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 . COOK COUNTY RECORDER

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## ASSIGNMENT AND ASSUMPTION OF APPROVING PARTY DESIGNATION

PARK ST. CLAIRE PLAZA  
SCHAUMBURG, ILLINOIS

THIS ASSIGNMENT AND ASSUMPTION OF APPROVING PARTY DESIGNATION (the "Assignment") is made and entered into as of the 6th day of July, 1995, by and between KHS LAND PARTNERSHIP, an Illinois general partnership (the "Assignor"), and RYAN CONSTRUCTION COMPANY OF MINNESOTA, INC., a Minnesota corporation (the "Assignee").

### WITNESSETH.

WHEREAS, Assignor is a party to that certain Operation and Easement Agreement ("OEA") dated April 14, 1993 and recorded with the Cook County Recorder's Office as Document No. 93351020, governing, in addition to other property, a certain tract of land identified in the OEA as the "Owner Tract" and legally described on Exhibit A attached hereto

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Edward S. Goldman, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601  
ESG2252 06/28/95 1340



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(all capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the OEA); and

WHEREAS, pursuant to the terms and conditions of that certain Real Estate Purchase Agreement dated January 18, 1995, as amended ("the "Agreement"), by and among Assignor, American National Bank and Trust Company of Chicago, Trust No. 108303-05 ("Trust") and Assignee, Trust is conveying to Assignee fee simple title in and to that portion of the Owner Tract more particularly described on Exhibit B attached hereto (the "Ryan Property"); and

WHEREAS, pursuant to the terms of the Agreement, Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to accept and assume, all of Assignor's right, title and interest as the "Approving Party" for the Owner Tract pursuant to the terms of the OEA, all in accordance with the terms and provisions herein contained.

NOW THEREFORE, in consideration of the recitals set forth above, which are hereby made a part hereof, and in consideration of the covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, transfer and assign to Assignee all of Assignor's right, title and interest as the Approving Party for the Owner Tract pursuant to the terms of the OEA. The foregoing assignment includes all rights, privileges, options and other benefits, and includes all responsibilities, duties and obligations, of the Approving Party for the Owner Tract under the OEA.

2. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, discharge and observe all of the duties, obligations, undertakings and liabilities of the Approving Party for the Owner Tract under the OEA arising or accruing from and after the date hereof.

3. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, loss, cost, damage, expense and liability, including, without limitation, reasonable attorneys' fees and expenses, suffered or incurred by Assignor and arising or accruing from and after the date hereof in connection with the performance or observance or the failure or refusal to perform or observe any agreement or obligation of the Approving Party of the Owner Tract under, pursuant to, or in connection with, the OEA, required to be performed thereunder at any time from and after the date hereof.

4. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, loss, cost, damage, expense and liability, including, without limitation, reasonable attorneys' fees and expenses, suffered or incurred by Assignee and arising or accruing on or prior to the date hereof in connection with the performance or observance or

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the failure or refusal to perform or observe any agreement or obligation of the Approving Party of the Owner Tract under, pursuant to, or in connection with, the OEA, required to be performed thereunder at any time on or prior to the date hereof.

5. Assignor hereby represents and warrants that, to the best of Assignor's knowledge, Assignor is the holder of the "Approving Party" rights for the Owner Tract under the OEA and has full right and authority to assign such rights.

6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. The terms of this Declaration shall constitute covenants running with the land constituting the Owner Tract, and shall be binding upon each respective Party from time to time under the OEA. Notwithstanding the foregoing, the respective agreements and indemnities herein set forth are for the benefit only of the parties hereto, their successors and assigns, and shall not be enforceable by any person or entity other than the parties hereto and their respective successors in interest and assigns. Any subsequent assignment by Assignee shall not relieve Assignee of its obligations hereunder.

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

8. This Assignment may be executed in counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**KHS LAND PARTNERSHIP**, an Illinois general partnership

By: **Kllco Realty Corporation**, an Illinois corporation, its general partner

By: *John P. Neal*

Name: \_\_\_\_\_

Title: Authorized Signatory

By: *[Signature]*

Name: \_\_\_\_\_

Title: Authorized Signatory

**ASSIGNEE:**

**RYAN CONSTRUCTION COMPANY OF MINNESOTA, INC.**, a Minnesota corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written

**ASSIGNOR:**

**KHS LAND PARTNERSHIP**, an Illinois general partnership

By: **Kilico Realty Corporation**, an Illinois corporation, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

**ASSIGNEE:**

**RYAN CONSTRUCTION COMPANY OF MINNESOTA, INC.**, a Minnesota corporation

By: W. S. McHale

Name: W. S. McHale

Title: Authorized Signatory

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STATE OF MINNESOTA )

COUNTY OF HENNEPIN )

I, Stacey E. Woodworth Notary Public in and for the County and State aforesaid, do hereby certify that W. J. DeHick, being the Vice President of Ryan Construction Company of Minnesota, Inc., a Minnesota corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own 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 30<sup>th</sup> day of June, 1995.

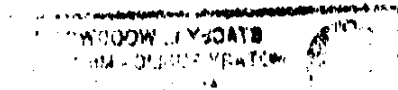


Stacey E. Woodworth  
Notary Public

My Commission Expires Jan. 31, 2000

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STATE OF Ill

COUNTY OF Page

I, Laura Wessel, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Neal and J. G. Collocote, as authorized signatories of Kileo Realty Corporation, an Illinois corporation, a general partner of KHS Land Partnership, an Illinois general partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such authorized signatories, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as general partner on behalf of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of June, 1995.

Laura Wessel  
Notary Public

My Commission Expires: \_\_\_\_\_



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A faint watermark of the Cook County Seal is visible in the background, featuring a five-pointed star with a smaller star inside it, surrounded by a circular border.

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## CONSENT

The undersigned, as mortgagee of portions of the Owner Tract pursuant to the terms of a Mortgage dated May 18, 1989 and recorded May 22, 1989 with the Recorder of Deeds of Cook County, Illinois, as Document No. 89229748, as amended by instruments recorded September 15, 1989 as Document No. 89434900 and November 22, 1989 as Document No. 89558632, hereby consents to the execution of the foregoing Assignment and Assumption of Approving Party Designation ("Assignment") and releases any and all of its right, title and interest under said Mortgage in and to the "Approving Party" designation under the OEA. All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 6th day of July, 1995.

KEMPER INVESTORS LIFE INSURANCE  
COMPANY

By: [Signature]  
Name: \_\_\_\_\_  
Title: Authorized Signatory

By: [Signature]  
Name: \_\_\_\_\_  
Title: Authorized Signatory

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STATE OF Ill  
COUNTY OF DuPage

I, Laura Wessehn, a Notary Public in and for the County and State aforesaid, do hereby certify that J. Neal, and J.G. Collette, being authorized signatories of Kemper Investors Life Insurance Company, and personally known to me to be the same persons whose names are subscribed to the foregoing Consent, appeared before me this day in person and acknowledged that they signed and delivered said Consent as their own 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 29 day of June, 1995.

Laura Wessehn  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

### LEGAL DESCRIPTION OF OWNER TRACT

LOTS 1 THROUGH 4, INCLUSIVE, IN PARK ST. CLAIRE PLAZA RESUBDIVISION NO. 1, RECORDED MAY 2, 1995 AS DOCUMENT NO. 95288758, BEING A RESUBDIVISION OF LOT 2 IN PARK ST. CLAIRE PLAZA, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF LOT 1, AFORESAID, AS CREATED BY AND DEFINED IN ARTICLE 2 OF THE OPERATION AND EASEMENT AGREEMENT DATED APRIL 14, 1993 AND RECORDED MAY 10, 1993 AS DOCUMENT NO. 93351020.

P.I.N. Part of 07-13-300-036 0000

Address: Land at Meacham Road and Higgins Road, Schaumburg, Illinois

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## EXHIBIT B

### LEGAL DESCRIPTION OF RYAN PROPERTY

LOTS 4 IN PARK ST. CLAIRE PLAZA RESUBDIVISION NO. 1, RECORDED MAY 2, 1995 AS DOCUMENT NO. 95288758 AND RE-RECORDED July 7, 1995 AS DOCUMENT NO. 95441462 BEING A RESUBDIVISION OF LOT 2 IN PARK ST. CLAIRE PLAZA, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF LOT 4, AFORESAID, AS CREATED BY AND DEFINED IN ARTICLE 2 OF THE OPERATION AND EASEMENT AGREEMENT DATED APRIL 14, 1993 AND RECORDED MAY 10, 1993 AS DOCUMENT NO. 93351020.

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