

**Assignment and Assumption of  
Special Permission Agreement**

Document Number

Document Title

**Drafted by:**

Gregg Hagopian  
Assistant City Attorney  
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Milwaukee, WI 53202  
(CAO Doc. 248014)

**Recording Area**

**Name and Return Address**

ARHC AHMLWW101, LLC  
c/o Healthcare Trust, Inc.  
405 Park Avenue  
New York, NY 10022

534-0921-000

**Parcel Identification Number (PIN)**

## ASSIGNMENT AND ASSUMPTION OF SPECIAL PERMISSION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SPECIAL PERMISSION AGREEMENT (“**Assignment**”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among LAKESHORE MEDICAL PROPERTIES LLC, a Delaware limited liability company, having an address at 101 Old Short Hills Road, Suite PH-1, West Orange, New Jersey 07052 (“**Lakeshore**”) (as assignor), ARHC AHMLWWI01, LLC, a Delaware limited liability company, having an address at c/o Healthcare Trust, Inc., 405 Park Avenue, New York, NY 10022 (“**ARHC**”) (as assignee), and the CITY OF MILWAUKEE, a municipal corporation (“**City**”).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Purchase and Sale Agreement by and among Lakeshore and ARHC dated March 8, 2018 (the “**PASA**”), ARHC will purchase and acquire all of Lakeshore’s right, title and interest in the parcel at 3305 S. 20<sup>th</sup> Street, Milwaukee (the “**Parcel**”) (TIN 534-0921-000) more particularly described in **EXHIBIT A** attached, including all of Lakeshore’s right, title and interest in all adjacent streets, roads, alleyways, easements, covenants and agreements or rights benefitting the land or improvements that comprise the Parcel; and

**WHEREAS**, City and Ohio Medical Development, LLC (“**Ohio**”) were parties to a Special Permission Agreement (“**SPA**”) recorded in the Milwaukee County Register of Deeds (“**ROD**”) Office on January 31, 2000 as ROD document number 7868281, and thereafter with the City’s consent, Ohio assigned its rights and duties under the SPA to Lakeshore by an assignment document that was recorded in the ROD Office on July 21, 2014 as ROD document number 10378137. Under the SPA, as assigned to Lakeshore, Lakeshore has certain rights and duties in connection with a portion of a public alley referred to in the SPA as the “**Special Permission Agreement Area**” and also legally described in the SPA (the “**SPA Area**”); and

**WHEREAS**, per Section 14 of the SPA, Lakeshore may assign its rights and duties under the SPA to another so long as the City grants written consent; and

**WHEREAS**, Lakeshore desires to assign its rights and duties under the SPA to ARHC, and ARHC desires to assume those rights and duties per the terms of this Assignment.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment. Lakeshore hereby assigns to ARHC all of Lakeshore’s rights and duties under the SPA, and regarding the SPA Area, and ARHC accepts that assignment and agrees to be bound by the SPA. Lakeshore warrants that it possesses the rights under the SPA and in and to the SPA Area and that it has the full and complete power and authority to grant this Assignment. Lakeshore makes no other representations or warranties to ARHC regarding the SPA or the SPA Area.

2. Indemnification: Assumption.

(a) Lakeshore retains all of the liabilities and duties of Lakeshore under the SPA arising or accruing prior to the date hereof. Lakeshore agrees to indemnify, defend and hold harmless

ARHC from and against any loss, cost, claim, liability or expense of whatever kind or nature under the SPA arising or accruing prior to the date hereof.

(b) ARHC assumes all of the liabilities and duties of Lakeshore under the SPA arising or accruing from and after the date hereof. ARHC agrees to indemnify, defend and hold harmless Lakeshore from and against any loss, cost, claim, liability or expense of whatever kind or nature under the SPA arising or accruing on or subsequent to the date hereof.

3. City Consent to this Assignment. Pursuant to Section 14 of the SPA, City consents to the assignment of the SPA from Lakeshore to ARHC. City's consent will become effective upon (a) the recording of a deed for the Parcel from Lakeshore to ARCH in the ROD Office establishing ARHC as owner of the Parcel, and (b) the recording of this Assignment in the ROD Office.

4. City Representations. The City hereby represents, to the best of its knowledge, that (a) the SPA is in full force and effect, (b) no default exists on the part of Lakeshore under the SPA, nor does any circumstance currently exist that, but for the giving of notice or the passage of time, or both, would be such a default, except that minor asphalt patching is required in the SPA Area associated with normal wear and tear and weather effects, and (c) the SPA has not been amended, modified or supplemented, and has not been superseded (providing however that the SPA had previously been assigned to Lakeshore per ROD Document No. 10378137).

5. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the PASA, shall be binding upon and inure to the benefit of the parties hereto and shall be governed by and construed in accordance with the laws of the State of Wisconsin, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Assignment shall be promptly recorded in the ROD Office at no expense to City.

**[Signatures on next page]**

**LAKESHORE:  
LAKESHORE MEDICAL  
PROPERTIES, LLC, as assignor**

By: \_\_\_\_\_  
Name: Charles Atkins, Manager

**ARHC:  
ARHC AHMLWWI01, LLC, as assignee**

By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF MILWAUKEE:**

By: \_\_\_\_\_  
Mayor Tom Barrett

**CITY CLERK**

By: \_\_\_\_\_  
James R. Owczarski, City Clerk,

**COMPTROLLER**

By: \_\_\_\_\_  
Martin Matson, City Comptroller

**City Common Council Resolution File No. \_\_\_\_\_ adopted \_\_\_\_\_, 2018.**

**CITY ATTORNEY APPROVAL/AUTHENTICATION**

The Assistant City Attorney identified below, as a member in good standing of the State Bar of Wisconsin, hereby approves the signatures of the City representatives above per M.C.O. 304-21, and also authenticates the signatures of those City representatives/signatories per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).

By \_\_\_\_\_  
Gregg Hagopian, Asst. City Attorney, State Bar No. 1007373

Date: \_\_\_\_\_, 2018.

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, **CHARLES ATKINS** personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is the Manager of Lakeshore Medical Properties LLC, the entity named in this instrument; and

(b) signed and delivered this instrument, in that capacity as the voluntary act and deed of Lakeshore Medical Properties LLC.

\_\_\_\_\_  
**NOTARY PUBLIC**  
**STATE OF \_\_\_\_\_**

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is the \_\_\_\_\_ of ARHC AHMLWW101, LLC, the entity named in this instrument; and

(b) signed and delivered this instrument, in that capacity as the voluntary act and deed of ARHC AHMLWW101, LLC.

\_\_\_\_\_  
**NOTARY PUBLIC**  
**STATE OF \_\_\_\_\_**

**EXHIBIT A. LEGAL DESCRIPTION OF PARCEL**