

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Michael D. Firsel
Schain, Firsel & Burney, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

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NOTED...

Chicago Life Insurance Company

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CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT (hereinafter called "Agreement") is made and entered into this day of June, 1998, by and between LAKE COUNTY TRUST COMPANY, as Trustee under Trust Agreement dated February 7, 1983 and known as Trust No. 3316 ("Owner 1"), and GUS IATRIDES and KAY IATRIDES ("Owner 2") (collectively, Owner 1 and Owner 2 shall be referred to herein as the "Owners").

RECITALS

- A. Owner 1 is the owner of that certain real property situated in the City of Schererville ("Schererville"), Indiana, depicted on Exhibit "A", thereon and herein as "Parcel 1" and legally described in Exhibit "B", both such Exhibits being attached hereto and incorporated herein by this reference.
- B. Owner 2 is the owner of that certain real property situated in the Schererville and lying adjacent to Parcel 1 depicted on Exhibit "A", designated thereon and herein as "Parcel 2" and legally described in Exhibit "C", attached hereto and made a part hereof.
- C. The Owners intend to create, by operation of this Agreement perpetual, non-exclusive easements both benefiting and burdening Parcel 1 and Parcel 2, and all portions thereof, for the passage and accommodation of vehicles and pedestrians over and across the parking, driveway and sidewalk areas of Parcel 1 and Parcel 2, as same may from time to time be constructed and maintained, and for ingress, access and egress to and from adjacent public and private roads across the curb-cuts and driveways within Parcel 1 and Parcel 2, as same may be from time to time constructed and maintained.
- D. The Owners further desire to provide for the installation, maintenance, repair and replacement of drainage and utility facilities areas on Parcel 1 and Parcel 2 to be used in common by the respective owners and occupants, from time to time, of Parcel 1 and Parcel 2, and all portions thereof.

FILED

JUL 01 1998

SAM ORLICH
AUDITOR LAKE COUNTY

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

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NOW THEREFORE, The Owners hereby declare that Parcel 1 and Parcel 2 and all portions thereof shall be held, transferred, sold, conveyed and occupied subject to the easements, covenants, conditions and restrictions set forth herein, as follows:

1. **Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated herein by this reference as if set forth verbatim in Paragraph 1.

2. **Access Easements.**

2.1. Owner 1, as the owner of Parcel 1, hereby grants and conveys to Owner 2, as the owner of Parcel 2, and to the owners, tenants and occupants of Parcel 2 from time to time, for themselves and their respective employees, agents, contractors, invitees, customers and licensees, a non-exclusive, perpetual easement appurtenant to Parcel 2, over, upon and across the curb-cut, driveway, parking aisle and sidewalk areas of Parcel 1 as same may be from time to time constructed and maintained by the owner of Parcel 1, for the purposes of vehicular and pedestrian access, passage and accommodation, and for ingress and egress to and from adjacent public and private roads.

2.2. Owner 2, as the owner of Parcel 2, hereby grants and conveys to Owner 1, as the owner of Parcel 1, and to the owners, tenants and occupants of Parcel 1 from time to time, for themselves and their respective employees, agents, contractors, invitees, customers and licensees, a non-exclusive, perpetual easement appurtenant to Parcel 1, over, upon and across the curb-cut, driveway, parking aisle and sidewalk areas of Parcel 2 as same may be from time to time constructed and maintained by the owner of Parcel 2, for the purposes of vehicular and pedestrian access, passage and accommodation, and for ingress and egress to and from adjacent public and private roads.

2.3. Except as otherwise agreed between any one or more of the parties hereto, each owner, from time to time, of Parcel 1 and Parcel 2, or any portion thereof, shall maintain, or cause to be maintained, the areas on its respective parcel subject to the easements herein created, in good condition and repair, and shall remain responsible for all costs, expenses and liabilities of every kind whatsoever relating to maintenance, repairs and replacements thereof.

2.4. Each owner, from time to time, of Parcel 1 and Parcel 2, or any portion thereof, shall have the right to reconfigure and relocate the driveway, parking aisle and sidewalk areas located on its respective parcel, so long as: (i) the reconfiguring/relocating owner provides thirty (30) days written notice of such intent to the owner of the parcel benefiting from the easement grants contained in this Section 2 (the "Benefited Parcel"); (ii) the reconfiguring/relocating owner provides to the Benefited Parcel reasonably equivalent access to adjacent public and private roads; (iii) so long as the driveways on the respective parcels as relocated, are contiguous so as to provide a reasonable traffic pattern; (iv) so long as the construction activity related to such reconfiguration and/or relocation does not unreasonably interfere with the conduct of business on the Benefited Parcel; and (v) so long as the construction activity related to such reconfiguration and/or relocation does not eliminate, more than twenty-four (24) hours, the Benefited Parcel's access across the parcel upon which such

reconfiguration/relocation is being performed, to or from adjacent public and private roads at the curb-cuts in existence at the time of such relocation.

3. Drainage and Utility Easements.

3.1. The Owners do hereby grant and convey to each other, a non-exclusive, perpetual easement appurtenant to each grantee owner's parcel, under, through, over, upon and across the parcel of the grantor owner, in such locations as contain existing facilities or as are reasonably necessary and consented to in writing by the affected grantor owner (which consent shall not be unreasonably withheld), for the purposes of the location, construction, installation, connection to, operation, transmission through, maintenance, repair and replacement of stormwater drainage and detention facilities and utility mains, pipes, lines and related appurtenances and equipment, including, but not limited to water, gas, sanitary sewer, electrical, telephone, cable and communication equipment. Said easements shall include the right of ingress, access and egress to, over and from the grantor owner's parcel for the purposes of performing such construction, installation, maintenance, repair and replacement of such facilities and equipment.

3.2. Each owner does hereby grant and convey to the other owner, a non-exclusive, perpetual easement appurtenant to the grantee owner's parcel, over, upon and across the grantor owner's parcel, for the purpose of discharging surface storm drainage and/or runoff from each grantee owner's respective parcel, under the following terms and conditions:

3.2.1. The soil grades and the surface water drainage/retention system for both parcels shall be initially constructed by Owner 1 in substantial conformance with the details set forth in engineering plans and sketch diagrams, prepared by Owner 1's engineers and consultants and approved by Schererville; and

3.2.2. No owner shall alter or permit to be altered the surface of its parcel or the drainage/retention system constructed on its parcel, if such alteration would increase the flow of surface water onto the other owner's parcel, either in the aggregate or by directing the flow of surface water to a limited area, unless such alteration is approved of by the grantee owner or unless the flow is directed through and into a drainage and detention facility designed and intended for the common use and benefit of both parcels.

3.3. It is hereby expressly understood and agreed that, notwithstanding anything to the contrary contained herein, each owner shall be responsible for the costs and expenses incurred in constructing, installing, connecting to, maintaining, repairing and replacing utility lines exclusively serving such owner's parcel.

3.4. Owner 1 shall start soil grading and the installation of water collection, retention and distribution facilities that benefit both parcels in accordance with the plans and specifications described in Section 3.2.1 and shall have the right to complete such work and to extend such facilities through Parcel 2. Owner 1 shall be entitled to reimbursement from Owner 2 for fifty percent (50%) of the total cost to complete such work for both parcels. Said reimbursement shall include, but not be limited to, the cost and expense of engineering

plans, permit/approval fees, and related supervisory costs. The reimbursement of costs and expenses for such work shall include interest at nine percent (9%) per annum which shall accrue on the payment date of the permit fees required to perform such work. In the event Owner 2 fails to reimburse Owner 1 for said costs and expenses within thirty (30) days written notice from Owner 1 of amounts due hereunder, Owner 1 shall have the right to place a lien on Parcel 2 until such time as Owner 2 pays any and all amounts due.

3.5. Utility lines which benefit both Parcel 1 and Parcel 2 and surface water collection, retention and distribution facilities shall be maintained by the owner of the parcel on which said facilities are located. All work performed pursuant to the easements created herein shall be performed so as not to unreasonably interfere with another owner's or occupant's business operations and shall be performed in a good and workmanlike manner, free and clear of any liens or encumbrances. Any owner exercising rights under the aforesaid detention facility and utility easement shall restore the property of the other owner whose property is affected by such exercise of rights, to the condition which existed prior to the performance of such work.

3.6. The grantor owner may, at each owner's respective cost and expense, relocate on their respective parcels any utility lines located thereon after thirty (30) days' written notice to the grantee owner, provided that the relocating owner first obtains all permits and approvals required by governmental authorities having jurisdiction and/or any public utility company owning the utility equipment to be relocated or having approval rights with respect thereto, and that such relocation shall not interrupt or diminish the utility service to the grantee owner's parcel and shall not reduce the capacity or impair the usefulness or function of such utility.

3.7. Except with respect to ground mounted electrical transformers, or as may be necessary during periods of construction, repair or temporary service, all utility lines shall be underground, unless required to be above-ground by the utility company providing such service or by governmental authorities.

4. **Pylon Sign.** In the event the governmental authorities having jurisdiction over Parcel 1 and Parcel 2 permit only one (1) pylon sign to be placed on the parcels collectively, said pylon sign shall be located on either parcel as reasonably determined by Owner 1. In such event, the Owners do hereby grant and convey to each other, a non-exclusive perpetual easement appurtenant to each grantee owner's parcel, through, over, upon and across the parcel of the grantor owner, in such location as specified by Owner 1, for the location, construction, installation, operation, maintenance, repair and replacement of said pylon sign. The Owners shall be entitled to the equal use of the sign face area. The cost and expense of construction, installation, operation, maintenance, repair, replacement and insurance shall be shared equally between the Owners.

5. **Indemnification.** Each owner having rights with respect to the easements granted under Sections 2, 3 and 4 hereof, shall indemnify and hold the owner whose parcel is subject to the given easement harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage to any person or property arising from or in any manner relating to the negligent acts or omissions by the indemnifying owner during an exercise of rights under any of the easements granted

above, except as may result from the negligence or intentional misconduct of the owner who would otherwise be indemnified.

6. **Remedies and Enforcement.**

6.1. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any owner or its permittees of any of the terms, covenants, or restrictions hereof, the other owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2. **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting owner to cure a breach of this Agreement within thirty (30) days following receipt of written notice thereof by an owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting owner commences such cure within such 30-day period, and thereafter diligently prosecutes such cure to completion), the non-defaulting owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting owner and be reimbursed by such defaulting owner upon demand for the reasonable costs thereof, together with interest at the prime rate charged from time to time by Bank of America National Trust and Savings Association, or its successor, plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

6.3. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

6.4. **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any owner to cancel, rescind, to otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any parcel made in good faith for value. The easements, covenants, and restrictions hereof shall be binding upon and effective against any owner of such parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6.5. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall remain in full force and effect and shall continue in perpetuity, unless sooner terminated by operation of law or by unanimous written agreement of the Owners.

7. **Miscellaneous.**

7.1. **Attorneys' Fees.** In the event any owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.2. **Amendment.** The provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of Parcel 1 and Parcel 2, evidenced by a document that has been fully executed and

acknowledged by all such record owners and recorded in the official records of the County Recorder of Lake County, Indiana.

7.3. **No Waiver.** No waiver of any default of any obligation by any owner shall be implied from any omission by the owner to take any action with respect to such default.

7.4. **No Agency.** Nothing in this Agreement shall be deemed or construed by either owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Owners.

7.5. **Covenants to Run with Land.** It is intended that each of the easements, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

7.6. **Severability.** Each provision of this Agreement and the application thereof to Parcel 1 and Parcel 2 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

7.7. **Time of Essence.** Time is of the essence of this Agreement.

7.8. **Governing Law.** The laws of the State of Indiana shall govern the interpretation, validity, performance, and enforcement of this Agreement.

8. **Notices.** All notices hereunder shall be in writing and personally delivered or sent by United States certified or registered mail, postage prepaid, or by overnight delivery service by national courier providing proof of receipt, addressed as follows:

If to Owner 1: Burr Street Development, LLC
100 South Wacker Drive, Suite 850
Chicago, Illinois 60606
Attn: Martin W. Hullman and Gerald W. Fogelson

with a copy to: Schain, Firsell & Burney, Ltd.
222 North LaSalle Street, Suite 1910
Chicago, Illinois 60602
Attn: Michael D. Firsell

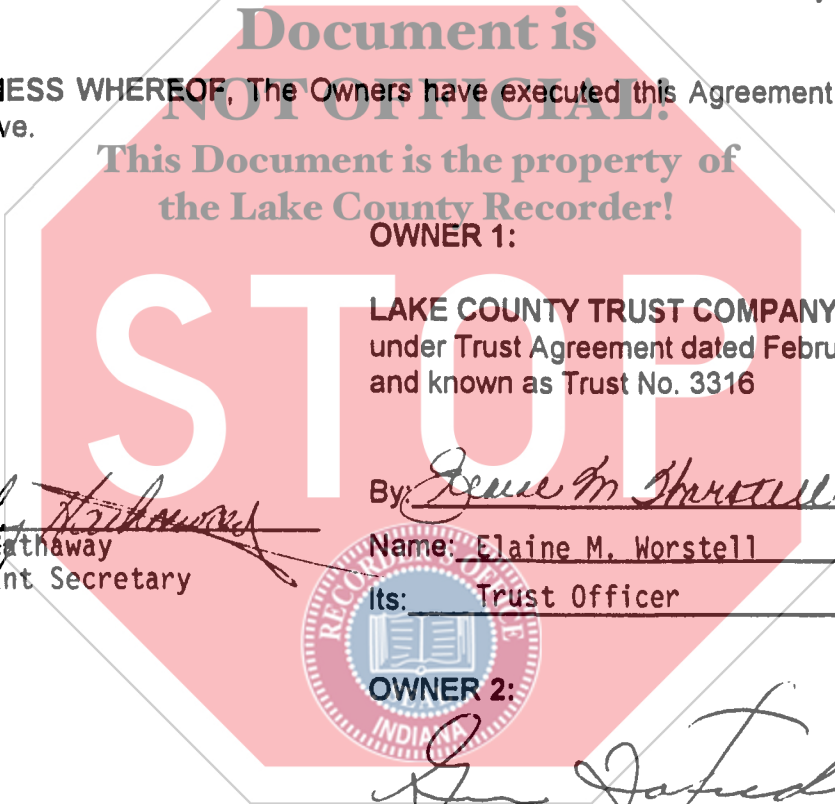
Owner 2: Gus Iatrides and Kay Iatrides
1432 35th Avenue
Munster, Indiana 46321

with a copy to:

and to Owner 1's and Owner 2's successors and assigns in title to all or any part of Parcel 1 or Parcel 2 at such addresses as shall be specified in writing by such owner to the other owners, with duplicates of such notice to be delivered to each building to be built on Parcel 1 and Parcel 2. Each owner, by like notice, may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

9. **Estoppel Certificates.** Each owner shall, upon request of another owner, deliver to the requesting owner or its designee within five (5) business days of the request, an estoppel certificate stating whether there are any defaults or sums of money due under this Agreement.

IN WITNESS WHEREOF, The Owners have executed this Agreement as of the date first written above.



OWNER 1:

LAKE COUNTY TRUST COMPANY, as Trustee
under Trust Agreement dated February 7, 1983,
and known as Trust No. 3316

ATTEST:

BY: Kathy Hathaway
Kathy Hathaway
Assistant Secretary

By: Elaine M. Worstell
Name: Elaine M. Worstell
Its: Trust Officer

OWNER 2:

Gus Iatrides
GUS IATRIDES
Kay Iatrides
KAY IATRIDES

Indiana
STATE OF ILLINOIS)
COUNTY OF lake) SS.

I, Michele GRATT, a Notary Public, do hereby certify that GUS IATRIDES and KAY IATRIDES personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of May 1998.

Michele M. Gratt
Notary Public

Document is
NOT OFFICIAL!
My Commission expires:
9-4-99
This Document is the property of
the Lake County Recorder!

INDIANA
STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

I, Laura T. Kleven, a Notary Public, do hereby certify that Elaine M. Worste]1* personally known to me to be the Trust Officer ** of LAKE COUNTY TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated February 7, 1983, and known as Trust No. 3316, and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that as such Trust Officer ***, s/he signed and delivered the said instrument on behalf of said Company, as Trustee, as her/his free and voluntary act and as the free, duly authorized and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 29th day of May, 1998.

Laura T. Kleven
Notary Public Laura T. Kleven

My Commission expires: 5-8-2000
Lake County, Indiana resident

* and Kathy Hathaway
** and Assistant Secretary
*** and Assistant Secretary

EXHIBIT "A"

Depiction of Parcel 1 and Parcel 2

To be attached.



EXHIBIT "B"

Legal Description of Parcel 1

COMMERCIAL OUTLOT "A" IN PARK CENTER OFFICES, UNIT 3, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS RECORDED IN PLAT BOOK 64, PAGE 45 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 30 AND 40 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 30 AND 40 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A CIRCULAR CURVE BEING CONVEX TO THE SOUTHWEST WHOSE CENTERLINE DATA PER INDIANA STATE HIGHWAY COMMISSION RECORDS AS FOLLOWS: RADIUS = 22,918.32 FEET, TANGENT = 1080.80 FEET, LENGTH = 2160.00 FEET, DEFLECTION ANGLE = 05 DEGREES, 24 MINUTES, 00 SECONDS, A DISTANCE OF 138.29 FEET (138.04 FEET DEEDED) ALONG SAID CURVE; THENCE SOUTH 00 DEGREES, 20 MINUTES, 07 SECONDS WEST AND PARALLEL WITH SAID WEST LINE, 278.14 FEET (264.44 FEET DEEDED); THENCE NORTH 89 DEGREES, 39 MINUTES, 53 SECONDS WEST, 132.25 FEET TO A POINT WHICH IS 40.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 00 DEGREES, 20 MINUTES 07 SECONDS EAST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 318.58 FEET (304.00 FEET DEEDED) TO THE POINT OF BEGINNING, CONTAINING 0.906 ACRES (0.85 ACRES DEEDED), MORE OR LESS.



EXHIBIT "C"

Legal Description of Parcel 2

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 30 AND 172.25 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 30 AND 172.25 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A CIRCULAR CURVE BEING CONVEX TO THE SOUTHWEST WHOSE CENTERLINE DATA PER INDIANA STATE HIGHWAY COMMISSION RECORDS AS FOLLOWS: RADIUS = 22,918.32 FEET, TANGENT = 1080.80 FEET, LENGTH = 2160.00 FEET, DEFLECTION ANGLE = $05^{\circ} 24' 00''$ A DISTANCE OF 157.30 FEET (157.02 FEET DEEDED) ALONG SAID CURVE; THENCE SOUTH $00^{\circ} 20' 07''$ WEST AND PARALLEL WITH SAID WEST LINE, 233.11 FEET (220.40 FEET DEEDED); THENCE NORTH $89^{\circ} 39' 53''$ WEST, 150.72 FEET TO A POINT WHICH IS 172.25 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTH EAST QUARTER; THENCE NORTH $00^{\circ} 20' 07''$ EAST, PARALLEL WITH SAID WEST LINE A DISTANCE OF 278.14 FEET (264.44 FEET DEEDED) TO THE POINT OF BEGINNING, CONTAINING 0.884 ACRES (0.85 ACRES DEEDED), MORE OR LESS. SUBJECT TO REAL PROPERTY TAXES NOT YET DUE AND PAYABLE; THE LIEN OF ALL ASSESSMENTS OF RECORD; ALL CONDITIONS, EASEMENTS, LEGAL DRAINS, RIGHTS-OF-WAY, COVENANTS, RESTRICTIONS AND LIMITATIONS, WHETHER VISIBLE OR OF RECORD.

ALSO

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 30 AND 322.97 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 322.97 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG A CIRCULAR CURVE BEING CONVEX TO THE SOUTHWEST WHOSE CENTERLINE DATA PER INDIANA STATE HIGHWAY COMMISSION RECORDS AS FOLLOWS: RADIUS = 22,918.32 FEET, TANGENT = 1080.80 FEET, LENGTH = 2160.00 FEET, DEFLECTION ANGLE = $05^{\circ} 24' 00''$, A DISTANCE OF 258.57 FEET (254.22 FEET DEEDED) ALONG SAID CURVE; THENCE SOUTH $15^{\circ} 47' 40''$ WEST, 55.40 FEET (45.00 FEET PLATTED); THENCE SOUTH $43^{\circ} 23' 24''$ WEST, 126.01 FEET; THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE BEING CONVEX TO THE SOUTHEAST WHOSE RADIUS = 50.00 FEET, TANGENT = 22.09 FEET (21.71 FEET DEEDED), DEFLECTION ANGLE = $47^{\circ} 40' 11''$ ($46^{\circ} 56' 39''$ DEEDED), A DISTANCE OF 41.60 FEET (40.97 FEET DEEDED) ALONG SAID CURVE; THENCE NORTH $89^{\circ} 39' 53''$ WEST, 110.45 FEET (111.01 FEET DEEDED) TO A POINT WHICH IS 322.97 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH $00^{\circ} 20' 07''$ EAST PARALLEL WITH SAID WEST LINE, A DISTANCE OF 233.11 FEET (220.40 FEET DEEDED) TO THE POINT OF BEGINNING, CONTAINING 0.951 ACRES (0.86 ACRES DEEDED), MORE OR LESS.