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THIS INSTRUMENT WAS
PREPARED BY:

Martha Wach, Esq.
Jones Day
2727 North Harwood Street
Dallas, Texas 75201



Doc#: 0628645015 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/13/2006 11:48 AM Pg: 1 of 9

AFTER RECORDING RETURN TO:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038
Attn: Peter G. Koffler, Esq.

PROPERTY ADDRESS:

1455 Lake Cook Road
Northbrook, IL 60062

TAX PARCEL NO. 04-03-200 007-
0000

LEASE ASSIGNMENT AND ASSUMPTION 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) Federated Retail Holdings, Inc. (formerly known as The May Department Stores Company), successor by merger to Adcor Realty Corporation ("Assignor"), having an address of c/o Federated Department Stores, Inc., 7 West Seventh Street, Cincinnati, Ohio 45202, hereby sells, assigns, transfers and conveys by quitclaim to LT Propco LLC ("Assignee"), having an address of c/o NRDC Equity Partners Fund III LLC, 3 Manhattanville Road, Purchase, New York 10577, and its successors and assigns all of Assignor's right, title and interest in and to that certain lease agreement for the real property described on Exhibit A hereto, a short form of which was recorded as Document No. 23126332 and re-recorded as Document No. 23219178 with the Cook County, Illinois, Recorder of Deeds, as amended by First Amendment to Lease recorded as Document No. 23413806 and re-recorded as Document No. 23557537 with the Cook County, Illinois, Recorder of Deeds, and as affected by Agreement recorded as Document No. 24608038 with the Cook County, Illinois, Recorder of Deeds, and including, without limitation, the documents and instruments described on Exhibit B hereto (collectively, the "Lease"), together with Assignor's right, title and interest in and to (i) all deposits, escrows, prepayments, guaranties, letters of credit and other security, if any, related to the Lease and held by the lessor thereunder and (ii) all improvements, rights, easements, privileges, appurtenances and advantages as to which Assignor has an interest pursuant to the Lease; and (b) Assignee hereby accepts the foregoing sale, assignment, transfer, quitclaim and conveyance, assumes the obligations of the lessee under such Lease, agrees to pay and perform fully and timely when due all of Assignor's obligations with respect thereto, all to the extent the same accrue from and after the Effective Time, and agrees, from and after the Effective Time, as set forth in Article X of the Lease, to pay the rent as provided in Article II of the Lease.

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

This Lease Assignment and Assumption Agreement (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: October 2, 2006

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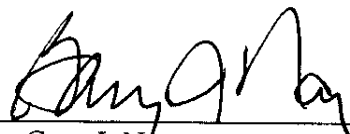
Property of Cook County Clerk's Office

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Signature Page
to
Lease Assignment and Assumption Agreement

ASSIGNOR:

Federated Retail Holdings, Inc., a New York corporation

By: 
 Name: Gary J. Nay
 Title: Vice President

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Gary J. Nay, personally known to me to be the Vice President of Federated Retail Holdings, Inc., a New York corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Vice President, he signed and delivered the instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of September, 2006.


 Notary Public

JULIAN ENTNER
 NOTARY PUBLIC, State of New York
 No. 01EN6078424
 Qualified in Kings County
 Certificate Filed in New York County
 Commission Expires July 29, 2010

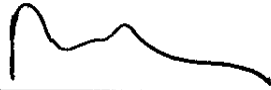
My Commission expires on _____, 20____
 [Notarial Seal]

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Signature Page
to
Lease Assignment and Assumption Agreement

ASSIGNEE:

LT Propco LLC, a Delaware limited liability company

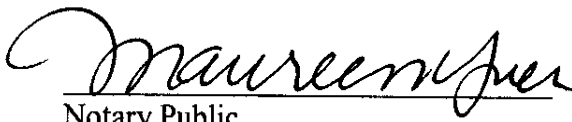
By: 
Name: Richard Baker
Title: President

Property of Court Clerk's Office

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Richard Baker, personally known to me to be the President of LT Propco LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, he signed and delivered the instrument as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th Maureen day of September, 2006.



Notary Public
My Commission expires on _____, 20__.
[Notarial Seal]

MAUREEN YUEN
Notary Public, State of New York
No. 01YU6129970
Qualified in Kings County
Commission Expires July 5, 2009

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Assignor(s) Name, Address:

Federated Retail Holdings, Inc.
c/o Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202

Assignee(s) Name, Address:

LT Propco LLC
c/o NRDC Equity Partners Fund III LLC
3 Manhattanville Road
Purchase, New York 10577

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Exhibit A

Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3, AFORESAID; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3 AFORESAID, 1555.85 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST AT RIGHT ANGLES THERETO 153.93 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED, (FOR THE PURPOSES OF THIS DESCRIPTION THE POINTS HEREIN REFERRED TO AS "SOUTH" AND "WEST" ARE MEASURED SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3 AFORESAID THROUGH A POINT IN SAID NORTH LINE MEASURED WEST ALONG SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 3);

THENCE CONTINUE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST, 370.93 FEET; THENCE SOUTH 57 DEGREES 03 MINUTES 18 SECONDS WEST, 61.95 FEET; THENCE SOUTH 82 DEGREES 03 MINUTES 18 SECONDS WEST, 139.81 FEET; THENCE SOUTH 37 DEGREES 03 MINUTES 18 SECONDS WEST, 58.49 FEET TO A POINT "624.77 SOUTH, 1781.45 WEST"; THENCE SOUTH 07 DEGREES 56 MINUTES 42 SECONDS EAST, 84.12 FEET TO A POINT "708.07 SOUTH, 1769.75 WEST"; THENCE SOUTH 82 DEGREES 03 MINUTES 18 SECONDS WEST, 260.26 FEET TO A POINT 744.29 SOUTH, 2027.48 WEST"; THENCE NORTH 07 DEGREES 56 MINUTES 42 SECONDS WEST, 56.00 FEET; THENCE SOUTH 82 DEGREES 03 MINUTES 18 SECONDS WEST, 42.25 FEET; THENCE NORTH 07 DEGREES 56 MINUTES 42 SECONDS WEST, 28.00 FEET; THENCE SOUTH 82 DEGREES 03 MINUTES 18 SECONDS WEST, 38.62 FEET; THENCE NORTH 70 DEGREES 38 MINUTES 11 SECONDS WEST, 118.15 FEET; THENCE SOUTH 82 DEGREES 03 MINUTES 18 SECONDS WEST, 59.32 FEET; THENCE NORTH 29 DEGREES 56 MINUTES 42 SECONDS WEST, 591.85 FEET TO ITS INTERSECTION WITH AN ARC OF A CIRCLE CONVEX NORTHEASTERLY, HAVING A RADIUS OF 325.0 FEET AND WHICH IS TANGENT TO A LINE 25.0 FEET NORTHEASTERLY (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH A LINE DRAWN FROM A POINT "126.00 SOUTH, 2619.00 WEST" TO POINT "314.00 SOUTH, 2160.00 WEST"; THENCE SOUTH EASTERLY ALONG SAID ARC 99.27 FEET TO SAID POINT OF TANGENCY; THENCE SOUTH 67 DEGREES 40 MINUTES 18 SECONDS EAST ALONG SAID PARALLEL LINE 262.30 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, CONVEX SOUTH EASTERLY AND HAVING A RADIUS OF 46.00 FEET FOR A DISTANCE OF 90.14 FEET TO A POINT OF TANGENCY WITH A LINE 27.00 FEET WEST (MEASURED AT RIGHT ANGLES) OF A LINE PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3 AFORESAID DRAWN THROUGH A POINT THEREIN 2156.11 FEET WEST

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(AS MEASURED ALONG SAID NORTH LINE) OF THE NORTHEAST CORNER THEREOF (SAID PERPENDICULAR LINE HEREINAFTER REFERRED TO AS LINE "2156.11 WEST"); THENCE NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST ALONG SAID PARALLEL LINE 61.42 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG SAID CURVE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 57.00 FEET FOR A DISTANCE OF 53.50 FEET TO A POINT IN A DIAGONAL LINE DRAWN FROM A POINT "105.00 SOUTH, 2326.55 WEST" TO A POINT "82.00 SOUTH, 1521.25 WEST"; THENCE NORTH 88 DEGREES 25 MINUTES 09 SECONDS EAST ALONG SAID DIAGONAL LINE 98.10 FEET TO ITS INTERSECTION OF AN ARC OF A CIRCLE NORTHWESTERLY HAVING A RADIUS OF 57.00 FEET AND WHICH IS TANGENT TO A LINE 27.00 FEET EAST (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH LINE "2156.11 WEST" HEREINBEFORE DESCRIBED; THENCE SOUTHWESTERLY ALONG SAID ARC 50.24 FEET TO SAID POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG SAID PARALLEL LINE 82.35 FEET TO A POINT OF CURVE OF AN ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 36.00 FEET AND WHICH IS TANGENT TO A LINE 25.00 FEET NORTHWESTERLY (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH A LINE DRAWN FROM A POINT "314.00 SOUTH AND 2160.00 WEST" TO A POINT "186.02 SOUTH AND 1804.29 WEST"; THENCE EASTERLY ALONG SAID ARC 68.98 FEET TO SAID POINT OF TANGENCY; THENCE NORTH 70 DEGREES 16 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 215.13 FEET TO A POINT OF CURVE OF AN ARC CONVEX NORTHERLY, HAVING A RADIUS OF 462.00 FEET AND WHICH IS TANGENT TO A LINE 25.00 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) OF A LINE DRAWN FROM A POINT "186.02 SOUTH, 1804.29 WEST" TO A POINT "178.00 SOUTH, 1523.63 WEST"; THENCE EASTERLY ALONG SAID ARC 146.36 FEET TO SAID POINT OF TANGENCY; THENCE NORTH 88 DEGREES 25 MINUTES 06 SECONDS EAST ALONG SAID PARALLEL LINE 179.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

(FOR PURPOSES OF THIS DESCRIPTION THE POINTS HEREIN REFERRED TO AS "SOUTH" AND "WEST" ARE MEASURED SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF THE, NORTHEAST QUARTER OF SECTION 3 AFORESAID THROUGH A POINT IN SAID NORTH LINE MEASURED WEST ALONG SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 3) COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 3 AFORESAID 2156.11 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST AT RIGHT ANGLES THERETO 100.13 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; (SAID POINT OF BEGINNING BEING IN A DIAGONAL LINE DRAWN FROM A POINT "105.00 SOUTH, 2326.55 WEST" TO A POINT "82.00 SOUTH, 1521.25 WEST"); THENCE NORTH 88 DEGREES 25 MINUTES 9

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SECONDS EAST ALONG SAID DIAGONAL LINE 47.76 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, 0.06 FEET TO A POINT IN THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 23033339; THENCE SOUTH 88 DEGREES 23 MINUTES 57 SECONDS WEST ALONG SAID SOUTH LINE 98.10 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS WEST, 0.03 FEET TO A POINT IN THE DIAGONAL LINE HEREINBEFORE DESCRIBED; THENCE NORTH 88 DEGREES 25 MINUTES 09 SECONDS EAST ALONG SAID DIAGONAL LINE 50.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Exhibit B

List of Documents

1. Lease, dated as of June 17, 1975, by and between Homart Development Co. ("Homart") and Adcor Realty Corporation ("Adcor"), a short form of which was recorded on June 24, 1975, in the Office of the Recorder of Cook County, Illinois, as Document No. 23126332 and on September 11, 1975, as Document No. 23219178.
2. First Amendment to Lease, dated February 26, 1976, by and between Homart and Adcor, recorded in the Office of the Recorder of Cook County, Illinois, as Document No. 23413806.
3. Notice from Connecticut General Life insurance Company dated January 30, 1976 and January 28, 1976, re: its status as mortgagee of the Developer's Parcel.
4. Letter, dated July 18, 1988, from Adcor and Associated Dry Goods Corporation to Homart, giving notice of a change of address
5. Notice Letter, dated December 10, 1996, from The Wilder Companies to Lord & Taylor regarding a change in the managing agent.
6. Change of Address Notice, dated April 11, 1997, from The Wilder Companies to The May Department Stores Company ("May").
7. Estoppel Letter, dated April 21, 1998, from May to Northbrook Court I L.L.C. and Northbrook Court II L.L.C.
8. Notice Letter, dated May 8, 1998, indicating a transfer of ownership, from Grosvenor International (Westcoast Estates) Limited and P.I.C. Investments to Northbrook Court I L.L.C. and Northbrook Court II L.L.C.
9. Estoppel Letter, dated September 9, 1999, by May to Lehman Brothers Holdings, Goldman Sachs Mortgage Company and Westcoast Estates.
10. Estoppel Letter, dated July 13, 2001, from May to Westcoast Estates and Teacher's Insurance and Annuity Association College Retirement Fund.
11. Reciprocal Estoppel, dated July 13, 2001, from Westcoast Estates to May.
12. Letter Agreement, dated March 3, 2004, between Westcoast Estates and May, re: CAM and Lord & Taylor expansions.