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THIS DOCUMENT WAS PREPARED BY:

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/08/2015 03:34 PM Pg: 1 of 8

AND AFTER RECORDING, MAIL DEED TO:

Blue Island MSTP LLC
c/o Mesirov Single Tenant Properties, LLC
353 N. Clark Street
Chicago, IL 60654
Attn.: Senior Managing Director

MAIL TAX STATEMENTS TO:

Blue Island MSTP LLC
c/o Mesirov Single Tenant Properties LLC
353 N. Clark Street
Chicago, IL 60654
Attn.: Senior Managing Director

(this space reserved for recorder's use only)

SPECIAL WARRANTY DEED

2320 Burr Oak Avenue, Blue Island, IL 60406
PIN: 25-30-311-037-0000 & 25-30-311-038-0000

WITNESSETH, that JETCO PROPERTIES, INC., a Delaware corporation ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by BLUE ISLAND MSTP LLC, a Delaware limited liability company ("**Grantee**"), the receipt and sufficiency whereof is hereby acknowledged, by these presents does convey and warrant with special warranty covenants unto Grantee, and its successors and assigns, all of the following described real estate, situated in the County of Cook and State of Illinois (the "**Property**"), which is legally described as follows:

See Legal Description of the Property attached hereto as **Exhibit A**.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or otherwise appertaining, except as expressly provided otherwise herein.

Grantee is purchasing the above-described Property "AS IS" "WHERE IS" subject to all defects, latent or patent. Grantee hereby waives all warranties, express or implied, regarding the condition and use of the Property including, but not limited to any warranty of merchantability or fitness for a particular purpose.

First American Title Order # NCS - 655990

CCRD REVIEWER RU

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Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, reservations, restrictions, agreements, taxes not yet due, matters of record, and any and all matters which would be disclosed by a survey or physical inspection of the Premises and improvements thereon, as of the date of this instrument.

From and after the date of this Special Warranty Deed, neither all nor any portion of the Property shall be used or occupied, for any use

(1) containing more than 10,000 square feet of gross floor area, including aisle space and storage, in any single tenant building developed on the Property, for any of the following uses, or containing more than 9,500 square feet of gross floor area, including aisle space and storage, for any tenant in any multi-tenant building developed on the Property, for any of the following uses, or

(2) as parking or access for a use on any other property of any of the following uses:

(a) as a supermarket, which shall be defined as any store primarily devoted to the retail sale of food for off-premises consumption; (b) as a bakery or delicatessen; (c) for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; (d) for the sale of alcoholic beverages for off-premises consumption; (e) for the sale of greeting cards and/or party goods; (f) for photo printing or processing, including, without limitation, one hour or less processing, and printing of digital photographs; (g) for the sale of health and beauty aids; (h) for the sale of vitamins and health supplements; (i) as a dollar store (which shall be defined as any store primarily devoted to the deep-discount retail sale of general merchandise and/or food for off-premises consumption including, without limitation, single price point retailers such as "All-a-Dollar," "99 Cents Only," "Family Dollar," "Greenbacks," "Dollar General" and "Big Lots"); or (j) for the sale or offer for sale of any pharmaceutical products requiring the services of a registered pharmacist (the foregoing use restrictions being the "Use Restrictions").

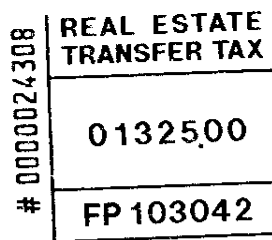
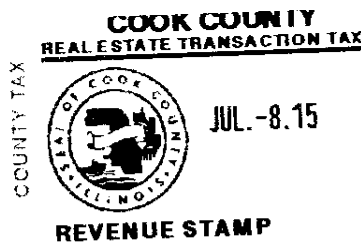
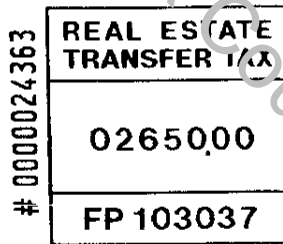
The owner(s) of the Property shall not be required to enforce any parking restrictions included in the Use Restrictions. The Use Restrictions shall run with ownership of the Property and burden the Property and shall be binding upon each owner of the Property from time to time. The Use Restrictions shall be for the benefit only of Grantor, any corporate successor to or affiliate of Grantor and any Permitted Assignee (defined below) (collectively, the "**Benefitted Parties**"). Notwithstanding the foregoing, the Use Restrictions shall not prohibit (i) any ingress and egress or other use of the Property and the property legally described in **Exhibit B** attached hereto (the "**Norman Oil Parcel**") for the benefit of other property that is permitted under any currently existing recorded easement benefitting such other property, including without limitation, that certain Grant of Easement, dated as of May 25, 1984, from Oak Burr Properties, Inc., as grantor, to First National Bank of Blue Island, as Trustee, and recorded in the official records of Cook County, Illinois, on May 25, 1984, as Document No. 27102467 ("**1984 Access Easement**"); (ii) passage between the property legally described in **Exhibit C** attached hereto (the "**Walgreens Site**") and the Property and the Norman Oil Parcel to the extent permitted under any currently existing recorded easement benefitting the Walgreens Site, including without

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limitation, the 1984 Access Easement; (iii) use of the presently existing entryway from 127th Street located partially on the Property and partially on the Walgreens Site for ingress to or egress from the Walgreens Site; or (iv) use of the Property for parking for or access to the Norman Oil Parcel or use of the Norman Oil Parcel for parking for or access to the Property (the foregoing in clauses (i)-(iv) being the "Access Exceptions").

The Use Restrictions shall terminate at such time as no Benefitted Party operates a Supermarket located within two (2) miles of the Property (any such Supermarket being a "Qualifying Supermarket"). Upon such termination, Grantor shall cause the Use Restrictions to be released by the Benefitted Party(ies) by execution of a release in form and substance reasonably acceptable to the then owner(s) of the Property. For purposes of the foregoing, the term "Permitted Assignee" shall mean the purchaser from Grantor or a Benefitted Party of a Qualifying Supermarket. The benefit of the foregoing use restriction shall not be assignable by Grantor (or any Permitted Assignee of Grantor) except to a Benefitted Party.

[Grantor's signature appears on following page.]



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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the date first above written.

GRANTOR:

JETCO PROPERTIES, INC.,
a Delaware corporation

By: [Signature]
Name: JOEL GUTH
Title: AUTHORIZED SIGNATORY

STATE OF Idaho)
County of Ada) ss.

On this 27th day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Guth, to me known to be a Authorized Signatory of **Jetco Properties, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, 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:

2/27/2020
REBECCA A. WATSON
NOTARY PUBLIC
STATE OF IDAHO

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

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EXHIBIT A

TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE PROPERTY

THE WEST HALF OF LOT 4, ALL OF LOTS 5, 10, 11, 12, 13, THE WEST 50 FEET OF LOTS 14 AND 15, ALL OF LOTS 16, 17, AND 18 (EXCEPTING FROM AFORESAID LOTS 13 AND 15 TO 18, BOTH INCLUSIVE, THAT PART THEREOF CONDEMNED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO 74L5048) IN BLOCK 4 IN FAIRMONT, A SUBDIVISION OF LOTS 2 AND 3 OF THE ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO

LOTS 1 TO 15, BOTH INCLUSIVE, AND ALL OF THE VACATED 16 FOOT PUBLIC ALLEY LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF AFORESAID LOTS 1 TO 15 AND LYING EASTERLY OF AND ADJOINING THE EASTERLY LINE AND SAID EASTERLY LINE EXTENDED SOUTHWESTERLY TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 8 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE THEREOF OF LOT 9 AND ALL OF VACATED 8 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 9, LYING EAST OF THE WEST LINE OF LOT 1 EXTENDED SOUTH AND WESTERLY OF THE EASTERLY LINE OF LOT 9 EXTENDED SOUTHWESTERLY, IN CANAVAN'S RESUBDIVISION OF LOTS 1, 2, 3 AND THE EAST 1/2 OF LOT 4 IN BLOCK 4 IN FAIRMOUNT AFORESAID, ALL IN COOK COUNTY ILLINOIS.

PIN: 25-30-311-037-0000
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EXHIBIT B

TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE NORMAN OIL PROPERTY

The Norman Oil Property is that certain real property located in the City of Blue Island, County of Cook, State of Illinois, and described as follows:

LOT 14 (EXCEPT THE WEST 50 FEET THEREOF) AND LOT 15 (EXCEPT THE WEST 50 FEET THEREOF) IN BLOCK 4 IN FAIRMOUNT, A SUBDIVISION OF LOTS 2 AND 3 IN THE ASSESSOR'S DIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOTS 14 AND 15 THAT PORTION TAKEN FOR ROAD PURPOSES IN CONDEMNATION CASE NO 74L5048 IN COOK COUNTY, ILLINOIS.

PIN: 25-30-311-031-0000

UNOFFICIAL COPY**EXHIBIT C****TO SPECIAL WARRANTY DEED****LEGAL DESCRIPTION OF THE WALGREENS SITE**

PARCEL I:

LOT 6 AND THE NORTH 24 AND 1/2 FEET OF LOT 7 IN BLOCK 4 IN FAIRMOUNT BEING A SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTH WEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE WEST 9.5 FEET TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS), ALL IN COOK COUNTY, ILLINOIS;

PARCEL II:

THE EAST 40 FEET OF LOT 9 (EXCEPT THE NORTH 25 FEET THEREOF) AND THE EAST 40 FEET OF LOT 19 IN BLOCK 4 IN FAIRMOUNT SUBDIVISION OF LOTS 2 AND 3 OF THE ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTH WEST ¼ OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF AFORESAID LOT 19; THENCE NORTHERLY ALONG THE EAST LOT LINE OF AFORESAID LOT 19 A DISTANCE OF 47.0 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 40.45 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF THE EAST 40 FEET OF AFORESAID LOT 9, SAID POINT BEING 53.6 FEET NORMALLY DISTANT NORTH OF THE SOUTH LOT LINE OF AFORESAID LOT 19; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 40 FEET OF AFORESAID LOTS 9 AND 19 A DISTANCE OF 53.6 FEET TO THE SOUTH LOT LINE OF AFORESAID LOT 19; THENCE EASTERLY ALONG THE SOUTH LOT LINE OF AFORESAID LOT 19 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS;

and


THE EAST 12 FEET OF LOT 8 (EXCEPT THE NORTH 37 FEET THEREOF) AND THE WEST 35 FEET OF LOT 9 (EXCEPT THE NORTH 37 FEET) IN BLOCK 4 IN FAIRMOUNT SUBDIVISION OF LOTS 2 AND 3 OF THE ASSESSOR'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE ABOVE DESCRIBED TRACT, THE SOUTH 11 FEET THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS) ALL IN COOK COUNTY, ILLINOIS;

Which parcels of land taken together are hereinafter referred to as Parcel II.

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PIN: 25-30-311-001-0000
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25-30-311-008-0000
25-30-311-009-0000

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written over the diagonal watermark text.