



Doc#: 0428118174
Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 10/07/2004 03:28 PM Pg: 1 of 4

Prepared by:
Ann Colussi Dee, Esq.
Duke Realty Corporation
4225 Naperville Road, Suite 150
Lisle, IL 60532

After recording return to:
Charlotte C. Toerber, Esq.
2000 York Road, Suite 129
Oak Brook, IL 60523

Mail future tax bills to:
Sharon Reese Dalenberg and
David Dee Dalenberg
2600 Lexington
Broadview, IL 60153

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT **Duke Construction Limited Partnership**, an Indiana limited partnership ("Grantor"), for and in consideration of the sum of \$10.00 Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto **Sharon Reese Dalenberg and David Dee Dalenberg, husband and wife, as joint tenants in a 60% tenancy in common interest, and Charlotte C. Toerber in a 40% tenancy in common interest** (collectively, "Grantee"), the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit A attached hereto and made a part hereof,

Permanent Tax Number: Part of 12-30-300-003

Address of real estate: Vacant land adjacent to 601 Northwest Ave., Northlake, IL

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: nondelinquent real estate taxes and assessments, all matters of record, and all matters that would be disclosed by an accurate survey and physical inspection of the real estate. The warranty of title by Grantor is limited to a warranty against the acts of Grantor and those claiming by, through or under Grantor, and not otherwise.

And the said grantor(s) hereby expressly waive(s) and release(s) any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

In the event that Grantee determines that Grantee will construct a warehouse, industrial building or other structure ("Structure") on the real estate conveyed hereunder, Grantor retains for itself the right ("Construction Right") to construct such structure in accordance with the terms and conditions of that

First American Title
Doc # 109754

385 JL

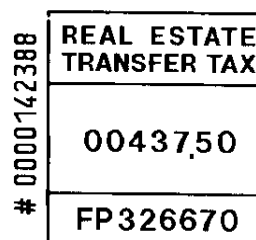
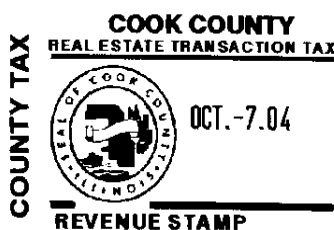
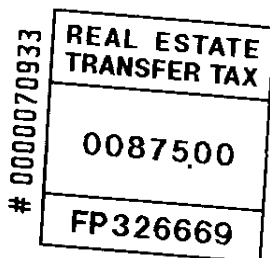
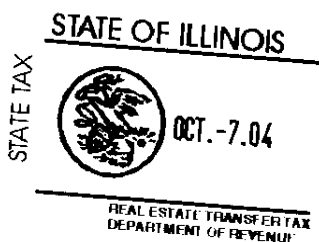
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certain Real Estate Purchase Agreement dated as of September 13, 2004 ("Real Estate Purchase Agreement"), such Construction Right to be extinguished following commencement of construction of the Structure.

In the event that Grantee, prior to commencement of construction of the Structure, elects to sell the real estate conveyed hereunder, such sale shall be subject to a right of first refusal ("Right of First Refusal") retained by Grantor as set out in the Real Estate Purchase Agreement. Grantor's Right of First of Refusal shall not apply to any transfer of the real estate by Grantee: (i) to a trust pursuant to which Grantee shall retain beneficial interest, (ii) to corporation, limited liability company, partnership or other entity in which Grantee retains a significant ownership interest or (iii) following exercise or rejection by Grantor of its Construction Right.

In the event that Grantee (or other transferee referred to in the immediately preceding paragraph), following Grantor's failure to purchase the Real Estate pursuant to the Right of First Refusal, sells the real estate to a third party, such sale shall be subject to payment of a fee to Grantee in the amount of fifteen percent (15%) of the net profit on such sale, such net profits being fifteen percent (15%) of an amount equal to the difference between the purchase price received from such sale and the sum of the following amounts: (i) any closing costs, including but not limited to any brokerage fees, title insurance and other title costs, paid by Grantee on purchase of the real estate hereunder and at the sale to the third party buyer, (ii) any legal costs incurred by Grantee in either the purchase or sale of the real estate, and (iii) any costs associated with capital improvements to the real estate incurred by Grantee with respect to the real estate during Grantee's period of owner of the real estate.

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SIGNATURES ON ATTACHED PAGE



UNOFFICIAL COPY**EXHIBIT A**

LOT 2 IN NORTHLAKE TWO SUBDIVISION

ALL THAT CERTAIN TRACT OF LAND SITUATED IN THE WEST HALF OF FRACTIONAL SECTIONS 30 AND 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; BEING MORE FULLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING AT THE SOUTH WEST CORNER OF SECTION 30; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SECTION 30, SAID LINE ALSO BEING THE DIVISION LINE BETWEEN DuPAGE COUNTY AND COOK COUNTY, A DISTANCE OF 1051.81 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN EASEMENT CONVEYED BY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY TO THE COMMONWEALTH EDISON COMPANY BY EASEMENT DEED DATED JANUARY 16, 1957 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS AS DOCUMENT 16827903 ON FEBRUARY 18, 1957 IN BOOK 52875, PAGES 192-195; THENCE NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF SAID EASEMENT A DISTANCE OF 338.80 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID EASEMENT NORTH 70 DEGREES 11 MINUTES 30 SECONDS EAST A DISTANCE OF 605.85 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1353.15 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST (NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, RECORD) A DISTANCE OF 89.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST (NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, RECORD), A DISTANCE OF 480.08 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST AND ALONG A LINE PARALLEL WITH AND 60 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE EAST RIGHT-OF-WAY OF THE NORTHERN ILLINOIS TOLL HIGHWAY, A DISTANCE OF 250.40 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 01 SECONDS EAST, 480.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS EAST, 250.72 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

A.K.A. LOT 2 IN DUKE REALTY CORPORATION NORTHLAKE TWO SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 30 AND 31, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 2004, AS DOCUMENT 0427244049, IN COOK COUNTY, ILLINOIS