

# UNOFFICIAL COPY

1003

**RECORDING REQUESTED BY;  
WHEN RECORDED RETURN TO:**

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



**Doc#:** 1405116039 **Fee:** \$48.00  
RHSP Fee: \$9.00 RFRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/20/2014 12:31 PM Pg: 1 of 6

(Space above line for Recorder's use only)

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** (this "Deed"), is made and entered into this 23rd day of December, 2013, effective as of January 29, 2014 by and between **VCNA PRAIRIE, INC.**, a Delaware corporation ("Grantor"), and **NATIONAL RETAIL PROPERTIES, LP**, a Delaware limited partnership ("Grantee").

**WITNESSETH**, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents **REMISE, RELEASE, SELL, ASSIGN, ALIEN AND CONVEY** unto Grantee, **FOREVER**, the following described real estate, situated in the County of Cook and State of Illinois (the "Property") more particularly described as follows:

See Exhibit "A" attached hereto and hereby made a part hereof.

**TO HAVE AND TO HOLD** the same, together with any and all rights and appurtenances to the same and improvements thereon, unto Grantee, and to its successors and assigns forever. Grantor hereby **COVENANTS, PROMISES AND AGREES** that it and its successors and assigns shall and will **WARRANT AND FOREVER DEFEND** the title to the Property unto Grantee, and to its successors and assigns forever, against the lawful claims of all persons claiming by, through or under Grantor, subject to the exceptions set forth on Exhibit "B" attached hereto and hereby made a part hereof (the "Permitted Exceptions").

**SAVE AND EXCEPT**, Grantor hereby expressly reserves and excepts from this conveyance for itself and its successors and assigns any and all of Grantor's right, title and interest of every kind and character whatsoever in and to all of the subsurface limestones and dolomites, together with any extracted clays and shales directly ancillary to Grantor's extraction of such limestones or dolomites (collectively, the "Construction Aggregates") and any and all interests of whatever nature or character arising therefrom, **HOWEVER**, notwithstanding the foregoing, Grantor hereby (a) waives all surface rights to the Property associated with the reservation of the Construction Aggregates, including, without limitation, any rights of ingress and egress or other rights of every kind and character whatsoever to enter upon or to use the surface of the Property and (b) acknowledges and agrees that it may only access such Construction Aggregates via an access point which is offsite from the Property. Grantor, and its successors and assigns forever, shall indemnify and save Grantee, Grantee's management agent, any and all tenants, subtenants, licensees, occupants, and invitees, their respective partners, officers, directors,

Handwritten signatures and initials, including "SCX" and "NT".

# UNOFFICIAL COPY

shareholders, employees and agents, and the successors and assigns of the foregoing forever (collectively, the "Grantee Indemnitees"), from any and all loss, cost, damage and liability (including attorneys' fees, court costs and other reasonable costs of defense) due to physical damage to Property (including damage from a failure to provide lateral or structural support to the Property), injury to persons or to the filing of any mechanics' or materialmen's liens or other liens which may be asserted or recovered against the Property in connection with Grantor's and/or its successor's or assign's extraction of the Construction Aggregates, access to the subsurface areas of the Property. As a condition precedent to commencing any extraction of the Construction Aggregates or accessing the subsurface areas of the Property, Grantor or its successor or assign, as applicable, shall obtain and maintain commercial general liability insurance naming the then current owner of the Property ("Property Owner") and its tenant(s) (collectively, "Tenants", together with the Property Owner, "Additional Insureds") as additional insureds thereunder, with limits of liability of not less than Ten Million Dollars (\$10,000,000.00) for personal injury, including bodily injury and death, and property damage. Grantor or its successor or assign, as applicable, shall endeavor to cause its insurer to provide at least ten (10) days prior written notice to the Additional Insureds prior to cancellation, termination or material modification of the policy as a result of non-payment of premiums and at least thirty (30) days prior written notice to the Additional Insureds prior to cancellation, termination or material modification of the policy as a result of any reason other than non-payment of premiums. Such insurance shall contain a waiver of subrogation clause. Prior to first commencing any extraction of the Construction Aggregates or accessing the subsurface areas of the Property, Grantor or its successor or assign, as applicable, shall provide the Additional Insureds not less than forty-eight (48) hours advance notice (which advance notice shall include a reasonably detailed scope of the work intended to be performed and the dates and times of the performance of such work) and certificates of insurance evidencing the coverage required hereunder; provided, however, if the then-current Property Owner is a successor or assign of Grantee and such Property Owner has not provided written notice to Grantor (at the address set forth below) of its ownership of the Property and/or the identity of the then-existing Tenants, Grantor or its successor or assign, as applicable, shall only be required to use its best efforts to provide the Property Owner and/or Tenants (as applicable) the required notice and certificates of insurance prior to first commencing any extraction of the Construction Aggregates or accessing the subsurface areas of the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date first set forth above.

**"GRANTOR":**

VCNA PRAIRIE, INC., a Delaware corporation

By: Richard Ober

Name: Richard Ober

Title: President

**Grantor's Notice Address:**

VCNA Prairie, Inc.  
c/o Prairie Material  
7601 West 79th Street  
Bridgeview, Illinois 60455  
Attn: U.S. General Counsel

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

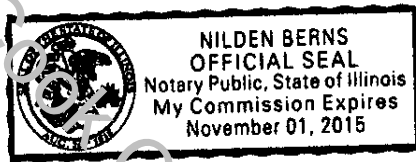
STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for County and State aforesaid, do hereby certify that Richard Olsen, the President of VCNA PRAIRIE, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Richard Olsen, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act on behalf of said entity(ies), for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27<sup>th</sup> day of January, 2014.

Nilden Berns  
Notary Public

My Commission Expires: 11-01-2015



# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE REAL PROPERTY

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. 1404429095, IN COOK COUNTY, ILLINOIS. February

Being also described as:



THE NORTH 917.09 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH HALF OF LOT 1 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 1 (EXCEPT THAT PART OF SAID LOT 1 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO THE SOUTH HALF OF LOT 2 AND THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 (EXCEPT THAT PART OF SAID LOT 2 AND OF SAID SOUTH 5 ACRES LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF HEALY ROAD) IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE WEST 190.0 FEET OF THE SOUTH HALF OF SAID LOT 2 AND ALSO EXCEPTING THE WEST 190.00 FEET OF THE SOUTH 5 ACRES OF THE NORTH HALF OF SAID LOT 2 CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY DOCUMENT NUMBER 18454231 RECORDED APRIL 23, 1962) IN COOK COUNTY, ILLINOIS.

Common Address: Approximately the 35.00 acres located northwest of the intersection of Higgins Road and Healy Road, East Dundee, IL / Barrington Hills, IL 60010

PIN : 01-30-100-008-0000

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

REAL ESTATE TRANSFER		02/18/2014
	<b>COOK</b>	\$1,372.25
	<b>ILLINOIS:</b>	\$2,744.50
	<b>TOTAL:</b>	\$4,116.75
01-30-100-008-0000   20131201602847   WE5G1H		

# UNOFFICIAL COPY

## EXHIBIT "B"

### PERMITTED EXCEPTIONS

1. General real estate taxes for the year(s) 2013 and subsequent years, a lien not yet due and payable.
2. Information and disclosures contained in Environmental Disclosure Document for Transfer of Real Property recorded July 20, 1994 as document 94633999.
3. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes.
4. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
5. Building setback lines, utilities easements, sanitary sewer easement, stormwater management easement and wetland protection easement as depicted on the Final Plat of Subdivision of VCNA Prairie Subdivision, being a Part of the West ½ of Section 30, Township 42 North, Range 9, East of the Third Principal Meridian, recorded ~~January~~ *February* 13, 2014 as Document No. 1404429095, together with the easement provisions contained thereon.
6. Access Easement Agreement made by and between VCNA Prairie, Inc., and National Retail Properties, LP recorded on January \_\_, 2014 as Document No. \_\_\_\_\_.