

Prepared by and after
Recording return to:

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114
Attn: Kelly Dees Noll



Doc# 1826734096 Fee \$46.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2018 04:07 PM PG: 1 OF 5

Assignment of Agreements

THIS ASSIGNMENT OF AGREEMENTS (this "Assignment") is made and entered into as of this 21st day of September, 2018 (the "Effective Date"), by BRE DDR BR HILLSIDE IL LLC, a Delaware limited liability company ("Assignor"), and SVAP III HILLSIDE TOWN CENTER, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the conveyance by Assignor to Assignee of all that real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"), and the mutual covenants herein contained, the receipt and sufficiency of the foregoing consideration being hereby acknowledged by the parties hereto, Assignor hereby transfers, grants, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to those certain reciprocal easement agreements, operating agreements and other similar agreements affecting the use and operation of the Property, which agreements are described on Exhibit B attached hereto and made a part hereof (collectively, the "REA Agreements").

1. Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the REA Agreements which arise on and after the Effective Date and are to be observed, performed and fulfilled by Assignor on and after the Effective Date, in the same manner and to the same extent as if Assignee were originally named therein.

2. This Assignment shall inure to the benefit of, and be binding upon, the legal representatives, successors, and assigns of the parties hereto. This Assignment shall be governed by, and construed under, the laws of the State of where the Property is located.

3. The parties hereto agree that this Assignment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute a fully-executed and binding original instrument.

[Signatures Appear on Following Page]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal the day and year first above written.

ASSIGNOR:

Signed, sealed and delivered

BRE DDR BR HILLSIDE IL LLC,

in the presence of:

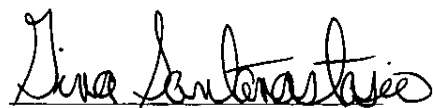
a Delaware limited liability company


Unofficial Witness

By: 

Print: Phillip Solomond

Title: Vice President



Notary Public

[CORPORATE SEAL]

My Commission Expires: 10/15/2019

[Notarial Seal]

GINA SANTANASTASIO
Notary Public, State of New York
No. 01SA8175572
Qualified in Westchester County
Commission Expires Oct. 15, 2019
9/6/2018

(Assignor Signature Page to Hillside REA Assignment)

UNOFFICIAL COPY

ASSIGNEE:

Signed, sealed and delivered
in the presence of:

Jana Craft
Unofficial Witness

SVAP III HILLSIDE TOWN CENTER, LLC,
a Delaware limited liability company

By: Sterling Value Add Investments III, LLC,
a Delaware limited liability company,
its sole Member

By: SVAP III GP, LLC,
a Delaware limited liability company,
its Manager



By: [Signature]
Name: **Greg Moross**
Title: **Vice President**

Property of Cook County Clerk's Office

STATE OF FLORIDA)

) SS:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, this 17th day of September, 2018, by Greg Moross, as Vice President of SVAP III GP, LLC, a Delaware limited liability company, the Manager of Sterling Value Add Investments III, LLC, a Delaware limited liability company, the sole Member of SVAP III HILLSIDE TOWN CENTER, LLC, a Delaware limited liability company, who is personally known to me or has produced a _____ as identification, and took an oath.



Nina D. Finn
COMMISSION #FF898420
EXPIRES: July 12, 2019
WWW.AARONNOTARY.COM

[Signature]
Print or Stamp Name: Nina D. Finn
Notary Public, State of Florida
Commission No.: FF898420
My Commission Expires: 7/12/2019

(Assignee Signature Page to Hillside REA Assignment)

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

TRACT 1:

LOTS 2, 3, 5 AND 7 IN METRO COMMONS, BEING A SUBDIVISION OF PART OF THE SE 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 2:

LOTS 8, 9 AND 10 IN METRO COMMONS RESUBDIVISION, BEING A RESUBDIVISION OF ALL OF LOTS 8 AND 10 AND PART OF LOT 9 IN METRO COMMONS, A SUBDIVISION OF PART OF THE SE 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, PARKING, UTILITIES AND SIGN EASEMENTS GRANTED IN OPERATION AND EASEMENT AGREEMENT DATED DECEMBER 21, 2007, BETWEEN TARGET CORPORATION AND HARRIS, N.A., AS TRUSTEE WITH A DATED DECEMBER 1, 2001 AND KNOWN AS TRUST NUMBER HTB-1026, FOR HILLSIDE TOWN CENTER, RECORDED JANUARY 2, 2008 AS DOCUMENT NO. 0800213028, COOK COUNTY RECORDER OF DEEDS.

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EXHIBIT B

REA AGREEMENTS

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN THE OPERATION AND EASEMENT AGREEMENT BETWEEN TARGET CORPORATION AND HARRIS N.A., AS TRUSTEE U/T/A DATED DECEMBER 1, 2001 AND KNOWN AS TRUST NUMBER HTB-1026 FOR HILLSIDE TOWN CENTER RECORDED JANUARY 2, 2008 AS DOCUMENT 0800213028.

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