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KAREN A. YARBROUGH

COOK COUNTY CLERK

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Address: 1800 Maple Avenue, Evanston, IL 60201

EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW. (955ILCS 200/31-45)

DATE: October 29, 2021 SCG CHURCH STREET PLAZA, LLC

By: Brian Bill  
Brian Bill, Vice President

**ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT** (the "Assignment"), is made this 29<sup>th</sup> day of October, 2021 (the "Effective Date"), by and between **SCG CHURCH STREET PLAZA, LLC**, a Delaware limited liability company (herein called "Assignor"), and **900-950 CHURCH STREET PROPERTY LLC**, an Illinois limited liability company (herein called "Assignee").

A. Assignor, as tenant is a party to those certain parking leases set forth in the attached Exhibit A (together with all amendments, collectively, the "Leases") with the City of Evanston, Illinois ("Landlord").

B. Assignor has agreed to assign the Leases to Assignee pursuant to that certain Agreement of Purchase and Sale Agreement between Assignor and Assignee dated August 9, 2021 (as amended, collectively, the "Agreement").

Now therefore, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledge, Assignor and Assignee agree as follows:

# UNOFFICIAL COPY

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, interest, and obligations of Assignor under the Leases.

2. Assignee hereby accepts such assignment and transfer of Assignor's rights and interest with respect to the Leases and assumes and agrees to perform all of the duties, obligations, undertakings and liabilities of Assignor which arise or accrue under the Leases from and after the Effective Date of this Assignment.

**3. ASSIGNEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT, EXCEPT AS EXPRESSLY PROVIDED IN, AND SUBJECT TO THE LIMITATIONS CONTAINED IN THE AGREEMENT, ASSIGNOR'S INTEREST IN THE LEASES IS CONVEYED "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION "WITH ALL FAULTS", AND THAT ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE LEASES, THE PAYMENTS TO BE MADE THEREUNDER, OR THE ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LEASES.**

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

5. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

*[Remainder of Page Left Intentionally Blank]*

*[Signatures Contained on Following Pages]*



# UNOFFICIAL COPY

**ASSIGNEE:**

**900-950 CHURCH STREET PROPERTY LLC,**  
an Illinois limited liability company

By: GW Property Group, LLC – Series 147, a  
designated series of GW Property Group, LLC, a  
Delaware series limited liability company, its  
Manager

By: Shai Wolkowicki (SEAL)  
Shai Wolkowicki, Manager

STATE OF IL

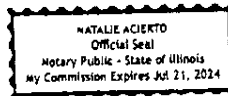
COUNTY OF Cook

) SS:  
)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO  
HEREBY CERTIFY, that Shai Wolkowicki, the Manager of GW Property Group, LLC – Series  
147, a designated series of GW Property Group, LLC, a Delaware series limited liability  
company, the Manager of 900-950 Church Street Property LLC, an Illinois limited liability  
company, personally known to me to be the same person whose name is subscribed to the  
foregoing instrument in such capacity, appeared before me this day in person and acknowledged  
he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and  
voluntary act of the company for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 28 day of October, 2021.

Natalie Acierito  
Notary Public



[NOTARY SEAL]

My Commission Expires: 07/21/2024

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## EXHIBIT A

### THE LEASES

#### Lease Parcel 3

The Leasehold Estate created by the instrument herein referred to as the Lease, executed by the City of Evanston, a Municipal Corporation, as Lessor, and Church Street Plaza, LLC, as Lessee, dated October 12, 2000, a copy of which Lease was recorded October 27, 2000, as Document 00847578, as assigned to Church Street Plaza SPE, LLC by Assignment and Assumption of Parking Leases Agreement recorded September 9, 2005 as Document 0525226127, and as further assigned to SCG Church Street Plaza, LLC by Assignment and Assumption of Parking Leases Agreement recorded December 4, 2013, as Document 1333839064.

#### Lease Parcel 7

The Leasehold Estate created by instrument herein referred to as the Lease, executed by the City of Evanston, a Municipal corporation, as Lessor, and Church Street Plaza, LLC, an Illinois limited liability company, as Lessee, dated March 19, 2002, which Lease was recorded April 12, 2002 as Document 0020426633, as amended by First Amendment to Parking Lease recorded December 9, 2004 as Document 0434404091, as assigned to Church Street Plaza SPE, LLC by Assignment and Assumption of Parking Leases Agreement recorded September 9, 2005 as Document 0525226127, and as further assigned to SCC Church Street Plaza, LLC by Assignment and Assumption of Parking Leases Agreement recorded December 4, 2013 as Document 1333839064.

#### Lease Parcel 10

The Leasehold Estate created by instrument herein referred to as the Lease executed by the City of Evanston, a Municipal corporation, as Lessor and Church Street Plaza, LLC, an Illinois limited liability company, as Lessee, dated June 8, 1999, a memorandum of which was recorded December 22, 2003 as Document 0335650053, as assigned to Church Street Plaza SPE, LLC by Assignment and Assumption of Parking Leases Agreement recorded September 9, 2005 as Document 0525226127, and as further assigned to SCG Church Street Plaza, LLC by Assignment and Assumption of Parking Leases Agreement recorded December 4, 2013 as Document 1333839064.