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Cook County Recorder

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This Document Prepared By:

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[ABOVE SPACE FOR RECORDING OFFICE USE]

6-20

STATE OF ILLINOIS

) SS

COUNTY OF COOK

DI 7920754

ASSIGNMENT AND ASSUMPTION OF EASEMENTS TRANSPORT

THIS ASSIGNMENT OF EASEMENTS (this "Assignment"), is made and entered into as of this 20" day of November 2001 (the "Effective Date"), by and between WINDSOR OUTDOOR INC., an Illinois corporation ("Assignor"), having an address of 9950 West Lawrence Avenue, Suite 108, Schiller Park, Illinois 60176, and VIACOM OUTDOOR INC., a Delaware corporation ("Assignee"), having an address of 250% North Black Canyon Highway, Phoenix, Arizona 85009.

WITNESSETH:

DFWHELTO 314276 v2

BOX 333-CTT

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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. <u>Recitals</u>. The foregoing recitals are true and correct and are by reference made an integral part of this Assignment.
- 2. <u>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).</u>
- 3. <u>Assumption</u>. 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, Juties, 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. <u>Indemnification</u>. 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 or 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.

Notices. Assignor hereby agrees that it shall promptly deliver to Assignee copies 5. 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

- Limited Warranty. Assignor hereby binds itself, its representatives, successors 6. and assigns to forever warrant and defend Assignor's title to the Easements unto Assignee, its successors and assign, against every person claiming by, through or under Assignor.
- Miscellaneo 25. 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 [SIGNATURE PAGE FOLLOVS] pertaining to conflicts of laws.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

WINDSOR OUTDOOR INC., an Illinois corporation

By: May Sm Mulvifull Skalkus

Print Name: Mary Lou Mulvinill SKalkos

Title: President

STATE OF ILLINOIS) S.S. COUNTY OF OOL)

I, Jodie Massaw, Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Massaw of WINDSOR OUTDOOR INC., an Illinois corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer aforesaid, she/he signed and delivered the said instrument of writing as such officer of said corporation, and caused the seal of said 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

day of Movember, 2001.

My Commission Expires:

Votary Public

"OFFICIAL SEAL"
Jodie M. Massaro
Notary Public, State of Illinois
My Commission Expires May 12, 2002

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	ASSIGNEE:
	VIACOM OUTDOOR INC., a Delaware
	corporation
	By: Affaut
	Print Name: 13 Haut
	Title:
^ /	
STATE OF / (M / M) S.S. COUNTY OF / M / M / M)	
SOUNTEN OF $(1/4)$ S.S.	
JOUNTY OF / (1,7/1-)	
I, Ann Boli, a Notary	Public in and for said County in the State aforesaid,
DO HEREBY CERTIFY, that Tink	and of VIACOM OUTDOOR INC., a
	scribed to the foregoing instrument, appeared before
	at as such officer aforesaid, he/she signed and
	och officer of said corporation, and caused the seal of
•	ant to authority given by the Board of Directors or
•	on as the free and voluntary act and deed of said
corporation, for the uses and purposes there	in set forte.
	Like
GIVEN under my hand and notarial	seal, this 20 lay of Navember, 2001.
My Commission Expires:	
	Notary Public

AMY G. BERLIN
NOTARY PUBLIC, State of New York
No. 02BE50669 5
Qualified in New York County
Commission Expires Oct. 7, 2002

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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 FARCEL:

THE NORTH 20 FEET OF THE SOUTH 40 FLET OF THE EAST 349 FEET OF LOT 3 IN THE SANTA FE HODGKINS-WILLOW SPRINGS PADUSTRIAL 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 COCK COUNTY, ILLINOIS.

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

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