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2001-11-20 16:27:47
Cook County Recorder 33.50



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RECORDING REQUESTED BY

Chicago Title Insurance Company

AND WHEN RECORDED MAIL TO:

CATELLUS DEVELOPMENT CORPORATION
201 Mission Street
San Francisco, California 94105
Attn: Records Custody

(SPACE ABOVE FOR RECORDER'S USE)

GROUND LEASE ASSIGNMENT AND AGREEMENT

THIS GROUND LEASE ASSIGNMENT AND AGREEMENT (this "Agreement") is made as of November 19, 2001, by and between HAVERFORD-GLENVIEW, L.L.C., a Delaware limited liability company ("Assignor"), and CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation (in its capacity as lessor under the Ground Lease (as hereinafter defined), the "Ground Lessor"; and in its capacity as assignee of the Assignor's interest in the Ground Lease, the "Assignee").

RECITALS

A. Pursuant to that certain Ground Lease, dated as of January 9, 2001, between Ground Lessor, and Assignor, as Ground Lessee (the "Ground Lease"), Assignor is leasing certain real property as more particularly described on Exhibit A attached hereto (the "Property"), and on January 24, 2001, Assignor and Assignee caused to be recorded as Document No. 0010059817 in the Official Records of Cook County, Illinois (the "Official Records"), that certain Memorandum of Ground Lease dated as of January 9, 2001 (the "Memorandum").

B. Subject to the terms and conditions set forth in this Agreement, Assignor desires to assign to Assignee and Assignee desires to assume all of Assignor's rights, interests and obligations under the Ground Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed and acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption of Ground Lease. Effective as of date first written above (the "Effective Date"), Assignor hereby assigns, delegates and transfers to Assignee all of its rights, benefits, interests, obligations and duties under the Ground Lease and Assignee hereby unconditionally assumes and agrees to keep, perform and observe all of the covenants, conditions, duties, obligations and liabilities of Assignor under the Ground Lease (collectively, the "Assignment").

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2. Effect of Assignment and Assumption. Without limiting the provisions of the paragraph above, Assignee hereby agrees to assume all obligations of Assignor under the Ground Lease on and after the Effective Date of the Assignment. The parties hereto agree that, after the Effective Date, Assignor shall have no further obligation or liability under the Ground Lease.

3. Representations by Assignor and Assignee. Each of Assignor and Assignee represent and warrant that Assignor and Assignee have obtained or prior to the Effective Date will obtain all consents, permits, licenses, approvals and authorizations from governmental authorities which are necessary to permit the Assignment.

4. Miscellaneous Provisions.

(a) Successors and Assigns. The terms, covenants, and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors, and permitted assigns.

(b) Authority of the Parties. Each of the parties executing this Agreement hereby represents and warrants to the others that it has all requisite power and authority, corporate or otherwise, to enter into and deliver this Agreement.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement via telephone facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(d) Attorneys' Fees. If any party brings an action or other proceeding against any other party or parties to enforce any of the terms or conditions hereof, or by reason of any breach hereunder, the party or parties prevailing in any such action or proceeding and any appeal thereupon shall be paid all of its or their costs and reasonable attorneys' fees and expenses incurred therein by the non-prevailing party or parties to such action or proceeding.

(e) Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

(f) Integration. This Agreement and all contemporaneously entered into written agreements contain the entire understandings among the parties relating to the matters set forth herein. All prior agreements, understandings, representations and statements with respect to the subject matters hereof, whether direct or indirect, oral or written, are merged into and superseded by this Agreement, and shall be of no further force or effect.

(g) Cooperation of Parties. Each party agrees to sign any other and further instruments and documents and take such other actions as may be reasonably necessary

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or proper in order to accomplish the intent of this Agreement, so long as the terms thereof are fully consistent with the terms of this Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the date first above written.

ASSIGNOR:

HAVERFORD-GLENVIEW, L.L.C.,
a Delaware limited liability company

By: Highridge Asset Management, L.L.C.,
a Delaware limited liability company.
its Manager

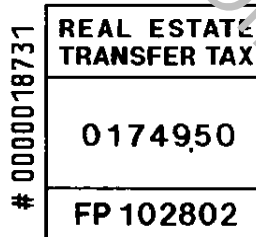
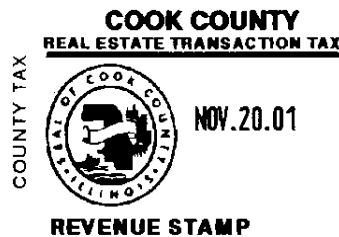
By: Highridge Management, Inc.,
a California corporation,
its Managing Member

By: Michael Keeley
Michael Keeley
Vice-President

ASSIGNEE:

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Michael D. Fisk
Name: Michael D. Fisk
Title: Vice President



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STATE OF California)
) ss.
COUNTY OF Los Angeles)

On November 8, 2001, before me,

Marilyn Tsuge, a Notary Public, personally
appeared Michael Healey, personally known
to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s)
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s), or the entity up or behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.



Signature Marilyn Tsuge (Seal)

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STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

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On November 15, 2001, before me, **Jennifer Bregman**, a Notary Public, personally appeared Michael D. Fisk, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature _____

A handwritten signature in cursive script, appearing to read "Jennifer Bregman", written over a horizontal line.

(Seal)

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STREET ADDRESS: *Patriot Blvd at Willow Road, Glenview, IL*
CITY: COUNTY: COOK
TAX NUMBER: 04-22-101-039-0000

LEGAL DESCRIPTION:

PARCEL 1: LOT 1 OF PRAIRIE GLEN CORPORATE CAMPUS, PHASE 1, UNIT 1, A RESUBDIVISION OF A PORTION OF LOT 4 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28, AND 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE NORTH 40 FEET OF LOT 2 OF PRAIRIE GLEN CORPORATE CAMPUS, PHASE 1, UNIT 1, A RESUBDIVISION OF A PORTION OF LOT 4 IN GLENVIEW NAVAL AIR STATION SUBDIVISION NO. 2, BEING A SUBDIVISION OF PART OF SECTIONS 15, 21, 22, 23, 26, 27, 28, AND 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY SAID RESUBDIVISION RECORDED AS DOCUMENT NUMBER 0010389642.

Exhibit A