

# UNOFFICIAL COPY



Doc#: 1521245074 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/31/2015 03:02 PM Pg: 1 of 8

PREPARED BY AND AFTER  
RECORDING RETURN TO:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019-6099  
Attn: Cindy Yellen, Esq.

## 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 Date shown below, (a) LT Propco LLC, a Delaware limited liability company ("**Assignor**"), hereby sells, assigns, transfers and conveys to LT Northbrook Leasehold LLC, a Delaware limited liability company ("**Assignee**"), and its successors and assigns all of Assignor's right, title and interest in and to that certain lease agreement with respect to the real property described on Exhibit A hereto, 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, and conveyance, assumes the obligations of Assignor under the Lease and 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 Date. Assignee agrees to indemnify and hold Assignor harmless against any and all losses, costs and expenses (including reasonable attorneys' fees) and liabilities incurred by Assignor in connection with or arising in any manner from Assignee's non-performance of the obligations under the Lease assumed by Assignee hereby from and after the Effective Date.

The assignment hereunder is made without any representations or warranties, express or implied, except as may be expressly set forth in that certain Contribution and Subscription Agreement, dated as of February 25, 2015, by and among Assignor and the other parties thereto (the "**Contribution Agreement**") and subject to the terms of the Contribution Agreement.

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 instrument and (b) shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

Effective Date: July 22, 2015.

NCF 731624 JUL 14  
1 of 5

RECORDED

124

124

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Lease Assignment and Assumption Agreement as of the date first written above.

**ASSIGNOR:**

LT Propco LLC,  
a Delaware limited liability company

By: Mindy Novack  
Name: MINDY NOVACK  
Title: Vice President, Real Estate Legal

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) §§

On the 13<sup>th</sup> day of JULY, in the year 2015, before me, the undersigned, personally appeared MINDY NOVACK, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person or the entity upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.



Davis  
Notary Public

Name: \_\_\_\_\_

Date Commission Expires: \_\_\_\_\_

**WILBERT DAVIS**  
Notary Public, State of New York  
No. 01DA611686  
Qualified in Dutchess County  
Certificate Filed in New York County  
Commission Expires Aug. 10, 2018

Future Tax Mailing:  
LT Northbrook Leasehold LLC  
11111 Santa Monica Blvd  
800 930  
Los Angeles, CA 90025

REAL ESTATE TRANSFER TAX		31-Jul-2015
	COUNTY:	14,140.25
	ILLINOIS:	28,280.50
	<b>TOTAL:</b>	<b>42,420.75</b>

04-03-200-007-0000 | 20150601601767 | 0-725-121-920



**UNOFFICIAL COPY**

Site Name

Northbrook Court II

**EXHIBIT A  
LEGAL DESCRIPTION**

PARCEL 1 - LEASEHOLD:

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

COMMENCING AT THE NORTH EAST CORNER OF THE NORTH EAST QUARTER OF SECTION 3, AFORESAID; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF THE NORTH EAST QUARTER OF SECTION 3 AFORESAID, 155.85 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 NORTH EAST QUARTER OF SECTION 3 AFORESAID THROUGH A POINT IN SAID NORTH LINE MEASURED WEST ALONG SAID NORTH LINE FROM THE NORTH EAST CORNER OF SAID NORTH EAST 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 "144.29 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 NORTH EASTERLY, HAVING A RADIUS OF 325.0 FEET AND WHICH IS TANGENT TO A LINE 25.0 FEET NORTH EASTERLY (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 NORTH EASTERLY 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" (AS MEASURED ALONG SAID NORTH LINE) OF THE NORTH EAST 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 NORTH WESTERLY 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

**UNOFFICIAL COPY**

Site Name

Northbrook Court IL

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 SOUTH WESTERLY 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.

## PARCEL 2 - LEASEHOLD:

THAT PART OF THE NORTH EAST 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 NORTH EAST QUARTER OF SECTION 3 AFORESAID THROUGH A POINT IN SAID NORTH LINE MEASURED WEST ALONG SAID NORTH LINE FROM THE NORTH EAST CORNER OF SAID NORTH EAST QUARTER OF SECTION 3) COMMENCING AT THE NORTH EAST CORNER OF THE NORTH EAST QUARTER OF SECTION 3 AFORESAID; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST ALONG THE NORTH LINE OF THE NORTH EAST 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 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 RECORDERS 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.

## PARCEL 3 - NON-EXCLUSIVE EASEMENT:



**UNOFFICIAL COPY**

Site Name

Northbrook Court IL

NONEXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR THE USE OF THE COMPLETED PORTIONS OF THE COMMON AREA; OPERATION, MAINTENANCE, RECONSTRUCTION AND REPAIR OF THE COMMON AREA; PARKING; ACCESS (EXCEPT AS TO RING ROAD) ABUTMENT OF MALL AND THE LORD AND TAYLOR BUILDING; UTILITIES, MAINTENANCE, REPAIR OR RECONSTRUCTION OF FACILITIES AND STRUCTURES; CONSTRUCTION, RECONSTRUCTION, ERECTION, AND MAINTENANCE OF FOOTINGS, FOUNDATIONS, SUPPORTS, CANOPIES, ROOF AND BUILDING OVERHANGS, AWNINGS, ALARM BELLS, SIGNS, LIGHTS AND LIGHTING DEVICES AND OTHER SIMILAR APPURTENANCES AS CREATED AND DEFINED BY THAT CERTAIN OPERATING AGREEMENT DATED JUNE 17, 1975 AND RECORDED JUNE 24, 1975 AS DOCUMENT NUMBER 23126333, AND RE-RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23219179, AND RE-RECORDED JANUARY 9, 1976 AS DOCUMENT 23349231, AND FILED NOVEMBER 18, 1975 AS LR 2841284, AND AS AMENDED BY FIRST AMENDMENT TO OPERATING AGREEMENT EXECUTED FEBRUARY 16, 1976 BY AND AMONG HOMART DEVELOPMENT CO., A DELAWARE CORPORATION, SEARS ROEBUCK AND CO., A NEW YORK CORPORATION, ADCOR REALTY CORPORATION, A CORPORATION OF NEW YORK AND CARTER HAWLEY HALE STORES, INC., A CALIFORNIA CORPORATION, AND RECORDED MARCH 4, 1976 AS DOCUMENT 23406570, AND FILED APRIL 2, 1976 AS LR 2862028, WHICH AMENDMENT WAS CORRECTED BY AN INSTRUMENT EXECUTED BY THE ABOVE PARTIES APRIL 5, 1976 AND RECORDED MAY 7, 1976 AS DOCUMENT 23477882, AND RE-RECORDED MAY 20, 1976 AS DOCUMENT 23492076, AND FILED MAY 20, 1976 AS LR 2870558, BY AND AMONG ADCOR REALTY CORPORATION, SEARS ROEBUCK AND CO., HOMART DEVELOPMENT CO., AND CARTER HAWLEY HALE STORES, INC. IN, OVER, UPON AND UNDER THE SHOPPING CENTER SITE AS SHOWN IN THE PLAT ATTACHED TO THE AFORESAID OPERATING AGREEMENT (EXCEPT AS TO THAT PART FALLING IN PARCEL 1), IN COOK COUNTY, ILLINOIS.

AND AS AMENDED BY "SECOND AMENDMENT TO OPERATING AGREEMENT" BY AND AMONG THE FOREGOING PARTIES AND FEDERATED DEPARTMENT STORES, INC., DATED AUGUST 30, 1978 AND RECORDED AUGUST 30, 1978 AS DOCUMENT NO. 24607414, AND FILED AUGUST 30, 1978 AS LR 3043161, AND BY "SUPPLEMENT TO SECOND AMENDMENT TO OPERATING AGREEMENT" DATED AUGUST 30, 1978 AND RECORDED ON AUGUST 30, 1978 AS DOCUMENT NO. 24607415, AND FILED ON AUGUST 30, 1978 AS LR 3043162, AND FURTHER AMENDED BY "THIRD AMENDMENT TO OPERATING AGREEMENT" BY AND AMONG THE FOREGOING PARTIES BUT SUBSTITUTING J.C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION FOR SEARS ROEBUCK AND COMPANY, A NEW YORK CORPORATION DATED AS OF NOVEMBER 2, 1983 AND RECORDED JANUARY 26, 1984 AS DOCUMENT 26945586, AND FILED JANUARY 25, 1984 AS DOCUMENT LR3352289, AND AS AMENDED BY DOCUMENT RECORDED NOVEMBER 3, 1998 AS DOCUMENT 98991035, AND RE-RECORDED AUGUST 11, 2000 AS DOCUMENT 00614560, AND RE-RECORDED AUGUST 23, 2000 AS DOCUMENT 00650815.

PIN: 04-03-200-007-0000

Address: 1455 Lake Cook Road, Northbrook, IL

60062

# UNOFFICIAL COPY

Exhibit A

[See attached.]



Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## Exhibit B

### List of Lease Documents

1. Lease dated June 17, 1975 by and between Homart Development Co. and Adcor Realty Corporation, recorded as Document 23126332 and re-recorded as Document 23219178, both at the Office of the Recorder of Deeds of Cook County, Illinois.
2. First Amendment to Lease dated February 16, 1976 by and between Homart Development Co. and Adcor Realty Corporation, recorded as Document 23413806 and re-recorded as Document 23557537, both at the Office of the Recorder of Deeds of Cook County, Illinois.
3. Agreement dated August 14, 1978 by and between Homart Development Co. and Adcor Realty Corporation, recorded as Document 24608038 at the Office of the Recorder of Deeds of Cook County, Illinois.
4. Lease Assignment and Assumption Agreement from Federated Retail Holdings, Inc., f/k/a The May Department Stores Company, successor by merger to Associated Dry Goods Corporation, to LT Propco LLC, recorded as Document 0628645015 at the Office of the Recorder of Deeds of Cook County, Illinois.
5. Second Amendment to Lease dated October 7, 2011 by and between Westcoast Estates and LT Propco LLC (unrecorded).