

**ASSIGNMENT OF PARKING AGREEMENT
AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT OF PARKING AGREEMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of the 23 day of December, 1997, between COLUMBIA CENTRE ASSOCIATES LIMITED PARTNERSHIP ("Assignor"), and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation. FOR THE BENEFIT OF ITS SEPARATE REAL ESTATE ACCOUNT ("Assignee").

RECITALS:

A. By that certain Agreement of Sale, dated as of December 10, 1997 ("Agreement of Sale"), Assignor agreed to cause to be conveyed to Assignee the property described in Exhibit A attached hereto and made a part hereof, and commonly known as Columbia Centre III, located at 9525 Bryn Mawr, Rosemont, Illinois (the "Property").

B. By that certain Parking Agreement dated November 2, 1988 ("Parking Agreement"), a Memorandum of which was recorded on December 14, 1988 as document No. 88576474 (the "Memorandum"), between the Village of Rosemont, a municipal corporation (the "Village"), American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated December 12, 1986 and known as Trust No. 100841-01 ("Trustee") and Fifield-Rosemont Associates, an Illinois general partnership ("FRA"; FRA and Trustee are sometimes hereinafter collectively referred to as "Columbia"), the Village granted to Columbia the right to use certain parking spaces in the Parking Structure located on that certain real property legally described on Exhibit B attached hereto and made a part hereof (the "Village Property"), and the parties made certain other agreements relative thereto.

C. By that certain First Amendment to Parking Agreement and Memorandum of Parking Agreement dated July 18, 1990 and recorded July 25, 1990 as Document No. 90358728 ("Amendment"; the Parking Agreement, the Memorandum and the Amendment are sometimes hereinafter collectively referred to as the "Parking Agreement"), between the Village and Columbia, the Village granted permission to Columbia to construct a skybridge and granted certain easements with respect thereto, and the parties amended the Parking Agreement in certain other particulars.

D. Assignor is the successor to all right, title and interest of Columbia in, to and under the Parking Agreement, as evidenced by that certain Assignment of Parking Agreement

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and Assumption Agreement, dated February 14, 1995, and recorded February 21, 1995 as Document No. 95119895.

E. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Parking Agreement, 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 therein on Assignor's part to be kept, performed and observed accruing from and after the date of this Assignment, subject to the terms, covenants and conditions therein contained.

NOW THEREFORE, in consideration of Ten and no/00 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is 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 of Assignor's rights, title and interest in, to and under the Parking Agreement, and Assignee assumes and agrees to keep, perform and observe all of the terms, covenants, agreements and conditions contained therein on Assignor's part to be kept, performed and observed and accruing from and after the date of this Assignment, subject to the terms, covenants therein contained.
2. Assignor shall defend, indemnify and hold harmless Assignee from and against any liability, damages, causes of action, expenses and attorneys' fees incurred by Assignee by reason of the failure of Assignor to fulfill, perform, discharge, and observe its obligations with respect to the Parking Agreement other than those obligations assumed by Assignee hereunder. Assignee shall defend, indemnify and hold harmless Assignor from and against any liability, damages, causes of action, expenses and attorneys' fees incurred by Assignor by reason of the failure of Assignee to fulfill, perform, discharge, and observe the obligations assumed by it under this instrument with respect to the Parking Agreement.
2. All notices to Assignee under the Parking Agreement shall be sent to Assignee at the following address:

Teachers Insurance and Annuity Association of America,
for the benefit of its separate Real Estate Account
730 Third Avenue
New York, New York 10017
Attn: Director, Real Estate Fund
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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- 4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.
- 5. Unless otherwise provided herein, all capitalized words and terms in this Assignment shall have the same meanings ascribed to such words and terms and in the Parking Agreement.
- 6. This Assignment 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.

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

ASSIGNOR:

Columbia Centre Associates Limited Partnership, a Delaware limited partnership

By: H.P. Columbia, Inc., an Illinois corporation, its sole general partner

By: Timothy G. Beechick
Name: Timothy G. Beechick
Title: Vice President

ASSIGNEE:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation, FOR THE BENEFIT OF ITS SEPARATE REAL ESTATE ACCOUNT

By: Judith L. King
Name: JUDITH L. KING
Title: Assistant Secretary

RECORDED

PREPARED BY:
JOEL D. RUBIN, ESQ.
D'ANCONA & PFLAUM
30 N. LA SALLE STREET
CHICAGO, IL

MAIL TO:
CHRISTINE KIRBY
MAYER BROWN & PLATT
350 S. GRAND AVE
LOS ANGELES, CA
90071

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Timothy G. Beechick, the Vice President of Columbia Centre RPFIII Realty Corporation, a Delaware corporation, general partner of Columbia Centre Associates Limited Partnership, an Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the 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 20th day of December, 1997.

Linda J. Mathy
NOTARY PUBLIC

(SEAL)

My Commission expires:

5/16/2001

"OFFICIAL SEAL"
LINDA J. MATHY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/16/2001

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STATE OF New York)
)
) SS.
COUNTY OF New York)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Judith L. King, the Asst. Secretary of Teachers Insurance and Annuity Association, a New York Corporation, for the benefit of its separate real estate account, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Judith L. King, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2nd ^{December} day of ~~October~~, 1997.

Maria McHugh
NOTARY PUBLIC

(SEAL)

My Commission expires:

August 11, 1999

MARIA A. MCHUGH
Notary Public, State of New York
No: 01MC5083440
Qualified in Nassau County
Commission Expires Aug. 11, 1999

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST 552.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, UNDER THE EASEMENT PARCEL (AS DESCRIBED IN EXHIBIT C) SOLELY FOR THE USE OF SANITARY SEWER AND FOR THE PURPOSE OF SERVICING AND MAINTAINING THE SANITARY SEWER AND EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPHS 2 AND 3 IN THE AGREEMENT AS CREATED, DEFINED AND LIMITED IN THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NUMBER 90037337.

PARCEL 3:

EASEMENT OVER PORTIONS OF THE VILLAGE OF ROSEMONT PROPERTY TO THE SOUTH OF PARCEL 1 AS MAY BE INCIDENTAL TO THE USE OF THAT CERTAIN SKYBRIDGE CONNECTING THE 9 STORY BUILDING ON THE LAND WITH THE MULTI-LEVEL CONCRETE PARKING FACILITY ON THE LAND TO THE SOUTH AS CREATED, DEFINED AND LIMITED BY INSTRUMENT RECORDED JULY 25, 1990 AS DOCUMENT 90358728.

PARCEL 4:

USE OF 350 PARKING SPACES AS GRANTED IN THE PARKING AGREEMENT MADE NOVEMBER 2, 1988 BY AND BETWEEN THE VILLAGE OF ROSEMONT, A MUNICIPAL CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 100841-01, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 14, 1988 AS DOCUMENT 88576464, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED JULY 25, 1990 AS DOCUMENT 90358728, AS AMENDED BY ADDENDUM THERETO RECORDED FEBRUARY 3, 1993 AS DOCUMENT 93087080.

2146623 PROPERTY: 9525 W. BRYN MAWR AVE
ADDRESS ROSEMONT, IL

P.I.N. 12.10.100.051

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EXHIBIT B
Legal Description of
Land on Which Parking
Structure Is Located

The West 307.5 feet of that part of Lot 1 in Rosemont William Street Addition, being a subdivision of part of Lot 2 in Henry Hachmeister's Division in the Northwest quarter of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, lying East of a line drawn at right angles to the North line of said Lot 1, 249.83 feet East of the Northwest corner of said Lot 1, in Cook County, Illinois.

ALSO:

That part of Lot 1 in Rosemont William Street Addition being a subdivision of part of Lot 2 in Henry Hachmeister's Division in the North West $\frac{1}{4}$ of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, lying West of a line at right angles to the North line of said Lot 1, 249.83 feet East of the North West corner of said Lot 1, in Cook County, Illinois

ALSO:

That part of Lot 2 in Rosemont William Street Addition being a subdivision of part of Lot Two in Henry Hachmeister's Division in the North West $\frac{1}{4}$ of Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of a line drawn over a point on the West line of said Lot , 53.65 feet South of the North West corner of said Lot to the North East corner of said Lot in Cook County, Illinois.

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