

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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KRWR File No. 07056.36225

MARY ANN STUKEL 28P
Will County Recorder
Will County
R 2002105588 Page 1 of 28
LMR Date 06/27/2002 Time 11:31:57
Recording Fees: 42.00

This space reserved for Recorder.

1389410 90831

GRANT AND ASSIGNMENT OF EASEMENTS

THIS GRANT AND ASSIGNMENT OF EASEMENTS (this "Grant") is made and entered into as of the 19th day of June, 2002, by and between (i) CENTERPOINT INTERMODAL LLC, an Illinois limited liability company (hereinafter referred to, together with its successors and assigns, as "Intermodal"), and (ii) ELWOOD INTERMODAL 1A LLC, a Delaware limited liability company ("SPE 1A"), ELWOOD INTERMODAL 1B LLC, a Delaware limited liability company ("SPE 1B"), and ELWOOD INTERMODAL 1C, LLC, a Delaware limited liability company ("SPE 1C," together with SPE 1A and SPE 1B, and their respective successors and assigns, the "Grantees"), as follows:

RECITALS:

A. Intermodal is the owner of fee-simple title to a parcel of real estate located in the CenterPoint Intermodal Center at Deer Run in the Village of Elwood, Will County, Illinois (the "Park"), which parcel is legally described in Exhibit A, attached hereto and by this reference incorporated herein (the "Lead Track Corridor").

B. Intermodal is also the owner of fee-simple title to a parcel of real estate located in the Park, which parcel is legally described in Exhibit B attached hereto and by this reference incorporated herein (the "Retaining Walls Parcel").

C. By virtue of that certain Assignment of Rail Easement dated August 2, 2000 and recorded with the Will County, Illinois Recorder (the "Recorder") as Document No. R-2000086273, Intermodal is the grantee of an Easement for Railroad Right of Way, Easement No. DACA27-2-00-072, from the Department of the Army (the "Army"), recorded with the Recorder as Document No. R-2000086267 (the "North Wye Easement"). The North Wye Easement encumbers the land described in Exhibit C attached hereto and by this reference incorporated herein (the "North Wye Rail Easement Parcel").

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D. Intermodal is also the grantee of a Railroad Easement, Easement No. DACA27-2-02-460, from the Army, recorded with the Recorder as Document No. R-2002-101086 (the "**M7West Easement**"). The M7West Easement encumbers the land described in **Exhibit D** attached hereto and by this reference incorporated herein (the "**M7West Easement Parcel**").

E. Intermodal is also the grantee of a Railyard Easement, Easement No. DACA27-2-020498 from the Army, recorded with Recorder as Document No. R-2002-101085 (the "**M8P Easement**"). The M8P Easement encumbers the land described in **Exhibit E** attached hereto and by this reference incorporated herein (the "**M8P Easement Parcel**").

F. Intermodal is also the grantee of a Roadway Easement, Easement No. DACA27-2-02-474, from the Army, recorded with the Recorder as Document No. R-2002-101087 (the "**M6 Easement**"). The M6 Easement encumbers the land described in **Exhibit F** attached hereto and by this reference incorporated herein (the "**M6 Easement Parcel**").

G. The Grantees are the owners, as tenants-in-common, of that certain parcel of land located in the Park and legally described in **Exhibit G** attached hereto and by this reference incorporated herein (the "**Intermodal Rail Yard**"). Concurrent herewith the Grantees, as landlord, and BNSF Trust 2002-A, a Delaware business trust (the "**Trust**"), all of the activities of which shall be conducted by Wilmington Trust Company, a Delaware banking corporation, as trustee for the Trust (the "**Improvements Owner**", which term includes the Trust), as tenant, are entering into a Ground Lease with respect to the Intermodal Rail Yard (the "**Ground Lease**"), pursuant to which the Improvements Owner shall lease the Intermodal Rail Yard and related easement areas, and shall be permitted to sublease the same. Concurrent herewith the Improvements Owner is entering into a Sublease with The Burlington Northern and Santa Fe Railway Company, a Delaware corporation ("**BNSF**"), with respect to the Intermodal Rail Yard (the "**Land Lease**").

H. BNSF is the owner of a certain railroad right-of-way in Will County, Illinois containing BNSF's mainline connecting Chicago, Illinois and Kansas City, Missouri (the "**Mainline**").

I. Concurrent herewith, BNSF is granting an easement to the Grantees over a portion of the Mainline, said portion being legally described in **Exhibit H** attached hereto and by this reference incorporated herein (the "**Mainline Easement Parcel**").

J. The Improvements Owner is the owner of certain improvements located within the Intermodal Rail Yard and the Mainline Easement Parcel, and concurrent herewith the Improvements Owner is leasing such improvements to BNSF pursuant to an Improvements Lease Agreement dated of even date herewith by and between the Improvements Owner and BNSF (the "**Improvements Lease**"). As used herein, the term "**Improvements**" shall have the same meaning as set forth in the Improvements Lease.

K. Grantees require an easement on and over the *Lead Track Corridor* for the purpose of: (i) access to and from the Intermodal Rail Yard, the North Wye Easement Parcel and the Mainline Easement Parcel, and (ii) permitting the Improvements Owner, BNSF, and their respective agents or designees, to construct, operate, maintain, repair and replace railroad lead

tracks, switches, signals, signal towers, signal lines and related facilities (collectively, the "**Track Facilities**") within the Lead Track Corridor.

L. Grantees require an easement on and over the Retaining Walls Parcel for the purpose of permitting the Improvements Owner, BNSF, and their respective agents or designees, to construct, maintain, repair and replace two (2) retaining walls (collectively, the "**Retaining Walls**") within the Retaining Walls Parcel.

M. Grantees require an assignment that will permit it and others to use the North Wye Easement for the purpose of, among other things: (i) access to and from the Intermodal Rail Yard, the Lead Track Corridor, and the Mainline Easement Parcel, and (ii) permitting the Improvements Owner, BNSF and their respective agents or designees, to construct, operate, maintain, repair and replace Track Facilities within the North Wye Rail Easement Parcel.

N. Grantees require an assignment that will permit it and others to use the M6 Easement for the purpose of access to and from the Intermodal Rail Yard.

O. Grantees require an assignment that will permit it and others to use the M7West Easement for the purpose of, among other things: (i) access to and from two portions of the Intermodal Rail Yard as depicted in the Site Plan, and (ii) permitting the Improvements Owner, BNSF and their respective agents or designees, to construct, operate, maintain, repair and replace Track Facilities within the M7West Easement Parcel.

P. Grantees require an assignment that will permit it and others to use the M8P Easement for the purpose of, among other things, permitting the Improvements Owner, BNSF, and their respective agents or designees to construct, operate, maintain, repair and replace Track Facilities (and other facilities related to the operations being conducted at the Intermodal Rail Yard, including, without limitation, parking facilities) within the M8P Easement Parcel.

Q. Intermodal is willing to grant the easements described above over the Lead Track Corridor and the Retaining Walls Parcel and to assign the rights under the North Wye Easement, the M7 West Easement, the M8P Easement and the M6 Easement so that Grantees and others may have the benefit of the use thereof, on the terms and conditions hereinafter set forth.

R. Intermodal and the Grantees, and their respective successors and assigns, are hereafter sometimes referred to collectively as the "**Parties**" and individually as a "**Party**." The Lead Track Corridor, the Retaining Walls Parcel, the North Wye Rail Easement Parcel, the M7West Easement Parcel, the M8P Easement Parcel and the M6 Easement Parcel (or portions thereof, if applicable) are hereafter sometimes referred to collectively as the "**Parcels**" and individually as a "**Parcel**."

PROVISIONS:

NOW, THEREFORE, in consideration of the mutual covenants herein made, the parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as though fully set forth in this Paragraph 1.

2. **Grant of Lead Track Easements.** Intermodal hereby grants and conveys to the Grantees certain perpetual easements (the "**Lead Track Corridor Easements**"), appurtenant to the Mainline, the Mainline Easement Parcel, the North Wye Easement Parcel, the Intermodal Rail Yard, the Retaining Walls Parcel, the M8P Easement Parcel, the M7West Easement Parcel and the M6 Easement Parcel, but subject to the reservations hereinafter set forth, over, under, upon, and through the Lead Track Corridor, as follows:

(a) a nonexclusive easement for railroad operations over, across, in and upon the Lead Track Corridor;

(b) a nonexclusive easement (the "**Facilities Easement**") for the construction, repair, maintenance, replacement, use, and operation of any now existing or hereafter constructed Track Facilities located within the Lead Track Corridor; and

(c) a nonexclusive easement for vehicular ingress and egress by and for railroad personnel and contractors in order to have access to the Track Facilities located within the Lead Track Corridor and for the purpose of constructing, maintaining, repairing, and replacing same pursuant to the Facilities Easement.

3. **Grant of Retaining Walls Easement.** Intermodal hereby grants and conveys to the Grantees a perpetual easement (the "**Retaining Walls Easement**"), appurtenant to the Intermodal Rail Yard, but subject to the reservations hereinafter set forth, over, under, upon and through the Retaining Walls Parcel, as follows:

(a) a non-exclusive easement for the construction, operation, maintenance, repair and replacement of the Retaining Walls within the Retaining Walls Parcel. Notwithstanding the foregoing, Grantees acknowledge and agree that under no circumstances shall Grantees have the right to remove the Retaining Walls from the Retaining Walls Parcel.

4. **Non-Exclusive Assignment of North Wye Easement.** Intermodal hereby transfers, assigns, grants and conveys to the Grantees the concurrent use of the rights and benefits of grantee under the North Wye Easement. With respect to their use and enjoyment of the North Wye Easement, the Grantees shall comply with the terms of the North Wye Easement, and Grantees do hereby agree to assume any obligations and liabilities under the North Wye Easement arising from or caused by the acts or omissions of the Grantees.

5. **Non-Exclusive Assignment of M6 Easement.** Intermodal hereby transfers, assigns, grants and conveys to the Grantees the concurrent use of the rights and benefits of grantee under the M6 Easement. With respect to their use and enjoyment of the M6 Easement, the Grantees shall comply with the terms of the M6 Easement, and Grantees do hereby agree to assume any obligations and liabilities under the M6 Easement arising from or caused by the acts or omissions of the Grantees.

6. **Assignment of M7West Easement.** Intermodal hereby transfers, assigns, grants, and conveys to the Grantees all of Intermodal's right, title and interest as grantee under the M7West Easement. With respect to their use and enjoyment of the M7West Easement, the Grantees shall comply with the terms of the M7West Easement, and Grantees do hereby agree to assume any obligations and liabilities under the M7West Easement arising from or caused by the acts or omissions of the Grantees.

7. **Assignment of M8P Easement.** Intermodal hereby transfers, assigns, grants and conveys to the Grantees all of Intermodal's right, title and interest as grantee under the M8P Easement. With respect to their use and enjoyment of the M8P Easement, the Grantees shall comply with the terms of the M8P Easement, and Grantees do hereby agree to assume any obligations and liabilities under the M8P Easement arising from or caused by the acts or omissions of the Grantees. Notwithstanding the foregoing, the Grantees do not assume the obligations and liabilities of Intermodal as set forth in Paragraph 2 of the M8P Easement, it being the intent that the obligations and liabilities (including the indemnity and hold harmless obligations) set forth in Paragraph 2 of the M8P Easement shall be chargeable only to Intermodal; and Intermodal hereby agrees to retain its obligations and liabilities set forth in Paragraph 2 of the M8P Easement.

8. **Consent to Leasing and Subleasing.** Intermodal acknowledges and expressly consents to (i) the Grantees' right to lease the Lead Track Corridor Easements, the North Wye Easement, the M7West Easement, the M8P Easement, the Retaining Walls Easement and the M6 Easement (hereinafter collectively referred to as the "Easements") under and as part of the Ground Lease, and (ii) the Improvements Owner's right to sublease the Easements under and as part of the Land Lease. Notwithstanding anything to the contrary contained herein, including specifically the reservations set forth below at Paragraph 10, such leasing and subleasing shall entitle and permit the Improvements Owner and BNSF to the benefits of the Easements.

As an inducement to Intermodal to grant the foregoing acknowledgement and consents, the Improvements Owner and the BNSF are executing the Joinders attached hereto and incorporated herein by this reference.

9. **Compliance with Laws.** All construction, maintenance, repairs, replacement and operation of the Parcels by Grantees, Improvements Owner, BNSF, and/or their respective agents or designees, as the case may be (hereinafter, collectively referred to as the "**Benefited Parties**"), shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively, "**Laws**"). This Grant does not abrogate, supersede or otherwise limit Grantees' obligations under any applicable Laws requiring the applicable Benefited Parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, repair, replace or operate the Track Facilities on any portion of the Parcels as contemplated herein.

10. **Reservations.** The Easements granted pursuant to Paragraphs 2 and 3 hereof and the assignments of the North Wye Easement and the M6 Easement granted pursuant to Paragraphs 4 and 5 hereof shall be non-exclusive in nature and shall be subject to the following reservations:

(a) Except as expressly transferred, assigned, granted or conveyed by this Grant, Intermodal reserves all rights with respect to the Parcels so long as the exercise by

Intermodal of such rights does not unreasonably interfere with any of the Benefited Parties' use of the Parcels, including, but not limited to, the right to use the Track Facilities and the right to grant additional access, utility and other easements over, upon, across and under the North Wye Easement Parcel, the Lead Track Corridor and the M6 Easement Parcel; provided, however, the rights reserved herein shall be subject to the terms of the Sole Rail Service Provider Agreement dated June 19, 2002, between Intermodal and The Burlington Northern and Santa Fe Railway, and recorded with the Recorder (the "Rail Service Agreement").

(b) Intermodal reserves the right to have concurrent use of the Track Facilities within the Lead Track Corridor, the North Wye Rail Easement Parcel and the Retaining Walls Parcel, in order to provide rail service to the Park; provided, however, the rights reserved herein shall be subject to the terms of the Rail Service Agreement.

(c) Intermodal reserves the right to have concurrent use of the rights and benefits of grantee under the North Wye Easement; provided, however, the rights reserved herein shall be subject to the terms of the Rail Service Agreement.

(d) Intermodal reserves the right to have concurrent use of the rights and benefits of grantee under the M6 Easement.

(e) Intermodal reserves of its right, title and interest as grantee under that certain Easement for Pipeline Right-of-Way, Easement No. DACA27-2-99-032, from the Department of the Army, recorded with the Recorder as Document R-2000086270.

11. Maintenance and Taxes.

(a) Grantees shall, at their sole cost and expense, maintain and repair the Parcels in a clean, unobstructed, sightly, safe, good and usable condition and in compliance with all Laws; provided, however, if Intermodal or anyone using the Parcels causes any damage to the Parcels or the Improvements (or any portion thereof), such applicable user shall be solely responsible for the repair thereof.

(b) Promptly hereafter Intermodal and the Grantees will file a real estate tax division petition to obtain separate permanent tax index numbers for each of the Parcels, other than the Retaining Walls Parcel and the M6 Parcel (collectively the "Tax Parcels"), to commence effective in tax year 2003 (it being understood that 2003 taxes are payable in 2004). Until such time as the Tax Parcels are separately divided for real estate tax purposes, real estate taxes shall be allocated between Intermodal and the Grantees as follows: To the extent that any Tax Parcel (or any portion thereof) is included in a tax parcel that contains other land, Grantees shall only pay a percentage of the applicable real estate tax bill. The percentage of the real estate tax bill to be paid by Grantees shall be equal to the number of acres of the Tax Parcel located within the tax parcel divided by the total number of acres contained in such tax parcel. Grantees shall pay all of the real estate taxes relating to the Improvements located on the Tax Parcels. Intermodal shall pay the balance of the applicable taxes. Such tax payments shall be paid by the Grantees to Intermodal within ten (10) business days after receipt by the Grantees

of a request for payment or reimbursement by Intermodal (but in no event shall Grantees be required to make payments more than five (5) days prior to the date such taxes are due and owing), which request shall include copies of the tax bills and calculations for the amounts due. Upon issuance of separate permanent tax index numbers for the Tax Parcels, Grantees shall pay all taxes affecting the Tax Parcels on or before the date when due. Grantor shall pay all taxes affecting the Retaining Walls Parcel and the M6 Parcel.

12. Default.

(a) In the event that any Party obligated hereunder (the "**Obligated Party**") fails to undertake and perform punctually and properly any of its duties or obligations set forth herein, then the other Party or beneficiary hereof including tenants (collectively, the "**Other Party**") shall, other than in Emergency Circumstances (defined below), in which event no notice shall be required, give the Obligated Party written notice of such failure and shall give the Obligated Party thirty (30) days after such notice to commence and to perform properly such duty or obligation. If the Obligated Party fails to so commence, undertake and perform properly such duty or obligation within such thirty (30) day period and thereafter continue to perform such duty with reasonable diligence, then the Other Party may, but shall not be required to, undertake such duty or obligation for and on behalf of the Obligated Party, in which case all reasonable and necessary costs and expenses of same shall be paid to the Other Party by the Obligated Party promptly upon demand together with interest thereon at a rate per annum equal to the lesser of: (i) ten percent (10%); or (ii) the maximum rate permitted by law until paid and together with all reasonable attorneys' fees and costs of litigation incurred by the Other Party in connection with its efforts to collect such amount (such sums are hereinafter collectively referred to as "**Obligations**"). The term "**Emergency Circumstances**" shall mean a situation which has caused or is likely to cause bodily injury to persons, contamination of or physical damage to the Parcels or any portion thereof or adjoining property or economic liability or criminal jeopardy to Intermodal.

So long as the Ground Lease and Land Lease are in effect, the Other Party shall, concurrently with delivery of written notice to the Obligated Party, also deliver a copy of such written notice to the Improvements Owner and BNSF at the addresses set forth below.

(b) In the event of any violation or threatened violation by any Obligated Party, or such Obligated Party's lessee or tenant from time to time of any portion of the Parcels, of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, any or all of the Other Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) If an Obligated Party fails to pay any Obligation within thirty (30) days after written notice from the Other Party, then in addition to all other rights and remedies of the Other Party as herein set forth, the Other Party shall have a lien on the portion of the Intermodal Rail Yard owned by the Obligated Party ("**Obligated Party's Parcel**") upon filing thereof by the Other Party with the Recorder, which lien shall run with the land and be binding on the Obligated Party and its successors and assigns. Such lien (i) shall be

subject and subordinate to the lien of each and every mortgage, lease and sublease of the Obligated Party's Parcel, including, without limitation, the Ground Lease and the Land Lease; and (ii) may be enforced by all available legal methods of collection including, but not limited to, the foreclosure of such lien by the Other Party in like manner as a mortgage on real property, or the Other Party may institute suit against the Obligated Party for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Obligated Party shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Other Party. The Other Party shall have the right to bid on the Obligated Party's Parcel at foreclosure or other legal sale to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

(d) *The remedies set forth herein shall be cumulative and the exercise of one remedy shall not be deemed to be a waiver of or prevent the exercise of any other remedy.*

13. **Release of Claims; Indemnity.** Grantees assume sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Parcels (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, replacement or repair of the Track Facilities) by Grantees, its agents, employees and contractors, and for those claiming through any of them (collectively, the "**Grantees Group**") except to the extent the same are caused by Grantor's negligence. Grantees, for itself and for those claiming through Grantees, hereby releases Intermodal, its members, officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns)(collectively, the "**Intermodal Indemnitees**") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Intermodal Indemnitees in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Parcels (including, without limitation, any such liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses that may arise as a result of the construction, maintenance, restoration, operation, replacement or repair of the Parcels or any improvements thereto) by the Grantees Group, except to the extent the same arise as a result of the operations, or the use of the Parcels by Grantor. Grantees hereby agree to indemnify, defend and hold harmless the Intermodal Indemnitees from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonably attorneys' fees and litigation costs incurred by the Intermodal Indemnitees in connection therewith) and for any and all loss of life, injury to persons or damage to property which is directly or indirectly due to the activities, operations or use of the Parcels (including, without limitation, any such loss, injury or damage due to the construction, maintenance, restoration, operation, replacement or repair of the Track Facilities or any improvements thereto) by the Grantees Group, except to the extent the same arise as a result of the operations, or the use of the Parcels by Grantor.

14. **No Lien.** Grantees shall not permit any lien to be filed against the Parcels or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Parcels at the direction or sufferance of any member of the Grantees Group. In the event of any such lien attaching to the Parcels or any improvements thereon, Grantees shall immediately have such lien released and failure by Grantees to do so shall constitute a breach of this Grant.

15. **No Warranties; Integration.** Grantees acknowledge that Grantees have not been induced in the making, execution and delivery of this Grant by any representations, statements, warranties or agreements of Intermodal. This Grant embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "**Intermodal**" and "**Grantees**" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

16. **Covenants Run with the Land; Successors and Assigns.** The Easements and all other rights, privileges, covenants, conditions, and restrictions contained herein shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the Parties, and their respective tenants, successors and assigns.

17. **Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Grant shall entitle any party to cancel, rescind or otherwise to terminate this Grant, but such limitation shall not affect in any manner, any other rights or remedies which such party may have hereunder by reason of any breach of this Grant. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value but such covenants or restrictions shall be binding upon and effective against the Party which owns any Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

18. **Notices.** All notices, consents, approvals to or demands upon or by Party desired or required to be given under the provisions hereof, shall be in writing. Any notices or demands from an Party to any other Party shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to such other Party at the address of the assessee on the then most recent real estate tax bill for such Party's Parcel, or at such other address as an Party may theretofore have furnished by written notice to the other Party. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused.

The addresses of the Improvements Owner and BNSF for notice purposes are as follows:

If to the Improvement Owner:

Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001
Attn: Corporate Trust Administrator (BNSF 2002-A)

If to BNSF:

The Burlington Northern and Santa Fe Railway Company
2500 Lou Menk Drive
Fort Worth, Texas 76131-2828
Attn: Assistant Vice President – Finance and Treasurer

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Intermodal and the Grantees have executed this Grant as of the date first above written.

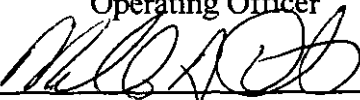
INTERMODAL:

CENTERPOINT INTERMODAL LLC, an Illinois limited liability company

By: **CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, its sole member and manager**

By: 

Name: Michael M. Mullen
Title: President and Chief Operating Officer

By: 

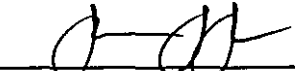
Name: Michael Tortorici
Title: Assistant Secretary

GRANTEES:

ELWOOD INTERMODAL 1A LLC, a Delaware limited liability company

By: **CENTERPOINT INTERMODAL LLC, an Illinois limited liability company, its sole member and manager**

By: **CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, its sole member and manager**

By: 

Name: Michael M. Mullen
Title: President and Chief Operating Officer

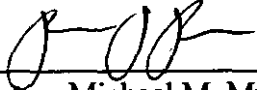
By: 

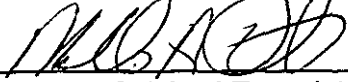
Name: Michael Tortorici
Title: Assistant Secretary

ELWOOD INTERMODAL 1B LLC, a Delaware limited liability company

By: **CENTERPOINT INTERMODAL LLC**, an Illinois limited liability company, its sole member and manager

By: **CENTERPOINT PROPERTIES TRUST**, a Maryland real estate investment trust, its sole member and manager

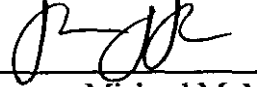
By: 
Name: Michael M. Mullen
Title: President and Chief Operating Officer


By: 
Name: Michael Tortorici
Title: Assistant Secretary

ELWOOD INTERMODAL 1C LLC, a Delaware limited liability company

By: **CENTERPOINT INTERMODAL LLC**, an Illinois limited liability company, its sole member and manager

By: **CENTERPOINT PROPERTIES TRUST**, a Maryland real estate investment trust, its sole member and manager


By: 
Name: Michael M. Mullen
Title: President and Chief Operating Officer

By: 
Name: Michael Tortorici
Title: Assistant Secretary

JOINDER

In consideration of Intermodal's acknowledgement of and consent to the Grantees' lease of the Easements to the Improvements Owner under and as part of the Ground Lease, with respect to the Improvement Owner's use and enjoyment of the Easements, the Improvements Owner shall comply with the terms of the Easements and does hereby agree to assume any obligations and liabilities under the Easements arising from or caused by the acts or omissions of the Grantees. Notwithstanding the foregoing, the Improvements Owner does not assume the obligations and liabilities of Intermodal as set forth in Paragraph 2 of the M8P Easement, it being the intent that the obligations and liabilities (including the indemnity and hold harmless obligations) set forth in Paragraph 2 of the M8P Easement shall be chargeable only to Intermodal; and Intermodal shall to retain its obligations and liabilities set forth in Paragraph 2 of the M8P Easement, in accordance with Paragraph 7 of this Grant.

WILMINGTON TRUST COMPANY, a
Delaware banking corporation, not personally but as
Trustee under BNSF Trust 2002-A

By: 

Name: _____
Title: _____
W. Chris Sponenberg
Vice President

JOINDER

In consideration of Intermodal's acknowledgement of and consent to the Improvements Owners' sublease of the Easements to BNSF under and as part of the Land Lease, with respect to BNSF's use and enjoyment of the Easements, BNSF shall comply with the terms of the Easements and does hereby agree to assume any obligations and liabilities under the Easements arising from or caused by the acts or omissions of BNSF. Notwithstanding the foregoing, BNSF does not assume the obligations and liabilities of Intermodal as set forth in Paragraph 2 of the M8P Easement, it being the intent that the obligations and liabilities (including the indemnity and hold harmless obligations) set forth in Paragraph 2 of the M8P Easement shall be chargeable only to Intermodal; and Intermodal shall to retain its obligations and liabilities set forth in Paragraph 2 of the M8P Easement, in accordance with Paragraph 7 of this Grant.

**THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY**, a Delaware
corporation

By: _____


Name: James J. O'Neil

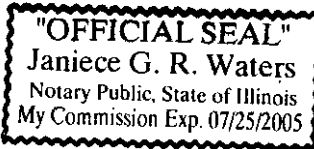
Title: Assistant Vice President-
Property and Facility Management

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janiece G.R. Waters, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael M. Mullen and Michael Tortorici, personally known to me to be the President and Chief Operating Officer and Assistant Secretary, respectively, of CENTERPOINT PROPERTIES TRUST, as sole member of CenterPoint Intermodal LLC, an Illinois limited liability company, and 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 as such they signed and delivered the said instrument pursuant to proper authority given by said trust, as their free and voluntary act, and as the free and voluntary act and deed of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2002.

[Handwritten signature of Janiece G.R. Waters]
Notary Public



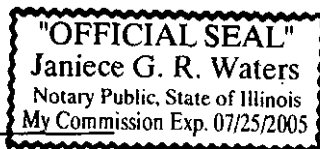
My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janiece G.R. Waters, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael M. Mullen and Michael Tortorici, personally known to me to be the President and Chief Operating Officer and Assistant Secretary, respectively, of CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, as sole member and manager of CENTERPOINT INTERMODAL LLC, an Illinois limited liability company, as sole member and manager of ELWOOD INTERMODAL 1A LLC, a Delaware limited liability company, and 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 as such they signed and delivered the said instrument pursuant to proper authority given by said trust, as their free and voluntary act, and as the free and voluntary act and deed of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2002.

[Handwritten signature of Janiece G.R. Waters]
Notary Public



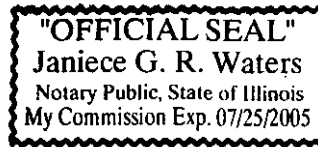
My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janiece G.R. Waters, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael M. Mullen and Michael Tortorici, personally known to me to be the President and Chief Operating Officer and Assistant Secretary, respectively, of CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, as sole member and manager of CENTERPOINT INTERMODAL LLC, an Illinois limited liability company, as sole member and manager of ELWOOD INTERMODAL 1B LLC, a Delaware limited liability company, and 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 as such they signed and delivered the said instrument pursuant to proper authority given by said trust, as their free and voluntary act, and as the free and voluntary act and deed of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2002.

Janiece G.R. Waters
Notary Public



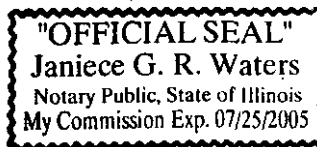
My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janiece G.R. Waters, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael M. Mullen and Michael Tortorici, personally known to me to be the President and Chief Operating Officer and Assistant Secretary, respectively, of CENTERPOINT PROPERTIES TRUST, a Maryland real estate investment trust, as sole member and manager of CENTERPOINT INTERMODAL LLC, an Illinois limited liability company, as sole member and manager of ELWOOD INTERMODAL 1C LLC, a Delaware limited liability company, and 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 as such they signed and delivered the said instrument pursuant to proper authority given by said trust, as their free and voluntary act, and as the free and voluntary act and deed of said trust for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2002.

Janiece G.R. Waters
Notary Public



My commission expires: _____

STATE OF Delaware SS
COUNTY OF New Castle

I, Kathleen A. Pedelini, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mr. Chris Sponenberg, personally known to me to be the Vice President, of WILMINGTON TRUST COMPANY, a Delaware banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as he signed and delivered the said instrument pursuant to proper authority given by said banking corporation, as (his/her) free and voluntary act, and as the free and voluntary act and deed of said banking corporation for the uses and purposes therein set forth.

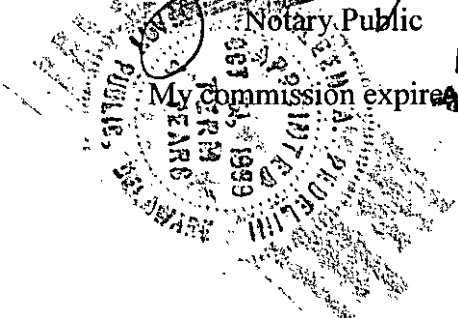
GIVEN under my hand and notarial seal this 19th day of June, 2002.

Kathleen A. Pedelini

Notary Public

**KATHLEEN A. PEDELINI
NOTARY PUBLIC-DELAWARE**

My commission expires Commission Expires Oct 31, 2002



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STATE OF)
) SS
COUNTY OF)

I, Becky Jo Eytcheson, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James J. O'Neil, personally known to me to be the Assistant Vice President-Property and Facility Management, of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority given by said corporation, as (his/her) free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of June, 2002.

Becky Jo Eytcheson
Notary Public

My commission expires: 3/30/2006

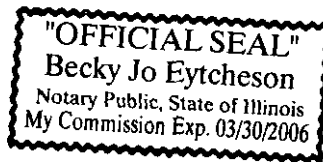


EXHIBIT A

LEGAL DESCRIPTION OF LEAD TRACK CORRIDOR

CENTERPOINT INDUSTRIAL PARK LEAD TRACK EASEMENT

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1214.73 FEET TO THE NORTHWESTERLY CORNER OF LOT 2 - BLOCK 4, IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION OF PART OF SECTION 29 AND 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTION 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002, AS DOCUMENT NUMBER R2002-094161; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG AFORESAID NORTH LINE, 33.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26 DEGREES 39 MINUTES 02 SECONDS EAST 648.84 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES 58 SECONDS WEST 30.00 FEET TO A POINT ON THE WESTERLY LINE OF AFORESAID LOT 2 - BLOCK 4; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 957.19 FEET, THENCE WESTERLY 1447.37 FEET ALONG SAID CURVE THE CHORD OF WHICH BEARS SOUTH 84 DEGREES 58 MINUTES 40 SECONDS WEST 1313.37 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTE FE RAILROAD (formerly the Chicago and Alton Railroad); THENCE SOUTH 18 DEGREES 09 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 560.78 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID SOUTHWEST QUARTER, WHICH IS 1435.76 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG SAID WEST LINE; THENCE NORTH 28 DEGREES 08 MINUTES 52 SECONDS EAST 72.30 FEET TO THE START OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 915.37 FEET, THENCE EASTERLY 1757.93 FEET, THE CHORD OF WHICH BEARS NORTH 74 DEGREES 00 MINUTES 29 SECONDS EAST 1499.96 FEET; THENCE SOUTH 42 DEGREES 57 MINUTES 17 SECONDS EAST 49.32 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 900.00 FEET, THENCE SOUTHERLY 289.44 FEET, THE CHORD OF WHICH BEARS SOUTH 38 DEGREES 16 MINUTES 35 SECONDS EAST 288.20 FEET; THENCE SOUTH 27 DEGREES 26 MINUTES 38 SECONDS EAST 77.89 FEET; THENCE SOUTH 26 DEGREES 39 MINUTES 02 SECONDS EAST 1053.23 FEET; THENCE SOUTH 23 DEGREES 47 MINUTES 11 SECONDS EAST 574.06 FEET; THENCE SOUTH 66 DEGREES 12 MINUTES 49 SECONDS WEST 30.00 FEET; THENCE SOUTH 23 DEGREES 47 MINUTES 11 SECONDS EAST 90.00 FEET; THENCE NORTH 66 DEGREES 12 MINUTES 49 SECONDS EAST 30.00 FEET; THENCE SOUTH 23 DEGREES 47 MINUTES 11 SECONDS EAST 10.70 FEET; THENCE SOUTH 25 DEGREES 01 MINUTES 26 SECONDS EAST 133.18 FEET TO THE START OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1065.37 FEET, THENCE SOUTHEASTERLY 550.65 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 42 DEGREES 15 MINUTES 41 SECONDS EAST 544.54 FEET; THENCE SOUTH 59 DEGREES 29 MINUTES 56 SECONDS EAST 133.18 FEET; THENCE SOUTH 60 DEGREES 44 MINUTES 10 SECONDS EAST 67.47 FEET; THENCE SOUTH 59 DEGREES 17 MINUTES 48 SECONDS EAST 126.14 FEET TO THE START OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 799.32 FEET, THENCE SOUTHEASTERLY 949.70 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 22 DEGREES 18 MINUTES 49 SECONDS EAST 894.82 FEET; THENCE SOUTH 12 DEGREES 26 MINUTES 06 SECONDS WEST 402.87 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2 - BLOCK 4 IN AFORESAID CENTERPOINT INTERMODAL CENTER AT DEER RUN; THENCE NORTH 16 DEGREES 06 MINUTES 33 SECONDS EAST ALONG SAID EASTERLY LINE, 1091.54 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 965.37 FEET, THENCE EASTERLY 271.44 FEET ALONG SAID CURVE AND ALONG THE NORTHERLY OF LOT 8 - BLOCK 4 IN AFORESAID CENTERPOINT INTERMODAL CENTER AT DEER RUN, THE CHORD OF WHICH BEARS SOUTH 79 DEGREES 52 MINUTES 41 SECONDS EAST 270.55 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY LINE,

542.87 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 00 SECONDS EAST 55.00 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 00 SECONDS WEST 477.70 FEET; THENCE NORTH 86 DEGREES 36 MINUTES 55 SECONDS WEST 128.24 FEET TO THE START OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 910.37 FEET, THENCE WESTERLY 192.68 FEET ALONG SAID CURVE THE CHORD OF WHICH BEARS NORTH 77 DEGREES 53 MINUTES 19 SECONDS WEST 192.32 FEET; THENCE NORTH 59 DEGREES 00 MINUTES 23 SECONDS WEST 240.19 FEET; THENCE NORTH 60 DEGREES 44 MINUTES 11 SECONDS WEST 515.06 FEET; THENCE NORTH 59 DEGREES 25 MINUTES 39 SECONDS WEST 126.50 FEET TO THE START OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 885.37 FEET, THENCE NORTHWESTERLY 403.66 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 43 DEGREES 41 MINUTES 36 SECONDS WEST 400.17 FEET; THENCE NORTH 27 DEGREES 57 MINUTES 34 SECONDS WEST 101.50 FEET; THENCE NORTH 63 DEGREES 20 MINUTES 58 SECONDS EAST 10.00 FEET; THENCE NORTH 27 DEGREES 00 MINUTES 51 SECONDS WEST 90.00 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES 58 SECONDS WEST 10.00 FEET; THENCE NORTH 26 DEGREES 39 MINUTES 02 SECONDS WEST 1449.14 FEET TO THE START OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5679.65 FEET, THENCE NORTHERLY 283.93 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 25 DEGREES 13 MINUTES 07 SECONDS WEST 283.90 FEET; THENCE NORTH 23 DEGREES 47 MINUTES 11 SECONDS WEST 184.88 FEET TO THE START OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2934.93 FEET, THENCE NORTHERLY 146.72 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 25 DEGREES 13 MINUTES 07 SECONDS WEST 146.70 FEET; THENCE NORTH 26 DEGREES 39 MINUTES 02 SECONDS WEST 798.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 23; THENCE SOUTH 88 DEGREES 08 MINUTES 48 SECONDS WEST ALONG SAID NORTH LINE, 132.19 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property known as: CenterPoint Intermodal Center
 and located at: Vicinity of Baseline and East Access
 Elwood, Illinois

Part of Permanent Index Numbers: 10-23-300-002-0000

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A1

EXHIBIT B

LEGAL DESCRIPTION OF RETAINING WALLS PARCEL

LEAD TRACK RETAINING WALL EASEMENT

COMMENCING AT THE NORTHWESTERN MOST CORNER OF LOT 8 - BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30 IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTIONS 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002 AS DOCUMENT NUMBER R2002-094161; SAID POINT BEING THE START OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 965.37 FEET, THENCE EASTERLY 271.44 FEET ALONG SAID CURVE AND ALONG THE NORTHERLY LINE OF SAID LOT 8 - BLOCK 4, THE CHORD OF WHICH BEARS SOUTH 79 DEGREES 52 MINUTES 41 SECONDS EAST 270.55 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY LINE 1737.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 56 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY LINE, 58.57 FEET TO THE START OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET, THENCE EASTERLY 385.17 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 74 DEGREES 28 MINUTES 37 SECONDS EAST 381.64 FEET; THENCE NORTH 24 DEGREES 09 MINUTES 56 SECONDS EAST 65.21 FEET TO THE START OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 885.00 FEET, THENCE WESTERLY 410.23 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 74 DEGREES 39 MINUTES 14 SECONDS WEST 406.57 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 00 SECONDS WEST 58.57 FEET; THENCE SOUTH 02 DEGREES 04 MINUTES 00 SECONDS WEST 65.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property known as: CenterPoint Intermodal Center
and located at: Vicinity of Baseline and East Access
Elwood, Illinois

Part of Permanent Index Numbers: 10-25-200-002-0010
10-25-200-002-0020

EXHIBIT C

LEGAL DESCRIPTION OF NORTH WYE RAIL EASEMENT PARCEL

NORTH LEG OF WYE EASEMENT

THAT PART OF THE NORTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD AND THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE 787.76 FEET TO THE NORTHWESTERLY CORNER OF LOT 2 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTIONS 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002, AS DOCUMENT NUMBER R2002-094161, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 08 MINUTES 48 SECONDS EAST ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID LOT 2 – BLOCK 4, A DISTANCE OF 132.19 FEET; THENCE NORTH 26 DEGREES 39 MINUTES 02 SECONDS WEST 793.27 FEET TO THE START OF A CURVE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 895.37 FEET; THENCE NORTHERLY 422.25 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 13 DEGREES 08 MINUTES 26 SECONDS WEST 418.35 FEET; THENCE NORTH 0 DEGREES 22 MINUTES 11 SECONDS EAST 287.42 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD; THENCE SOUTH 18 DEGREES 09 MINUTES 59 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 494.16 FEET; THENCE SOUTH 26 DEGREES 39 MINUTES 02 SECONDS EAST 1050.10 FEET TO THE POINT OF BEGINNING; IN WILL COUNTY, ILLINOIS.

Property known as: CenterPoint Intermodal Center
 and located at: Vicinity of Baseline and East Access
 Elwood, Illinois

Part of Permanent Index Numbers: 10-23-200-001-0000

EXHIBIT D**LEGAL DESCRIPTION OF M7 WEST EASEMENT PARCEL****M-7 RETURN TRACK EASEMENT**

THAT PART OF SECTION 35, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, CHANNAHON TOWNSHIP, WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 35 WITH A LINE PARALLEL WITH AND 25 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD, SAID INTERSECTION POINT BEING THE SOUTHWESTERLY CORNER OF LOT 7 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTIONS 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002, AS DOCUMENT NUMBER R2002-094161; THENCE NORTH 06 DEGREES 05 MINUTES 12 SECONDS EAST ALONG SAID PARALLEL LINE 254.34 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE WESTERLY LINES OF LOT 7 – BLOCK 4 AND LOT 8 – BLOCK 4 IN SAID CENTERPOINT INTERMODAL CENTER AT DEER RUN, NORTH 18 DEGREES 04 MINUTES 43 SECONDS WEST 1830.93 FEET; THENCE CONTINUING ALONG SAID PARALLEL LINE AND ALONG THE WESTERLY LINE OF SAID LOT 8 – BLOCK 4, NORTH 2 DEGREES 00 MINUTES 44 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 2 DEGREES 00 MINUTES 44 SECONDS WEST 763.00 FEET TO THE SOUTHERLY LINE OF LOT 9 – BLOCK 4 IN AFORESAID CENTERPOINT INTERMODAL CENTER AT DEER RUN; THENCE NORTH 87 DEGREES 59 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, 200.00 FEET TO A LINE PARALLEL WITH AND 225 FEET EASTERLY OF THE EXISTING PAVEMENT CENTER OF WEST TNT ROAD; THENCE SOUTH 2 DEGREES 00 MINUTES 44 SECONDS EAST ALONG SAID PARALLEL LINE 763.32 FEET TO THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF AFORESAID LOT 8 – BLOCK 4; THENCE SOUTH 88 DEGREES 04 MINUTES 42 SECONDS WEST ALONG SAID EASTERLY EXTENSION AND ALONG THE NORTHERLY LINE OF SAID LOT 8 – BLOCK 4, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property known as: CenterPoint Intermodal Center
and located at: Vicinity of Baseline and East Access
 Elwood, Illinois

Part of Permanent Index Numbers: 10-26-400-001-0010
 10-26-400-001-0020

EXHIBIT E

LEGAL DESCRIPTION OF M8P EASEMENT PARCEL

M8P TRACT EASEMENT

THAT PART OF SECTION 26, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 8 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30 IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTIONS 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002, AS DOCUMENT NUMBER R2002-094161; THENCE ALONG THE WESTERLY LINE OF SAID LOT 8 – BLOCK 4 AS FOLLOWS: SOUTH 16 DEGREES 06 MINUTES 33 SECONDS WEST 80.61 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1025.37 FEET, THENCE EASTERLY 286.05 FEET ALONG SAID CURVE THE CHORD OF WHICH BEARS SOUTH 79 DEGREES 55 MINUTES 38 SECONDS EAST 285.12 FEET, SOUTH 87 DEGREES 56 MINUTES 00 SECONDS EAST 129.23 FEET, SOUTH 82 DEGREES 43 MINUTES 43 SECONDS EAST 278.54 FEET, SOUTH 77 DEGREES 31 MINUTES 24 SECONDS EAST 388.97 FEET TO THE START OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 666.78 FEET, THENCE SOUTHEASTERLY 828.78 FEET ALONG SAID CURVE THE CHORD OF WHICH BEARS SOUTH 41 DEGREES 54 MINUTES 55 SECONDS EAST 776.45 FEET, SOUTH 88 DEGREES 04 MINUTES 04 SECONDS WEST 188.60 FEET, SOUTH 01 DEGREES 55 MINUTES 57 SECONDS EAST 965.68 FEET, SOUTH 32 DEGREES 50 MINUTES 39 SECONDS WEST 68.71 FEET, SOUTH 88 DEGREES 04 MINUTES 58 SECONDS WEST 6.09 FEET, SOUTH 32 DEGREES 50 MINUTES 39 SECONDS WEST 405.32 FEET, AND SOUTH 01 DEGREES 45 MINUTES 06 SECONDS EAST 422.50 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF AFORESAID LOT 8 – BLOCK 4, AS FOLLOWS: NORTH 88 DEGREES 26 MINUTES 35 SECONDS EAST 411.56 FEET, SOUTH 02 DEGREES 14 MINUTES 08 SECONDS EAST 716.02 FEET, SOUTH 33 DEGREES 23 MINUTES 57 SECONDS WEST 261.50 FEET, AND SOUTH 88 DEGREES 25 MINUTES 08 SECONDS WEST 617.05 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 06 SECONDS WEST 410.00 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 16 SECONDS EAST 489.26 FEET; THENCE NORTH 01 DEGREES 45 MINUTES 06 SECONDS WEST 177.50 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property known as: CenterPoint Intermodal Center
and located at: Vicinity of Baseline and East Access
Elwood, Illinois

Part of Permanent Index Numbers: 10-26-400-001-0010
10-26-400-001-0020

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EXHIBIT F

LEGAL DESCRIPTION OF M6 EASEMENT PARCEL

M6 ROAD EASEMENT

THAT PART OF SECTIONS 35 AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 36, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 6 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30 IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTIONS 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002 AS DOCUMENT NUMBER R2002-094161; THENCE SOUTH 87 DEGREES 56 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND ALONG THE SOUTH LINE OF SAID LOT 6 – BLOCK 4, A DISTANCE OF 1261.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6 – BLOCK 4; THENCE NORTH 02 DEGREES 03 MINUTES 28 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 6 – BLOCK 4, A DISTANCE OF 30.00 FEET TO THE SOUTHWESTERLY CORNER OF BASELINE ROAD, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R2001-115390; THENCE CONTINUING NORTH 02 DEGREES 03 MINUTES 28 SECONDS WEST ALONG THE WESTERLY LINE OF SAID ROADWAY DEDICATION, 100.00 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 38 SECONDS WEST 417.61 FEET TO THE START OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4950.00 FEET, THENCE WESTERLY 380.81 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 380.71 FEET TO THE START OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 6550.00 FEET, THENCE WESTERLY 492.34 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 46 MINUTES 06 SECONDS WEST 492.22 FEET, TO A POINT ON A LINE 165.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF AFORESAID SECTION 35; THENCE SOUTH 88 DEGREES 04 MINUTES 42 SECONDS WEST ALONG SAID PARALLEL LINE, 1406.09 FEET TO THE START OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 450.00 FEET, THENCE NORTHWESTERLY 855.35 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 37 DEGREES 28 MINUTES 07 SECONDS WEST 732.28 FEET; THENCE NORTH 16 DEGREES 59 MINUTES 05 SECONDS EAST 1480.09 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 36 SECONDS WEST 449.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 01 MINUTES 36 SECONDS WEST 997.97 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 13 SECONDS WEST 894.04 FEET TO THE START OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 315.00 FEET, THENCE NORTHERLY 129.86 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 10 DEGREES 14 MINUTES 23 SECONDS EAST 128.94 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 38 SECONDS EAST 75.48 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 36 SECONDS WEST 658.87 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 48 SECONDS WEST 37.34 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 12 SECONDS EAST 374.05 FEET TO THE START OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 375.00 FEET, THENCE SOUTHERLY 147.61 FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 09 DEGREES 40 MINUTES 22 SECONDS WEST 146.65 FEET; THENCE SOUTH 20 DEGREES 56 MINUTES 56 SECONDS WEST 138.56 FEET TO THE START OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 365.00 FEET, THENCE SOUTHERLY 143.46

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FEET ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 09 DEGREES 41 MINUTES 22 SECONDS WEST 142.54 FEET; THENCE SOUTH 01 DEGREES 34 MINUTES 13 SECONDS EAST 894.24 FEET; THENCE SOUTH 02 DEGREES 01 MINUTES 36 SECONDS EAST 998.08 FEET; THENCE NORTH 88 DEGREES 04 MINUTES 42 SECONDS EAST 50.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. Containing 3.1445 acres more or less.

EASEMENT NO.DACA27-2-02-474
JOLIET ARMY AMMUNITION PLANT, IL

Property known as: CenterPoint Intermodal Center
and located at: Vicinity of Baseline and East Access
Elwood, Illinois

Part of Permanent Index Numbers: 10-26-400-001-0010
10-26-400-001-0020

EXHIBIT G**LEGAL DESCRIPTION OF INTERMODAL RAIL YARD****BNSF LEASE SITE**

LOT 8 – BLOCK 4 AND LOT 9 – BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, BEING A SUBDIVISION OF PART OF SECTIONS 29 AND 30, IN TOWNSHIP 34 NORTH, RANGE 10 EAST AND PART OF SECTIONS 23, 25, 26, 35, AND 36, IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 7, 2002, AS DOCUMENT NUMBER R2002-094161, IN WILL COUNTY, ILLINOIS. Containing 586.67 acres more or less.

Property known as: CenterPoint Intermodal Center
and located at: Vicinity of Baseline and East Access
 Elwood, Illinois

Part of Permanent Index Numbers: 10-25-200-002-0010
 10-25-200-002-0020
 10-26-400-001-0010
 10-26-400-001-0020
 10-35-400-003-0000

EXHIBIT H

LEGAL DESCRIPTION OF MAINLINE EASEMENT PARCEL**BNSF MAINLINE IMPROVEMENTS EASEMENT**

THAT PART OF SECTIONS 14, 22, 23, 27, AND 34 IN TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 23; THENCE NORTH 01 DEGREES 20 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 1435.76 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE BURLINGTON, NORTHERN, AND SANTA FE (BNSF) RAILROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 18 DEGREES 09 MINUTES 59 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 1278.34 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID SOUTHWEST QUARTER, SAID POINT BEING 426.97 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG SAID NORTH LINE; THENCE CONTINUING NORTH 18 DEGREES 09 MINUTES 59 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF AFORESAID BNSF RAILROAD, 1508.88 FEET; THENCE NORTH 18 DEGREES 12 MINUTES 16 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 5984.95 FEET; THENCE NORTH 71 DEGREES 50 MINUTES 35 SECONDS WEST 97.39 FEET TO A POINT LOCATED AT STATION 2441+32.5994 (WEST BOUND MAIN (WBM)); THENCE SOUTH 18 DEGREES 09 MINUTES 25 SECONDS WEST 894.83 FEET TO A POINT WHICH IS 15 FEET EASTERLY OF THE POINT OF SWITCH OF THE NEW EAST BOUND MAIN (EBM); THENCE SOUTH 71 DEGREES 50 MINUTES 35 SECONDS EAST 26.65 FEET TO A POINT ON A LINE 70 FEET WESTERLY AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF AFORESAID BNSF RAILROAD; THENCE SOUTH 18 DEGREES 12 MINUTES 16 SECONDS WEST ALONG SAID PARALLEL LINE, 5090.99 FEET; THENCE SOUTH 18 DEGREES 09 MINUTES 59 SECONDS WEST ALONG SAID PARALLEL LINE, 2786.31 FEET; THENCE SOUTH 18 DEGREES 10 MINUTES 28 SECONDS WEST ALONG SAID PARALLEL LINE, 8021.12 FEET; THENCE NORTH 71 DEGREES 49 MINUTES 02 SECONDS WEST 10.76 FEET; THENCE SOUTH 17 DEGREES 18 MINUTES 18 SECONDS WEST 850.98 FEET TO A POINT LOCATED AT STATION 2617+76.7169 (WBM); THENCE SOUTH 72 DEGREES 41 MINUTES 42 SECONDS EAST 67.85 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID BNSF RAILROAD; THENCE NORTH 18 DEGREES 10 MINUTES 28 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 8870.97 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

Property known as: CenterPoint Intermodal Center
and located at: Vicinity of Baseline and East Access
Elwood, Illinois

Permanent Index Numbers:	10-14-502-001-0000	10-23-503-001-0000
	10-14-502-002-0000	10-23-503-002-0000
	10-14-502-003-0000	10-27-502-001-0000
	10-14-503-001-0000	10-27-502-002-0000
	10-14-503-002-0000	10-27-502-003-0000
	10-14-503-003-0000	10-27-503-001-0000
	10-22-502-002-0000	10-27-503-002-0000
	10-22-503-001-0000	10-34-502-001-0000
	10-23-502-001-0000	10-34-502-002-0000
	10-23-502-002-0000	10-34-503-001-0000
		10-34-503-002-0000