

UNOFFICIAL COPY

0010067971

1757 1227 17 001 Page 1 of 12

2001-01-25 15:10:09

Cook County Recorder 43.50

EXECUTION COPY



0010067971

When recorded return to:

Gemia Jonscher, Esq.
McGuireWoods LLP
77 West Wacker Drive
Chicago, Illinois 60601
(312) 849-3697

990304426 -STG-Tel

ASSIGNMENT OF LEASE

dated as of January 25, 2001

from

LEASE PLAN NORTH AMERICA, INC.,
Assignor

to

LASALLE NATIONAL LEASING CORPORATION,
as Agent, Assignee

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE, dated as of January 25, 2001 (this "Assignment"), made by LEASE PLAN NORTH AMERICA, INC., an Illinois corporation with an address at 135 S. LaSalle Street, Chicago, Illinois 60603 (the "Lessor") to LASALLE NATIONAL LEASING CORPORATION., with an address at One West Pennsylvania Avenue, Suite 1000, Towson, Maryland 21204, in its capacity as agent (in such capacity, the "Agent"), under the Participation Agreement, dated as of December 22, 2000 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Participation Agreement"), among Crate & Barrel Holdings, Inc., a Delaware corporation, (the "Lessee"), Euromarket Designs, Inc. II, an Illinois corporation ("EDI II"), Euromarket Designs, Inc., an Illinois corporation ("EDI I"); EDI I and EDI II are individually referred to as a "Guarantor" and collectively as the "Guarantors"), Lease Plan North America, Inc., as Lessor and as a Participant and LaSalle National Leasing Corporation, as Agent, Arranger and as a Participant (together with Lease Plan North America, Inc. and each of their permitted successors and assigns each a "Participant" and collectively the "Participants").

Preliminary Statement

Pursuant to the Participation Agreement, the Participants have severally agreed to purchase Participation Interests from the Lessor in Advances to be made by the Lessor thereunder in an aggregate amount not to exceed \$34,500,000 upon the terms and subject to the conditions set forth therein.

It is a condition, among others, to the obligation of the Participants to purchase their respective Participation Interests in the Advances under the Participation Agreement that the Lessor shall have executed and delivered, and the Lessee shall have consented to, this Assignment to the Agent for the ratable benefit of the Participants.

In order further to secure payment of all the amounts advanced by the Participants under the Participation Agreement and the other Security Documents, the Lessor and the Agent have agreed to enter into, execute, and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings specified in Appendix 1 to the Participation Agreement; and the rules of interpretation set forth in such Appendix 1 shall apply to this Assignment.

2. Assignment. The Lessor hereby irrevocably assigns, transfers, sets over and conveys to the Agent, all the following described property relating to or arising in connection with the Property (a description of the Land Interest included therein is attached hereto as Exhibit A), whether now owned or held or hereafter acquired, exclusively and without any reservation thereof unto the Agent:

(a) All of the estate, right, title, interest, benefits, powers and privileges of the Lessor, as lessor, under the Lease (including all Lease Supplements and, if applicable, all Equipment Schedules) including, but not by way of limitation, (i) the immediate and continuing right to make claim for, receive, collect and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Lessor under the Lease, or pursuant to any provisions thereof, whether as rent or as the purchase price or termination payment for any interest in the Property or otherwise (including, without limitation, the Residual Value Guarantee Amount, the Purchase Option Price, Asset Termination Value and any sales proceeds payable to the Lessor pursuant to the Lease) (collectively, the "Lease Rents"), including all cash, securities or letters of credit delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder, (ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Lessor in the Property in accordance with the Lease to execute and deliver as irrevocable agent and attorney-in-fact for the Lessor an appropriate instrument necessary to convey the interest of the Lessor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee becomes obligated to purchase the interest of the Lessor in the Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, (iii) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above, (iv) the right to declare the Lease to be in default under Section 17.1 thereof, (v) the right to exercise remedies under or with respect to the Lease, (vi) the right to make all waivers and agreements on behalf of the Lessor under the Lease provided for or permitted under the Lease, (vii) the right to give all notices, consents, releases and other instruments provided under the Lease, (viii) the right to give all notices of default and to take all action upon the happening of a Lease Default or a Lease Event of Default, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Lease, or by law or in equity, (ix) the right to receive all notices sent to the Lessor under the Lease, (x) the Lessor's interest under the Lease in the Lessee's tangible and intangible property used or arising in connection with the Property, including, but not limited to, permits, licenses, contract rights and prepaid expenses, and (xi) the right to do any and all other things whatsoever which the Lessor is or any lessor is, or may be entitled to do under the Lease. The Lessor hereby agrees that any action taken by the Agent (or its designee) pursuant to this Assignment shall be exclusive, and no party relying on such action of the Agent (or such designee) pursuant hereto shall be required to obtain the concurrence or consent of the Lessor to such action or to a request for such action; provided, however, that the Lessor shall retain, and the Lease Rents shall in no event include, the Excepted Payments.

(b) All of the estate, right, title, interest, benefits, powers and privileges of the Lessor to and under all other leases, subleases or licenses of the Property, any license, concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Property or any part thereof for any purpose in return for any payment, or permit the extraction or taking of any gas, oil, water or other minerals from the Property or any part thereof in return for payment of any fee, rent or royalty, now or

hereafter entered into by the Lessor (collectively, the "Other Leases" and, together with the Lease, the "Leases"), together with all estate, rights, title, interest, benefits, powers and privileges of the Lessor, as lessor, under the Other Leases including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Other Leases (collectively, the "Other Lease Rents") and all estate, right, title and interest of the Lessor thereunder, including all cash, securities or letters of credit delivered or deposited thereunder to secure performance by the lessees of their obligations thereunder; provided, however, that the Lessor shall retain, and the Other Lease Rents shall in no event include, the Excepted Payments.

(c) All of the estate, right, title, interest, benefits, powers and privileges of the Lessor to and under all agreements or contracts for the sale or other disposition of all or any part of the Property or guaranteeing the obligations of the Lessor under the Lease, now or hereafter entered into by, or for the benefit of, the Lessor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Lessor under the Contracts including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents and the Other Lease Rents, the "Rents") and all right, title and interest of the Lessor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, however, that the Lessor shall retain, and the Contract Rents shall in no event include, the Excepted Payments.

(d) All of the right, title and interest of the Lessor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of the Lease by the Lessee or a trustee or receiver of the Lessee (or any Other Lease by any lessee thereunder, trustee or receiver of any such lessee) under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or receiver (or by such lessee, trustee or receiver) in respect of the Property or any portion thereof following rejection, repudiation or disaffirmance of the Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee (or such lessee) and all rentals and other charges outstanding under the Lease (or Other Lease) as of the date of entry of such order for relief; provided, however, that the Lessor shall retain all rights with respect to the Excepted Payments.

3. Receipt of Rents. The Lessor hereby irrevocably designates the Agent (or its designee) to receive all payments of the Lease Rents, the Other Lease Rents and the Contract Rents and any other sums payable to the Lessor under the Lease, any Other Lease or any Contract. The Lessor agrees to direct (and hereby directs) the Lessee, any other lessees and any contracting parties to deliver to the Agent (or its designee), at its address set forth herein or at such other address or to such other Person as the Agent shall designate, all such payments and

sums on account of the Rents, and no delivery thereof by the Lessee, such other lessee or such contracting party shall be of any force or effect unless made to the Agent (or its designee), as herein provided. The Lessor and the Agent agree that the Lessee in making such payments to the Agent pursuant to the directions contained in this Assignment and in reliance on such directions shall be fully protected, and the Lessor and the Agent will make no claim on the Lessee to the extent of such payments made in accordance with the directions contained herein.

4. Irrevocability; Supplemental Instruments. The Lessor agrees that this Assignment and the designation and direction to the Lessee set forth in Sections 2 and 3 of this Assignment are irrevocable and that it will not take any action as lessor under the Lease or otherwise which is inconsistent with this Assignment and that any action, assignment, designation or direction inconsistent herewith shall be void. The Lessor will from time to time execute and deliver all instruments of further assurance and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Assignment.

5. Validity. The Lessor represents and warrants (on a continuing basis) and covenants to the Agent that (i) the Lessor has not assigned or executed any assignment of, and will not assign or execute any assignment of the Lessor's interest in the Lease, in any Other Lease, in any Contract, in any Rents or in any other subject matter of this Assignment to anyone other than the Agent and any assignment, designation or direction by the Lessor inconsistent herewith shall be void, and (ii) the Lessor has not done any act or executed any document that impairs the rights of the Agent to the Lease or the Rents under this Assignment.

6. The Lessor Remains Liable. While the assignment made hereby is present, direct and continuing, it has been made for the purpose of providing the Agent with security for the performance of the Lessor's obligations under the Participation Agreement and the execution and delivery hereof shall not impair or diminish in any way the obligations of the Lessor under the Lease or impose any of such obligations on the Agent. This Assignment shall not operate to cause the Agent (or its designee) to be regarded as a mortgagee in possession. Neither the Agent nor its designee shall be responsible or liable for performing any of the obligations of the Lessor under the Lease, any Other Lease or any Contract, for any waste by the Lessee or others, for any dangerous or defective conditions of the Property, for negligence in the management, upkeep, repair or control of the Property or any other act or omission by any other Person. Nothing contained herein shall operate or be construed to (i) obligate the Agent (or its designee) to assume the obligations of the Lessor under the Lease, any Other Lease or any Contract, to perform any of the terms and conditions contained in the Lease, any Other Lease or any Contract or otherwise to impose any obligation upon the Agent with respect to the Lease, any Other Lease or any Contract or (ii) place upon the Agent (or its designee) any responsibility for the operation, control, care, management or repair of the Property or any part thereof. Subject at all times to the terms and conditions of this Assignment, the Lessor will at all times promptly and faithfully perform in all respects, or cause to be performed in all respects, all of its covenants, conditions and agreements contained in the Lease, any Other Lease or any Contract now or hereafter existing on the part of the Lessor to be kept and performed.

7. Amendments; Lessee's Consent. The Lessor will not enter into any agreement subordinating, amending, extending or terminating the Lease without the prior written consent thereto of the Agent, and any such attempted subordination, amendment, modification, extension

or termination without such consent shall be void. If the Lease, any Other Lease or any Contract shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto. The Lessor and the Agent hereby consent to the provisions of Lessee's Consent attached to this Assignment and agree to be bound thereby. Nothing in this Section shall be construed as limiting or otherwise affecting in any way the Lessor's right to receive directly the Excepted Payments.

8. Absolute Assignment. The Lessor has, subject to and in accordance with the terms and conditions of this Assignment, assigned and transferred unto the Agent all of the Lessor's right, title and interest in and to Rents now or hereafter arising from the Lease, any Other Lease or any Contract heretofore or hereafter made or agreed to by the Lessor, it being intended to establish an absolute transfer and assignment, subject to and in accordance with the terms and conditions of this Assignment, of all such Rents, the Lease, the Other Leases and the Contracts to the Agent and not merely to grant a security interest therein. The Agent (or its designee) may in the Lessor's name and stead operate the Property and rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms as the Agent (or its designee) shall, in its discretion, determine. Nothing in this Section shall be construed as limiting or otherwise affecting in any way the Lessor's right to receive directly the Excepted Payments.

9. Ongoing Right to Collect Rents; Receivers. If notwithstanding the terms of this Assignment, a petition or order for sequestration of rents, or the appointment of a receiver or some similar judicial action or order is deemed required under applicable state law to allow the Agent to continue to collect the moneys described in paragraphs 1(a), (b), (c) and (d) of this Assignment, then it is agreed by the Lessor that any proof of claim or similar document filed by the Agent in connection with the breach or rejection of the Lease by the Lessee thereunder or the trustee of any lessee under any federal or state insolvency statute shall for the purpose of perfecting the Agent's rights conferred in said paragraph 1(d) be deemed to constitute action required under such state law. Upon the occurrence and during the continuance of a Lease Event of Default, the Lessor hereby consents to the appointment of a receiver for the Property as a matter of right and without any requirement for notice to the Lessor and without regard to the solvency of the Lessor or to the collateral that may be available for the satisfaction of the obligations under the Participation Agreement and the other Operative Documents.

10. Retained and Shared Rights of the Lessor. Notwithstanding any other provision of this Assignment or any other Operative Document:

(a) The Lessor shall at all times to the exclusion of the Agent retain all rights to Excepted Payments and to demand, collect or commence an action at law to obtain such payments and to enforce any judgment with respect thereto.

(b) The Lessor shall at all times retain the right, but not to the exclusion of the Agent, (A) to receive from the Lessee all notices, certificates and other documents and all information that the Lessee (as Lessee or as Ground Lessor) is permitted or required to give or furnish to the "Lessor" pursuant to the Lease, the Participation Agreement or any other Operative Document, (B) to provide such insurance as the Lessee shall have failed to maintain and (C) subject to the other applicable provisions of the Participation Agreement, to perform for the Lessee under Article XVII of the Lease.

11. Amendment. This Assignment may not be amended or otherwise modified except by a writing signed by the Lessor and the Agent in accordance with the terms of the Participation Agreement, and no agreement amending this Assignment shall be effective with respect to the obligations of the Lessee hereunder except with the written consent of the Lessee.

12. Notices. All notices, demands, requests, consents, approvals and other instruments under this Assignment shall be made in accordance with the notice provisions of the Participation Agreement.

13. Successors and Assigns. All covenants, agreements, representations and warranties in this Assignment by the Lessor and the Agent shall bind, and shall inure to the benefit of and be enforceable by, their respective successors and assigns, whether or not so expressed.

14. Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law of competent jurisdiction to be in violation of any local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interests of the Lessor, the Agent and the Lessee under the remainder of this Assignment shall continue in full force and effect.

15. Governing Law. THIS ASSIGNMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS (EXCLUDING ANY CONFLICT-OF-LAW OR CHOICE-OF-LAW RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE INTERNAL LAWS OF ANY OTHER JURISDICTION) AS TO ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

16. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

17. Conflicts. In the event of any conflicts between the terms and provisions hereof and the terms and provisions of the other Operative Documents, the terms and provisions of the other Operative Documents shall be controlling.

18. Liability Limited. The liability of the Lessor hereunder shall be limited in the manner and to the extent set forth in Section 15.10(a) of the Participation Agreement.

[signature page follows]

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Lessor has caused this Assignment to be duly executed as of the day and year first above written.

LEASE PLAN NORTH AMERICA, INC.

By: Elizabeth R. McClellan
Name: Elizabeth R. McClellan
Title: Vice President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared [Signature] with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of LEASE PLAN NORTH AMERICA, INC., the within named bargainor, a corporation, and that he as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal, at office, on this the 18 day of January, 2001.

[Signature]
Notary Public

My Commission Expires:

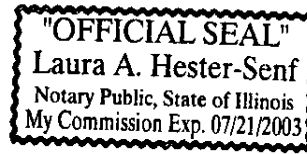


EXHIBIT A - LEGAL DESCRIPTION

04-14-100-032 (AFFECTS PARCEL 1)
 01-15-200-020 (AFFECTS PARCEL 1)

 04-15-200-021 (AFFECTS PARCEL 2)
 04-14-100-033 (AFFECTS PARCEL 2)

LEGAL DESCRIPTION:

PARCEL 1: (NC-1A)

THAT PART OF LOT 1 IN TECHNYPARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNYPARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.01 FEET; THENCE NORTH 55 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 309.27 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 675.06 FEET; THENCE SOUTH 43 DEGREES 42 MINUTES

Continued on next page

CONTINUATION OF EXHIBIT "A"

23 SECONDS WEST 1002.92 FEET; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 197.40 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 480.00 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 59 MINUTES 43 SECONDS WEST, 198.82 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 410.97 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 792.27 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (NC-1B)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.02 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.53 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 984.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 395.58 FEET; THENCE SOUTH 46 DEGREES 28 MINUTES 03 SECONDS WEST 303.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET, HAVING A CHORD BEARING OF SOUTH

Continued on next page

UNOFFICIAL COPY

CONTINUATION OF EXHIBIT "A"

28 DEGREES 25 MINUTES 49 SECONDS WEST, 491.10 FEET, THENCE SOUTH 50 DEGREES 43 MINUTES 28 SECONDS WEST 73.93 FEET, THENCE NORTH 86 DEGREES 15 MINUTES 54 SECONDS WEST 54.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 400 FEET, HAVING A CHORD BEARING OF NORTH 64 DEGREES 41 MINUTES 48 SECONDS WEST, 301.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 176.46 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 1002.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office