which the person(s) acted, executed the  
instrument.

Witness my hand and official seal.



Tina M. Wyant  
\_\_\_\_\_  
04/02/03 Notary Public

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~~EXHIBIT "A"~~

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Lots 1 and 2 in Golbach's Addition to Gross Point in the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded April 18, 1922 in Book 173 of Plats Page 25, as Document Number 7615477, in Cook County, Illinois.

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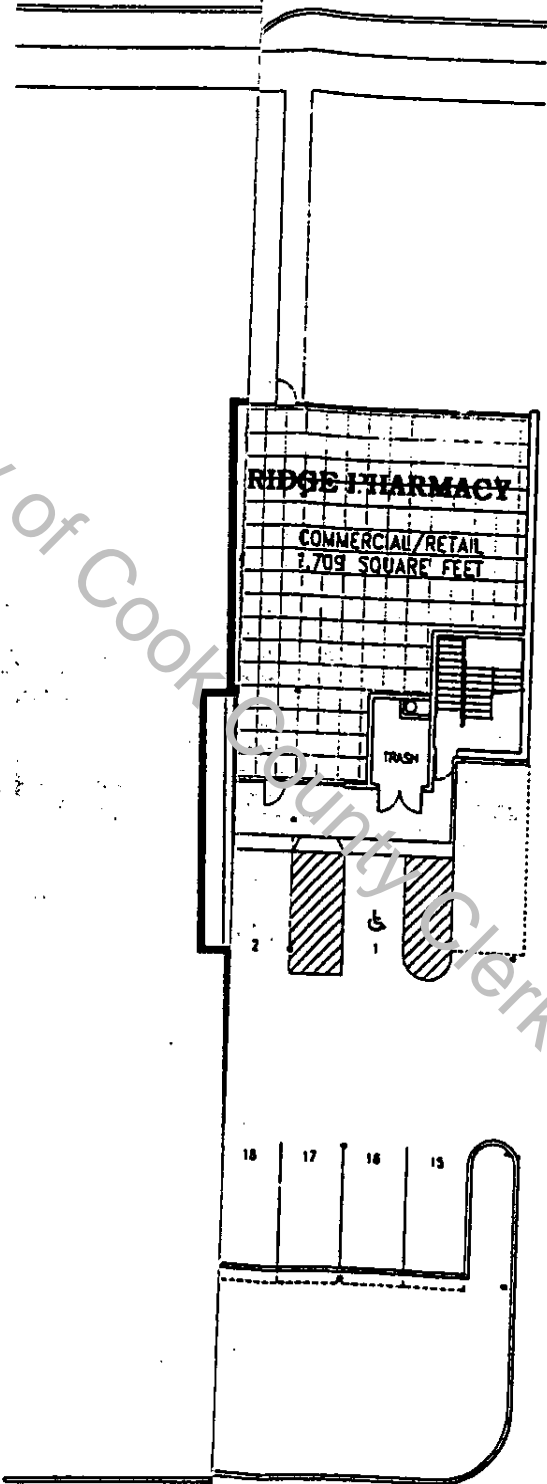


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EXHIBIT B

Property of Cook County Clerk's Office



  
LAKE COURTS  
WILMETTE