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EXHIBIT

ATTACHED TO

9930/147

DOCUMENT NUMBER

SEE PLAT BOOK

3-29-99

99301147

4033/0202 03 001 Page 1 of 11
1999-03-29 13:05:58
Cook County Recorder 79.00

RETURN RECORDED DOCUMENT TO:

WALGREEN CO.
200 Wilmot Road, Dept. #2252
Deerfield, Illinois 60015
Attn. Mary Butler

This Instrument Prepared by:
David L. Grobart
200 Wilmot Road
Deerfield, Illinois 60015



99301147

EXHIBIT ATTACHED

MEMORANDUM OF LEASE

By this Memorandum of Lease made the 19th day of January, 1999, between AMALGAMATED BANK OF CHICAGO, as Trustee under a Trust Agreement dated December 18, 1997, and known as Trust No. 5768, hereinafter called "Landlord," and BOND DRUG COMPANY OF ILLINOIS, an Illinois corporation, hereinafter called "Tenant";

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term of sixty (60) years commencing and continuing as provided in Article 3 hereof, subject to prior termination as hereinafter provided, the premises located at the northeast corner of 159th Street and Kedzie Avenue in the City of Markham, County of Cook, State of Illinois, to include a new one-story building with a double lane drive-through window and related facilities, containing not less than 112 feet of frontage facing 159th Street and not less than 135 feet of depth, being a rectangular area containing 15,120 square feet of first floor area (the "Building"), and together with all improvements, appurtenances, easements and privileges belonging thereto, all as shown on the plan attached hereto and made a part hereof as Exhibit "A" (the Building, the real estate legally described on Exhibit "B," all of the improvements to be constructed thereon as shown on Exhibit "A," shall be collectively called the "Leased Premises"). The term "Parking Areas," as used herein, shall mean those areas on the Leased Premises, outside of the Building, and improved as parking areas, landscaped areas, curbing, loading and service areas, trash enclosures and containers, light bulbs and light standards, driveways, sidewalks, parking stalls, paved areas and other similar improvements outside of the Building and on the Leased Premises.

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.

The Lease, among other things, contains the following provisions:

RECORDING FEE \$ 79.00
DATE 3/29/99 COPIES 0
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Property of COOK COUNTY

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EXCLUSIVES AND RESTRICTIONS ON USE

9. (a) (1) Landlord covenants and agrees that, during the continuance of this Lease, no other additional property which Landlord directly or indirectly may now or hereafter own or control and which is in the close vicinity of the Leased Premises (as defined in Section (i) of this Article 9) shall be used for 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. Landlord further covenants and agrees that, during the continuance of this Lease, no other additional property which Landlord directly or indirectly may now or hereafter own or control and which adjoins the Leased Premises (as defined in Section (i) of this Article 9) shall be used in violation of or for any one or more of the following: (i) the sale of so-called health and/or beauty aids and/or drug sundries, (ii) the operation of a business in which food or food stuffs are offered for sale for consumption off the premises; (iii) the operation of a business in which greeting cards and/or gift wrap are sold; and/or (iv) the sale of photofinishing services and/or photographic film. Landlord shall not be deemed in default of this Section (a) or Section (c) below, if at the time Landlord acquires any such close vicinity or adjoining additional property, an occupant thereof is then operating or has the right to operate in a manner which would otherwise be in violation of this Section (a) or Section (c) below. In the event that Tenant files suit against any third party to enforce the foregoing restrictions (or those restrictions set forth in Section [c] below), Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for the reasonable attorneys' fees and court costs incurred by Tenant in connection with such suit if Tenant shall prevail. In the event Tenant files suit against a third party to enforce the foregoing restrictions (or those restrictions set forth in Section [c] below), and if such suit was a result of any act or omission of Landlord or otherwise due to the negligence of Landlord, then in addition to the foregoing, Landlord agrees to reimburse Tenant for the reasonable attorneys fees and costs incurred by Tenant in connection with such suit, notwithstanding its resolution.

(2) If after Tenant's initial opening, any one or more of the goods and/or services for which Tenant has been granted an exclusive under Section (a)(1) above shall be discontinued or no longer sold or offered at the Leased Premises for a continuous period of one (1) year or more (except if due to fire, casualty, governmental restrictions, loss of licenses or permits, war, labor strife, strikes, inability to obtain materials or labor, any cause the fault of Landlord, riot or other causes beyond the control of the occupant of the Leased Premises), then after such one (1) year period the exclusive(s) pertaining to the good(s) and/or services(s) discontinued or no longer sold or offered at the Leased Premises shall terminate. The exclusive(s) so terminated under this Section (a)(2) shall be deemed reinstated upon the recommencement of the sale or offering of the good(s) and/or service(s) at the Leased Premises (subject to the rights of other tenants whose leases were entered into, and the rights of other users whose use commenced, during the period that the exclusive(s) had been terminated).

(b) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operation in the Leased Premises is in violation of any use restriction contained in any instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, reasonable attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations in the Leased Premises are in violation of any such restriction, Tenant, at Tenant's option, shall have the right to terminate this Lease upon thirty (30) days written notice thereof to Landlord.

(c) Landlord shall not permit or suffer any other occupant of any additional property which Landlord directly or indirectly may now or hereafter own or control and which adjoins the Leased Premises (as defined in Section (i) of this Article 9), to use such adjoining property or any portion thereof, and Tenant agrees that the Leased Premises shall in no event be used, for purposes of a cocktail lounge or bar (except in connection with a restaurant), disco, theater, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, adult bookstore, adult theater, adult amusement facility, any facility selling, renting or displaying pornographic materials or having such displays, auction house, children's play or party facility (except that such prohibition shall not prevent the operation of a children's play or party facility as an incidental part of a business whose primary purpose is the operation of a fast food restaurant with a drive through window[s]), rummage store operated similar to Salvation Army or Good Will stores, odd lot, closeout or liquidation store, flea market, educational or training facility (other than as an incidental use), blood bank, sports or exercise club, diet or weight loss clinic, the sale, display, repair or leasing of automobiles, trucks, trailers or other vehicles, a funeral establishment, pawn shop, an outdoor circus or other outdoor entertainment, outdoor meetings, a shooting gallery, off track betting establishment, refinery, any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms, for bingo or similar games of chance, car wash, car rental agency, any use which creates a nuisance, or any use which violates the industrial/commercial use limitation mandated by the NFA Letter.

(d) Landlord and Tenant covenant and agree that in the event of a violation or threat thereof of any of the provisions of Sections (a) and/or (c) above, Tenant or Landlord, as applicable, shall suffer irreparable harm and Tenant or Landlord, as the case may be, shall have no adequate remedy of law. As a result, Landlord and Tenant further covenant and agree that in the event of a violation or threat thereof of any of the provisions of Sections (a) and/or (c) above, Tenant or Landlord, as the case may be, in addition to all remedies available to it at law and/or under this Lease, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections (a) and/or (c) above.

(e) Notwithstanding the foregoing, the restrictions contained in Subsection (ii) of Section (a)(1) of this Article 9 pertaining only to "the operation of a

business in which food or food stuffs are offered for sale for consumption off the premises," as found in Subsection (ii) of Section (a)(1) of this Article 9, shall be limited as follows: (x) a video rental or sale business operated as a so-called Blockbuster Video may sell food or food stuffs in a manner consistent with the operation of business by a majority of other Blockbuster Video stores in the State of Illinois, and (y) another video rental or sale business may sell food or food stuffs incidental to such video rental or sale operation in no more than fifty (50) square feet of floor area, provided however that if a majority of Blockbuster Video stores in the State of Illinois shall from time to time devote, on average, greater than fifty (50) square feet of floor area to the sale of food or food stuffs for off the premises consumption, then the limitation under subsection (y) on food sales for a video store shall be deemed instead to permit incidental food sales equal to the average floor area from time to time devoted to food sales by the majority of Blockbuster Video stores then operating in the State of Illinois (not to exceed in any case 500 square feet of floor area). As used herein, references to the name "Blockbuster Video" shall refer to the Blockbuster Video name or such other name as may be the successor name under which the majority of the video rental stores owned or franchised by Blockbuster Video, Inc. or its successor are operated in Illinois.

(f) Notwithstanding the foregoing, the restrictions contained in Subsection (i) of Section (a)(1) of this Article 9, pertaining only to the sale of "so-called health and/or beauty aids and/or drug sundries," as found in Subsection (i) of Section (a)(1) of this Article 9, shall not apply to the sale of hair care items by a barber shop or hair salon, so long as the sale of such hair care items shall in no event exceed 10% of the floor area of any such barber shop or hair salon business.

(g) Notwithstanding the foregoing, the restrictions contained in Subsection (iii) of Section (a)(1) of this Article 9, pertaining only to "the operation of a business in which greeting cards and/or gift wrap are sold," as found in Subsection (iii) of Section (a)(1) of this Article 9, shall not apply to the sale of greeting cards and/or gift wrap as an incidental part of another primary business, provided however that in no event shall any one occupancy of any such property devote in excess of 200 square feet of such occupant's building floor area (including related aisle space), whichever is less, to the sale and display of greeting cards and/or gift wrap.

(h) Notwithstanding the foregoing, the restrictions contained in Subsection (ii) of Section (a)(1) of this Article 9, pertaining only to the "operation of a business in which food or food stuffs are offered for sale for consumption off the premises," as found in such subsection (a)(ii) of Section (a)(1) of this Article 9, shall not apply to (x) the operation of a restaurant, (y) the operation of a grocery store, supermarket or other store, provided that each such store shall occupy 8,000 square feet or more of first floor building area and the principal business of each such store shall be the sale of food or food stuffs for consumption off the premises, or (z) the operation of a store occupying 3,000 square feet or more of building floor area and whose principal and primary business is the sale of fresh fruit, fresh vegetables and

other fresh produce. Notwithstanding the foregoing provisions of this Section (h), nothing contained in this Section (h) shall permit the operation of a convenience store on any property that adjoins the Leased Premises (as defined in Section (i) of this Article 9) and is now or hereafter owned or controlled, directly or indirectly, by Landlord, including but not limited to those that are currently operated by White Hen Pantry, 7 Eleven and the like.

(i) As used in this Article 9, property shall be considered to adjoin the Leased Premises only if such property shares a common boundary with the Leased Premises (and is not used as a street, alley or right of way, i.e. property shall not be considered to adjoin the Leased Premises if it is separated from the Leased Premises by a public or private street, alley or right-of-way). As used in this Article 9, property shall be considered to be in the close vicinity of the Leased Premises if all or any portion of such property adjoins the Leased Premises or is separated from the Leased Premises only by a public or private street, alley or right-of-way or is within five hundred (500) feet of any boundary of the Leased Premises.

(j) As used in this Article 9, references to the "Landlord" shall mean and refer to the then current owner of the Leased Premises, as well as any previous Landlord for a period of one (1) year after said previous Landlord has divested itself of its interest in the Leased Premises.

RIGHT OF FIRST REFUSAL

30. (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 with a duplicate notice to the Real Estate 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). Tenant may, at Tenant's option and within ten (10) 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. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by an amount equal to the amount, if any, of the savings in broker's fees and commissions that are actually realized by Landlord due to Landlord's sale of the Leased Premises to Tenant, rather than to the offeror under the Bona Fide Offer. 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 Lease 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.

(c) Notwithstanding anything to the contrary contained in this Article 30, the terms of this Article shall not apply to (i) any transaction in which the Leased Premises is sold, together with other property, to a single purchaser, where the value assigned to the Leased Premises represents less than fifty percent (50%) of Landlord's total consideration for the transaction (a "Package Transaction"); (ii) a foreclosure sale, or (iii) a deed in lieu of foreclosure, provided however, that the terms and conditions contained in this Article shall survive the closing of any such Package Transaction, foreclosure sale, or deed in lieu of foreclosure and shall be applicable to any subsequent transaction consistent with the terms of this Article.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust property held by said Trustee, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or responsibility is assumed by nor shall at any time be asserted or enforceable against Amalgamated Bank of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all of such personal liability, if any, being expressly waived and released.

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,

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markham.mol
1/11/99

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 Lease, under seal, as of the day and year first above written.

TENANT:

LANDLORD:

BOND DRUG COMPANY OF ILLINOIS

AMALGAMATED BANK OF CHICAGO
as Trustee

ME

By

[Signature]
Vice President

By

[Signature]
Title: SENIOR VICE PRESIDENT

Print

Name Allan M. Resnick

Print

Name IRVING B. POLAKOW

Attest:

[Signature]
Assistant Secretary

Print

Name E. H. King

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, JOAN M. DICOSOLA, a Notary Public, do hereby certify that IRVING B. POLAKOW, personally known to me to be the Vice President of AMALGAMATED BANK OF CHICAGO an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, (s)he signed and delivered the said instrument as Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of January, 1999.

My commission expires:
OFFICIAL SEAL
JOAN M. DICOSOLA
Notary Public, State of Illinois
My Commission Expires 8 / 14 / 2002

Joan M. Dicosola
Notary Public

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE) Kimberly KEVANS

I, David M. Grabert, a Notary Public, do hereby certify that Allan M. Resnick and E. H. King personally known to me to be the Vice President and Assistant Secretary of BOND DRUG COMPANY OF ILLINOIS, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19th day of January, 1999.

My commission expires:
"OFFICIAL SEAL"
KIMBERLY K. EVANS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/26/2001

K. KEVANS
Notary Public

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EXHIBIT "A"

SITE PLAN APPROVED BY WALGREENS' ARCHITECT

Property of Cook County Clerk's Office

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EXHIBIT "B"

99301147

LEGAL DESCRIPTION OF LEASED PREMISES

PARCEL 1:

LOTS 14 THROUGH 32, BOTH INCLUSIVE, IN BLOCK 2 IN CROISSANT PARK MARKHAM 8TH ADDITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1926 AS DOCUMENT 9282048, EXCEPTING THEREFROM THAT PART OF LOTS 22 AND 23 IN SAID BLOCK 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 22 AND 23 A DISTANCE OF 50 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY IN THE SOUTH LINE OF SAID LOT 23; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 23 A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE PORTIONS OF THE NORTH-SOUTH AND EAST-WEST ALLEYS LOCATED AND ADJOINING LOTS 14-32 DESCRIBED ABOVE, VACATED BY ORDINANCE 94-0-1500, RECORDED APRIL 3, 1998 AS DOCUMENT 98266797 AND VACATED BY ORDINANCE 98-0-1661, RECORDED NOVEMBER 18, 1998 AS DOCUMENT 08039864.

Property Address: Northeast corner of 159th Street and Kedzie Avenue, Markham, Illinois

P.I.N.: 28-13-324-014
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