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Cook County Recorder of Deeds  
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After recording mail to:  
Michael B. Benner  
Senior Managing Director &  
General Counsel  
Tishman Speyer Properties  
45 Rockefeller Plaza  
New York, NY 10111

*This space reserved for Recorder's use only.*

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into to be effective as of October 5<sup>th</sup>, 2007, by and between SMITH PROPERTY HOLDINGS SUPERIOR PLACE, L.L.C., a Delaware limited liability company ("Assignor") and TISHMAN SPEYER ARCHSTONE-SMITH ONE SUPERIOR PLACE, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to assume all of Assignor's right, title and interest as ground lessee in, to and under the that certain lease described on Exhibit B, attached hereto and made a part hereof (the "Ground Lease").

NOW THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignment of Ground Lease. Assignor hereby assigns, transfers, sets over and conveys to Assignee, and its successors and assigns, all of Assignor's right, title and interest in and to the Ground Lease, to have and to hold the same unto Assignee and its successors and assigns, from and after the date hereof, for the rest and remainder of the term and renewal terms, if any, thereof, subject to (a) the covenants, conditions and other provisions contained in the Ground Lease, (b) all real estate taxes and assessments not due and payable, (c) existing leases and tenancies and covenants, (d) conditions and easements and restrictions of record, (e) building lines and set backs, (f) zoning and building laws and ordinances, (g) private, public and utility easements and (h) matters that would be disclosed by a current survey of the premises demised by the Ground Lease.

2. Assumption of Ground Lease. Assignee hereby assumes the obligations of Assignor under the Ground Lease arising from and after the date hereof and shall defend,

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indemnify and hold harmless Assignor from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Assignor by reason of the failure of Assignee to fulfill, perform, discharge, and observe its obligations with respect to the Ground Lease arising on and after the date hereof. Assignor shall defend, indemnify and hold harmless Assignee from and against any liability, damages, causes of action, expenses, and attorneys' fees incurred by Assignee by reason of the failure of Assignor to fulfill, perform, discharge, and observe its obligations with respect to the Ground Lease arising before the date hereof.

3. **Further Assurances.** Each of Assignor and Assignee agree to execute, acknowledge (where appropriate) and deliver such other or further instruments of transfer or assignment as the other party may reasonably require to confirm the foregoing assignment and assumption, or as may be otherwise reasonably requested by Assignee or Assignor to carry out the intent and purposes hereof.

4. **Counterpart Execution.** This Assignment and Assumption of Ground Lease may be executed in any number of counterparts, which together shall constitute a single agreement of the parties hereto.

5. **Exculpation.** The officers, directors, shareholders, direct and indirect owners of Assignee and Assignor and their affiliates shall not be personally liable for any debts or other obligations of Assignee or Assignor, as the case may be, or in respect of any claims against Assignee or Assignor, as the case may be, arising out of this instrument and any debts, obligations or claims shall be satisfied solely out of Assignee's or Assignor's, as the case may be, interests in the Project. No personal judgment shall be sought or obtained against any officer, director, shareholder, or direct or indirect owner of Assignor or Assignee, as the case may be.

*[signature page follows]*

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

**ASSIGNOR:**

**SMITH PROPERTY HOLDINGS SUPERIOR PLACE, L.L.C.**, a Delaware limited liability company

By: Archstone-Smith Operating Trust, a Maryland real estate investment trust, its sole member

By:   
Authorized Signatory

**ASSIGNEE:** **Bethany Cheever**  
**Authorized Signatory**

**TISHMAN SPEYER ARCHSTONE-SMITH ONE SUPERIOR PLACE, L.L.C.**, a Delaware limited liability company

By:   
Authorized Signatory

**Bethany Cheever**  
**Authorized Signatory**

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bethany Cheever, Authorized Signatory of Archstone-Smith Operating Trust, a Maryland real estate investment trust, the sole member of Smith Property Holdings Superior Place, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 3<sup>rd</sup> day of October, 2007.

Mary D. Stout  
Notary Public

MARY D. STOUT  
Notary Public, State of New York  
No. 01ST6069768  
Qualified in Nassau County  
Commission Expires February 11, 2010

My Commission Expires:

February 11, 2010

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bethany Cheever, Authorized Signatory of Tishman Speyer Archstone-Smith One Superior Place, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 3<sup>rd</sup> day of October, 2007.

Mary D. Stout  
Notary Public

MARY D. STOUT  
Notary Public, State of New York  
No. 01ST6069768  
Qualified in Nassau County  
Commission Expires February 11, 2010

My Commission Expires:

February 11, 2010

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## EXHIBIT A

### LEGAL DESCRIPTION

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One Superior Place  
1 West Superior Street  
Title No. 299830I269

Lots 1, 2, 3 and 4 in Ernest Hess' Subdivision as per plat of said subdivision recorded as Document 376729 and

Lots 8 to 15, both inclusive, in the subdivision of plat of Block 32 and all of Block 49 in Wolcott's Subdivision as per plat recorded as Document 52658 and

Lots 1, 2, 3 and 4 (except the North 5.0 feet of the West 76.00 feet thereof) and Lots 5 and 6 (except the West 76.00 feet of Lots 5 and 6) and

Lot 7 in the subdivision of part of Block 32 as per plat recorded as Document 2607, and

All of the public alleys, vacated by ordinance recorded January 12, 1976 as Document 23351728, all in Section 9, Township 39 North, Range 14 East, of the Third Principal Meridian, in Cook County, Illinois.

*1. W Superior, Chicago*

*17-09-213-025 to 17-09-213-035*

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## EXHIBIT B

### DESCRIPTION OF GROUND LEASE

Deed of Ground Lease dated as of August 9, 2007 by and between Smith Property Holdings Superior Place, L.L.C., a Delaware limited liability company, as Landlord and One Superior Owner LLC, a Delaware limited liability company, as Tenant

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