



Joc# 2316545120 Fee \$88.00

IHSP FEE:\$9.00 RPRF FEE: \$1.00

SAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/14/2023 03:10 PM PG: 1 OF 5

After Recording Return to:

Charlie Kelley
Maynard Nexsen PC
1901 Sixth Avenue N, Suite 1700
Birmingham, AL 35203

This Document Prepared by:

Charlie Kelley
Maynard Nexsen PC
1901 Sixth Avenue N, Suite 1700
Birmingham, AL 35203

EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW. (935ILCS 200/31-45)

DATE: June 9, 2023

ASSIGNMENT AND ASSUMPTION OF PARKING LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PARKING LEASE AGREEMENT (the "Assignment"), is made this 9th day of June, 2023 (the "Effective Date"), by and between 900-950 CHURCH STREET PROPERTY LLC, an Illinois limited liability company (herein called "Assignor") and SWNC-CHURCH STREET, LLC, a Delaware limited liability company (herein called "Assignee").

- A. Assignor, as tenant, is a party to that certain parking lease set forth in the attached **EXHIBIT A** (together with all amendments, collectively, the "Lease") with the City of Evanston, Illinois ("Landlord").
- B. Assignor has agreed to assign the Lease to Assignee pursuant to that certain Purchase and Sale Agreement between Assignor and Assignee dated March 20, 2023 (as amended and assigned, 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:

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

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2. Assignee hereby accepts such assignment and transfer of Assignor's rights and interest with respect to the Lease and assumes and agrees to perform all of the duties, obligations, undertakings and liabilities of Assignor which arise or accrue under the Lease 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 LEASE 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 LEASE, THE PAYMENTS TO BE MADE THEREUNDER, OR THE ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LEASE.**
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]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed under seal on the day and year first written above.

ASSIGNOR:

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

Mitch Goltz
By: Mitch Goltz
Title: Manager

STATE OF IL)
COUNTY OF COOK)

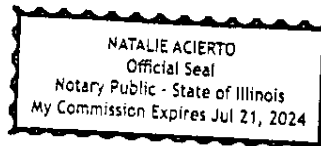
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Mitch Goltz, the Manager of 900-950 Church Street Property LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument 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 8 day of June, 2023.

Natalie Acierto

Notary Public

My commission Expires: 7/21/2024



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ASSIGNEE:

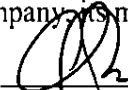
SWNC-Church Street, LLC, a Delaware limited liability company

By: SW Neighborhood Centers II, LLC, a Delaware limited liability company, its Sole Member and Manager

By: SWNC II Manager, LLC, a Delaware limited liability company, its manager

By: SWBP Investments, LLC, an Alabama limited liability company, its sole member

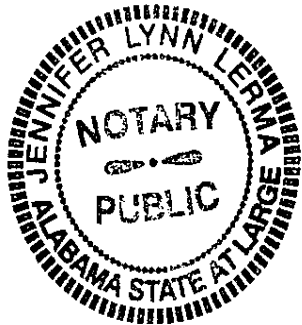
By: SW Manager, LLC, an Alabama limited liability company, its manager

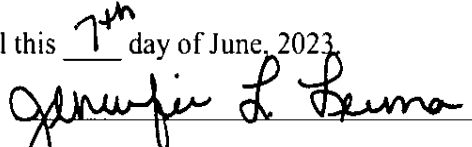
By: 
Name: Andrew Patterson
Title: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Andrew Patterson, the manager of SW Manager, LLC, an Alabama limited liability as the manager of SWBP Investments, LLC, an Alabama limited liability company as sole member of SWNC II Manager, LLC, a Delaware limited liability company as manager of SW Neighborhood Centers II, LLC a Delaware limited liability company as the Sole member and manager of SWNC-Church Street, LLC, a Delaware 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 signed and delivered said instrument as his 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 7th day of June, 2023.




Notary Public

My commission Expires: 9-15-2024

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EXHIBIT A

Lease

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, 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, AS FURTHER ASSIGNED TO SCG CHURCH STREET PLAZA, LLC BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED DECEMBER 4, 2013 AS DOCUMENT 1333839064, AS FURTHER ASSIGNED TO 900-950 CHURCH STREET PROPERTY LLC, BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASES AGREEMENT RECORDED NOVEMBER 04, 2021 AS DOCUMENT 2130834002, AS FURTHER ASSIGNED TO SWNC-CHURCH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT AND ASSUMPTION OF PARKING LEASE AGREEMENT RECORDED 6/14/23 AS DOCUMENT # _____ WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING MARCH 19, 2002 AND ENDING ON THE FORTIETH (40TH) ANNIVERSARY OF THE COMMENCEMENT DATE.

(MAPLE AVENUE GARAGE)

* 2316545120

LOT 4 IN CHURCH MAPLE RESUBDIVISION BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 AND IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY ILLINOIS.

Tax Parcel Number 11-18-117-017-8001 (Parking Spaces)