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15183191320

Ulmer & Berne LLP
600 Vine Street, Suite 2800
Cincinnati, OH 45202
Attention: Bradley Kaplan

) Doc#: 1518319132 Fee: \$50.00
) RHSP Fee:\$9.00 RPRF Fee: \$1.00
) Karen A.Yarbrough
) Cook County Recorder of Deeds
) Date: 07/02/2015 02:39 PM Pg: 1 of 7

) [This space reserved for recording data.]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed"), is made as of June 30, 2015, by HHP – Schaumburg, L.L.C., a Delaware limited liability company (the "Grantor"), having an office at c/o Burrus Investment Group, 401 Veterans Blvd., Metairie, LA 70005, to HC Chicago LLC, an Indiana limited liability company (the "Grantee"), having an office at 101 West Ohio Street, Suite 720, Indianapolis, IN 46204.

WITNESSETH:

That the Grantor for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does GRANT, REMISE, RELEASE, ALIEN, SELL AND CONVEY unto the Grantee and its successors and assigns FOREVER, all of the real estate, situated in the County of Cook and State of Illinois described on Exhibit A attached hereto and made a part hereof together with the building structures, fixtures and other improvements affixed to or located on said real estate, together with all rights and appurtenances pertaining to such property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights of way (the "Property"), subject only to those matters described on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, with the rights and appurtenances subject to the Permitted Exceptions, unto the Grantee and its successors and assigns forever.

Grantor does covenant, promise and agree, to and with the Grantee and its successors and assigns, that it has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as herein recited, and that it WILL WARRANT AND FOREVER DEFEND the Property against persons lawfully claiming, or to claim the same, by, through or under Grantor (excluding claims arising under or by virtue of the Permitted Exceptions) but not otherwise.

VILLAGE OF SCHAUMBURG
REAL ESTATE TRANSFER TAX

27148 \$11,000.00

Com
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IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents on the day, month and year first set forth above.

GRANTOR: HHP - SCHAUMBURG, L.L.C., a Delaware limited liability company

By: *Christopher D. Schott*
Name: Christopher D. Schott
Title: Manager

STATE OF LOUISIANA)
)
) ss:
PARISH OF ORLEANS)

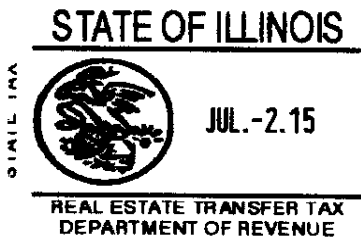
I, the undersigned, a Notary Public in and for said Parish and State aforesaid, DO HEREBY CERTIFY, that Christopher D. Schott as Manager of HHP – Schaumburg, L.L.C. (the “Company”), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such office, appeared before me this day in person and acknowledged he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 30th day of June, 2015

Neal J. Kling
Notary Public

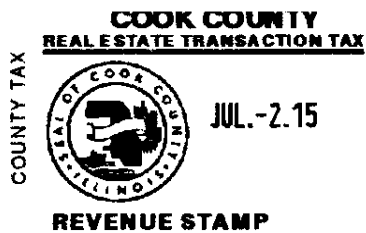
Tax bills should be sent to:
101 West Ohio Street, Suite 720
Indianapolis, IN 46204

NEAL J. KLING
NOTARY PUBLIC
Bar No. 22488
Parish of Orleans, State of Louisiana
My Commission is for life



REAL ESTATE TRANSFER TAX
08250.00
FP 103037

000024305



REAL ESTATE TRANSFER TAX
04125.00
FP 103042

000024250

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Exhibit A
To Special Warranty Deed

LEGAL DESCRIPTION

PARCEL 1 (FEE):

Lot 1 in the Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, being a Subdivision of part of Fractional Section 1 and part of the North ½ of Section 12, in Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat of Resubdivision recorded October 6, 1982 as Document No. 26374113, (less and except that part taken through Condemnation Case 89L50751 and except that part of the land conveyed to the Village of Schaumburg lying in Meacham Road, described as follows: commencing at the intersection of the North line of said Lot 1 with the Easterly right of way line of Meacham Road according to final judgment order condemnation case number 89L50751 filed November 14, 1995 in the Circuit Court of Cook County, Illinois; thence on an assumed bearing of North 89 degrees 39 minutes 31 seconds East along the North line of said Lot 1, a distance of 4.57 feet; thence Southerly 597.15 feet along a curve to the right having a radius of 13713.33 feet, the chord of said curve bears South 4 degrees 40 minutes 29 seconds West, 597.10 feet to the Southerly line of said Lot 1; thence South 69 degrees 50 minutes 30 seconds West along the Southerly line of said Lot 1, a distance of 4.27 feet to the Easterly right of way line of Meacham Road according to final judgment order condemnation case number 89L50751; thence North 5 degrees 12 minutes 24 seconds East along the said Easterly right of way line of Meacham Road, a distance of 127.51 feet (127.49 feet, recorded); thence Northerly 471.03 feet (470.97 feet, recorded) along the said Easterly right of way line of Meacham Road on a curve to the left having a radius of 11529.16 feet, the chord of said curve bears North 4 degrees 26 minutes 52 seconds East, 471.00 feet (470.93 feet, recorded) to the point of beginning) in Cook County, Illinois.

PARCEL 2 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by Article IV of the Declaration of Protective Covenants, recorded March 28, 1980 as Document No. 25406331, for Ingress and Egress and Utilities upon, over, along, and across "Drummer Drive" as depicted on Exhibit "3" of Document No. 25406331.

PARCEL 3 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 as set forth in paragraph 1 of the Declaration of Easements for Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, for the purpose of Ingress and Egress upon, over, along and across the areas designated as "Access and Circulation Roads and Sidewalks" on Exhibit "B" of Document No. 26442124 and created by deed recorded December 17, 1982 as Document No. 26442125.

PARCEL 4 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 as created by Article IV of the Declaration of Protective Covenants recorded March 28, 1980 as Document

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No. 25406331 for Drainage over and upon the "Storm Water Detention Areas" as depicted on Exhibit "3" of Document No. 25406331.

PARCEL 5 (EASEMENT):

Easements appurtenant to and for the benefit of Parcel 1 upon, over, under, along and across those parts of Lots 3, 4, 5, and 6 as set forth on the Plat of Subdivision of WALDEN INTERNATIONAL, recorded January 30, 1980 as Document No. 25342431, within the areas marked "Utility Easements" and upon, over, under, along and across those parts of Lots 2 and 3 as set forth on the Plat of Resubdivision of Lots 1 and 2 of WALDEN INTERNATIONAL, recorded October 6, 1982 as Document No. 26374113, within the areas marked "Utility Easements Hereby Dedicated" and "Existing Utility Easements", for the purposes of sewer, gas and water services.

PARCEL 6 (EASEMENT):

Perpetual and non-exclusive easements appurtenant to and for the benefit of Parcel 1 upon, over, under, along and across those parts of Lots 2 and 3 of the Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, as set forth in the Declaration of Easements for Resubdivision of Lots 1 and 2 in WALDEN INTERNATIONAL, for constructing, utilizing, repairing, maintaining and reconstructing "Utility Lines" as depicted in Exhibit "C" of said Declaration recorded December 17, 1982 as Document No. 26442124 and as created by deed recorded December 17, 1982 as Document No. 26442125, all in Cook County, Illinois.

PARCEL 7 (EASEMENT):

Perpetual and non-exclusive easement for the parking of motor vehicles and ingress and egress for motor vehicles and pedestrians to and from Parcel 1 over the office parcel parking area as created and defined in the Parking Easement Agreement dated November 17, 1995 and recorded December 29, 1995 as Document Number 95908016 and re-recorded December 6, 1996 as Document Number 96926551 made by American National Bank and Trust Company as Trustee under Trust Number 107177-00 and Quebec Street Investments Inc.

Permanent Index Number: 07-01-101-007

07-12-101-022

Common Address: 1939 N. Meachum Road, Schaumburg, IL 60173

[end of Exhibit "A"]

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(Schaumburg)

EXHIBIT B To Special Warranty Deed

1. Liens for taxes, assessments and governmental charges not yet due and payable, subject to proration as provided in that certain Purchase and Sale Agreement dated January 12, 2015, between Grantor and Grantee (as amended and assigned, the "Agreement").
2. Applicable zoning regulations and ordinances.
3. Liens for water and sewer service not yet due and payable, subject to proration as provided in the Agreement.
4. Easement reserved on plat for public utilities and for the installation of water, and sewer mains, poles, ducts, wires and lines over those areas shown by dotted lines and marked utility on plat recorded January 30, 1980 as Document No. 25342431. (Affects Parcels 1, 3, 6 and 7)
5. Easements for storm water drainage and retention, ingress and egress and utilities as established by Article VI of the Declaration of Protective Covenants dated March 17, 1980 and recorded March 28, 1980 as Document No. 25406331. Amendment to Declaration of Protective Covenants dated December 20, 2000 and recorded July 3, 2001 in Document No. 0010588003. Declaration of Protective Covenants dated July 30, 2004 and recorded January 26, 2005 in Document No. 0502612185. (Affects Parcels 1, 3, 6 and 7)
6. Provisions, Covenants and Restrictions contained in the Declaration of Protective Covenants Walden International executed by LaSalle National Bank, as Trustee under Trust Agreement dated March 1, 1973 and known as Trust Number 45533 and as Trustee under Trust Agreement dated September 6, 1973 and known as Trust Number 46592, dated March 17, 1980 and recorded March 28, 1980 as Document No. 25406331. Amendment to Declaration of Protective Covenants dated December 20, 2000 and recorded July 3, 2001 in Document No. 0010588003.
7. Easement over the area as shown by dotted lines for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with the right to overhand aerial service wires and the right of access to such wires, as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown by dotted lines on the plat of subdivision of Walden International recorded January 30, 1980 as Document No. 25342431. (Affects Parcels 1, 5, 6 and 7)
8. Easement over the area as shown by dotted lines for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with gas service, together with right of access to said equipment as created by grant to Northern Illinois Gas Company and its respective successors and assigns and as shown by dotted lines on the plat of

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subdivision of Walden International recorded January 30, 1980 as Document No. 25342431.
(Affects Parcels 1, 3, 5, 6 and 7)

9. Easements contained in the Declaration of Easements, Covenants and Restrictions made December 14, 1981 by Walden Investment Corporation, a corporation of Illinois to American National Bank, as Trustee, under Trust Agreement dated April 15, 1981 and known as Trust Number 52538, said declaration recorded December 17, 1981 as Document No. 26088347.
(Affects Parcels 1, 3, 6 and 7)

10. Easement as shown on plat of resubdivision recorded October 6, 1982 as Document No. 26374113 reserved for and granted to Cablenet of Illinois, Incorporated, The Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company and the Village of Schaumburg and their respective successors and assigns to install, lay, construct, renew, operate and maintain underground conduits and cables, sewers and water mains with all necessary manholes, phone, electric, sewer, gas and water service, together with right to keep trimmed any trees, shrubs or saplings and relating to permanent buildings or structures and as depicted. (Affects Parcel 1)

11. Terms, provisions and conditions relating to the non-exclusive easements as set forth in Document Nos. 26442124, 25342431 and in 26374113. (Affects Parcels 3, 5, 6 and 7)

12. Rights of the adjoining owner or owners to the concurrent use of the easements. (Affects Parcels 3, 5 and 6)

13. Rights of relocation contained in paragraphs 1 and 4 (D) of the Declaration of Easements for Resubdivision of Lots 1 and 2 in Walden International recorded December 17, 1982 as Document No. 26442124. (Affects Parcel 6)

14. Easement in, upon, under, over and along the land to install and maintain all equipment for the purpose of serving the land and other property with electric service, together with right of access to said equipment, as created by grant to the Commonwealth Edison Company recorded October 25, 1983 as Document No. 26841094.

15. Right of the public or quasi public utilities.

16. Parking Easement Agreement recorded December 29, 1995 as Document No. 95908016 and re-recorded December 6, 1996 as Document No. 96926551.

17. Memorandum of Lease by and between HHP-Schaumburg, L.L.C., Landlord, and VoiceStream GSM I Operating Company, L.L.C., a Delaware limited liability company, Tenant, dated May 15, 2003 and recorded September 19, 2003 in Document No. 0326222028.

18. Leaking Underground Storage Tank Environmental Notice recorded September 25, 2006 in Document No. 0626815180, with no further remediation letter attached.

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19. Memorandum of Building and Rooftop Lease Agreement between HHP-Schaumburg, L.L.C., Lessor, and Chicago SMSA Limited Partnership, d/b/a Verizon Wireless, Lessee, dated January 19, 2009 and recorded January 26, 2009 in Document No. 0902618007.

20. Rights of tenants now in possession of the land under leases assigned to Grantee under the terms of the Agreement.

21. Violation of the covenants and restrictions set forth in the Declaration of Protective Covenants dated March 17, 1980 and recorded March 28, 1980 as Document No. 25406331. In that the land was not developed in accordance with the Site Plat (Exhibit 3) attached to said instrument.

22. Encroachment of the building onto the easement grant for telephone facilities located on the land pursuant to the grant recorded as Document No. 25342431 and No. 26374113.

[end of Exhibit "B"]