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0622334074

Prepared By
AFTER RECORDING RETURN TO:
Staples, Inc.
Attention: Real Estate Legal Department
500 Staples Drive
P.O. Box 9271
Framingham, MA 01701-9271

Doc#: 0622334074 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/11/2006 11:15 AM Pg: 1 of 10

MEMORANDUM OF LEASE

NOTICE is hereby given of the following described lease, as the same may be hereafter amended (the "Lease"), for the purpose of recording the same and giving notice of the existence of said Lease. All references to "Exhibits" in this Memorandum of Lease refer to Exhibits attached to the Lease. The provisions hereof do not necessarily reflect amendments and modifications to the Lease after the date hereof.

Landlord hereby leases to Tenant the Premises and certain rights to the Common Facilities for the Term, all in accordance with the following terms and conditions and those other terms and conditions contained in the Lease described below, which terms and conditions are hereby incorporated herein as if set forth in full.

8289 798 08PF 5078

PROPERTY ADDRESS: 201 W. 87th Street
Chicago, IL _____

LANDLORD: **BERKSHIRE WEST 87TH STREET, LLC**, a
Massachusetts limited liability company
41 Taylor Street
Springfield, MA 01101

TENANT: **STAPLES THE OFFICE SUPERSTORE EAST, INC.**,
a Delaware corporation
500 Staples Drive
P.O. Box 9271
Framingham, MA 01701-9271
Ref: Chicago (87th Street), IL

DATE OF EXECUTION
OF LEASE: NOVEMBER 21, 2005

Box 400-CTCC

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PREMISES: Approximately 20,388 square feet of space which is designated as "PREMISES" on **Exhibit A** attached to the Lease (the "Premises") together with rights in Common Facilities. A legal description of the property of which the Premises and Common Facilities are a part is attached hereto as **Schedule I**.

TERM: 10 Lease Years, commencing on the Commencement Date unless the Term shall be earlier terminated or extended as defined in the Lease.

COMMENCEMENT DATE: As set forth in Section 3.1 of the Lease.

OPTION(S) TO EXTEND: 3 options for 5 additional Lease Years each, followed by one additional option for 4 Lease Years and 11 calendar months.

RESTRICTIONS: *Section 2.3. Common Facilities.* Landlord grants to Tenant, its employees and invitees, in common only with other tenants and their business invitees, the non-exclusive right and easement to use all of the sidewalks, driveways, parking areas, alleys, service areas including loading and unloading facilities (other than the loading area, if any, which is designed for use with the Premises or other premises within the Center), Center signs (with Tenant's rights to same being governed under Section 6.7 hereof), landscaping, if any, septic systems, cesspools and other facilities of the Center designed for use by all occupants of the Center (the "Common Facilities"). Landlord grants to Tenant the exclusive right to use that portion of the service area, including loading areas, designed for use with the Premises and the right to use the sidewalks immediately in front of the Premises for the storage of shopping carts. Subject to the rights of tenants under leases existing as of the date hereof (if any), Landlord agrees to:

- (a) allow uninterrupted use of the Common Facilities, and unobstructed pedestrian and vehicular access to the Common Facilities from other areas of the Center and from 87th Street and from other public ways (including all means of ingress and egress shown on **Exhibit A**), at all times except during reasonable periods of time required to provide necessary maintenance or repairs or to prevent public dedication (which periods Landlord shall give

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advance notice of and use best efforts to minimize); provided, however, that, except in the event of emergency, Landlord shall not perform or allow other tenants in the Center to perform any non-routine repair, maintenance or other work in the Common Facilities from August 1 through September 15 or from November 20 through January 7 of any Lease Year;

(b) not (i) construct or allow any buildings, free-standing signs, kiosks, other structures or outdoor sales areas within the No-Build Area shown on **Exhibit A**, (ii) increase the height of any buildings in the Center above the height of the Premises for in-line buildings or above 18 feet for outparcel or pad site buildings, (iii) except as expressly provided herein, construct or allow any signage or other improvement upon the exterior walls or roof serving the Premises, or (iv) modify the exterior of that portion of the Building directly serving the Premises from that shown on **Exhibit E**;

(c) not otherwise materially change the Common Facilities located within Tenant's Protected Area shown on **Exhibit A** in any manner without the consent of Tenant;

(d) not reduce the number of parking spaces serving the Center below a ratio of 4.5 spaces per 1000 square feet of Center leaseable area, or reduce the number of spaces or change the arrangement of parking spaces in the Tenant's Protected Area designated on **Exhibit A**, or impose a parking fee;

(e) restrict all occupants of the Center and their employees from parking within Tenant's Protected Area, and use commercially reasonable efforts to prevent commuter parking in the parking area; and

(f) maintain a no solicitation policy within the Center. Tenant shall have the right, but not the obligation, to enforce such no solicitation policy against violators located anywhere within the Center.

Except as expressly provided above, Landlord hereby reserves the right, from time to time, to construct, maintain and operate lighting and other facilities, equipment and signs on the Common Facilities, to change the areas,

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location and arrangement of the parking areas and other facilities forming a part of the Common Facilities, to construct temporary or permanent buildings, structures and improvements therein not intended for common usage, to modify, increase or decrease the size and location of any buildings in the Center (other than the Building), to restrict parking, if Landlord so designates, for employees, and to close temporarily all or any portion of the Common Facilities for the purposes of making repairs or changes thereto or to discourage non-customer parking; provided, however, no alterations, changes or other actions taken by Landlord with respect to the Common Facilities may be made or taken if the same materially adversely affect access to the Premises or traffic flow in and around the Center (other than temporarily in connection with the construction of permitted alterations, repairs or the like and Landlord agrees to use best efforts to minimize the scope and duration of any such disruptions and of any interference to Tenant's business operations caused thereby).

PROHIBITED USES:

Section 5.2. Exclusive, Prohibited and Restricted Uses. Subject to Section 5.3 hereof, Landlord covenants that, other than the Premises:

Section 5.2.1. Exclusive Use. No part of the Center, nor any property within one-half mile of the Center owned by Landlord or by an entity under common control with Landlord, shall be used for the sale, leasing or distribution of equipment (including computers and telecommunications equipment), furniture or supplies for business or office (including home office) use, or the provision of business or office services (including copying, printing, telecommunications, packing, shipping and business equipment repair services) (collectively, the "Exclusive Goods and Services"). Landlord shall not advertise any other providers of the Exclusive Goods and Services within the Center or on any Center-specific internet web site, nor shall Landlord provide the general public with direct internet access (via link or otherwise) to any such other providers of the Exclusive Goods and Services; and

Section 5.2.2. Prohibited Uses. No part of the Center shall be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, bowling alley,

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skating rink, miniature golf or other sports or recreational facility; (ii) school, library, reading room, or house of worship; (iii) movie theatre, auditorium, meeting hall, hotel or motor inn, or any residential use or day-care facility; (iv) massage parlor, adult bookstore, adult entertainment facility, a so-called "head" shop, off-track betting, gambling, gaming or check cashing facility; (v) car wash, automobile repair work or automotive service or gas station, tire store, automobile body shop, automobile, motorcycle, boat, trailer or truck leasing or sales, or laundromat; (vi) tavern or bar (unless operated incidental to, in conjunction with, and under the same name as, a restaurant permitted hereunder), amusement park, carnival, banquet facility, dance hall, disco, nightclub, or other entertainment facility including video game, virtual reality or laser tag room or facility, pool hall, arcade, indoor children's recreational facility or other amusement center; (vii) any manufacturing, warehouse or office use (except incidental to a retail operation); (viii) funeral parlor, animal raising or storage (except incidental to a full-line retail pet supply operation), pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; (x) any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets, frozen food locker or sales facility, milk distribution center, medical, dental or hospital related center or offices, nursing home, old age center, or governmental facility (other than a post office), recruiting center or employment center; or (xi) any use which constitutes a public or private nuisance or produces objectionable noise or vibration; and

Section 5.2.3. Restricted Uses. No part of the Center within 250 feet of the Premises shall be used for a restaurant (however one fast-food type restaurant occupying no more than 2,000 square feet of space shall be permitted so long as the same is not located within 100 feet of the Premises) or any other use which places a burden on parking substantially disproportionate to that imposed by a typical retail use as generally acknowledged by the retail industry.

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Section 5.3. Covenants in General. The covenants set forth in Section 5.2 shall run with the land comprising the Center for the Term of this Lease. In the event of a breach of any such covenants, Tenant shall be entitled to injunctive relief and, in the event injunctive relief proves unsuccessful or in unavailable, any other appropriate remedy. Notwithstanding the foregoing, Section 5.2 shall not prohibit any tenant under a lease existing on the date of this Lease from using space occupied by it for any use permitted under such tenant's lease as of the date hereof, nor prohibit any future tenant or occupant from selling, leasing, distributing or providing the Exclusive Goods and Services incidental to such tenant's or occupant's primary business in no more than an aggregate of 5% of such tenant's or occupant's sales floor area.

LANDLORD'S TITLE:

Notice of Ground Lease
~~is~~ recorded with the Recorder, in Book _____, Page _____. *as document 0622334070*

EXECUTED as a sealed instrument on the date first set forth above.

LANDLORD:

BERKSHIRE-WEST 87TH STREET, LLC

By: Berkshire Development, LLC, its manager

TENANT:

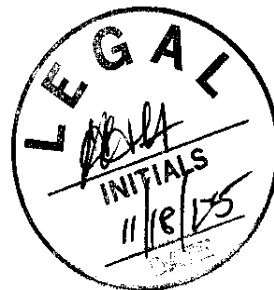
STAPLES THE OFFICE SUPERSTORE EAST, INC.

By:

[Signature]
Robert P. Cunningham
Chief Operating Officer

By:

[Signature]
John K. Barton
Its: Executive Vice President - Real Estate



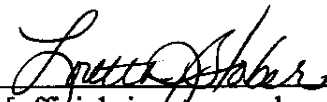
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ACKNOWLEDGMENTS

STATE OF Massachusetts)
COUNTY OF Hampden)

On this 16th day of November, 2005, before me,, the undersigned notary public, personally appeared Robert P. Cunningham, proved to me through satisfactory evidence of identification, which were a valid MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he] ~~[she]~~ signed it voluntarily for its stated purpose,

[as partner for _____, a corporation] the Manager of Berkshire-West
[as Chief Operating Officer for Berkshire Development, LLC, a corporation] 87th Street, LLC
[as attorney in fact for _____, the principal]
[as _____ for _____, [a] [the] _____].

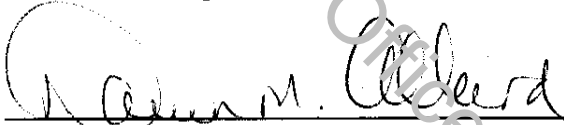


[official signature and seal of notary]

My commission expires _____
LORETTA J. STOBBER, Notary Public
Commonwealth of Massachusetts
My Commission Expires Dec. 18, 2009

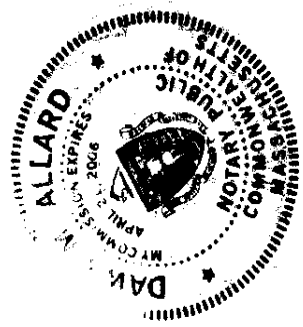
STATE OF MASSACHUSETTS)
COUNTY OF MIDDLESEX)

On this 21st day of NOV, 2005, before me, the undersigned notary public, personally appeared John K. Barton, proved to me through satisfactory evidence of identification, which was a valid Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Executive Vice President – Real Estate for Staples the Office Superstore East, Inc., a corporation.



[official signature and seal of notary]

My commission expires _____



STREET ADDRESS: *161 1/2 St, West 87th Street*

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 25-04-200-003-0000

LEGAL DESCRIPTION:

25-04-200-008, 209/018/015 25-04-209-016/23

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: SILVER DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND BERKSHIRE-WEST 87TH STREET, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY AS LESSEE, DATED MAY 20, 2005, A NOTICE OF WHICH LEASE WAS RECORDED ~ AS DOCUMENT ~, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING AUGUST 20, 2006 AND ENDING AUGUST 20, 2031.

PARCEL 1:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 87TH STREET SAID POINT BEING 100 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 4 AND 305 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF WEST 87TH STREET, A DISTANCE OF 50 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 255 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 357.68 FEET TO A POINT 457.68 FEET SOUTH OF SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4; THENCE NORTHWESTERLY ON A STRAIGHT LINE A DISTANCE OF 61.57 FEET TO A POINT 421.21 FEET SOUTH OF THE SAID NORTH LINE OF THE NORTHEAST 1/4 AND 305 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF THE NORTHEAST 1/4 OF SECTION 4; THENCE NORTH PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF 321.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WEST 87TH STREET WITH A LINE 5 FEET WEST OF AND PARALLEL TO NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 WHICH POINT OF INTERSECTION IS 69.66 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4, THENCE SOUTHERLY ON SAID LOT 5 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 579.37 FEET, THENCE NORTHWESTERLY ON A STRAIGHT LINE 307.91 FEET MORE OR LESS TO A POINT WHICH IS 255 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE MEASURED AT RIGHT ANGLES THERETO AND 457.68 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE NORTHERLY FROM LAST DESCRIBED POINT ON A LINE WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 357.68 FEET TO THE POINT OF INTERSECTION OF SOUTHERLY LINE OF WEST 87TH STREET WITH THE LAST DESCRIBED COURSE; THENCE EASTERLY ON THE SOUTHERLY LINE OF WEST 87TH STREET, A DISTANCE OF 1.79 FEET TO A POINT; THENCE CONTINUING NORTHEASTERLY FROM THE LAST DESCRIBED POINT ON A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 1033 FEET A DISTANCE OF 251 FEET MORE OR LESS TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

AN IRREGULAR PLOT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WEST 87TH STREET WITH A LINE 305 FEET WEST OF AND PARALLEL TO NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 WHICH POINT OF INTERSECTION IS 100 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE SOUTHERLY ON SAID LINE 305 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 321.21 FEET THENCE NORTH WESTERLY ON A STRAIGHT LINE, 197.08 FEET MORE OR LESS TO A POINT 465 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE MEASURED AT RIGHT ANGLES THERETO AND 304.51 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE NORTHERLY FROM LAST DESCRIBED POINT ON A LINE 465 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 204.51 FEET TO POINT OF

LEGAL.D

SCHEDULE 1

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INTERSECTION OF SOUTHERLY LINE OF WEST 87TH STREET WITH LAST DESCRIBED COURSE, THENCE EASTERLY ON SOUTHERLY LINE OF WEST 87TH STREET, A DISTANCE OF 160.01 FEET MORE OR LESS TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

BEGINNING AT A POINT ON THE SOUTH LINE OF 87TH STREET AS RELOCATED; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 25 FEET MORE OR LESS TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE EAST 170.96 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 69 DEGREES 12 MINUTES 35 SECONDS TO THE POINT OF BEGINNING.

ALSO A STRIP OF LAND BEING THE EASTERLY 5 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, LYING BETWEEN THE SOUTH LINE OF 87TH STREET AND A LINE 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 87TH STREET AS RELOCATED (AS DESCRIBED IN THE PLAT OF DEDICATION RECORDED MARCH 1, 1929 AS DOCUMENT 10297189) WITH A LINE DRAWN BETWEEN THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 AND A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 WHICH IS 806.35 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF 87TH STREET 25 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE EAST 170.96 FEET, MORE OR LESS, TO A POINT ON SAID LINE DRAWN BETWEEN THE <>NW CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 AND A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 WHICH IS 806.35 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 403.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO

THAT PART OF THE EASTERLY 5 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 LYING BETWEEN THE SOUTHERLY LINE OF 87TH STREET AS RELOCATED (SAID SOUTHERLY LINE BEING THE NORTHERLY LINE OF THE PROPERTY CONVEYED BY THE DEED RECORDED MARCH 1, 1929 AS DOCUMENT 10297191) AND A LINE 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

TRACT A

AN IRREGULAR PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 AND 5 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF SAID NORTHEAST 1/4; THENCE EASTERLY AT RIGHT ANGLES TO SAID NORTH AND SOUTH CENTERLINE A DISTANCE OF 175.96 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BELT RAILWAY COMPANY OF CHICAGO; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 374.83 FEET; THENCE SOUTHERLY 79.05 FEET ON A LINE WHICH IS 307.60 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTERLINE; THENCE NORTHWESTERLY 385.02 FEET TO A POINT WHICH IS 5 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 640.03 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY 203.33 FEET TO THE POINT OF BEGINNING; AND

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TRACT B

AN IRREGULAR PARCEL PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT A; THENCE SOUTHERLY ON AN EXTENSION SOUTH OF EASTERLY LINE OF TRACT A, 58.2 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 129 DEGREES 01 MINUTES 47 SECONDS WITH LAST DESCRIBED COURSE AS MEASURED FROM NORTH TO SOUTHWEST A DISTANCE OF 50.4 FEET; THENCE NORTHWEST AT RIGHT ANGLES 166.2 FEET TO INTERSECTION WITH A LINE WHICH MAKES A RIGHT ANGLE WITH THE SOUTHWESTERLY LINE OF TRACT A FROM A POINT 147.45 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID TRACT A, WHICH POINT IS 44.52 FEET SOUTHWESTERLY FROM THE SOUTHWEST LINE OF SAID TRACT A AS MEASURED ALONG SAID RIGHT ANGLE LINE; THENCE SOUTHWESTERLY ON EXTENSION OF SAID RIGHT ANGLE LINE 16 FEET; THENCE NORTHWESTERLY 102.45 TO A POINT WHICH IS 44.2 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, A POINT ON THE SOUTHWESTERLY LINE OF TRACT A WHICH IS 137.57 FEET SOUTHEASTERLY FROM THE SOUTHWEST CORNER OF TRACT A; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF TRACT A; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

PARCEL 6:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 5 AS SET FORTH AND DEFINED IN QUIT CLAIM DEED AND GRANT OF EASEMENT DATED MAY 8, 1974 AND RECORDED MAY 10, 1974 AS DOCUMENT 22713871.

All of the foregoing in the aggregate intending and meaning to describe only the "center" as depicted on Exhibit A