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This instrument was prepared by:

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Chicago, Illinois 60601

Doc#: 1508210059 **Fee:** \$52.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/23/2015 03:34 PM Pg: 1 of 8

Above Space for Recorder's Use

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH THAT STREETS OF WOODFIELD HOLDINGS LLC, a Delaware limited liability company, whose address is 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225 ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, has **GRANTED, BARGAINED AND SOLD**, and by these presents does **GRANT, BARGAIN, SELL AND CONVEY** unto **BRE STREETS OF WOODFIELD LLC**, a Delaware limited liability company, whose address is 345 Park Avenue, 42nd Floor, New York, New York 10154 ("Grantee"), the following described real property located in the County of Cook, State of Illinois and legally described as follows:

See Legal Description attached hereto as Exhibit A and hereby made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, all the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described property, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** said property, with the appurtenances, in fee simple, unto Grantee, its successors and assigns to its own proper use and benefits forever.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the property hereby granted is, or may be, in any manner encumbered or charged, except as described on Exhibit B attached hereto and hereby made a part hereof (the "Permitted Exceptions"); and that Grantor will **WARRANT AND DEFEND** said property (subject only to the Permitted Exceptions) against all persons lawfully claiming, or to claim the same, by through and under Grantor, but not otherwise.

Permanent Index Numbers: See Exhibit A attached hereto and made a part hereof.

Common Addresses: See Exhibit A attached hereto and made a part hereof.

[Signature Page Follows]

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[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of this 16 day of March, 2015.

STREETS OF WOODFIELD HOLDINGS LLC,
a Delaware limited liability company

By: [Signature]
Name: Michael Lynch
Its: Authorized Signatory

State of New York
County of New York

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL LYNCH as the AUTHORIZED SIGNATORY of Streets of Woodfield Holdings LLC, a Delaware limited liability company, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and official seal, this 16th day of MARCH, 2015.

[Signature]
Notary Public

Commission expires: 12/23/2017

ROSA L. GONZALEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GO6294155
Qualified in New York County
My Commission Expires 12/23/17

MAIL SUBSEQUENT TAX BILLS TO:

BRE Streets of Woodfield LLC
C/o Mid America Asset mgmt, LLC
Attn: Dan Hanson / Property
Tax Bills
One Parkview Plaza
Oakbrook Terrace, IL 60181

AFTER RECORDING MAIL DEED TO:

John M. Valentine, Esq.
Pircher, Nichols & Meeks
900 North Michigan Avenue, Suite 1000
Chicago, Illinois 60611

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EXHIBIT A

Legal Description

TRACT I:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING 3.14 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 7 DEGREES EAST 33.10 CHAINS TO THE SOUTH BOUNDARY OF A CONVERSE LANDS; THENCE NORTH 84 DEGREES WEST 24.20 CHAINS TO WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, 30.80 CHAINS TO CENTER OF HIGGINS ROAD; THENCE SOUTH 77 DEGREES 10 MINUTES EAST 20.55 CHAINS TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAYS AND EXCEPT THAT PORTION CONVEYED TO FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS BY DOCUMENT NUMBER 17128832 RECORDED FEBRUARY 07, 1958 AND DOCUMENT NUMBER 17227068, RECORDED JUNE 06, 1958 AND EXCEPTING THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF HIGGINS ROAD (ROUTE 72) DISTANT 550.0 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 13; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, EXTENDED TO INTERSECT THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13 AT A POINT 265.0 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

TRACT II:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554 WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 33 MINUTES 31.5 SECONDS WEST ALONG SAID EAST LINE 700 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28.5 SECONDS WEST 450 FEET ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE; THENCE NORTH 0 DEGREES 33 MINUTES 31.5 SECONDS EAST 694.283 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE TO A POINT IN SAID SOUTH LINE OF WOODFIELD ROAD; THENCE EASTERLY 445.846 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD BEING THE ARC OF A CIRCLE OF 1859.86 FEET RADIUS CONVEX TO THE NORTH WHOSE CHORD BEARS NORTH 89 DEGREES 45 MINUTES 1 SECOND EAST TO A POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 22 MINUTES 56

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SECONDS EAST 5.294 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD TO HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

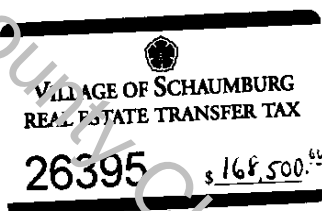
PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY AGREEMENT RECORDED JULY 1, 1971 AS DOCUMENT 21532098 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1964 AND KNOWN AS TRUST NUMBER 33071 TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1971 AND KNOWN AS TRUST NUMBER 42050 OVER THE WEST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 40 FEET WIDE IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD PER DOCUMENT 20944554 AND NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4, SAID LINE BEING 700 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF SAID SOUTH LINE OF WOODFIELD ROAD; THE CENTER LINE OF SAID STRIP OF LAND BEING A LINE 450 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH SAID EAST LINE, (EXCEPT THE SOUTH 105.89 FEET THEREOF), IN COOK COUNTY, ILLINOIS.



PERMANENT INDEX NUMBERS:

07-13-401-005-0000 Affects Tract I
 07-13-401-006-0000 Affects Tract I
 07-13-401-009-0000 Affects Tract I
 07-13-401-010-0000 Affects Tract I
 07-13-400-004-0000 Affects Tract II, Parcel 1.



COMMON ADDRESSES:

601 N. Martingale Road,
 750 N. Martingale Road,
 760 N. Martingale Road,
 1901 E. Woodfield Road,
 1900 E. Higgins Road,
 1950 E. Higgins Road,
 All in Schaumburg, Illinois.

REAL ESTATE TRANSFER TAX		23-Mar-2015
	COUNTY:	84,250.00
	ILLINOIS:	168,500.00
	TOTAL:	252,750.00
07-13-401-005-0000 20150301669223 2-099-956-096		

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EXHIBIT B

Permitted Title Exceptions

1. General real estate taxes for the 2014 final installment only, year 2015 and subsequent years, liens not yet due or payable.
2. Terms, provisions and conditions contained in Lease by and between Real Estate Collateral Management Company, Lessor, and Maggiano's/Corner Bakery, Lessee, as disclosed by a memorandum recorded September 10, 1996 as document 96691898, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee. (Affects Tract I)
3. Terms, provisions and conditions contained in Lease by and between City Center Retail Trust/McCaffery Developments, L.P., Lessor, and Galyan's Trading Company, Lessee, dated September 1, 1998 as disclosed by a memorandum recorded October 14, 1998 as document 98919854, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee. (Affects Tract I)
4. Terms, provisions and conditions contained in Lease by and between City Center Retail Trust/McCaffery Developments, L.P., Lessor, and Woodfield Cinemas, Inc., Lessee, dated November 30, 1998 as disclosed by a memorandum recorded December 15, 1998 as document 08138513, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee. (Affects Tract I)
5. Terms, provisions and conditions contained in Lease by and between City Center Retail Trust/McCaffery Developments, L.P., Lessor, and McRae's Inc., Lessee, dated June 29, 1999 as disclosed by a memorandum recorded August 18, 1999 as document 99790543, and all rights thereunder of and all acts done and suffered thereunder of said lessee or any parties claiming by, through or under said lessee. (Affects Tract I)
6. One Schaumburg Place Electric Facilities Agreement made by and between LaSalle National Bank, as trustee under Trust Agreement dated October 01, 1983, and known as Trust Number 107166 and Commonwealth Edison Company, recorded September 17, 1991 as document 91482584, and the terms and provisions thereof. (Affects Tract I)
7. Grant of Easement in favor of Nicor Gas and Commonwealth Edison for the installation, maintenance, repair, relocation, removal and renewal of gas mains, electric lines and appurtenant facilities granted by document recorded January 19, 2000 as document 00043410, and the terms and conditions thereof. (Affects Tract I)
8. Traffic Agreement between the Village of Schaumburg and City Center Retail Limited Partnership I, recorded October 29, 2002 as document 0021191414, and the terms and provisions contained therein. (Affects Tract I)

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9. Survey made by Sherrill Associates Inc. on behalf of American National dated 2-2-15 revised 2-20-15 as Network reference no. 20150018-1 discloses the following:

- (a) detention ponds near the northerly and southerly boundaries, and
- (b) asphalt pathway onto the Land along the westerly boundary. (Affects Tract I)

10. Lease made between Kimco Select Chicago 694 LLC, lessor, and Whole Foods Market Group, Inc., lessee, as disclosed by Memorandum of Lease dated July 28, 2006, and recorded August 30, 2006 as document 0624227032, demising part of the Land for 20 years with options to extend the term for 6 additional terms of 5 years each, together with the terms and provisions contained therein. (Affects Tract II)

11. Easement for ingress and egress by passenger and service vehicles and for the installation, maintenance and operation of underground utility services and lines for the benefit of property west and adjoining over the west 40 feet of property as described by Easement Agreement recorded July 01, 1971 as document 21532098, and the terms and provisions contained therein. (Affects Tract II, Parcel 1)

12. Information and Disclosures in Environmental Disclosure Document for Transfer of Real Property recorded July 28, 1994 as document 94667608. (Affects Tract II)

13. Information and Disclosures in Environmental Disclosure Document for transfer of real property recorded January 12, 1998 as Document 98029322. (Affects Tract II)

14. Survey made by Sherrill Associates Inc. on behalf of American National dated 2-2-15, last revised on March 16, 2015 as Network reference no. 20150018-1 discloses the following:

- (a) asphalt walk near the northerly boundary

15. Rights of tenants in possession, as tenants only, under unrecorded leases identified in the rent roll, none of which leases contain any options to purchase, or rights of first offer, or rights of first refusal, except for the limited right of first refusal in favor of Maggiano's Corner Bakery, Inc. in the event that its leased premises is to be conveyed as a parcel separate from the remainder of the Tract I property.

End of Permitted Exceptions

UNOFFICIAL COPY**PLAT ACT AFFIDAVIT**

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

To the knowledge of the undersigned being duly sworn on oath, states that the attached deed is not in violation of Section 1 of the Plat Act (765 ILCS 205/1) for one of the following reasons:

Section A. Said deed is not applicable as the grantors own no adjoining property to the premises described in said deed.

OR

Section B. The conveyance falls within one of the following exemptions set forth in the Act at paragraph (b) of 1:


1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configurations of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

CIRCLE LETTER OR NUMBER WHICH IS APPLICABLE TO ATTACHED DEED.

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Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

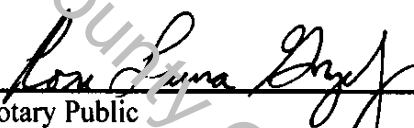
STREETS OF WOODFIELD HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Michael Lynch
Its: Authorized Signatory

State of New York)
) SS
County of New York)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MICHAEL LYNCH as the AUTHORIZED SIGNATORY of Streets of Woodfield Holdings LLC, a Delaware limited liability company, personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and official seal, this 16th day of MARCH, 2015.


Notary Public

Commission expires: 12/23/2017

ROSA L. GONZALEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01G06294458
Qualified In New York County
My Commission Expires 12/23/17