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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Timothy R. Miedona
Lowndes, Drosdick, Doster, Kantor &
Reed
450 South Orange Avenue, Suite 200
Orlando, Florida 32801



Doc#: 1405116040 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/20/2014 12:32 PM Pg: 1 of 12

Above Space for Recorder's Use Only

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Easement Agreement") is made as of the 23rd day of December, 2013, effective as of the 29 day of January, 2014 by and between VCNA Prairie, Inc., a Delaware corporation ("Grantor") and National Retail Properties, LP, a Delaware limited partnership ("Grantee")

RECITALS

A. Grantor is the owner in fee simple of certain real property located in the Village of East Dundee, County of Cook and State of Illinois ("Grantor's Parcel") legally described on Exhibit A attached hereto and incorporated herein.

B. Grantee is under contract to purchase (the "Purchase Agreement") in fee simple certain real property located in the Village of East Dundee, County of Cook and State of Illinois ("Grantee's Parcel") legally described on Exhibit B attached hereto and incorporated herein.

C. Grantee desires to obtain from Grantor an exclusive easement on, over, and across that certain portion of Grantor's Parcel depicted on Exhibit C attached hereto (the "Easement Parcel") for vehicular and pedestrian ingress and egress between Grantee's Parcel and Healy Road.

D. Grantee also desires to obtain from Grantor a temporary construction easement over Grantor's Parcel to construct an access drive (the "Access Drive") over the Easement Parcel.

E. Grantor desires to grant the exclusive easement depicted on Exhibit C and to grant the Access Drive over the Easement Parcel effective upon the Closing of the transaction contemplated by the Purchase Agreement.

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NOW THEREFORE, in consideration of the premises, the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Recitals. The above recitals are incorporated herein by reference.
2. Grant of Access Easement. Effective upon the Closing of the transaction contemplated by the Purchase Agreement, Grantor hereby grants to Grantee an exclusive easement for the ingress and egress of vehicles and pedestrians on, over and across the Easement Parcel to Healy Road (the "Access Easement"), as the same may from time to time be constructed and maintained by Grantee for such use. The Access Easement shall be appurtenant to and for the benefit of Grantee's Parcel, and shall be binding on, enforceable against and burden Grantor's Parcel for the purpose of providing the Grantee, its successors and assigns, agents, licensees, invitees, employees, contractors, tenants, customers and patrons (collectively, the "Grantee Parties") vehicular access on, over and across the Easement Parcel.
3. Reservation of Rights: Other than as specifically granted to the Grantee in this Easement Agreement, Grantor reserves all of its rights and entitlement with respect to ownership and use of the Grantor's Property, including, but not limited to, the right and entitlement to the sub-surface and aggregate material contained therein, the right to make other uses of the Grantor's Property and Easement Parcel and to grant others the right to use the sub-surface of the Easement Parcel so long as said uses do not interfere with Grantee's use, as specifically granted herein, and do not create a hazardous condition.
4. Construction of Access Drive; Temporary Construction Easement.
 - (a) Grantee may, at its sole cost and expense, and in conjunction with its construction activities on Grantee's Parcel, construct the Access Drive substantially in accordance with the plans and specifications approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.
 - (b) Effective upon the Closing of the transaction contemplated by the Purchase Agreement, Grantor hereby grants to Grantee and its contractors and subcontractors a temporary construction easement (the "Temporary Construction Easement") for vehicular and pedestrian ingress and egress on, over and across Grantor's Parcel in order to construct the Access Drive. Such temporary easement shall include, among other things, the passage of pedestrian and vehicular traffic (including, without limitation, construction trucks, heavy machinery and other vehicles and apparatus associated with the Improvements), to the extent reasonably necessary to construct the Access Drive and provided that such activities do not unreasonably interfere with Grantor's business operations on Grantor's Parcel.
 - (c) Grantee hereby agrees to remedy, at its own cost, any, and all, damage to Grantor's Parcel caused by any vehicular and/or pedestrian ingress and egress on, over and across Grantor's Parcel or by any other operations reasonably necessary to construct the Access Drive during the existence of the Temporary Construction Easement.

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(d) The Temporary Construction Easement shall be shown on the site construction drawing and shall automatically terminate upon completion of the Access Drive.

3. 5. Maintenance of Access Drive. Grantee shall maintain the Access Drive in good and safe condition suitable for the purpose intended and otherwise in compliance with all applicable laws throughout the term hereof. In connection therewith, Grantee shall be solely responsible for the removal of all snow, ice and debris from the Access Drive. Grantee shall observe and obey all federal, state, county or city laws, ordinances, rules and regulations respecting the construction and maintenance of the Access Drive and shall be solely responsible and liable for such compliance.

6. Term. The term of this Easement Agreement shall commence on the date of Closing of the transaction contemplated by the Purchase Agreement, at which time this Easement Agreement will be filed for record in the Recorder's Office of Cook County, Illinois and, shall continue in perpetuity, unless sooner terminated by breach of this Easement Agreement, the consent of the parties hereto or their respective successors in interest or assigns, or in conformity with applicable law.

7. Covenants Running with the Land. This Easement Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

8. Release and Indemnity. Grantee does hereby release, indemnify, save harmless, and agrees to defend Grantor, and all of Grantor's affiliates, its employees, agents, officers and directors harmless from and against any and all liability, loss, damage, expense, actions and claims, including, without limitation, reasonable attorneys' fees and costs incurred by Grantor arising, directly or indirectly, as a result of the acts or omissions of the Grantee Parties, in connection with the (a) construction of the Access Drive and (b) use of the Easement Parcel pursuant to this Easement Agreement.

9. Limitation of Use. This Easement Agreement is solely for the benefit of the Grantee Parties, and no use of this Easement Agreement shall be made by Grantor or any other persons. Grantor shall not do anything that will unreasonably impede or obstruct the Grantee Parties in their use of the Easement Parcel. Grantor may not maintain any public or private nuisance on the Easement Parcel or take any other action on the Easement Parcel which may interfere with or disturb the quiet enjoyment of Grantee of the Easement Parcel.

10. Recording Costs. Grantee shall pay for the cost of recording this Easement Agreement.

11. Notices. Any notice required or permitted to be given by the terms of this Easement Agreement shall be given in writing delivered and by personal service or overnight courier or by mailing such notice by postage prepaid U.S. certified mail, return receipt requested, to Grantor and Grantee, addressed as follows:

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If to Grantor: VCNA Prairie, Inc.
7601 West 79th Street
Bridgeview, Illinois 60455
Attention: General Counsel

If to Grantee: National Retail Properties, LP
450 South Orange Avenue, Suite 900
Orlando, Florida 32801
Attention: Vice President, Asset Management

With a copy to: National Retail Properties, LP
450 South Orange Avenue, Suite 900
Orlando, Florida 32801
Attention: General Counsel

12. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Easement Agreement shall be binding upon Grantor or Grantee unless set forth in writing and signed by Grantor and Grantee, or their respective successors or assigns.

13. Severability. If any provision of this Easement Agreement is invalid or unenforceable, this Easement Agreement shall be divisible as to such provision and the remainder of this Easement Agreement shall be and remain valid and binding as though such provision were not included herein.

14. Headings and Captions. Headings and captions in this Easement Agreement are for convenience of reference only and shall not limit or affect the meaning hereof.

15. Counterparts. This Easement Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.

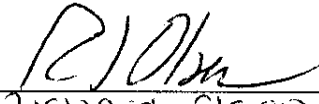
[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed and delivered the within Easement Agreement as of the day and year first above written.

GRANTOR:

VCNA PRAIRIE, INC.
a Delaware corporation

By: 
Name: RICHARD OLSEN
Its: RESIDENT

GRANTEE:

NATIONAL RETAIL PROPERTIES, LP, a
Delaware limited partnership

By: NNN GP Corp., a Delaware corporation, as
General Partner

By: _____
Name: _____
Title: _____


Property of Cook County Clerk's Office

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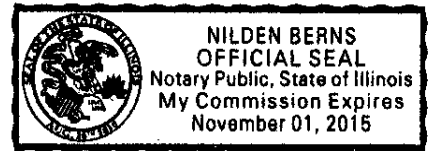
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27th day of January, 2014, by Richard Olsen, the President of VCNA Prairie, Inc., a Delaware corporation, who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of said corporation, and that the same is his/her free act and deed, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.



Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of January, 2014, by _____, the _____ of NNN GP Corp, a Delaware corporation, the General Partner of National Retail Properties, LP, a Delaware limited partnership, who acknowledged that he did sign the foregoing instrument as such officer on behalf of said corporation, and that the same is his free act and deed, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

Notary Public

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IN WITNESS WHEREOF, the parties have executed and delivered the within Easement Agreement as of the day and year first above written.

GRANTOR:

VCNA PRAIRIE, INC.
a Delaware corporation

By: _____
Name: _____
Its: _____

GRANTEE:

ka WW
NATIONAL RETAIL PROPERTIES, LP, a
Delaware limited partnership

By: NNN GP Corp., a Delaware corporation, as
General Partner

[Signature]
By: _____
Name: **Christopher P. Tessitore**
Title: **Executive Vice President**

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

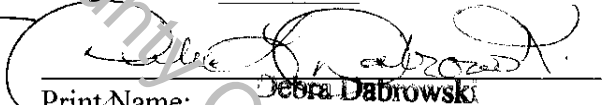
The foregoing instrument was acknowledged before me this _____ day of January, 2014, by _____, the _____ of VCNA Prairie, Inc., a Delaware corporation, who acknowledged that he/she did sign the foregoing instrument as such officer on behalf of said corporation, and that the same is his/her free act and deed, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

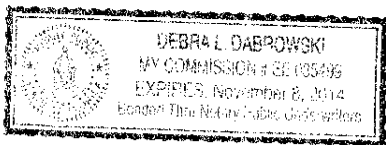
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of January, 2014 by Christopher P. Tessitore, as Executive Vice President of NNN GP Corp., a Delaware corporation, the general partner of National Retail Properties, LP, a Delaware limited partnership. He/she is personally known to me or has produced _____ as identification.



Print Name: Debra Dabrowski
Notary Public, State of _____
Commission #: _____
My commission expires: _____
(NOTARY SEAL)



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EXHIBIT A

GRANTOR'S PARCEL

LOT 2 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ~~JANUARY 13~~, 2014 AS DOCUMENT NO. 1404429095, IN COOK COUNTY, ILLINOIS.

↓
February

Common Address: Approximately the 45.128 acres located northwest of the intersection of Higgins Road and Henry Road, East Dundee, IL

Tax Identification No.: 01-30-100-010-0000

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EXHIBIT B

GRANTEE'S PARCEL

LOT 1 IN FINAL PLAT OF SUBDIVISION OF VCNA PRAIRIE SUBDIVISION, BEING A SUBDIVISION PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ~~JANUARY 13~~, 2014 AS DOCUMENT NO. 14044 29095 IN COOK COUNTY, ILLINOIS. *February*

Common Address: Approximately the 35.00 acres located northwest of the intersection of Higgins Road and Healy Road, East Dundee, IL

Tax Identification No.: 91-30-100-010-0000

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EXHIBIT C

EASEMENT PARCEL

TRACT I

THAT PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 31 IN POND GATE FARM SUBDIVISION ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2001 AS DOCUMENT 0010876354; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS EAST, 917.25 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE EAST LINE OF THE WEST 190 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 30 TO THE INTERSECTION WITH A LINE 917.09 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID POND GATE FARM SUBDIVISION ADDITION; THENCE SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 916.09 FEET ALONG SAID PARALLEL LINE TO A POINT ON A NONTANGENT CURVE AND THE POINT OF BEGINNING; THENCE 137.40 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CHORD BEARING SOUTH 17 DEGREES 29 MINUTES 07 SECONDS EAST, 104.36 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 59 SECONDS WEST, 29.20 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 24.17 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 79.00 FEET, SUBTENDING A CHORD BEARING SOUTH 07 DEGREES 48 MINUTES 57 SECONDS EAST, 24.08 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE SOUTH 16 DEGREES 34 MINUTES 53 SECONDS EAST, 269.40 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 153.38 FEET SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 545.00 FEET, SUBTENDING A CHORD BEARING SOUTH 08 DEGREES 31 MINUTES 09 SECONDS EAST, 152.87 FEET TO A CURVE 66.00 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF HEALY ROAD; THENCE 224.14 FEET SOUTHERLY ALONG SAID CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2035.00 FEET, SUBTENDING A CHORD BEARING SOUTH 20 DEGREES 08 MINUTES 41 SECONDS WEST, 224.03 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE SOUTH 16 DEGREES 59 MINUTES 10 SECONDS WEST, 196.54 FEET TO A NON-TANGENT CURVE THENCE 237.83 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1479.00 FEET, SUBTENDING A CHORD BEARING NORTH 12 DEGREES 22 MINUTES 46 SECONDS EAST, 237.58 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 07 DEGREES 46 MINUTES 21 SECONDS EAST, 98.01 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 203.60 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 479.00 FEET, SUBTENDING A CHORD BEARING NORTH 04 DEGREES 24 MINUTES 16 SECONDS WEST, 202.07 FEET TO LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 16 DEGREES 34 MINUTES 53 SECONDS WEST, 269.40 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 44.37 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 145.00 FEET, SUBTENDING A CHORD BEARING NORTH 07 DEGREES 48 MINUTES 57 SECONDS WEST, 44.19 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 00 DEGREES 56 MINUTES 59 SECONDS EAST, 29.20 FEET TO A NON-TANGENT CURVE; THENCE 137.40 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CHORD

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BEARING NORTH 19 DEGREES 23 MINUTES 04 SECONDS EAST, 104.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 1.1178 ACRES MORE OR LESS.

AND

TRACT II

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 31 IN POND GATE FARM SUBDIVISION ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2001 AS DOCUMENT 0010876354; THENCE SOUTH 00 DEGREES 07 MINUTES 37 SECONDS EAST, 917.25 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE EAST LINE OF THE WEST 190 FEET OF SAID NORTHWEST QUARTER TO THE INTERSECTION WITH A LINE 917.09 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID POND GATE FARM SUBDIVISION ADDITION; THENCE SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 1045.22 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 30.00 FEET ALONG SAID PARALLEL LINE TO A POINT ON A NON-TANGENT CURVE; THENCE 89.54 FEET SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 57.00 FEET, SUBTENDING A CHORD BEARING SOUTH 45 DEGREES 56 MINUTES 58 SECONDS WEST, 80.61 FEET TO A LINE TANGENT TO THE LAST DESCRIBED CURVE; THENCE NORTH 89 DEGREES 03 MINUTES 01 SECONDS WEST, 47.17 FEET TO A NONTANGENT CURVE; THENCE 31.38 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 55.00 FEET, SUBTENDING A CHORD BEARING NORTH 13 DEGREES 18 MINUTES 36 SECONDS WEST, 30.95 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 54.80 FEET TO A CURVE TANGENT TO THE LAST DESCRIBED COURSE; THENCE 42.41 FEET NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 27.00 FEET, SUBTENDING A CHORD BEARING NORTH 45 DEGREES 56 MINUTES 58 SECONDS EAST, 38.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,463 SQUARE FEET (0.0795 ACRES) MORE OR LESS.

NGEDOCs: 2141063.1