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By

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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 SFP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
 DEL \_\_\_\_\_ SCAN *Y* \_\_\_\_\_ PV \_\_\_\_\_

RETURN RECORDED DOCUMENT TO:

**WALGREEN CO.**

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

*This Instrument Prepared by:*  
Daniel B. Perlin  
200 Wilmot Road, Deerfield, Illinois 60015

**MEMORANDUM OF LEASE AMENDMENT AND EXTENSION AGREEMENT**

By this Memorandum of Lease Amendment and Extension Agreement ("Memorandum") made the 25<sup>th</sup> day of August, 1999, by and between E. ROBERT NEWMAN, an individual, and MURRAY H. NEWMAN, individually and as Trustee under a Trust dated July 6, 1982, for the benefit of Maxwell Calvin Newman, and as Trustee under a Trust dated July 6, 1982, for the benefit of Louis Henry Newman (collectively, "Landlord"), and WALGREEN CO., an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, pursuant to a lease dated April 12, 1968, by and between MICHAEL T. LEVY, Trustee (to all right to and interest of whom Landlord has succeeded) as landlord, and WALGREEN NEBRASKA CO., a Nebraska corporation (to all right, title and interest of which Tenant has succeeded) as tenant, as modified by a letter dated March 26, 1969, and a consent letter dated November 28, 1988 (collectively, the "Lease"), Landlord leased to Tenant a certain premises containing approximately 10,700 square feet of first floor area, and approximately 4,300 square feet of floor area in the basement, commonly known as 344 North Saddle Creek Road, Omaha, Nebraska (the "Leased Premises") which is contained within a building located on a parcel of property (the "Property") which is part of the Dundee Plaza Shopping Center, such Property being legally described on Exhibit "A" attached hereto and incorporated herein and, for the term, at the rents and upon the other covenants and conditions therein provided; and

WHEREAS, Landlord and Tenant desire to modify and extend the term of said Lease as hereinafter provided;

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

Said Lease Amendment and Extension Agreement, bearing even date herewith and between the parties hereto ("Agreement") contains, among others, the following provisions:

*"Said lease and the term thereof shall be and are hereby extended for a period of four (4) years, commencing November 1, 1999, and continuing to and including October 31, 2003";*

and

*"(a) Tenant, at Tenant's sole cost and expense and without any further consent from Landlord, is hereby granted the right to erect and maintain a pylon sign with readerboard ("Pylon Sign") in the location indicated on Exhibit "B" attached hereto and incorporated herein for the display solely of Tenant's sign thereon. Such Pylon Sign shall be erected in accordance with applicable law and permit requirements and with the plans attached hereto as Exhibit "C", and incorporated herein. Tenant may make all electricity connections necessary to connect the Pylon Sign to Tenant's electric meters. Tenant shall remove all sign faces from such Pylon Sign upon the expiration of the Lease, or an early termination thereof.*

*(b) Nothing contained in the above Paragraph 4(a) shall be deemed to be a warranty, representation or covenant by Landlord that Tenant shall succeed in obtaining any permits, approvals, variances and/or consents required for such Pylon Sign (other than the*

consent of Landlord contained herein), whether from applicable government authorities or from any third party whose consent/approval may be required hereto under the terms of any agreement binding upon Tenant. Furthermore, such permits, approval variances or consents shall be obtained at by Tenant at its sole cost and expense."

Provisions for other terms, covenants and conditions of said letting, including the options on the part of the Tenant for prior termination, are set forth at length in the Agreement and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Memorandum.

This Memorandum 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 aforesaid Agreement, bearing even date herein, between the parties hereto and this Memorandum 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 Agreement.

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

70  
DBP

WALGREEN CO.

By: [Signature]  
Name: Allan M. Fernick  
Title: Vice President

By: [Signature]  
E. ROBERT NEWMAN

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnesses:  
[Signature]  
Name: Daniel B. Perlin

[Signature]  
Name: Bayle Mahoney

Witnesses:  
[Signature]  
Name: \_\_\_\_\_

[Signature]  
Name: \_\_\_\_\_

By: [Signature]  
MURRAY H. NEWMAN, individually  
and as Trustee under Trust  
Agreements dated July 6, 1982, for  
the benefit of Maxwell Calvin  
Newman and Louis Henry Newman,  
respectively

Witnesses:  
[Signature]  
Name: \_\_\_\_\_

[Signature]  
Name: \_\_\_\_\_

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

Before me, a notary public qualified for said county, personally came Arthur M. Zoswick and \_\_\_\_\_, as Vice President and \_\_\_\_\_, respectively, of WALGREEN CO., an Illinois corporation, known to me to be the identical persons who signed the foregoing instrument and severally acknowledged the execution thereof to be their voluntary act and deed as such officers 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 Aug. 25 1999.

Mary N. Butler  
Notary Public

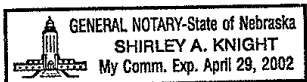
My commission expires \_\_\_\_\_, 19\_\_.



STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF Douglas )

Before me, a notary public qualified for said county, personally came E. ROBERT NEWMAN, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on August 9, 1999.



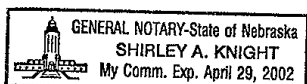
Shirley A Knight  
Notary Public

My commission expires \_\_\_\_\_, 19\_\_.

STATE OF NEBRASKA )  
                                  ) SS  
COUNTY OF Douglas )

Before me, a notary public qualified for said county, personally came MURRAY H. NEWMAN, individually and as Trustee under a Trust dated July 6, 1982, for the benefit of Maxwell Calvin Newman, and as Trustee under a Trust dated July 6, 1982, for the benefit of Louis Henry Newman, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on August 9, 1999.



Shirley A Knight  
Notary Public

My commission expires \_\_\_\_\_, 19\_\_.

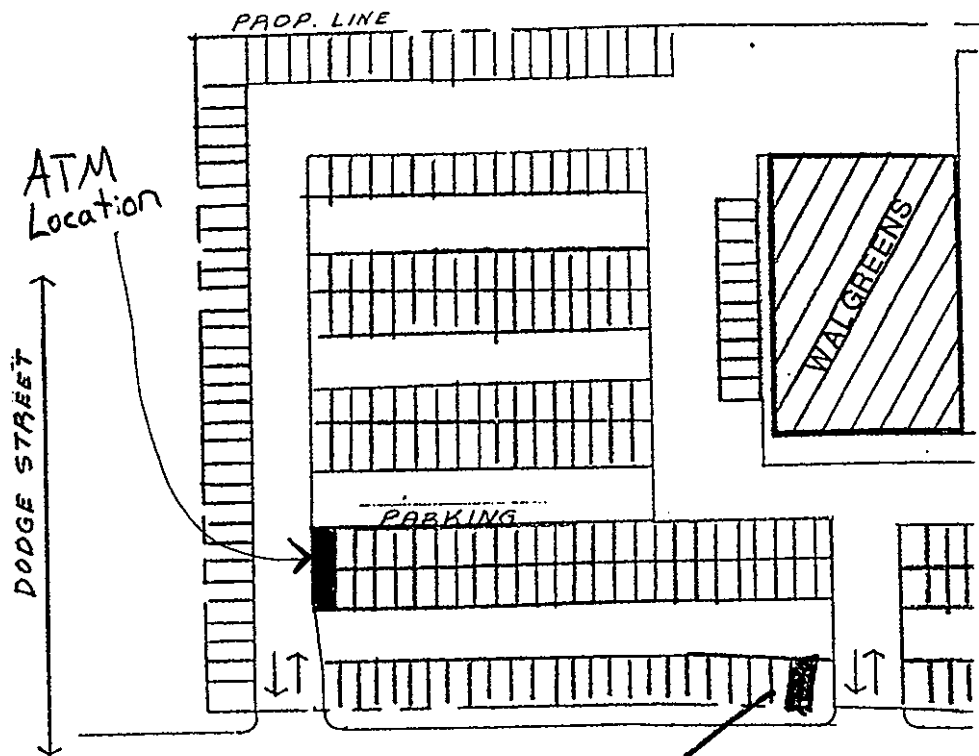
Exhibit "A"

A tract of land consisting of part of Lot 11, Lots 12 through 16, Lots 23 through 27 and part of Lot 28, Block 1; and part of Lots 11 through 16, Block 4, all in Briggs Place Addition to the City of Omaha, Douglas County, Nebraska, and of vacated streets and alleys adjacent to the above lots, more particularly described as follows:

Beginning at a point on the West line of Lot 16, Block 4, Briggs Place Addition, which is 220.00 feet North of the Southwest corner of Lot 23, Block 4, Briggs Place Addition; thence North along the East line of the Omaha Belt Line Railway right-of-way a distance of 333.94 feet; thence  $S89^{\circ} 54' E$  (assuming said East line of the Omaha Belt Line Railway to be due North and South) a distance of 312.10 feet to the West line of Saddle Creek Road; thence  $S2^{\circ} 13' W$  a distance of 58.00 feet; thence  $S3^{\circ} 22' W$  a distance of 77.93 feet; thence  $S0^{\circ} 22' W$  a distance of 199.32 feet; thence  $S5^{\circ} 35' E$  a distance of 2.20 feet, the four previous courses being along the West line of Saddle Creek Road; thence  $N89^{\circ} 16' W$  a distance of 304.40 feet to the point of beginning,

The above described tract is located in the  $NW\frac{1}{4}$ , Section 20, T15N, R13E and contains 2.36 acres more or less,

B



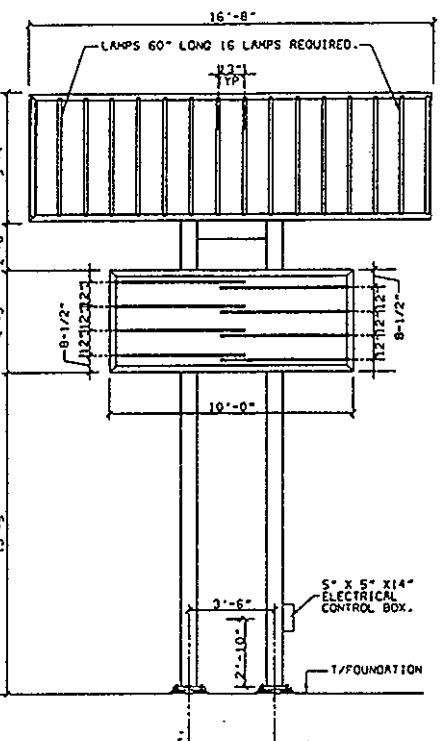
CRW  
 RIA  
 Pylon

CAPITOL AVE

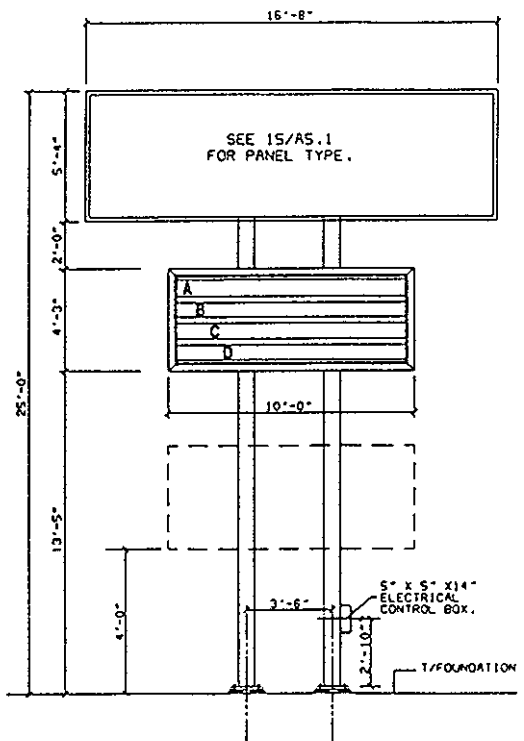
DAVENPORT ST.

C

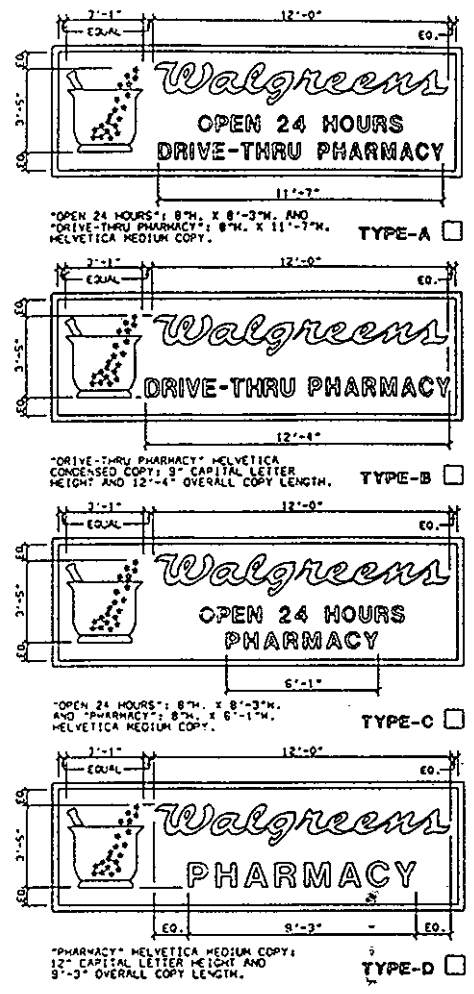
Exhibit "B"



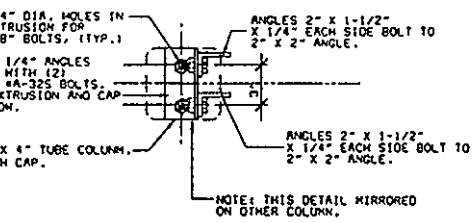
8 ELEVATION SIGN LIGHTING  
AS.1 SCALE: 1/4" = 1'-0"



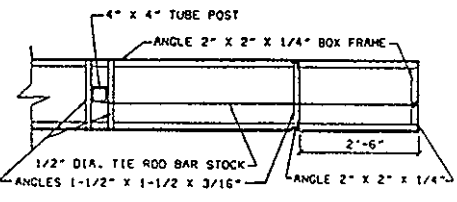
9 ELEVATION  
AS.1 SCALE: 1/4" = 1'-0"



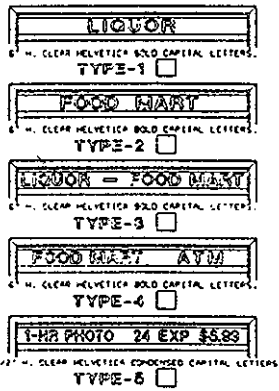
15 PRIMARY PANEL TYPES  
AS.1 NOTE: SELECT PER PROJECT REQUIREMENT



10 TOP VIEW DETAIL  
AS.1 N.T.S.



3 PLAN SECTION  
AS.1 SCALE: 1/2" = 1'-0"



14 READERBOARD PANEL  
ATTRACTION INSERT TYPES  
AS.1 NOTE: SELECT PER PROJECT REQUIREMENT

COLORS:	
STRUCTURE	CABINETS/RETAINERS: PFM OAK BRONZE COLUMNS: OAK BRONZE
FACES	PRIMARY PANEL: 3M PANAFLEX SIGN FACE WITH #820-59 "CARMINAL RED" BACKGROUND #820-36 "BLUE" MORTAR & PESTLE, WHITE STARS AND COPY. READERBOARD PANEL: ROMH & HAAS #7328 WHITE IMPACT-RESISTANT OR ACRYLIC WITH 143 LINES FOR 8" STANDARD BLACK ZIP-CHANGE COPY. TRANSLUCENT RED ATTRACTION STRIP INSERT WITH CLEAR CAPITAL LETTERS. RED TO MATCH PRIMARY PANEL.

**GENERAL NOTES:**

THE READERBOARD PYLON SIGN MUST BE INSTALLED AS THE FIRST PRIORITY IN THE CONSTRUCTION SCHEDULE.

THE FOUNDATION WITH STUBBED-IN ELECTRICAL WILL BE INSTALLED BY THE LANDLORD'S CONTRACTOR AT THE EARLIEST POSSIBLE DATE AFTER THE EXECUTION OF THE LEASE.

THE PYLON SIGN WILL BE ELECTRIFIED AS SOON AS POSSIBLE AFTER INSTALLATION.

**SHOP DRAWINGS:**  
SIGN CONTRACTOR SHALL SUBMIT 127 COPIES OF SHOP DRAWINGS TO WALGREENS FOR APPROVAL PRIOR TO CONSTRUCTION.

**ORIENTATION:**  
LONG SIDE OF FOUNDATION SHALL BE PARALLEL TO STREET. (IN CASE OF CORNER LOCATION, LONG SIDE OF FOUNDATION SHALL BE PARALLEL TO MAJOR STREET). FOR ANY VARIATION TO ABOVE, SITE CONDITIONS SHALL GOVERN PROPER ORIENTATION- AS APPROVED BY WALGREENS.

**WORK RESPONSIBILITY:**  
TURNKEY (I.L.I.) CONSTRUCTION OF DRUG STORE: FOUNDATION AND ELECTRICAL POWER SUPPLY BY LANDLORD'S CONTRACTOR. PRIOR TO INSTALLATION OF SIGN, ALL OTHER WORK BY WALGREENS SIGN CONTRACTOR.  
WALGREENS CONSTRUCTION OF DRUG STORE: FOUNDATION AND ELECTRICAL POWER SUPPLY BY WALGREENS. ALL OTHER WORK BY WALGREENS SIGN CONTRACTOR.

**COORDINATIONS:**  
FOUNDATION CONTRACTOR, PRIOR TO INSTALLING FOUNDATION, SHALL:  
1. VERIFY PERMIT REQUIREMENTS WITH WALGREENS SIGN CONTRACTOR.  
2. OBTAIN BOLT CAGE FROM WALGREENS SIGN CONTRACTOR.

**PERMITS:**  
ALL REQUIRED PERMITS SHALL BE OBTAINED BY WALGREENS SIGN CONTRACTOR.

## STRUCTURAL GENERAL NOTES