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THIS DOCUMENT WAS PREPARED BY:

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Doc#: 1518929065 Fee: \$58.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/08/2015 03:38 PM Pg: 1 of 11

AND AFTER RECORDING, MAIL DEED TO:

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

(this space reserved for recorder's use only)

TERMINATION OF LEASE

Jewel #3183
2320 Burr Oak Avenue, Blue Island, IL 60406
PIN: 25-30-311-031-0000

This Termination of Lease ("**Termination**") is made as of the 11 day of July, 2015, by and between **Jetco Properties, Inc.**, a Delaware corporation ("**Lessee**"), and **Blue Island MSTP LLC**, a Delaware limited liability company ("**Lessor**").

RECITALS:

Lessor is the lessor, by assignment, and Lessee is the lessee, by assignment, under that certain Lease, dated as of August 8, 1962 and recorded on August 13, 1962 as Document No. 18559874 (as amended and assigned, the "**Lease**"), originally between Norman Oil Co., Inc., an Illinois corporation, as lessor, and Jewel Tea Co., Inc., a New York corporation, as lessee, pertaining to the real estate described on **Schedule I** attached hereto and incorporated herein (the "**Premises**"). The parties agree as follows:

1. Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed thereto in the Lease.

First American Title Order # NCS - 655990

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2. The Lease is hereby terminated and shall be of no further force and effect. The parties acknowledge and agree that there are no unperformed obligations on the part of Lessor or Lessee that shall survive the foregoing termination of the Lease.

3. Neither all nor any portion of the Premises 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 Premises 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 Premises, 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, other than parking or access permitted under the Access Exceptions (defined below):

(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 Premises shall not be required to enforce any parking restrictions included in the Use Restrictions. The Use Restrictions shall run with ownership of the Premises and burden the Premises and shall be binding upon each owner of Premises from time to time. The Use Restrictions shall be for the benefit only of Seller, any corporate successor to or affiliate of Seller 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 Premises and the property legally described in **Schedule II** attached hereto (the "**Primary 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 **Schedule III** attached hereto (the "**Walgreens Site**") and the Premises and the Primary Parcel to the extent permitted under any currently existing recorded easement benefitting the Walgreens Site, including without limitation, the 1984 Access Easement; (iii) use of the

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presently existing entryway from 127th Street located partially on the Primary Parcel and partially on the Walgreens Site for ingress to and egress from the Walgreens Site; or (iv) use of the Premises for parking for or access to the Primary Parcel or use of the Primary Parcel for parking for or access to the Premises (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 Premises (any such Supermarket being a "Qualifying Supermarket"). Upon such termination, Seller 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 Premises. For purposes of the foregoing, the term "Permitted Assignee" shall mean the purchaser from Seller or a Benefitted Party of a Qualifying Supermarket. The benefit of the foregoing use restriction shall not be assignable by Seller (or any Permitted Assignee of Seller) except to a Benefitted Party.

4. Each party executing this Termination represents that he or she is authorized to do so on behalf of the corporation or other entity for which he or she is signing and that his or her signature binds said corporation or other entity. Except as limited by this Termination, this Termination is binding upon and inures to the benefit of the parties hereto, their successors and assigns.
5. This Termination may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon the date first written above.


[Signatures appear on following page.]

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IN WITNESS WHEREOF, the parties have executed this Termination as of the date first written above.

Lessee:

Jetco Properties, Inc.,
a Delaware corporation

By:  _____
Title: **AUTHORIZED SIGNATORY**

Lessor:

BLUE ISLAND MSTP LLC, a Delaware
limited liability company

By: MESIROW SINGLE TENANT
PROPERTIES, LLC, an Illinois limited
liability company, its sole member

By: MESIROW REALTY SERVICES,
INC., an Illinois corporation, its sole
member

By: _____
Name: _____
Its: President

List of Schedules:

- Schedule I - Premises
- Schedule II – Primary Parcel
- Schedule III – Walgreens Site

[ATTACH NOTARY ACKNOWLEDGMENTS]

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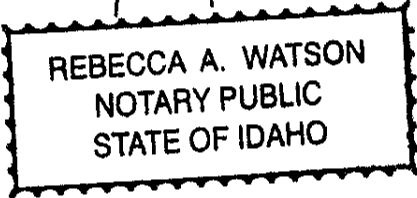
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STATE OF Idaho)
County of Ada) ss.

On this 29th 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 Watson
Notary Public in and for the
State of Idaho
Residing at Boise, ID

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IN WITNESS WHEREOF, the parties have executed this Termination as of the date first written above.

Lessee:

Jetco Properties, Inc.,
a Delaware corporation

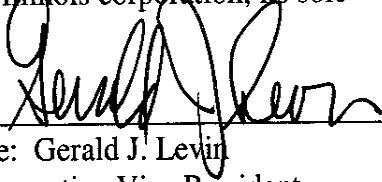
By: _____
Title: _____

Lessor:

BLUE ISLAND MSTP LLC, a Delaware
limited liability company

By: MESIROW SINGLE TENANT
PROPERTIES, LLC, an Illinois limited
liability company, its sole member

By: MESIROW REALTY SERVICES,
INC., an Illinois corporation, its sole
member

By: 
Name: Gerald J. Lewin
Its: Executive Vice President

List of Schedules:

- Schedule I - Premises
- Schedule II – Primary Parcel
- Schedule III – Walgreens Site

[ATTACH NOTARY ACKNOWLEDGMENTS]

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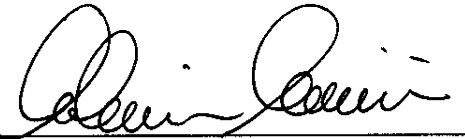
STATE OF Illinois)
) ss.
County of Cook)

On this 2nd day of July, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald J. Levin, to me known to be a Executive Vice President of Mesirow Realty Services, Inc., the sole member of Mesirow Single Tenant Properties, LLC, the sole member of **Blue Island MSTP LLC**, the limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability company, 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:

07/12/17



Notary Public in and for the
State of Illinois

Residing at Cook County

Deputy of Cook County Clerk's Office

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SCHEDULE I TO TERMINATION OF LEASE

LEGAL DESCRIPTION OF PREMISES

The Premises are 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.

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SCHEDULE II TO TERMINATION OF LEASE

LEGAL DESCRIPTION OF PRIMARY PARCEL

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.

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SCHEDULE III TO TERMINATION OF LEASE

LEGAL DESCRIPTION OF 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 1/4 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 1/4 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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