

Prepared By:
 Kevin P. Breslin
 Katz, Pondall, Weinberg and Richmond
 Suite 1800
 333 West Wacker Drive
 Chicago, IL 60606

Return To:
 Edward P. Graham
 Law Offices of Edward P. Graham, Cfr.
 112 S Washington Street, Suite 212
 Naperville, IL 60540

MARY ANN STUKEL
 Will County Recorder
 Will County
 R 2003256073
 PC2 Date 10/10/2003
 Recording Fees:
 21P
 Page 1 of 21
 Time 11:26:41
 35.00

EASEMENT AGREEMENT

Preamble

THIS EASEMENT AGREEMENT ("Agreement") dated as of the 18th day of September, 2003 ("Commencement Date") is entered into by and between the **VILLAGE OF ELWOOD**, an Illinois municipal corporation ("Grantee" or "Village"), and **CENTERPOINT INTERMODAL LLC**, an Illinois limited liability company ("Grantor"). The Grantor and the Grantee are at times collectively referred to hereinafter as the "Parties."

Recitals

WHEREAS, the Grantee is a home rule municipal corporation organized and existing under the laws of the State of Illinois and has among its purposes, *inter alia*, the construction and maintenance of various public utility systems, such as waste water collection, treatment, conveyance and discharge for the benefit of the public;

WHEREAS, the Grantor is an Illinois limited liability company organized and existing under the laws of the State of Illinois;

WHEREAS, the Grantee is constructing a new municipal waste water treatment plant and facility (the "WWTP") located on the land legally described in the attached Exhibit A which is incorporated herein by this reference and made a part hereof (the "WWTP Site") that will receive and treat waste water from the Village, all in accordance with applicable laws, rules, regulations, permits and all other governmental and lawful requirements now or hereafter in effect and pertaining thereto and any and all record easements, covenants or conditions affecting either the Pipeline or the Easement Premises (collectively, "All Lawful Requirements");

538187.3

1 of 21

WHEREAS, the Grantee desires to convey the waste water from the WWTP through a discharge or outfall pipeline (the "Pipeline") after its treatment in accordance with All Lawful Requirements, and to extract and convey water from the DesPlaines River in accordance with All Lawful Requirements;

WHEREAS, the Pipeline consists of (i) an existing pipeline or other enclosed underground conduit now existing within a portion of the Easement Premises (hereinafter defined) and (ii) a new underground pipeline (to be connected to the aforesaid existing pipeline) to be hereafter constructed by the Village within the Easement Premises at the location substantially as depicted in the attached Exhibit C which is incorporated herein by this reference and made a part hereof.

WHEREAS, the Grantee desires an easement from Grantor for (i) the construction of the new segment of the Pipeline within the portion of the Easement Premises as depicted in the attached Exhibit C, (ii) exclusive use, operation, repair and replacement of the Pipeline, for the sole purposes of conveying waste water from the WWTP which has been treated in accordance with All Lawful Requirements and of conveying water from the DesPlaines River in accordance with All Lawful Requirements, and (iii) for non-exclusive vehicular and pedestrian access to the Pipeline, all of the foregoing being at the sole cost and expense of Grantee; and Grantor is willing to grant such easement to Grantee, but only upon the terms and conditions of this Agreement and only with respect to the portion of Grantor's land legally described in Exhibit B which is incorporated herein by this reference and made a part hereof (the "Easement Premises").

NOW THEREFORE, in consideration for payment to Grantor in the amount of Ten Dollars (\$10.00) by Grantee, and for the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby quit-claims to Grantee and its successors and assigns, an easement (the "Village Pipeline Easement") over, across, underneath and through the Easement Premises for (i) the construction of the new segment of the Pipeline within the portion of the Easement Premises as depicted in the attached Exhibit C, (ii) exclusive use, operation, repair and replacement of the Pipeline, for the sole purposes of conveying waste water from the WWTP which has been treated in accordance with All Lawful Requirements and of conveying water from the DesPlaines River in accordance with All Lawful Requirements, and (iii) non-exclusive vehicular and pedestrian access to the Pipeline, all of the foregoing being at the sole cost and expense of Grantee. The Village Pipeline Easement shall be perpetual, subject however to termination as provided in Sections 2 and 7 hereof. The Parties hereby acknowledge and agree that the Village Pipeline Easement is appurtenant to the WWTP Site. Grantor shall not intentionally alter or change the Easement Premises in any way that would materially and adversely affect the Grantee's use and operation of the Pipeline in accordance with All Lawful Requirements, but Grantee acknowledges that Grantor does hereby expressly reserve the right to possess, occupy, improve and use the Easement

Premises in a manner that does not prohibit or unreasonably impede the Grantee's use and operation of the Pipeline in accordance with All Lawful Requirements.

2. **Term.** Other than by mutual written agreement of the Parties, this Village Pipeline Easement shall commence as of the date hereof and shall continue on a perpetual basis, unless and until such time as the Grantee shall either (i) cease to use the Pipeline for the purposes hereinabove permitted, and if such cessation shall continue for a continuous period of one (1) year, or (ii) a declaration by a court of lawful jurisdiction shall enter a final and non-appealable order declaring the an Event of Default has occurred hereunder.

3. **AS-IS Condition.** Grantee acknowledges and agrees that Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Pipeline and/or the Easement Premises, including, without limitation, the water, soil or geology of the Easement Premises, (b) the income to be derived by Grantee or others from the Pipeline and/or the Easement Premises, (c) the suitability of the Pipeline and/or the Easement Premises for any and all activities and uses which Grantee may conduct therein or thereon, (d) the compliance of or by the Pipeline and/or the Easement Premises or its operation with All Lawful Requirements or any of them, (e) the habitability, merchantability or fitness for a particular purpose of the Pipeline and/or the Easement Premises, or (f) any other matter with respect to the Pipeline and/or the Easement Premises, and specifically that Grantor has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Pipeline and/or the Easement Premises, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that, having been given the opportunity to inspect the Pipeline and/or the Easement Premises, Grantee is relying solely on its own investigation of the Pipeline and/or the Easement Premises and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Pipeline and/or the Easement Premises was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. **Grantee further acknowledges and agrees that, as a material inducement to the execution and delivery of this Agreement by Grantor, the conveyance of the Village Pipeline Easement as provided for herein is made on an "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."** Grantee acknowledges, represents and warrants that Grantee is not in a significantly disparate bargaining position with respect to Grantor in connection with the transaction contemplated by this Agreement; that Grantee freely and fairly agreed to this acknowledgment as part of the negotiations for the transaction contemplated by this Agreement; that Grantee is represented by legal counsel in connection with this transaction and Grantee has conferred with such legal counsel concerning this waiver. The terms and provisions of

this Section 3 shall survive the execution and delivery of this Agreement and/or the termination of hereof.

4. **Indemnity.** Except to the extent of Grantor's gross negligence or willful misconduct, and to the fullest extent permitted by law, Grantee hereby agrees to indemnify, hold harmless, protect and defend Grantor and Grantor's managers, members, agents, employees, invitees, affiliates, representatives and contractors (including subcontractors) from and against any and all claims, causes of action, liabilities, losses, costs, damages, whether foreseeable or unforeseeable, arising out of or related to any act, omission or neglect of Grantee, or Grantee's elected officials, agents, employees, representatives, contractors, subcontractors or affiliates (each, a "Grantee Related Party"), arising from or related to: (i) Grantee's or any Grantee Related Party's use, operation, repair, replacement or other activities concerning the Pipeline or the Easement Premises in every and any manner whatsoever, or (ii) Grantee's or any Grantee Related Party's violation or breach of this Agreement, or (iii) any liens, fees, taxes, charges, assessments or other governmental exactions arising from or related to use, operation, repair, replacement or other activities of Grantee or any Grantee Related Party related to or concerning the Pipeline or the Easement Premises, or (iv) fines, penalties, judgments, liens or other charges or exactions which may be or are imposed upon the Grantor or the Easement Premises arising from or related to the failure of Grantee or any Grantee Related Party to fully comply with All Lawful Requirements, or (v) substitute performance by Grantor of Grantee's obligations hereunder following an Event of Default, or (vi) attorneys fees and costs incurred by Grantor following an Event of Default hereunder, or (vii) mechanics' or materialmen's liens or claims to liens, and other statutory or common law charges related thereto, arising from or related to any work, labor, materials or improvements made, caused to be made or permitted to be made by Grantee or any Grantee Related Party on or about the Pipeline and/or the Easement Premises. The provisions of this Section 4 shall survive termination, cancellation or expiration of this Agreement. Notwithstanding anything to the contrary, in no event shall a present or future employee, trustee, president, other officeholder or agent of the Grantee have any liability for any of the foregoing, so long as such person was acting in his or her official capacity for the Village and was not acting recklessly, willfully or intentionally.

5. **Restoration.** Grantee shall, at its sole cost and expense and within a reasonable period of time not to exceed sixty (60) days (or such longer period of time as is reasonably necessary so long as the Grantee is acting with diligence), restore any and all portions of the Pipeline and/or Easement Premises disturbed or damaged by the use, operation, repair, replacement or abandonment of the Pipeline and/or the Village Pipeline Easement by Grantee or any Grantee Related Party, to substantially the same condition that existed on the Commencement Date, reasonable wear and tear excepted. If this Agreement is terminated, for whatever reason, at the request of Grantor the Grantee shall at its sole cost and expense remove so much of the Pipeline as did not exist in, on or under the Easement Premises as of the date hereof, and having removed same, Grantee shall forthwith comply with the restoration provisions in the preceding sentence of this Section 5.

6. **Insurance.** Grantee shall keep the Pipeline and Easement Premises insured against loss or damage by all casualties extended coverage perils and such other hazards as may reasonably be required by Grantor, for the full replacement value. Grantee shall also provide liability insurance with such limits for personal injury and death and property damage as Grantor may require in the minimum amount of Eight Million and No/100 Dollars (\$8,000,000.00) per occurrence. All policies of insurance to be furnished hereunder shall be in forms, amounts, and with insurance companies satisfactory to Grantor, naming Grantor as an additional insured, and with a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Grantor. Grantee shall deliver all policies, including additional and renewal policies, together with evidence of payment of premiums thereon, to Grantor, and in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days' prior to their respective dates of expiration.

7. **Event of Default.** If Grantee is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the Grantor with respect to a default which may be cured solely by payment of money or with respect to a failure of Grantee to carry and maintain the insurance as required under Section 6 hereof, or (b) thirty (30) days following receipt of notice from Grantor with respect to a default other than as stated in the preceding clause (a) (or such longer period as is reasonably necessary to commence and complete such non-monetary cure, provided the Grantee is acting with reasonable diligence and in good faith), then, in either event, the an Event of Default shall be deemed to have occurred under this Agreement, and Grantor may pursue any and all remedies available to it against Grantee hereunder and under applicable law, including, but not limited to, the right to terminate this Agreement.

8. **Running of Benefits and Burdens.** The terms and conditions of this Agreement are made for the benefit of Grantee and Grantor and their successors and assigns, and shall be covenants running with the land.

9. **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Illinois.

10. **Notices.** All legal notices required to be given to Grantor under this Agreement shall be delivered and addressed as follows:

CenterPoint Intermodal LLC
Attention: President
1808 Swift Drive
Oak Brook, Illinois 60523-1501

All legal notices required to be given to Grantee under this Agreement shall be delivered and addressed as follows:

Village of Elwood
 Attention: President or Administrator
 Elwood Village Hall
 201 West Mississippi
 Elwood, Illinois 60421

A Party may change its address for notice purposes, by giving the other Party a notice thereof in accordance with this paragraph.

11. **Invalidity.** If any provision of this Agreement shall be held invalid, the validity of the remainder hereof shall not be affected thereby.

12. **Incorporation.** All of the provisions and documents made reference in the Recitals and Preamble section hereunder are a material part of the Agreement and are hereby incorporated into the Agreement and made a part hereof.

13. **Counterparts.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes), but all of which together constitute one and the same instrument.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in the Agreement, no representations, warranties, or agreements have been made by Parties to the other with respect to this Agreement or the obligations of the Parties in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement or any exhibits or amendments hereto.

15. **Modification; Waiver.** This Agreement shall not be modified, extended or terminated other than as set forth herein, except by an instrument duly signed by both Parties. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

16. **Title and Quiet Possession.** So long as Grantee is in compliance with the terms and conditions of this Agreement, Grantee shall peaceably and quietly hold and enjoy its Village Pipeline Easement during the Term of this Agreement, subject to concurrent use by Grantor and its designees (so long as such concurrent use does not unreasonably interfere with Grantee's enjoyment of the Village Pipeline Easement), and subject to the acknowledgement that Grantor does not make any warranty or representation of title thereto.

17. **Perpetuities.** If a court of competent jurisdiction shall rule that this Grant violates the Rule Against Perpetuities, this Grant shall be deemed to be for a term of ninety-nine (99) years.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

GRANTOR:

CENTERPOINT INTERMODAL LLC

By: CenterPoint Properties Trust, its Manager

By: *Paul T. Ahern*

Name: **PAUL T. AHERN**
Title: **CHIEF INVESTMENT OFFICER**

Dated: 9/18, 2003

By: *Michael M. Mullen*

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

Dated: 9/18, 2003

GRANTEE:

THE VILLAGE OF ELWOOD, an Illinois municipal corporation

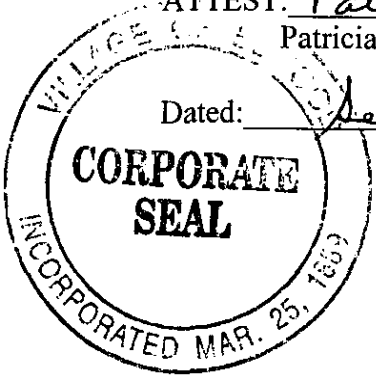
By: *Robert T. Blum*

Robert T. Blum, Village President

Dated: August 4, 2003

ATTEST: *Patricia Buchenau*
Patricia Buchenau, Village Clerk

Dated: Sept. 24, 2003

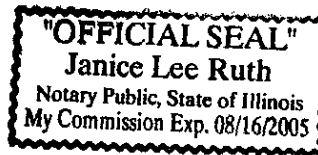


STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Janice Lee Ruth, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul T. Ahern and Michael M. Mullen, as Chief Investment Officer and President and Chief Operating Officer, respectively, of CENTERPOINT PROPERTIES TRUST, a Maryland Real Estate Investment Trust, being the Manager of CENTERPOINT INTERMODAL LLC, an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of September, 2003.

Janice Lee Ruth
Notary Public



STATE OF ILLINOIS)
COUNTY OF Will)

I, Dayna Richelle Salzmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert T. Blum and Patricia Buchenau, as President and Clerk, respectively, of THE VILLAGE OF ELWOOD, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of September, 2003.

Dayna Richelle Salzmann
Notary Public

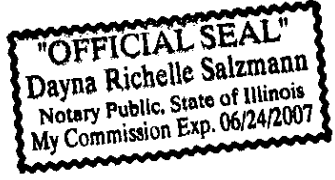


EXHIBIT A

[WWTP Site]

Lot 3 in Block 4 in CenterPoint Intermodal Center at Deer Run, being a subdivision of parts of Sections 29 and 30, in Township 34 North, Range 10 East of the Third Principal Meridian, and parts 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 R2002-94161, in Will County, Illinois.

PIN:

Common address:

EXHIBIT B

[Easement Premises]

A 30 FOOT EASEMENT OVER THAT PART OF LOT 1 IN BLOCK 4 AND PART OF LOT 2 IN BLOCK 4 IN CENTERPOINT INTERMODAL CENTER AT DEER RUN, 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 R2002-94161, LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 IN BLOCK 4; THENCE SOUTH 87 DEGREES 59 MINUTES 57 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 IN BLOCK 4, A DISTANCE OF 1215.03 FEET TO THE POINT OF BEGINNING OF AFORESAID CENTERLINE; THENCE NORTH 51 DEGREES 57 MINUTES 52 SECONDS WEST 495.06 FEET; THENCE NORTH 69 DEGREES 37 MINUTES 46 SECONDS WEST 240.09 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 54 SECONDS WEST 584.88 FEET; THENCE SOUTH 88 DEGREES 23 MINUTES 02 SECONDS WEST 421.56 FEET TO A POINT ON THE WESTERNMOST LINE OF SAID LOT 1 IN BLOCK 4, SAID POINT BEING 48.10 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1 IN BLOCK 4; THENCE CONTINUING SOUTH 88 DEGREES 23 MINUTES 02 SECONDS WEST 9.68 FEET; THENCE SOUTH 72 DEGREES 00 MINUTES 07 SECONDS WEST 250.00 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 16 SECONDS WEST 850.00 FEET; THENCE NORTH 74 DEGREES 00 MINUTES 30 SECONDS WEST 299.29 FEET; THENCE NORTH 59 DEGREES 53 MINUTES 37 SECONDS WEST 792.95 FEET; THENCE NORTH 57 DEGREES 25 MINUTES 38 SECONDS WEST 91.41 FEET; THENCE NORTH 50 DEGREES 09 MINUTES 01 SECONDS WEST 91.72 FEET; THENCE NORTH 29 DEGREES 49 MINUTES 51 SECONDS WEST 92.52 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 29 SECONDS WEST 238.92 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF AFORESAID SECTION 26, SAID POINT BEING 1.86 FEET WEST OF THE NORTHEAST 1/4 OF THE SAID NORTHWEST 1/4; THENCE NORTH 26 DEGREES 39 MINUTES 02 SECONDS WEST 2904.69 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF AFORESAID DECTION 23, SAID POINT BEING 49.73 FEET WEST OF THE NORTHEASTERLY CORNER OF AFORESAID LOT 2 IN BLOCK 4, AND SAID POINT BEING THE POINT OF TERMINUS OF THE AFORESAID CENTERLINE, IN WILL COUNTY, ILLINOIS.

PIN:

Common Address:

EXHIBIT C

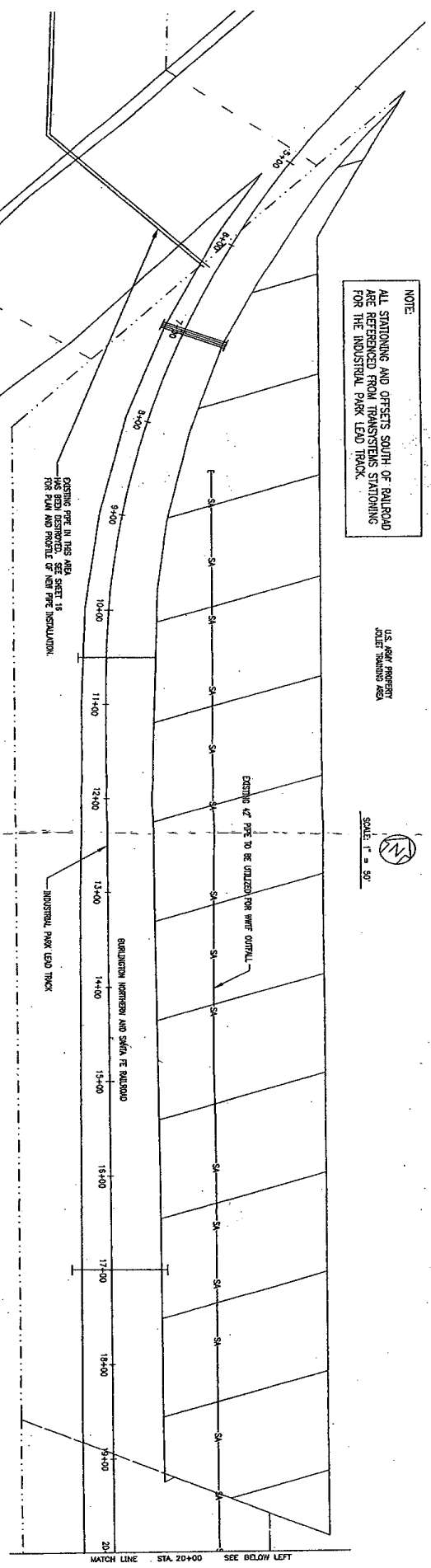
[Plan Sheet – New Pipeline Segment]

Copyright © 2003 by BAKER & WOODCOCK, Inc.
 1111 North Lincoln Road, Suite 1000, Lincoln, IL 62556
 License No. 18-001121 - EXPIRES 4/30/2003

NOTE:
 ALL STATIONING AND OFFSETS SOUTH OF RAILROAD
 ARE REFERENCED FROM TRANSSYSTEMS STATIONING
 FOR THE INDUSTRIAL PARK LEAD TRACK.

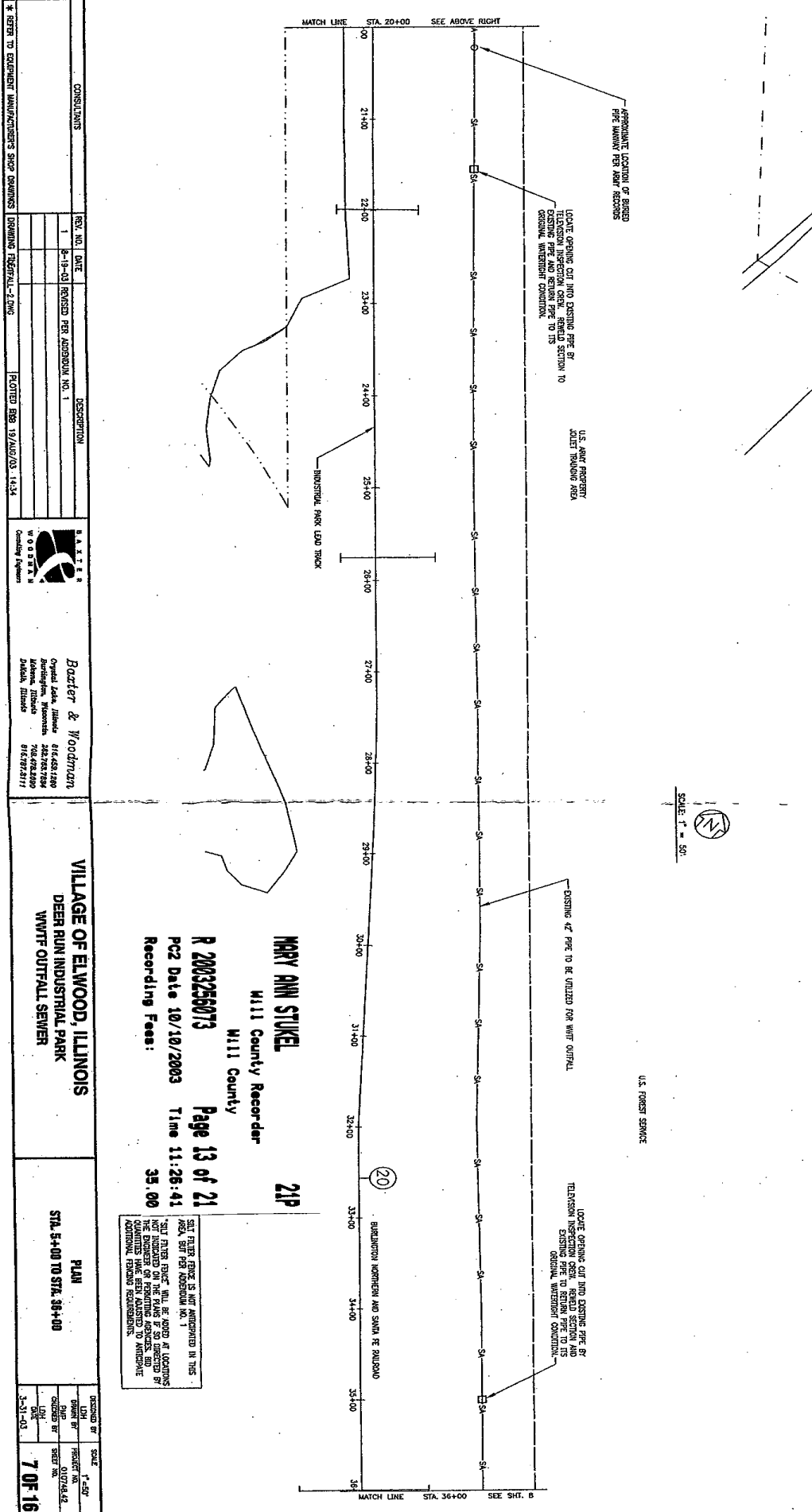
U.S. ARMY PROPERTY
 JOLETT TRAINING AREA

SCALE: 1" = 50'



SCALE: 1" = 50'

U.S. FOREST SERVICE



20

NOTE: ALL PIPES SHALL BE 15\"/>

REV. NO.	DATE	DESCRIPTION
1	8-19-03	REVISED PER ADDENDUM NO. 1

BAKER & WOODCOCK
 Consulting Engineers
 1111 North Lincoln Road, Suite 1000
 Lincoln, Illinois 62556
 618-683-1200
 618-683-1201
 618-683-1202

Baxter & Woodman
 Civil & Mechanical Engineers
 1111 North Lincoln Road, Suite 1000
 Lincoln, Illinois 62556
 618-683-1200
 618-683-1201
 618-683-1202

VILLAGE OF ELWOOD, ILLINOIS
DEER RUN INDUSTRIAL PARK
WWT# OUTFALL SEWER

MARY ANN STUKEL
 Will County Recorder
 Will County
 21P

R 2003256073
 PC2 Date 10/10/2003
 Recording Fee: 35.00

Page 13 of 21
 Time 11:26:41

PLAN
 STA. 5+00 TO STA. 36+00

DESIGNED BY	SCALE
3-31-03	7 OF 16

DESIGNED BY: 2003, BY: BARTER & WOODMANN, INC. FILE NO.: 03-001111-01 SHEET NO.: 8 OF 16
 CHECKED BY: 03-001111-01 SHEET NO.: 8 OF 16

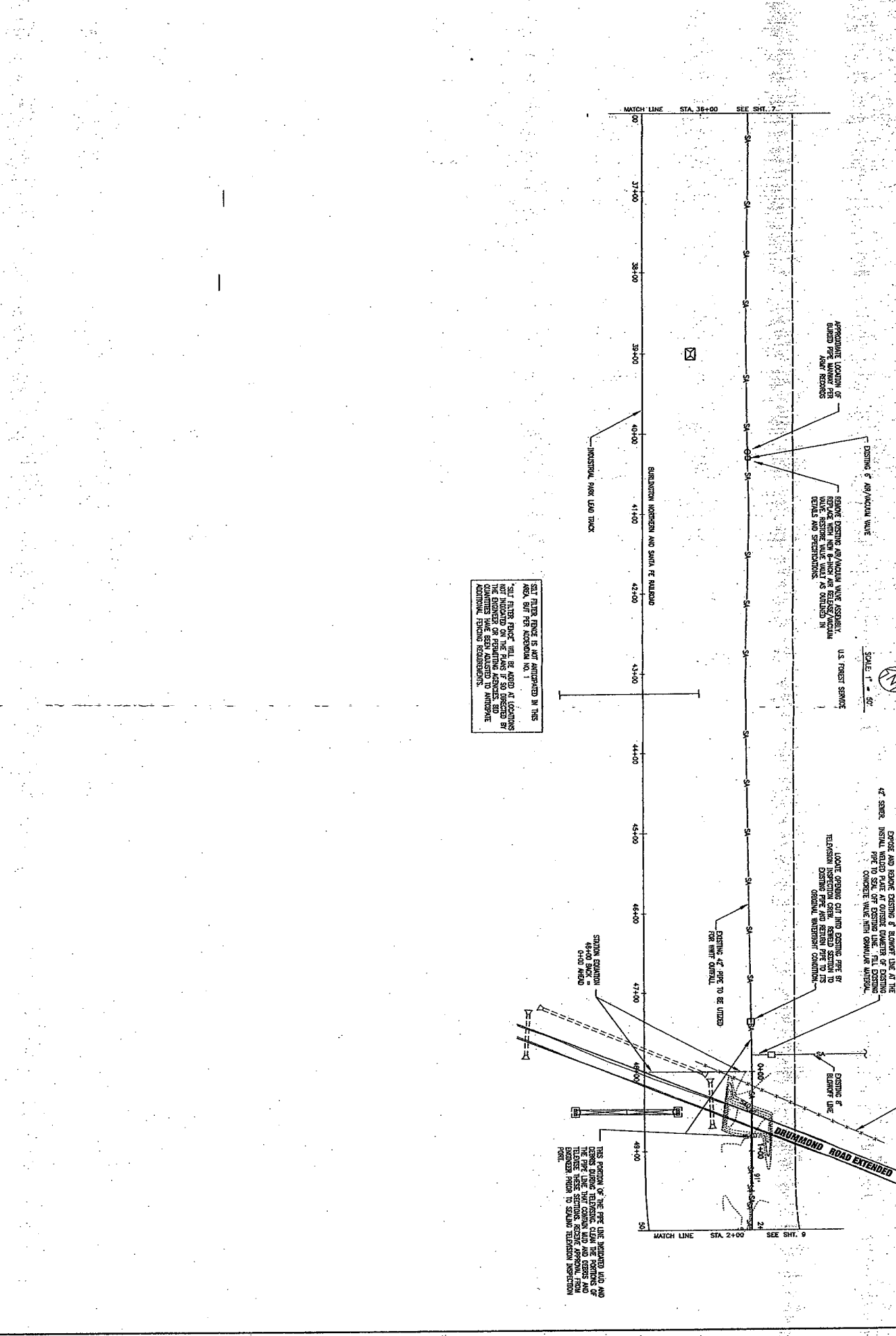
REF. NO.	DATE	DESCRIPTION
1	8-18-03	ISSUED PER APPROVAL NO. 1
2	9-19-03	ISSUED PER MILL COUNT SHOP

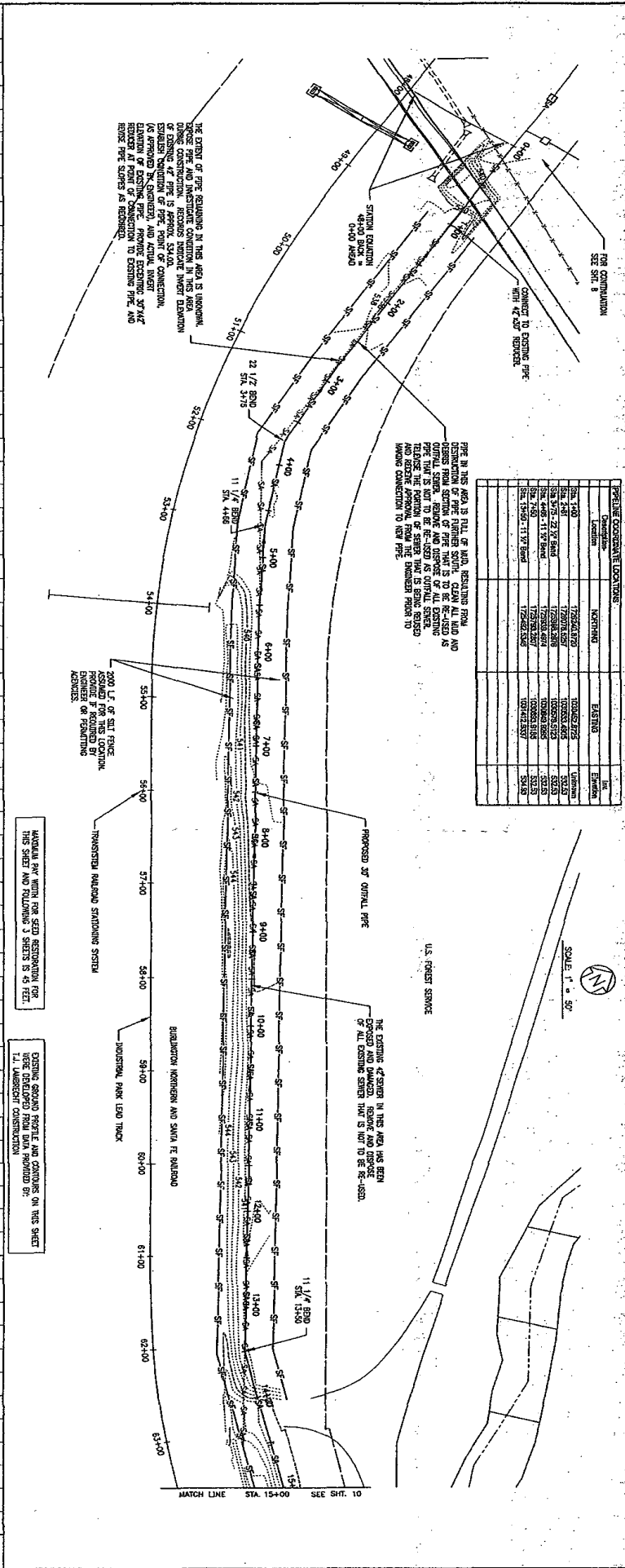
BARTER & WOODMANN
 CONSULTANTS
 100 EAST WASHINGTON
 DEER RUN, ILLINOIS 60015
 (708) 478-2000
 FAX (708) 478-2111

BARTER & WOODMANN
 CONSULTANTS
 100 EAST WASHINGTON
 DEER RUN, ILLINOIS 60015
 (708) 478-2000
 FAX (708) 478-2111

VILLAGE OF ELWOOD, ILLINOIS
 DEER RUN INDUSTRIAL PARK
 WWTF OUTFALL SEWER

DESIGNED BY	SCALE	DATE
B&W	1" = 50'	8-18-03
CHKD BY	DATE	
03/07/04		





PRECISE COORDINATE LOCATIONS

Description	Location	NORTHING	EASTING	HT.
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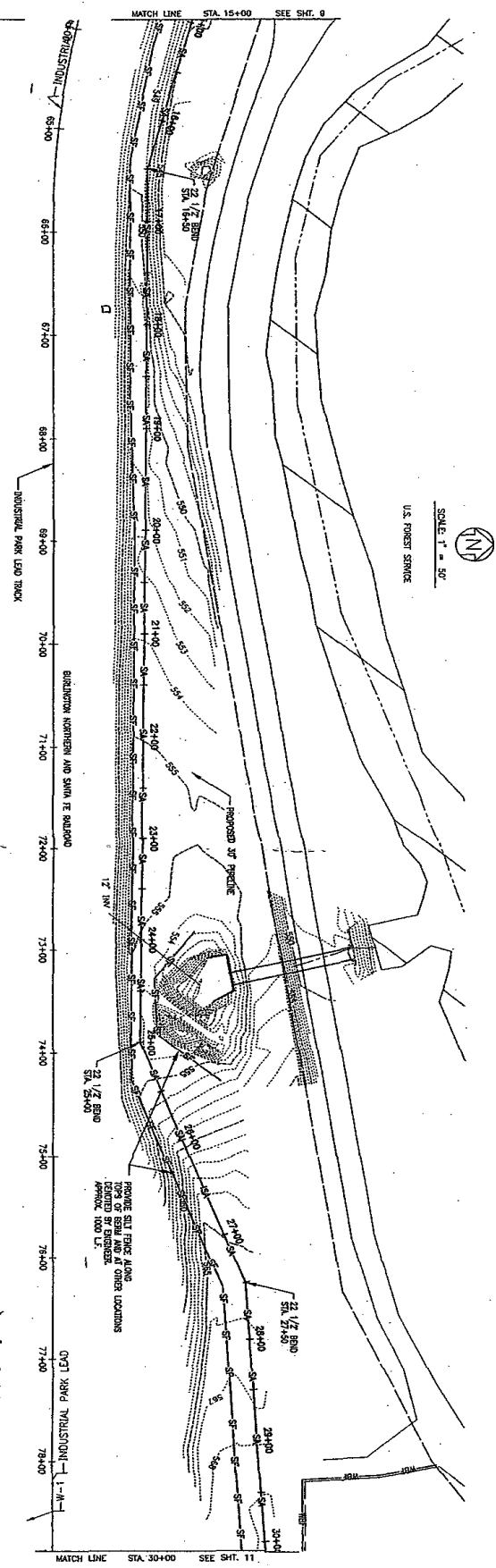
STATION	CONSIDERATIONS	REVISION DATE	DESCRIPTION
515			
520			
525			
530			
535			
540			
545			
550			
555			
560			

BARTER & WOODMONT
 Civil Engineers
 2000 W. 10th Street
 Duluth, Illinois 61622-2117
 Phone: 616-682-1280
 Fax: 616-682-1284

VILLAGE OF ELWOOD, ILLINOIS
 DEER RUN INDUSTRIAL PARK
 WWTF OUTFALL SEWER

PLAN
 STA. 0+00 TO STA. 15+00

DESIGNED BY: [Blank]
 DRAWN BY: [Blank]
 CHECKED BY: [Blank]
 DATE: 3-31-03
9 OF 16

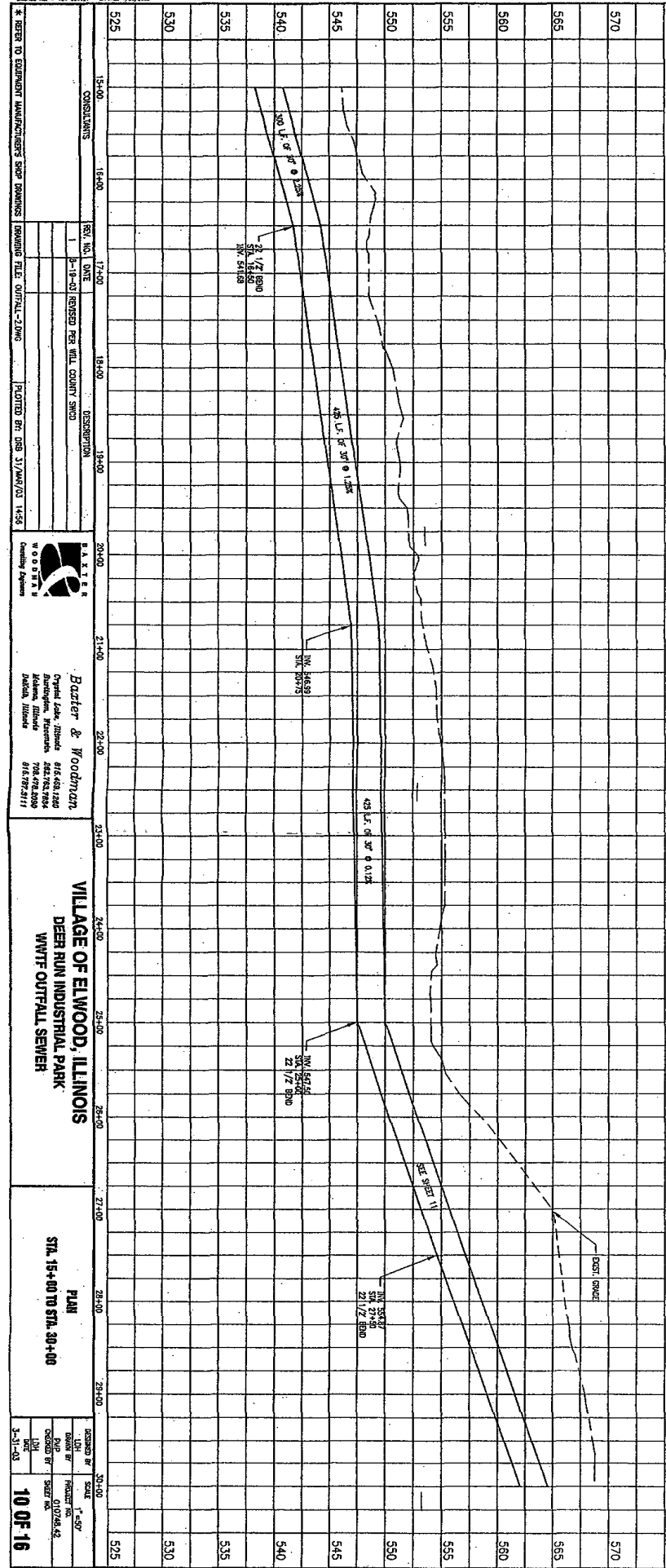


SCALE: 1" = 50'
U.S. FOREST SERVICE

SPECIAL COORDINATE LOCATIONS

Description	Location	NORTHING	EASTING	IN
S&T 19+50 - 22' BY ROAD	1725411.0013	108719.2628	54.128	EXIST. GRACE
S&T 20+00 - 22' BY ROAD	172589.2127	108719.2628	54.128	
S&T 21+00 - 22' BY ROAD	172645.3195	108719.2628	54.128	
S&T 22+00 - 22' BY ROAD	172691.4263	108719.2628	54.128	

SEE SHEET 11
SEE SHEET 10
SEE SHEET 9



CONSULTANTS

REQ. NO.	DATE	DESCRIPTION
1	3-18-03	REVISED PER WILL COUNTY SMO

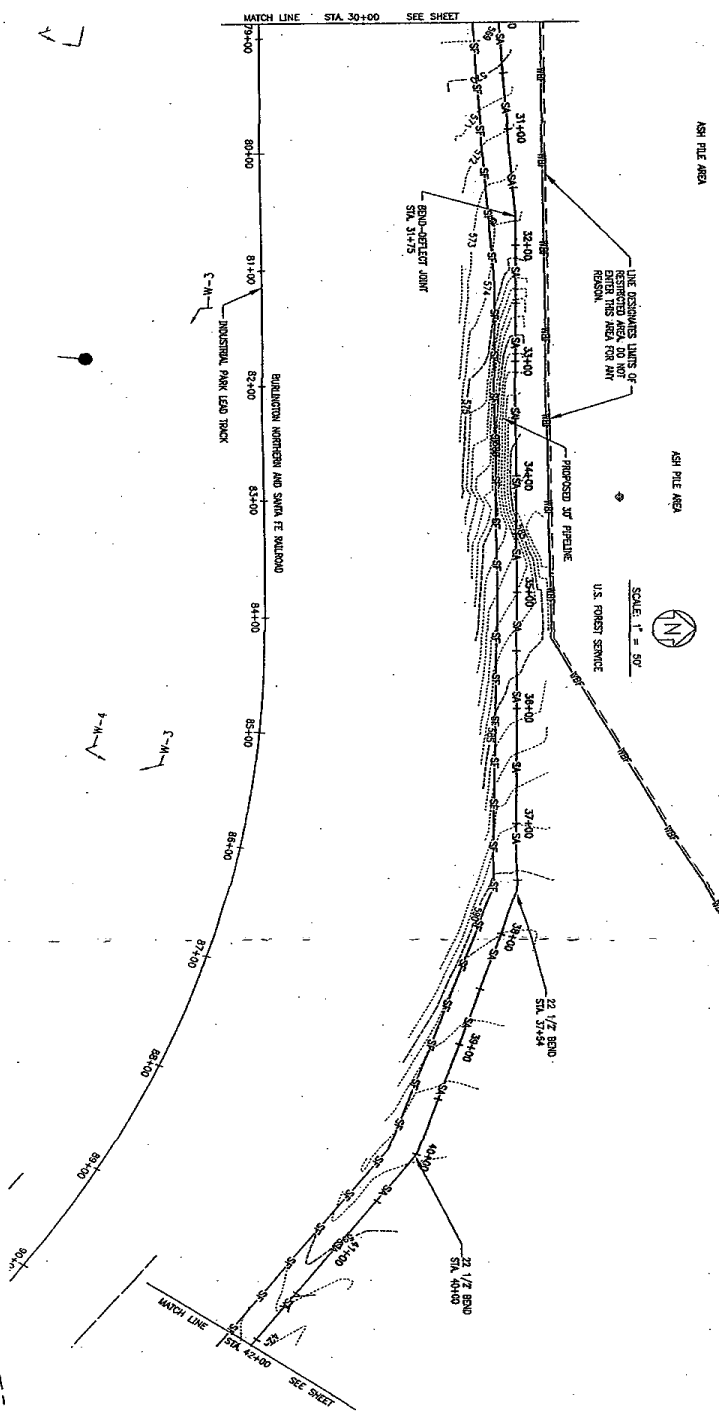
BARTELL & WOODMAN
Civil Engineers
200 S. W. 10th St.
Ocala, Florida 32101
Phone: 352.369.1200
Fax: 352.369.1201

VILLAGE OF ELWOOD, ILLINOIS
DEER RUN INDUSTRIAL PARK
WWTFF OUTFALL SEWER

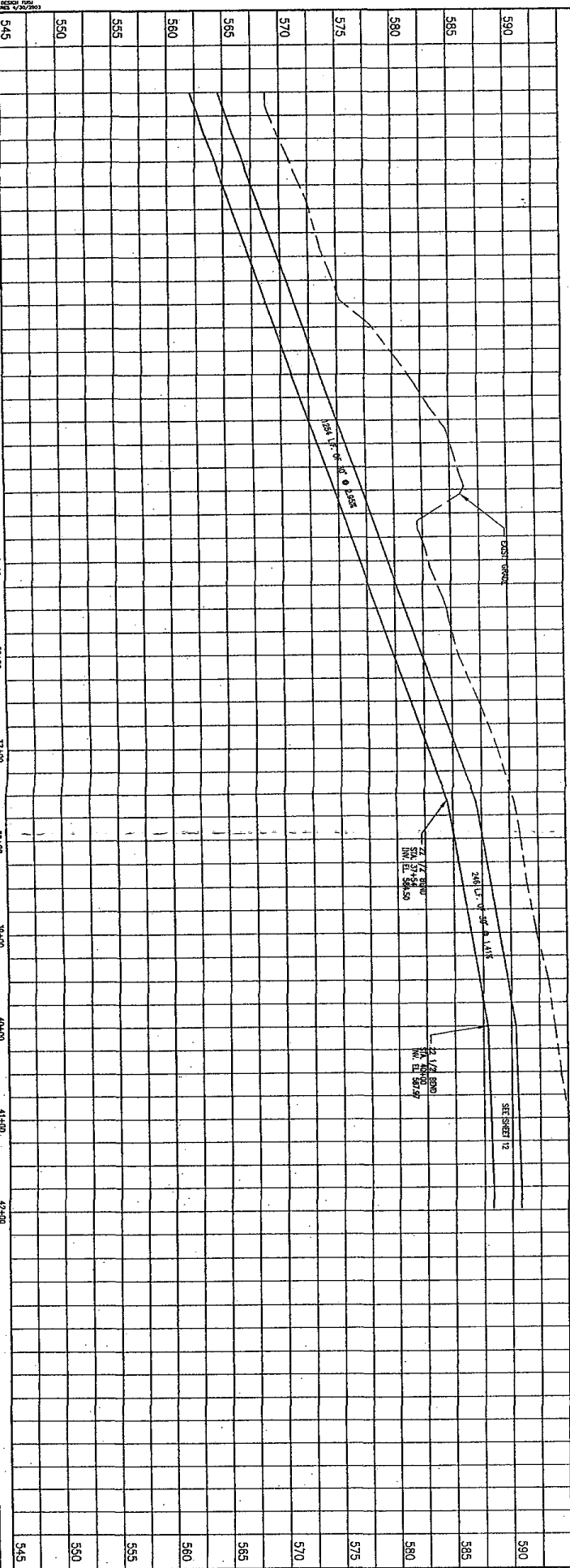
PLAN
STA. 15+00 TO STA. 30+00

10 OF 16

EXISTING CONDITIONS LOCATIONS		NEW	
DESCRIPTION	LOCATION	DESCRIPTION	LOCATION
22 1/2" BOND	STA. 37+54	22 1/2" BOND	STA. 40+00
22 1/2" BOND	STA. 37+54	22 1/2" BOND	STA. 40+00
22 1/2" BOND	STA. 37+54	22 1/2" BOND	STA. 40+00
22 1/2" BOND	STA. 37+54	22 1/2" BOND	STA. 40+00
22 1/2" BOND	STA. 37+54	22 1/2" BOND	STA. 40+00



EXISTING GROUND PROFILE AND CONTOURS ON THIS SHEET TO BE PROVIDED BY THE LANDSCAPE ARCHITECT.



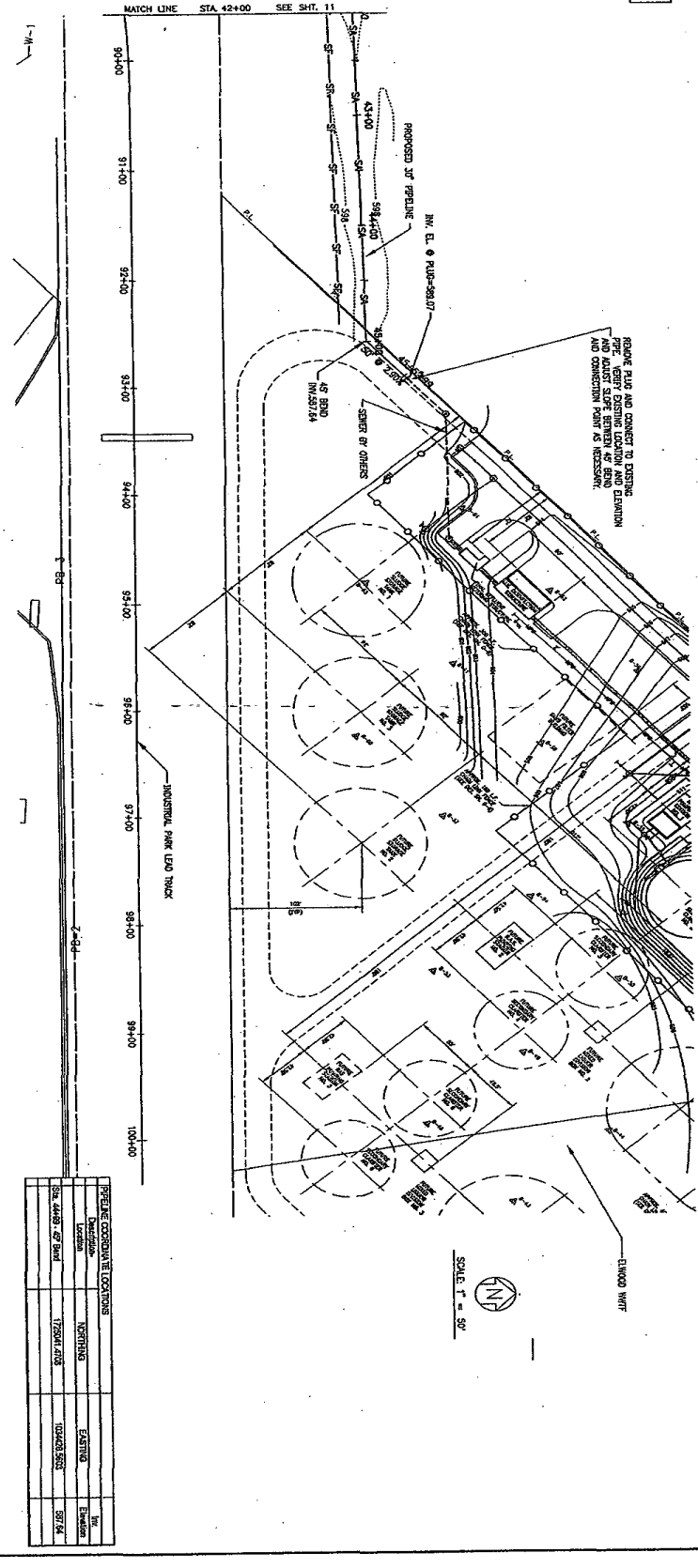
CONSULTANTS 30+00 31+00 32+00 33+00 34+00 35+00 36+00 37+00 38+00 39+00 40+00 41+00 42+00	
REV. NO. DATE 1 8-19-03 REVISION PER WILL COUNTY SMO	DESCRIPTION 1 8-19-03 REVISION PER WILL COUNTY SMO
PLANNED BY: PER 31/MAR/03 14:55	
DRAWING TITLE: OUTFALL-2-DWG	
* REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWINGS FORING TITLE OUTFALL-2-DWG	

Baxter & Woods, Inc.
 Civil Engineers
 1001 W. Main Street
 Peoria, Illinois 61602
 Phone: (312) 682-1200
 Fax: (312) 682-1204
 Email: info@baxterwoods.com

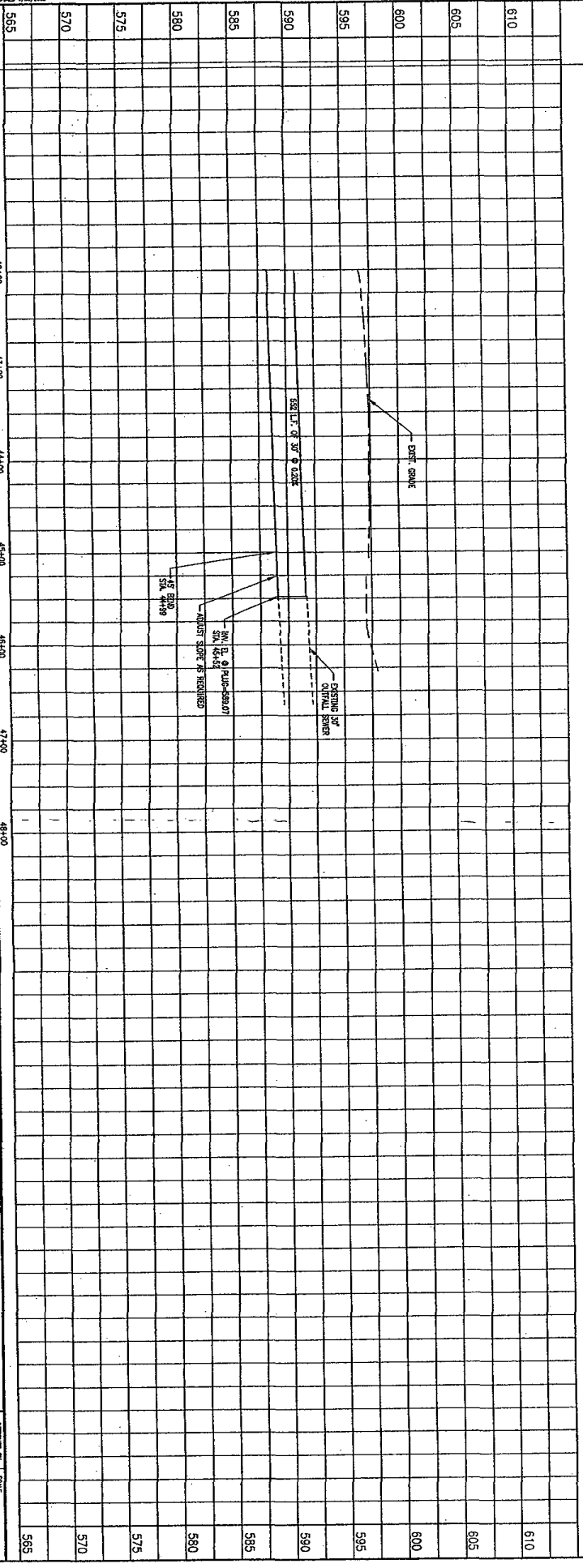
VILLAGE OF ELWOOD, ILLINOIS
DEER RUN INDUSTRIAL PARK
WWTF OUTFALL SEWER

SHEET NO. 11 OF 16	SCALE 1" = 50'
DATE 01/07/04	PROJECT NO. 010704.02
DRAWN BY JLN	CHECKED BY JLN

EXISTING GRADE PROFILE AND EXISTING ON THIS SHEET
 T.L. LARGEST CONSTRUCTION



PRELIM CONSTRUCTION CONDITIONS			
Location	Improvements	Existing	Inv.
Sta. 42+00 TO 42+16	175000.000	102400.000	587.24



CONTRACT NO.	42400	43400	44400	45400	46400	47400	48400				
DESCRIPTION	DEER RUN INDUSTRIAL PARK WWT-OUTFALL-2-LINE										
REV. NO.	DATE	REVISIONS									
1	8-18-03	REVISED PER WILL COUNTY SRD									
<table border="0"> <tr> <td> Butler & Woodman Civil/Arch. Illinois 616.438.1800 Burlington, Wisconsin 262.738.7284 Madison, Illinois 708.749.0000 Chicago, Illinois 815.272.8111 </td> <td> VILLAGE OF ELWOOD, ILLINOIS DEER RUN INDUSTRIAL PARK WWT-OUTFALL SEWER </td> <td> PLAN STA. 42+00 TO 48+16 </td> <td> REVISION BY: Scale 1"=40' DRAWN BY: PROJECT NO. 0170842 CHECKED BY: SHEET NO. DATE: 5-31-03 12 OF 16 </td> </tr> </table>								Butler & Woodman Civil/Arch. Illinois 616.438.1800 Burlington, Wisconsin 262.738.7284 Madison, Illinois 708.749.0000 Chicago, Illinois 815.272.8111	VILLAGE OF ELWOOD, ILLINOIS DEER RUN INDUSTRIAL PARK WWT-OUTFALL SEWER	PLAN STA. 42+00 TO 48+16	REVISION BY: Scale 1"=40' DRAWN BY: PROJECT NO. 0170842 CHECKED BY: SHEET NO. DATE: 5-31-03 12 OF 16
Butler & Woodman Civil/Arch. Illinois 616.438.1800 Burlington, Wisconsin 262.738.7284 Madison, Illinois 708.749.0000 Chicago, Illinois 815.272.8111	VILLAGE OF ELWOOD, ILLINOIS DEER RUN INDUSTRIAL PARK WWT-OUTFALL SEWER	PLAN STA. 42+00 TO 48+16	REVISION BY: Scale 1"=40' DRAWN BY: PROJECT NO. 0170842 CHECKED BY: SHEET NO. DATE: 5-31-03 12 OF 16								

* REFER TO EQUIPMENT MANUFACTURER'S SHOP DRAWINGS DRAWING FILE OUTFALL-2-LINE

REMOVE PIPE AND CONDUIT TO EXISTING GRADE AND MUST SLOPE BENEATH AT END CONNECTION POINT AS NECESSARY.



CONSTRUCTION ADDENDUM

This Construction Addendum is incorporated in and made a part of the Easement Agreement ("Easement Agreement") dated as of the 18th day of September, 2003 ("Effective Date") by and between the **VILLAGE OF ELWOOD**, an Illinois municipal corporation ("Grantee" or "Village"), and **CENTERPOINT INTERMODAL LLC**, an Illinois limited liability company ("Grantor").

A. For the period commencing as of the Effective Date and continuing thereafter for twelve (12) months, for construction purposes only, the Easement Premises shall temporarily include that portion of Grantor's land as lies within the parcel legally described in the following Exhibit X and identified as "Temporary Construction Easement."

B. During the construction phase of the Pipeline, all of the provisions of the Easement Agreement (including but not limited to paragraphs 3, 4, 5, 6 and 7 thereof) shall pertain to (i) the enlarged Easement Premises as described in paragraph A. above, and (ii) all of the construction and construction-related activities of Grantee and of each Grantee Related Party on or about said enlarged Easement Premises.

C. On or before the one year anniversary of the Effective Date, the Grantee shall complete the restoration of the enlarged Easement Premises in accordance with paragraph 5 of the Easement Agreement.

D. On the one year anniversary of the Effective Date, the Easement Premises shall then and thereafter be as described in Exhibit B of the Easement Agreement.

538187.3

18 19

EXHIBIT X

Temporary Construction Easement Premises

A TEMPORARY CONSTRUCTION EASEMENT OVER THAT PART OF LOT 1 - BLOCK 4 AND PART OF LOT 2 - 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, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1 - BLOCK 4; THENCE SOUTH 87 DEGREES 59 MINUTES 57 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 - BLOCK 4, A DISTANCE OF 1130.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 59 MINUTES 57 SECONDS WEST ALONG SAID SOUTH LINE, 250.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1 - BLOCK 4; THENCE NORTH 50 DEGREES 29 MINUTES 46 SECONDS WEST ALONG SAID SOUTHERLY LINE, 187.07 FEET TO THE START OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 940.00 FEET, THENCE WESTERLY 614.20 FEET ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE, THE CHORD OF WHICH BEARS NORTH 69 DEGREES 12 MINUTES 53 SECONDS WEST 603.33 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY LINE, 749.19 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT 1 - BLOCK 4; THENCE SOUTH 76 DEGREES 07 MINUTES 48 SECONDS WEST 248.85 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 16 SECONDS WEST 858.97 FEET; THENCE NORTH 74 DEGREES 00 MINUTES 30 SECONDS WEST 306.55 FEET; THENCE NORTH 59 DEGREES 53 MINUTES 37 SECONDS WEST 797.30 FEET; THENCE NORTH 57 DEGREES 25 MINUTES 38 SECONDS WEST 93.97 FEET; THENCE NORTH 50 DEGREES 09 MINUTES 01 SECONDS WEST 99.00 FEET; THENCE NORTH 29 DEGREES 49 MINUTES 51 SECONDS WEST 98.79 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 29 SECONDS WEST 253.52 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF AFORESAID SECTION 26; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST ALONG SAID NORTH LINE, 34.85 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 50 MINUTES 46 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 26, A DISTANCE OF 47.75 FEET TO A POINT ON THE NORTHEASTERLY LINE OF AFORESAID LOT 2 - BLOCK 4; THENCE SOUTH 26 DEGREES 39 MINUTES 02 SECONDS EAST ALONG SAID NORTHEASTERLY LINE, 57.52 FEET TO THE START OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET, THENCE SOUTHEASTERLY 475.93 FEET ALONG SAID NORTHEASTERLY LINE AND ALONG SAID CURVE, THE CHORD OF WHICH BEARS SOUTH 43 DEGREES 41 MINUTES 36 SECONDS EAST 468.94 FEET; THENCE SOUTH 60 DEGREES 44 MINUTES 11 SECONDS EAST ALONG THE NORTHERLY LINE OF AFORESAID LOT 2 - BLOCK 4, A DISTANCE OF

795.76 FEET; THENCE NORTH 16 DEGREES 06 MINUTES 33 SECONDS EAST ALONG SAID NORTHERLY LINE, 3.17 FEET; THENCE SOUTH 73 DEGREES 23 MINUTES 18 SECONDS EAST ALONG SAID NORTHERLY LINE, 212.99 FEET; THENCE SOUTH 79 DEGREES 01 MINUTES 55 SECONDS EAST ALONG SAID NORTHERLY LINE, 113.39 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 54 SECONDS EAST ALONG SAID NORTHERLY LINE, 133.66 FEET; THENCE NORTH 83 DEGREES 19 MINUTES 49 SECONDS EAST ALONG SAID NORTHERLY LINE, 835.10 FEET TO THE NORTHWESTERN MOST CORNER OF AFORESAID LOT 1 - BLOCK 4; THENCE NORTH 67 DEGREES 51 MINUTES 19 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 - BLOCK 4, A DISTANCE OF 180.61 FEET; THENCE SOUTH 09 DEGREES 03 MINUTES 54 SECONDS EAST ALONG SAID NORTHERLY LINE, 107.15 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 27 SECONDS EAST ALONG SAID NORTHERLY LINE, 598.85 FEET; THENCE NORTH 65 DEGREES 07 MINUTES 25 SECONDS EAST ALONG SAID NORTHERLY LINE, 305.76 FEET; THENCE SOUTH 49 DEGREES 22 MINUTES 05 SECONDS EAST 846.25 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.