

WHEN RECORDED, RETURN TO:

**PLAZA AT COUNTRYSIDE, LLC
225 West Washington Street
Indianapolis, Indiana 46204
Attention: Melissa Breeden**

ASSIGNMENT OF OPERATING AGREEMENT

THIS ASSIGNMENT OF OPERATING AGREEMENT ("Assignment") is made and entered into this 20th day of May, 2014, by and between, SIMON PROPERTY GROUP (ILLINOIS), L.P., a Delaware limited partnership, with offices at 225 W. Washington Street, Indianapolis, Indiana 46204 ("Assignor"), and PLAZA AT COUNTRYSIDE, LLC, an Indiana limited liability company, with offices at 225 West Washington Street, Indianapolis, Indiana 46204 ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign, and Assignee desires to acquire the rights and obligations of Assignor (the "Assigned Interest") as a party to the agreement described in Schedule 1 attached hereto (the "Operating Agreement"), which affects certain real property, more particularly described in Schedule 2 attached hereto.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee the Assigned Interest.

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2. Assignee, for itself and its successors and assigns, hereby: (i) accepts the foregoing assignment, (ii) agrees to, and hereby does, assume and agree to keep, pay, perform, observe and discharge all of the terms, covenants, conditions, agreements, provisions and obligations contained in the Operating Agreement to be kept, paid, performed, observed and discharged by Assignor, as owner thereunder and arising or accruing from and after the date hereof and (iii) agrees to, and hereby does, indemnify and hold harmless Assignor from and against all claims, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which may be asserted against, imposed on or incurred by Assignor by reason of Assignee's failure to perform any of its obligations under clause (ii) above.

3. Assignor agrees to, and hereby does, indemnify and hold harmless Assignee from and against any and all claims, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which may be asserted against, imposed on or incurred by Assignee by reason of Assignor's failure to pay, perform, observe or comply with any of the terms, covenants, conditions, agreements, provisions or obligations contained in the Operating Agreement to be kept, paid, performed, observed and discharged by Assignor, as owner thereunder prior to the date hereof.

4. Nothing contained in this Assignment shall constitute or be construed as an assignment by Assignor to Assignee of any claims, rights or causes of action which Assignor may have against any party for charges due and payable under the Operating Agreement and properly allocable to periods prior to the date hereof, it being understood and agreed that Assignor expressly reserves all such claims, rights and cause of action and the right to receive, settle, waive and/or sue to recover all amounts due under such Operating Agreement which are properly allocable to periods prior to the date hereof.

5. This Assignment is made without representation or warranty, express or implied, by Assignor except that Assignor warrant and represent that it is the owner of the Assigned Interest.

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

7. This Assignment may be executed in counterparts, each of which (or any combination of which, signed by all parties) shall be deemed an original, but all of which taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Assignment of Operating Agreement has been executed by Assignor and Assignee as of the day and year first written above.

ASSIGNOR:

SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership

By: CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, its general partner

By: SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, its general partner

By: _____

Name: James M. Barkley

Title: Secretary and General Counsel

James M. Barkley
Cook County Clerk's Office

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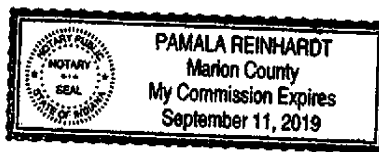
STATE OF INDIANA)
)
SS: COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James M. Barkley, to me personally known as the Secretary and General Counsel of SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner of CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner of SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 20th day of MAY, 2014.

Pamala Reinhardt
Pamala Reinhardt
Notary Public

This instrument prepared by:
Melissa A. Breeden, Esq.
Simon Property Group (Illinois), L.P.
225 W. Washington Street
Indianapolis, Indiana 46204



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ASSIGNEE:

PLAZA AT COUNTRYSIDE, LLC, an Indiana limited liability company

By: WASHINGTON PRIME GROUP, L.P., an Indiana limited partnership, its sole member

By: WASHINGTON PRIME GROUP INC., an Indiana corporation, its general partner

By: _____

Name: James M. Barkley

Title: Vice President and Secretary

Property of Cook County Clerk's Office

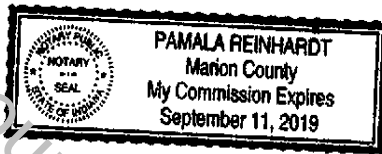
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STATE OF INDIANA)
)
SS: COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James M. Barkley, to me personally known as the Secretary and General Counsel of WASHINGTON PRIME GROUP, INC. an Indiana corporation, general partner of WASHINGTON PRIME GROUP, L.P., an Indiana limited partnership, general partner of PLAZA AT COUNTRYSIDE, LLC an Indiana limited liability company, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal this 20th day of MAY, 2014.

Pamala Reinhardt
Pamala Reinhardt
Notary Public



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Schedule 1 Assignment of Operating Agreement

1. Construction, Operation and Reciprocal Easement Agreement dated December 30, 1976 by and between LaGrange Development Company, an Indiana limited partnership and The May Department Stores Company, a New York corporation, recorded February 24, 1977 as document 23830713, as amended by that First Amendment thereto dated March 10, 1980 and recorded March 13, 1980 as document 25390400, as further amended by that Second Amendment thereto dated November 20, 1985 and recorded January 28, 1986, as document 86037341, and amended further by that Third Amendment thereto dated November 28, 1989 and recorded December 4, 1989 as document 89575692; as assigned by Assignment and Assumption Agreement dated as of December 1, 1993 recorded January 7, 1994 as document 94022301 by and between LaGrange Development Company Limited Partnership, formerly known as LaGrange Development Company, an Indiana limited partnership, and Simon Property Group (Illinois), L.P., an Illinois limited partnership, as further amended by the Fourth Amendment thereto dated June 6, 2003 and recorded July 2, 2003 as document 0318327061; as further amended by that Fifth Amendment thereto dated September 24, 2004 and recorded December 14, 2004 as document 0434915001, as may have been further modified, supplemented, assigned or amended.
2. Construction, Operation and Reciprocal Easement Agreement dated as of August 19, 1988 and recorded August 26, 1988 as document 88390544 by and between LaGrange Development Company, an Indiana limited partnership, and KMart Corporation, a Michigan corporation; and Assignment and Assumption Agreement dated as of December 1, 1993 recorded January 7, 1994 as document 94022301 by and between LaGrange Development Company Limited Partnership, formerly known as LaGrange Development Company, an Indiana limited partnership, and Simon Property Group (Illinois), L.P., an Illinois limited partnership, as may have been further modified, supplemented, assigned or amended.
3. Agreement dated December 11, 1989 and recorded August 21, 1990 as document 90407000 by and between LaGrange Development Company Limited Partnership (f/k/a LaGrange Development Company), an Indiana limited partnership, and KMart Corporation, a Michigan corporation, and Venture Stores, Inc., a Delaware corporation, concerning the Construction, Operation and Reciprocal Easement Agreement recorded as document 23830713 and amendments thereto, and the Construction, Operation and Reciprocal Easement Agreement recorded as document 88390544, as may have been further modified, supplemented, assigned or amended.

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Schedule 2
 Legal Description *Agreement*
 Assignment of Operating ~~Committee~~

Parcel 1:

A part of LaGrange Garden Homes and 59th Street as vacated in the West 1/2 of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West right of way line of LaGrange Road and the North right of way line of 59th Street as vacated; thence due South 80.00 feet along last said West right of way line; thence North 89 degrees, 45 minutes, 22 seconds, West 760.19 feet along the South right of way line of 59th Street as vacated for a place of beginning; thence continuing North 89 degrees, 45 minutes, 22 seconds, West 524.48 feet to the West line of the Northeast 1/4 of the Southwest 1/4 of said Section 16; thence North 00 degrees, 02 minutes, 05 seconds West 40 feet; thence North 89 degrees, 45 minutes, 22 seconds West 2.29 feet to the West line of the East 1,337 feet of the Northwest 1/4 of said Section 16; thence North 00 degrees, 00 minutes, 00 seconds East 611.88 feet to the South line of the North 22 acres of the Southeast 1/4 of the Northwest 1/4 of said Section 16; thence South 89 degrees, 41 minutes, 19 seconds East 542.55 feet along the last said South line; thence South 00 degrees, 17 minutes, 32 seconds West 351.23 feet; thence North 89 degrees, 44 minutes, 56 seconds West 21.62 feet; thence South 00 degrees, 15 minutes, 04 seconds West 62 feet; thence South 89 degrees, 44 minutes, 56 seconds East 9 feet; thence South 00 degrees, 15 minutes, 04 seconds West 238.01 feet to the place of beginning, all in Cook County, Illinois.

Parcel 2:

Non-exclusive easements for the benefit of Parcel 1 for the purposes of ingress and egress; passage of vehicles over the parking areas, driveways, aisles and entryways and service drive; parking of vehicles in the designated parking areas and shown on the site plan; passage of pedestrians in pedestrian walkways, sidewalks and parking areas; the deposit and retention of storm water on the area labeled "retention basin"; the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities; the maintaining of the party walls; and self-help in exercising any right created by the agreement or any right to install, construct, repair, maintain, relocate and remove any and all common area improvements that the developer is required to construct, repair, maintain, relocate and remove under the agreement but fails or refuses to do, as created by grant of easements, contained in Construction, Operation and Reciprocal Easement Agreement dated as of August 19, 1988 and recorded August 26, 1988 as Document Number 88390544 by and between LaGrange Development Company, an Indiana limited partnership, and KMart Corporation, a Michigan corporation; and Assignment and Assumption Agreement dated as of December 1, 1993 recorded January 7, 1994 as Document Number 94022301 by and between LaGrange Development Company Limited Partnership, formerly known as LaGrange Development Company, an Indiana limited partnership and Simon Property Group (Illinois), L.P., an Illinois limited partnership.

Parcel 3:

The North Three-Quarters of Lot 11 (except the East 2 rods of the North 18 rods thereof) in School Trustees Subdivision of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, except therefrom that part dedicated for LaGrange

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Road and 60th Place by Plat of Dedication recorded January 31, 1977 asdocument number 23805144, and excepting therefrom the South One-Half of the right of way of vacated 59th Street lying West of the West line of LaGrange Road and East of the West line of the Northeast Quarter of the Southwest Quarter of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, conveyed by deed recorded July 1, 1987 asdocument number 87360087, in Cook County, Illinois.

Excepting therefrom the following described tract of land:

That part of the North Three-Quarter of Lot 11 in School Trustees Subdivision of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

Beginning at a point, said point being 50.0 feet West of the East line of Lot 11 and 33.0 feet North of the South line of North 3/4 of Lot 11; thence West along a line which is parallel to and 33.0 feet North of the South line of the North 3/4 of Lot 11, bearing North 89 degrees 45 minutes 58 seconds West, a distance of 819.0 feet to a point; thence North along a line parallel with the East line of Lot 11, bearing North 0 degrees 00 minutes 00 seconds East, a distance of 100.0 feet to a point; thence East along a line parallel to the South line of the North 3/4 of Lot 11, bearing South 89 degrees 45 minutes 58 seconds East, a distance of 160.0 feet to a point; thence North along a line perpendicular to the South line of the North 3/4 of Lot 11, bearing North 00 degrees 14 minutes 02 seconds East, a distance of 157 feet to a point; thence West along a line parallel with the South line of the North 3/4 of Lot 11, bearing North 89 degrees 45 minutes 58 seconds West, a distance of 15.0 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing North 0 degrees 00 minutes 00 seconds East, a distance of 631.58 feet to a point; thence East along a line parallel with the South line of the North 3/4 of Lot 11, bearing South 89 degrees 45 minutes 58 seconds East, a distance of 292.56 feet to a point; thence South along a line parallel to the East line of Lot 11, bearing South 0 degrees 00 minutes 00 seconds West, a distance of 218.58 feet to a point; thence East along a line parallel with the South line of the North 3/4 of Lot 11, bearing South 89 degrees 45 minutes 58 seconds East, a distance of 174.0 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing North 0 degrees 00 minutes 00 seconds East, a distance of 38.0 feet to a point; thence East along a line parallel to the South line of the North 3/4 of Lot 11, bearing South 89 degrees 45 minutes 58 seconds East, a distance of 200.0 feet to a point on a line 50.0 feet West of and parallel with the East line of Lot 11; thence South along said line, bearing South 0 degrees 00 minutes 00 seconds West, a distance of 708.0 feet to the point of beginning.

Also excepting therefrom the following described tract of land:

That part of the North Three-Quarters of Lot 11 (except the East 2 rods of the North 18 rods thereof) in School Trustees Subdivision of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, except therefrom that part dedicated for LaGrange Road and 60th Place by Plat of Dedication recorded January 31, 1977 asdocument number 23805144, and excepting therefrom the South One-Half of the right of way of vacated 59th Street lying West of the West line of LaGrange Road and East of the West line of the Northeast Quarter of the Southwest Quarter of Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, conveyed by deed recorded July 1, 1987 asdocument number 87360087, in Cook County, Illinois, described as follows:

Beginning at a point 11.84 feet South and 20.98 feet West of the Northeast corner of the above referenced tract; thence South 00 degrees 00 minutes 00 seconds West 86.00 feet; thence South

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90 degrees 00 minutes 00 seconds West 33 feet; thence South 00 degrees 00 minutes 00 seconds West 9.00 feet; thence South 90 degrees 00 minutes 00 seconds West 32.00 feet; thence North 00 degrees 00 minutes 00 seconds West 61.00 feet; thence North 00 degrees 00 minutes 00 seconds East 86.00 feet; thence North 90 degrees 00 minutes 00 seconds East 126.00 feet to the place of beginning.

Parcel 4:

Non-exclusive easements for the benefit of Parcel 3 for ingress and egress, parking, utilities and construction, reconstruction, erection and maintenance of foundations, footings, supports, canopies, roofs and other overhangs and other similar appurtenances to the above described land, created, defined, limited and granted by the certain Construction, Operation and Reciprocal Easement Agreement dated December 30, 1976 by and between LaGrange Development Company, an Indiana limited partnership, and The May Department Stores Company, a New York corporation, recorded February 24, 1977 as Document Number 23830713 as amended by First Amendment thereto dated March 10, 1980 and recorded March 13, 1980 as Document Number 25290400; as amended by Second Amendment thereto dated November 20, 1985 and recorded January 28, 1986, as Document Number 86037341 and as amended by Third Amendment thereto dated November 28, 1989 recorded December 4, 1989 as Document Number 89575692; and Assignment and Assumption Agreement dated as of December 1, 1993 recorded January 7, 1994 as Document Number 94022301 by and between LaGrange Development Company Limited Partnership, formerly known as LaGrange Development Company, an Indiana limited partnership and Simon Property Group (Illinois), L.P., an Illinois limited partnership; as amended by Fourth Amendment thereto dated June 6, 2003 and recorded July 2, 2003 as Document Number 0318327061; as amended by Fifth Amendment thereto dated September 24, 2004 and recorded December 14, 2004 as Document Number 0434919001.

Parcel Identification Numbers:

18-16-111-012-0000
18-16-301-006-0000
18-16-301-013-0000

Property Address: 59th & LaGrange Road, Chicago, IL 60525