

# UNOFFICIAL COPY

RECORDING REQUESTED BY AND  
RETURN TO:



Gregg Gaines, Esq.  
DLA Piper LLP  
203 North LaSalle Street, Suite 1900  
Chicago, Illinois 60601

Doc#: 1434619168 Fee: \$46.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/12/2014 03:22 PM Pg: 1 of 5

(Space Above This Line)

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

**THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE** (the "Assignment") is made and entered into as of the 8 day of December, 2014 (the "Effective Date"), by and between **PPAIRIE MEDICAL CENTER, LLC**, an Illinois limited liability company, having its principal office and place of business at 2434 South Wolf Road, Westchester, Illinois ("Assignor"), and **WESTCHESTER I MEDICAL PROPERTIES, LLC**, a Delaware limited liability company, having its principal office and place of business at 181 W. Madison Street, Chicago, Illinois 60602 ("Assignee").



### WITNESSETH:

**WHEREAS**, pursuant to that certain Ground Lease Agreement by and between 2450 S. Wolf Road, LLC, an Illinois limited liability company, ("Lessor") and Assignor, as evidenced by that certain Memorandum of Lease dated as of even date herewith (collectively, the "Ground Lease"), Lessor leased to Assignor that certain parcel of real property located in the County of Cook, Illinois, and more particularly described on Exhibit A attached hereto; and

**WHEREAS**, Assignor has agreed to assign all of its right, title and interest in and to the Ground Lease to Assignee, and Assignee has agreed to assume and perform Assignor's liabilities and obligations arising under the Ground Lease on and after the date hereof, all in accordance with this Assignment;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee as of the Effective Date all of Assignor's right, title and interest as tenant in and to the Ground Lease and all of the rights, benefits and privileges of the tenant thereunder.
2. Assumption. Assignee hereby assumes as of the Effective Date all liabilities and obligations of Assignor under the Ground Lease which arise on or after the date hereof and agrees to perform, all obligations of Assignor under the Ground Lease which are to be performed or which become due on or after the Effective Date.

REAL ESTATE TRANSFER TAX		12-Dec-2014
	COUNTY:	2,600.00
	ILLINOIS:	5,200.00
	TOTAL:	7,800.00

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PROPERTY NATIONAL TITLE 52021425 4 of 13

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3. Amendment of Memo of Lease. The execution and recording of this Assignment shall serve to amend any memorandum of the Ground Lease which may currently be of record and to reflect that Assignee is and shall be the Lessee under the Ground Lease from and after the Effective Date.

4. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

5. Counterparts. This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

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

7. Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of Illinois.

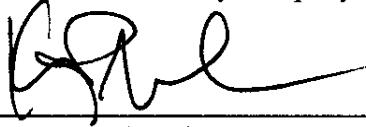
*[Remainder of page left intentionally blank]*

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

**ASSIGNOR:**

**PRAIRIE MEDICAL CENTER, LLC**, an Illinois limited liability company

By: 

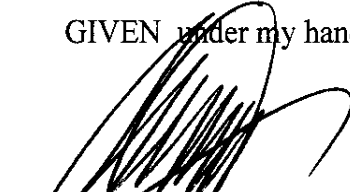
Name: Kenneth Nelson

Title: Manager

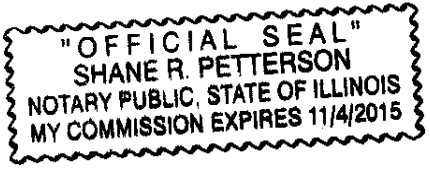
STATE OF IL )  
COUNTY OF Cook ) SS.

I, Shane R. Petterson, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kenneth Nelson, as manager of PRAIRIE MEDICAL CENTER, LLC, an Illinois 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 and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8th day of December, 2014.

  
Notary Public

My commission expires:  
11/4/15



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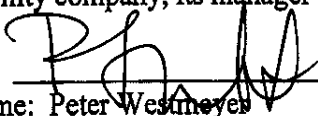
**ASSIGNEE:**

**WESTCHESTER I MEDICAL PROPERTIES, LLC,**  
a Delaware limited liability company

By: Medical Properties I JV, LLC, a Delaware limited  
liability company, its sole member and manager

By: WD X LLC, a Delaware limited liability  
company, its manager

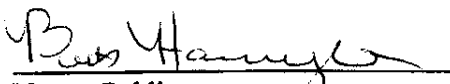
By: WD X Holdings LLC, a Delaware limited  
liability company, its manager

By:   
Name: Peter Westmeyer  
Title: Manager

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

I, Beth Harrington, a Notary Public, in and for said County, in the State  
aforesaid, DO HEREBY CERTIFY THAT Peter Westmeyer, as manager of WD X HOLDINGS  
LLC, a Delaware limited liability company, the manager of WD X LLC, a Delaware limited  
liability company, the manager of MEDICAL PROPERTIES I JV, LLC, a Delaware limited  
liability company, the sole member and manger of WESTCHESTER I MEDICAL  
PROPERTIES, LLC, 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 and delivered said instrument as his own free and  
voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8th day of December, 2014.

  
Notary Public

My commission expires:

7/29/17



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE SOUTH 150 FEET OF THE NORTH 528 FEET OF THE EAST 495 FEET, EXCEPT THE EAST 50 FEET THEREOF, OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

RIGHTS AND EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CROSS EASEMENT, ACCESS AND MAINTENANCE AGREEMENT DATED DECEMBER 8, 2014 AND RECORDED DECEMBER 12, 2014 AS DOCUMENT 1434619165 BY AND BETWEEN 2450 S. WOLF ROAD, LLC AND TDK REAL ESTATE VENTURE LAND FOR THE PURPOSE OF INGRESS AND EGRESS, PARKING, UTILITIES AND WATER RETENTION OVER THE FOLLOWING DESCRIBED LAND:

PARCEL (A): A TRACT OF LAND DESCRIBED AS THE SOUTH 275.0 FEET OF THE NORTH 528.0 FEET OF THE EAST 495.0 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 150.0 FEET AND THE EAST 50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL (B): THE SOUTH 35 FEET OF THE NORTH 253.0 FEET OF THE EAST 495 FEET (EXCEPT THE EAST 50 FEET CONVEYED FOR STREET) OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 15-30-201-014-0000

Common Address: 2450 S. Wolf Road, Westchester, Illinois *60154*