

UNOFFICIAL COPY

Document prepared by:
LeClairRyan P.C.
885 Third Avenue
New York, NY 10022
Attn: Jeffrey K. Levin, Esq,



Doc#: 1500216029 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/02/2015 11:52 AM Pg: 1 of 10

After recording,
return document to:
Outfront Media LLC,
formerly known as CBS Outdoor LLC
3150 S. 48th Street, Suite 200
Phoenix, AZ 85040
Attn: John R. Clements

-----Space Above This Line for Recording Information-----

ASSIGNMENT OF LEASE AGREEMENT

WHEREAS Windsor Outdoor, LLC, a Delaware limited liability company ("Assignor"), and Outfront Media LLC, formerly known as CBS Outdoor LLC, a Delaware limited liability company ("Assignee") have entered into a Purchase and Sale Agreement dated as of June 16, 2014, as amended (the "Agreement");

WHEREAS, pursuant to an unrecorded Assignment and Assumption of Leases, Permits and Contracts dated December 16, 2014 a copy of which is attached hereto as Exhibit A), Windsor Outdoor Development Company LLC assigned the Lease (as hereinafter defined) to Windsor Outdoor, LLC;

WHEREAS, pursuant to the Agreement, Assignor and Assignee agreed that Assignor would assign (or cause to be assigned) unto Assignee various leases, including without limitation the lease, executed by: Village of Mccook, as lessor, and WindsorOutdoor, LLC as assigned to Windsor Outdoor Development Company, LLC, as lessee, dated October 19, 2009, a memorandum of which lease was recorded October 22, 2014 as document number 1429554210, and rerecorded December 3, 2014 as document 1433708261, which lease demises the following described land for a term of twenty-five years (the "Lease"):

PARCEL 1:
THAT PORTION OF THE FOLLOWING DESCRIBED LAND, AS MORE SPECIFICALLY DEPICTED AS SIGN, SIGN BASE AND FOUNDATION ON THE DRAWING AS ATTACHED TO THE LEASE:

LOT 70, EXCEPT THE WEST 17 FEET THEREOF, IN PHILLIP'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE WEST 1/2 OF VACATED GLENCOE AVENUE LYING EAST AND ADJOINING SAID LOT 70, LYING SOUTH OF THE SOUTH LINE OF VACATED 49TH STREET AND LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 54, ALL IN PHILLIP'S SUBDIVISION, AFORESAID.

TOGETHER WITH THE SOUTH 1/2 OF VACATED 49TH STREET, LYING NORTH OF SAID LOT 70, IN

8962414 AB

UNOFFICIAL COPY

PHILLIP'S SUBDIVISION, AFORESAID.

PARCEL 2:

THAT PORTION OF THE FOLLOWING DESCRIBED LAND, AS MORE SPECIFICALLY DEPICTED AS SIGN AND SIGN BASE ON THE DRAWING AS ATTACHED TO THE LEASE:

LOT "C" IN CENTERPOINT MCCOOK INDUSTRIAL CENTER UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 1999 AS DOCUMENT NUMBER 09015566.

WHEREAS the Lease affects the premises designated by Property Index Numbers 18-10-300-021-0000, 18-11-121-003-0000, 18-11-121-004-0000 and 18-11-121-005-0000, commonly known as 4901 South First Avenue (Illinois Route 171) and 9530 West 55th Street in McCook, Illinois;


NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby grant, sell, assign and convey unto Assignee, and Assignee hereby acknowledges receipt of all of Assignor's right, title and interests in and to said Lease, to have and to hold, together with all of the rights and appurtenances thereto in any way belonging unto the Assignee, its successors and assigns, forever.
2. Assignor hereby represents and warrants that Assignor's interest in said Lease is free and clear of all liabilities, obligations and encumbrances, except as stated in such Agreement.
3. Assignee hereby agrees that from this day forward Assignee shall be liable for the obligations of Assignor in connection with the terms and conditions set forth in the Lease, except to the extent that such obligation arises with respect to any period of time prior to the Closing (as defined in the Agreement), in which case Assignor shall remain liable for such obligation.
4. (a) Assignor hereby agrees to indemnify, protect, defend and save harmless, Assignee, Assignee's partners, principals, members, officers, directors, contractors, agents and employees (collectively, the "Assignee Indemnities") from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable counsel and other professional fees and disbursements incurred in any action or proceeding), to which the Assignee Indemnitees may be subject or suffer arising from, or in connection with the Lease with respect to any time period on or prior to the date of the Closing.
- (b) Assignee hereby agrees to indemnify, protect, defend and save harmless, Assignor, Assignor's partners, principals, members, officers, directors, contractors, agents and employees (collectively, the "Assignor Indemnities") from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable counsel and other professional fees and disbursements incurred in any action or proceeding), to which the Assignor Indemnitees may be

UNOFFICIAL COPY

subject or suffer arising from, or in connection with the Lease with respect to any time period after the date of the Closing.

Property of Cook County Clerk's Office



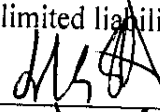
UNOFFICIAL COPY

This Agreement is executed on the 16th day of December, 2014.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 16th date of December, 2014.

ASSIGNOR:

WINDSOR OUTDOOR, LLC,
a Delaware limited liability company

By 

Name: Jim E Sando

Title: MANAGER

ASSIGNEE:

OUTFRONT MEDIA LLC, FORMERLY
KNOWN AS CBS OUTDOOR LLC,
a Delaware limited liability company

By _____

Name:

Title:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of CONNECTICUT)
County of FAIRFIELD) :ss.: GREENWICH

This instrument was acknowledged before me on December 16TH, 2014 by JOHN E STUART, as MANAGER of Windsor Outdoor, LLC, on behalf of Windsor Outdoor, LLC.

(seal)

Susan A Corbin
Notary Public

SUSAN A CORBIN
Notary Public, State of Connecticut
My Commission Expires 11-30-2018

State of _____)
County of _____) :ss.:

This instrument was acknowledged before me on December __, 2014 by _____, as _____ of Outfront Media LLC, formerly known as CBS Outdoor LLC, on behalf of Outfront Media LLC.

(seal)

Notary Public

UNOFFICIAL COPY

This Agreement is executed on the 16th day of December, 2014.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 16th date of December, 2014.

ASSIGNOR:

WINDSOR OUTDOOR, LLC,
a Delaware limited liability company

By _____
Name:
Title:

ASSIGNEE:

OUTFRONT MEDIA LLC, FORMERLY
KNOWN AS CBS OUTDOOR LLC,
a Delaware limited liability company

By *[Signature]*
Name: *Richard Savard*
Title: *EUP, GC*

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of _____)
:ss.:
County of _____)

This instrument was acknowledged before me on December __, 2014 by _____, as _____ of Windsor Outdoor, LLC, on behalf of Windsor Outdoor, LLC.


(seal)

Notary Public

State of New York)
:ss.:
County of New York)

This instrument was acknowledged before me on December 16, 2014 by Ronald Sauer, as EUP, LLC of Outfront Media LLC, formerly known as CBS Outdoor LLC, on behalf of Outfront Media LLC.

(seal)



Notary Public

ERIC DAVIS
Notary Public, State of New York
No. 02DA6083590
Qualified in Kings County
Commission Expires November 18, 2018

UNOFFICIAL COPY

Exhibit A
Assignment and Assumption of Leases, Permits and Contracts



Property of Cook County Clerk's Office

UNOFFICIAL COPY

ASSIGNMENT AND ASSUMPTION OF LEASES, PERMITS AND CONTRACTS

WHEREAS Windsor Outdoor Development Company, LLC ("Assignor"), and Windsor Outdoor, LLC ("Assignee") are related entities; and

WHEREAS Assignor and Assignee agreed that Assignor would assign unto Assignee all leases, permits, and contracts related to the billboard sites described in Exhibit A attached hereto (collectively, "Lease, Permits and Contracts"):

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby grant, sell, assign and convey unto Assignee, and Assignee hereby acknowledges receipt of all of Assignor's right, title and interests in and to said Leases, Permits and the Contracts, to have and to hold, together with all of the rights and appurtenances thereto in any way belonging unto the Assignee, its successors and assigns, forever.
2. Assignor hereby represents and warrants that said Leases, Permits and the Contracts being assigned hereunder are free and clear of all liabilities, obligations and encumbrances.
3. Assignee hereby assumes the Leases, Permits and the Contracts and agrees that from this day forward Assignee shall be liable for the obligations of Assignor in connection with the terms and conditions set forth in said Leases, Permits and Contracts.

This Agreement is executed on the 16 day of December, 2014.

Windsor Outdoor, LLC

By: [Signature]

Name: John E. Sturdt

Title: MANAGER

Windsor Outdoor Development Company, LLC

By: [Signature]

Name: John E. Sturdt

Title: MANAGER

UNOFFICIAL COPY

Exhibit A

1. THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: VILLAGE OF MCCOOK, AS LESSOR, AND WINDSOR OUTDOOR, LLC, AS ASSIGNED TO WINDSOR OUTDOOR DEVELOPMENT COMPANY, LLC, AS LESSEE, DATED OCTOBER 19, 2009, A MEMORANDUM OF WHICH LEASE WAS RECORDED OCTOBER 22, 2014 AS DOCUMENT NUMBER 1429554210, AND RERECORDED DECEMBER 3, 2014 AS DOCUMENT 1433708261,
2. THE LEASE AND EASEMENT AGREEMENT, EXECUTED BY: CHRISTINE E. VALAVANIS, AS LESSOR, AND WINDSOR OUTDOOR DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED JULY 20, 2010, A MEMORANDUM OF WHICH LEASE WAS RECORDED OCTOBER 22, 2014 AS DOCUMENT 1429554209 AND RERECORDED OCTOBER 31, 2014 AS DOCUMENT 1430448003,

Deputy Clerk's Office
Cook County Clerk's Office