



This Instrument Prepared by:
Seyfarth Shaw LLP
131 South Dearborn, Suite 2400
Chicago, Illinois 60603
Attn: Aaron R. O'Donnell

Doc#: 1035741027 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/23/2010 11:36 AM Pg: 1 of 16

Upon Recording, Return to:

Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
Attn: John R. "B.J." Jhach

Property Address:
Willow Festival Shopping Center
Northbrook, Illinois

PINs: 04-23-108-002-0000; 04-23-108-003-0000; 04-23-108-004-0000; 04-23-108-005-0000; 04-23-108-006-0000; 04-23-108-007-0000; 04-23-108-008-0000; 04-23-200-043-0000

**ASSIGNMENT AND ASSUMPTION OF LEASE
(GROUND LEASE)**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is entered into as of the 15 day of December, 2010 ("Effective Date") by and between WILLOW FESTIVAL LLC, a Delaware limited liability company ("Assignor") and WILLOW FESTIVAL REGENCY, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is conveying to Assignee all of Assignor's right, title and interest in certain real property more particularly described therein and located at the southeast corner of the intersection of Willow Road and Waukegan Road, in the City of Northbrook, County of Cook, State of Illinois, known as Willow Festival Shopping Center (the "Premises") and any and all buildings, structures and improvements now located or later to be constructed on the Premises.

B. Assignor or its predecessor(s) in interest, as "Lessee," and Chicago Title Land Trust Company as successor trustee to Cole Taylor Bank, as Trustee under Trust Agreement dated August 1, 2002 and known as Trust No. 99-8164, as "Lessor" are parties to that certain Amended and Restated Ground Lease for Real Estate Parcels SE-1A-2 and SE-1A-X dated as of September 15, 2005, a Short Form and Memorandum of which was recorded in the Office of the Recorder of Deeds of Cook County on September 30, 2005, as Document No. 0527312183, as modified by that certain unrecorded Assignment and Assumption Agreement dated April 18, 2006, as modified by that certain First Amendment to Amended and Restated Ground Lease dated August 30, 2006, and as further modified by that certain Assignment and Assumption

M.G.R.

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Agreement dated December 21, 2007, which was recorded in the Office of the Recorder of Deeds of Cook County on January 10, 2008, as Document No. 0801033033 (such Ground Lease as modified, assigned and assumed, being collectively referred to herein as the "Ground Lease"), pursuant to which the Assignor leases from the Lessor the "Premises" described therein and on Exhibit A attached hereto.

C. Assignor desires to assign all of its rights and delegate all of its duties under the Ground Lease to Assignee, and Assignee desires to accept such assignment and delegation, pursuant to Section 9.1 of the Ground Lease.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Ground Lease. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Ground Lease and any and all buildings, structures and improvements now located or later to be constructed on the Premises and warrants title to the same against all persons claiming by, through, or under Assignor and subject to those matters set forth on Exhibit B attached hereto and incorporated herein by reference, and Assignee hereby accepts such assignment and agrees to assume, keep, perform, and fulfill all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by the Lessee under the Ground Lease, arising and accruing from and after the Effective Date and for the entire remaining term of such Ground Lease. Assignor agrees to perform all obligations first arising or accruing under the Ground Lease prior to the Effective Date.

2. Indemnification. Assignor indemnifies and agrees to hold Assignee harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under the Ground Lease first arising or accruing before the Effective Date hereof. Assignee indemnifies and agrees to hold Assignor harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under the Ground Lease first arising or accruing on or after the Effective Date hereof.

3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

4. Interpretation. Except as expressly set forth herein, the Ground Lease is intended to remain unchanged and in full force and effect. All capitalized terms used but not defined herein shall have the meanings given them in the Ground Lease.


5. Execution. This Assignment may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement, but for the purpose of proving the existence of this Assignment it shall not be necessary to produce or account for more than one such counterpart except for the purpose of demonstrating that any party is a signatory thereto.


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6. Further Assurances. The parties agree to take any and all action and to execute thereafter any and all documents and instruments which a requesting party deems necessary or desirable to accomplish the purposes of this Assignment.

[signature page follows next]

Property of Cook County Clerk's Office

STATE TAX	STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
	DEC. 23. 10	14495.00
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	# 0000061107	FP 103037

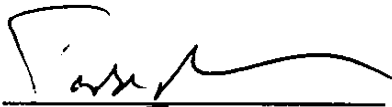
COUNTY TAX	COOK COUNTY	REAL ESTATE TRANSFER TAX
	DEC. 23. 10	07247.50
REAL ESTATE TRANSACTION TAX REVENUE STAMP	# 0000073394	FP 103042

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IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption of Lease (Ground Lease) to be executed as of the date first above written.

Assignor: WILLOW FESTIVAL LLC, a Delaware limited liability company

By: HP Willow, LLC, an Illinois limited liability company, its Manager

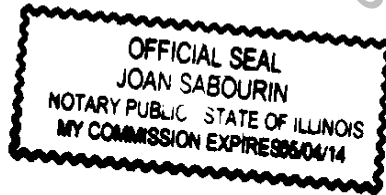
By: 
Name: TODD BERLINGHOFF
Its: MANAGING MEMBER

STATE OF ILLINOIS)
 duPage) SS
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named TODD BERLINGHOFF, personally known to me to be a MANAGING MEMBER of HP Willow, LLC, an Illinois limited liability company, the Manager of Willow Festival LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, pursuant to authority given by said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 17th day of December, 2010.

Joan Sabourin
Notary Public




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Assignee: WILLOW FESTIVAL REGENCY, LLC, a Delaware limited liability company

By: Regency Centers, L.P., a Delaware limited partnership, its Managing Member

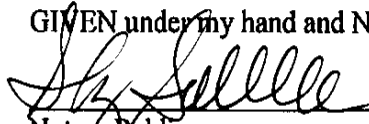
By: Regency Centers Corporation, a Florida corporation, its General Partner

By: 
Name: Stuart Brackenridge
Its: Vice President

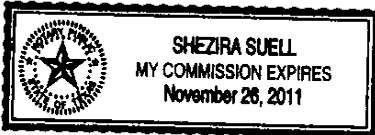
STATE OF Texas)
) SS
COUNTY OF Dallas)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Stuart Brackenridge, personally known to me to be Vice President of Regency Centers Corporation, a Florida corporation, the General Partner of Regency Centers, L.P., a Delaware limited partnership, the Managing Member of Willow Festival Regency, a Delaware limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument, pursuant to authority given by said Company, as his/her free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 14th day of December, 2010.



Notary Public



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FEE OWNER CONSENT

The undersigned, as the current fee owner of the Premises and the Lessor under the Ground Lease, hereby consents to the Assignment and Assumption of Lease (Ground Lease) between Willow Festival LLC, a Delaware limited liability company, and Regency Centers Acquisition, LLC, a Florida limited liability company, to which this Consent is attached ("Assignment"). Notwithstanding the foregoing or anything contained in the Assignment, it is understood and agreed by Assignor and Assignee by their acceptance of the Assignment and this Consent that (i) the undersigned hereby reserves any and all rights as against Assignor with respect to any obligations under the Ground Lease first arising or accruing before the Effective Date of the Assignment, and (ii) with respect to (x) the obligations of the Lessee under the Ground Lease to deliver the required documentation and any amounts due on account of the actual Percentage Rent for Lease Year 2010 being in excess of the Estimated Percentage Rent Payments previously made for Lease Year 2010, and (y) the obligations of the Lessee under the Ground Lease to pay all impositions accruing during Lease Year 2010, Assignor and Assignee agree and understand that Lessor shall have the right to look to both Assignor and Assignee for the performance of such obligations under the Ground Lease regardless of whether the obligations to pay or reconcile any such item occurred or arose prior to the Effective Date. In addition, with respect to any Defaults first arising or accruing prior to the Effective Date and not known to Lessor as of the Effective Date but which continue after the Effective Date, Lessor shall have the right to look to Assignee to cure any such Default, provided however that nothing herein shall be deemed to modify the indemnity provisions between Assignor and Assignee set forth in the Assignment.

All capitalized terms used but not defined in this Consent or the Assignment shall have the meanings ascribed to them in the Ground Lease.


This Consent is executed by CHICAGO TITLE LAND TRUST COMPANY, not personally, but solely as Successor Trustee to Cole Taylor Bank under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, solely in the exercise of the power and authority conferred upon and vested in said Trustee in its capacity as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained in this Consent or in the Ground Lease shall be construed as creating any liability whatsoever against said Trustee personally and in particular, without limiting the generality of the foregoing, there shall be no personal liability to comply with the terms of the Ground Lease, to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security under the Ground Lease; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises leased pursuant to the Ground Lease or the Project for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked title to the Premises described in the Ground Lease; that said Trustee has no control over, or under the Ground Lease, and assumes no responsibility for (a) the management or control of such Premises or the Project, (b) the upkeep, inspection, maintenance or repair of such Premises or the Project, (c) the collection of rents or rental from such Premises or the Project, or (d) the conduct of any business which is

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permitted to attach the form of exculpation customarily used by it to all documents, agreements, instruments, or other writings executed by it.

Dated: December 15, 2010

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Successor Trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164

By: 
Printed Name: Harriet Denisevicz
Its: Assistant Vice President

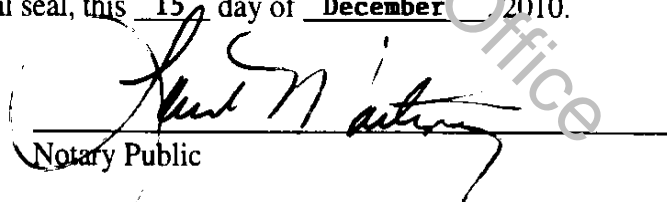
Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

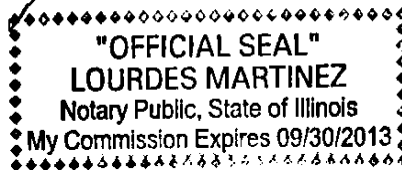
Assistant Vice

Harriet Denisevicz, the 1 President of **CHICAGO TITLE LAND TRUST COMPANY**, as Successor Trustee to Cole Taylor Bank, trustee under a Trust Agreement dated August 1, 2002, and known as Trust No. 99-8164, who is personally known to me to be the same person whose names are subscribed to the foregoing instrument as such **Assistant Vice** President, appeared before me this day in person and acknowledged that ~~she~~ she signed and delivered said instrument as ~~his~~ her own free and voluntary act and as the free and voluntary act of said trust company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15 day of December, 2010.


Notary Public

My Commission Expires:



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Exhibit A

Premises

Parcel SE-1A-2:

LOT SE-1A IN TECHNY PARCEL SE-1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT SE-1A; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT SE-1A THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST 472.59 FEET; 2) SOUTH 81 DEGREES 06 MINUTES 17 SECONDS WEST 275.77 FEET; 3) SOUTH 01 DEGREES 07 MINUTES 13 SECONDS WEST 510.84 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, A DISTANCE OF 748.85 FEET TO THE WEST LINE OF SAID LOT SE-1A; THENCE NORTHERLY AND EASTERLY ALONG SAID WEST LINE OF LOT SE-1A, SAID LINE ALSO BEING THE EASTERLY LINE OF HERETOFORE DEDICATED FOUNDERS DRIVE AND SOUTHERLY LINE OF HERETOFORE DEDICATED KAMP DRIVE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) NORTH 01 DEGREES 18 MINUTES 05 SECONDS EAST 289.90 FEET TO A POINT OF CURVATURE; 2) NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 650.00 FEET, HAVING A CHORD BEARING OF NORTH 04 DEGREES 13 MINUTES 34 SECONDS WEST, 125.42 FEET TO A POINT OF REVERSE CURVATURE; 3) NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 14 MINUTES 57 SECONDS EAST, 122.18 FEET TO A POINT OF TANGENCY; 4) NORTH 60 DEGREES 15 MINUTES 06 SECONDS EAST 864.22 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

Parcel SE-1A-X:

LOT 12 (EXCEPT THAT PART LYING SOUTH OF THE LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 SECTION 23) IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED ON OCTOBER 11, 1876 IN BOOK 11 OF PLATS, PAGE 70 AS DOCUMENT NUMBER 106454 (EXCEPTING THEREFROM ALL THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS BY DEED RECORDED AS DOCUMENT 21157212 TAKEN FOR ROAD PURPOSES), IN COOK COUNTY, ILLINOIS.

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EXCLUDING FROM PARCELS SE-1A-2 AND SE-1A-X AS SET FORTH ABOVE THE FOLLOWING DESCRIBED PARCEL:¹

THAT PART OF LOT SE-1A IN THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL SE-1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, AND PART OF THE NORTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHEAST QUARTER OF SECTION 23, ALL IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 2000 AS DOCUMENT NUMBER 0001007540 AND PART OF LOT 12 IN THE COUNTY CLERKS DIVISION OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106454 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT SE-1A; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID LOT SE-1A, A DISTANCE OF 28.95 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 55 SECONDS EAST ALONG A LINE 20 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT SE-1A, A DISTANCE OF 1632.56 FEET TO THE WEST LINE OF LOT 12 IN SAID COUNTY CLERKS DIVISION OF SECTION 23; THENCE SOUTH 88 DEGREES 39 MINUTES 06 SECONDS EAST 114.44 FEET; THENCE NORTH 86 DEGREES 35 MINUTES 05 SECONDS EAST 60.21 FEET; THENCE NORTH 41 DEGREES 28 MINUTES 32 SECONDS EAST 53.50 FEET; THENCE NORTH 01 DEGREES 35 MINUTES 56 SECONDS EAST 57.22 FEET; THENCE NORTH 03 DEGREES 24 MINUTES 51 SECONDS WEST 237.71 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 727.10 FEET, HAVING A CHORD BEARING OF NORTH 16 DEGREES 34 MINUTES 52 SECONDS WEST, 334.19 FEET TO A POINT OF TANGENCY; THENCE NORTH 29 DEGREES 44 MINUTES 54 SECONDS WEST 698.15 FEET TO THE SOUTH LINE OF LOT 28 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106463, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 44 MINUTES 41 SECONDS EAST ALONG SAID SOUTH LINE 55.40 FEET TO THE EAST LINE OF LOT SE-1A; THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT SE-1A THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1) SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST 270.59 FEET; 2) SOUTH 60 DEGREES 21 MINUTES 10 SECONDS WEST 24.72 FEET; 3) SOUTH 29 DEGREES 38 MINUTES 50 SECONDS EAST 382.00 FEET; 4) SOUTH 23 DEGREES 22 MINUTES 11 SECONDS EAST 188.45 FEET; 5) SOUTH 12 DEGREES 11 MINUTES 13 SECONDS EAST 149.20 FEET; 6) SOUTH 03 DEGREES 28 MINUTES 58 SECONDS EAST 2.28 FEET; THENCE CONTINUING SOUTH 03 DEGREES 28 MINUTES 58 SECONDS EAST 352.55 FEET; THENCE SOUTH 43

¹ Being the same parcel as was conveyed to the People of the State of Illinois, Department of Transportation by that certain Trustee's Deed dated May 10, 2004, which was recorded on October 10, 2004 as Document No. 0428849048 in the Office of the Recorder of Cook County, Illinois.

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DEGREES 51 MINUTES 14 SECONDS WEST 42.27 FEET; THENCE NORTH 88 DEGREE 39 MINUTES 06 SECONDS WEST 212.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT SE-1A; THENCE NORTH 88 DEGREES 41 MINUTES 55 SECONDS WEST 1611.66 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs:

Addresses for Willow Festival Tax Parcel Numbers				
04-23-108-002-0000	1092 Willow Road	Northbrook	Illinois	60065
04-23-108-003-0000	1018 Willow Road	Northbrook	Illinois	60065
04-23-108-004-0000	1072-1036 Willow Road	Northbrook	Illinois	60065
04-23-108-005-0000	1000 Willow Road	Northbrook	Illinois	60065
04-23-108-006-0000	936 Willow Road	Northbrook	Illinois	60065
04-23-108-007-0000	984-888 Willow Road	Northbrook	Illinois	60065
04-23-108-008-0000	840 Willow Road - Common Road Way and Landscaping	Northbrook	Illinois	60065
04-23-200-043-0000	840 Willow Road - Pond on Corner of Willow and Waukegan Roads	Northbrook	Illinois	60065

Address: Approximately 48.1564 acres of land at the northwest corner of Willow and Waukegan Roads in Northbrook, Illinois (47.9088 gross acres in Parcel SE-1A-2 plus 1.9869 gross acres in Parcel SE-1A-X before excluded parcel conveyed to People of the State of Illinois Department of Transportation of 1.7395 acres) being building addresses as noted above

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Exhibit B

Permitted Exceptions

1. ALL ASSESSMENTS AND TAXES FOR THE YEAR 2010 AND ALL SUBSEQUENT YEARS FOR THE COOK COUNTY, ILLINOIS.
2. LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT DATED AS OF DECEMBER 26, 2007 AND RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034 MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, AS MODIFIED FROM TIME TO TIME.
3. SECURITY INTEREST OF ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT DELIVERED OF EVEN DATE HEREWITH.
4. ASSIGNMENT OF LEASES AND RENTS RECORDED JANUARY 10, 2008 AS DOCUMENT NO. 0801033035 MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA, AS MODIFIED FROM TIME TO TIME.
5. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE RECORDED MARCH 14, 2006 AS DOCUMENT 0607306131 MADE BY AND BETWEEN HP WILLOW, LLC AND WHOLE FOODS.

SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033039 SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034.
6. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN THE MEMORANDUM OF SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND HIGHLAND PARK CVS, L.L.C. RECORDED MAY 18, 2007 AS DOCUMENT 0713810103 AND AMENDED AND RESTATED MEMORANDUM OF SUB-LEASE RECORDED NOVEMBER 5, 2007 AS DOCUMENT 0730931081.
7. MEMORANDUM OF SUBLEASE, DATED DECEMBER 10, 2007 AND RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741063, MADE BY AND BETWEEN SCP 2007-C27-519 LLC, A DELAWARE LIMITED LIABILITY COMPANY AND HIGHLAND PARK CVS, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED FEBRUARY 6, 2008.

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ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, MADE BY AND BETWEEN HIGHLAND PARK CVS, L. L. C., AN ILLINOIS LIMITED LIABILITY COMPANY AND SCP 2007-C27-519 LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED FEBRUARY 6, 2008 AS DOCUMENT 0803741059.

SUBORDINATION, ATTORNMENT AND NON DISTURBANCE AGREEMENT RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033041 SUBORDINATING THE GROUND SUBLEASE TO THE LEASEHOLD MORTGAGE RECORDED JANUARY 10, 2008 AS DOCUMENT 0801033034.

8. LEASE MADE BY HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND RECREATIONAL EQUIPMENT, INC., A WASHINGTON CORPORATION, DATED MAY 31, 2006, A MEMORANDUM OF WHICH WAS RECORDED JANUARY 23, 2007 AS DOCUMENT 0702333167.
9. MEMORANDUM OF LEASE DATED AS SEPTEMBER 16, 2009, RECORDED FEBRUARY 19, 2010, AS DOCUMENT NO. 1005035079, BY AND BETWEEN WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY (LANDLORD), AND HERE'S WINGS II-NORTHBROOK, LLC AN ILLINOIS LIMITED LIABILITY COMPANY (THE TENANT).
10. MEMORANDUM OF LEASE MADE BY WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY TO ZAPATISTA HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY DATED MAY 1, 2008 AND RECORDED JUNE 10, 2008 AS DOCUMENT NO. 0816233158.

MEMORANDUM OF ASSIGNMENT OF LEASE, MADE BY ZAPATISTA HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND ZAPATISTA NORTHBROOK, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED MAY 13, 2010 AS DOCUMENT 1013310041.

11. LEASE MADE BY HP WILLOW LLC TO AMERICAN CHARTERED BANK, A MEMORANDUM OF WHICH WAS RECORDED MAY 15, 2006 AS DOCUMENT NO. 0613533127.
12. MEMORANDUM OF GROUND SUBLEASE MADE BY AND BETWEEN HP WILLOW, LLC AND LOWE'S HOME CENTERS, INC. RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933160.
13. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK, THE SOCIETY OF THE DIVINE WORD AND RUBLOF INC., RECORDED JULY 7, 1989 AS DOCUMENT NUMBER 89309243.

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FIRST AMENDED AND RESTATED TRANSPORTATION FACILITIES AND PROGRAMS AGREEMENT MADE BY AND BETWEEN THE VILLAGE OF NORTHBROOK AND THE SOCIETY OF THE DIVINE WORD DATED JULY 13, 1999 AND RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067536.

14. DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS DATED JANUARY 21, 2000 BY SOCIETY OF THE DIVINE WORD RECORDED APRIL 13, 2000 AS DOCUMENT 00261797.

AMENDED AND RESTATED DECLARATION AND GRANT OF EASEMENTS FOR PRIVATE DRIVES AND DRIVEWAYS RECORDED SEPTEMBER 19, 2005 AS DOCUMENT 0526227127 AND RE-RECORDED AS DOCUMENT 0526639112 AND THE TERMS AND CONDITIONS SET FORTH THEREIN.

15. TERMS, PROVISIONS AND CONDITIONS OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR THE REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1, WITHIN THE TECHNY PROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNY PROPERTY ASSOCIATION, RECORDED NOVEMBER 12, 1999 AS DOCUMENT NUMBER 09067537.

AMENDED AND RESTATED DECLARATION DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 19, 2005 AS DOCUMENT NUMBER 0526227126.

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION ESTABLISHING COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RIGHTS FOR REAL ESTATE PARCELS NC-1, EC-1, EC-2, AND SE-1 WITHIN THE TECHNY PROPERTY, NORTHBROOK, ILLINOIS, AND PROVIDING FOR THE TECHNY PROPERTY ASSOCIATION RECORDED NOVEMBER 30, 2010 AS DOCUMENT 1033434050.

16. MATTERS SET FORTH IN THE PLAT RECORDED/FILED AS DOCUMENT NO. 0001007540.
17. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION AND AMERITECH-ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0010791546.
18. STORM WATER DRAINAGE EASEMENT AGREEMENT BETWEEN COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8163 DATED

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NOVEMBER 11, 2000 AND COLE TAYLOR BANK AS TRUSTEE UNDER TRUST NUMBER 99-8164 DATED AUGUST 1, 2002 DATED NOVEMBER 4, 2002 AND RECORDED NOVEMBER, 2002 AS DOCUMENT NUMBER 0021236726.

19. LANDSCAPE BUFFER EASEMENT AGREEMENT DATED SEPTEMBER 15, 2005 AND RECORDED SEPTEMBER 30, 2005 AS DOCUMENT 0527312185.

20. ANNEXATION AGREEMENT DATED DECEMBER 15, 1988 AND RECORDED DECEMBER 16, 1988 AS DOCUMENT 88581079 MADE BY AND BETWEEN SOCIETY OF THE DIVINE WORD, A NOT-FOR-PROFIT CORPORATION ILLINOIS AND VILLAGE OF NORTHBROOK.

FIRST AMENDMENT RECORDED MARCH 27, 1991 AS DOCUMENT 91137573.

SECOND AMENDMENT RECORDED NOVEMBER 10, 1993 AS DOCUMENT 93916442.

THIRD AMENDMENT RECORDED NOVEMBER 12, 1999 AS DOCUMENT 09067534.

FOURTH AMENDMENT RECORDED AS DOCUMENT 0515103085

FIFTH AMENDMENT RECORDED AUGUST 18, 2005 AS DOCUMENT 0523032093.

SIXTH AMENDMENT RECORDED MARCH 8, 2006 AS DOCUMENT 0606718036.

SEVENTH AMENDMENT RECORDED SEPTEMBER 12, 2006 AS DOCUMENT 0634939087.

EIGHTH AMENDMENT RECORDED MAY 11, 2010 AS DOCUMENT 1013118071 AND RE-RECORDED JUNE 7, 2010 AS DOCUMENT 1015816050.

TRANSFEEE ASSUMPTION AND SUCCESSOR AGREEMENT BY, BETWEEN AND AMONG SOCIETY OF THE DIVINE WORD, DIVINE WORD TECHNICAL COMMUNITY CORPORATION, HP WILLOW LLC AND THE VILLAGE OF NORTHBROOK RECORDED DECEMBER 21, 2007 AS DOCUMENT 0735560028.

21. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE INSTRUMENT RECORDED SEPTEMBER 26, 2006 AS DOCUMENT 0626933161.

22. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN GRANT OF EASEMENTS RECORDED JANUARY 3, 2007 AS DOCUMENT 0700322101, MADE BY CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, D/B/A NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS.

23. EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY DOING BUSINESS AS AT&T ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS

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AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 0708733174.

TERMS, PROVISIONS AND CONDITIONS CONTAINED IN VACATION OF EASEMENTS AND GRANT OF REPLACEMENT EASEMENTS RECORDED AUGUST 14, 2007 AS DOCUMENT 0722635257, IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, AN ILLINOIS CORPORATION, ITS SUCCESSORS AND ASSIGNS.

24. LAWN SPRINKLER APPLICATION PERMIT AND RELEASE AGREEMENT RECORDED MAY 11, 2007 AS DOCUMENT 0713150088 BY THE VILLAGE OF NORTHBROOK.
25. NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN DIVINE WORD TECHNOLOGY CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION AND HIGHLAND PARK CVS, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED 0713810105.
26. TERMS AND CONDITIONS CONTAINED IN THE STORM WATER EASEMENT AGREEMENT BY AND AMONG CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114332, CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 31, 2006 AND KNOWN AS TRUST NUMBER 1114333, FCL FOUNDERS DRIVE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-8164 AND HP WILLOW LLC, AN ILLINOIS LIMITED LIABILITY COMPANY RECORDED AUGUST 7, 2007 AS DOCUMENT 0721942003.
27. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
28. WATER MAIN EASEMENT IN FAVOR OF THE VILLAGE OF NORTHBROOK, AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE WATER MAIN EASEMENT AGREEMENT AND VACATION OF PRIOR EASEMENT DOCUMENT RECORDED DECEMBER 21, 2007 AS DOCUMENT NO. 0735560027.

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- 29. TERMS AND CONDITIONS OF THE LAWN SPRINKLER APPLICATION/PERMIT AND RELEASE MADE BY VILLAGE OF NORTHBROOK DEVELOPMENT DEPARTMENT RECORDED JUNE 9, 2010 AS DOCUMENT 1016056002.

- 30. EASEMENT AGREEMENT FOR ACCESS, WATER LINE, STORM SEWER LINE, AND SIGNS AND LICENSE TO USE NAME DATED OF EVEN DATE HEREWITH.

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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