

# UNOFFICIAL COPY

Prepared By:

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Doc# 1915545003 Fee \$65.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 06/04/2019 09:29 AM PG: 1 OF 8

## ASSIGNMENT AND ASSUMPTION OF RESPONSIBLE PARTY'S OBLIGATIONS UNDER DECLARATION OF EASEMENTS, RESTRICTIONS AND OPERATING AGREEMENTS

This Assignment and Assumption of Responsible Party's Obligations Under Declaration of Easements, Restrictions and Operating Agreements (this "Assignment") is made as of this 30<sup>th</sup> day of May, 2019 (the "Closing Date"), by and between BURBANK REALTY COMPANY LLC, a Delaware limited liability company ("Assignor") and WM 73 RE, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

1. Assignor is the "Responsible Party" under that certain Declaration of Easements, Restrictions and Operating Agreements dated as of July 22, 1994 and recorded with the Cook County Recorder's Office on September 16, 1994 as Document No. 94823987, as amended by that certain First Amendment to Declaration of Easements, Restrictions and Operating Agreements dated as of March 14, 2005 and recorded with the Cook County Recorder's Office on June 13, 2005 as Document No. 0516402203 (collectively, and as further amended, the "Declaration", which affects the property located in Burbank, Illinois legally described on Exhibit A attached hereto.

2. Assignor desires to convey all of its right, title and interest in and to the Declaration, including, without limitation, all of Assignor's duties and obligations as "Responsible Party" under the Declaration, to Assignee, and Assignee desires to assume Assignor's duties and obligations as "Responsible Party" under the Declaration.

NOW, THEREFORE, for and in consideration of Ten and 00/100 dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Capitalized Terms. Unless otherwise defined in this Assignment, all capitalized terms used in this Assignment shall have the meanings ascribed to them in the Declaration.

Handwritten initials and stamps: V, 8, Co, N, C, N, INT, R

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2. Assignment. As of the Closing Date, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all of its right, title and interest in and to the Declaration, including, without limitation, its rights, duties, and obligations as the Responsible Party under the Declaration. The term "Responsible Party" as used in the Declaration shall hereinafter mean and refer to the Assignee, subject to Assignee's right to further assign said rights, duties, and obligations as Responsible Party.

3. Assumption. As of the Closing Date, Assignee hereby accepts such assignment of the Declaration and rights of the Responsible Party and agrees to be bound by, and to keep, observe and perform, the terms, covenants and conditions of the Declaration to be performed by the Responsible Party.

4. Successor and Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

5. Governing Law. This Assignment and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of laws provisions.

6. Severability. If any, provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

7. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

8. Multiple Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

*[Remainder of this page intentionally left blank]*



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**ASSIGNEE:**

**WM 73 RE, LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: J. Lee Burr Coleman  
Title: Authorized Signatory

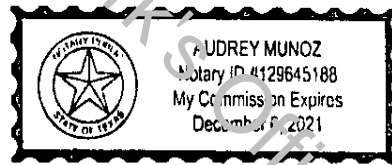
STATE OF TEXAS )  
 ) SS.  
COUNTY OF TRAVIS )

I Audrey Munoz a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Lee Burr Coleman, personally known to me to be the Authorized Signatory of WM 73 RE, LLC, a Delaware limited liability company, and the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Authorized Signatory he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of MAY, 2019.

[Signature]  
Notary Public

My Commission Expires: 12-06-21



[Signature Page to Assignment of Easement Rights]

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## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL A:

THAT PART OF THE SOUTH 6/12 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 78TH STREET, (EXCEPT THEREFROM THE WEST 33.00 FEET TAKEN FOR LAVERGNE AVENUE) AND (EXCEPT THE EAST 60.00 FEET TAKEN FOR CICERO AVENUE), IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE FOLLOWING OUTLOT:

THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET, (BEING 33.00 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE, (BEING 60.00 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES, 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET, A DISTANCE OF 212.00 FEET; THENCE NORTH 00 DEGREES, 08 MINUTES, 56 SECONDS WEST PARALLEL TO THE WEST LINE OF CICERO AVENUE, A DISTANCE OF 180.00 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 56 SECONDS EAST, A DISTANCE OF 212.00 FEET TO THE WEST LINE OF CICERO AVENUE; THENCE SOUTH 00 DEGREES, 08 MINUTES, 56 SECONDS EAST, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING SPECIFICALLY DESCRIBED AS:

LOT 1 IN BURBANK STATION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 29, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT

THAT PORTION CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED FROM BURBANK JOINT VENTURE, A MICHIGAN GENERAL PARTNERSHIP DATED SEPTEMBER 29, 1998 AND RECORDED NOVEMBER 17, 1998 AS DOCUMENT 08036669, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT

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THE NORTH 120.00 FEET OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

THAT PORTION TAKEN PURSUANT TO CONDEMNATION CASE NUMBER 43C517 FILED JUNE 1, 1943.

PARCEL B:

THE NORTH 33 FEET OF THE WEST 130 FEET (EXCEPT THE WEST 33 FEET THEREOF) OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL

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MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LAVERGNE AVENUE AND THE NORTH LINE OF 78TH STREET; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF LAVERGNE AVENUE, 500.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 85.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 333.42 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 8.39 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 306.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 58 SECONDS WEST 487.29 FEET TO A POINT 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST ALONG A LINE 5.00 FEET NORTH OF THE NORTH LINE OF 78TH STREET 669.42 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 205.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 90.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 146.73 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST 30.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 58 SECONDS EAST 53.21 FEET TO THE POINT OF BEGINNING.

## PARCEL D:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF CROSS ACCESS, UTILITIES, SIGNS AND FUTURE EASEMENTS, FOR THE BENEFIT OF PARCELS A AND C OVER THE COMMON AREAS OF THE SHOPPING CENTER PARCEL MORE PARTICULARLY DESCRIBED ON EXHIBIT A-1 ATTACHED TO THE DECLARATION OF EASEMENTS, RESTRICTIONS AND OPERATING AGREEMENTS RECORDED AS DOCUMENT NUMBER 94823987.

## PARCEL E:

EASEMENT FOR THE BENEFIT OF PARCELS A AND C FOR ROADWAY PURPOSES AS CREATED BY GRANT FOR PUBLIC ROADWAY RECORDED DECEMBER 11, 1997 AS DOCUMENT NUMBER 97930150 AND ASSIGNED BY ASSIGNMENT AND ASSUMPTION OF DRIVEWAY EASEMENT DATED JANUARY 26, 2005 AND RECORDED FEBRUARY 2, 2005 AS DOCUMENT NUMBER 0503334032 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 1/3 OF THE NORTH 3/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 1/3 THAT IS 711.0 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, 83.32 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 106 DEGREES 15 MINUTES TO THE RIGHT FROM THE PREVIOUS COURSE, A DISTANCE OF 125.0 FEET TO A POINT 120.0 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 1/3 OF



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THE NORTH 3/12; THENCE WEST ALONG A LINE 120.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE SOUTH 1/3, 83.32 FEET; THENCE NORTHEASTERLY, 125.0 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL F:

LOT 1 IN BURBANK STATION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/7 OF THE NORTH 7/12 AND THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF 78TH STREET (BEING 33 FEET NORTH OF THE CENTER LINE) AND THE WEST LINE OF CICERO AVENUE (BEING 60 FEET WEST OF THE CENTER LINE); THENCE NORTH 89 DEGREES 54 MINUTES, 56 SECONDS WEST ALONG SAID NORTH LINE OF 78TH STREET 212.0 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 56 SECONDS WEST PARALLEL WITH SAID WEST LINE OF CICERO AVENUE, 180.0 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST 212.0 FEET TO SAID WEST LINE OF CICERO AVENUE; THENCE SOUTH 0 DEGREES 08 MINUTES 56 SECONDS EAST, 180.0 FEET TO THE POINT OF BEGINNING. ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1994 AS DOCUMENT 94672782, IN COOK COUNTY, ILLINOIS.

PINs: 19-28-401-055-0000, 19-28-412-036-0000, 19-28-412-037-0000, 19-28-412-038-0000, 19-28-412-039-0000, 19-28-412-040-0000

Commonly known as: Burbank Station, 78th Street and Cicero Avenue, Burbank, IL 60459.