

Return to:
H.B. Title of Florida, Inc.
5100 W. Cypress Rd. Suite 100
Margate, FL 33063-3444
PREPARED BY Harry Binnie

8722 0910

Gwyneth G. Stewart, Esq.
Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made as of the 18th day of September, 1997, by and between BRANDON SHOPPING CENTER PARTNERS, LTD., a Florida limited partnership ("Assignor") in favor of MACY'S PRIMARY REAL ESTATE, INC., a Delaware corporation ("Assignee").

RECITALS

A. J.C. Penney Company, Inc., a Delaware corporation, ("Penney"), Dillard Department Stores, Inc., a Delaware corporation ("Dillard"), and Assignor have heretofore executed and delivered a Construction, Operating and Reciprocal Easement Agreement dated as of May 5, 1994 and recorded May 27, 1994 in the Official Record Book 7408, page 356 et seq. of the Public Records of Hillsborough County, Florida, concerning lands and premises in the shopping center known as "Brandon Town Center" in Hillsborough County, Florida, referred to in such agreement as the "Complete Site," and more particularly described therein (said agreement is hereinafter called the "REA").

B. Assignor, as Landlord, and Burdines, Inc., an Ohio corporation ("Burdines"), as Tenant, entered into that certain "Shopping Center lease" dated November 21, 1991, as amended by the Lease Amendment dated May 5, 1994, between the same parties as above (the "Burdines Lease") for the lease of certain building and improvements constructed on a tract of land containing approximately 9.39 acres within the Developer Site more particularly described in Exhibit A attached hereto (the "Property").

C. Assignor has contemporaneously herewith conveyed to Assignee, and Assignee is the owner of, the Property.

D. Assignor desires to assign certain of its rights and obligations under the REA as to affect the Property and Assignee desires to assume such rights and obligations, subject to certain continuing obligations of Assignor regarding the Common Areas.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual agreements contained herein and other good and valuable consideration to each of the parties hereto paid by the other, receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1997 SEP 22 10:20 AM

0097247927

REA
MRE

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AGREEMENT

1. Assignor hereby sells, assigns, transfers, grants and conveys to Assignee jointly and severally all of its rights, title, obligations and interests in, to and under the REA as such affect the Property with the exception of any rights, grants or reservations of Assignor which are personal in nature to Assignor as the Developer and affect the "Developer Site" (excluding therefrom the Property) which personal rights, grants or reservations include, but are not limited to, the following REA provisions: (i) subsection 5.6; (ii) matters affecting the "Residual Parcels" as set forth in subsections 6.2.1., 6.2.2., 6.3.1. and 6.3.2; and (iii) Article XIV; and subject to paragraph 5 hereof.

For purposes of this Assignment, the term "Developer Site as defined in the REA shall include the Sears Site and exclude the Property.
2. Assignee hereby accepts the foregoing assignment subject to paragraph 5 below and agrees to assume and perform when due, Assignor's obligations under the REA arising on or after the date of this Assignment.
3. Subject to paragraph 5 below, Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, damages, losses, costs and expenses (including reasonable attorneys fees and costs) arising out of or as a result of the REA's assigned obligations hereunder after the date of this Assignment, provided such claims, damages, losses, costs and expenses are not caused by Assignor.
4. Subject to paragraph 5 below, Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, damages, losses, costs and expenses (including reasonable attorneys fees and costs) arising out of or as a result of the REA's assigned obligations hereunder for the period of time prior to the date of this Assignment, provided such claims, damages, losses, costs and expenses are not caused by Assignee.
5. Notwithstanding this Assignment, Assignor and Assignee agree that Assignor shall retain all its obligations as Developer for the Common Areas located on the Property, as such obligations are set forth in the REA, including but not limited to the obligations set forth in Articles VII, IX, X and XIV.
6. Assignee and Assignor acknowledge that they have agreed to the terms of a First Amendment to Construction, Operating and Reciprocal Easement Agreement (the "First Amendment") among J.C. Penney Company, Inc. ("Penney"), Dillard Department Stores, Inc. ("Dillard"), Brandon Shopping Center Partners, Ltd. and Macy's Primary Real Estate, Inc. in the form attached hereto as Exhibit B. Assignee and Assignor further acknowledge that Penney and Dillard have not yet agreed to the terms of the First Amendment. Assignee and Assignor agree to use all commercially reasonable efforts to obtain consents of Penney and Dillard to the First Amendment, and to

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negotiate in good faith any revisions thereto requested by Penney or Dillard. Until such time as the First Amendment is executed by all parties thereto and placed of record in the Public Records of Hillsborough County, Florida, Assignee and Assignor agree that, as between them, in addition to the terms of this Assignment, the terms of the REA as amended by the First Amendment, shall govern as if the First Amendment were fully executed and delivered. Upon the date the First Amendment is so recorded, this Assignment shall automatically terminate and be of no further force and effect.

7. This Assignment shall be:
 - (a) binding upon the parties hereto and their respective successors and assigns; and
 - (b) governed and construed in accordance with the laws of the State of Florida.
8. All capitalized terms used herein but not defined herein shall have the meaning given them in the REA.
9. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date shown above.

BRANDON SHOPPING CENTER PARTNERS, LTD.,
a Florida limited partnership

By: USC Subsidiary, Inc.,
a Delaware corporation,
its sole general partner
(successor-in-interest to
Brandon Development Partnership)

By: Michael Hilborn
Michael Hilborn, Sr. Vice President

(Corporate Seal)

ADDRESS:
900 North Michigan Avenue
Suite 1500
Chicago, Illinois 60611-1575

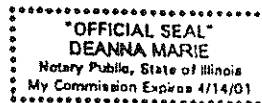
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I hereby certify that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Michael Hilborn, to me know to be the person described as Sr. Vice President of USC Subsidiary, Inc., a Delaware corporation, and who executed the foregoing instrument, and in the name and on behalf of that corporation, affixing the corporate seal of that corporation thereto; and that as such corporate officer he is duly authorized by that corporation to do so; and that the foregoing instrument is the act and deed of that corporation, and is the act of BRANDON SHOPPING CENTER PARTNERS, LTD., a Florida limited partnership, USC Subsidiary, Inc. being the sole general partner in Brandon Shopping Center Partners, Ltd.

Witness my hand and official seal in the County and State last aforesaid, this 16th day of ~~September, 1997~~ September, 1997.

Deanna Marie
Notary Public

My commission expires: 4-14-2001

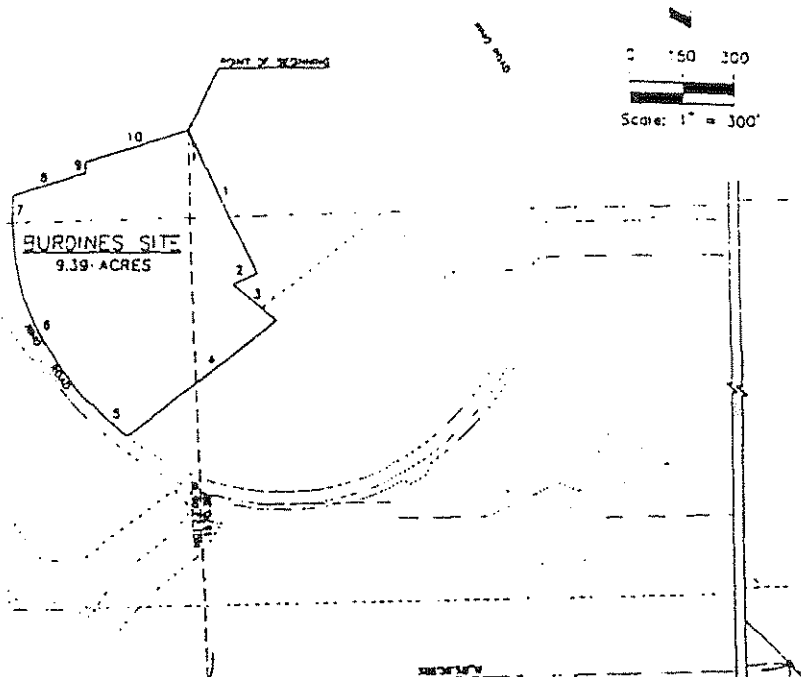


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EXHIBIT A
(Legal Description of the Property, Continued)

**BRANDON TOWN CENTER
BURDINES**

April 19, 1994
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LINE TABLE		
LINE NO.	BEARING	DISTANCE
1	S 25°38'40" E	430.40'
2	S 64°20'20" W	77.21'
3	S 50°18'14" E	160.18'
4	S 32°20'21" W	538.82'
5	N 73°07'23" E	222.98'
6	N 03°07'18" E	30.33'
7	N 73°07'27" E	305.01'

CURVE DATA			
CURVE NO.	RADIUS	ARC	CHORD BAC.
5	1882.30'	113.18'	03°58'07" N 48°37'20" W
6	737.50'	607.43'	45°34'57" N 23°38'48" W
7	6476.77'	72.20'	00°38'18" N 00°42'03" W

SOUTH LINE OF THE N 1/2
OF THE SE 1/4 OF SECTION 28
POINT OF COMMENCEMENT
SE CORNER OF THE N 1/2 OF
THE SE 1/4 OF SECTION 28
TOWNSHIP 28 SOUTH, RANGE 20 EAST

SKETCH NOT A SURVEY		I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY PREPARED UNDER MY DIRECTION AND THAT THIS SKETCH MEETS THE REQUIREMENTS OF THE HIGHEST TECHNICAL STANDARDS FOR SURVEYING PURSUANT TO SECTION 47.01, FLORIDA STATUTES AND CHAPTER 100, FLORIDA ADMINISTRATIVE CODE.	
JOB NUMBER: C107330	DATE: 11-07-94	BY: GARY W. LUTES, PLS 84367	DATE: 11/5/94
CALCULATED BY: G.W. LUTES	DRAWN BY: C. RHODES	NOT VALID UNLESS SIGNED AND DATED WITH SURVEYOR'S SEAL.	
CHECKED BY: G.W. LUTES	APPROVED BY:	Greiner Inc.	

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EXHIBIT A

(Legal Description of the Property)

April 19, 1994

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That part of Section 29, Township 29 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows:

Commencing at the Southeast corner of the North Half of the Southeast Quarter of said Section 29; thence South 88°36'55" West along the south line of the North Half of the Southeast Quarter of said Section 29 a distance of 2341.91 feet; thence North 01°23'05" West a distance of 1570.39 feet to the POINT OF BEGINNING; thence South 25°39'40" East a distance of 450.40 feet; thence South 64°20'20" West a distance of 77.21 feet; thence South 50°19'14" East a distance of 160.19 feet; thence South 52°20'21" West a distance of 539.92 feet to a point of curvature; thence northwesterly along the arc of said curve to the right having a central angle of 03°58'07", a radius of 1662.50 feet, a chord bearing of North 48°57'20" West and an arc distance of 115.16 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having a central angle of 45°56'57", a radius of 757.50 feet, a chord bearing of North 23°59'48" West and an arc distance of 607.49 feet to a point of compound curvature; thence northwesterly along the arc of said curve to the right having angle of 00°38'19", a radius of 6476.77 feet, a chord bearing of North 00°42'03" West and an arc distance of 72.20 feet; thence North 73°07'23" East a distance of 222.96 feet; thence North 03°07'19" East a distance of 30.33 feet; thence North 73°07'27" East a distance of 305.01 feet, more or less to the POINT OF BEGINNING.

The above described parcel contains 409,049.05 square feet or 9.39 acres, more or less.