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This document was prepared by:

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Chicago, IL 60654



Doc# 1717819052 Fee \$50.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/27/2017 12:47 PM PG: 1 OF 7

After recording, mail to:

TCB -- Lincoln Village, LLC  
c/o Newport Capital Partners, LLC  
350 N. LaSalle Street  
Suite 700  
Chicago, Illinois 60654

(Above Space for Recorder's use only)

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

[6059-6201 N. Lincoln Avenue, Chicago, Illinois – Shopping Center Portion]  
[6055 aka 6057 N. Lincoln Avenue, Chicago, Illinois – Senior Facility Portion]

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is executed and delivered as of the 23<sup>rd</sup> day of June, 2017 (the "Effective Date"), by IA CHICAGO LINCOLN, L.L.C., a Delaware limited liability company (the "Shopping Center Portion Assignor"), and IA CHICAGO LINCOLN II, L.L.C., a Delaware limited liability company (the "Senior Facility Portion Assignor"), and together with the Shopping Center Portion Assignor, the "Assignor"), each with an address of c/o InvenTrust Properties Corp., 2809 Butterfield Road, Oak Brook, Illinois 60523, to and in favor of TCB - LINCOLN VILLAGE, LLC, a Delaware limited liability company (the "Shopping Center Portion Assignee"), and TCB-LV GL, LLC, a Delaware limited liability company (the "Senior Facility Portion Assignee"), and together with the Shopping Center Assignee, the "Assignee"), each with an address of c/o Newport Capital Partners, LLC, 350 N. LaSalle Street, Suite 700, Chicago, Illinois 60654.

### WITNESSETH:

WHEREAS, Assignor is the owner of the leasehold estate created by that certain Lease Agreement dated as of March 21, 2002, the obligations of which are guaranteed by that certain Guaranty dated May 1, 2005 (together, the "Ground Lease") by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation organized and existing under the laws of the State of Illinois, as landlord (the "Ground Lessor") and BGP Lincoln Village, L.L.C., (x) as assigned, as to a portion of the premises described in the Ground Lease and legally described on Exhibit A hereto as to such portion, (such portion the "Shopping Center Portion") to Shopping Center Portion Assignor (f/k/a Inland American Chicago Lincoln, L.L.C.),

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and (y) as assigned, as to a portion of the premises described in the Ground Lease and legally described on Exhibit A hereto as to such portion, (such portion the "**Senior Facility Portion**") to BGP Lincoln Village II, L.L.C., and as further assigned, as to such portion, to Senior Facility Portion Assignor (f/k/a Inland American Chicago Lincoln II, L.L.C.).

WHEREAS, Shopping Center Portion Assignor desires to sell, assign, and convey to Shopping Center Portion Assignee, and Shopping Center Portion Assignee desires to accept all of Shopping Center Portion Assignor's right, title and interest in the leasehold estate created by the Ground Lease.

WHEREAS, Senior Facility Portion Assignor desires to sell, assign, and convey to Senior Facility Portion Assignee, and Senior Facility Portion Assignee desires to accept all of Senior Facility Portion Assignor's right, title and interest in the leasehold estate created by the Ground Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein. All capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Ground Lease.

2. Assignment, Assumption, and Release. Shopping Center Portion Assignor hereby SELLS, TRANSFERS, ASSIGNS and CONVEYS unto Shopping Center Portion Assignee, and Shopping Center Portion Assignee hereby (i) accepts all of Shopping Center Portion Assignor's right, title, and interest in, to, or created by the Ground Lease, and (ii) assumes all of Shopping Center Portion Assignor's duties, covenants, and obligations under the Ground Lease to be performed by the tenant thereunder to the extent first accruing on or after the Effective Date, TO HAVE AND TO HOLD Shopping Center Portion Assignor's interest in the Ground Lease, together with all of Shopping Center Portion Assignor's right, title, and interest in and to the rights and appurtenances, including improvements, structures, and fixtures located thereon or thereunto in anywise belonging, unto Shopping Center Portion Assignee and Shopping Center Portion Assignee's successors and assigns forever. Shopping Center Portion Assignor is hereby released from all duties, covenants, and obligations under the Ground Lease to the extent first arising or accruing on or after the Effective Date of this Assignment.

3. Assignment, Assumption, and Release. Senior Facility Portion Assignor hereby SELLS, TRANSFERS, ASSIGNS and CONVEYS unto Senior Facility Portion Assignee, and Senior Facility Portion Assignee hereby (i) accepts all of Senior Facility Portion Assignor's right, title, and interest in, to, or created by the Ground Lease, and (ii) assumes all of Senior Facility Portion Assignor's duties, covenants, and obligations under the Ground Lease to be performed by the tenant thereunder to the extent first accruing on or after the Effective Date, TO HAVE AND TO HOLD Senior Facility Portion Assignor's interest in the Ground Lease, together with all of Senior Facility Portion Assignor's right, title, and interest in and to the rights and appurtenances, including improvements, structures, and fixtures located thereon or thereunto in anywise belonging, unto Senior Facility Portion Assignee and Senior Facility Portion Assignee's successors and assigns forever. Senior Facility Portion Assignor is hereby released from all duties,

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covenants, and obligations under the Ground Lease to the extent first arising or accruing on or after the Effective Date of this Assignment.

4. Indemnification. Assignee will hold harmless, indemnify, and defend Assignor and Assignor's successors and assigns, as to any and all losses, costs, damages, expenses (including reasonable attorneys' fees), claims and/or causes of action (collectively, "Losses") to the extent arising from or relating to Assignee's performance or non-performance of the tenant's obligations pursuant to the Ground Lease which first accrue on or after the Effective Date of this Assignment. Assignor will hold harmless, indemnify, and defend Assignee and Assignee's successors and assigns, as to any and all Losses to the extent arising from or relating to Assignor's performance or non-performance of the tenant's obligations pursuant to the Ground Lease which first accrue prior to the Effective Date of this Assignment.

5. Governing Law. This Assignment shall be governed by the internal laws of the State of Illinois, without regarding to any conflicts of law analysis.

6. Binding Effect. This Assignment shall apply to and inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective heirs, successors, administrators and assigns, to the same extent as if they were original parties hereto.

7. Exhibits. All exhibits referenced in this Assignment are incorporated herein by reference.

8. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Ground Lease to be executed as of the day and year first above written.

**ASSIGNOR:**

**IA CHICAGO LINCOLN, L.L.C.**, a Delaware limited liability company

By: **INVENTRUST PROPERTIES CORP.**, a Maryland corporation, its sole member

By: \_\_\_\_\_  
Name: **Christopher Covey**  
Its: **Senior Vice President, Transactions**

**IA CHICAGO LINCOLN II, L.L.C.**, a Delaware limited liability company

By: **INVENTRUST PROPERTIES CORP.**, a Maryland corporation, its sole member

By: \_\_\_\_\_  
Name: **Christopher Covey**  
Its: **Senior Vice President, Transactions**

STATE OF ILLINOIS           §  
  §  
COUNTY OF DUPAGE       §

This instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2017, by Christopher Covey, SP, Transactions of **INVENTRUST PROPERTIES CORP.**, a Maryland corporation, as the sole member of **IA CHICAGO LINCOLN, L.L.C.**, a Delaware limited liability company, on behalf of said company.

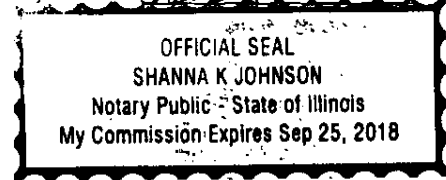
Shanna K. Johnson  
Notary Public, State of Illinois



STATE OF ILLINOIS           §  
  §  
COUNTY OF DUPAGE       §

This instrument was acknowledged before me on the 28<sup>th</sup> day of May, 2017, by Christopher Covey, SP, Transactions of **INVENTRUST PROPERTIES CORP.**, a Maryland corporation, as the sole member of **IA CHICAGO LINCOLN, L.L.C.**, a Delaware limited liability company, on behalf of said company.

Shanna K. Johnson  
Notary Public, State of Illinois

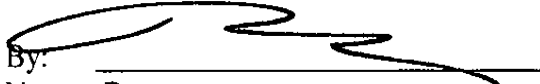


# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignee has caused this Assignment and Assumption of Ground Lease to be executed as of the day and year first above written.

**ASSIGNEE:**

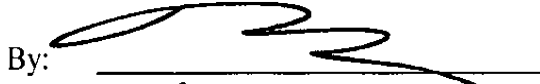
**TCB - LINCOLN VILLAGE, LLC**, a Delaware limited liability company

By: 

Name: DERRICK E. MCGAVIC

Title: Authorized Signatory

**TCB-LV GL, LLC**, a Delaware limited liability company

By: 

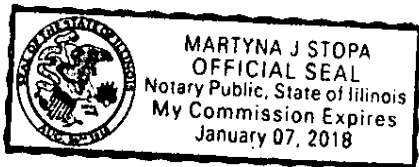
Name: DERRICK E. MCGAVIC


Title: Authorized Signatory

STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on the 13 day of June, 2017, by DERRICK E. MCGAVIC, the Authorized Signatory of **TCB - LINCOLN VILLAGE, LLC**, a Delaware limited liability company, on behalf of said limited liability company

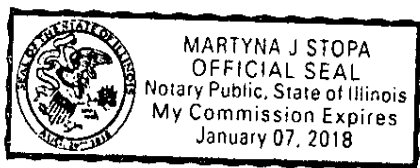


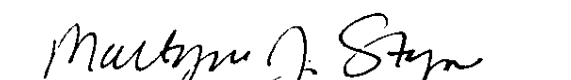
  
Notary Public, State of ILLINOIS

STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on the 13 day of June, 2017, by DERRICK E. MCGAVIC, the Authorized Signatory of **TCB-LV GL, LLC**, a Delaware limited liability company, on behalf of said limited liability company.



  
Notary Public, State of ILLINOIS

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## Exhibit A Legal Description

### SENIOR FACILITY PORTION

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR, AND BGP LINCOLN VILLAGE L. L. C., AS LESSEE, DATED MARCH 21, 2002, WHICH LEASE WAS RECORDED AUGUST 15, 2003 AS DOCUMENT 0322727118 AND ASSIGNED TO BGP LINCOLN VILLAGE II, L.L.C., LLC BY DOCUMENT RECORDED MAY 17, 2006 AS DOCUMENT 0613704182, ASSIGNMENT TO INLAND AMERICAN CHICAGO LINCOLN II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (NOW KNOWN AS IA CHICAGO LINCOLN II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY) RECORDED OCTOBER 26, 2006 AS DOCUMENT 0629939050, AND FURTHER ASSIGNED TO TCB-LV GL, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED 1717819052, 2017 AS DOCUMENT NUMBER 1717819052, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES, 57 MINUTES, 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 843.68 FEET; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 51 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET, TO THE PLACE OF BEGINNING; THENCE CONTINUING (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST A DISTANCE OF 120.00 FEET; THENCE (DEED) SOUTH 07 DEGREES 05 MINUTES 24 SECONDS EAST (MEAS.) SOUTH 08 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 194.36 FEET; THENCE SOUTH 82 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 3.93 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 145.72 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE OF 113.59 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 338.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 6055 aka 6057 N. Lincoln Avenue, Chicago, Illinois 60659

PIN: 13-02-220-035-8004

### SHOPPING CENTER PORTION

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, AS LESSOR, AND BGP LINCOLN VILLAGE L. L. C., AS LESSEE,

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DATED MARCH 21, 2002, WHICH LEASE WAS RECORDED AUGUST 15, 2003 AS DOCUMENT 0322727118 AND ASSIGNED TO INLAND AMERICAN CHICAGO LINCOLN, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (NOW KNOWN AS IA CHICAGO LINCOLN, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY) BY DOCUMENT RECORDED OCTOBER 26, 2006 AS DOCUMENT 0629939049, AND FURTHER ASSIGNED TO TCB - LINCOLN VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT RECORDED 1717819052, 2017 AS DOCUMENT NUMBER 1717819052, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 2003 AND ENDING DECEMBER 31, 2063:


A PARCEL OF LAND LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES, 57 MINUTES, 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 18.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG A LINE BEARING NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST BEING THE WESTERLY RIGHT OF WAY LINE OF THE NORTH SHORE CHANNEL A DISTANCE OF 825.03 FEET, BEING THE SOUTH LINE OF A CERTAIN EASEMENT FOR INGRESS AND EGRESS PER DOCUMENT NO. 2740255; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 25 SECONDS EAST, A DISTANCE OF 338.96 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 40 SECONDS EAST, A DISTANCE OF 87.42 FEET; THENCE SOUTH 06 DEGREES 53 MINUTES 14 SECONDS EAST, A DISTANCE OF 449.95 FEET; THENCE SOUTH 12 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.73 FEET; THENCE SOUTH 60 DEGREES 02 MINUTES 30 SECONDS WEST, A DISTANCE OF 30.39 FEET; THENCE SOUTH 82 DEGREES 21 MINUTES 54 SECONDS WEST, A DISTANCE OF 62.96 FEET; THENCE SOUTH 69 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 6059-6201 N. Lincoln Avenue, Chicago, Illinois 60659

PIN: 13-02-220-035-8003

REAL ESTATE TRANSFER TAX		27-Jun-2017	
	COUNTY:	550.00	
	ILLINOIS:	1,100.00	
	TOTAL:	1,650.00	
13-02-220-035-8004   20170601677032   0-920-184-256			

REAL ESTATE TRANSFER TAX		27-Jun-2017	
	CHICAGO:	8,250.00	
	CTA:	3,300.00	
	TOTAL:	11,550.00	
13-02-220-035-8004   20170601677032   0-257-729-984			
* Total does not include any applicable penalty or interest due.			