



# UNOFFICIAL COPY

easements over, across, in, upon, under, through and along the Property, including easements for the construction, maintenance and operation of an advertising sign, as said easements are more particularly described in the Easement Agreement (the "Easement Premises");

WHEREAS, Assignor desires to assign the Easement Agreement to Assignee, and Assignee desires to assume all of Assignor's right, title and interest in and to the Easement Agreement pursuant to the terms and condition set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are by reference made an integral part of this Assignment.
2. Assignment. Assignor does hereby assign to Assignee the Easement Agreement, together with all rights, privileges, and easements thereunder or associated therewith, and all of Assignor's right, title and interest in and to the Easement Premises, including, without limitation, all rights to security deposits, if any, heretofore delivered by Assignor to the Grantor under the Easement Agreement (to the extent Assignee reimburses the same to Assignor in cash on the date hereof).
3. Assumption. Assignee hereby accepts the assignment and hereby agrees to comply with and be bound by all the terms and conditions of the Easement Agreement and to assume and promptly perform all covenants, agreements, duties, responsibilities and obligations of Assignor pursuant to the Easement Agreement (but only to the extent that Assignor is obligated under the Easement Agreement) accruing after the date hereof.
4. Indemnification. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any loss, cost, expense, damage, claim, action, cause of action, suit or other liability ("Damages") asserted against Assignee arising out of, or based upon (a) a failure by Assignor to timely pay any rental or perform any covenant, agreement, duty, responsibility or obligation of Assignor, as tenant, under the Easement Agreement which accrues on or before the date hereof, or (b) any act or omission of Assignor, its employees, agents, contractors, licensees and invitees, in connection with the Easement Premises or the Grantor's Property accruing prior to the date hereof.

Assignee hereby agrees to indemnify and hold Assignor harmless from or against any loss, cost, expense, damage, claim, action, cause of action, suit or other liability asserted against Assignor arising out of, or based upon (a) a failure by Assignee to timely pay any rental or perform any covenant, agreement, duty, responsibility, or obligation of Assignee, as tenant, under the Easement Agreement which accrues after the date hereof, or (b) any act or omission of Assignee, its employees, agents licensees, invitees, successors or assigns, in connection with the Easement Premises or the Grantor's Property accruing after the date hereof.

# UNOFFICIAL COPY

5. Notices. Assignor hereby agrees that it shall promptly deliver to Assignee copies of any notices, demands or other written communications which it receives in connection with the Easement Agreement.

All notices hereunder shall be given by personal delivery or reputable overnight courier service or certified mail, return receipt requested, postage prepaid, addressed as follows:

As to Assignee: 3745 Atlanta Industrial Boulevard  
Atlanta, Georgia 30331-1094

6. Limited Warranty. Assignor hereby binds itself, its representatives, successors and assigns to forever warrant and defend Assignor's title to the Easements unto Assignee, its successors and assigns, against every person claiming by, through or under Assignor.

7. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with, the laws of Illinois, without reference to law pertaining to conflicts of laws.

[SIGNATURE PAGE FOLLOWS]

11143023



# UNOFFICIAL COPY

ASSIGNEE:

VIACOM OUTDOOR INC., a Delaware corporation

By: [Signature]  
Print Name: TS Hunt  
Title: ETP

STATE OF New York  
COUNTY OF New York S.S.

I, Amy Berlin, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Tina Hunt and \_\_\_\_\_, personally known to me to be the SVP of **VIACOM OUTDOOR INC., a Delaware corporation**, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer aforesaid, he/she signed and delivered the said instrument of writing as such officer of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors or other corporate authorities of said corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20<sup>th</sup> day of November, 2001.

My Commission Expires: \_\_\_\_\_

[Signature]  
Notary Public

AMY G. BERLIN  
NOTARY PUBLIC, State of New York  
No. 02BE5066955  
Qualified in New York County  
Commission Expires Oct. 7, 2002

11143023

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### GRANTOR'S PROPERTY:

LOT 3 IN SANTA FE HODGKINS-WILLOW SPRINGS INDUSTRIAL DISTRICT, UNIT 4, A SUBDIVISION IN THE WEST 1/2 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### SIGN EASEMENT PARCEL:

NORTH 8 FEET OF THE SOUTH 31 FEET OF THE WEST 8 FEET OF THE EAST 294 FEET OF LOT 3 IN THE SANTA FE HODGKINS-WILLOW SPRINGS INDUSTRIAL DISTRICT UNIT 4, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### ACCESS AND UTILITY EASEMENT PARCEL:

THE NORTH 20 FEET OF THE SOUTH 40 FEET OF THE EAST 349 FEET OF LOT 3 IN THE SANTA FE HODGKINS-WILLOW SPRINGS INDUSTRIAL DISTRICT UNIT 4, BEING A SUBDIVISION IN THE WEST HALF OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number of Grantor Parcel: 18-28-300-043-0000

7550 Santa Fe  
Hodgkins

11143023