



ASSIGNMENT AND ASSUMPTION AGREEMENT

Doc#: 1215334089 Fee: \$88.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/01/2012 02:07 PM Pg: 1 of 9

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of May 31, 2012, by and between the Hotel Land Company, L.L.C., an Illinois limited liability company ("Assignor"), and Ogden Plaza Garage Company, L.L.C. ("Assignee"), an Illinois limited liability company.

RECITALS:

WHEREAS, pursuant to that certain Assignment of Rights and Assignment of Lease dated December 30, 1991, attached hereto as Exhibit A, Chicago Dock and Canal Trust ("Trust") assigned to CDCT Plaza Corporation ("CDCT") all of Trust's "rights and interests of any kind which the Trust has or may have in, to or with respect to" Mayor Ogden Plaza ("Plaza"), including any "reversionary rights," and "rights of enforcement" granted to CDCT pursuant to that certain Quit Claim Deed of Dedication and Agreement dated December 29, 1988 (the "Deed"), and easement rights, among others, as well as its interest in and to that certain Lease by and between Trust and Chicago Park District ("Park District") dated July 10, 1991 (the "Lease");

WHEREAS, on April 18, 1997, CDCT assigned to Assignor, the Lease and "all intangible property owned by [CDCT] in connection" with the Lease, and Assignor assigned same to Assignee (the "April 1997 Assignment") and Assignor simultaneously became the sole shareholder of CDCT;

WHEREAS, the April 1997 Assignment was intended by the parties to transfer to Assignee all right and interest of CDCT in and to the property commonly known as Ogden Plaza, including any reversionary rights and other rights under the Deed,

WHEREAS, a question has been raised by a third party as to whether the above assignments were effective to transfer any reversionary and other rights in the Deed held by CDCT. The parties hereto wish to eliminate any uncertainty and confirm that all such rights were transferred and are transferred hereby to Ogden Garage;

WHEREAS, CDCT was dissolved on October 17, 2003;

WHEREAS, at the time of dissolution, Assignor was the sole shareholder of CDCT and was the interest holder in any remaining assets of CDCT by operation of law;

WHEREAS, Assignor, in turn, was dissolved on February 24, 2010; and

WHEREAS, NWB Real Estate Company ("NWB") was the Manager of Assignor at the time of its dissolution and pursuant to Section 35-20 of the Illinois Limited Liability Company Act is authorized, as trustee for the member(s) and creditors of Assignor, to convey any property that is discovered after dissolution on behalf of and in the name of Assignor.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby stipulate, covenant and agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated into this Assignment by this reference, and by execution hereof the parties acknowledge the truth and accuracy thereof.

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2. Assignment. Effective as of the date set forth above, Assignor does hereby convey, grant, bargain, sell, transfer, assign, deliver, and confirm unto Assignee, and Assignee's successors and assigns, all of Assignor's right, title, obligation, liability, and interest in and to the Deed, including specifically, any and all reversionary rights and other rights in the Deed, as such rights may be more fully described or identified in Exhibit A hereto (collectively, the "Assigned Interest").

3. Assumption. Assignee hereby agrees to accept the assignment of the Assigned Interest and hereby assumes, and agrees to be liable for, bound by and perform, the covenants, agreements, and obligations of Assignor, in, to and under the Assigned Interest.

4. Authority. NWB hereby represents and warrants that it has all requisite power and authority to enter into this Assignment and to act on behalf of Assignor and its member and creditors.

5. Binding Effect. This Assignment shall inure to, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignee shall execute and deliver such further and additional instruments, agreements, and other documents, and shall take such further and additional actions, as may be appropriate or necessary to carry out the provisions of this Agreement.

7. Amendments. This Assignment may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.

8. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules of such state.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed one and the same instrument.

10. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting any other provision of this Assignment.

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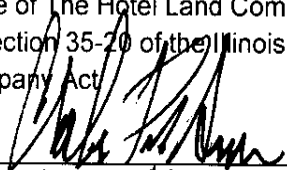
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

The Hotel Land Company, L.L.C.

By: NWB Real Estate Company, its Manager at dissolution, as trustee for the member and creditors of the Hotel Land Company, L.L.C., acting in the name of The Hotel Land Company, L.L.C. pursuant to Section 35-20 of the Illinois Limited Liability Company Act

By: 

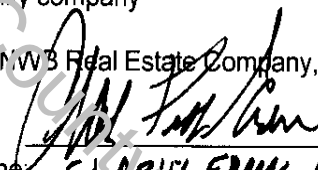
Name: CHARLES FRANK GROH

Its: President

ASSIGNEE:

Ogden Plaza Garage Company, L.L.C., an Illinois limited liability company

By: NWB Real Estate Company, its Manager

By: 

Name: CHARLES FRANK GROH

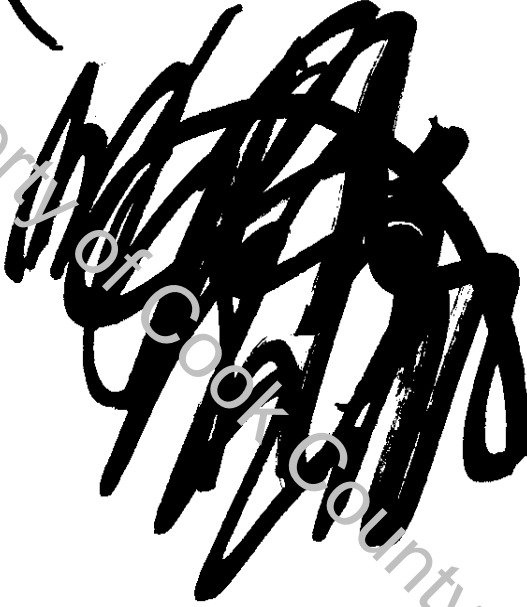
Its: President

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Exhibit A

Property of
COT
County Clerk's Office



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DECEMBER 29 1991

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RECORDED
12/27/91

ASSIGNMENT OF RIGHTS AND ASSIGNMENT OF LEASE (Mayor Ogden Plaza)

91690674

THIS ASSIGNMENT OF RIGHTS AND ASSIGNMENT OF LEASE is made this day of December, 1991, by and between THE CHICAGO DOCK AND CANAL TRUST, an Illinois business trust (the "Trust"), and CDCT PLAZA CORPORATION, an Illinois corporation ("Plaza Corporation").

WHEREAS, by Quit Claim Deed of Dedication and Agreement dated as of December 29, 1988 and recorded December 30, 1988 as Document No. 8800000 (the "Original Deed of Dedication"), the Trust conveyed, relinquished and dedicated to the Chicago Park District (the "Park District") for park purposes, among other property, all of the Trust's interest in certain real property located in the City of Chicago, County of Cook, commonly known as Mayor Ogden Plaza, and legally described in Exhibit A attached hereto (the "Plaza"); and

WHEREAS, by Reformation of Agreement and Release and Abrogation of Easement dated July 10, 1991, but made effective as of December 29, 1988 and recorded December 17, 1991 as Document No. 91654995 (the "Reformation Agreement") by and between the Trust and the Park District, the Original Deed of Dedication was reformed and amended so as to abrogate a certain easement retained by the Trust in the subsurface area of the Plaza and to grant to the Trust in lieu thereof an option to lease said subsurface area, which option was confirmed by a certain Option Agreement dated as of July 10, 1991, between the Trust and the Park District (the "Lease Option"); the Original Deed of Dedication as reformed and amended by the Reformation Agreement is herein referred to as the "Deed of Dedication"; and

WHEREAS, in accordance with the Lease Option, the Park District leased to the Trust the subsurface area of the Plaza pursuant to a Lease dated July 10, 1991 (the "Lease"), which Lease was memorialized in a Memorandum of Lease dated as of July 10, 1991 and recorded December 27, 1991 as Document No. 91675058; and

WHEREAS, the Trust has or may have certain vesting rights, enforcement rights and other rights with respect to the Plaza either pursuant to the terms of the Deed of Dedication or otherwise; and

This instrument was prepared by
(and return after recording to): Box 326
Michael F. Carr
Burke, Wilson & McIlvaine
500 West Madison Street
Suite 3700
Chicago, Illinois 60661
(312) 715-5000

RECORDED
12/27/91

91690674

OG 001657

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DECEMBER 91

WHEREAS, the Trust desires to assign to Plaza Corporation and Plaza Corporation desires to accept all of the rights which Trust has or may have with respect to the Plaza, including the Trust's interest in the Lease;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trust hereby assigns, conveys, and quitclaims to Plaza Corporation, its successors and assigns: (i) all rights and interests of any kind which the Trust now or may have in, to or with respect to the Plaza, including without limitation, any and all reversionary rights, rights of re-entry, rights of first refusal, easement rights, rights of approval or consent, and rights of enforcement, whether pursuant to the terms of the Deed of Dedication or any other agreement heretofore entered into between the Trust and the Park District, or pursuant to statutory or common law and (ii) all right, title and interest of Trust in, to and under the Lease Option and the Lease and the leasehold created thereby, together with any improvements constructed on said leasehold.

Plaza Corporation hereby accepts the foregoing assignment and agrees to be bound by the terms of the Deed of Dedication, the Lease Option and the Lease. Plaza Corporation further covenants and agrees to perform all obligations of Tenant under the Lease arising from and after the date hereof.

IN WITNESS WHEREOF, the Trust and Plaza Corporation have caused this instrument to be executed by their duly authorized officers as of the date first above written.

ATTEST:

Michael F. Csar
Michael F. Csar,
Assistant Secretary

THE CHICAGO DOCK AND CANAL TRUST,
an Illinois business trust

By: Charles R. Gardner
Charles R. Gardner, President

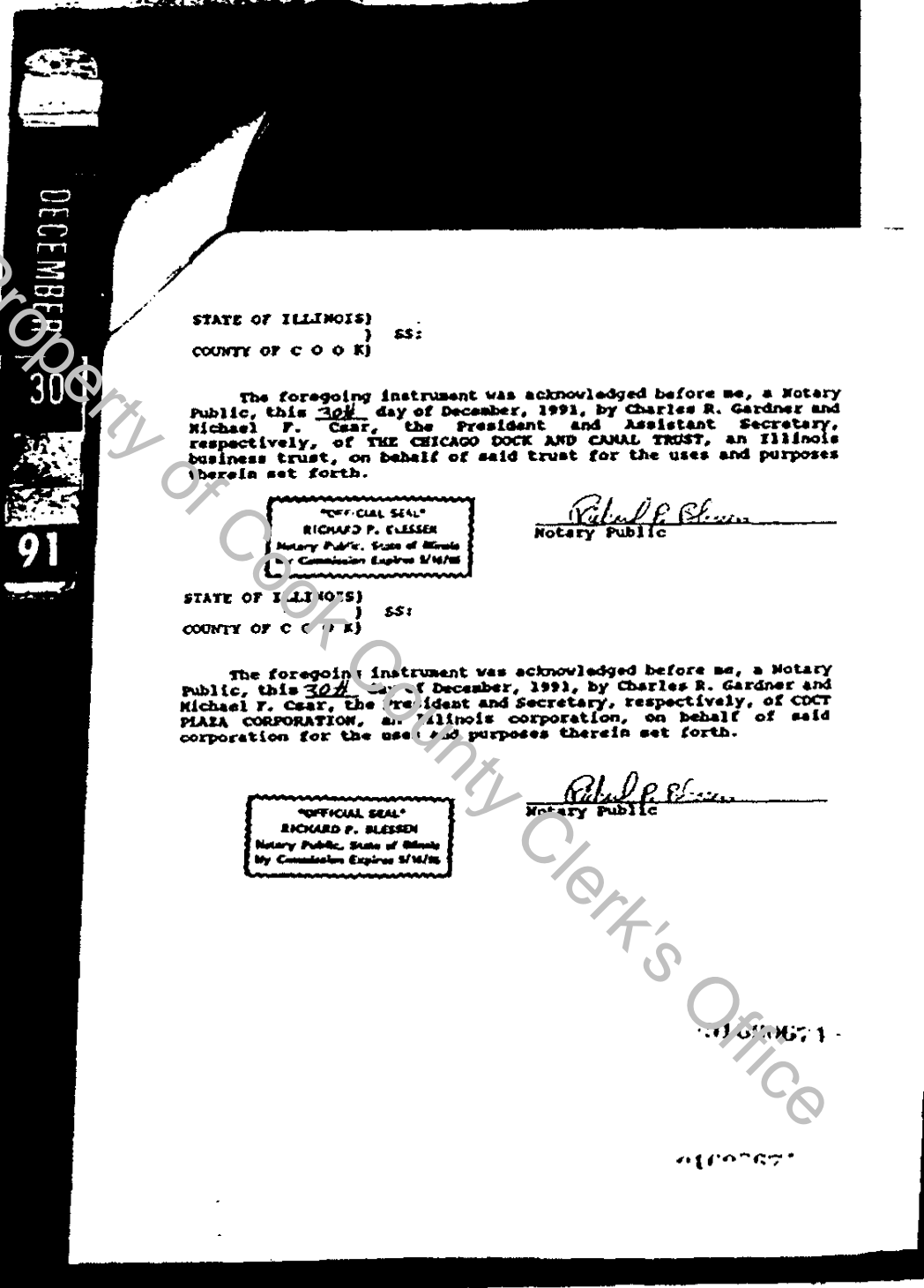
ATTEST:

Michael F. Csar
Michael F. Csar, Secretary

CDCT PLAZA CORPORATION,
an Illinois corporation

By: Charles R. Gardner
Charles R. Gardner, President

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DECEMBER
30
91

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

The foregoing instrument was acknowledged before me, a Notary Public, this 30th day of December, 1991, by Charles R. Gardner and Michael F. Csar, the President and Assistant Secretary, respectively, of THE CHICAGO DOCK AND CANAL TRUST, an Illinois business trust, on behalf of said trust for the uses and purposes therein set forth.

Richard P. Blessen
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

The foregoing instrument was acknowledged before me, a Notary Public, this 30th day of December, 1991, by Charles R. Gardner and Michael F. Csar, the President and Secretary, respectively, of COCT PLAZA CORPORATION, an Illinois corporation, on behalf of said corporation for the uses and purposes therein set forth.

Richard P. Blessen
Notary Public

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DECEMBER 30

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EXHIBIT A
To Assignment of Rights
And Assignment of Lease
(Mayor Ogden Plaza)

Legal Description

ALL OF BLOCK 9 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Address of Property:

East of Columbus Drive, between East Illinois Street and East North Water Street, Chicago, Illinois

Permanent Index Numbers: 17-10-219-009
17-10-219-010

#1690674

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LEGAL DESCRIPTION

ALL OF BLOCK 9 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Property Address: 303 E. Illinois Street, Chicago, Illinois 60611

PIN: 17-10-219-015-8002

Property of Cook County Clerk's Office