



Doc#: 0423831107
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 08/25/2004 03:24 PM Pg: 1 of 6

NCS-82100-3015
DEC 2002 240

ASSIGNMENT AND ASSUMPTION AGREEMENT (REAL ESTATE)

Reference is hereby made to the Asset Purchase Agreement, dated as of June 9, 2004 (the "Asset Purchase Agreement"), among Target Corporation, a Minnesota corporation, Target Brands, Inc., a Minnesota corporation, Target Receivables Corporation, a Minnesota corporation, Retailers National Bank, N.A., a national banking association, Eighth Street Development Company, a Minnesota corporation, Dayton Development Company, a Minnesota corporation, as Sellers, and The May Department Stores Company, a New York corporation ("Buyer"). Each term used in this Assignment and Assumption Agreement (Real Estate) if not otherwise defined herein, shall have the meaning provided therefor in the Asset Purchase Agreement. This Assignment and Assumption Agreement (Real Estate) is made subject to and upon the terms and conditions of the Asset Purchase Agreement.

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Time shown below (a) Target Corporation ("Assignor") hereby sells, assigns, transfers, quitclaims and conveys to Buyer all of its right, title and interest in and to all of the Leasehold Interests and the Real Estate Agreements for the real property described on Exhibit A hereto, including, without limitation the documents and instruments described on Exhibit B hereto, and (b) Buyer hereby accepts the foregoing sale, assignment, transfer, quitclaim and conveyance, assumes each of such Leasehold Interests and Real Estate Agreements and agrees to pay and perform fully and timely when due all of Assignor's obligations with respect thereto.

The sale, assignment transfer and conveyance hereunder is made without any representations or warranties, express or implied.

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This Assignment and Assumption Agreement (Real Estate) (a) may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instruments and (b) shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

Effective Time: 11:59 p.m. on July 31, 2004.

[signature pages follow]

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MI:1121019.02


Drafted by:
John R. Wheaton
Faegre & Benson, LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-3901

When recorded return to:
The May Department Stores Company
611 Olive Street
St. Louis, MO 63101
Attn: Brian A. Auger

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Signature Page
to
Assignment and Assumption Agreement (Real Estate)


TARGET CORPORATION,
a Minnesota corporation

By: 
Scott A. Nelson
Its: Vice President - Real Estate

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of July, 2004, by Scott A. Nelson, the Vice President - Real Estate of Target Corporation, a Minnesota corporation, on behalf of the corporation.




Notary Public

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Signature Page
to
Assignment and Assumption Agreement (Real Estate)

THE MAY DEPARTMENT STORES
COMPANY, a New York corporation

By: *Richard A. Brickson*
Richard A. Brickson
Its: Secretary *CA*

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 29 day of July, 2004, by Richard A. Brickson, the Secretary of The May Department Stores Company, a New York corporation, on behalf of the corporation.

Kay S. Wentz
Notary Public



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Exhibit "A"

Real property in the City of Orland Park, County of Cook, State of Illinois, described as follows:

A TRACT OF LAND IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 572.71 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 108.95 FEET ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS WEST 106.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 19.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 20 SECONDS WEST 223.05 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 506.59 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS WEST 507.58 FEET; THENCE DUE EAST 49.79 FEET TO A POINT OF CURVE; THENCE EASTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 20 FEET, AN ARC DISTANCE OF 15.71 FEET AND A CHORD BEARING OF SOUTH 67 DEGREES 30 MINUTES EAST TO A POINT OF TANGENT; THENCE SOUTH 45 DEGREES EAST 10.72 FEET; THENCE SOUTH 45 DEGREES WEST 191.98 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 01 SECONDS EAST 4.07 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 32 SECONDS EAST 7.26 FEET; THENCE SOUTH 44 DEGREES 59 MINUTES 20 SECONDS WEST 34.71 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 34 SECONDS WEST 7.28 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 27 SECONDS WEST 4.05 FEET; THENCE SOUTH 45 DEGREES WEST 167.84 FEET; THENCE SOUTH 86 DEGREES 51 MINUTES 03 SECONDS WEST 36.68 FEET; THENCE DUE WEST 520.69 FEET; THENCE NORTH 30 DEGREES EAST 31.75 FEET; THENCE DUE WEST 151.24 FEET TO A POINT OF CURVE; THENCE NORTHERLY ON A CURVE CONVEX TO THE WEST HAVING A RADIUS OF 811.16 FEET, AN ARC DISTANCE OF 189.54 FEET AND A CHORD BEARING OF NORTH 6 DEGREES 39 MINUTES 58 SECONDS WEST TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 01 MINUTES 40 SECONDS EAST 310.24 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 227.50 FEET, AN ARC DISTANCE OF 357.35 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 01 MINUTES 35 SECONDS EAST TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 36.12 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 12.50 FEET TO A POINT ON CURVE; THENCE NORTHEASTERLY ON A CURVE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 40 FEET, AN ARC DISTANCE OF 62.84 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 00 MINUTES 55 SECONDS EAST TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST 223.04 FEET; THENCE NORTH 45 DEGREES WEST 47.07 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 71.68 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Site Name: Orland Square

Site No.: D-3015

Site Location: 1 Orland Square, Orland Park, IL

Tax ID: 27-10-300-009 and 27-10-300-006

Approval: Target  May 

File #: 82100-3015

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
3015
Orland Square
Orland Park
Illinois

EXHIBIT B

1. Easement and Operating Agreement dated as of March 15, 1976, by and between Orland Park Venture, Marshall Field & Company, Sears, Roebuck and Co. and J. C Penney Properties, Inc.
2. Amendment to Easement and Operating Agreement dated as of September 15, 1977, by and between Urban Investment and Development Co., Marshall Field & Company, Sears, Roebuck and Co., J. C. Penney Properties, Inc., and Carson Pirie Scott & Company.

S:\RE\ACQ\Marshall Fields\Exhibit B to Assignment of Documents\Orland Square ver 1.doc

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Approval
Target 
May 