



Doc#: 0332342092  
Eugene "Gene" Moore Fee: \$44.00  
Cook County Recorder of Deeds  
Date: 11/19/2003 08:11 AM Pg: 1 of 11

THIS DOCUMENT PREPARED BY,  
AND AFTER RECORDATION, PLEASE  
RETURN TO:

Dennis A. Johnson, Esq.  
Barnes & Thornburg  
11 South Meridian Street  
Indianapolis, Indiana 46204

ASSIGNMENT OF RENTS AND LEASES

(McCook Project)

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter called the "Assignment") made as of this 24<sup>th</sup> day of October, 2003, by SCANNELL PROPERTIES #33, LLC, an Indiana limited liability company having a notice address of 11711 North Pennsylvania Street, Suite 100, Carmel, Indiana 46032 ("Assignor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association having a notice address at 10 West Market Street, 9th Floor, Indianapolis, Indiana 46204 ("Assignee");

WITNESSETH

FOR VALUE RECEIVED, and intending to be legally bound, Assignor hereby grants, sells, assigns, transfers, sets over and delivers unto Assignee, its successors and assigns, hereunder, all right, title and interest of Assignor in and to all the Leases (as hereinafter defined), together with all the Rents (as hereinafter defined) due and to become due to Assignor.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever or for such shorter time as is hereinafter set forth, for the purpose of securing the performance and discharge by Assignor of the Obligations (as hereinafter defined).

Assignor hereby covenants, promises and agrees as follows:

1. As used in this Assignment, the following terms shall have the meanings indicated, unless the context otherwise requires:

a. "Event of Default" shall mean (i) any event of default under the Loan Agreement (as hereinafter defined) or any other Loan Document (as hereinafter defined) which is not cured within applicable cure periods; or (ii) any

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default by Assignor in the performance or observance of any covenant, condition or provision hereof which is not cured within applicable cure periods.

b. "Leases" shall mean (i) all present and future leases (including subleases) covering all or any portion of the Premises (as hereinafter defined), including, without limitation, that certain Lease between Assignor and FedEx Ground Package System, Inc., a Delaware corporation ("FedEx"), dated \_\_\_\_\_, 2003, (ii) all agreements for use or occupancy of any portion of the Premises, (iii) all modifications, extensions, renewals and supplements of any such lease or agreement and any and all further leases, lettings or agreements (including rights in respect of tenants holding over and tenancies following attainment of all or any part of the Premises), and (iv) any and all guaranties of the performance of any lessee under any such lease or agreement.

c. "Obligations" shall include (i) the payment by the Borrower of each installment of interest, of principal or of principal and interest coming due under that certain Mortgage Note (McCook Project) of even date herewith in the principal amount of Thirteen Million Five Hundred Ninety Thousand Dollars (\$13,590,000) executed by Assignor payable to the order of Assignee, as the same may be hereafter amended, restated, modified, extended or renewed (the "Project Note"), (ii) the payment of each installment of interest, of principal or of principal and interest coming due under that certain Mezzanine Mortgage Note (McCook Project) of even date herewith in the principal amount of One Million Eight Hundred Ten Thousand Dollars (\$1,810,000) executed by Assignor payable to the order of Assignee, as the same may be hereafter amended, restated, modified, extended or renewed (the "Mezzanine Note") (the Project Note and the Mezzanine Note being referred to herein together as the "Note"), (iii) the performance of all obligations of Assignor under that certain Construction Loan Agreement between Assignee and Assignor of even date herewith, as the same may be hereafter amended, restated or modified (the "Loan Agreement"), (iv) the performance of all obligations of Assignor under that certain Real Estate Mortgage and Security Agreement (McCook Project) of even date herewith, executed by Assignee in favor of Assignor encumbering the Premises and securing the Note, as the same may be hereafter amended, restated or modified (the "Mortgage"), and (v) the performance of all obligations of Assignor under each other instrument and document given by Assignor to Assignee to evidence, secure or support the indebtedness evidenced by the Note, as the same may be hereafter amended, restated or modified, (the Note, the Loan Agreement, the Mortgage and such other instruments and documents securing the Obligations being referred to herein collectively as the "Loan Documents").

d. "Premises" shall mean the real estate described on Exhibit A attached hereto and made a part hereof and all improvements now or hereafter located thereon.

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e. "Rents" shall include all rentals, and other sums of money due or becoming due to Assignor under any Lease, all of the rents, income, receipts, revenues, issues and profits now due or which may hereafter become due under any Lease and all monies due and to become due to Assignor under any Lease for services, materials or installations supplied, whether or not the same were supplied under the terms of any Lease, and all rights and remedies which Assignor may have against any tenant under the Leases or others in possession of any portion of the Premises for the collection or recovery of monies so assigned hereby, and the proceeds of all such Rent, both cash and noncash, including, but not limited to any minimum rents, additional rents, percentage rents, parking maintenance, insurance and tax contributions, any damages following default by a tenant under any Lease, any penalties or premiums payable by a tenant under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Premises.

2. To induce Assignee to accept this Assignment and to advance funds on account of the Obligations, Assignor covenants, warrants and represents:

a. That Assignor has full right and power to assign the Leases and Rents to Assignee, and has not executed any prior assignment of any of its rights under any Lease or to any portion of the Rents to any person other than Assignee;

b. That Assignor has not done any act or thing which might prevent Assignee from enjoying the benefits of the Leases and Rents assigned hereby;

c. To the best of Assignee's knowledge and belief, that each of the Leases is, or will be when executed, valid and enforceable in accordance with its terms, assuming the duly authorized execution of the Leases by all parties hereto;

d. To the best of Assignee's knowledge and belief, that tenants are not in default under any of the terms of any of the Leases; and

e. That no Rents have been collected or accepted by Assignor more than one (1) month in advance of the time when the same become due under the terms of the Leases.

3. Assignor hereby covenants, promises and agrees that Assignor will:

a. Observe, fulfill and perform each and every condition, covenant and provision of each of the Leases to be fulfilled or performed by Assignor except to the extent of any waiver or substituted performance accepted by the tenant; provided, however, nothing herein shall prevent Assignor from contesting any enforcement of any such condition, covenant or provision in good faith;

b. Give notice within five (5) days to Assignee of any material notice of default given by Assignor, or any material notice of default received by

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Assignor from any tenant, under any Lease, together with a true copy of such notice and any supporting materials;

c. Enforce by all reasonable means under the circumstances, short of termination, at the sole cost and expense of Assignor, the substantial performance or observance of each and every material covenant and condition of each of the Leases to be performed or observed by the tenant thereunder;

d. At the sole cost and expense of Assignor, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of Assignor or the tenant thereunder; and

e. From time to time, upon request by Assignee, execute and deliver to Assignee, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of any Lease or Leases, financing statements and other writings that Assignee may deem reasonably necessary or desirable to carry out the purpose and intent of this Assignment, or to enable Assignee to enforce any right or rights hereunder.

4. Except as otherwise expressly permitted by the Mortgage, Assignor will not, without the prior written consent of Assignee, which consent will not be unreasonably withheld or delayed:

a. Modify, amend or alter the terms of the Leases;

b. Terminate any Lease;

c. Collect any Rents for more than thirty (30) days prior to the accrual thereof under the terms of the Leases;

d. Waive, or release any tenant under any of the Leases from, any material obligations or conditions to be performed by such tenant under its Lease; or

e. Pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents.

5. Assignee shall not be obligated to perform or discharge any obligation of Assignor under any of the Leases, or under or by reason of this Assignment, except for obligations or duties which first originate after Assignee takes actual possession of the Premises pursuant to a foreclosure of the Mortgage or under a deed in lieu of foreclosure ("Actual Possession"). Assignor hereby agrees to indemnify and defend Assignee against, and hold Assignee harmless from, (i) any and all liability, loss or damage which Assignee may or might incur under any of the Leases or under or by reason of this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason of any

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alleged obligation on Assignee's part to perform or discharge any obligation under any of the terms of any of the Leases, except liability caused by the failure of Assignee to perform any obligation or duty under any Lease under which Assignor is the landlord which first originates after Assignee takes Actual Possession of the Premises. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate specified in the Project Note (or the default rate set forth in the Project Note if Assignor is in default hereunder or under the Loan Documents), shall be added to the Obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand; provided, however, nothing herein shall be construed to impose any liability or obligation upon Assignor for claims or demands arising out of actions or omissions of Assignee in the exercise of its rights hereunder.

6. Notwithstanding this Assignment or any exercise by Assignee of any of Assignee's rights hereunder, or any law, usage or custom to the contrary, Assignor shall retain full responsibility for the care, control, management and repair of the Premises, and Assignor hereby agrees to indemnify and defend Assignee against, and hold Assignee harmless from, (i) any and all liability, loss or damage which Assignee may or might incur by reason of any deficiency or alleged deficiency (except as to any acts or omissions of Assignee or its agents while Assignee as mortgagee is in possession) in the care, control, management or repair of the Premises or any part thereof prior to the time Assignee takes Actual Possession of the Premises, and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason thereof. Should Assignee incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate specified in the Project Note (or the default rate set forth in the Project Note if Assignor is in default hereunder or under the Loan Documents), shall be added to the Obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand.

7. It shall be an Event of Default hereunder and under the Loan Agreement if Assignor shall default in the performance or observance of any covenant, condition or provision hereof, and such default has not been cured or corrected within thirty (30) days following written notice thereof from Assignee to Assignor; provided, however, that if such default is of such a nature that it cannot be cured or corrected within such thirty (30) day period, Assignor shall be entitled to such additional time as may be necessary to cure or correct such default if Assignor promptly commences such cure or corrective action and diligently pursues such cure or corrective action to completion. Notwithstanding the foregoing, Assignor shall not be entitled to any notice of, or cure period or grace period for, any default by Assignor under Paragraph 4 hereof.

8. These presents shall not be deemed or construed to constitute Assignee as a mortgagee in possession of the Premises nor to obligate Assignee to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or liability hereunder or under the Leases. However, upon the occurrence of an Event of Default, then Assignee, but without obligation so to do and upon concurrent notice to Assignor and without releasing

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Assignor from any obligation herein, may perform any obligation of Assignor hereunder, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of Assignor in any of the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Assignor will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate set forth in the Project Note, and the same shall be added to the Obligations secured hereby and shall be secured by all the security given for any of the Obligations.

9. Upon the occurrence of an Event of Default, Assignee, at its option, may make, enforce, modify or accept a surrender of any of the Leases; obtain and evict tenants; fix or modify rents; make any alterations, renovations, repairs and replacements to the Premises which Assignee reasonably deems necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Leases or Rents in its own name or in the name of Assignor; and do any acts which Assignee deems proper to protect the security hereof until all Obligations secured hereby are paid or performed in full, and, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid.

Assignee, in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Assignee may determine:

- a. to the payment of the costs and fees incurred by Assignee in the enforcement of this Assignment and the other Loan Documents, including reasonable attorneys' fees;
- b. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to Assignee and its agent or agents, if management is delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance;
- c. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- d. to the payment of all repairs, renewals, replacements, alterations, additions, betterments, and improvements of the Premises and the expenses of placing the Premises in such condition as Assignee from time to time may deem necessary; and
- e. to the payment of the Obligations or any deficiency which may result from any foreclosure sale.

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10. Notwithstanding any agreement, law, custom or usage to the contrary, Assignor hereby collaterally assigns to Assignee any award made hereafter to it in any court procedure involving any of the tenants in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by the tenants in lieu of Rent.

11. Notwithstanding any provision herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute assignment from Assignor to Assignee and not merely the granting of a security interest. The Rents and Leases are hereby assigned absolutely by Assignor to Assignee; nevertheless, as long as an Event of Default is not continuing, Assignor shall have the right and license to collect upon, but not prior to, accrual, the Rents and to retain, use and enjoy the same, and to otherwise operate and manage the Premises and deal with the Leases and tenants.

12. To the extent permitted by applicable law and in accordance with the provisions of such law, during the continuance of an Event of Default, Assignee may elect to have all Rents assigned hereunder paid directly to Assignee and Assignee may notify the tenants or any other party or parties in possession of the Premises to pay all of the Rents directly to Assignee during the continuance of an Event of Default, for which this Assignment shall be sufficient warrant. Upon such notice from Assignee to the tenants, the tenants are hereby authorized and directed to pay all Rents directly to Assignee, unless or until Assignee otherwise directs the tenants. Each tenant's account with Assignor shall be credited with the amount of all Rents so paid by such tenant to Assignee. Assignor covenants and agrees to release and hold harmless all tenants from any claim on account of any such payments made directly to Assignee.

13. Assignee may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals or indulgences with respect to such Obligations, and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder. The rights of Assignee to collect said Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. The failure of Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

14. This Assignment of Rent and Leases shall terminate and become void automatically upon the earlier of (a) the Obligations being satisfied and discharged in full, or (b) upon the recording of an instrument releasing all of the Premises from the lien of the Mortgage. Upon satisfaction and discharge in full of the Obligations, Assignee shall, upon request from Assignor, execute and deliver to Assignor a release of this Assignment in recordable form.

15. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.

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16. If Assignor is more than one person (or entity), the obligations of Assignor hereunder are joint and several.

17. Whenever Assignee or Assignor shall desire to give or serve any notice, demand, request or other communication with respect to this Assignment, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Assignment. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

18. NOTWITHSTANDING ANY PROVISION IN THIS ASSIGNMENT TO THE CONTRARY, WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT (INCLUDING NON-JUDICIAL FORECLOSURE OF LIENS) OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. ASSIGNOR AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH, THE LAW OF THE STATE OF INDIANA SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT OF RENTS AND LEASES AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ASSIGNOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF INDIANA AND THE STATE OF ILLINOIS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF INDIANA AND THE STATE OF ILLINOIS (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF SUCH ASSIGNOR'S OBLIGATIONS HEREUNDER AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATES FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF SUCH ASSIGNOR. ASSIGNOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OF RENTS AND LEASES (a) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS ASSIGNMENT MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (b) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (c) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. NOTHING IN THIS PARAGRAPH 18 SHALL BE DEEMED TO PRECLUDE ASSIGNEE FROM FILING ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF THIS ASSIGNMENT OF RENTS AND LEASES IN THE STATE OF ILLINOIS OR THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF ILLINOIS.

WITNESS the due execution hereof as of the day and year first above written.



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**“ASSIGNOR”**

SCANNELL PROPERTIES #33, LLC, an  
Indiana limited liability company

By: *Douglas L. Snyder*  
Douglas L. Snyder, Manager

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Douglas L. Snyder, known to be the Manager of **SCANNELL PROPERTIES #33, LLC**, an Indiana limited liability company, and acknowledged the execution of the foregoing for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 24th day of October, 2003.

*Cheryl Saalfrank*  
Notary Public - Signature  
Cheryl Saalfrank  
Notary Public - Printed

My Commission Expires:

3-30-07

My County of Residence:

Hamilton

This instrument was prepared by, and after recording should be returned to, Dennis A. Johnson, Attorney At Law, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, TN 46204.

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## EXHIBIT A

(Page 1 of 2)

Address: Vacant Land  
McCook, Illinois

Parcel No.s: 18-10-300-024-0000  
18-10-300-025-0000  
18-10-300-027-0000

### LEGAL DESCRIPTION:

#### PARCEL 1:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOTS 3, 4, 5 AND 6 OF CENTERPOINT MCCOOK INDUSTRIAL CENTER UNIT NO. 2 BEING A RESUBDIVISION IN SECTION 10, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0021033691, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 OF THE FOLLOWING 3 COURSES; 1) NORTH 88 DEGREES 55 MINUTES 16 SECONDS EAST, A DISTANCE OF 251.67 FEET; 2) THENCE NORTH 84 DEGREES 06 MINUTES 57 SECONDS EAST, A DISTANCE OF 102.32 FEET; 3) THENCE NORTH 88 DEGREES 56 MINUTES 34 SECONDS EAST, A DISTANCE OF 6.71 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 3, 4, 5 AND 6, AFORESAID, SAID INTERSECTION BEING THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND WESTERLY LINE OF SAID LOT 1 FOR THE FOLLOWING 4 COURSES: 1) NORTH 01 DEGREES 02 MINUTES 20 SECONDS WEST, A DISTANCE OF 674.24 FEET; 2) THENCE NORTH 43 DEGREES 56 MINUTES 07 SECONDS EAST, A DISTANCE OF 314.08 FEET; 3) THENCE NORTH 01 DEGREES 03 MINUTES 53 SECONDS WEST, A DISTANCE OF 822.98 FEET; 4) THENCE NORTH 46 DEGREES 03 MINUTES 53 SECONDS WEST, A DISTANCE OF 56.45 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 07 SECONDS EAST, A DISTANCE OF 569.13 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY AND WESTERLY ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID LOT 1 FOR THE FOLLOWING 5 COURSES: 1) SOUTH 01 DEGREES 03 MINUTES 53 SECONDS EAST, A DISTANCE OF 1481.79 FEET TO A POINT OF CURVATURE; 2) THENCE SOUTHWESTERLY ALONG A CURVE LINE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 332.28 FEET, THE CHORD THEREOF BEARING SOUTH 43 DEGREES 12 MINUTES 36 SECONDS WEST TO A POINT OF REVERSE CURVATURE; 3) THENCE SOUTHWESTERLY ALONG A CURVE LINE CONCAVE SOUTHERLY, HAVING A RADIUS OF 187.00 FEET, AN ARC DISTANCE OF 89.22 FEET, THE CHORD THEREOF BEARING SOUTH 73 DEGREES 48 MINUTES 57 SECONDS WEST TO A POINT OF TANGENCY; 4) THENCE SOUTH 60 DEGREES 08 MINUTES 49 SECONDS WEST A DISTANCE OF 82.04 FEET; 5) THENCE SOUTH 88 DEGREES 56 MINUTES 34 SECONDS WEST, A DISTANCE OF 384.83 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS PURPOSES AS RESERVED AND GRANTED IN THE PLAT OF RESUBDIVISION OF LOTS 3, 4, 5, AND 6 OF CENTERPOINT MCCOOK INDUSTRIAL CENTER UNIT 2 RECORDED AS DOCUMENT 0021033691 \_\_\_\_\_ IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY FALLING WITHIN THE DOTTED LINES ON SAID PLAT AND MARKED INGRESS AND EGRESS EASEMENT.

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## EXHIBIT A

(Page 2 of 2)

Address: Vacant Land  
McCook, Illinois

Parcel No.s: 18-10-300-024-0000  
18-10-300-025-0000  
18-10-300-027-0000

### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE EAST-WEST ROADWAY EASEMENT AREA AND THE EAST ROADWAY EASEMENT AREA MORE PARTICULARLY DESCRIBED ON EXHIBITS 'D' AND 'F' IN THE RECIPROCAL GRANT OF EASEMENT AGREEMENT RECORDED JUNE 22, 1991 AS DOCUMENT 99598178 .

### PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND FOR THE RETENTION, DETENTION AND DRAINAGE OF WATER FOR THE BENEFIT OF PARCEL 1 AS GRANTED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT 09045791 AS AMENDED BY SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT 0324134234 .

### PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS RECORDED SEPTEMBER 8, 2003 AS DOCUMENT 0325118051 AS AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED OCTOBER 8, 2003 AND RECORDED OCTOBER \_\_\_\_\_, 2003 AS DOCUMENT \_\_\_\_\_ FOR USE OF THE EASEMENT ROAD AND COMMON UTILITY SYSTEMS OVER AREAS DEPICTED ON THE UNIT 2 PLAT OF SUBDIVISION AND EXHIBITS ATTACHED THERETO .