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Cook County Recorder of Deeds

Karen A. Yarbrough

Doc#: 1408039015 Fee: \$48.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Date: 03/21/2014 09:20 AM Pg: 1 of 6

THIS DOCUMENT WAS PREPARED BY:

John W. Beck, Esq. Siegel, O'Connor, O'Donnell & Beck, P.C. 150 Trumbull Street Hartford, Connecticut 06103

UPON RECORDING RETURN TO: ← MAIL TAX BILLS BUCKHEAD INVESTMENTS, LLC 1181 Northmoor Court

Atlanta, Georgia 30327

The above space for recorders use only

Old Republic National Time incurance Company 20 South Clark Street **Suite 2000** Chicago, IL 60603

SPECIAL WARRANTY DEED

145011150 THIS SPECIAL WARRANTY DEED is made as of March 20, 2014 by LAZ 221 N LASALLE GARAGE, LLC, a De'av are limited liability company having an address at Four Copley Place, Suite 4400A, Boston, N/A 02116 ("Grantor") in favor of BUCKHEAD INVESTMENTS, LLC, a Tennessee limited liability company having an address at 1181 Northmoor Court, Atlanta, GA 30327 ("Grai tee").

### WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee and Grantee's heirs, successors and escions, in and to the following described real property (the "Property") in Cook County, Illinois.

> See Exhibit "A" attached hereto and incorporated herein by reference for the description of the Property conveyed herein.

TOGETHER with all the tenants, hereditaments, and appurtenances thereto.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

This conveyance is made subject to those matters described on Exhibit "B" attached hereto and to applicable zoning ordinances, matters appearing on any recorded plat of the land, and taxes for the current year.

Old R Alic National Title Insurance Company

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C at . IL 60603

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And Grantor does hereby covenant with Grantee that, except as noted above, title to the Property is free from all encumbrances made by Grantor, and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor (except as noted above), but against none other.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year first above-written.

LAZ 221 N LASALLE GARAGE, LLC, a Delaware limited liability company

By: LPRI 221 N. LaSalle, LLC, a Connecticut limited

liability company

Its: Manager

By:

Name: Peter Levin

Its:

Authorized Signatory

Conumonwealth STATE OF Massachusetts COUNTY OF Soffice )

The foregoing instrument was acknowledged before me this 19 day of March, 2014, by Peter Levin, as authorized signatory of LPRI 221 N LaSalle, LLC, the Manager of LAZ N LASALLE GARAGE, LLC, a Delaware limited liability company. He is personally known to me or has produced Daylers Name as identification.

Print Name

Amanca Smith (Notary Public)

My Commission Expires:

(AFFIX NOTARY SEAL)

AMANDA SMITH

Notary Public

COMMISSION OF MASSACHUSETTS

My Commission Expines

June 4, 2015

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IN WITNESS WHEREOF, Grantee covenants to comply with the terms and conditions of Article 19 of that certain Declaration of Covenants, Restrictions and Easements for The LaSalle Wacker dated August 11, 2008 and recorded September 4, 2008 with the Cook County Recorder of Deeds as document number 0824816018, which covenant shall run with the land.

BUCKHEAD INVESTMENTS, LLC, a Tennessee limited liability company By: Name: STATE OF beorgia COUNTY OF FUMM The foregoing instrumer, was acknowledged before me this /9 day of March, 2014, by ICHAY 5, TUWA, as Char Manur of BUCKHEAD INVESTMENTS, LLC, a Tennessee limited liability company. He is personally known to me or has produced. as identification. (Notary Public) My Commission Fupires: 750 Price

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#### **EXHIBIT A**

### Legal Description of Property

Parcel 1: LOTS B1C1, B1P1, B2P1, B1C7, B1C2 AND B1C8 IN THE LASALLE-WACKER SUBDIVISION RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, AND CORRECTED BY THE LETTER OF CORRECTIONS RECORDED AUGUST 1, 2011 AS DOCUMENT NUMBER 1121345032, BEING A SUBDIVISION OF PART OF LOTS 3 AND 4 IN BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

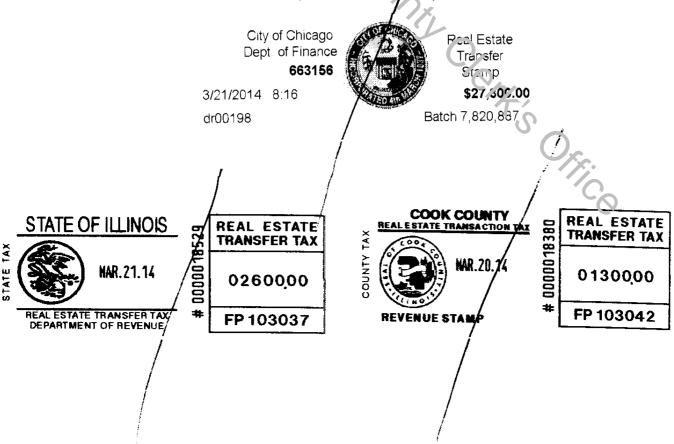
Parcel 2: NON-EXCLUSIVE, PERMANENT AND PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE COMMON PROPERTIES, AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS, MADE BY 221 NORTH LASALLE PARTNERS, LLC DATED AUGUST 11, 2008 AND RECORDED SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018, AS AMENDED, IN COOK COUNTY, ILLINOIS.

Address of Property: Lots B1C1, B1P1, B2P1, B1C7, B1C8, AND B1C2 located at 221 N.

LaSalle Street, Chicago, Illinois 60601

Permanent Index No.: 17-09-419-011-0000, 17-09-419-037-0000, 17-09-419-038-0000, 17-09-

419-041-0000, 17-09-419-0-2,0000, 17-09-419-045-0000



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#### **EXHIBIT B**

#### Exceptions

1. General Real Estate Taxes for 2013 and subsequent years, liens not yet due and payable.

Permanent Index Number: 17-09-419-011-0000, 17-09-419-037-0000, 17-09-419-038-0000, 17-09-419-041-0000, 17-09-419-042-0000, and 17-09-419-045-0000

- 2. Terms, provisions, and conditions of the Memorandum of Agreement by Unicom Thermal Technologies Inc., and The Lurie Company dated October 13, 1997 and recorded November 1997 as document 97885604 relating to Chilled Water Service Agreement
- 3. The land lies within the boundaries of a Special Service Area as disclosed by ordinance recorded February 19, 1991 as document 91075841 and is subject to additional taxes under the terms said ordinance and subsequent related ordinances.
- 4. Terms, provisions and conditions contained in Unrecorded Lease by Abovenet Communications, Inc. f/k/a Met omedia Fiber Network Services, Inc. lessee, dated December 23, 1999 and all rights thereunder of and all acts done or suffered thereunder of said lessee or any parties claiming by, through or uncer said lessee.
- 5. Survey made by National Service, Inc., as Survey No. N-127161, dated March 24, 2008, discloses the following:
  - (a) Encroachment of iron guard rails over the South line of the land onto public right-of-way.
  - (b) Encroachment of overhead sign over the South ine of the land onto public right-of-way.
  - (c) Encroachment of overhead sign with clock over North and East line of the land onto public right-of-way.
  - (d) Encroachment of loading dock ramp over the North line of the 12.12 onto lower Wacker Drive.
- 6. Terms and conditions contained in the Agreement of Adjacent Property Owners Regarding Setbacks and Easements for Light, Air and View made by and between LaSalle Wacker Building, LLC, a Delaware limited liability company and 111 West Wacker Associates, LLC, an Illinois limited liability company, dated October 19, 2006 and recorded October 23, 2006 as document 0629639026, together with the rights of the adjoining owners in and to the concurrent use of said easement.

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### EXHIBIT B

### **Exceptions**

### (Continued)

- 7. Terms and conditions contained in the Easement Agreement dated October 23, 2006 and recorded October 23, 2006 as document 0629639027 and re-recorded October 23, 2006 as document 0629631087 made by and between LaSalle Wacker Building, LLC, a Delaware limited liability company and 111 West Wacker Associates, LLC, an Illinois limited liability company together with the rights of the adjoining owners in and to the concurrent use of said easement.
- 8. Temporary Pracing Easement Agreement recorded October 23, 2006 as document 0629639028 and re-recorded October 23, 2006 as document no. 0629631088 granting exclusive easement to install, maintain and remove bracing apparatus in connection with the construction of the project as described in Exhibit C attached thereto.
- 9. Terms, conditions and p ovisions of the Declaration of Covenants, Restrictions and Easements dated August 11, 2008 and recorded September 4, 2008 as document 0824816018, together with the rights of the adjoining overers in and to the concurrent use of said easement.
- 10. Terms, conditions and provisions of the Signage Easement Agreement dated May 4, 2009 and recorded on May 8, 2009 as document 0912345091, together with the rights of the adjoining owners in and to the concurrent use of said easement.
- 11. The rights of tenants, as tenants only, under any lease with respect to the Property or any portion thereof.
- 12. Any exception arising out of an act of Grantee or its representatives, agents, employees or independent contractors.
- 13. Terms, provisions and conditions relating to the easement described as Farcel 2 contained in the instrument creating such easement.
- 14. Rights of the adjoining owners to the concurrent use of the easement described as Parcel 2.