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Doc# 2124315001 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/31/2021 10:23 AM PG: 1 OF 6

Prepared By:

Diamond & Kaplan, P.A.
Alexandra Gioseffi, Esq.
302 Datura Street, Suite 300
West Palm Beach, FL 33401

Upon Recording, Please Return to:

HCP RRF Hillside LLC
c/o The Hutensky Group, LLC
100 Constitution Plaza, 7th Floor
Hartford, CT 06103

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this "Assignment") is entered into as of August 26, 2021 ("Effective Date") by and between SVAP III Hillside Town Center, LLC, a Delaware limited liability company ("Assignor"), and HCP RRF Hillside LLC, a Delaware limited liability company ("Assignee").

WITNESETH:

Whereas, Assignor, as seller, and Hutensky Capital Partners RRI LLC, a Delaware limited liability company, as buyer and predecessor in interest to Assignee, have entered into that certain Purchase and Sale Agreement, dated as of July 8, 2021 (as the same may have been amended, modified and/or supplemented from time to time, the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the conveyance by Assignor to Assignee of Assignor's right, title and interest in and to those certain real property interests with respect to the property more particularly described on Exhibit A attached hereto and as more particularly set forth in the Purchase Agreement (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 that certain declaration of operation and easement agreement affecting the use and operation of the Property, which agreement is described on Exhibit B attached hereto and made a part hereof (as amended and/or assigned, the "REA Agreement"), including, but not limited to, Assignor's status as "Approving Party" for the "Developer Tract" (as such terms are defined in the REA Agreement).

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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 Agreement 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 and construed in accordance with the laws of the State where the Property is located, without giving effect to any conflicts of laws provisions thereof.

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.

4. This Assignment may not be modified, altered or amended, or its terms waived, except by an instrument in writing signed by the parties hereto. None of the provisions of this instrument are intended to be, nor shall they be construed to be, for the benefit of any third party.

5. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all claims, demands, actions, causes of action, liabilities, obligations, judgments, costs and expenses arising from or as a result of the failure of Assignee to promptly and completely pay and perform all the obligations, covenants, promises, undertakings, terms and conditions of the REA Agreement arising or accruing on and after the Effective Date. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, liabilities, obligations, judgments, costs and expenses arising from or as a result of the failure of Assignor to promptly and completely pay and perform all of the obligations, covenants, promises, undertakings, terms and conditions of the REA Agreement arising or accruing prior to the Effective Date to the extent of any Assignor indemnification obligations under the Purchaser Agreement, provided that any liability of Assignor under this Assignment shall be limited as set forth in the Purchase Agreement, including, without limitation, **Section 6.1.2**, **Section 11.4**, and **Section 11.6** thereof.

[The remainder of this page is intentionally left blank; signature pages follow.]

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

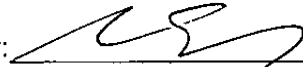
ASSIGNOR:

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

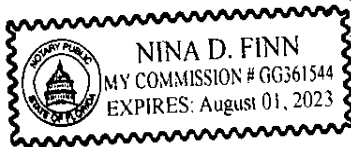
By: SVAP III GP, LLC,
a Delaware limited liability company,
its Manager



By: 
Name: Greg Moross
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of August, 2021, 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, on behalf of such entities, and such person is personally known to me or has produced a _____ as identification.



Notary Public

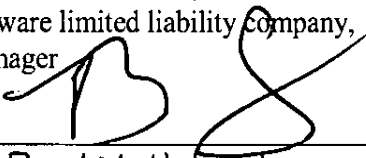
(Assignor's Signature Page to REA Assignment)

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ASSIGNEE:

HCP RRF HILLSIDE LLC,
a Delaware limited liability company

By: HCP RRF GP LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Brad M. Hutensky
Title: Authorized Signatory

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

I, Sandra Nunan Palace, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Brad M. Hutensky, personally known to me to be the Authorized Signatory of HCP RRF GP LLC, the Manager of HCP RRF HILLSIDE LLC, a Delaware limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Authorized Signatory, he signed and delivered the said Instrument of writing for said limited liability company as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of August 2021.

Sandra Nunan Palace

Notary Public

My Commission Expires: 09.30.23



SANDRA NUNAN PALACE
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2023

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EXHIBIT A TO REA ASSIGNMENT

LEGAL DESCRIPTION OF PROPERTY

TRACT 1:

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

TRACT 2:

LOTS 8 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 SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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EXHIBIT B TO REA ASSIGNMENT

REA AGREEMENT

- 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, dated December 21, 2007, recorded on January 2, 2008, as Document No. 0800213028 in the public records of Cook County, Illinois
- Assignment of Agreements between BRE DDR BR Hillside IL LLC and SVAP III Hillside Town Center, LLC, dated September 21, 2018, recorded on September 24, 2018 as Document No. 1826734096 in the public records of Cook County, Illinois
- Assignment of Agreement (Chase Outparcel) between SVAP III Hillside Town Center, LLC and SVAP III Hillside Town Center TRS, LLC, dated September 27, 2018, recorded September 28, 2018 as Document No. 1827134055 in the public records of Cook County, Illinois
- Assignment of Agreement (Chase Outparcel) between SVAP III Hillside Town Center TRS, LLC and Hillside Real Estate LLC, dated January 7, 2020, recorded January 13, 2020 as Document No. 2001345119 in the public records of Cook County, Illinois
- First Amendment to Operation and Easement Agreement dated April 27, 2021, recorded on April 28, 2021 as Document No. 2111819045 in the public records of Cook County, Illinois