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Doc# 2327606061 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/03/2023 02:27 PM PG: 1 OF 8

CCH12303460LI-DS (5067)

Property of Cook County Clerk's Office

-----Reserved for Recording Date-----

Instrument was prepared by
and after recording return to:

Higgins & Brancheau LLC
200 West Adams Street
Suite 2220
Chicago, Illinois 60606
Attention: Michael R. Brancheau

ASSIGNMENT AND ASSUMPTION OF RIGHTS AND INTEREST UNDER RECIPROCAL EASEMENT AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF RIGHTS AND INTEREST UNDER RECIPROCAL EASEMENT AGREEMENT** (“Agreement”) is made as of September 28, 2023 (the “Effective Date”), by and between **HMC PT PRAIRIE STONE CROSSING, LLC**, a Delaware limited liability company (“Assignor”), and **LBX PRAIRIE STONE LLC**, a Delaware limited liability company (“Assignee”), whose address is 1427 Mayson Street, Atlanta, GA 30324.

RECITALS:

A. By that certain Purchase and Sale Agreement dated as of August 15, 2023 by and among Assignor and HMC PT Poplar Creek Crossing, LLC, a Delaware limited liability company (together with Assignor, collectively, “Seller”), as seller, and LBX Acquisitions LLC, a Delaware limited liability company (“Original Purchaser”), as purchaser, as amended by that certain First Amendment of Purchase and Sale Agreement dated August 16, 2023 by and among Seller and Original Purchaser, as further amended by that certain Second Amendment of Purchase and Sale Agreement dated August 17, 2023 by and among Seller and Original Purchaser, and as assigned by Original Purchaser to Assignee and LBX Poplar Creek LLC, a Delaware limited liability company (as amended and assigned, the “PSA”), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, all of Assignor’s right, title and interest

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in and to the property legally described in Exhibit A attached hereto and made a part hereof (the "**Property**").

B. By that certain Reciprocal Easement Agreement dated as of August 14, 2007, and recorded October 23, 2007 as Document No. 0729615115 (and re-recorded October 29, 2007 as Document No. 0730215123) in the Office of the Cook County Recorder of Deeds, Illinois ("**Official Records**"), as amended by the First Amendment to Reciprocal Easement Agreement dated as of February 13, 2008, and recorded March 19, 2008 as Document No. 0807918008 in the Official Records, as amended by the Second Amendment to Reciprocal Easement Agreement dated as of April 11, 2008, and recorded May 21, 2008 as Document No. 0814210160 in the Official Records, as amended by the Third Amendment to Reciprocal Easement Agreement dated June 12, 2008, and recorded August 8, 2008 as Document No. 0822103054 in the Official Records, as amended by the Fourth Amendment to Reciprocal Easement Agreement dated as of July 11, 2008, and recorded August 8, 2008 as Document No. 0822103055 in the Official Records, as consented to under the Consent to Reciprocal Easement Agreement and Use Restrictions (Poplar Creek Crossing Subdivision and Poplar Creek Crossing) dated as of September 24, 2008, and recorded December 16, 2008 as Document No. 0835129071 in the Official Records, as consented to under the Consent to Reciprocal Easement Agreement and Use Restrictions (Poplar Creek Crossing Subdivision and Poplar Creek Crossing) dated as of April 21, 2008, and recorded December 16, 2008 as Document No. 0835129072 in the Official Records, as consented to under the Consent to Reciprocal Easement Agreement and Mutual Use Restrictions (Poplar Creek Crossing Subdivision and Poplar Creek Crossing) dated as of April 21, 2008, and recorded December 16, 2008 as Document No. 0835129073 in the Official Records, as amended by the Fifth Amendment to Reciprocal Easement Agreement dated as of September 9, 2008, and recorded December 16, 2008 as Document No. 0835129074 in the Official Records, as acknowledged under the Acknowledgment Regarding Reciprocal Easement Agreement (Poplar Creek Crossing Subdivision and Poplar Creek Crossing) dated as of November 14, 2008, and recorded December 16, 2008 as Document No. 0835129075 in the Official Records; and as acknowledged under the Acknowledgment Regarding Reciprocal Easement Agreement (Poplar Creek Crossing Subdivision and Poplar Creek Crossing) dated as of August 24, 2012, and recorded September 19, 2012 as Document No. 1226318075 in the Official Records, as it may be supplemented, amended or modified from time to time (collectively, the "**REA**"), the Property is subject to certain easements, covenants, conditions and restrictions for the purpose of facilitating the economic and related development of the Parcels (as defined in the REA), all as more particularly described therein.

C. Concurrently herewith, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to the Property by Special Warranty Deed.

D. Assignor desires to assign to Assignee all of Assignor's right, title and interest, as Owner (as defined in the REA) of the Property, and as a party to the REA solely with respect to the Property, in, to and under the REA, and Assignee desires to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the REA on Assignor's part, as Owner of the Property and as a party to the REA solely with respect to the Property, to be kept, performed and observed with respect to any fact, event or

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circumstance that first occurs from and after the Closing Date (as defined in the PSA), subject to the terms, covenants and conditions contained herein and in the REA.

E. Unless otherwise provided herein, all capitalized words and terms in this Agreement shall have the same meanings ascribed to such words and terms in the REA.

NOW, THEREFORE, in consideration of the Purchase Price (as defined in the PSA), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants and agreements hereinafter set forth, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest of Assignor, as Owner of the Property, and as a party to the REA solely with respect to the Property, in, to and under the REA, subject to the terms, covenants and conditions contained herein and in the REA. Assignee hereby accepts such assignment and assumes and agrees to keep, perform and observe all of the terms, covenants, agreements, conditions and obligations contained herein and in the REA on Assignor's part to be kept, performed and observed, as Owner of the Property, and as a party under the REA solely with respect to the Property, with respect to any fact, event or circumstance that first occurs from and after the Closing Date, subject to the terms, covenants and conditions contained herein and in the REA.

2. Assignor agrees to defend, indemnify and hold harmless Assignee from and against any loss, cost, expense (including reasonable attorneys' fees and costs), liability, damage (excluding consequential, incidental, special, punitive or similar-type damages) or claim to the extent caused by any default by Assignor, as Owner of the Property, or as a party to the REA solely with respect to the Property, under the REA with respect to any fact, event or circumstance that first occurs prior to the Closing Date. Assignee agrees to defend, indemnify and hold harmless Assignor from and against any loss, cost, expense (including reasonable attorneys' fees and costs), liability, damage (excluding consequential, incidental, special, punitive or similar-type damages) or claim to the extent caused by any default by Assignee, as Owner of the Property, or as a party to the REA solely with respect to the Property, under the REA, with respect to any fact, event or circumstance that first occurs from and after the Closing Date. Assignor's liability hereunder shall be limited to the Cap (as defined in the PSA).

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4. Assignor and Assignee each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated by the PSA.

5. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns under the PSA.

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6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following page]

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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CHICAGO, IL 60602-1387

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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption of Rights and Interest under Reciprocal Easement Agreement as of the day and year first above written.

ASSIGNOR:

HMC PT PRAIRIE STONE CROSSING, LLC,
a Delaware limited liability company

By: Pine Tree Commercial Realty, LLC,
an Illinois limited liability company,
its Agent

By: *[Signature]*
Name: Bruce Boruszak
Its: EVP and General Counsel

STATE OF ILLINOIS
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 14th day of Sept, 2023, by Bruce Boruszak, as EVP and General Counsel of Pine Tree Commercial Realty, LLC, an Illinois limited liability company, the Agent of HMC PT Prairie Stone Crossing, LLC, a Delaware limited liability company, on behalf of the limited liability companies, who was physically present and who is personally known to me or who produced _____ as identification.



Melody A. Johns
Notary Public Melody A. Johns
Commission number 907417
My commission expires: 01/24/2024

[signatures continued on the following page]

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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption of Rights and Interest under Reciprocal Easement Agreement as of the day and year first above written.

ASSIGNEE:

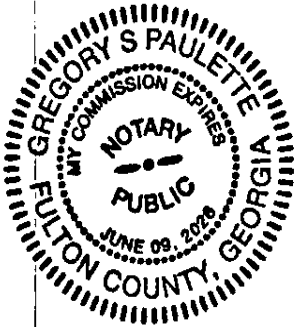
LBX PRAIRIE STONE LLC,
A Delaware limited liability company

By: *[Signature]*
Name: Philip Block
Title: Authorized Signatory

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 20 day of September, 2023, by Philip Block, as MEMBER of LBX Prairie Stone LLC, a Delaware limited liability company, on behalf of the limited liability companies, who was physically present and who is personally known to me or who produced N/A as identification.



Notary Public *[Signature]*
Commission number N/A
My commission expires: 06/09/2028

Fulton County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 6A1B OF PRAIRIE CROSSING RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6A1 IN STONE EAGLE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6A IN THE FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION IN PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2022 AS DOCUMENT 2234015014, IN COOK COUNTY, ILLINOIS. WITH A SURVEYOR'S CERTIFICATE OF CORRECTION RECORDED FEBRUARY 28, 2023 AS DOCUMENT NO. 2305922012 CORRECTING THE LOT NUMBERS ON THE AFORESAID PLAT.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND PARKING OF VEHICULAR TRAFFIC FOR THE BENEFIT OF PARCEL 1 OVER THOSE PORTIONS OF LOT 6A2 IN STONE EAGLE RESUBDIVISION AFORESAID FALLING OUTSIDE THE PARKING EXCLUSION AREAS DENOTED ON THE PLAT OF SAID RESUBDIVISION, AS GRANTED PURSUANT TO NOTATION ON THE PLAT THEREOF AND THE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS AGREEMENT DATED APRIL 16, 2012 AND RECORDED APRIL 18, 2012 AS DOCUMENT 1210950053, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT (POPLAR CREEK CROSSING SUBDIVISION AND PRAIRIE STONE CROSSING) DATED AS OF AUGUST 14, 2007, RECORDED OCTOBER 23, 2007 AS DOCUMENT 0729615115 AND RE-RECORDED OCTOBER 29, 2007 AS DOCUMENT 0730215123 FOR INGRESS AND EGRESS UPON, ACROSS AND BETWEEN THE ACCESS POINTS AS DEPICTED ON EXHIBIT D ATTACHED THERETO.

AS AMENDED BY

THAT CERTAIN FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF FEBRUARY 13, 2008 AND RECORDED MARCH 19, 2008 AS DOCUMENT NO. 0807918008.

THAT CERTAIN SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF APRIL 11, 2008 AND RECORDED MAY 21, 2008 AS DOCUMENT NO. 0814210160.

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THAT CERTAIN THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JUNE 12, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT NO. 0822103054.

THAT CERTAIN FOURTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF JULY 11, 2008 AND RECORDED AUGUST 8, 2008 AS DOCUMENT NO. 0822103055.

THAT CERTAIN FIFTH AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED AS OF SEPTEMBER 12, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT NO. 0835129074.

AND AS SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF NOVEMBER 14, 2008 AND RECORDED DECEMBER 16, 2008 AS DOCUMENT NO. 0835129075.

AND FURTHER SUPPLEMENTED BY THAT CERTAIN ACKNOWLEDGEMENT REGARDING RECIPROCAL EASEMENT AGREEMENT DATED AS OF AUGUST 24, 2012 AND RECORDED SEPTEMBER 19, 2012 AS DOCUMENT NO. 1226318075.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS DATED DECEMBER 30, 2021 AND RECORDED JANUARY 6, 2023 AS DOCUMENT NO. 2300634004 BY AND BETWEEN AGREE LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP AND HMC PT PRAIRIE STONE CROSSING, LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE PURPOSE OF REASONABLE ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITY ACCESS OVER THE FOLLOWING DESCRIBED LAND:

LOT 6A1A OF PRAIRIE CROSSING RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6A1 IN STONE EAGLE RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6A IN THE FINAL PLAT OF RESUBDIVISION OF LOTS 5 AND 6 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION IN PART OF SECTIONS 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2022 AS DOCUMENT 2234015014, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 01-33-303-014-0000

Commonly Known As: 4660 W. Hoffman Boulevard
Hoffman Estates, Illinois 60192