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Doc#: 0815734000 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/05/2008 08:12 AM Pg: 1 of 6

This Instrument Prepared by
and After Recording Return to:

Debra A. Kleban, Esq.
Applegate & Thorne-Thomsen, P.C.
322 S. Green Street, Suite 400
Chicago, Illinois 60607

Property Address:

1230 West Taylor Street
Chicago, Illinois 60607

Permanent Index Number:
17-17-323-047-0000

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment and Deed") is made as of the 1st day of May, 2008, between RS RETAIL ELEANOR LLC, an Illinois limited liability company ("Grantor" or "Assignor"), whose address is 350 West Hubbard Street, Suite 300, Chicago, Illinois 60610, and RS RETAIL LLC, an Illinois limited liability company ("Grantee" or "Assignee"), whose address is 350 West Hubbard Street, Suite 300, Chicago, Illinois 60610.

RECITALS:

WHEREAS, the Assignor, as tenant, has entered into a Ground Lease dated as of December 1, 2006 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 2006 as Document No. 0635516072, as the same may be amended from time to time (the "Ground Lease") with the Chicago Housing Authority, an Illinois municipal corporation, as landlord (the "Landlord"), pursuant to which Landlord has granted to the tenant an undivided leasehold estate in that certain real estate consisting of approximately 2,576 square feet of ground floor retail space located at 1230 West Taylor Street in Chicago, Illinois, as legally described in Exhibit "A" attached hereto and made a part hereof (the "Land"); and

WHEREAS, The Assignor desires to assign to the Assignee its interest as tenant under the Ground Lease, and Assignee has agreed to assume the Assignor's interest as tenant and to become the tenant under the Ground Lease.

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NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Definitions.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Ground Lease.
2. **Assignment.** The Assignor hereby assigns to the Assignee all the Assignor's interest and rights as Tenant under the Ground Lease.
3. **Assumption.** The Assignee hereby accepts and agrees to be bound by the Ground Lease and assumes all obligations of the Assignor, as Tenant, thereunder.
4. **Counterparts.** This Assignment may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.
5. **Consent.** Landlord hereby acknowledges and consents to the Assignment of the Tenant's interest in the Ground Lease to Assignee.

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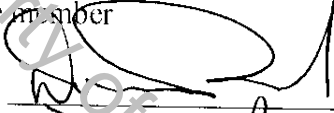
IN WITNESS WHEREFORE, the parties have executed this Assignment or caused this Assignment to be executed as of the day first written above.

ASSIGNOR:

RS RETAIL ELEANOR LLC,
an Illinois limited liability company

By: LR ABLA LLC,
a Delaware limited liability company,
its sole member

By: LR Development Company LLC,
a Delaware limited liability company d/b/a Related Midwest LLC,
its sole member

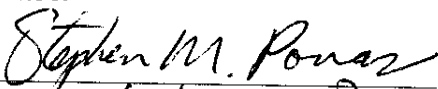
By: 
Name: Donald M. Byrnacki
Title: Senior Vice President

ASSIGNEE:

RS RETAIL LLC,
an Illinois limited liability company

By: LR ABLA LLC,
a Delaware limited liability company,
its sole member

By: LR Development Company LLC,
a Delaware limited liability company d/b/a Related Midwest LLC,
its sole member

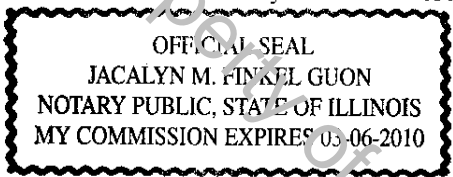
By: 
Name: Stephen M. Porras
Title: Vice President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Donald M. Biermacki, as Senior President of LR Development Company LLC d/b/a Related Midwest LLC, as sole member of LR ABLA LLC, as sole member of RS Retail Eleanor LLC, 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 he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability company, on behalf of such limited liability company, on behalf of such limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 2008.



[Signature]
Notary Public

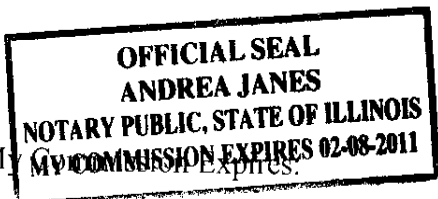
My Commission Expires:

March 6, 2010

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Andrea Janes, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen M. Porras, as Vice President of LR Development Company LLC d/b/a Related Midwest LLC, as sole member of LR ABLA LLC, as sole member of RS Retail LLC, 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 he signed and delivered such instrument as his own free and voluntary act, and as the free and voluntary act of such limited liability company, on behalf of such limited liability company, on behalf of such limited liability company, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 30th day of May, 2008.



[Signature]
Notary Public

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CONSENT BY CHA

The undersigned, Chicago Housing Authority, as landlord under the Ground Lease, hereby consents to the foregoing Assignment and Assumption Agreement as a "Permitted Transfer" under the Ground Lease and releases Grantor and Grantor's respective partners, members, officers, shareholders, directors, and the respective agents and employees of each of them, from any and all obligations and liabilities of Tenant under the Ground Lease arising or accruing from and after the date hereof. The foregoing release of Grantor is a release of Grantor only with respect to obligations of Tenant under the Ground Lease arising or accruing from and after the date hereof, and shall not limit Grantor's obligations under the Ground Lease arising or accruing prior to the date hereof, nor shall it limit any obligations or liabilities of Grantor arising or accruing under this Assignment. Nothing herein shall be deemed to limit, in any manner, the liability of Grantor for all obligations and responsibilities of "Tenant" under the Ground Lease arising or accruing from and after the date hereof.

CHICAGO HOUSING AUTHORITY

By: [Signature]
Name: Lewis Jordan
Title: Chief Executive Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

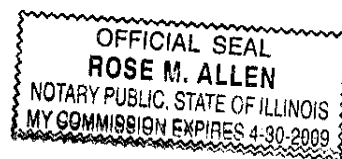
I, Rose M. Allen, a Notary Public in and for the County and State aforesaid, do hereby certify that Lewis Jordan, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered such instrument as his/her/their own free and voluntary act, and as the free and voluntary act of such municipal corporation, on behalf of such municipal corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 30th day of May, 2008.

Rose M. Allen
Notary Public

My Commission Expires:

4-30-2009



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EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

All that portion of the following described premises lying above Elevation 14.08 feet and beneath Elevation 26.58 feet City of Chicago Datum:

Part of Lot 9 as designated upon Plat 1 Roosevelt Square, a resubdivision of part of Buckley's Subdivision, Part of Macalister's Subdivision and the Subdivision of Block 14 of Vernon Park Addition to Chicago lying within the East Half of the Southwest Quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows to wit:

Commencing at the Southeast corner of said Lot 9; thence North $00^{\circ}09'13''$ West along the East line of said Lot 9, a distance of 16.08 feet; thence South $89^{\circ}50'47''$ West perpendicular to said East line of Lot 9, a distance of 6.73 feet to the Point of Beginning of this description; thence North $89^{\circ}56'50''$ West, a distance of 3.77 feet; thence South $00^{\circ}03'10''$ West, a distance of 4.68 feet; thence North $89^{\circ}56'50''$ West, a distance of 7.15 feet; thence South $00^{\circ}03'10''$ West, a distance of 9.45 feet; thence North $89^{\circ}56'50''$ West, a distance of 30.50 feet; thence North $00^{\circ}03'10''$ East, a distance of 0.60 feet; thence North $89^{\circ}56'50''$ West, a distance of 1.65 feet; thence South $00^{\circ}03'10''$ West, a distance of 0.60 feet; thence North $89^{\circ}56'50''$ West, a distance of 5.00 feet; thence Westerly along a curve to the right, said curve having a radius of 8.57 feet and a central angle of $38^{\circ}16'40''$, [the chord of which bears North $72^{\circ}04'46''$ West, a distance of 5.62 feet]; thence North $43^{\circ}13'39''$ East, a distance of 0.55 feet; thence North $46^{\circ}46'21''$ West, a distance of 1.65 feet; thence South $43^{\circ}13'39''$ West, a distance of 0.57 feet; thence Northerly along a curve to the right, said curve having a radius of 8.57 feet and a central angle of $41^{\circ}33'25''$, [the chord of which bears North $21^{\circ}06'47''$ West, a distance of 6.08 feet]; thence North $00^{\circ}03'10''$ East, a distance of 4.40 feet; thence South $89^{\circ}56'50''$ East, a distance of 0.60 feet; thence North $00^{\circ}03'10''$ East, a distance of 1.65 feet; thence North $89^{\circ}56'50''$ West, a distance of 0.60 feet; thence North $00^{\circ}03'10''$ East, a distance of 5.53 feet; thence South $89^{\circ}56'50''$ East, a distance of 4.24 feet; thence North $00^{\circ}03'10''$ East, a distance of 7.20 feet; thence South $89^{\circ}56'50''$ East, a distance of 9.36 feet; thence North $00^{\circ}03'10''$ East, a distance of 8.65 feet; thence North $89^{\circ}56'50''$ West, a distance of 9.37 feet; thence North $00^{\circ}03'10''$ East, a distance of 8.42 feet; thence North $89^{\circ}56'50''$ West, a distance of 3.95 feet; thence North $00^{\circ}03'10''$ East, a distance of 12.39 feet; thence South $89^{\circ}56'50''$ East, a distance of 21.14 feet; thence South $00^{\circ}03'10''$ West, a distance of 4.87 feet; thence South $89^{\circ}56'50''$ East, a distance of 12.73 feet; thence South $00^{\circ}03'10''$ West, a distance of 6.20 feet; thence South $89^{\circ}56'50''$ East, a distance of 22.68 feet; thence South $00^{\circ}03'10''$ West, a distance of 31.40 feet to the Point of Beginning, containing 0.0592 acres (2576 square feet) more or less, all being situated within the City of Chicago, County of Cook, and State of Illinois.

Permanent Index No.: 17-17-323-047-0000

Property Address: 1230 West Taylor Street, Chicago, Illinois