



Doc#: 1414235201 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/22/2014 01:52 PM Pg: 1 of 9

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Janet M. Johnson
Schiff Hardin LLP
233 South Wacker Drive
Suite 6600
Chicago, Illinois 60606

For Recorder's Office Use Only

GROUND LEASE
ASSIGNMENT AND ASSUMPTION AGREEMENT
(Ground Lessor's Interest)

THIS GROUND LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of May 9, 2014 ("Effective Date") by and between **CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to Harris Trust and Savings Bank, as Trustee under a Trust Agreement dated April 29, 1991 and known as Trust No. 94707 ("Assignor"), and **PARCEL E-1 LLC**, an Illinois limited liability company ("Assignee").

INTRODUCTION

Assignor is the record owner of a tract of land consisting of approximately 47.14 acres in total situated in Cook County, Illinois, which land is commonly referred to as Parcel E-1, and which is legally described on Exhibit A attached hereto ("Premises"). Concurrently with the execution and delivery of this Assignment, Assignor is conveying the Premises to Assignee. Pursuant to that certain Ground Lease for Real Estate Parcel E-1 dated as of November 22, 1996, which was recorded on December 9, 1996 in the Office of the Recorder of Cook County, Illinois as Document No. 96927871, as amended by that certain First Amendment to Ground Lease dated as of January 6, 1997 and recorded in the Office of the Recorder of Cook County, Illinois as Document No. 97141059, Assignor leased the Premises to RKZ Venture Group L.L.C., as Lessee (said Ground Lease and any and all amendments thereto are referred to herein as the "**Ground Lease**"). The Lessee's interest in the Ground Lease has been assigned pursuant to various partial assignments to the residential unit owners of the various residential units on the Premises and to the homeowners association responsible for the common areas on the Premises.

Assignor desires to assign all of its right, title and interest as Lessor in and to the Ground Lease to Assignee, and Assignee desires to assume all of Assignor's right, title and interest as Lessor in and to the Ground Lease. This Assignment sets forth the terms and conditions of the assignment and assumption of the Ground Lease.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as set forth in the numbered paragraphs below.

UNOFFICIAL COPY

TERMS AND CONDITIONS

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers, assigns and sets over unto Assignee, its successors and assigns, as of the Effective Date, all of Assignor's right, title and interest as Lessor in and obligations as Lessor under the Ground Lease.

2. Assumption. Assignee hereby accepts the foregoing assignment of the Ground Lease and assumes and agrees to perform and be bound by all of the terms, obligations, covenants and conditions imposed upon the Lessor under the Ground Lease from and after the Effective Date.

3. Indemnity. Assignee agrees to indemnify, protect, defend and hold harmless Assignor and its beneficiary or beneficiaries and such beneficiary or beneficiaries' officers, directors, employees, agents, successors and assigns from any claims, liabilities, damages, demands, loss, damage, costs or expenses arising out of a breach by Assignee under the Ground Lease to the extent arising on or after the Effective Date.

4. Counterparts. The parties hereto agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

6. Further Assurances. The parties hereto agree to take any and all action and to execute thereafter any and all documents and instruments which a requesting party deems necessary or desirable to accomplish the purposes of this Assignment.

7. Other Provisions. This Assignment shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Illinois without reference to its conflicts of law rules. Section headings and numbers here in are included for convenience of reference only, and if there shall be any conflict between any such numbers and headings and the text of this Assignment, the text shall control. This Assignment shall be deemed to have been jointly drafted by the parties. This Assignment (including the foregoing Introduction and the exhibits referred to in this Assignment and attached hereto, which are hereby incorporated herein and made a part hereof by reference) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications of the parties dealing with such subject matter, whether oral or written.

8. Trustee Exculpation. This Assignment is executed by **CHICAGO TITLE AND TRUST COMPANY**, not personally, but solely as Successor Trustee to Harris Trust and Savings Bank, as Trustee under a Trust Agreement dated April 29, 1991 and known as Trust No. 94707, solely in the exercise of the power and authority conferred upon and vested in said trustee in its capacity as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability whatsoever against said trustee personally and in particular, without limiting the generality of the foregoing, there shall be no personal liability to comply with the terms of this Assignment, to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said trustee of every sort, if any, is hereby expressly waived by every person and entity now or hereafter claiming any right or security under this Assignment; and that so far as said trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the

UNOFFICIAL COPY

Premises leased pursuant to the Ground Lease for the payment thereof. It is further understood and agreed that said trustee has no agents or employees and has merely held naked title to the Premises described in the Ground Lease; that said trustee has had no control over, or under the Ground Lease, and has had no responsibility for (a) the management or control of the Premises, (b) the upkeep, inspection, maintenance or repair of the Premises, (c) the collection of rents or rental from the Premises, or (d) the conduct of any business which has been carried on upon the Premises.

[Remainder of Page Intentionally Blank]

[Signature and notary pages follow]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNOR:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee, as aforesaid

By: [Signature]
Printed Name: Harriet Denisewicz
Its: Trust Officer



ACKNOWLEDGMENT

STATE OF ILLINOIS)

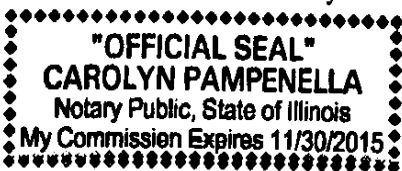
) SS.

COUNTY OF COOK)

Officer

Harriet Denisewicz, the Trust/ ~~President~~ of CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as Successor Trustee to Harris Trust and Savings Bank, as Trustee under a Trust Agreement dated April 29, 1991 and known as Trust No. 94707, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust/ ~~President~~ Officer appeared before me this day in person and acknowledged that ~~he~~/she signed and delivered said instrument as ~~his~~ her own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 16 day of May, 2014.



[Signature]
Notary Public

My commission expires:

[Signature and notary page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

ASSIGNEE:

PARCEL E-1 LLC,
an Illinois limited liability company

By: By Mathew C Zemel, President
By: Mathew C. Zemel, President

ACKNOWLEDGMENT

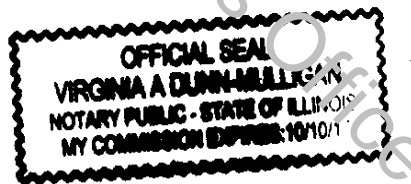
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

Mathew C. Zemel, the President of PARCEL E-1 LLC, an Illinois limited liability company, who is 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 and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9 day of MAY, 2014.

Virginia A. Dunn-Mulligan
Notary Public

My commission expires:
10/10/17



UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL E-1:

A PARCEL OF LAND WITHIN THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 04 MINUTES 54 SECONDS EAST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 600.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81 DEGREES 06 MINUTES 03 SECONDS WEST 481.74 FEET TO A LINE THAT IS 50 FEET EASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 29 DEGREES 44 MINUTES 54 SECONDS WEST ALONG SAID 50 FOOT LINE, 510.61 FEET; THENCE NORTHWESTERLY 527.33 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 11,000.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 31 DEGREES 07 MINUTES 18 SECONDS WEST 527.28 FEET); THENCE NORTH 32 DEGREES 29 MINUTES 42 SECONDS WEST 708.83 FEET TO A POINT ON A LINE 33.00 FEET NORTHEASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD; THENCE NORTHEASTERLY 20.86 FEET ALONG THE LAST SAID LINE BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 4,579.77 FEET (THE CHORD OF SAID ARC BEARS NORTH 32 DEGREES 37 MINUTES 32 SECONDS WEST 20.86 FEET); THENCE NORTH 56 DEGREES 06 MINUTES 37 SECONDS EAST 869.09 FEET; THENCE SOUTH 61 DEGREES 04 MINUTES 23 SECONDS EAST 45.94 FEET; THENCE NORTH 49 DEGREES 40 MINUTES 45 SECONDS EAST 890.51 FEET TO SAID NORTH-SOUTH CENTER LINE OF SECTION 14; THENCE SOUTH 01 DEGREES 04 MINUTES 54 SECONDS WEST ALONG SAID NORTH-SOUTH CENTER LINE OF SECTION 14, 2,474.64 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Addresses are all in Northbrook, Illinois 60062

| Residential Unit/Common Area Addresses | PIN Numbers |
|---|--------------------|
| 2183 Royal Ridge Dr (Common Area) | 04-14-301-007-0000 |
| 801 Country Club Ln | 04-14-301-008-0000 |
| 809 Country Club Ln | 04-14-301-009-0000 |
| 817 Country Club Ln | 04-14-301-010-0000 |
| 825 Country Club Ln | 04-14-301-011-0000 |
| 833 Country Club Ln | 04-14-301-012-0000 |
| 841 Country Club Ln | 04-14-301-013-0000 |
| 849 Country Club Ln | 04-14-301-014-0000 |
| 857 Country Club Ln | 04-14-301-015-0000 |
| 865 Country Club Ln | 04-14-301-016-0000 |
| 813 Country Club Ln | 04-14-301-017-0000 |
| 881 Country Club Ln | 04-14-301-018-0000 |
| 889 Country Club Ln | 04-14-301-019-0000 |
| 897 Country Club Ln | 04-14-301-020-0000 |
| 2002 Royal Ridge Dr | 04-14-301-021-0000 |
| 2008 Royal Ridge Dr | 04-14-301-022-0000 |
| 2014 Royal Ridge Dr | 04-14-301-023-0000 |

UNOFFICIAL COPY

| Residential Unit/Common Area Addresses | PIN Numbers |
|---|--------------------|
| 2020 Royal Ridge Dr | 04-14-301-024-0000 |
| 2026 Royal Ridge Dr | 04-14-301-025-0000 |
| 2032 Meadowview Ct | 04-14-301-026-0000 |
| 2038 Meadowview Ct | 04-14-301-027-0000 |
| 2044 Meadowview Ct | 04-14-301-028-0000 |
| 2050 Meadowview Ct | 04-14-301-029-0000 |
| 2056 Meadowview Ct | 04-14-301-030-0000 |
| 2004 Claridge Ct | 04-14-301-031-0000 |
| 2012 Claridge Ct | 04-14-301-032-0000 |
| 2020 Claridge Ct | 04-14-301-033-0000 |
| 2028 Claridge Ct | 04-14-301-034-0000 |
| 2036 Claridge Ct | 04-14-301-035-0000 |
| 2044 Claridge Ct | 04-14-301-036-0000 |
| 2052 Claridge Ct | 04-14-301-037-0000 |
| 2060 Claridge Ct | 04-14-301-038-0000 |
| 2068 Claridge Ct | 04-14-301-039-0000 |
| 2076 Claridge Ct | 04-14-301-040-0000 |
| 2105 Claridge Ln | 04-14-301-041-0000 |
| 2101 Claridge Ln | 04-14-301-042-0000 |
| 2001 Royal Ridge Dr | 04-14-301-043-0000 |
| 2007 Royal Ridge Dr | 04-14-301-044-0000 |
| 2013 Royal Ridge Dr | 04-14-301-045-0000 |
| 2019 Royal Ridge Dr | 04-14-301-046-0000 |
| 2025 Royal Ridge Dr | 04-14-301-047-0000 |
| 2033 Royal Ridge Dr | 04-14-301-048-0000 |
| 2041 Royal Ridge Dr | 04-14-301-049-0000 |
| 2049 Royal Ridge Dr | 04-14-301-050-0000 |
| 2057 Royal Ridge Dr | 04-14-301-051-0000 |
| 2103 Royal Ridge Dr | 04-14-301-052-0000 |
| 2109 Royal Ridge Dr | 04-14-301-053-0000 |
| 2115 Royal Ridge Dr | 04-14-301-054-0000 |
| 2121 Royal Ridge Dr | 04-14-301-055-0000 |
| 2127 Royal Ridge Dr | 04-14-301-056-0000 |
| 2133 Royal Ridge Dr | 04-14-301-057-0000 |
| 2139 Royal Ridge Dr | 04-14-301-058-0000 |
| 2145 Royal Ridge Dr | 04-14-301-059-0000 |
| 2151 Royal Ridge Dr | 04-14-301-060-0000 |
| 2157 Royal Ridge Dr | 04-14-301-061-0000 |
| 2148 Royal Ridge Dr | 04-14-301-062-0000 |
| 2142 Royal Ridge Dr | 04-14-301-063-0000 |
| 2136 Royal Ridge Dr | 04-14-301-064-0000 |
| 2130 Royal Ridge Dr | 04-14-301-065-0000 |
| 2122 Royal Ridge Dr | 04-14-301-066-0000 |
| 2116 Royal Ridge Dr | 04-14-301-067-0000 |
| 2111 Claridge Ln | 04-14-301-068-0000 |
| 2115 Claridge Ln | 04-14-301-069-0000 |
| 2119 Claridge Ln | 04-14-301-070-0000 |
| 2123 Claridge Ln | 04-14-301-071-0000 |

UNOFFICIAL COPY

| Residential Unit/Common Area Addresses | PIN Numbers |
|---|--------------------|
| 2127 Claridge Ln | 04-14-301-072-0000 |
| 2131 Claridge Ln | 04-14-301-073-0000 |
| 2135 Claridge Ln | 04-14-301-074-0000 |
| 2139 Claridge Ln | 04-14-301-075-0000 |
| 2143 Claridge Ln | 04-14-301-076-0000 |
| 2147 Claridge Ln | 04-14-301-077-0000 |
| 2150 Claridge Ln | 04-14-301-078-0000 |
| 2152 Claridge Ln | 04-14-301-079-0000 |
| 2156 Claridge Ln | 04-14-301-080-0000 |
| 2158 Claridge Ln | 04-14-301-081-0000 |
| 2160 Royal Ridge Dr | 04-14-301-082-0000 |
| 2166 Royal Ridge Dr | 04-14-301-083-0000 |
| 2172 Royal Ridge Dr | 04-14-301-084-0000 |
| 2178 Royal Ridge Dr | 04-14-301-085-0000 |
| 2184 Royal Ridge Dr | 04-14-301-086-0000 |
| 2188 Royal Ridge Dr | 04-14-301-087-0000 |
| 859 Turnberry Ln | 04-14-301-088-0000 |
| 851 Turnberry Ln | 04-14-301-089-0000 |
| 843 Turnberry Ln | 04-14-301-090-0000 |
| 835 Turnberry Ln | 04-14-301-091-0000 |
| 827 Turnberry Ln | 04-14-301-092-0000 |
| 819 Turnberry Ln | 04-14-301-093-0000 |
| 811 Turnberry Ln | 04-14-301-094-0000 |
| 803 Turnberry Ln | 04-14-301-095-0000 |
| 900 Edgebrook Ln | 04-14-301-096-0000 |
| 908 Edgebrook Ln | 04-14-301-097-0000 |
| 916 Edgebrook Ln | 04-14-301-098-0000 |
| 924 Edgebrook Ln | 04-14-301-099-0000 |
| 932 Edgebrook Ln | 04-14-301-100-0000 |
| 940 Edgebrook Ln | 04-14-301-101-0000 |
| 948 Edgebrook Ln | 04-14-301-102-0000 |
| 956 Edgebrook Ln | 04-14-301-103-0000 |
| 964 Edgebrook Ln | 04-14-301-104-0000 |
| 972 Edgebrook Ln | 04-14-301-105-0000 |
| 980 Edgebrook Ln | 04-14-301-106-0000 |
| 853 Gleneagle Ln | 04-14-301-107-0000 |
| 845 Gleneagle Ln | 04-14-301-108-0000 |
| 837 Gleneagle Ln | 04-14-301-109-0000 |
| 829 Gleneagle Ln | 04-14-301-110-0000 |
| 821 Gleneagle Ln | 04-14-301-111-0000 |
| 813 Gleneagle Ln | 04-14-301-112-0000 |
| 805 Gleneagle Ln | 04-14-301-113-0000 |
| 902 Waterford Ln | 04-14-301-114-0000 |
| 910 Waterford Ln | 04-14-301-115-0000 |
| 918 Waterford Ln | 04-14-301-116-0000 |
| 926 Waterford Ln | 04-14-301-117-0000 |
| 934 Waterford Ln | 04-14-301-118-0000 |
| 942 Waterford Ln | 04-14-301-119-0000 |

UNOFFICIAL COPY

| Residential Unit/Common Area Addresses | PIN Numbers |
|---|--------------------|
| 950 Waterford Ln | 04-14-301-120-0000 |
| 958 Waterford Ln | 04-14-301-121-0000 |
| 847 Balmoral Ln | 04-14-301-122-0000 |
| 839 Balmoral Ln | 04-14-301-123-0000 |
| 831 Balmoral Ln | 04-14-301-124-0000 |
| 823 Balmoral Ln | 04-14-301-125-0000 |
| 815 Balmoral Ln | 04-14-301-126-0000 |
| 807 Balmoral Ln | 04-14-301-127-0000 |
| 2209 Wyndance Way | 04-14-301-128-0000 |
| 2213 Wyndance Way | 04-14-301-129-0000 |
| 2217 Wyndance Way | 04-14-301-130-0000 |
| 2221 Wyndance Way | 04-14-301-131-0000 |
| 2225 Wyndance Way | 04-14-301-132-0000 |
| 2229 Wyndance Way | 04-14-301-133-0000 |
| 2233 Wyndance Way | 04-14-301-134-0000 |
| 2237 Royal Ridge Dr | 04-14-301-135-0000 |
| 2241 Royal Ridge Dr | 04-14-301-136-0000 |
| 2245 Royal Ridge Dr | 04-14-301-137-0000 |
| 2249 Royal Ridge Dr | 04-14-301-138-0000 |
| 2253 Royal Ridge Dr | 04-14-301-139-0000 |
| 2257 Royal Ridge Dr | 04-14-301-140-0000 |
| 2261 Royal Ridge Dr | 04-14-301-141-0000 |
| 2265 Royal Ridge Dr | 04-14-301-142-0000 |
| 2241 Royal Ridge Dr | 04-14-301-143-0000 |
| 2273 Royal Ridge Dr | 04-14-301-144-0000 |
| 2277 Royal Ridge Dr | 04-14-301-145-0000 |
| 2281 Royal Ridge Dr | 04-14-301-146-0000 |
| 2292 Royal Ridge Dr | 04-14-301-147-0000 |
| 2288 Royal Ridge Dr | 04-14-301-148-0000 |
| 2284 Royal Ridge Dr | 04-14-301-149-0000 |
| 2278 Royal Ridge Dr | 04-14-301-150-0000 |
| 2270 Royal Ridge Dr | 04-14-301-151-0000 |
| 2266 Royal Ridge Dr | 04-14-301-152-0000 |
| 2236 Royal Ridge Dr | 04-14-301-153-0000 |
| 2232 Royal Ridge Dr | 04-14-301-154-0000 |
| 2228 Royal Ridge Dr | 04-14-301-155-0000 |
| 2222 Royal Ridge Dr | 04-14-301-156-0000 |
| 2206 Royal Ridge Dr | 04-14-301-157-0000 |
| 2200 Royal Ridge Dr | 04-14-301-158-0000 |
| 2185 Royal Ridge Dr (Common Area) | 04-14-301-159-0000 |
| 2020 Royal Ridge Dr | 04-14-301-160-0000 |
| 2032 Meadowview Ct | 04-14-301-161-0000 |
| 2038 Meadowview Ct | 04-14-301-162-0000 |
| 2044 Meadowview Ct | 04-14-301-163-0000 |
| 2036 Claridge Ct | 04-14-301-164-0000 |
| 2044 Claridge Ct | 04-14-301-165-0000 |