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This document was prepared by:

WOLLN LAN GROUP CLG 325 WEST HURON S. SE 60; Chicago D. 60654

After recording return to and mail tax by to:

WOLIN LAW GROUP LLC 325 West Huron St., Ste. 602 Chicago, Illinois 60654 Attention: Julie L. Kaminski



Doc# 2302622001 Fee \$88,00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/26/2023 09:26 AM PG: 1 OF ?

THE ABOVE SPACE FOR RECORDER'S USE ONLY

#### SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations received, BOF IL WINDY POINTE I LLC, a Delaware limited liability company ("Grantor"), having an office at 1277 Lenox Park Blvd., Suite 200, Atlanta CA 30319, does hereby sell and convey to INDUSPAD-BRAVEHEART I LLC, a Delaware limited lightly company ("Grantee") having an office at 46 Stafford St., Lawrence, MA 01841, all of the grantor's rights, title and interest in and to the following described real property being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property"); situated in Cook County, Illinois, together with all improvements thereon and all of the Grantor's interest in any rights and privileges solely appurtenant thereto subject, however, to those matters described in Exhibit B attached hereto and made a part hereof for all purposes.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining: TO HAVE AND TO HOLD the Property, with the appurtenances thereto, unto Grantee and its successors and assigns.

Grantor, for itself, and its successors, does covenant, promise and agree, to WARRANT AND FOREVER DEFEND the Property unto Grantee, its successors and assigns, against every person lawfully claiming the same, or any part thereof, by through, or under Grantor but not otherwise.

[SIGNATURE PAGE FOLLOWS]

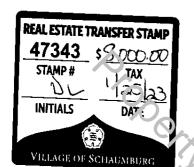
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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the undersigned has made, executed and delivered this Special Warranty Deed as of this day of January, 2023.

#### **BOF IL Windy Pointe I LLC**

a Delaware limited liability company



By: BOF Office Portfolio Holdings II LLC

a Delaware limited liability company

Its: Sole and Managing Member

By: BOF JV Office Portfolio LLC

a Delaware limited liability company

Its: Sole and Managing Member

By: Bridge Office Fund GP LLC

a Delaware limited liability company

Its: Manager

Name: Jeff Shaw

Its: Manager

State of GEORGIA )
) SS
County of Fulton

The foregoing instrument has been acknowledged before me this 10 day of 2023, by Jeff Shaw, as Manager of Bridge Office Fund GP LLC, a Delaware linited liability company, which is the Manager of BOF JV Office Portfolio LLC, a Delaware limited liability company which is the Sole and Managing Member of BOF Office Portfolio Holdings II LLC, a Delaware limited company which is the Sole and Managing Member of BOF IL Windy Pointe I LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing i istrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

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## EXHIBIT A TO SPECIAL WARRANTY DEED LEGAL DESCRIPTION

#### Land Parcel

LOT 1 IN WINDY POINT OF SCHAUMBURG A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 99137488, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, UTILITIES, STORM DRAINAGE, PARKING AND SIGNAGE FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS, RECIPROCAL RIGHTS AND EASEMENTS FOR WINDY POINT OF SCHAUMBURG SUBDIVISION RECORDED FEBRUARY 9, 1999, AS DOCUMENT NUMBER 99137489, AND AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NUMBER 99474175 AND BY SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 09025166, ASSIGNMENT OF DECLARANT'S RIGHTS EXECUTED BY WINDY POINT OF SCHAUMBURG, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO WELLS OPERATING PARTNERSHIP, L.P., A DEL OUNT CLORATE OFFICE DELAWARE LIMITED PARTNERSHIP, REJORDED JANUARY 3, 2002 AS DOCUMENT 0020011721.

Address of Property: 1500 McConnor Parkway, Permanent Index Nos.: 07-12-400-052-0000 Schaumburg, IL.

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## EXHIBIT B TO SPECIAL WARRANTY DEED PERMITTED EXCEPTIONS

- 1. Rights or claims of tenants under the Leases as tenants only, without any rights of first refusal or rights of first offer to purchase the Property.
- 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
- 3. Easement for Ingress and Egress made by Union Oil Company of California, a corporation of California, to Northern Illinois Gas Company, its successors and assigns, recorded May 7, 1974, as Document 22709206. Of a perpetual easement and right of way in, upon, along and across the following described property: A strip of Land 20 feet in width commencing at the Center of Said Section 12; thence North along the north-south quarter Section line of the said Section a distance of 238.15 feet to a point on the Southerly right of way line of Northern Illinois Gas Company right of way; thence North vesterly along the said right of way line a distance of 1167.70 feet for a point of beginning; thence continuing along the said line a

distance of 20 feet to a point on the East line of Meacham Road as widened; thence South along said East line a distance of 380 feet to a point; thence East 20 feet to a point; thence North 330 feet to the point of beginning (as shown on Exhibit "A" attached thereto)

- 4. Agreement dated May 28, 1982, and recorded June 25, 1982, as Document 26272215 and also as depicted on Plat of Easement recorded as Document 26277216 made by Union Oil Company of California, a California Corporation, to the Village of Schaumburg relating to an easement for the purpose of the installation, maintenance, repair and replace of an underground watermain covering certain property situated in the Village of Schaumburg and the terms contained therein.
- 5. Grant of easement and dedication made by Union Oil Company of California to Northwest Suburban Municipal Joint Action Water Agency recorded June 14, 1032 as Document 26258380, of a perpetual easement on, under and across part of the Land for installing, maintaining, repairing and replacing of an underground water main with meter and pressure control vault and an above-grade control building over the vault, with a driveway for ingress and greess, and the terms and provisions as therein contained. Consent to Easement Agreement dated March 8, 1983 and recorded May 3, 1983 as Document 26591233 made by and between Northern milinois Gas Company and Northwest Suburban Municipal Joint Action Water Agency.
- 6. Third Amended and Restated Annexation Agreement made between Union Oil Company of California, a California Corporation doing business as "Unocal" ("Union Oil"); Unocal Land and Development Company, a California Corporation ("Unocal Land"); Community Centers One, LLC, a Delaware Limited Liability Company; Ikea Property, Inc., a Delaware Corporation and the Village of Schaumburg, recorded December 22, 1995, as Document 95892801.

First Amendment Thereto recorded December 30, 1997, as Document 97978767.

Ordinance authorizing the execution of the First Amendment by the Village of Schaumburg recorded February 3, 1998, as Document 98088872.

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Second Amendment Thereto recorded July 23, 1998, as Document 98639896.

7. Easements, covenants, conditions and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), contained in the document recorded February 9, 1999 as Document No. 99137489.

First Amendment Thereto recorded May 17, 1999, as Document 99474175.

Second Amendment Thereto recorded November 1, 1999, as Document 09025166. Assignment of declarant's rights executed by Windy Point of Schaumburg, LLC, a Delaware Limited Liability Company to wells operating partnership, L.P., a Delaware Limited partnership, recorded January 3, 2002, as Document 0020011721.

- 8. Easements for public utilities and Ingress and egress as shown on the Plat of Subdivision recorded as Cocument 99137488, as amended by partial releases recorded as Document Numbers 00971197, 00971198, 00973515 and 0010608530 and as relocated by Plat of Easement and Vacation recorded as Document 00996627.
- 9. Ordinance Granting Preliminary B-3 Development Plan approval, site plan approval Lots 1 and 2, building height ariation and amendment to the Unocal Annexation Agreement and Master Development Plan, a copy of which was recorded June 8, 2000, as Document 00419038.
- 10. Easement in favor of Windy Point of Schaumburg II, LLC, a Delaware Limited Liability Company, its successors and assigns for the purpose of the use of 20 parking spaces identified on Exhibit "A" attached thereto, subject to the terms and provisions contained therein, recorded/filed May 22, 2002, as Document No. 0020585330 and rerecorded February 10, 2003, as Document 0030197922 affecting a portion of the Land.
- 11. As shown on the survey made by CDS Commercial dated December 15, 2017, and designated Job No. 17-09-0238:001A the following:
  - There is a utility building located partially on the Land and partially on prolic property West and adjoining at the Northwest Corner.
- Water main easement created by Plat of Easement recorded July 9, 1998, as document 98591530.
- 13. Easements for public utilities and Ingress and egress as shown on the Plat of Subdivision recorded as
  - document 99137488, as amended by partial releases recorded as document numbers 00971197, 00971198, 00973515 and 0010608530 and as relocated by Plat of easement and vacation recorded as document 00996627.
- 14. Ordinance Granting Preliminary b-3 Development Plan approval, site plan approval Lots 1 and 2, building height variation and amendment to the Unocal Annexation

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Agreement and Master Development Plan, a copy of which was recorded June 8, 2000, as document 00419038.

- 15. 20 foot watermain easement in favor of Northwest suburban Municipal Joint Action Water Agency per document number 26992573, over the Northeast side of Lot 2.
- 16. Terms, provisions, and conditions relating to the easement described in the property legal description as contained in the instrument creating said easement, and rights of the adjoining owner or owners to the concurrent use of said easement.



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REAL ESTATE TRANSFER TAX

23-Jan-2023





COUNTY: 4,000.00 ILLINOIS: 8,000.00 TOTAL: 12,000.00

07-12-400-052-0000

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