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REGISTER OF DEEDS  
DOUGLAS COUNTY, NC

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<p><b>RETURN RECORDED DOCUMENT TO:</b></p> <p>WALGREEN CO. 200 Wilmot Road, Dept. #2252 Deerfield, Illinois 60015 Attn: Ken White</p> <p><i>This Instrument Prepared by:</i> Daniel B. Perlin 200 Wilmot Road, Deerfield, Illinois 60015</p>
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**MEMORANDUM OF LEASE**

By this Memorandum of Lease ("Memorandum") made the 30<sup>th</sup> day of July, 2001, by and between VILLAGE DEVELOPMENT – 24<sup>th</sup> STREET, L.L.C., a Nebraska limited liability company ("Landlord"), and WALGREEN CO., an Illinois corporation ("Tenant");

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for a term commencing November 1, 2002, and continuing to and including October 31, 2077, as such dates shall be adjusted pursuant to Article 3 herein and subject to prior termination as hereinafter provided, the premises to include both the real property and a building and other improvements located at the northeast corner of 24<sup>th</sup> and Vinton Streets, in the City of Omaha, County of Douglas, State of Nebraska, together with all improvements, appurtenances, easements and privileges belonging thereto. The building to be erected and completed by Landlord shall include not less than 105 feet of frontage along 24<sup>th</sup> Street and not less than 138 feet of depth, being an area containing 14,490 square feet of first floor area (the "Building"). All of the foregoing shall be as shown on the site plan attached hereto and made a part hereof as Exhibit "A" (the "Site Plan"), and as legally described in Exhibit "B" hereto attached and made a part hereof. The Building, real estate and other improvements to be constructed thereon are hereinafter collectively referred to as the "Leased Premises."

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For purposes of this Memorandum, Tenant shall pay a rent of One Dollar (\$1.00) per year.

Said Lease bearing even date herewith and between the parties hereto contains, among others, the following provisions:

EXCLUSIVES (Article 8)

“(a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, 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 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 services (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; (iv) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale; (vi) the operation of a business in which prepackaged food items for off premises consumption are offered for sale; and (vii) the operation of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, 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, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, 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, a car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on Parcel A of hazardous materials or underground storage tanks, any office use (except incidental to a retail use), a restaurant, or any use which creates a nuisance. 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 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.”

RIGHT OF FIRST REFUSAL (Article 25)

“(a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises, or a portion thereof, 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) 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). In submitting the Bona

Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises, or applicable portion thereof, from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within twenty-one (21) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises, or the applicable portion thereof, 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, or said applicable portions, to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises, or the applicable portion thereof, to Tenant by warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises, or portion thereof, shall be reduced by (i) an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises, or applicable portion thereof, were sold pursuant to a Bona Fide Offer; and (ii) the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. 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 premises until it has complied with the terms of this Article. Any conveyance of the Leased Premises, or portion thereof, 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."

#### TITLE CONTINGENCY (Article 30)

"Landlord shall use due diligence to close on and acquire title to the Leased Premises, all in accordance with Landlord's contract to purchase the same. Landlord's obligations pursuant to this Lease are contingent upon Landlord's consummation of the purchase of the Leased Premises, the closing of which, if it occurs, shall occur no later than September 30, 2001. Furthermore, Landlord shall use due diligence to remove any encumbrance to which the Leased Premises is currently subject, to the extent that such encumbrance conflicts with the terms of this Lease in any manner. In the event that Landlord shall not close on and acquire title to the Leased Premises prior to September 30, 2001, then Landlord may terminate this Lease by notice to Tenant no later than ten (10) days thereafter. Upon such termination, the parties hereto shall be released of all liability to the other under this Lease, provided, however, that if Landlord, or any other person or entity related to or affiliated in any manner with Landlord (including any partners, officers, shareholders or beneficiaries of Landlord), shall at any time within two (2) years of after the date of termination pursuant to this Article 30, closes on or in any other manner acquires title or right

of possession of all or any portion of the Leased Premises then and in such event, this Lease, at Tenant's option, shall be deemed reinstated and such party so acquiring title or in any other manner, directly or indirectly, owning, leasing or controlling all or any portion of the Leased Premises, shall ratify and adopt this Lease, as Landlord. The parties hereto acknowledge that a breach of this Article 30 will leave Tenant with no adequate remedy at law and accordingly, Tenant may, at its option, seek appropriate equitable relief to enforce the provisions of this Article 30. If Landlord shall fail to exercise its option to terminate this Lease as herein provided and notify Tenant of the same as provided above, then this Article 30 shall be deemed null and void and the Lease shall continue and remain in full force and effect without this Article 30."

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 Douglas County, Nebraska, 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.

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.

By: *William A. Guil*  
Vice President

VILLAGE DEVELOPMENT - 24<sup>th</sup> STREET, L.L.C.

By: *Tamas R. Allan*  
Tamas R. Allan, Manager

Witnesses:

*David B. Perl*  
*Gayle Mahoney*

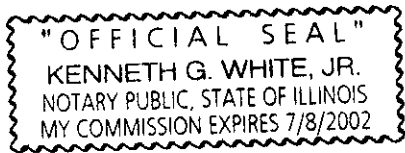
Witnesses:

*Mitzy Strand*  
*Joyce A. Rezac*

STATE OF ILLINOIS     )  
  )SS  
COUNTY OF LAKE     )

Before me, a notary public qualified for said county, personally came William A. Shiel, Vice President of WALGREEN CO., an Illinois corporation, known to me to be the Vice President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on July 30, 2001.



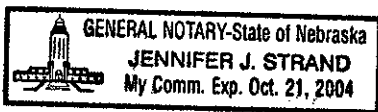
Kenneth G. White, Jr.  
Notary Public

My commission expires \_\_\_\_\_, 200\_\_.

STATE OF ~~NEBRASKA~~  
COUNTY OF LANCASTER )SS

Before me, a notary public qualified for said county, personally came THOMAS D. ALVAR, Manager of VILLAGE DEVELOPMENT – 24<sup>th</sup> STREET, L.L.C., a Nebraska limited liability company, known to me to be the Manager and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said limited liability company and that its corporate seal was thereto affixed by its authority.

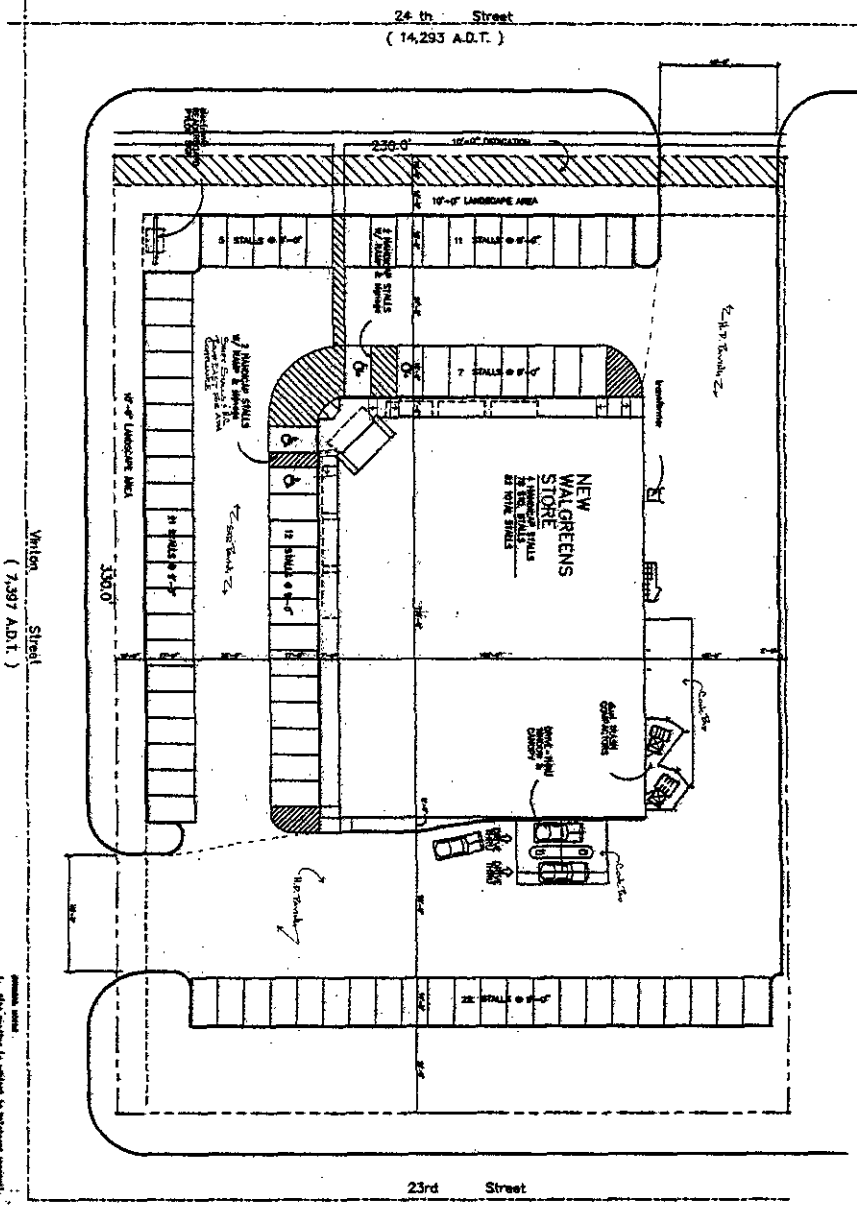
Witness my hand and notarial seal on July 21, 2001.



Jennifer Strand  
Notary Public

My commission expires \_\_\_\_\_, 200\_\_.

# Exhibit "A"



## SITE PLAN

**WALLGREENS**  
 WALLGREENS PLANNING & DESIGN  
 24th Street & Victoria Street  
 Toronto, Ontario M5G 1S1  
 Tel: (416) 593-1111  
 Fax: (416) 593-1112  
 www.wallgreens.com

NO FACILITIES PLANNING & DESIGN  
 NOT REPORTED  
 APPROVED AS NOTED  
 RESUBMIT

DATE: 1/27/01  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

1. This plan is subject to the provisions of the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2.
2. This plan is subject to the provisions of the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2.
3. This plan is subject to the provisions of the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2.
4. This plan is subject to the provisions of the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2.
5. This plan is subject to the provisions of the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2, and the Planning Act, R.S.O. 1990, Chapter P.2.

**WALLGREENS**  
 WALLGREENS PLANNING AND DESIGN  
 24th Street & Victoria Street  
 Toronto, Ontario M5G 1S1  
 Tel: (416) 593-1111  
 Fax: (416) 593-1112  
 www.wallgreens.com

PROJECT TYPE

PLANNING/OPERATIONS IN:

Residential Conversion  
 Landmark Conversion  
 All Construction (Residential, Mixed Residential, Commercial, Industrial)  
 Landmark Conversion  
 Landmark Conversion  
 Landmark Conversion

STORY BUILDING

NO. of stories:  1-2  
 3-4  
 5-6  
 7-8  
 9-10  
 11-12  
 13-14  
 15-16  
 17-18  
 19-20  
 21-22  
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 99-100

PRELIMINARY  
 NOT FOR CONSTRUCTION

**DAVIS**  
 24th Street & Victoria Street  
 Toronto, Ontario M5G 1S1  
 Tel: (416) 593-1111  
 Fax: (416) 593-1112  
 www.davis.com

NO.	DATE	REVISIONS
1	1/27/01	ISSUED FOR PERMIT
2	1/27/01	ISSUED FOR PERMIT
3	1/27/01	ISSUED FOR PERMIT
4	1/27/01	ISSUED FOR PERMIT
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99	1/27/01	ISSUED FOR PERMIT
100	1/27/01	ISSUED FOR PERMIT

PROJECT NAME: NEW WALLGREENS FACILITY  
 24th & Victoria Street  
 Toronto, Ontario

DATE: 1/27/01  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

SCALE: AS SHOWN

NO. 100

EXHIBIT "B"

LEGAL DESCRIPTION OF LEASED PREMISES

A TRACT OF LAND COMPOSED OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13,  
BLOCK 28, WILCOX 2<sup>ND</sup> ADDITION TO OMAHA, DOUGLAS COUNTY,  
NEBRASKA

SAID TRACT CONTAINS A CALCULATED AREA OF 72,771 SQARE FEET,  
MORE OR LESS.