

NOT AN OFFICIAL DOCUMENT

2023-1-003
12/26/2023 02:41 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Dec 06 2023 LM

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

LIMITED WARRANTY DEED

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SREIT 6451 NORTHWIND, L.L.C., a Delaware limited liability company (“**Grantor**”), whose address is c/o Starwood Capital Group, 2340 Collins Avenue, Miami Beach, Florida 33139, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has, this 24th day of November, 2023, subject to the exceptions hereinafter set forth, **GRANTED, SOLD, and CONVEYED** and does hereby **GRANT, SELL, and CONVEY** unto **EXETER 6451-6471 NORTHWIND, L.P.**, a Delaware limited partnership (“**Grantee**”), whose address is Five Radnor Corporate Center, 100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087, certain land located in Lake County, Indiana, and being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference, together with all improvements located on such land and all appurtenances thereto (such land, improvements and appurtenances being collectively referred to herein as the “**Property**”).

This conveyance is made and accepted subject to all matters set out in **Exhibit B** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances pertaining thereto, including all of Grantor’s right, title and interest in and to adjoining streets, alleys and rights-of-way, unto Grantee and Grantee’s successors, heirs and assigns forever; and Grantor does hereby bind itself and its successors and heirs to warrant and forever defend the Property unto Grantee and Grantee’s successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, for matters arising subsequent to the vesting of title in Grantor.

Grantor covenants and warrants that, except as noted above, the Property is free of any encumbrance made or suffered by said Grantor.

Notwithstanding any provision hereof to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Limited Warranty Deed (the “**Deed**”) accepts the physical condition of the Property “**AS IS, WITH ALL FAULTS.**”

The undersigned person executing this Deed on behalf of Grantor represents and certifies that such person is an Authorized Signatory of Grantor and has been fully authorized and empowered to execute and deliver this Deed; that Grantor has the capacity to convey the real estate described herein; and that all necessary organizational action for the making of such conveyance has been taken and done.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

GRANTOR:

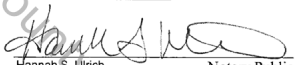
SREIT 6451 NORTHWIND, L.L.C., a
Delaware limited liability company

By: 
Name: Garret Overlock
Its: Authorized Signatory

STATE OF New York)
) SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Garret Overlock, known by me (or proved to me on the basis of satisfactory evidence to be) an Authorized Signatory of SRIET 6451 Northwind, L.L.C., a Delaware limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 15th day of November, 2023.


Hannah S. Ulrich, Notary Public

My Commission Expires: 05/02/2026

My County of Residence is: New York

My Commission No. is: 01UL6432512

Grantee's Address and Send Tax Statements to:
100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087

Return Deed to:

The Chase Law Group, LLC, 1447 York Road, Suite 505, Lutherville, Maryland 21093

This instrument prepared by Teddy Miller, White & Case LLP, 609 Main Street, Suite 2900, Houston, Texas 77002.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Teddy Miller

HANNAH S. ULRICH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01UL6432512
Qualified in New York County
My Commission Expires 05-02-2026

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EXHIBIT A

Legal Description of Property

Lot 3C in Replat #2 of North Winds Crossings - Unit Two, an addition to the City of Hobart, Lake County, Indiana, as per plat thereof recorded December 19, 2013, in Plat Book 106, Page 77, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

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EXHIBIT B

Permitted Exceptions

1. Taxes, assessments and governmental charges for 2023 and subsequent years as not yet due and payable.
2. Laws, ordinances and governmental regulations (including but not limited to building, zoning, land use, and subdivision ordinances and regulations).
3. Right-of-Way granted to Sinclair Refining Company, its successors and assigns, dated November 1, 1943, and recorded November 6, 1943, in Misc. Record 363, page 587, as Instrument No. 113976 of the Lake County Records; as affected by Assignment to Sinclair Pipe Line Company, its successors and assigns, dated December 29, 1950, and recorded January 15, 1951, in Misc. Record 539, page 106, as Instrument No. 516796; as further affected by Assignment of Right of Way Easement to ARCO Pipe Line Company, dated December 16, 1991, and recorded January 15, 1992, as Instrument No. 92002695; as further affected by Assignment of Right-of-Way Easements to NORCO Pipeline, Inc., recorded July 14, 1993, as Instrument No. 93045423; as further affected by Assignment of Right-of-Way Easements to NORCO Pipe Line Company, LLC, recorded September 5, 2003, as Instrument No. 2003-092360; as further affected by Partial Release of Easements & Agreement by NORCO Pipe Line Company, LLC and Indiana Land Becknell Investors L.L.C., recorded April 11, 2007, as Instrument No. 2007-029518.
4. Right of Way granted to Tecumseh Pipe Line Company, its successors and assigns, dated February 6, 1957, and recorded March 4, 1957, in Misc. Record 682, page 498, as Instrument No. 12440 of the Lake County Records; as affected by Assignment of Right of Way Easement to NI Pipeline Company, its successors and assigns, dated April 13, 1993, and recorded May 12, 1993, as Instrument No. 93030910.
5. Right of Way and Easement Grant to Lakehead Pipe Line Company, Inc., its successors, grantees and assigns, dated April 10, 1969, and recorded April 19, 1969, as Instrument No. 13030, re-recorded July 11, 1969, as Instrument No. 23632 of the Lake County Records; as affected by Conveyance, Assignment and Bill of Sale to Lakehead Pipe Line Company, Limited Partnership, dated December 8, 1991, and recorded December 19, 1991, as Instrument No. 91064623.
6. Easements and building setback lines as set forth on the plat of North Wind Crossings, recorded July 22, 2004, in Plat Book 95 Page 86; and, on the plat of Opportunity Subdivision Unit Four, recorded December 27, 2005, in Plat Book 98 Page 74; and, on the plat of North Wind Crossings - Unit Two, recorded January 22, 2007, in Plat Book 100 Page 89; and, on Replat #1 of North Wind Crossings - Unit Two, recorded June 26, 2012, in Plat Book 105 Page 73; and, on Replat #2 of North Wind Crossings - Unit Two, recorded December 19, 2013, in Plat Book 106 Page 77, each in the Lake County Records.
7. Declaration of Covenants, Easements, Conditions and Restrictions, dated January 25, 2006, and recorded February 23, 2006, as Instrument No. 2006-014309 of the Lake County Records, and Declaration of Covenants, Easements, Conditions and Restrictions, dated May 10, 2004, and recorded May 21, 2004, as Instrument No. 2004-042450 of the Lake County Records; both as Amended by Agreement to Amend,

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- Restate & Consolidate Declaration of Covenants, Easements, Conditions and Restrictions dated October 17, 2019, and recorded December 18, 2019, as Instrument No. 2019-087419.
8. Covenant to Provide Storm Water Drainage Easements, recorded February 23, 2006, as Instrument No. 2006-014310 of the Lake County Records.
 9. Easement for Electrical Lines and Gas Mains granted to Northern Indiana Public Service Company, its successors and assigns, dated October 15, 2004, and recorded November 1, 2004, as Instrument No. 2004-093151 of the Lake County Records.
 10. Encroachment Agreement between Enbridge Energy, Limited Partnership and Indiana Land Becknell Investors LLC, dated September 6, 2013, and recorded February 27, 2014, as Instrument No. 2014-011536 of the Lake County Records.
 11. Long-Term Operation and Maintenance Agreement by and between Indiana Land Becknell Investors LLC and the City of Hobart, Indiana, dated April 7, 2015, and recorded May 7, 2015, as Instrument No. 2015-027467 of the Lake County Records.
 12. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by SREIT 6451 Northwind, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation, dated November 26, 2019, and recorded December 18, 2019, as Instrument No. 2019-087439 in the Lake County Records; last assigned to Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, by Assignment thereof dated January 30, 2020, and recorded May 19, 2020, as Instrument No. 2020-027288, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.
 13. Assignment of Leases and Rents by SREIT 6451 Northwind, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation, dated November 26, 2019, and recorded December 18, 2019, as Instrument No. 2019-087440 in the Lake County Records; last assigned to Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, by Assignment thereof dated January 30, 2020, and recorded May 19, 2020, as Instrument No. 2020-027289, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.
 14. UCC-1 Financing Statement naming Exeter 6451-6471 Northwind, L.P., as Debtor, and Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, as Secured Party, recorded concurrently herewith.