



Doc#: 0617911050 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/28/2006 03:00 PM Pg: 1 of 6

Prepared By:

Wal-Mart Stores, Inc.
Sam M. Walton Development Complex
2001 S. E. 10th Street
Bentonville, AR 72716-0550
Attention: Brad Rogers

After recording return to:
Potter Clement Lowry & Duncan
308 East Fifth Avenue
Mount Dora, FL 32757
Attention: G. Edward Clement

10867304
2141

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED dated as of this 26th day of May, 2006, between **WAL-MART STORES, INC.**, a Delaware corporation, with a business address of: 702 S. W. 8th Street, Bentonville, AR 72712 ("Grantor"), and **CCH SHOPS, LLC**, an Illinois limited liability company, with a corporate address of 2325 Pointe Parkway, Suite 150, Carmel, IN 46032 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, situated, lying, and being in the City of Country Club Hills, Cook County, Illinois, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) Grantee covenants that the Property shall only be used for single tenant use for purposes of the kind typically found in shopping centers, including, but not limited to an office, restaurant, and retail shop;
- (b) Grantee further covenants that the Property shall not be used for or in support of the following: (i) a discount store in excess of five thousand (5,000) square feet in floor size, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater, bowling

G
J

Lawyers Unit # 11344 Case # 10867298

LANDAMERICA / LAWYERS TITLE
COMMERCIAL SERVICES 11344
10 S. LA SALLE STREET
SUITE 2500
CHICAGO, IL 60603

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alley, health spa/fitness center other than a day spa or weight loss center with exercise equipment occupying less than twenty five hundred (2,500) square feet, however for such use as a day spa or weight loss center there shall not be less than ten (10) parking spaces for every one thousand (1,000) square feet of floor building area thereon; (iv) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), pawn shop, bar, night club, billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages; or (v) any business whose major source of business is derived from the cashing of checks or making loans. This is not to exclude the regular business of any bank or financial institution insured by the F.D.I.C.

- (c) Grantee further covenants that only one (1) one-story building may be erected on said Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed five thousand (5,000) square feet in floor size or twenty two (22) feet in height except for certain architectural features such as mezzanines, canopies, towers and parapets not to exceed twenty six (26) feet in total height.
- (d) Grantee further covenants that in the event the Property is used for a building with *multiple tenants*, there shall not be less than five (5) parking spaces for every one thousand (1,000) square feet of floor building area thereon, and thirteen (13) parking spaces for every one thousand (1,000) square feet of floor building area used for restaurants exceeding two thousand (2,000) square feet; in the event the Property is used for a *free-standing* restaurant, there shall not be less than fifteen (15) parking spaces on the Property for every one thousand (1,000) square feet of floor building area thereon; for all other uses permitted hereunder there shall not be less than five (5) parking spaces per one thousand (1,000) square feet of floor building area on the Property;
- (e) (i) only signs advertising business located on the Property may be erected thereon; (ii) signs located on the Property shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings); (iii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; and (iv) the exterior of any building constructed on the Property shall not be constructed of metal;
- (f) Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans, (ii) utility plans including connections,

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(iii) grading plans including stormwater management, (iv) setbacks from lot lines, (v) location and dimensions of parking areas and spaces, driveways, and service areas, (vi) landscaping plans, (vii) the placement of Grantee's building(s) and other improvements including square footage of building(s), (viii) exterior elevations and (ix) signage (collectively, the "Development Plan") prepared by certified/licensed architects and/or engineers and conforming with the restrictions set forth above. Grantee shall deliver said Development Plan to Grantor for its approval in DWF or DWG format. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor's suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;

- (g) Grantor reserves unto itself, its successors and assigns, a perpetual easement over, under, and on the Property for the installation, maintenance, repair and replacement of any existing access areas, utilities or stormwater drainage, **IF AND ONLY IF** such access areas or utilities serve adjacent property at the time this deed is executed and delivered to Grantee, together with a non-exclusive right of ingress and egress for activities associated with Grantor's use of said easement area; and
- (h) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years from the recording of this Deed. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being

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understood that the Grantee is taking the Property "AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."


Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the Property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and all other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2006 and thereafter.

[signature page follows]

COOK COUNTY
REAL ESTATE TRANSACTION TAX

COUNTY TAX



JUN. 28. 06


REVENUE STAMP

0000003933

REAL ESTATE TRANSFER TAX
0045875
FP 103042

STATE OF ILLINOIS

STATE TAX



JUN. 28. 06

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000096096

REAL ESTATE TRANSFER TAX
0091750
FP 326669


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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director of Land Development, of the Grantor, Wal-Mart Stores, Inc. and caused its corporate seal attested by its Assistant Secretary to be hereto affixed the day and year first above written.

WAL-MART STORES, INC.,
a Delaware corporation


ATTEST:

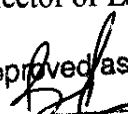
BY:


Martin G. Gilbert, Jr.
Assistant Secretary

[CORPORATE SEAL]

BY:


Carole J. Baker,
Director of Land Development

Approved as to legal terms only
by 
WAL-MART LEGAL DEPT.
Date: 4/26/2006

ACKNOWLEDGEMENT

STATE OF ARKANSAS

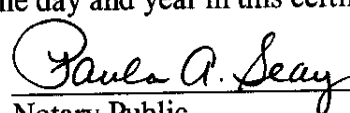
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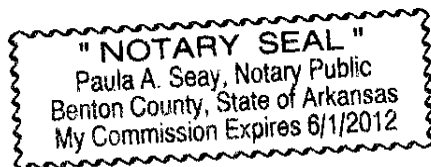
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this April 26, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carole J. Baker to me personally known, who being by me duly sworn did say that she is the Director of Land Development, of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the corporate seal of said Wal-Mart Stores, Inc. and that said special warranty deed was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors and said Carole J. Baker acknowledged said special warranty deed to be the free act and deed of said corporation.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

BY:


Paula A. Seay
Notary Public



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Exhibit "A"

[LEGAL DESCRIPTION]

Lot 15 in Gatling Country Club Hills Resubdivision, being a Resubdivision of Gatling Country Club Hills Subdivision in the Northeast Quarter of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, South of the Indian Boundary line, according to the Plat thereof recorded June 9, 2004 as Document Number 0416145163, in Cook County, Illinois.

P.I.N. 28-27-201-012

NO. 0416145163
~~4540.00~~
REAL ESTATE
TRANSFER TAX

Property of Cook County Clerk's Office