



Doc# 1815619108 Fee \$46.00

Prepared by and return to:

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Chicago, Illinois 60606-6448
Attn: Alvin L. Kruse

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/05/2018 02:26 PM PG: 1 OF 5

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

This Assignment and Assumption of Declarant Rights ("**Assignment**") is entered into as of this 4th day of June, 2018 between **2 W DELAWARE RETAIL, LLC**, a Delaware limited liability company ("**Assignor**") and **REDDEN'S SWITCHBACK LLC**, an Illinois limited liability company ("**Assignee**").

RECITALS

A. Assignor, as seller, and Newcastle Acquisition Company, LLC, as buyer, entered into that certain Agreement of Purchase and Sale dated as of April 18, 2018, as amended by that certain First Amendment to Agreement of Purchase and Sale dated as of May 18, 2018, and as assigned to Assignee pursuant to that certain Assignment and Assumption of Agreement of Purchase and Sale dated as of May 25, 2018 (as amended and assigned, the "**Agreement**"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to acquire from Assignor, among other things, Assignor's interest in the property legally described on **Exhibit A** attached hereto (the "**Property**").

B. Assignor, upon its acquiring the Property, also acquired the rights of the "Commercial Declarant" (the "**Commercial Declarant Rights**") under that certain Declaration of Covenants, Conditions, Restrictions and Easements: Reciprocal Easement Agreement dated as of May __, 2010, recorded with the Cook County Recorder of Deeds on May 27, 2010 as Document No. 1014716028 ("**Walton South REA**").

For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor, as holder of the Commercial Declarant Rights under the Walton South REA, hereby sells, assigns, transfers, and sets over unto Assignee, all right, title and interest of Assignor in the Commercial Declarant Rights under the Walton South REA.

2. Assignee hereby assumes all obligations of Assignor as to the Commercial Declarant Rights under the Walton South REA arising or accruing from and after the date hereof.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

4. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. In any action or proceeding involving this Assignment or the contents hereof, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees.

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6. This Assignment may be signed in any number of counterparts and all such counterparts when taken together of which shall constitute one and the same instrument.

7. Except as expressly set forth in the Agreement, it is hereby acknowledged that Assignor makes no representation or warranty of any kind or nature relative to the Commercial Declarant Rights being assigned hereunder, including, without limitation, any representation or warranty regarding Assignor's title or other interest therein or Assignor's right to assign or transfer the same. Without limitation of any representations or warranties expressly set forth in the Agreement, this Assignment constitutes a quitclaim assignment only, and is intended to assign and transfer only such rights which Assignor may have, if any, with respect to the Commercial Declarant Rights. In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control. Without limitation of the foregoing, all limitations on liability expressly set forth in the Agreement shall apply to this Assignment and the liabilities of the parties hereunder.

[Remainder of this page is intentionally left blank]

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

ASSIGNOR:

2 W DELAWARE RETAIL, LLC, a Delaware limited liability company

By: [Signature]
Name: Michael Shertelman
Title: Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

This instrument was signed and acknowledged before me this ____ day of June, 2018, by Michael Shertelman Vice President of **2 W DELAWARE RETAIL, LLC**, a Delaware limited liability company, on behalf of said limited liability company. Such person is personally known to me or produced _____ as identification.

(SEAL)

[Signature]
Notary Public in and for State of FLORIDA
RITA M. JONES
Print name of notary

My Commission Expires: _____



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ASSIGNEE:

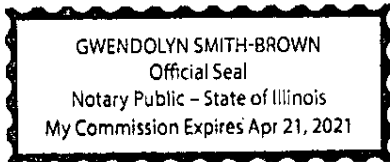
REDDEN'S SWITCHBACK LLC, an Illinois limited liability company

By: *Peter S. Tortorello*
Peter Tortorello
Senior Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

This instrument was signed and acknowledged before me this 1st day of June, 2018, by Peter Tortorello, Senior Vice President of **REDDEN'S SWITCHBACK LLC**, an Illinois limited liability company, on behalf of said limited liability company.

(SEAL)



Gwendolyn Smith-Brown
Notary Public in and for State of Illinois

Gwendolyn Smith-Brown
Print name of notary

My Commission Expires: 4-21-21

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 2 IN WALTON ON THE PARK SOUTH SUBDIVISION RECORDED JULY 27, 2010 AS DOCUMENT NUMBER 1020834063, A RESUBDIVISION OF LOT 5 OF WALTON ON THE PARK SUBDIVISION, RECORDED SEPTEMBER 10, 2008 AS DOCUMENT NO. 0825418053, IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4 AND IN THE SOUTH FRACTIONAL 1/2 OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: a portion of the first floor of 2 West Delaware Place, Chicago, Illinois

P.I.N.: 17-04-475-033-0000

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