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Karen A. Yarbrough
Cook County Recorder of Deeds
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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Janet M. Johnson
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Suite 6600
Chicago, Illinois 60606

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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 Trustee under a Trust Agreement dated May 31, 2006 and known as Trust No. 1114332 ("**Assignor**"), and **PARCEL SE-1B-2 LLC**, an Illinois limited liability company ("**Assignee**").

INTRODUCTION

Assignor is the record owner of a tract of land consisting of approximately 7.1733 acres in total situated in Cook County, Illinois, which land is commonly referred to as Parcel SE-1B-2, 1100 Willow Road, Northbrook, Illinois 60062, 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 SE-1B-2 dated as of May 21, 2006, a Short Form and Memorandum of which was recorded on July 31, 2006 in the Office of the Recorder of Cook County, Illinois as Document No. 0621218089, Assignor leased the Premises to FCL Founders Drive, LLC, an Illinois limited liability company, as Lessee (said Ground Lease and any and all amendments thereto are referred to herein as the "**Ground Lease**"), and pursuant to that certain Assignment and Assumption Agreement dated as of November 10, 2010, which was recorded on November 24, 2010 in the Office of the Recorder of Cook County, Illinois as Document No. 10322842097, FCL Founders Drive, LLC assigned its interest as Lessee to Willow Investment Partners, LLC, a Delaware limited liability company, which is the current Lessee under the Ground Lease.

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.

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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 herein 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 LAND TRUST COMPANY**, not personally, but solely as Trustee under a Trust Agreement dated May 31, 2006 and known as Trust No. 1114332, 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 Premises leased pursuant to the Ground Lease for the payment

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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.

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[Signature and notary page follows]

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

PARCEL SE-1B-2:

THAT PART OF LOT SE-1B IN TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 2 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED DECEMBER 22, 2000, AS DOCUMENT NUMBER 0001007540, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT SE-1B; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT SE-1B THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) NORTH 12 DEGREES 07 MINUTES 24 SECONDS EAST 376.79 FEET; 2) NORTH 36 DEGREES 57 MINUTES 13 SECONDS EAST 67.13 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE WEST LINE OF SAID LOT SE-1B THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; 1) NORTH 36 DEGREES 57 MINUTES 13 SECONDS EAST 214.90 FEET; 2) NORTH 01 DEGREES 05 MINUTES 24 SECONDS WEST 173.10 FEET; 3) NORTH 29 DEGREES 13 MINUTES 03 SECONDS WEST 115.60 FEET; 4) NORTH 82 DEGREES 11 MINUTES 33 SECONDS WEST 132.97 FEET; 5) NORTH 00 DEGREES 24 MINUTES 56 SECONDS WEST 131.03 FEET; 6) NORTH 31 DEGREES 48 MINUTES 23 SECONDS EAST 126.59 FEET; 7) NORTH 43 DEGREES 14 MINUTES 15 SECONDS EAST 125.09 FEET; THENCE SOUTH 46 DEGREES 45 MINUTES 45 SECONDS EAST 48.96 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 55 SECONDS EAST 381.50 FEET TO THE EAST LINE OF SAID LOT SE-1B, SAID EAST LINE ALSO BEING THE WEST LINE OF HERETOFORE DEDICATED FOUNDERS DRIVE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT SE-1B THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) SOUTH 01 DEGREES 18 MINUTES 05 SECONDS WEST 69.16 FEET TO A POINT OF CURVATURE; 2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1000.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 53 MINUTES 18 SECONDS WEST, 264.83 FEET TO A POINT OF REVERSE CURVATURE; 3) ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1100.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 53 MINUTES 18 SECONDS WEST, 291.31 FEET TO A POINT OF TANGENCY; 4) SOUTH 01 DEGREES 18 MINUTES 06 SECONDS WEST 90.67 FEET; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHWEST AND NONTANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 55.00 FEET, HAVING A CHORD BEARING OF SOUTH 55 DEGREES 23 MINUTES 08 SECONDS WEST, 58.96 FEET; THENCE NORTH 89 DEGREES 08 MINUTES 08 SECONDS WEST ALONG A LINE NONTANGENT TO THE LAST DESCRIBED CURVE 29.87 FEET; THENCE NORTH 01 DEGREES 48 MINUTES 23 SECONDS EAST, 164.64 FEET; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST AND NONTANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 1176.00 FEET, HAVING A CHORD BEARING OF NORTH 08 DEGREES 05 MINUTES 03 SECONDS EAST, 201.60 FEET; THENCE NORTH 75 DEGREES 23 MINUTES 26 SECONDS WEST ALONG A LINE NONTANGENT TO THE LAST DESCRIBED CURVE 113.38 FEET TO A POINT CURVATURE; THENCE WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 459.00 FEET, HAVING A CHORD BEARING OF NORTH 79 DEGREES 37 MINUTES 12 SECONDS WEST, 67.77 FEET; THENCE SOUTH 77 DEGREES 19 MINUTES 10 SECONDS

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WEST ALONG A LINE NONTANGENT TO THE LAST DESCRIBED CURVE 37.13 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 36 SECONDS WEST 20.00 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 24 SECONDS EAST 9.00 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 36 SECONDS WEST 20.00 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 44 SECONDS WEST 24.05 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 36 SECONDS WEST 20.00 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 24 SECONDS EAST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT SE-1B, A DISTANCE OF 141.66 FEET; THENCE SOUTH 36 DEGREES 57 MINUTES 13 SECONDS WEST ALONG A LINE 10.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SAID LOT SE-1B, A DISTANCE OF 218.35 FEET; THENCE NORTH 53 DEGREES 02 MINUTES 47 SECONDS WEST 10.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: 1100 Willow Road, Northbrook, Illinois 60062

PINs: 04-23-107-009-0000 and 04-23-107-011-0000

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