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DOCUMENT NAME

ASSIGNMENT AND
ASSUMPTION OF
GROUND LEASE



1415016012

Doc#: 1415016012 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/30/2014 03:01 PM Pg: 1 of 7

RECORDED STAMP

THIS INSTRUMENT DRAFTED
BY:
Stephen C. Elliott, Esq.
Reinhart Boerner Van Deuren s.c.
1000 N. Water Street, Suite 1700
Milwaukee, WI 53202

When recorded, return to:

Dean & Fulkerson, P.C.
801 W. Big Beaver Rd., Ste. 500
Troy, MI 48084
Attn: Jeffrey L. Hudson, Esq.

Legal Description: See Exhibit A

Permanent Real Estate Index Number: 02-36-102-020-0000

Address of Real Estate: 2997 Kirchoff Road, Rolling Meadows, Illinois 60008

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ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is dated as of April 22, 2014 ("Effective Date"), by and between QSR, Inc., A Wisconsin corporation ("Assignor") and SUNDANCE, INC., a Michigan corporation ("Assignee");

RECITALS:

A. Pursuant to an Asset Purchase Agreement dated as of February 10, 2014, as amended, by and between Assignor and certain of its affiliates, and certain affiliates of Assignee (the "Original Purchasers"), assigned by the Original Purchasers to Assignee pursuant to an Amendment to Asset Purchase Agreement dated February 28, 2014 (as amended from time to time, the "Purchase Agreement"), Assignor has agreed to sell to Assignee and Assignee agreed to buy from Assignor certain estates in real property (the "Estates") held by Assignor.

B. The Estates include all of Assignor's right, title and interest in and to that certain Ground Lease by and between S&S Petroleum Products ("S&S") and Taco Bell Corp., a California corporation ("TB"), executed by S&S on June 24, 1994 and TB on August 5, 1994, assigned by TB to Assignor pursuant to an Assignment and Assumption of Lease Agreement executed July 17, 1997 and made effective as of July 24, 1997, by and between TB and Assignor (as amended, the "Ground Lease") for the land described on Exhibit "A" attached hereto (the "Lease Parcel").

C. A memorandum of the Ground Lease has been recorded in the public records of Cook County, Illinois on December 30, 1994 as Document No. 04085327 and a memorandum of the assignment of the Ground Lease by TB to Assignor was recorded in the public records of Cook County, Illinois on July 30, 1997 as Document 97553126.

D. Assignor desires to assign all of its right, title and interest in and to the Ground Lease and all of the building improvements which constitute real property and are owned by Assignor located on the Lease Parcel (the "Improvements") arising

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thereunder to Assignee, and Assignee desires to assume all of Assignor's right, title and interest in and to the Ground Lease and Improvements arising thereunder.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors and assigns, as of the Effective Date, all of its right, title and interest in and to the Ground Lease and all of its right, title and interest in and to the Improvements arising thereunder, and all of its rights, duties and obligations, whether express or implied, arising under the Ground Lease.

2. Assumption. Assignee hereby accepts the foregoing assignment of the Ground Lease and Assignor's right, title and interest in and to the Improvements arising thereunder, and, in consideration thereof, Assignee, on and after the Effective Date, hereby assumes all of Assignor's right, title and interest and all of its rights, duties and obligations, whether express or implied, arising under the Ground Lease.

3. Performance. From and after the Effective Date, Assignee hereby agrees to faithfully perform all of the duties imposed upon Assignor under the Ground Lease and to comply with all of the covenants therein contained.

4. Assignor Indemnity. Assignor agrees to indemnify, defend and hold Assignee and its officers, directors, partners, members, agents, employees, affiliates, attorneys, heirs, successors and assigns (collectively, "Assignee's Indemnified Parties") harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Assignee's Indemnified Parties and all expenses related thereto, including, without limitation, court costs and reasonable attorneys' fees, arising out of or in any way connected or related to any liability arising because of a breach of the Ground Lease by Assignor which occurred or arose or is alleged to have occurred or arisen prior to the Effective Date and which is not solely due to actions taken by Assignee.

5. Assignee Indemnity. Assignee agrees to indemnify, defend and hold Assignor and its officers, directors, partners, members, agents, employees, affiliates, attorneys, heirs, successors and assigns (collectively, "Assignor's Indemnified Parties") harmless from and against any and all liabilities, liens, claims, damages, costs, expenses, suits or judgments paid or incurred by any of Assignor's Indemnified Parties and all expenses related thereto, including, without limitation, court costs and reasonable attorneys' fees arising out of or in any way connected or related to any liability arising because of a breach of the Ground Lease by Assignee which occurred or arose or is alleged to have occurred or arisen on or after the Effective Date and which is not solely due to actions taken by Assignor.

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6. Indemnifications. Notwithstanding anything to the contrary contained herein, the indemnification obligations shall be limited by and subject to the terms and conditions of the Purchase Agreement.

7. Execution of Counterparts. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the applicable laws of the State of Illinois .

9. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and each of their respective successors and assigns.

10. Further Assurances. Assignor and Assignee, for themselves and their successors and assigns, hereby agrees to do all things, take all actions, and to execute, acknowledge, deliver and record all documents, instruments, agreements, powers of attorney and assurances as are necessary or convenient to more fully effect the assignment contemplated hereby upon the request of Assignee or Assignor, their successors or assigns, as the case may be.

[Remainder of Page Intentionally Left Blank; Signatures Appear on Following Pages]


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[Signature Page 1 of 2 to Form of Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

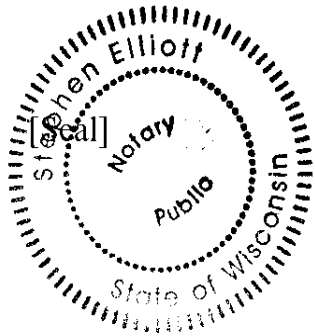
ASSIGNOR:


QSR, INC., a Wisconsin corporation

BY 
Robert Bellin, Secretary

State of Wisconsin)
 : SS
Milwaukee County)

This instrument was acknowledged before me on the 19th day of April, 2014, by Robert Bellin, Secretary of QSR, Inc.




Notary Public, State of Wisconsin
My commission is permanent.

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[Signature Page 2 of 2 to Form of Assignment and Assumption of Ground Lease]

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

ASSIGNEE:

SUNDANCE, INC., a Michigan corporation

By *Peter Lyders-Petersen*
Name Peter Lyders-Petersen
Its President

State of MICHIGAN
: SS
OAKLAND County)

This instrument was acknowledged before me on the 21 day of APRIL, 2014, by Peter Lyders-Petersen, the President of SUNDANCE, INC., a Michigan corporation.

[Seal]

Carol A. Ueblich
Notary Public, State of MICHIGAN
05-11-2014
My commission expires on

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EXHIBIT A LEGAL DESCRIPTION



THE NORTHERLY 150 FEET OF THE WESTERLY 150 FEET OF LOT "B-B" (AS MEASURED ON THE SOUTHERLY LINE OF KIRCHOFF ROAD AND ON THE EASTERLY LINE OF MEADOW DRIVE) IN ROLLING MEADOW UNIT NUMBER 10, BEING A SUBDIVISION OF LOT "U" IN ROLLING MEADOWS UNIT NUMBER 8, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, ACCORDING TO THE PLAT THEREOF REGISTERED IN OFFICE OF REGISTRAR OF TITLES ON SEPTEMBER 7, 1955 AS DOCUMENT 1618893, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT "B-B" IN ROLLING MEADOW UNIT NO. 10, BEING A SUBDIVISION OF LOT U, IN ROLLING MEADOWS UNIT NUMBER 8, BEING A SUBDIVISION IN THAT PART OF THE WEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON SEPTEMBER 7, 1955 AS DOCUMENT NUMBER 1618893; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT "B-B" (ALSO BEING THE SOUTH LINE OF KIRCHOFF ROAD), A DISTANCE OF 150.00 THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE WEST LINE OF THE AFORESAID LOT "B-B" (ALSO BEING THE EAST LINE OF MEADOW DRIVE), A DISTANCE OF 150.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PARALLEL WITH THE AFOREMENTIONED NORTH LINE OF LOT "B-B", A DISTANCE OF 150.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE AFOREMENTIONED WEST LINE OF LOT "B-B", A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Permanent Real Estate Index Number: 02-36-102-020-0000

Address of Real Estate: 2997 Kirchoff Road, Rolling Meadows, Illinois 60008

REAL ESTATE TRANSFER		05/27/2014
	COOK	\$143.50
	ILLINOIS:	\$287.00
TOTAL:		\$430.50
02-36-102-020-0000 20140401600242 4JTDM3		

CITY OF ROLLING MEADOWS, IL REAL ESTATE TRANSFER STAMP	
DATE	5/27/14 \$ 861.00
ADDRESS	2997 Kirchoff
11029	Initial <i>CL</i>