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THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING, MAIL TO:

SCHIFF HARDIN LLP
6600 Sears Tower
233 S. Wacker Drive
Chicago, Illinois 60606
Attn: David A. Grossberg, Esq.

0700233212

Doc#: 0700233212 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/02/2007 11:14 AM Pg: 1 of 7



Doc#: 0703733086 Fee: \$36.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/06/2007 08:59 AM Pg: 1 of 7

1 all
835936/22RF
Evanston

Re-recorded to correct the date of the document.

ASSIGNMENT AND ASSUMPTION OF LEASE

DECEMBER, 2006

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS (this "Assignment") is made as of the 20th day of ~~November, 2004~~ by Sherman Plaza Partners, LLC, a Delaware limited liability company ("Assignor") to MB Evanston Sherman, L.L.C., a Delaware limited liability company ("Assignor").

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RECITALS

WHEREAS, Assignor and the City have entered into that certain Lease dated October 28, 2002, as amended, for certain retail and commercial premises within Sherman Plaza Subdivision (the "Garage Retail Lease");

WHEREAS, Assignor wishes to assign to Assignee all of its rights, title and interest in and to the Garage Retail Lease (the "Agreement"), which Agreement relates to certain real property in the City of Evanston in Cook County, State of Illinois, as legally described in Exhibit A attached hereto; and *the lease between the City of Evanston and Sherman Plaza Venture, L.L.C., dated November 20, 2004, described in Exhibit A; and*

WHEREAS, Assignee wishes to accept such assignment from Assignor and to assume all of Assignor's obligations under the Agreements.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby grants, transfers and assigns to Assignee all of Assignor's rights, title and interest in and to the Agreements. Assignee hereby accepts such assignment and assumes all obligations of Assignor under the Agreements.

2. Assignor hereby grants, transfers and assigns to Assignee all of Assignor's rights, title and interest in and to any and all payments or deposits made by or on behalf of Assignor under the Agreements prior to the date hereof. Assignee hereby accepts such assignment.

Box 400-CTCC

STAMPS AFFIXED TO DOC 0700233211

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3. This Assignment may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

Sherman Plaza Partners, LLC, a Delaware limited liability company

By: SPV Finance, LLC, a Delaware limited liability company, its sole member

By: SPV Holdings, LLC, a Delaware limited liability company, its sole member

By: Sherman Plaza Venture, L.L.C., an Illinois limited liability company, its sole member

By: SPV, Inc., an Illinois corporation, its manager

By: [Signature]
Name: Tim Anderson
Its: President

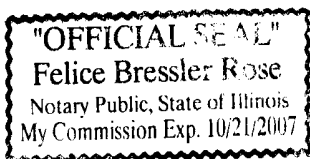
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ACKNOWLEDGMENT

STATE OF ILLINOIS §
 § SS.
COUNTY OF Cook §

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Tim Anderson, personally appeared before me this day and acknowledged that he is the President of SPV, Inc., an Illinois corporation, the manager of Sherman Plaza Venture, L.L.C., the sole member of SPV Holdings, LLC, the sole member of SPV Finance, LLC, the sole member of Sherman Plaza Partners, LLC, and acknowledged that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name as its free act and deed.

WITNESS my hand and official seal this 20th day of December, 2006.



[Signature]
Notary Public

See Transfer Stamps on Prior Deed

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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the date first written above.

ASSIGNEE:

MB EVANSTON SHERMAN, L.L.C., a Delaware limited liability company

By: _____

Its: Manager

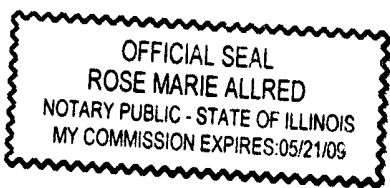
see attached signature block

ACKNOWLEDGMENT

STATE OF ILLINOIS §
 § SS.
COUNTY OF §

I, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~VALERIE MEDINA~~ personally appeared before me this day and acknowledged that s/he is the Asst Secty of MB Evanston Sherman, L.L.C., and acknowledged that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name as its free act and deed.

WITNESS my hand and official seal this 19 day of Dec, 2006.




Rose Marie Allred
Notary Public

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MB Evanston Sherman, L.L.C.,
A Delaware limited liability company

By: Minto Builders (Florida), Inc.,
a Florida corporation, its sole member

By: 
Name: Valerie Medina
Its: Assistant Secretary

Property of Cook County Clerk's Office

STREET ADDRESS: *Sherman Plaza*
CITY: *EVANSTON*
TAX NUMBER: 11-18-304-~~0000~~ *0000* *11-18-304-001* *11-18-304-028* *11-18-304-029*

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COUNTY: *COOK*

Exhibit A

LEGAL DESCRIPTION:

~~PARCEL 1:~~

LOT 2 IN THE AMENDED AND RESTATED SHERMAN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT WAS RECORDED AUGUST 24, 2006 AS DOCUMENT NUMBER 0623632062.

~~PARCEL 2:~~

PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR SUPPORT, INGRESS AND EGRESS, AND OTHER PURPOSES AS DESCRIBED AND DEFINED IN SECTION 4, AS DESCRIBED AND DEFINED IN SECTION 9 OF THE RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 9, 2004 AS DOCUMENT NO. 0434404085.

PARCEL 3:

LEASEHOLD ESTATE AS CREATED BY THE LEASE BETWEEN CITY OF EVANSTON AND SHERMAN PLAZA VENTURE, L.L.C., (AS DISCLOSED OF RECORD BY THE MEMORANDUM THEREOF RECORDED DECEMBER 9, 2004 AS DOCUMENT NO. 0434404088), AS ASSIGNED TO SHERMAN PLAZA PARTNERS, LLC, BY ASSIGNMENT AND ASSUMPTION OF AGREEMENTS RECORDED DECEMBER 9, 2004 AS DOCUMENT NO. 0434404089, AND FURTHER DESCRIBED BY THE AMENDMENT TO LEASE, A RESTATED SHORT FORM AND MEMORANDUM OF LEASE OF WHICH WAS DATED NOVEMBER 13, 2006 AND RECORDED NOVEMBER 27, 2006 AS DOCUMENT 0633133175, WHICH DEMISES AND LEASES THE FOLLOWING DESCRIBED PORTION OF LOT 1 IN SHERMAN PLAZA SUBDIVISION, AFORESAID, FOR A TERM COMMENCING AND EXPIRING AS THEREIN DEFINED:

THAT PART OF LOT 1, IN AMENDED AND RESTATED SHERMAN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 2006 AS DOCUMENT NUMBER 0623632062, LYING ABOVE GROUND TIER FINISHED FLOOR ELEVATION OF 600.8, MORE OR LESS, AND BELOW SECOND TIER RAMP AND PARKING AREA FINISHED FLOOR ELEVATIONS RANGING FROM 610.0 THROUGH 622.5, MORE OR LESS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 21 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 44.40 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 30 SECONDS EAST 3.29 FEET FOR THE PLACE OF BEGINNING;

THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 5.58 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.58 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 8.69 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.67 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 3.83 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 0.67

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FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 16.92 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 1.34 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 0.17 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 7.15 FEET; THENCE SOUTH 35 DEGREES 11 MINUTES 42 SECONDS EAST, 15.26 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 48.28 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 16.42 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 13.17 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 38.03 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 0.75 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 5.64 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 26.04 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 0.28 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 80.87 FEET; THENCE SOUTH 26 DEGREES 43 MINUTES 33 SECONDS WEST, 19.87 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 10.06 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 0.67 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 4.75 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 0.67 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 14.75 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 0.67 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 3.50 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 52 SECONDS EAST, 0.67 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 13.17 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 0.67 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 2.69 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 6.58 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 1.17 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 2.50 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 1.17 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 26.92 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS EAST, 3.15 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 2.67 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 3.15 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 52 SECONDS WEST, 2.30 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 08 SECONDS WEST, 19.06 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

~~PARCEL 4:~~

~~PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 3 FOR SUPPORT, INGRESS AND EGRESS, AND OTHER PURPOSES AS DESCRIBED AND DEFINED IN SECTION 3 OF THE RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 9, 2004 AS DOCUMENT NO. 0434404085.~~

PARCEL 5:

LEASEHOLD ESTATE AS CREATED BY THE RETAIL PARKING LEASE BETWEEN CITY OF EVANSTON AND SHERMAN PLAZA PARTNERS, LLC, RECORDED DECEMBER 9, 2004 AS DOCUMENT NO. 0434404092 WHICH DEMISES AND LEASES THE FOLLOWING FOR A TERM COMMENCING ON THE COMMENCEMENT DATE AS DEFINED THEREIN AND TERMINATING UPON THE 40TH ANNIVERSARY THEREOF:

SUFFICIENT UNASSIGNED AND UNRESERVED AUTOMOBILE PARKING SPACES TO COMPLY WITH THE CITY OF EVANSTON'S ZONING ORDINANCE, AS THAT ORDINANCE MAY BE MODIFIED FROM TIME TO TIME, LOCATED AT THE PLANNED NEW PUBLIC PARKING GARAGE LOCATED ON LOT 1 IN SHERMAN PLAZA SUBDIVISION, AFORESAID.

~~PARCEL 6:~~

~~EASEMENT FOR THE BENEFIT OF PARCEL 1 AS PROVIDED IN THE CAISSON BELL AND ABOVE-GRADE ENCROACHMENT EASEMENT BETWEEN THE CITY OF EVANSTON AND SHERMAN PLAZA PARTNERS, LLC, RECORDED FEBRUARY 22, 2006 AS DOCUMENT NO. 0605334078 IN REFERENCE TO ENCROACHMENT OF (I) CAISSONS AND CAISSON BELLS 1.5 FEET ALONG THE NORTH LINE ALONG CHURCH STREET, 4 FEET ALONG THE SOUTH LINE ALONG DAVIS STREET AND 3 FEET AND 1.5 FEET ALONG THE EAST LINE ALONG SHERMAN STREET; AND (II) ABOVE-GRADE IMPROVEMENTS OF THE PROPOSED BUILDING OVER THE PUBLIC RIGHT OF WAY BY A MAXIMUM OF 6 FEET ALONG THE NORTH, SOUTH AND EAST LINES.~~

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