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ENTERED
Office of Proceedings
May 2, 2024
Part of
Public Record

May 2, 2024

VIA-E-FILING

Ms. Cynthia T. Brown
Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

RE: Great Lakes Terminal Railroad, LLC – Acquisition and Operation Petition
for Exemption - Great Lakes Terminal, LLC, CRRC Sifang America
Incorporated, and Chicago Enterprise Center Owners’ Association,
FD 36764 (Sub-No. 1)

Great Lakes Terminal Railroad, LLC hereby files this Petition for Exemption to obtain “after-the-fact” authority for GLTRR to lease and operate over approximately 22,568 linear feet (4.27 miles) of track of existing railroad right-of-way and trackage and transloading facilities in Chicago, Illinois, from Great Lakes Terminal, LLC, CRRC Sifang America Incorporated, and Chicago Enterprise Center Owners’ Association.

The requisite filing fee in the amount of \$8,700, pursuant to 49 C.F.R. § 1002.2(f)(14)(iii) has been paid on pay.gov. If there are any questions about this matter, please contact me directly, either by telephone: at 202-663-7831 or by e-mail: czorbaugh@mullinslawgroup.com or Spencer M. Naake, who can be reached at (202) 663-7829 or by e-mail at snaake@mullinslawgroup.com.

Sincerely,

/s/ Crystal M. Zorbaugh

Crystal M. Zorbaugh
Attorney for Great Lakes Terminal Railroad, LLC

Enclosure
cc: John Stocker

FILED
May 2, 2024
SURFACE

TRANSPORTATION BOARD

FEE RECEIVED
May 2, 2024
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36764 (Sub-No. 1)

**GREAT LAKES TERMINAL RAILROAD, LLC
–ACQUISITION AND OPERATION PETITION FOR EXEMPTION –
GREAT LAKES TERMINAL, LLC, CRRC SIFANG AMERICA INCORPORATED,
AND CHICAGO ENTERPRISE CENTER OWNERS’ ASSOCIATION**

PETITION FOR EXEMPTION

EXPEDITED CONSIDERATION REQUESTED

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**Attorneys for Great Lakes Terminal
Railroad, LLC**

May 2, 2024

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36764 (Sub-No. 1)

**GREAT LAKES TERMINAL RAILROAD, LLC
–ACQUISITION AND OPERATION PETITION FOR EXEMPTION –
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AND CHICAGO ENTERPRISE CENTER OWNERS’ ASSOCIATION**

PETITION FOR EXEMPTION

EXPEDITED CONSIDERATION REQUESTED

Great Lakes Terminal Railroad, LLC (“GLTRR”),¹ a Class III carrier, hereby petitions for an exemption under 49 U.S.C. §10502 from the provisions of 49 U.S.C. §10902 to authorize GLTRR’s after-the-fact lease and operation from its affiliate company GLT, of approximately 22,568 linear feet (4.27 miles)² of existing railroad right-of-way, trackage, and transloading facilities in Chicago, Illinois (“Chicago Transloading Facility”)³ from GLT, which includes

¹ The Transload Group, LLC (“TTG”) is the parent company of both GLTRR and the Great Lakes Terminal, LLC (“GLT”). Great Lakes Terminal Railroad, LLC is the only railroad in the TTG corporate family.

² GLTRR has been operating over the trackage since 2018. See Great Lakes Terminal Railroad, LLC – Lease and Operation Exemption – Rail Line of Great Lake Reloading, LLC, FD 36160 (STB served January 5, 2018) (“January 5, 2018 Decision”) (approving GLTRR’s verified notice of exemption to sublease from Great Lakes Reloading, LLC and to operate railroad right-of-way and trackage and transloading facilities located at 13535 S. Torrence Avenue, in Chicago, Ill.). At the time GLTRR originally sought regulatory authority pursuant to the Tenant Use progeny of cases in the trackage was approximately 12,500 linear feet (or 2.37 miles). Pursuant to an April 18, 2018 lease, additional trackage was added to GLTRR's lease and operation, but GLTRR did not file for authority to lease and operate this additional track. This petition is filed to remedy that failure to seek authority. Today, the Chicago Transloading Facility is comprised of approximately 22,568 linear feet (4.27 miles) of trackage.

³ The Chicago Transload Facility trackage is used in conjunction with interchanging with the Indiana Harbor Belt Railroad (“IHB”) and Norfolk Southern Railway Company (“NSR”). Inbound shipments of steel products primarily arrive by rail and outbound by truck. Additionally, agricultural/construction

operating rights over the portions of track governed by private agreements with CRRC Sifang America Incorporated (“CRRC”), and Chicago Enterprise Center Owners’ Association (“CEC Owners’ Association”).⁴ The requested relief will enable GLTRR to correct its inadvertent regulatory omission with respect to the April 2018 Lease, and will not have an adverse impact on any other party.

GLTRR is seeking expedited consideration because as explained herein, NSR and GLT are parties to a purchase and sale agreement pursuant to which GLT will sell the Chicago Transloading Facility to NSR, which will in turn lease back the operation of the Chicago Transloading Facility to GLTRR.⁵ The parties originally intended to close this important transaction on May 1, 2024. In light of the April 26 Decision,⁶ this closing has been delayed to (1) allow GLTRR to correct its regulatory omission with respect to the April 2018 Lease, and (2) following any approval by the STB of such correction, allow GLTRR to file a notice of exemption for its lease from NSR upon NSR acquiring the Chicago Transloading Facility.

The Factual Background section below sets forth the events related to the Chicago

equipment is inbound by trucks and outbound by rail. GLTRR has Interchange Agreements with both the IHB and NSR.

⁴ GLTRR’s operations over CRRC and the CEC Owners’ Association’s tracks are subject to two private agreements: (1) for the CRRC Property - GLTRR has recorded easement rights and (2) for the CEC Owners’ Association property - a recorded Declaration covers rail operations and gives GLTRR the right to utilize the CEC Owners’ Association Rail Area. While technically these agreements could be considered private agreements outside the Board’s jurisdiction, GLTRR operates over both sets of tracks in interchanging with IHB, and as such is seeking after-the-fact acquisition and operation authority for those tracks as well because those rights were assigned to GLTRR pursuant to the April 2018 Lease.

⁵ Because NS will not be operating over the tracks as part of its common carrier rights and the Chicago Transload Facility is not NS’s only operations, the tenant use test does not apply to NS. As such, NS will be acquiring the real property and tracks pursuant to 49 U.S.C. §10906. As to NS, the tracks are merely yard, team, industrial, and switching tracks.

⁶ See Great Lakes Terminal Railroad, LLC—Acquisition and Operation Exemption—Norfolk Southern Railway Company, CRRC, and the CEC Owners’ Association, FD 36764, slip op. at 3 (STB served April 26, 2024) (“April 26 Decision”).

Transloading Facility trackage prior to and after the April 2018 Lease and operating agreement between GLTRR and GLT. GLTRR, in this Petition, also seeks, to resolve “seemingly inconsistent statements,” by setting forth more fully⁷ the background related to GLTRR’s operations over the rail of the CRRC and the CEC Owners’ Association and the recently executed (but not consummated) purchase and sale agreement between NSR and GLT.

I. FACTUAL BACKGROUND

In its April 26 Decision, the Board recounted that the “line of railroad” at issue (the Chicago Transloading Facility Trackage) “was previously owned by CenterPoint Chicago Enterprise, LLC (“CenterPoint”) and operated by GLTRR under a Board-approved sublease between GLTRR and its affiliate, Great Lakes Reloading LLC (GLR) effective January 19, 2018.”⁸ As recounted by the Board in its April 26 Decision, “a few months after the January 5, 2018, Decision, on April 30, 2018, Great Lakes Terminal, LLC (GLT), a noncarrier and an affiliate of GLTRR, acquired the Line from CenterPoint⁹ and subsequently leased the Line to GLTRR for rail operations.”¹⁰ GLTRR did not file a lease amendment exemption for its new lease at the time on the mistaken belief that because it had just received STB authority to operate under a sublease and would continue to be the operator of the Chicago Transloading Facility, no lease amendment was necessary.

⁷ Id. at 3.

⁸ Id. at 1; citing Great Lakes Terminal R.R. – Lease & Operation Exemption—Rail Line of Great Lakes Reloading, LLC (“January 5, 2018 Decision”), FD 36160 (STB served Jan. 5 2018).

⁹ TTG is the parent company of both GLTRR and GLT and GLTRR is the only railroad in the TTG corporate family. As a non-carrier, GLT's acquisition of the Chicago Transloading Facility property from Centerpoint did not require STB authority. In contrast, because the tracks were going to continue to be operated by GLTRR, GLTRR should have obtained new STB authority to lease and operate the property once GLT acquired the tracks.

¹⁰ See April 26, 2024 Decision at 1.

In this Petition, GLTRR seeks “after the fact” authority for its lease and operations over 22,568 feet of track,¹¹ solely related to the April 2018 Lease between GLT and GLTRR. As explained more fully below, GLTRR did not need to seek lease and operating authority in FD 36160 originally because the CRRC or the CEC Owners’ Association conveyances (assignment of rights) had not yet occurred nor had the sale from Centerpoint to GLT. On March 23, 2018, CenterPoint recorded the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements (the “March 23, 2018 Declaration”)¹² against the entire Chicago Transloading Facility, which March 23, 2018 Declaration established the CEC Owners’ Association, and Centerpoint then conveyed 7,503 feet of the Chicago Transloading Facility trackage to the CEC Owners’ Association.¹³ As a result, when GLT acquired its fee simple interest in the Chicago Transloading Facility trackage from CenterPoint on April 30, 2018, that acquisition included the acquisition of the rights held by Centerpoint concerning the March 23, 2018 Declaration and a related August 2017 Easement agreement affecting the Chicago Transloading Facility. Subsequently, the March 23, 2018 Declaration and August 2017 Easement rights were assigned by GLT to GLTRR in connection with the April 2018 Lease.

In this Petition, GLTRR seeks exemption of all rights necessary (GLT, CRRC, and the CEC Owners’ Association) for GLTRR to provide service pursuant to the April 2018 Lease. Specifically, GLTRR seeks “after the fact” authority for the three separate portions of the 22,568

¹¹ GLTRR restates that the 22,568 feet of track is “is divided between GLT (owning 14,215 feet), CRRC (owning 850 feet), and the CEC Owners’ Association (owning 7,503 feet).” Id. Because the track itself is industry track, no construction authority was needed for any of the involved parties (Centerpoint, GLT, CEC Owners’ Association, or CRRC) to add additional trackage within their respective facilities.

¹² The March 23, 2018 Declaration is attached as Exhibit 1.

¹³ The March 23, 2018 Declaration included conveyance of the August 17, 2017 Declaration of Easements between CenterPoint and CRRC (“August 2017 Easement”). The August 2017 Easement is attached as Exhibit 2.

feet of track, the Board needs only to grant retroactive authority for the actual April 30, 2018, agreement that conveyed lease and operating rights to GLTRR from GLT.

GLTRR seeks “after the fact” exemption authority for GLTRR’s lease and operation of the Chicago Transloading Facility trackage that resulted from the execution of the April 2018 Lease. Again, to be clear, neither GLT nor GLTRR intended to circumnavigate the Board’s jurisdiction but rather both entities were simply mistaken in thinking a lease amendment was not necessary when GLT acquired the property from Centerpoint and the additional easement and other rights were added to GLTRR's rail operations. As explained in Section II (*infra*), GLTRR has been the operator of the Chicago Transloading Facility trackage since 2018 and remains the operator today; thus, an after-the-fact grant of the lease and operating authority by the Board would not have an adverse impact on any affected shippers.

In its April 26 Decision, the Board also stated “GLTRR states that “today GLTRR is leasing 14,215 linear feet (2.69 miles) of trackage from **NSR** and will continue to operate over [it].”¹⁴ The bolded language was a typo – it should have read **GLT**.

The Board points out that, “[t]his language suggests that GLT has already sold the track to NSR and GLTRR has entered into a lease with NSR without the necessary Board authority.” This is not true - while GLT and NSR have an agreement in place for NSR¹⁵ to acquire the Chicago Transloading Facility, that transaction will not close until (1) GLTRR corrects its regulatory omission with respect to the April 2018 Lease, and (2) GLTRR files a notice of exemption for its lease from NSR upon NSR acquiring the Chicago Transloading Facility. The

¹⁴ See April 26, 2024 Decision at 3.

¹⁵ While the January 5, 2018 Decision deemed that the Chicago Transloading Facility trackage was a line of railroad under 49 U.S.C. 10901 based on tenant use progeny of cases; the trackage will be 10906 industry tracks to NSR, and as 10906 industry track NSR does not need acquisition authority for its acquisition of the Chicago Transloading Facility.

parties are standing by to complete this important transaction, and for this reason, GLTRR is seeking expedited consideration in this Petition.

In support of its acquisition and operation petition for exemption (“Petition”), GLTRR represents as follows:

II. ARGUMENT

a. GLTRR’s Regulatory Omission was Unintentional.

As discussed above, GLTRR’s lease and operations over the Chicago Transloading Facility trackage are subject to the Board’s jurisdiction. GLTRR sincerely apologizes for its prior failure to timely file a lease and operation notice of exemption on April 30, 2018. There was no bad faith on the part of GLTRR, and this unintentional delay did not prejudice any shipper or other party. The Board has previously granted exemptions under similar circumstances when parties are not prejudiced and the failure to seek approval was unintentional or inadvertent, or the result of a mistaken belief that approval of the transaction was not required.¹⁶ GLTRR respectfully requests that the Board grant the same relief here if such relief is determined necessary, in connection with its April 2018 Lease.

b. This Transaction Meets the Requirements of 49 U.S.C. § 10502

Under 49 U.S.C. § 10502(a), the Board is required to exempt a transaction from the detailed regulatory requirements under Subtitle IV of Title 49 of the United States Code (49

¹⁶ See Colorado Pacific Rio Grande Railroad, LLC – Petition for Exemption – Acquisition and Operation of Line of Railroad in Costilla County, Colorado, FD 36694, slip op. at 3 (STB served September 18, 2023) (granting authority for an after-the-fact acquisition of 1.53 miles of track (the “Blanca Spur”) by CP Rio Grande as its petition and supporting documents trace the ownership history of the Blanca Spur and do not reveal any extant dispute over CP Rio Grande’s ownership of the Blanca Spur.) (“CPRR”); see also Arkansas-Oklahoma Railroad Company – Acquisition and Operation Exemption – State of Oklahoma, FD 36323 (STB served September 19, 2019); see also Wisconsin & Southern Railroad, L.L.C. – Acquisition and Operation Exemption – Soo Line Railroad Company, FD 36452 (STB served Dec. 15, 2020).

U.S.C. 10101-16102) when the Board finds (1) that the process is not necessary to carry out the transportation policy of 49 U.S.C. 10101, and (2) either (a) the transaction or service is of limited scope or (b) the application of the requirement is not needed to protect shippers from the abuse of market power. The Board is to apply the exemption provisions broadly in pursuing exemptions for transportation or service that comply with the exemption statute.¹⁷

Here, detailed scrutiny of the April 2018 Lease and operations agreement is not warranted because it is consistent with the rail transportation policy (“RTP”) of 49 U.S.C. § 10101. Specifically, an exemption from the 49 U.S.C. § 10901 regulatory requirements would promote the goals of the RTP by minimizing the need for federal regulatory control over the transaction (49 U.S.C. § 10101(2)); ensuring the development and continuation of a sound rail transportation system able to compete with other modes of transportation and meet the needs of the public and national defense (49 U.S.C. § 10101(4)); reducing regulatory barriers to entry into the rail industry (49 U.S.C. § 10101(7)); encouraging efficient management of railroads (49 U.S.C. § 10101(9)); and providing for the expeditious handling and resolution of proceedings (49 U.S.C. § 10101(15)). Other aspects of the RTP will also not be adversely affected. The Board has previously cited the same provisions of 49 U.S.C. § 10101 in support of granting retroactive exemptions that are very limited in scope.¹⁸

Likewise, this transaction is of a very limited scope. GL TRR’s requested exemption related to the April 2018 Lease is for the lease and operation of 22,568 linear feet (4.27 miles)

¹⁷ See, e.g., American Trucking Ass’n v. ICC, 656 F. 2d 1115, 1119 (5th Cir. 1981) (where the court held the ICC was charged with the responsibility of actively pursuing exemptions for transportation and service that comply with the section’s standards).

¹⁸ See Independence Rail Works, Ltd. – Acquisition and Operation Exemption – Byesville Scenic Trails, LLC, FD 36432, slip op. at 5 (STB served April 13, 2021); see also CPRR, FD 36694, slip op. at 3 (STB served September 18, 2023).

for which it has been operating over since 2018. While it is not necessary for GLTRR to also demonstrate that the regulation by the Board is not necessary to protect shippers from the abuse of market power, that is clearly the case here. GLT intended for the existing carrier GLTRR to continue to provide transloading services to shippers seeking to ship steel rebar and steel piping by truck after arrival at the Chicago Transloading Facility by rail, as well as agriculture and construction equipment by rail after arrival at the Chicago Transloading Facility by truck, and that has happened as envisioned.

Thus, as a result of the April 2018 Lease and operations agreement, there was no loss of rail competition and no change in the level of rail service to the shippers utilizing the Chicago Transloading Facility.

III. REQUIRED INFORMATION (10902 TRANSACTIONS - 49 C.F.R. 1150.41)

In this Petition, GLTRR is filing under the Board's exemption procedures, 49 C.F.R. 1150.41, et seq., for its acquisition and operation exemption of the Chicago Transloading Facility from GLT pursuant to the April 2018 Lease, including the related rights over CRRC and the CEC Owners' Association properties. In accordance with the requirements of 49 C.F.R. 1150.43, GLTRR submits the following additional information that the regulations typically require in an exemption acquisition:

(a) Full Name and Address of the Class III Applicant

The full name and address of the applicant is:

Great Lakes Terminal Railroad, LLC
13535 South Torrence Avenue
Chicago, Illinois 60633

(b) Name, Address, and Telephone Number of Representatives to Receive Correspondence:

GLTRR's representatives are:

Crystal M. Zorbaugh
Spencer M. Naake
MULLINS LAW GROUP PLLC
2401 Pennsylvania Ave., NW
Suite 300
Washington, DC 20037
Tel: (202) 663-7831

(c) Statement Regarding Agreement

GLT and GLTRR entered into a lease for the Chicago Transloading Facility Trackage on April 30, 2018, and GLTRR has operated the Chicago Transloading Facility Trackage ever since and until the present day.

(d) The Operator of the Property

GLTRR, a Class III rail carrier, has been the operator of the Chicago Transloading Facility Trackage since 2018 and will remain the operator upon exemption of this transaction.

(e) Brief Summary of the Transaction

GLTRR is petitioning for an exemption under 49 U.S.C. §10502 from the provisions of 49 U.S.C. §10902 to authorize GLTRR's after-the-fact authorization of the April 2018 Lease from its affiliate company, of approximately 22,568 linear feet (4.27 miles) of existing railroad right-of-way, trackage, and transloading facilities in Chicago, Illinois (Chicago Transloading Facility) from GLT, which includes operating rights over the portions of track governed by private agreements with CRRC and the CEC Owners' Association. The requested relief will enable GLTRR to correct its inadvertent regulatory omission with respect to the April 2018 Lease, and will not have an adverse impact on any other party.

1. Name and Address of the Railroad Transferring the Subject Property:¹⁹

For the GLT portion of the Chicago Transloading Facility Trackage, the entity transferring the subject property is:

Great Lakes Terminal, LLC
13535 South Torrence Avenue
Chicago, Illinois 60633
Attn: Charles Marias

For the CRRC portion of the Chicago Transloading Facility Trackage, the entity transferring the subject property is:

CRRC Sifang America Incorporated
13535 South Torrence Avenue, Ste 1
Chicago, Illinois 60633
Attn: Wenbo Zhao

For the CEC Owners' Association portion of the Chicago Transloading Facility Trackage, the entity transferring the subject property is:

Chicago Enterprise Center Owners' Association
13535 South Torrence Avenue
Chicago, Illinois 60633
Attn: Charles Marias

2. Proposed Schedule for Consummation

The lease between GLT and GLTRR was executed on April 30, 2018.

3. Mileposts of the Property

The Chicago Transloading Facility Trackage does not have mileposts.

4. Total Route Miles

At the time of the April 2018 Transaction, there were 12,500 feet (2.37 miles) of trackage, as noted in the Board's January 5, 2018, Decision. Since that time, additional trackage has been added. Today GLTRR is leasing 14,215 linear feet (2.69 miles) of trackage from GLT, and will continue to operate over it as well as its continued operations over the trackage owned

¹⁹ Since 2018, GLTRR has a recorded declaration to utilize the CEC Owners' Association rail area for rail purposes.

by CRRC (850 linear feet/ 0.16 miles), and the CEC Owners' Association (7,503 linear feet/ 1.42 miles). Thus, the total route mileage from all three entities is 22,568 linear feet (4.27 miles).

(f) Map

Maps depicting the Chicago Transloading Facility Trackage are attached as Exhibit 3.

(g) Certificate of Projected Revenues & Advance Notice Requirements (49 C.F.R. 1150.42)

The required certificate is attached, along with the verification for this petition for exemption. See Verification and Certification, attached as Exhibit 4. The projected annual rail revenue of GLTRR will not exceed \$5 million. Accordingly, the advance notice requirements of 49 C.F.R.1150.42(e) do not apply to the transaction.

(h) Interchange Commitments

The transaction that is the subject of this petition for exemption does not involve any provision or agreement that may limit future interchange with a third-party connecting carrier, nor is the Chicago Transloading Facility Trackage currently subject to any agreement that imposes such an interchange commitment. The transaction will not result in any adverse change in competition or service levels or any significant operational changes.

Labor Protection

Because the proposed transaction involves the lease and operations by a Class III carrier, employee protective conditions may not be imposed as a condition of this exemption. See 49 U.S.C. § 11326(c).

Environmental and Historical Reports

Under 49 C.F.R. § 1105.6(c)(1), the proposed lease and operations agreement is exempt from environmental reporting requirements because it will not result in a “significant change in carrier operations” and does not exceed the thresholds in 49 C.F.R. § 1105.7(e)(4) or (5).

Specifically, the lease and operations agreement subject to this Petition will not cause a diversion of (1) more than 1,000 rail carloads a year to motor carriage; or (2) an average of 50 carloads per mile per year for any part of these lines to motor carriage. Nor will the lease and operations agreement result in (1) an increase in rail traffic of at least 100 percent or an increase of at least eight trains a day on any segment of the subject rail line; (2) an increase of rail yard activities of at least 100 percent; or (3) an average increase in truck traffic of more than 10 percent of the average daily traffic or 50 vehicles a day. This lease and operations agreement will not exceed the thresholds of 49 C.F.R. § 1105.7(e)(5)(ii). The lease and operations agreement will not result in the transportation of any ozone-depleting materials. Therefore, pursuant to the Board’s regulations at 49 C.F.R. § 1105.6(c), no environmental documentation is required.

Similarly, under 49 C.F.R. 1105.8(b)(1), the lease and operation of the Chicago Transloading Facility Trackage are exempt from historic preservation reporting requirements. The proposed acquisition will continue the status quo concerning freight rail operations and GLT has not and does not intend to dispose of or alter properties subject to the STB’s jurisdiction that are 50 years or older. Accordingly, no environmental or historical documentation is required.

Expedited Consideration

As explained herein, GLTRR is seeking expedited consideration because as explained herein, NSR and GLT are parties to a purchase and sale agreement pursuant to which GLT will sell the Chicago Transloading Facility to NSR, which will in turn lease back operation of the

Chicago Transloading Facility to GLTRR. The parties originally intended to close this important transaction on May 1, 2024. In light of the April 26 Decision, this closing has been delayed to (1) allow GLTRR to correct its regulatory omission with respect to the April 2018 Lease, and (2) allow GLTRR to file a notice of exemption for its lease from NSR upon NSR acquiring the Chicago Transloading Facility. The facts presented in this individual Petition provide no reason why an extended review of the proposed transaction should be required. The operator of the Chicago Transloading Facility has remained the same for six years. There are no labor effects anticipated from the transaction. Moreover, granting this Petition on an expedited basis is consistent with the goals of the RTP, 49 U.S.C. § 10101 – (2) to minimize the need for regulatory control, (7) to reduce regulatory barriers to entry, and (15) to provide for the expeditious handling of proceedings. Thus, to ensure that the parties can proceed and realize the benefits immediately GLTRR respectfully requests that the Board address this Petition on an expedited basis.

Conclusion

For the foregoing reasons, GLTRR requests that the Board, under 49 U.S.C. §10502, exempt its acquisition and operation of the Chicago Transloading Facility from regulation under 49 U.S.C. §10902.

Respectfully submitted,

Crystal M. Zorbaugh

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EXHIBIT 1

March 23, 2018 Declaration

OVERSIZE EXHIBIT



1810104068

Doc# 1810104068 Fee \$160.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/11/2018 12:36 PM PG: 1 OF 27

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**

S ☒
P ☒
S ☒
SC ☒
INT ☒

THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Mark Richmond, Esq.
Richmond Breslin LLP
5215 Old Orchard Road, Suite 420
Skokie, Illinois 60077
(312) 568-4401
RB File No. 07056.90729

8985383
8981280 *OK Deep*

This space reserved for Recorder.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER (THIS "DECLARATION") AMENDS AND RESTATES IN ITS ENTIRETY THAT CERTAIN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER DATED AS OF DECEMBER 30, 1994 MADE BY KEMPER/PRIME INDUSTRIAL PARTNERS, ENTERPRISE CENTER VII, L.P., ENTERPRISE CENTER VIII, L.P., ENTERPRISE CENTER IX, L.P. AND ENTERPRISE CENTER X, L.P., WHICH DECLARATION WAS RECORDED ON FEBRUARY 2, 1995 WITH THE COOK COUNTY, ILLINOIS RECORDER AS DOCUMENT NO. 95-080794 AND AMENDED BY THAT CERTAIN EASEMENT AGREEMENT AND AMENDMENT TO DECLARATION DATED AS OF JUNE 10, 1996 BY AND BETWEEN KEMPER/PRIME INDUSTRIAL PARTNERS, TORRENCE PARTNERS LIMITED PARTNERSHIP, ENTERPRISE CENTER VII, L.P., ENTERPRISE CENTER VIII, L.P., ENTERPRISE CENTER IX, L.P. AND ENTERPRISE CENTER X, L.P., WHICH EASEMENT AGREEMENT AND AMENDMENT WAS RECORDED ON JUNE 14, 1996 WITH THE COOK COUNTY, ILLINOIS RECORDER AS DOCUMENT NO. 96-455750 (COLLECTIVELY, THE "ORIGINAL DECLARATION") (THE EFFECTIVENESS OF THE ORIGINAL DECLARATION FROM AND AFTER DECEMBER 30, 1994 THROUGH THE DATE HEREOF IS HEREBY RATIFIED AND CONFIRMED), SUCH THAT FROM AND AFTER THE DATE HEREOF, SAID ORIGINAL DECLARATION SHALL BE OF NO FURTHER FORCE AND EFFECT AND THIS AMENDED AND RESTATED DECLARATION SHALL BE SUBSTITUTED THEREFOR. ACCORDINGLY, SAID ORIGINAL DECLARATION IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY, THIS DECLARATION HEREBY REPLACING AND SUPERSEDING THE ORIGINAL DECLARATION AS FOLLOWS:

Box 400

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR CHICAGO ENTERPRISE CENTER LLC**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made as of the 23rd day of March, 2018, by **CENTERPOINT CHICAGO ENTERPRISE LLC**, an Illinois limited liability company ("**Declarant**").

RECITALS:

WHEREAS, Declarant is the legal title holder of certain property situated in the City of Chicago, State of Illinois, which is described in **Exhibit "A"** attached hereto and made a part hereof ("**Property**"); and

WHEREAS, Declarant desires to provide for the preservation of the value of the Property by providing for: (i) the maintenance, repair and replacement of common areas and common facilities and systems serving the Property; (ii) the granting of certain easements over portions of the Property; (iii) the maintenance, care, and replacement of certain business park signage, rail area and water line for fire protection located on the Property; (iv) certain maintenance obligations and other restrictions governing the use and development of the Lots (as hereinafter defined); (v) common insurance and the payment of common area taxes; and (vi) the allocation of and collection of assessments to carry out this Declaration, and reasonable reserves; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the value of the Property and the individual Lots, to create an incorporated association for the purpose of carrying out the purposes of this Declaration and for administering and enforcing the covenants and easements created hereunder; and

WHEREAS, Declarant desires and intends that the owners, tenants, mortgagees, occupants and other persons hereafter acquiring any interest in the Property, shall at all times enjoy the benefits of, and shall hold their respective interest in the Property subject to, the rights, easements, obligations, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness thereof; and

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be transferred, held, sold, conveyed, used and occupied subject to this Declaration.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

Section 1.1. Amenities. "Amenities" shall mean, collectively, the Common Areas, the Business Park Monuments, the Rail Areas and the Common Utilities and Systems.

Section 1.2. Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation filed with the Illinois Secretary of State on January 4, 2018, whereby the Association was incorporated as an Illinois not-for-profit corporation.

Section 1.3. Association. "Association" shall mean the Chicago Enterprise Center Owners' Association, an Illinois not-for-profit corporation.

Section 1.4. Association Costs. "Association Costs" shall mean (i) all costs incurred and expenditures made by the Association in fulfillment of its responsibilities in accordance with **Article IV** hereof, and (ii) such reasonable reserves determined to be necessary by the Board of Directors from time to time, including, but not limited to, reserves for anticipated current and future capital costs and extraordinary expenses.

Section 1.5. Board of Directors. "Board of Directors" shall mean the duly constituted board of directors of the Association, elected from time-to-time in accordance with the Governing Documents.

Section 1.6. Business Park Monuments. "Business Park Monuments" shall mean the entrance signs and logos identifying the Property, the structures upon which they are constructed or to which they are affixed, and any associated lighting, if any.

Section 1.7. By-Laws. "By-Laws" shall mean the by-laws of the Association, as the same are lawfully amended from time to time.

Section 1.8. City. "City" shall mean the City of Chicago, Illinois.

Section 1.9. Common Areas. "Common Areas" shall mean all portions of the Property as conceptually identified in **Exhibit "B"** attached hereto and made a part hereof as set aside, intended or reserved for (a) Common Utilities and Systems, (b) Rail Areas or (c) the Business Park Monuments. "Common Areas" shall also mean and include any land or easements as may be hereafter, from time-to-time, conveyed or granted by Declarant to the Association as an Amenity.

Section 1.10. Common Utilities and Systems. To the extent not dedicated or otherwise conveyed to the City or other governmental authority or private utility provider, the "Common Utilities and Systems" shall mean the water line and related improvement for fire protection owned or controlled by the Association, and contained within the Common Areas or any other locations within or outside the Property so long as it serves the Property and more than one Lot.

Section 1.11. Declarant. "Declarant" shall have the meaning ascribed to it in the introductory paragraph of this Declaration.

Section 1.12. Declaration. "Declaration" shall mean this Declaration of Covenants, Restrictions and Easements, as the same may be amended from time to time.

Section 1.13. Deed. "Deed" shall mean any deed conveying a Lot to a Lot Owner.

Section 1.14. Governing Documents. "Governing Documents" shall collectively mean and refer to the Articles of Incorporation, the By-Laws and this Declaration, as any the same may from time to time be amended or supplemented.

Section 1.15. Improvements. "Improvements" shall mean all above and below ground structures and improvements constructed on or under a Lot. The Improvements shall not include any of the Amenities.

Section 1.16. Lot. "Lot" shall mean (a) each subdivided lot or tract set forth in a Subdivision Plat, (b) each unsubdivided tract conveyed by the Declarant to another Person (other than the Association) and (c) all of the remainder of the Property owned by Declarant; provided that, no portion of the Common Areas shall constitute a Lot or Lots, even though such Common Areas may be separately identified as a lot, outlot or tract on the Subdivision Plat.

Section 1.17. Lot Owner. "Lot Owner" shall mean the holder of fee simple record title to a Lot, whether one or more Persons.

Section 1.18. Member. "Member" shall mean each Lot Owner. There are two classes of Members as provided for in Section 3.4 hereof.

Section 1.19. Member's Proportionate Share. "Member's Proportionate Share" shall mean each Member's share of the Association Costs, determined in accordance with the provisions of Section 5.1 hereof.

Section 1.20. Mortgagee. "Mortgagee" shall mean any Person who holds a recorded mortgage lien, deed of trust or other security interest in any Lot or portion thereof or interest therein, created to secure a *bona fide* indebtedness or the performance of an obligation(s), regardless of whether the lien or security interest encumbers fee title to said Lot or any leasehold or other subordinate estate.

Section 1.21. Occupant. "Occupant" shall mean any Person from time to time entitled to the use or occupancy of any portion of a Lot (or the Improvements thereon) under any lease, sublease, easement, license, concession or other similar agreement.

Section 1.22. Parcel. "Parcel" shall mean any part of the Property that is platted of record as a separate parcel.

Section 1.23. Person. "Person" shall mean any one or more individuals, partnerships, joint ventures, limited liability companies, associations, corporations, trusts, units of government, administrative tribunals or any other form of governmental, business or legal entity.

Section 1.24. Property. "Property" shall have the meaning ascribed to it in the Recitals of this Declaration.

Section 1.25. Rail Areas. "Rail Areas" shall mean the areas within the Common Areas legally described on Exhibit "C" attached hereto and made a part hereof which is intended for construction, reconstruction, use, inspection, operation, maintenance, repair and replacement of

railroad improvements, rails, ties, tracks, switches, signals switches and switch gear, ballast, railbeds, signals and control devices, signal towers, markings and signs, bridges and trestles, retaining walls, light fixtures and poles and electrical service thereto, culverts, swales, drainage facilities, storm sewers and catch basins, detention and retention basins, and any other improvements, fixtures and systems incidental thereto, together with (i) the right of access over, upon and through the Rail Areas for the necessary individuals and equipment to perform said functions and (ii) the right to transport, move, maneuver, park and store rail cars, subject to rules and regulations imposed by the Association.

Section 1.26. Subdivision Plat. "Subdivision Plat" shall mean each and every recorded plat of subdivision or plat of resubdivision affecting the Property or any part thereof as may be approved by (a) Declarant so long as Declarant holds the Class B membership under **Section 3.4(b)** or (b) the Association after Declarant no longer holds said Class B membership.

Section 1.27. Votes. "Votes" shall mean the votes entitled to be cast at any regular or special meeting of the Members. The total number of Votes shall be 100, and shall be allocated to each Lot according to its Member's Proportionate Share multiplied by 100 and rounded to the nearest whole number. (Example: the Member's Proportionate Share for a Lot is 33.6% (ie: 0.336), and therefore the number of Votes allocated to that Lot would be 34.) Notwithstanding the foregoing, as set forth in **Section 3.5**, the Class B Member shall be entitled to all 100 Votes until such time as the Class B membership is terminated in accordance with **Section 3.4(b)**.

Section 1.28. Voting Member. "Voting Member" shall mean each Person entitled to vote at a meeting of the Association as provided for in **Section 3.5** hereof. Each Lot Owner shall have only one Voting Member, and if a Lot Owner consists of more than one Person then the Voting Member for that Lot shall be the Person so designated in writing by a majority of the Persons constituting that Lot Owner. As set forth in **Section 3.5**, the Class B Member shall be the sole Voting Member until such time as the Class B membership is terminated in accordance with **Section 3.4(b)**.

ARTICLE II

AMENITIES

Section 2.1. Care of Amenities. The Association shall be responsible for the care, maintenance, repair and replacement of the Amenities in accordance with this Declaration; for the payment of all taxes levied or assessed against the Amenities; and for the insuring of the Amenities as provided in the Governing Documents or as may be determined by the Board of Directors.

Section 2.2. Use of Amenities. Each Lot Owner and Occupant shall have the benefit of an appurtenant non-exclusive easement of use with respect to the Amenities, subject however to the restrictions and conditions set forth in this Declaration. Notwithstanding the foregoing, no Person shall obstruct, confiscate or misuse any of the Amenities.

Section 2.3. Damage to Amenities or Common Areas. No Person shall, by either act or omission, damage or impair the function, appearance or condition of any of the Amenities. If any

expense is incurred by the Association for the replacement, repair or maintenance of any of the Amenities as a result of the act or omission of a Lot Owner or any of its Occupants, agents, licensees, invitees, contractors, sub-contractors or employees, such expense shall be due and payable by that Lot Owner within ten (10) days of written demand therefor from the Association, the unpaid portion of which shall accrue interest at the rate per annum equal to the prime rate of interest as published from time to time in the Wall Street Journal plus five percent (5%) and shall be a lien upon the Lot Owner's Lot enforceable in accordance with the provisions of this Declaration.

Section 2.4. Dedications. The Board of Directors shall have the right, in its discretion, to cause the Association to dedicate any of the Amenities to the City or any other governmental authority, provided that, in the reasonable opinion of the Board of Directors, the dedication does not have a material adverse effect on any Lot Owner's rights regarding the Amenities as those rights are set forth in this Declaration. In the event of a dedication of Amenities, the Amenities dedicated shall cease to be Amenities under this Declaration.

Section 2.5. Conceptual Plan. The plan attached hereto as Exhibit "B" setting forth certain Common Areas is conceptual in nature only. From time to time, Declarant may amend this Declaration to reflect actual the location of the Common Areas based upon such final design and shall record an amendment to this Declaration to reflect such final design, provided, however, in no event may Declarant revise the location of the Rail Areas if such revision will materially, adversely affect rail service to any affected Lot.

ARTICLE III

CREATION OF ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

Section 3.1. General. The Association is a not-for-profit corporation duly formed and existing under the laws of the State of Illinois, and it is charged with the duties and vested with the powers prescribed by this Declaration. The By-Laws shall not be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2. Duties and Powers of the Association. In addition to the duties and powers enumerated elsewhere herein, and without limiting the generalities thereof, the Association shall:

- (a) Maintain or cause to be maintained in a safe, sanitary and orderly condition, and in good order and repair, all of the Amenities;
- (b) Levy and collect assessments to provide such funds as may be required from time to time for the foregoing purposes as determined by the Board of Directors, and shall have and possess all such powers as shall be necessary or appropriate for the accomplishment of such duties and functions;
- (c) Establish and maintain working capital and contingency funds, and establish and collect reserves, in such amounts as may be reasonably determined by the Board of Directors from time-to-time;

(d) Insure the Amenities against casualties and liabilities;

(e) Own the Amenities and other real and personal property and fixtures, open bank accounts, contract for legal and accounting services, employ such contractors as is reasonably necessary to undertake the duties of the Association, and otherwise do that which is necessary to protect or defend the Association and the Amenities from loss or damage, by suit or otherwise; and

(f) Pay taxes levied or assessed against any of the Amenities; and

(g) Retain and compensate property managers for the Association and the Amenities.

Section 3.3. Funds. All funds collected by the Association shall be held and expended for the purposes designated herein and in the other Governing Documents. All such funds shall be deemed to be held for the benefit, use and account of the Association.

Section 3.4. Membership. The Association shall have two (2) classes of Members:

(a) **Class A:** Class A Members shall be such Persons as, from time to time, are Lot Owners. Notwithstanding the foregoing, no Mortgagee shall be a Member until it becomes the Lot Owner. The beneficiary of any land trust holding title to a Lot shall be the Member for such Lot, rather than the trustee or the trust. A Person's membership in the Association shall automatically terminate upon the conveyance of its Lot, other than by lease or mortgage, at which time said Lot Owner's successor in title shall automatically become a Member. No Member shall have any right or power to disclaim, terminate or withdraw from its membership in the Association or from any of its obligations as a Member, except as specifically provided herein.

(b) **Class B:** The Class B Member shall be the Declarant, which shall be entitled to the sole Vote in the Association until the Declarant owns or controls Lots which in the aggregate constitute less than 10% of the land area of all of the Lots, at which time the Class B membership will be deemed to have terminated and the Declarant shall become a Class A Member with respect to the Lots it owns. It is understood that the Declarant may transfer, assign or relinquish all or part of its right, title and interest, and the powers inuring pursuant to its Class B membership hereunder, which assignment shall become effective upon the delivery of the instrument of assignment to the Association. For purposes of this **Section 3.4(b)**, the conveyance by the Declarant of legal title to any Lot or Lots to CenterPoint Properties Trust ("CNT"), or to a different entity which holds legal title for the benefit of the Declarant or in which the Declarant or CNT is the controlling party, or to a partnership of which Declarant or CNT owns a 20% or greater partnership interest, or to a corporation of which Declarant or CNT owns 20% or more of the common stock, or to a limited liability company of which Declarant or CNT own 20% or more share of the membership interests, shall not constitute a sale or transfer by Declarant.

Section 3.5. Voting Rights. There shall be only one Person with respect to each Lot who shall be entitled to cast that Lot's Votes at any meeting of the Association. Such Person shall be known as a "Voting Member." Such Voting Member shall be the Lot Owner, or the Person designated by such Lot Owner in writing to act as proxy on behalf of that Lot Owner. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors by the Lot Owner; provided that the Board of Directors may establish a number of days (not to exceed 60 days) prior to any meeting of the Members after which changes to the list of Voting Members may not be made. In any case in which fee title to a Lot is vested in more than one Person, the Voting Member and the Vote(s) for such Lot shall be determined among such Persons constituting the Lot Owner as they may see fit, but no more than one Voting Member shall represent any Lot. In case no Voting Member is designated by the Lot Owner with respect to its Lot, any notice required to be given herein to the Voting Member may be directed to any one or more of the Lot Owners of such Lot.

Notwithstanding the foregoing, the sole Voting Member and all 100% of the Votes in the Association, shall vest in the Declarant as the Class B Member, and the Class A Voting Members shall have no Votes at meetings of the Association, until such time as the Class B membership is terminated pursuant to the provisions of **Section 3.4(b)** above and after such time as the Class B membership is terminated pursuant to the provisions of Section 3.4(b) above, the Association shall act only upon actions approved by 100% of the Votes.

Section 3.6. Meetings.

(a) **General.** Meetings of the Voting Members shall be held at the Property or at such other place within the City, or within the State of Illinois not more than thirty (30) miles from the city limits of the City, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Association by Voting Members having twenty (20%) or more of all Votes shall constitute a quorum; except that, so long as there is a Class B Membership, attendance by the Class B Member shall constitute a quorum. Except as otherwise provided in the Governing Documents, all actions taken by the Members shall be taken or decided by a majority of the Votes held by the Voting Members in attendance at meeting at which there is a quorum; except that, so long as there is a Class B Membership, the vote of the Class B Member shall constitute a unanimous vote.

(b) **Annual Meeting.** The initial meeting of the Association, if not previously held, shall be held within ninety (90) days after the date hereof. Thereafter, there shall be an annual meeting of the Association during each calendar year at such time and date as may be designated by written notice of the Board of Directors given not less than thirty (30) days prior to the date fixed for such meeting; which shall be held during the fourth quarter of each calendar year.

(c) **Special Meetings.** Special meetings of the Association may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of the Members, or for any other purpose. Said meetings shall be called by written notice to the Members as authorized by the Board of Directors, or by Voting Members having not less than 30% percent of the Votes, and given not less than fourteen

(14) days or such longer period as may be specifically required by this Declaration with respect to the subject matter of such meeting, prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) **Notices of Meetings.** Notices of any meeting of the Members shall be delivered either personally, by mail or by overnight delivery to each of the Voting Members, addressed to it at the address given in writing by the Lot Owner to the Board of Directors for the purpose of service of such notice, or to the address of the most current tax assessee for the Lot (as shown on the Records of the tax collector of the County or Counties of Illinois in which all or any portion of the Lot is located) if no address has been given to the Board of Directors in writing by the Lot Owner. Any such notices shall be either (i) sent by United States mail, in which case the notice shall be deemed delivered five (5) days after deposit, postage pre-paid, in the United States mail, (ii) sent by overnight delivery using a nationally-recognized courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier or (iii) by personal hand delivery, in which case notice shall be deemed delivered at the time of the personal hand delivery.

Section 3.7. Board of Directors.

(a) **General.** At the initial meeting of the Association, and at each annual meeting thereafter, a Board of Directors shall be elected by a majority of the Votes held by the Voting Members in attendance at a meeting at which there is a quorum. Subject to the provisions of **Section 3.7(b)**, the Board of Directors shall serve a term of one year and until successors are elected and qualified pursuant to the By-Laws.

(b) **Vacancies.** Any vacancy on the Board of Directors may be filled for the remainder of the terms so vacated by a majority of the Votes held by the Voting Members in attendance at a meeting at which there is a quorum.

(c) **Removal.** At any annual or special meeting of the Association duly called, any member of the Board of Directors may be removed with or without cause by a majority of the Votes held by the Voting Members in attendance at a meeting at which there is a quorum, and a successor may then and there be elected to fill the vacancy thus created.

(d) **Exercise of Powers and Duties Prior to Election of Board of Directors.** Until the first Board of Directors is elected pursuant to this **Section 3.7**, the Declarant shall have and exercise the powers and duties of the Board of Directors.

(e) **Compensation and Reimbursements.** The members of the Board of Directors, and the officers of the Association, may be paid reasonable compensation for their services in those capacities, and the same may receive reimbursement for out-of-pocket expenses incurred in connection with the performance of their respective duties, all as may be determined by the Board of Directors.

Section 3.8. Powers and Duties of the Board of Directors. The Board of Directors shall have all lawful powers and duties for the management and administration of the affairs of the

Association and may do all such lawful acts as are not specifically required to be done by the Lot Owners pursuant to the Governing Documents.

ARTICLE IV

ASSOCIATION RESPONSIBILITIES

Section 4.1. Maintenance Obligations. The Association shall insure, maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all of the Amenities in a clean, slightly, safe, neat, orderly and first-class condition. Such maintenance (to the extent not required to be performed by a Lot Owner pursuant to the terms of this Declaration) may include, but not be limited to, the following:

- (a) The care, maintenance, repair, cleaning and replacing of the Common Areas;
- (b) The care, maintenance, repair and replacement of the Common Utilities and Systems, Rail Areas and the Business Park Monuments;
- (c) All other care, maintenance, repair and replacement of the Amenities as shall be required to keep same in good condition, as determined by the Board of Directors in its reasonable discretion.

Section 4.2. Association Insurance and Operating Expenses. In addition to the various responsibilities set forth in **Section 4.1** hereof, the Association shall have the responsibility and obligation to perform the following:

- (a) Obtaining such public liability, casualty and other insurance as may be necessary to protect the Association and the Lot Owners in connection with the Association's and the Lot Owners' ownership and use of the Amenities; and
- (b) Pay all costs and expenses of operating the Association, including, but not limited to, annual franchise fees, real estate taxes on all of the Common Areas, other taxes charged against the property of the Association, reporting fees, professional fees, management fees, and other costs of operation.

Section 4.3. Access to Lots. The Declarant, the Board of Directors, and the Association's contractors, as the case may be, may upon reasonable advance notice to the Lot Owner, enter upon any Lot for the purpose of performing such maintenance, repairs and replacements of the Amenities in accordance with this Declaration, provided that (a) such rights are exercised in a lawful, safe and reasonable manner, (b) the party exercising such rights hereunder shall repair and restore any damage or disturbance to any Lot or the improvements thereon caused by such entry, and (c) such party shall keep the Lot free from any liens arising out of the work performed, material furnished or obligation incurred by such party or any person or entity claiming through or under such party.

ARTICLE V

ASSESSMENTS

Section 5.1. Member's Proportionate Share of Costs. All Members of the Association shall pay their pro rata share of the Association Costs, all in accordance with the following formula:

$$\text{Square Footage of Lot} \div \text{Total Square Feet of all Lots} = \text{Member's Proportionate Share (expressed as a percent)}$$

Section 5.2. Liability for Payment. The payment of a Member's Proportionate Share of the assessments for Association Costs shall be the personal liability of each Lot Owner during its period of ownership of the applicable Lot. In the event that record title to a Lot is held in trust, then the beneficiary or beneficiaries of such trust shall also be liable for payment of the Member's Proportionate Share of the assessments.

Section 5.3. Property Lien. All unpaid assessments and charges imposed on a Lot Owner pursuant to this Declaration, together with interest thereon as provided in Section 5.5, and the costs of collection, if any (including reasonable attorneys' fees and costs), shall constitute a judicially enforceable lien against the Lot upon the recordation of a notice of lien, identifying said Lot, in the Office of the Recorder of the County or Counties of Illinois in which the Lot is located, unless and until a release thereof shall likewise be duly filed and shall be superior to all other liens and encumbrances against such Lot, except only for liens securing payment of taxes, special assessments and special taxes levied by any political subdivision or municipal corporation or any state or federal taxes which by law are a lien against the interest of any such Owner prior to pre-existing recorded encumbrances, and provided, further, that such lien shall be subordinate to the lien of a recorded bona fide security device encumbering such Lot, including a mortgage or trust deed, except for such amounts which become due and payable from and after the date on which the holder of such security device either (i) takes possession of said Lot, or (ii) accepts a conveyance of any interest therein other than as security, or (iii) files suit to foreclose its security device.

Section 5.4. Amount of Assessment. The initial annual assessment and all subsequent assessments shall be fixed by the Board of Directors, giving due consideration to anticipated Association Costs (including reasonable reserves) as determined by the Board of Directors for the next succeeding twelve (12) month period. All assessments shall be payable to the Association. Commencing with the first fiscal year of the Association and for each fiscal year thereafter, the Board of Directors shall estimate in writing the anticipated Association Costs and the same shall be assessed against each Member in accordance with each such Member's Proportionate Share and paid in advance by each Lot Owner not more frequently than quarterly unless the Board of Directors shall otherwise direct. Such estimate shall take into consideration the cost of or reserves for any contemplated current or future repairs, replacements or renewals. If the assessments levied, paid or collected prove inadequate for any reason (including non-payment of any Lot Owner's assessment) or fail to provide funds reasonably estimated to be required for the remainder of the Association's fiscal year, then the Board of Directors may change the total assessments payable hereunder by giving written notice thereof (together with a revised estimate) to each Member not less than ten (10) days

prior to the effective date of the revised assessment. At least once each year the Board of Directors shall deliver to each Member a statement of actual costs for the prior year, along with a reconciliation of estimated assessments with actual costs and reserves. The Board of Directors shall have the power to levy additional or special assessments as it deems reasonably necessary to carry out this Declaration. Each Member's Proportionate Share of the assessments shall be computed in accordance with the formula set forth in Section 5.1 hereof. Any Member shall have the right to examine the Association's records relative to any assessment during normal business hours upon reasonable prior notice; provided that said Member bears all costs of said examination. All assessments shall be prorated as of the date title transfers to a new Lot Owner.

Section 5.5. Non-Payment of Assessment. Any assessments which are not paid when due shall be delinquent, and delinquent assessments or charge shall bear interest from the date that a written notice of delinquency is delivered to a Lot Owner, at a rate per annum equal to the prime rate of interest as published from time to time in *The Wall Street Journal*, plus five percent (5%), but in no event greater than the maximum amount permitted by law, and the Association may, at its option, bring an action at law against the Member personally obligated to pay the Assessment, may foreclose the lien provided for in Section 5.3 against the Lot owned by such Member or by such Member's land trustee (in the event the Member is a beneficiary of a land trust), or may exercise any other rights or remedies the Association may have at law or in equity, and the interest, together with all actual out-of-pocket costs and expenses (including reasonable attorneys fees) incurred by the Association in connection with any such action, shall be added to the amount of such assessment and to any judgment or decree therefor. The lien provided for under Section 5.3 shall secure the payment of the assessment or charge, interest thereon and the aforesaid costs, expenses and reasonable attorneys' fees. No Lot Owner may waive or otherwise avoid liability for any assessment or charges as provided for herein by non-use or abandonment of its Lot.

ARTICLE VI

RESERVATIONS IN FAVOR OF DECLARANT

Section 6.1. Reservations. In addition to any other rights reserved to Declarant under this Declaration, and notwithstanding any other provisions of this Declaration, Declarant reserves unto itself and its successors and assigns the following rights and privileges, as appurtenant to any portion of the Property owned by Declarant at the time of the exercise of these reservations, for a period of thirty (30) years from the date this Declaration is recorded, after which time said rights and privileges shall be automatically extended for successive periods of five (5) years unless earlier terminated by Declarant:

- (a) The right to further subdivide any Lot so owned by the Declarant;
- (b) The right at any time to make other lands now or hereinafter owned by Declarant to become subject to this Declaration by executing an instrument in writing expressly extending the application of this Declaration to such other properties and by recording the same in the Office of the Recorder of the County or Counties of Illinois in which the Property is all or partially located. Upon such recordation, whenever thereafter in construing this Declaration reference is made to the "Property", said term shall mean and

including not only the land that is described in **Exhibit "A"**, but also such additional lands so designated by Declarant;

- (c) The right to dedicate any of the Amenities to the City or other governmental authority;
- (d) The right to amend a Subdivision Plat (so long as such amendment does not affect any Lot not owned by the Declarant unless the Owner of such Lot consents thereto), or to resubdivided any Lot then owned by the Declarant; and
- (e) The right to convey or otherwise transfer property (real or personal) to the Association, which property shall then constitute Amenities.

ARTICLE VII

PROVISIONS GOVERNING MAINTENANCE OF IMPROVEMENTS

Section 7.1. Maintenance of Private Storm Water Detention Facilities. A Lot Owner(s) may, from time to time, designate or set aside by recorded plat, easement or other written instrument, areas within its Lot(s) for the purpose of providing areas (not owned or controlled by the Association) for additional storm water detention or retention, and facilities and improvements related thereto, and the responsibility for their maintenance and repair, including the cost thereof, shall be that of the Lot Owner(s) upon whose Lot(s) such private storm water areas or facilities are located. Such private storm water management facilities shall not constitute Amenities.

Section 7.2. Waste Disposal. No waste material or refuse shall be dumped, placed or allowed to remain on a Lot outside a permanent structure unless it is in closed containers of a quality to control odors and behind a visual barrier screening such areas so that they are not visible from neighboring properties or public streets. Each Lot Owner or Occupant shall regularly remove at its own expense any rubbish or trash of any character which may accumulate on its Lot. Rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.

Industrial and hazardous waste disposal shall be in a manner as prescribed by the ordinances of the City and any other applicable Federal or State governing agency.

Section 7.3. Intentionally Deleted.

Section 7.4. Maintenance of Lots. Each Lot Owner shall keep its Improvements, landscaping and appurtenances thereon in a safe, clean, maintained, neat, wholesome condition, and shall comply in all respects with all governmental statutes, ordinances, regulations, health and police and fire requirements. Each such Lot Owner or Occupant shall remove, at its own expense, any rubbish or trash of any character which may accumulate on its Lot, and shall take all necessary steps to prevent the presence of rodents on its Lot. Rubbish, trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

Section 7.5. Construction. Any and all construction on a Lot shall be commenced and diligently pursued and shall not remain in partly finished condition any longer than is reasonably necessary for completion thereof. The Lot Owner of a Lot upon which Improvements are being constructed shall at all times keep the streets being utilized by such Lot Owner in connection with said construction, as well as its Lot, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction and/or improvements.

Section 7.6. Temporary Structures. No temporary buildings, structures or occupied trailers, shall be permitted on a Lot. Temporary construction trailers shall be permitted only in conjunction with construction of Improvements, provided that they are located as inconspicuously as possible and are removed completely after completion of construction.

ARTICLE VIII

EASEMENTS

Section 8.1. Declaration/Association Easement. The Declarant (only while Declarant is the sole Class B Member) and/or the Association shall have a transferrable, perpetual power and authority to grant and accept easements to and from any private entity or public authority, agency, public service district, public or private utility or other Person, upon, over, under and across the Common Areas and within fifty (50) feet of any Common Areas, for constructing, installing, maintaining, repairing, inspecting and replacing the Common Areas. To the extent feasible, any such easement shall require the grantee of the easement to correct any damage done to the Property subject to such easement as a result of such grantee's exercise of the rights granted by the easement. Additionally the Declarant (only while Declarant is the sole Class B Member) and the Association shall at all times have a perpetual, non-exclusive access easement over and across the Common Areas, Common Utilities and Systems and Rail Areas, including those located on any Parcel, for purposes of performing the duties and obligations required hereunder.

Section 8.2. Future Utility Easement. In lieu of the Declarant reserving easements on, over, under and across the Property that may be unnecessary or unused, each Owner covenants and agrees, upon written request from the Declarant (only while Declarant is the sole Class B Member), Association or other Owner and a public utility provider, to dedicate and convey a public utility easement on, over, under and across such Owner's Parcel or Property for the benefit of the requesting Owner's Parcel or Property, provided that such dedication and conveyance does not unreasonably interfere with the Owner's use or enjoyment of their Parcel or Property. The form of the utility easement(s) shall be similar in form and substance to other utility easements required by the utility provider and subject to the other terms and provisions of this Declaration.

Section 8.3. Use of Common Area for Construction. Notwithstanding anything to the contrary contained herein, each Owner, shall have the right to use the Common Areas for reasonable and necessary construction access and/or staging ("Use") only upon written consent by the Association and provided that: (i) such Owner, at its sole cost and expense, fully restore the Common Areas used thereby to their pre-use condition; (ii) such Owner is fully responsible for all liability or damages caused by or related to said Use and shall indemnify and hold Declarant, the Association, its designee and other Owners harmless of and from any and all liabilities, claims,

demands and expenses, of any kind or nature, arising or attributable to such Use; (iii) such Owner procure all permits or approvals required for said Use; (iv) said Use does not interfere with the use or operations of the Property; (v) said Use does not unreasonably interfere with the other Owners' use or enjoyment of their respective Property or the Common Areas; (vi) the said Use is as limited and of as short a duration as possible.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1. Term. The easements, covenants and restrictions of this Declaration shall run with, be appurtenant to and bind the Property, and shall be binding on, inure to the benefit of and be enforceable by the Lot Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said easements, covenants and restrictions shall be automatically extended for successive periods of five (5) years unless terminated or modified as provided in **Section 9.2** hereof.

Section 9.2. Termination and Modification. Except as hereinafter provided, this Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be modified or amended, but not terminated, as to the whole of said Property or any portion thereof, by the Declarant until the termination of the Class B membership in accordance with **Section 3.4(b)**. Any modification or amendment of this Declaration by the Declarant, prior to the termination of the Class B membership, shall not have a material adverse affect on the ownership or lawful use of any Lot by a Lot Owner. After termination of the Class B membership, this Declaration may be terminated, modified or amended only upon the written consent of the Members holding: (a) at least seventy five percent (75%) of the Votes, or (b) all of the Votes if it is a modification or amendment which increases the maintenance obligation of any Lot Owner. No such termination, extension, modification, or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Office of the Recorder of the County or Counties of Illinois in which or any part of the Property is located.

Section 9.3. Assignments of Declarant's Rights and Duties. Any or all of the rights, powers and reservations of Declarant herein may be assigned to any person, corporation or association which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, the assignee shall, to the extent of such assignments, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein; provided that, with respect to any assignment by the Declarant during the period it is the Class B Member, the requirements of **Section 3.4(b)** shall be applicable. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under **Section 9.2**.

Section 9.4. Successors and Assigns. Each of the conditions, covenants, restrictions, reservations and standards set forth herein shall continue and be binding upon the Lot Owners and Occupants of the Property and upon their respective successors and assigns and all Persons claiming under them.

Section 9.5. Enforcement. The conditions, covenants, restrictions, reservations and standards herein set forth shall operate as covenants running with the land, regardless of whom may be the record title holder or holders of the Property, or any part thereof, and shall be enforceable by any Lot Owner, the Declarant or the Association, as the case may be, by proper proceeding, either in equity or at law, and the Persons entitled thereto shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of the enforcement or observance of the conditions, covenants, restrictions, reservations and standards herein set forth, and the failure of the Declarant or the Association, as the case may be, to enforce any of the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right of enforcement thereafter at any time.

Section 9.6. Certifications. Within fifteen (15) days following the request from any Lot Owner, Occupant or Mortgagee, the Declarant or the Association, as the case may be, shall certify in writing whether any amounts are then due and owing pursuant to this Declaration with respect to the Lot or any such Lot Owner.

Section 9.7. Notices. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when personally delivered or upon deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed, if to a Lot Owner, at its Voting Member's last mailing address registered with Association and if to the Association, at the address to which assessments are mailed. Prior to creation of the Association, notices to the Declarant shall be deemed to have been properly served when personally delivered or upon deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly served when personally delivered or upon deposit in the United States Mail, certified, return receipt requested, postage prepaid and properly addressed to the Declarant, c/o 1808 Swift Drive, Oak Brook, Illinois 60523-1501.

Section 9.8. Governing Law. This Declaration shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois.

Section 9.9. Severability. If any clause, phrase, sentence, condition or other portion of this Declaration shall be or become invalid, null or void for any reason or shall be held by any Court of competent jurisdiction to be so, the remaining portion of the Declaration shall not be affected thereby, and such remaining portions shall remain in full force and effect.

Section 9.10. Interpretation. For purposes of the interpretation of this Declaration: "therein" shall also mean "thereon" and "thereunder"; the singular shall include the plural when appropriate to the context; and the masculine, feminine and neuter genders shall be interchangeable when appropriate to the context. This Declaration shall be interpreted in accordance with the laws of the State of Illinois.

Section 9.11. Captions. The captions contained in this Declaration are for convenience of reference only and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions thereof.

Section 9.12. Exhibits and Section References. The Exhibits attached hereto are incorporated herein by the reference. The reference in this Declaration to any Exhibit or Section shall mean the Exhibits and Section numbers of this Declaration unless otherwise clearly to the contrary.

Section 9.13. Grammatical Changes. Wherever appropriate in this Declaration, the singular shall include the plural and the plural the singular.

Section 9.14. Not a Public Dedication. Except for permissible dedications made in accordance with the express provisions hereof, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 9.15. Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, or any other statutory or common law rule imposing time limits, then such provision shall continue only until the expiration of twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, President of the United States.

Section 9.16. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Lot Owners.

Section 9.17. Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise specifically provided herein.

Section 9.18. Inspection. The Board of Directors may from time to time at any reasonable hour or hours, and after reasonable notice to a Lot Owner, enter and inspect any portion of the Property with due cause.

Section 9.19. Attorneys' Fees. In any legal or equitable proceeding for the enforcement of this Declaration or to restrain any violation of this Declaration or any provision hereof, the Declarant or the Association shall, in addition to all other costs, be entitled to reasonable attorneys' fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Section 9.20. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association or any Lot Owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

Section 9.21. Limitation of Liability. Neither the Declarant, the Association, the Committee and its members, the Board of Directors and its members, nor the officers of the

Association shall be liable, in damages or otherwise, to anyone submitting plans and specifications for approval, or to any Owner affected by this Declaration, by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Every Person who submits plans to the Committee for approval agrees, by submission of such plans, and every Lot Owner, Occupant and mortgagee of any of the Lots agrees, by acquiring title thereto or an interest therein, that it will not bring any action or suit against the Declarant, the Association, the Committee or its members, the Board of Directors or its members, or the officers of the Association, to recover damages.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first written above.

DECLARANT:

CENTERPOINT CHICAGO ENTERPRISE LLC,
an Illinois limited liability company

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

By: 
Name: Nate Rexroth
Title: Executive Vice President

By: 
Name: Brian M. Sheehan
Title: Senior Vice President, Controller

SIGNATURE PAGE TO DECLARATION

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nate Rexroth and Brian M Sheehan, personally known to me to be the Executive Vice President and SVP, Controller, respectively, of CenterPoint Properties Trust, a Maryland real estate investment trust, sole manager of CenterPoint Chicago Enterprise LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that as such officers, they signed and delivered said instrument, pursuant to due authority, as their free and voluntary acts, and as the free and voluntary act and deed of said trust and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of March, 2018.

Lauren Pusinelli
 NOTARY PUBLIC



NOTARY PAGE TO DECLARATION

EXHIBIT "A"**PROPERTY**

License
 THAT PART OF LOTS 4, 5, 6, 12, 13, 14, 15, 16 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 9339715, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 1825.72 FEET TO A BEND POINT IN SAID SOUTH LINE, SAID BEND POINT BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 31; ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION 706.13 FEET TO THE EXISTING EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE THE FOLLOWING SIX COURSES ALONG THE LAST DESCRIBED LINE; 1) NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST 40.85 FEET; 2) NORTH 58 DEGREES 45 MINUTES 52 SECONDS WEST 179.49 FEET; 3) NORTH 54 DEGREES 06 MINUTES 14 SECONDS WEST 89.10 FEET 4) NORTH 48 DEGREES 37 MINUTES 11 SECONDS WEST 89.12 FEET; 5) NORTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 94.46 FEET; 6) NORTH 52 DEGREES 52 MINUTES 16 SECONDS WEST 63.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 968.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 52.54 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 115.23 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 51 SECONDS EAST 62.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1050.48 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 32 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 AND THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 396.36 FEET TO A POINT OF SAID LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 2047.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LOT 1 OF THE PLAT OF CORRECTION OF LOT 1 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, SAID PLAT OF CORRECTION RECORDED MARCH 25, 1997 AS DOCUMENT NUMBER 97206726,

AND

LOTS 2 THROUGH 17, BOTH INCLUSIVE, IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD,

EXCEPTING THEREFROM (CRRC PROPERTY)

THAT PART OF LOTS 4, 5, 6, 12, 13, 14, 15, 16 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 1825.72 FEET TO A BEND POINT IN SAID SOUTH LINE, SAID BEND POINT BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31, ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION 706.13 FEET TO THE EXISTING EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE THE FOLLOWING SIX COURSES ALONG THE LAST DESCRIBED LINE; 1) NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST 40.85 FEET; 2) NORTH 58 DEGREES 45 MINUTES 52 SECONDS WEST 179.49 FEET; 3) NORTH 54 DEGREES 06 MINUTES 14 SECONDS WEST 89.10 FEET; 4) NORTH 48 DEGREES 37 MINUTES 11 SECONDS WEST 89.12 FEET; 5) NORTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 94.46 FEET; 6) NORTH 52 DEGREES 52 MINUTES 16 SECONDS WEST 63.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 968.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 52.54 FEET; THENCE NORTH 89

DEGREES 59 MINUTES 22 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 115.23 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 51 SECONDS EAST 62.52 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1050.48 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 32 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 AND THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 396.36 FEET TO A POINT ON SAID LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 2047.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM (RAILROAD STRIP)

THAT PART OF LOTS 12 THROUGH 16, BOTH INCLUSIVE, IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, (BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD), LYING EAST OF A LINE LYING 89.73 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, IN COOK COUNTY, ILLINOIS.

Address: 13535 Torrence Avenue, Chicago, Illinois

60633

PINS: 26-31-303-010-0000
 26-31-303-011-0000
 26-31-303-012-0000
 26-31-303-013-0000
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 26-31-303-022-0000
 26-31-303-023-0000
 26-31-303-024-0000
 26-31-303-025-0000
 26-21-303-033-0000

EXHIBIT "C"**RAIL AREAS**

THAT PART OF LOTS 12 THROUGH 16, BOTH INCLUSIVE, IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, (BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD), LYING EAST OF A LINE LYING 89.73 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, IN COOK COUNTY, ILLINOIS.

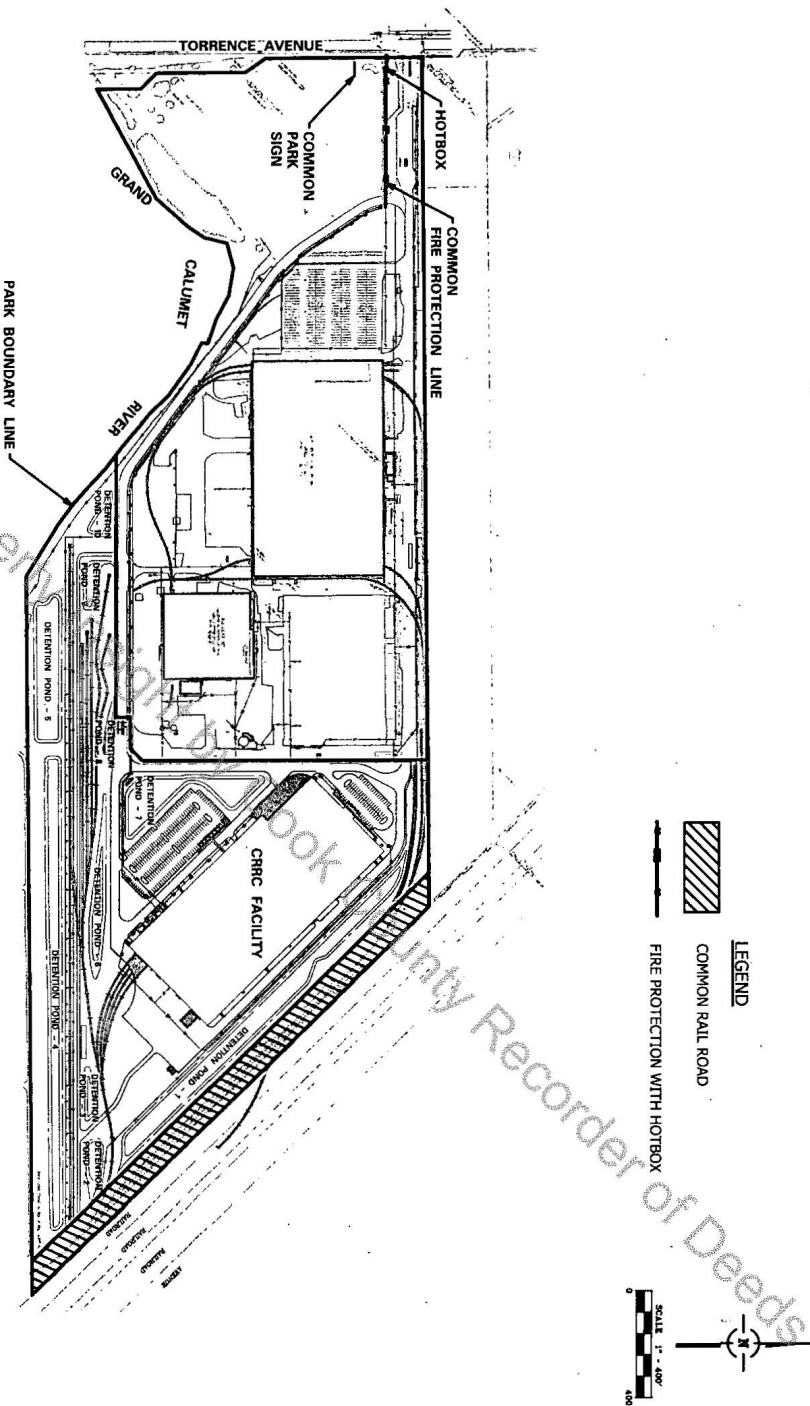
EXHIBIT "B"

COMMON AREAS CONCEPT PLAN

[See Attached]

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**



DATE: 07/24/17

FILENAME: 1810104068-AMENITIES

JOB NO: 8925

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

COMMON AMENITIES EXHIBIT

13535 TORRENCE AVE
CHICAGO, ILLINOIS

**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36764 (Sub-No. 1)

**GREAT LAKES TERMINAL RAILROAD, LLC
–ACQUISITION AND OPERATION PETITION FOR EXEMPTION –
GREAT LAKES TERMINAL, LLC, CRRC SIFANG AMERICA INCORPORATED,
AND CHICAGO ENTERPRISE CENTER OWNERS' ASSOCIATION**

PETITION FOR EXEMPTION

EXPEDITED CONSIDERATION REQUESTED

EXHIBIT 2

August 2017 Easement

**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING RETURN TO:**

MARK S. RICHMOND, ESQ.
RICHMOND BRESLIN LLP
5215 OLD ORCHARD ROAD
SUITE 420
SKOKIE, ILLINOIS 60077
RB FILE NO. 07056.90729

8981280 LK Deq



1723544013

Doc# 1723544013 Fee \$114.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/23/2017 10:39 AM PG: 1 OF 39

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS ("Declaration") is entered into as of the 17th day of August, 2017 ("**Commencement Date**") by **CENTERPOINT CHICAGO ENTERPRISE LLC**, an Illinois limited liability company (together with its successors and assigns, "**Declarant**").

R E C I T A L S:

A. Declarant is the owner of that certain property located in Chicago, Illinois and legally described on **Exhibit A** attached hereto and incorporated herein by reference ("**CRRC Parcel**").

B. Declarant is the owner of that certain property located in Chicago, Illinois and legally described on **Exhibit B** attached hereto and incorporated herein by reference ("**Enterprise Parcel**") (the CRRC Parcel and Enterprise Parcel are each sometimes individually referred to as a "**Parcel**" and collectively as the "**Parcels**").

C. Declarant desires to create certain easements over a portion of the CRRC Parcel and over a portion of the Enterprise Parcel on the terms and conditions hereafter set forth.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), and for the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Declarant agrees as follows:

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

2. **Access Easements.**

A. Declarant hereby declares, grants and conveys for the benefit of the owner from time to time of the CRRC Parcel ("**CRRC Owner**") and their tenants, occupants, employees, agents, contractors, customers, invitees and licensees ("**CRRC Parties**"), a perpetual, non-exclusive easement ("**South Access Easement**") appurtenant to the CRRC Parcel for automobile, truck and tractor trailer ingress and egress over and upon that portion of the Enterprise Parcel legally described and generally depicted on **Exhibit C** attached hereto and incorporated herein by reference ("**South Access Easement Parcel**") in order to provide the CRRC Owner and the CRRC Parties ingress and egress to and from the CRRC Parcel and Lot 17 in Chicago Enterprise Center Subdivision, recorded May 25, 1993 as Document Number 9339715, being a subdivision of part of the southeast 1/4 and the southwest 1/4 of section 31, township 37 north, range 15 east of the third principal meridian ("**Lot 17 Parcel**"). Declarant or, if Declarant no longer owns the

Biv

Enterprise Parcel, the Enterprise Owners, shall have the option ("**South Access Relocation Option**"), upon not less than ninety (90) days prior notice to CRRC Owner, to relocate the South Access Easement Parcel. Such notice shall include an explanation for the reason for the relocation, the proposed construction schedule and a depiction of the location of the relocated South Access Easement Parcel. The CRRC Owner shall have the right to approve the location of the relocated South Access Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed. The CRRC Owner may only object to the location of the relocated South Access Easement Parcel to the extent that same materially diminishes or impairs the access to and from the CRRC Parcel. The CRRC Owner shall have five (5) business days after being given notice of the exercise of the South Access Relocation Option to provide written notice to the Enterprise Owners of its objection to the location of the relocated South Access Easement Parcel, which objection must state with specificity as to the reasons for such objection. If the CRRC Owner fails to timely and reasonably object to the location of the relocated South Access Easement Parcel, the CRRC Owner shall be deemed to have approved the exercise of said South Access Relocation Option, including, the location of the relocated South Access Easement Parcel. Upon the exercise of the South Access Relocation Option and the approval, or deemed approval of the same by the CRRC Owner, Declarant or, if Declarant no longer owns the Enterprise Parcel, the Enterprise Owners, hereby declares, grants and conveys to and for the benefit of the CRRC Owner and CRRC Parties, a perpetual, non-exclusive easement appurtenant to the CRRC Parcel for automobile, truck and tractor trailer ingress and egress over and upon that portion of the Enterprise Parcel designated by Declarant or, if Declarant no longer owns the Enterprise Parcel, by the Enterprise Owners, the relocated South Access Easement Parcel. The relocated South Access Easement Parcel shall be approximately the same size and the road improvements thereon shall be approximately the same size, character, standard and quality as previously existed on the South Access Easement Parcel, and provide for automobile, truck and tractor trailer ingress and egress to and from the CRRC Parcel and the Lot 17 Parcel and shall not materially diminish or impair the easement rights of the CRRC Owner under the original South Access Easement Parcel. Declarant or the Enterprise Owners, as applicable, shall conduct such relocation and associated roadway improvement work at their sole cost and expense, without reimbursement from the CRRC Owner. The relocation and associated roadway improvement work shall be performed in a diligent, professional, lien-free manner, in compliance with all applicable laws and permit requirements and without causing any material impairment or disruption to the South access to the CRRC Parcel, and without causing any damage to the CRRC Parcel. The Declarant or the Enterprise Owners, as the case may be, shall meet, coordinate with (to the extent reasonably possible) and advise the CRRC Owner of the times, schedules and conditions under which the relocation work on the CRRC Parcel will be performed.

B. Declarant hereby declares, grants and conveys for the benefit of the CRRC Owner and CRRC Parties, a perpetual, non-exclusive easement ("**North Access Easement**") appurtenant to the CRRC Parcel for automobile, truck and tractor trailer ingress and egress over and upon that portion of the Enterprise Parcel legally described and generally depicted on **Exhibit D** attached hereto and incorporated herein by reference ("**North Access Easement Parcel**") in order to provide the CRRC Owner and the CRRC Parties ingress and egress to and from the CRRC Parcel and South Torrence Avenue.

C. Declarant hereby declares, grants and conveys for the benefit of the owners from time to time of the Enterprise Parcel ("**Enterprise Owners**") and their tenants, occupants, employees, agents, contractors, customers, invitees and licensees ("**Enterprise Parties**"), a perpetual, non-exclusive easement ("**Service Road Easement**") appurtenant to the Enterprise Parcel for automobile, truck and tractor trailer ingress and egress over and upon that portion of the CRRC Parcel legally described and generally depicted on **Exhibit E** attached hereto and

incorporated herein by reference ("**Service Road Easement Parcel**") in order to provide the Enterprise Owners and the Enterprise Parties ingress and egress to and from the Enterprise Parcel and the Rail Easement Parcel (hereinafter defined).

3. **Utility Easements.**

A. Declarant hereby declares, grants and conveys for the benefit of the CRRC Owner and the CRRC Parties a perpetual, non-exclusive easement ("**Sanitary Sewer Easement**") appurtenant to the CRRC Parcel, under that portion of the Enterprise Parcel legally described and generally depicted on **Exhibit F** attached hereto and incorporated herein by reference ("**Sanitary Sewer Easement Parcel**") for the maintenance, repair and replacement of sanitary sewer lines and related facilities ("**Sanitary Sewer Facilities**") and the connection of the Sanitary Sewer Facilities to the Metropolitan Water Reclamation District of Greater Chicago sanitary sewer line and related located on the Enterprise Parcel.

B. Declarant hereby declares, grants and conveys for the benefit of the CRRC Owner and the CRRC Parties a perpetual, non-exclusive easement ("**Water Line Easement**") appurtenant to the CRRC Parcel, under that portion of the Enterprise Parcel legally described and generally depicted on **Exhibit G** attached hereto and incorporated herein by reference ("**Water Line Easement Parcel**") for the maintenance, repair and replacement of water lines and related facilities ("**Water Line Facilities**") and connection to water lines and related facilities located on the Enterprise Parcel. Declarant or, if Declarant no longer owns the Enterprise Parcel, the Enterprise Owners, shall have the option ("**Water Line Relocation Option**"), upon not less than ninety (90) days prior notice to CRRC Owner, to relocate the Water Line Easement Parcel. Such notice shall include an explanation for the reason for the relocation, the proposed construction schedule and a depiction of the location of the relocated Water Line Easement Parcel. Upon the exercise of the Water Line Relocation Option, Declarant or, if Declarant no longer owns the Enterprise Parcel, the Enterprise Owners, hereby declares, grants and conveys to and for the benefit of the CRRC Owner and CRRC Parties, a perpetual, non-exclusive easement appurtenant to the CRRC Parcel for the maintenance, repair and replacement of water lines and related facilities over and upon that portion of the Enterprise Parcel designated by Declarant or, if Declarant no longer owns the Enterprise Parcel, by the Enterprise Owners, the relocated Water Line Easement Parcel. The relocated Water Line Easement Parcel shall be approximately the same size and shall not materially diminish or impair the easement rights of the CRRC Owner under the original Water Line Easement Parcel. Declarant or, if Declarant no longer owns the Enterprise Parcel, the Enterprise Owners, shall conduct such relocation at their sole cost and expense, without reimbursement from the CRRC Owner. The relocation shall be performed in a diligent, professional, lien-free manner in compliance with all laws and permit requirements and without causing any material impairment or disruption to the supply of water to the CRRC Parcel, and without causing any damage to the CRRC Parcel. The Declarant or the Enterprise Owners, as the case may be, shall meet, coordinate with (to the extent reasonably possible) and advise the CRRC Owner of the times, schedules and conditions under which the relocation work on the CRRC Parcel will be performed. If the Water Line Relocation Option is exercised after the Water Line Easement Parcel has been improved with the water line facilities, then the Declarant or Enterprise Owner, as applicable, at their sole cost and expense, without reimbursement from the CRRC Owner, shall relocate the water lines properly and reasonably restore the surface of the prior Water Line Easement Parcel and make improvements of substantially the same size, character, standard and quality as previously existed on or within the prior Water Line Easement Parcel ("**Prior Standard**"). Declarant or, if Declarant no longer owns the Enterprise Parcel, the Enterprise Owners, shall reimburse the CRRC Owner for any costs incurred by the CRRC Owner in improving the relocated Water Line Easement Parcel to the Prior Standard, relocating the water

line facilities or installing new water line facilities within the relocated Water Line Easement Parcel or for restoring the Water Line Easement Parcel, if not properly restored by the Declarant or the Enterprise Owner, as the case may be.

4. **Rail Easement.** Declarant hereby declares, grants and conveys for the benefit of the Enterprise Owners and the Enterprise Parties, a perpetual, exclusive easement ("**Rail Easement**") appurtenant to the Enterprise Parcel, over, under, upon, across and through that portion of the CRRC Parcel legally described and generally depicted on **Exhibit H** attached hereto and incorporated herein by reference ("**Rail Easement Parcel**"), as follows:

A. for construction, reconstruction, use, inspection, operation, maintenance, repair and replacement of railroad improvements, rails, ties, tracks, switches, signals switches and switch gear, ballast, railbeds, signals and control devices, signal towers, markings and signs, bridges and trestles, retaining walls, light fixtures and poles and electrical service thereto, culverts, swales, drainage facilities, storm sewers and catch basins, detention and retention basins, and any other improvements, fixtures and systems incidental thereto ("**Rail Facilities**") together with the right of access over, upon and through the Rail Easement Parcel for the necessary individuals and equipment to perform said functions. The right is also granted to cut down, trim, or remove trees, bushes, vegetation and debris within the Rail Easement Parcel for the uses and purposes herein set forth; and

B. to transport and move railcars over the Rail Facilities located on the Rail Easement Parcel for the sole and exclusive purpose of providing rail access to and from the Enterprise Parcel.

5. **Term of Easements.** The South Access Easement Parcel, North Access Easement, Sanitary Sewer Easement Parcel, Water Line Easement Parcel and Rail Easement Parcel are each sometimes individually referred to as an "**Easement Parcel**" and collectively referred to as the "**Easement Parcels**". The CRRC Owner and the Enterprise Owner are each sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**". The South Access Easement, North Access Easement, Sanitary Sewer Easement, Water Line Easement and Rail Easement (each sometimes individually referred to as an "**Easement**" and collectively referred to as the "**Easements**") created herein shall commence as of the Commencement Date and be perpetual in nature and shall be deemed to run with the Parcels as a burden and/or benefit and shall be appurtenant to and for the benefit of the Parcels, as applicable.

6. **Reservations.** Declarant reserves all rights with respect to the South Access Easement Parcel, North Access Easement Parcel, Sanitary Sewer Easement Parcel, Water Line Easement Parcel and Rail Easement Parcel, including, but not limited to, the right to grant additional easements, so long as the exercise by the Declarant of such rights does not unreasonably interfere with any of the rights of any benefitted party's use and enjoyment of the South Access Easement Parcel, North Access Easement Parcel, Sanitary Sewer Easement Parcel, Water Line Easement Parcel and Rail Easement Parcel. Except as expressly granted herein, each of the Parties shall retain all rights to their respective Parcel, including the right to use so much of the applicable Easement Parcel and all related facilities as lie within their respective Parcel, for purposes not inconsistent herewith and as permitted by law.

7. **Insurance.** Each Party shall at all times keep in full force and effect, on a fully paid-up basis, a policy of Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage liability and an excess or umbrella insurance policy of not less than \$5,000,000.00 insuring all of their respective activities for use of the Easement Parcels as

provided for in this Declaration. Each Party shall name the other Party as an additional insured under said insurance policies.

8. **Maintenance, Replacement or Repair.**

A. Except as provided in Section 8B below, the grantee of each Easement shall, at its sole cost and expense, maintain, repair and replace all improvements on the applicable Easement Parcel. For purposes of the foregoing, "maintain" shall include, but not be limited to, removal from each Party's Easement Parcel of any debris, obstructions, rubbish, snow and ice. If any Party, or any of its tenants, occupants, employees, agents, contractors, customers, invitees and licensees shall hereafter damage any of the improvements within the Easement Parcels or areas adjacent thereto, as between the Parties, such Party shall be responsible for the full cost of the repairs and replacements occasioned thereby.

B. Notwithstanding the foregoing, the Enterprise Owner shall maintain, repair and replace all improvements on the North Access Easement Parcel. For purposes of the foregoing, "maintain" shall include, but not be limited to, removal from each Party's Easement Parcel of any debris, obstructions, rubbish, snow and ice. If any Party, or any of its tenants, occupants, employees, agents, contractors, customers, invitees and licensees shall hereafter damage any of the improvements within the North Access Easement Parcel or areas adjacent thereto, as between the Parties, such Party shall be responsible for the full cost of the repairs and replacements occasioned thereby. The CRRC Owner shall reimburse the Enterprise Owner for 43.0% of the cost of maintaining, repairing and replacement of the improvements on the North Access Easement Parcel within fifteen (15) days after receipt of an invoice from the Enterprise Owner and reasonable supporting documentation. Any amount not paid when due shall bear interest at the 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 Enterprise Owner in connection with its efforts to collect such amount.

9. **Default.**

(i) 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 (the "**Other Party**") shall, other than in an Emergency Situation, in which event no notice shall be required, give the Obligated Party written notice of such failure and shall give the Obligated Party fifteen (15) 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 fifteen (15) 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. The term "**Emergency Situation**" means a situation which has caused or is likely to cause bodily injury to persons, contamination of or physical damage to the South Access Easement Parcel, North Access Easement Parcel, Sanitary Sewer Easement Parcel, Water Line Easement Parcel and Rail Easement Parcel or any portion thereof or any adjoining property or material economic liability or criminal jeopardy to the Other Party, including fire, flooding or a release of hazardous substances.

(ii) In the event of any violation by any Obligated Party of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, the Other Party shall have the right to enjoin such violation in a court of competent jurisdiction.

(iii) 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.

10. **Indemnity.** Except for those actions caused by the negligence or willful misconduct of the Indemnified Parties (hereinafter defined), the CRRC Owner and the Enterprise Owner, as applicable (each, an "**Indemnifying Party**") shall indemnify, defend and hold harmless the other parties and their respective lenders, directors, and affiliates ("**Indemnified Parties**") from and against any and all liability, claims, demands, damages, actions, causes of action, fines, fees, penalties, suits or proceedings of any kind or nature, and any loss, cost or expense, including reasonable attorneys' fees and other legal expenses to the extent resulting from the Indemnifying Party's use of the Easements granted herein. In addition, the Enterprise Owner shall indemnify, defend and hold harmless the CRRC Owner and their lenders, directors and affiliates from and against any and all liability, claims, demands, damages, actions, causes of action, fines, fees, penalties, suits or proceedings of any kind or nature, and any loss, cost or expense, including reasonable attorneys' fees and other legal expenses to the extent resulting from the breach of the Enterprise Owner's relocation obligations described herein. This **Section 10** shall survive the termination of this Declaration.

11. **Estoppel Certificate.** The CRRC Owner or the Enterprise Owner shall, within twenty (20) days after a request from one another, at any time and from time to time execute, acknowledge and deliver to the requesting party, a written statement, certifying to such party and any lender with a lien on the requesting Party's property or to a potential purchaser of the Party, as follows: (i) that this Declaration is unmodified and in full force and effect (or if there has been modification hereof, identifying such modification and acknowledging that the same is in full force and effect); (ii) that, to the best of its current actual knowledge, there are no uncured defaults on the part of the requesting party (or if any such default exists, the specific nature and extent thereof); and (iii) such other matters as may reasonably be requested by the requesting party.

12. **Covenants Run with the Land; Successors and Assigns.** The terms and conditions of this Declaration, the Easements granted herein and all other rights, privileges, covenants, conditions, and restrictions contained herein are made for the benefit of the CRRC Owner, the CRRC Parties, the Enterprise Owner, the Enterprise Parties and their respective successors and assigns, and shall be deemed to be covenants running with the land, and shall inure to the benefit of and be binding upon the CRRC Owner, the CRRC Parties, the Enterprise Owner, the Enterprise Parties and their respective successors and assigns. The Declarant and any Party may freely convey its lands hereunder, and each Party owning any interest from time-to-time in any Parcel shall only be liable under this Declaration for events and obligations existing or arising during the period of such party's ownership of an interest in such lands.

13. **Breach Shall Not Permit Termination.** Notwithstanding any other term or provision of this Declaration, it is expressly agreed that no breach of this Declaration shall entitle any Party to cancel, rescind or otherwise to terminate this Declaration 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 Declaration.

14. **No Lien.** No Party shall permit any lien to be filed against the other Party's property or any improvements thereon for any labor or materials in connection with work of any character or for any other reason. In the event of any such lien attaching to the other Party's property, or any improvements thereon, the Party responsible for such lien shall have such lien bonded over to the reasonable satisfaction

of the other Party or released within thirty (30) days after receipt of written notice of the existence thereof.

15. **Notices.** All legal notices required to be given to the Declarant under this Declaration shall be delivered and addressed as follows:

If intended for CRRC Owner: c/o CenterPoint Properties Trust
1808 Swift Drive
Oak Brook, Illinois 60523
Attention: Executive Vice President,
Asset Management

If intended for Enterprise Owner: c/o CenterPoint Properties Trust
1808 Swift Drive
Oak Brook, Illinois 60523
Attention: Executive Vice President,
Asset Management

Any such notices shall be either (i) sent by certified mail return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the United States Mail, (ii) sent by overnight delivery using a nationally recognized courier, in which case notice shall be deemed delivered one (1) business day after deposit, with such courier, or (iii) sent by personal hand delivery, in which case notice shall be deemed delivered at the time of the personal hand delivery. Any Party may change its address or telecopy number by giving notice in compliance with this Declaration. Notice of such a change shall be effective only upon receipt.

16. **Entire Agreement.** This Declaration including any exhibits and schedules attached hereto or thereto, shall, when executed and delivered by Declarant constitute the entire agreement relative to the subject matter hereof.

17. **Interpretation.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders. The section headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Declaration. Time is of the essence. The provisions of this Declaration shall be construed both as covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof. Any exhibits attached hereto are by this reference incorporated herein and made a part hereof.

18. **No Waiver.** Acceptance by a Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

19. **Invalidity of Provision.** If any provisions of this Declaration as applied to a Party or to any circumstance shall be adjudged by a court of competent jurisdiction or other qualified tribunal to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by Applicable Law) any other provision of this Declaration, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Declaration as a whole.

20. **Further Acts.** In addition to the acts, deeds, instruments and assurances recited in this Declaration and contemplated to be performed, executed, and/or delivered under this Declaration, the Parties agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered all further acts, deeds, instruments and assurances reasonably necessary to consummate the transactions contemplated hereby.

21. **Jurisdiction and Venue.** This Declaration shall be governed by, and construed in accordance with, the laws of the State of Illinois, and the Parties (i) agree that any action or proceeding that is brought to enforce or interpret this Declaration or that concerns or is in any way related to this Declaration shall only be commence in the courts of the State of Illinois and (ii) consent to venue and personal jurisdiction in the courts specified in the foregoing subpart (i) of this subsection.

22. **Waiver of Trial by Jury.** To the extent permitted by law, each Party hereby waives, irrevocably and unconditionally, trial by jury in any action brought on, under or by virtue of or relating in any way to this Declaration or any of the documents executed in connection therewith, the property, or any claims, defenses, rights of set-off or other actions pertaining hereto or to any of the foregoing.

23. **Attorneys' Fees.** If any action is brought because of any breach of, or interpretation of, or that concerns or is in any way related to any of the provisions of this Declaration, the Party prevailing in such action shall be entitled to recover from the other Party all attorneys' fees and court costs incurred in connection with such action, and the amount of such fees and costs shall be fixed by the court and made a part of any judgment rendered.

24. **Waiver of Consequential Damages.** Notwithstanding anything to the contrary contained herein, each Party hereby waives claims against the other for punitive, special, indirect, consequential and exemplary damages arising out of or relating to this Declaration; *provided, however*, that nothing in this Section 24 shall be construed to constitute a waiver by either Party of indemnification for punitive, special, indirect, consequential and exemplary damages awarded to an independent third party.

25. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Easement Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

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

27. **Modification; Waiver.** This Declaration shall not be modified, extended or terminated other than as set forth herein, except by an instrument duly signed by the CRRC Owner and the Enterprise Owner. 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 Declaration.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Declarant hereto has set their hands and affixed their seals the day and year first above written.

DECLARANT:

CENTERPOINT CHICAGO ENTERPRISE LLC,
an Illinois limited liability company

By: CenterPoint Properties Trust, a Maryland
real estate investment trust
Its: Sole Member

By: 
Name: **Edward R. Harrington**
Title: **Senior Vice President**

By: 
Name: **Brian M. Sheehan**
Title: **Senior Vice President, Controller**

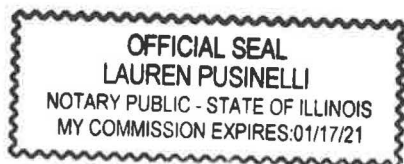
**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

STATE OF Illinois)
)
COUNTY OF DuPage)

I, Lauren Pusinelli, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Edward R. Harrington and
Brian M. Sheehan, as Senior Vice President and
Senior Vice President, Controller, respectively, of CENTERPOINT PROPERTIES TRUST, a
Maryland real estate investment trust, as sole member of CENTERPOINT CHICAGO ENTERPRISE
LLC, 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 17th day of August, 2017.



Lauren Pusinelli
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF CRRC PARCEL

THAT PART OF LOTS 4, 5, 6, 12, 13, 14, 15, 16 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT NUMBER 9339715, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING:

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 1825.72 FEET TO A BEND POINT IN SAID SOUTH LINE, SAID BEND POINT BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 31; ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 31; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION 706.13 FEET TO THE EXISTING EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE THE FOLLOWING SIX COURSES ALONG THE LAST DESCRIBED LINE; 1) NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST 40.85 FEET; 2) NORTH 58 DEGREES 45 MINUTES 52 SECONDS WEST 179.49 FEET; 3) NORTH 54 DEGREES 06 MINUTES 14 SECONDS WEST 89.10 FEET 4) NORTH 48 DEGREES 37 MINUTES 11 SECONDS WEST 89.12 FEET; 5) NORTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 94.46 FEET; 6) NORTH 52 DEGREES 52 MINUTES 16 SECONDS WEST 63.85 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 968.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 52.54 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 115.23 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 51 SECONDS EAST 62.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1050.48 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 32 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 AND THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 396.36 FEET TO A POINT OF SAID LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 2047.70 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-012-0000 (Lot 4)
26-31-303-013-0000 (Lot 5)
26-31-303-014-0000 (Lot 6)
26-31-303-020-0000 (Lot 12)
26-31-303-021-0000 (Lot 13)
26-31-303-022-0000 (Lot 14)
26-31-303-023-0000 (Lot 15)
26-31-303-024-0000 (Lot 16)
26-31-303-024-0000 (Lot 17)

COOK COUNTY RECORDER OF DEEDS

EXHIBIT B

LEGAL DESCRIPTION OF ENTERPRISE PARCEL

LOT 1 OF THE PLAT OF CORRECTION OF LOT 1 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, SAID PLAT OF CORRECTION RECORDED MARCH 25, 1997 AS DOCUMENT NUMBER 97206726,

AND

LOTS 2 THROUGH 17, BOTH INCLUSIVE, IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD,

EXCEPTING THEREFROM (CRRC PROPERTY)

THAT PART OF LOTS 4, 5, 6, 12, 13, 14, 15, 16 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 1825.72 FEET TO A BEND POINT IN SAID SOUTH LINE, SAID BEND POINT BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 31, ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 31; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE OF CHICAGO ENTERPRISE CENTER SUBDIVISION 706.13 FEET TO THE EXISTING EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE THE FOLLOWING SIX COURSES ALONG THE LAST DESCRIBED LINE; 1) NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST 40.85 FEET; 2) NORTH 58 DEGREES 45 MINUTES 52 SECONDS WEST 179.49 FEET; 3) NORTH 54 DEGREES 06 MINUTES 14 SECONDS WEST 89.10 FEET; 4) NORTH 48 DEGREES 37 MINUTES 11 SECONDS WEST 89.12 FEET; 5) NORTH 46 DEGREES 58 MINUTES 40 SECONDS WEST 94.46 FEET; 6) NORTH 52 DEGREES 52 MINUTES 16 SECONDS WEST 63.85 FEET; THENCE NORTH 89

DEGREES 59 MINUTES 19 SECONDS EAST, DEPARTING FROM SAID EDGE OF WATER OF THE GRAND CALUMET RIVER, ALSO BEING A SOUTHWESTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 968.19 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 52.54 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE 115.23 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 51 SECONDS EAST 62.52 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST 1050.48 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET TO A BEND POINT; THENCE NORTH 89 DEGREES 32 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 17 AND THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 396.36 FEET TO A POINT ON SAID LINE LYING 89.73 FEET SOUTHWESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 2047.70 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM (RAILROAD STRIP)

THAT PART OF LOTS 12 THROUGH 16, BOTH INCLUSIVE, IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, (BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD), LYING EAST OF A LINE LYING 89.73 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION, IN COOK COUNTY, ILLINOIS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-033-0000 (Lot 1)
26-31-303-010-0000 (Lot 2)
26-31-303-011-0000 (Lot 3)
26-31-303-012-0000 (Lot 4)
26-31-303-013-0000 (Lot 5)
26-31-303-014-0000 (Lot 6)
26-31-303-015-0000 (Lot 7)
26-31-303-016-0000 (Lot 8)
26-31-303-017-0000 (Lot 9)
26-31-303-018-0000 (Lot 10)
26-31-303-019-0000 (Lot 11)
26-31-303-020-0000 (Lot 12)
26-31-303-021-0000 (Lot 13)
26-31-303-022-0000 (Lot 14)
26-31-303-023-0000 (Lot 15)
26-31-303-024-0000 (Lot 16)
26-31-303-025-0000 (Lot 17)

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF SOUTH ACCESS EASEMENT PARCEL

THAT PART OF LOT 1 OF THE PLAT OF CORRECTION OF LOT 1 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, SAID PLAT OF CORRECTION RECORDED MARCH 25, 1997 AS DOCUMENT NUMBER 97206726,

AND

THAT PART OF LOTS 3, 4 AND 5 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD,

ALL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG AN ASSUMED BEARING, BEING THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 188.08 FEET TO A BEND POINT IN SAID NORTH LINE; THENCE SOUTH 45 DEGREES 28 MINUTES 33 SECONDS EAST ALONG SAID NORTH LINE 19.80 FEET TO A BEND POINT IN SAID NORTH LINE, SAID POINT BEING THE POINT OF BEGINNING;

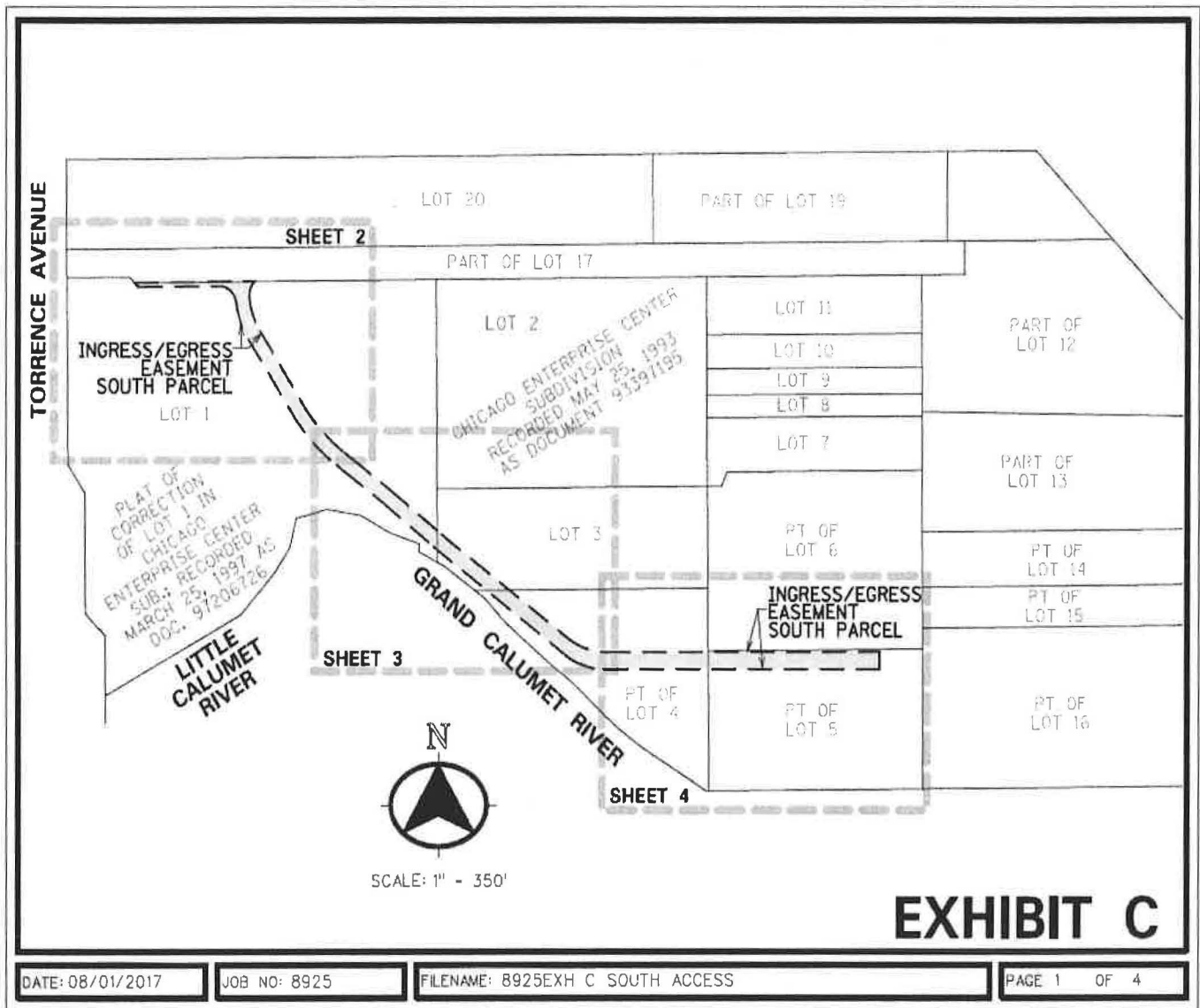
THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST ALONG SAID NORTH LINE, 356.30 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY 46.10 FEET, DEPARTING FROM SAID NORTH LINE, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET AND WHOSE CHORD BEARS SOUTH 19 DEGREES 07 MINUTES 57 SECONDS WEST, 44.81 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 96.88 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 194.00 FEET AND WHOSE CHORD BEARS SOUTH 18 DEGREES 45 MINUTES 23 SECONDS EAST, 95.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33 DEGREES 03 MINUTES 48 SECONDS EAST, 230.06 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 184.58 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 514.00 FEET AND WHOSE CHORD BEARS SOUTH 43 DEGREES 21 MINUTES 04 SECONDS EAST, 183.59 FEET TO A POINT OF TANGENCY; THENCE SOUTH 53 DEGREES 38 MINUTES 20 SECONDS EAST, 27.46 FEET; THENCE SOUTH 54 DEGREES 14 MINUTES 05 SECONDS EAST, 142.26 FEET; THENCE SOUTH 52 DEGREES 20 MINUTES 38 SECONDS EAST, 195.86 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 26 SECONDS EAST, 466.67 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 124.41 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 195.00 FEET AND WHOSE CHORD BEARS SOUTH 71 DEGREES 44 MINUTES 04 SECONDS EAST, 122.31 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, 818.63 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, 45.50 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST,

854.67 FEET; THENCE NORTH 72 DEGREES 38 MINUTES 33 SECONDS WEST, 38.75 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 51.90 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET AND WHOSE CHORD BEARS NORTH 63 DEGREES 03 MINUTES 00 SECONDS WEST, 51.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 53 DEGREES 27 MINUTES 26 SECONDS WEST, 493.82 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 38 SECONDS WEST, 195.58 FEET; THENCE NORTH 54 DEGREES 14 MINUTES 05 SECONDS WEST, 141.80 FEET; THENCE NORTH 53 DEGREES 38 MINUTES 20 SECONDS WEST, 27.68 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 199.31 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 555.00 FEET AND WHOSE CHORD BEARS NORTH 43 DEGREES 21 MINUTES 04 SECONDS WEST, 198.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 33 DEGREES 03 MINUTES 48 SECONDS WEST, 230.06 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 105.55 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 235.00 FEET AND WHOSE CHORD BEARS NORTH 20 DEGREES 11 MINUTES 45 SECONDS WEST, 104.67 FEET TO A POINT COMPOUND CURVATURE; THENCE NORTHWESTERLY 74.01 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 51.00 FEET AND WHOSE CHORD BEARS NORTH 48 DEGREES 54 MINUTES 07 SECONDS WEST, 67.69 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, 238.95 FEET; THENCE NORTH 45 DEGREES 28 MINUTES 33 SECONDS WEST, 16.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 105,236 SQUARE FEET OR 2.416 ACRES, MORE OR LESS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-033-0000 (Lot 1)
26-31-303-011-0000 (Lot 3)
26-31-303-012-0000 (Lot 4)
26-31-303-013-0000 (Lot 5)



TORRENCE AVENUE

POINT OF COMMENCEMENT
NORTHWEST CORNER
OF LOT 1
N89°31'27"E 186.28'

POINT OF BEGINNING
NORTH LINE OF LOT 1
N45°28'33"W 16.81'

CHICAGO ENTERPRISE CENTER
SUBDIVISION
RECORDED MAY 25, 1993
AS DOCUMENT 93397195

LOT 20

PART OF LOT 17

356.30'
N89°31'27"E

S45°28'33"E 19.80'

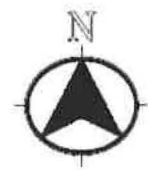
S89°31'27"W 238.95' PT

L=74.01'
R=51.00'
N48°54'07"W
CH=67.69'

L=105.50'
R=235.00'
N20°11'46.7"W
CH=104.67'

L=99.88'
R=194.00'
S18°45'23"E
CH=95.88'

NORTH LINE OF LOT 1
L=46.10'
R=56.00'
S19°07'57"W
CH=44.81'



SCALE: 1" = 100'

LOT 1

PLAT OF CORRECTION OF LOT 1 IN
CHICAGO ENTERPRISE CENTER
SUBDIVISION
RECORDED MARCH 25, 1997
AS DOCUMENT 97206126

EXHIBIT C

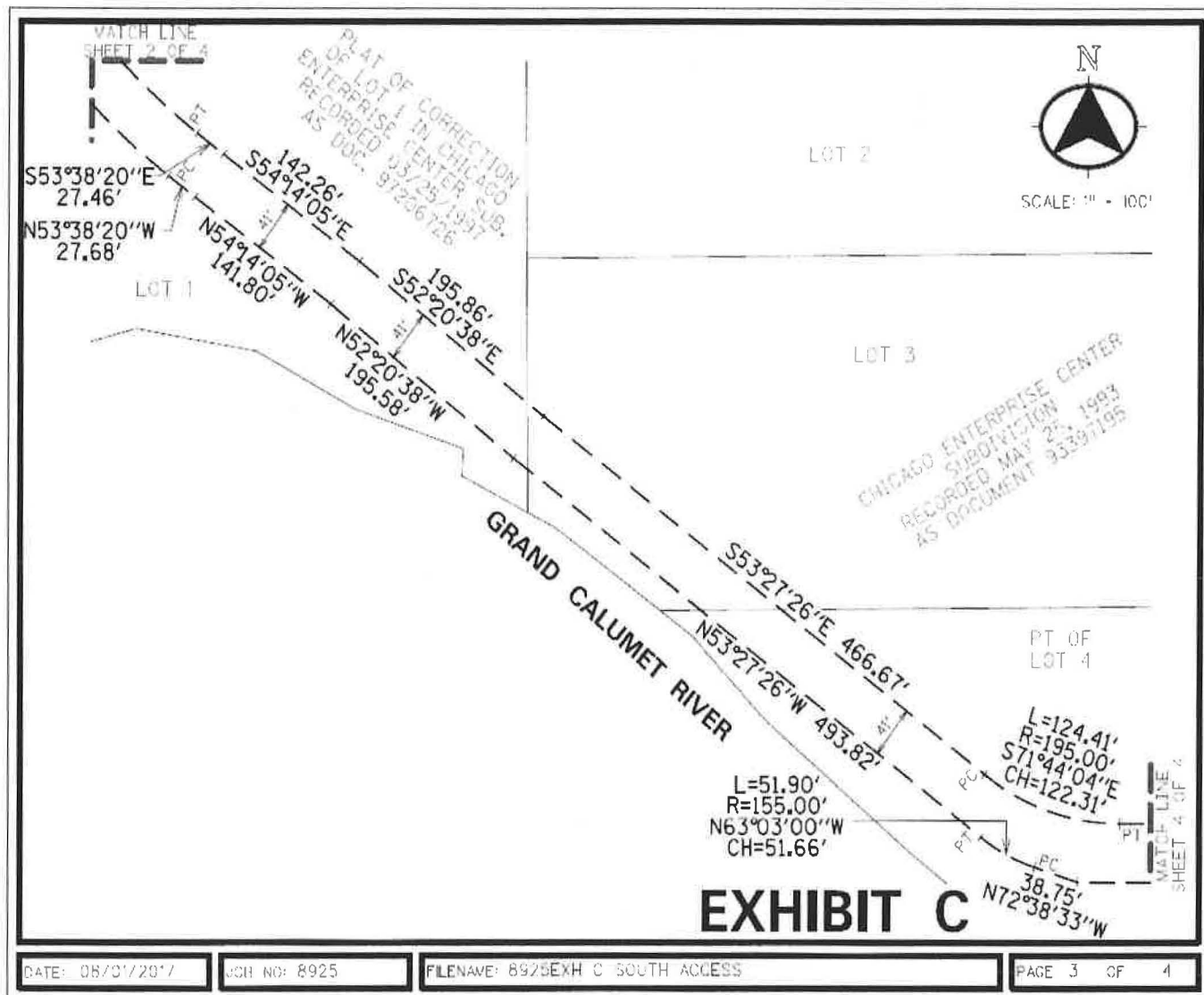
WATCH LINE
SHEET 3 OF 4

DATE: 08/01/2017

JOB NO: 8925

FILENAME: 8925EXH C SOUTH ACCESS

PAGE 2 OF 4



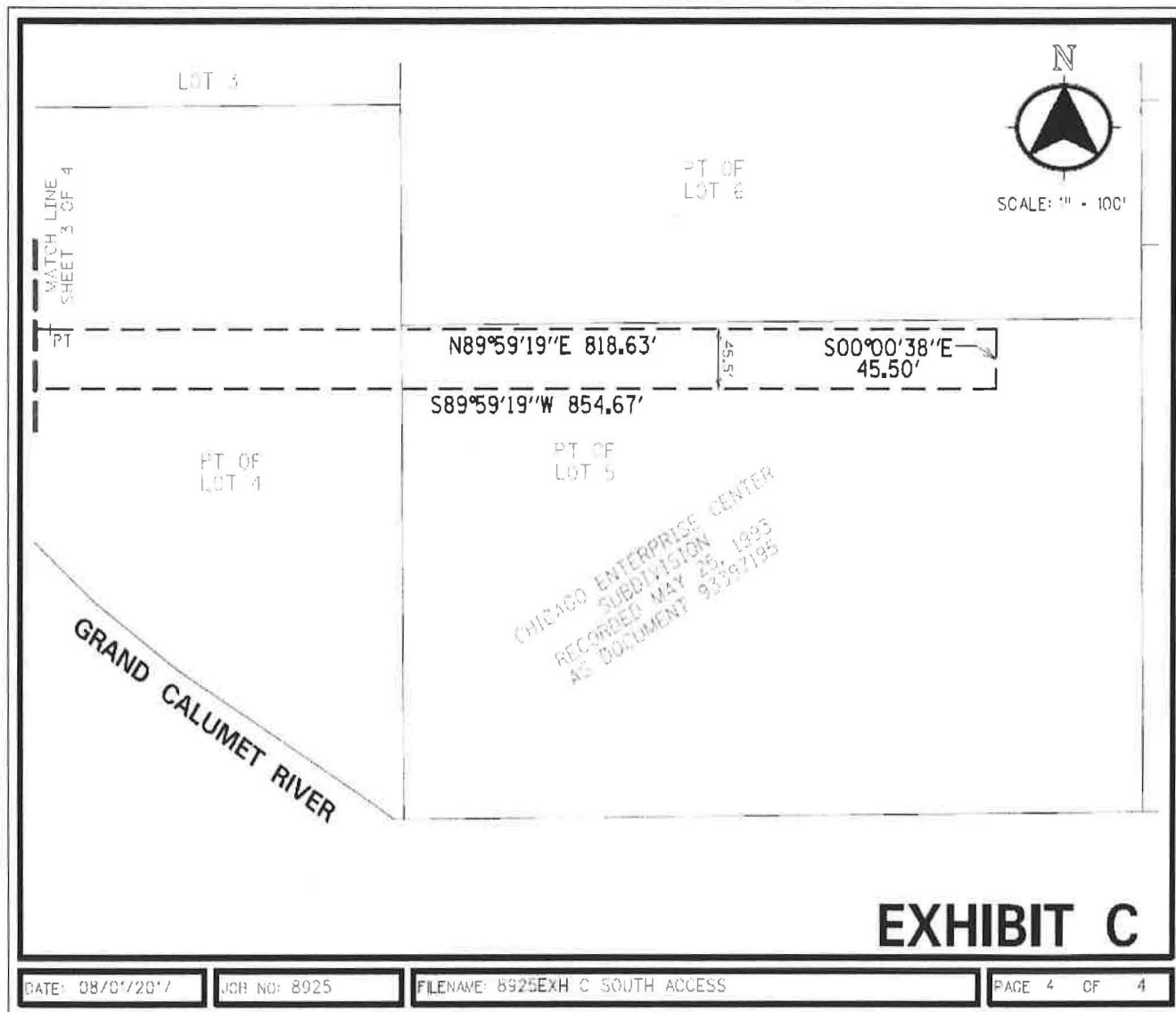


EXHIBIT D

LEGAL DESCRIPTION AND DEPICTION OF NORTH ACCESS EASEMENT PARCEL

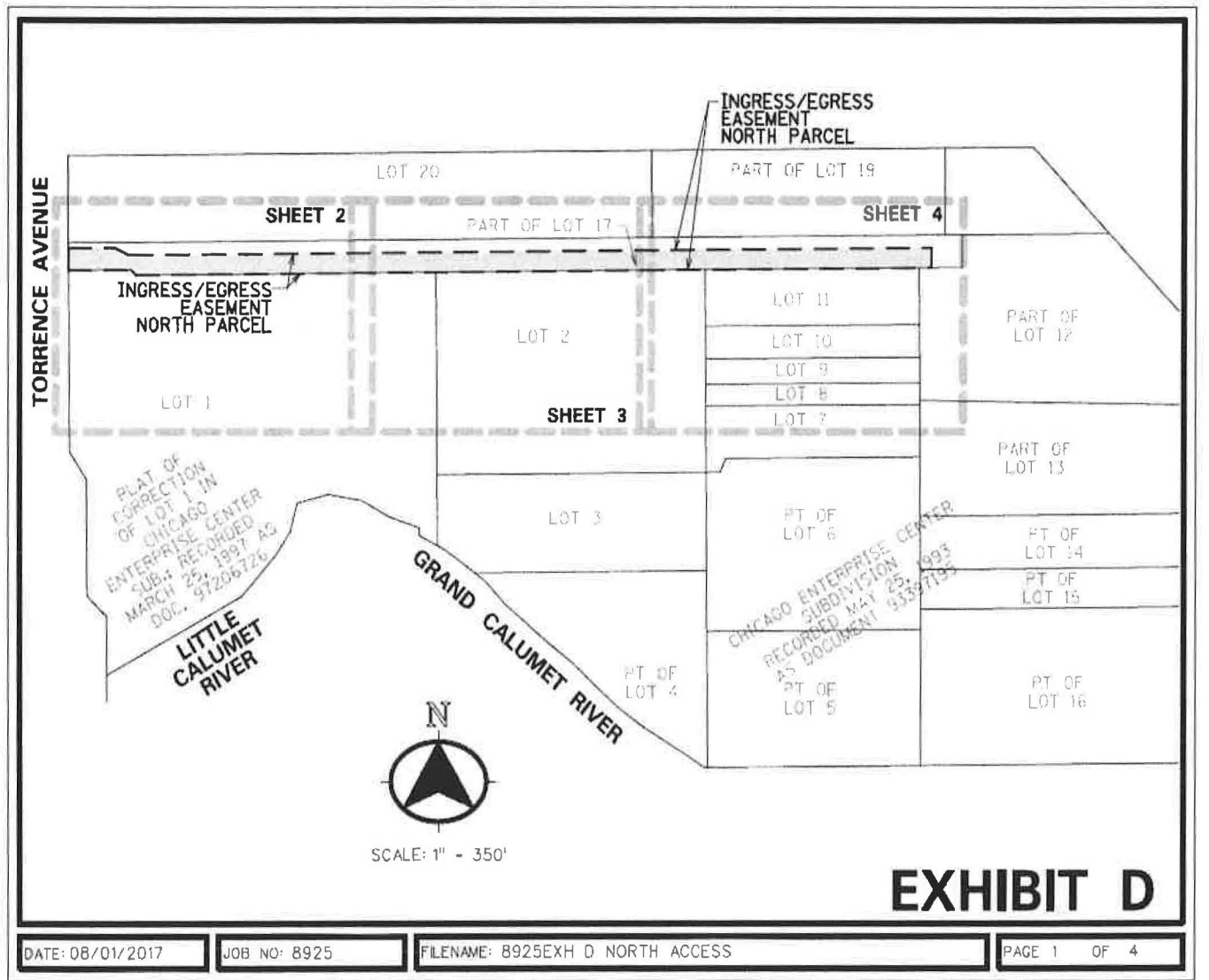
THAT PART OF LOT 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

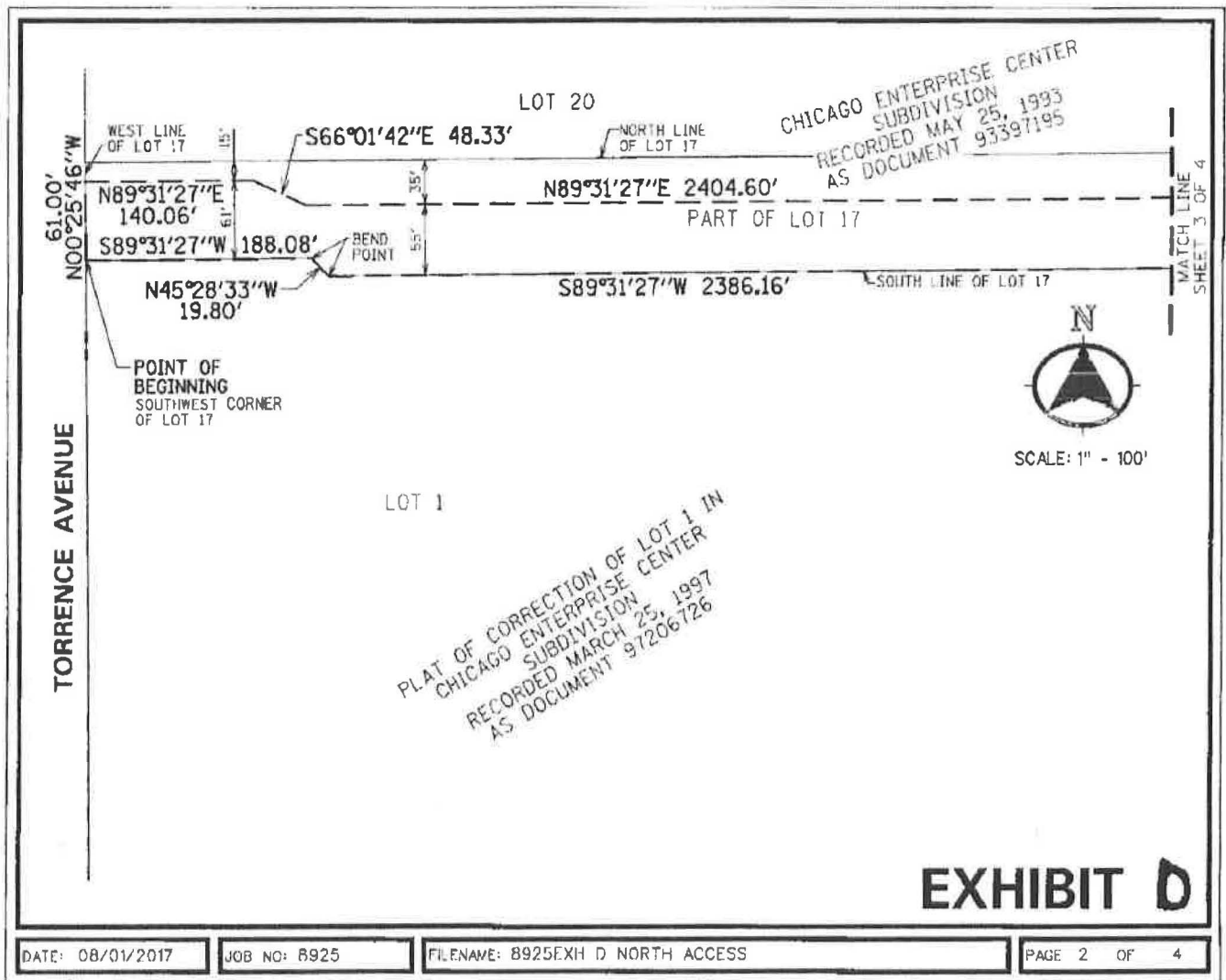
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 61.00 FEET TO A POINT ON A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG SAID PARALLEL LINE, 140.06 FEET; THENCE SOUTH 66 DEGREES 01 MINUTES 42 SECONDS EAST, DEPARTING FROM SAID PARALLEL LINE, 48.33 FEET TO A POINT ON A LINE 35.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG SAID PARALLEL LINE, 2404.60 FEET TO A POINT ON THE WEST LINE OF THE PROPOSED CRRC PROPERTY; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS WEST ALONG THE LAST DESCRIBED WEST LINE, 55.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 17; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE, 2386.16 FEET TO A BEND POINT IN SAID SOUTH LINE; THENCE NORTH 45 DEGREES 28 MINUTES 33 SECONDS WEST, ALONG SAID SOUTH LINE, 19.80 FEET TO A BEND POINT IN SAID SOUTH LINE; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE 188.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

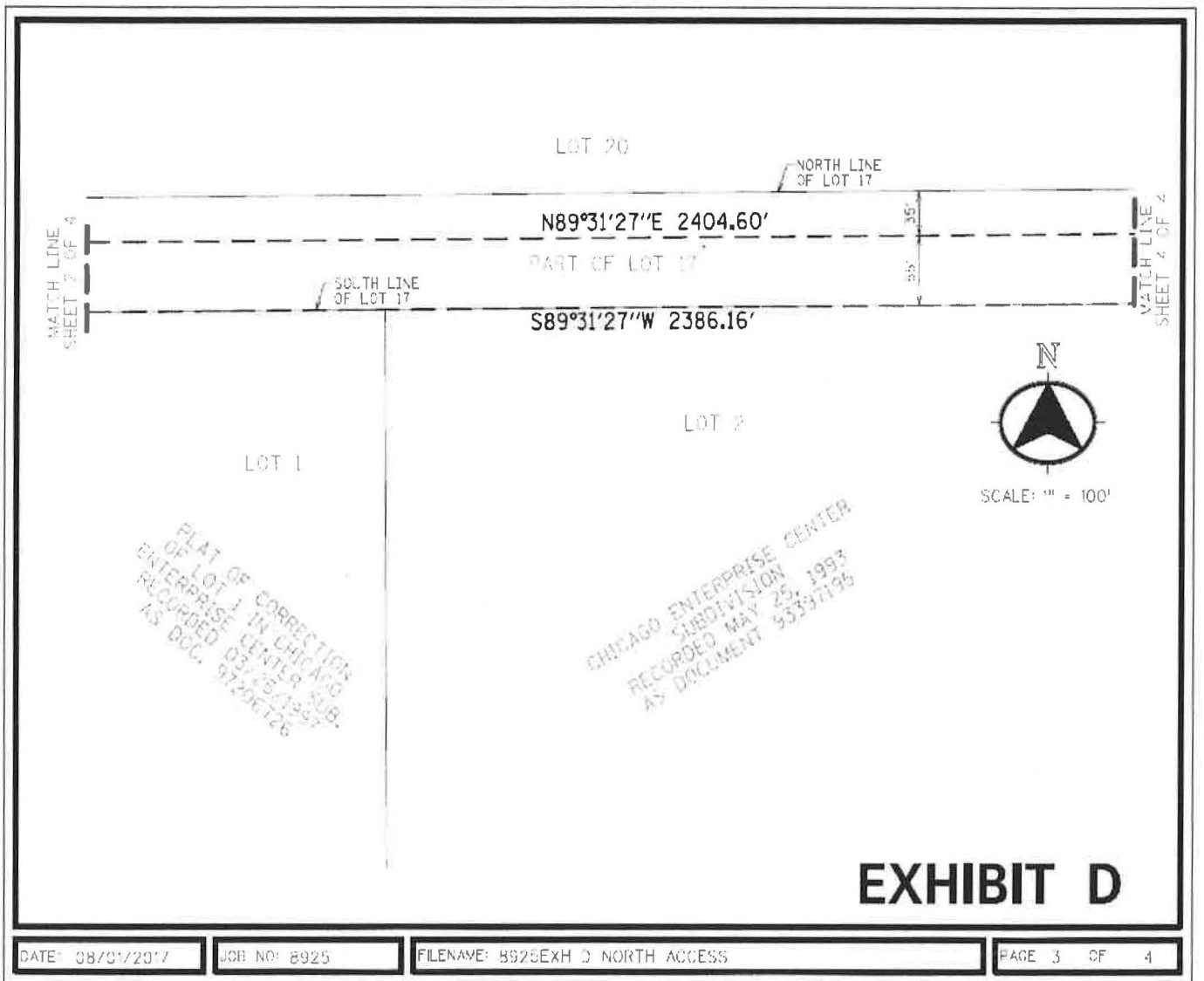
SAID PARCEL CONTAINS 142,875 SQUARE FEET OR 3.280 ACRES, MORE OR LESS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-025-0000 (Lot 17)







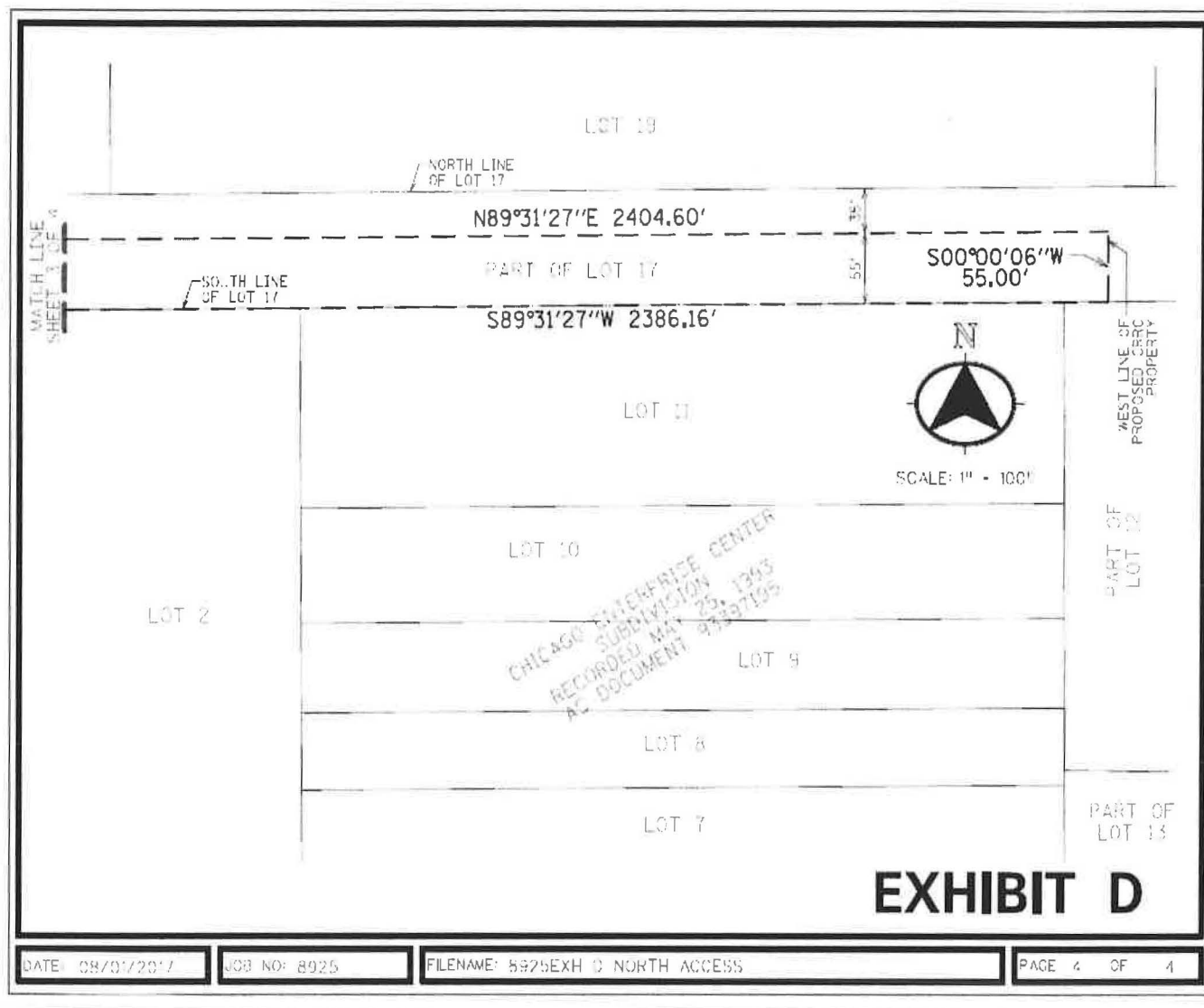


EXHIBIT E

LEGAL DESCRIPTION AND DEPICTION OF SERVICE ROAD EASEMENT PARCEL

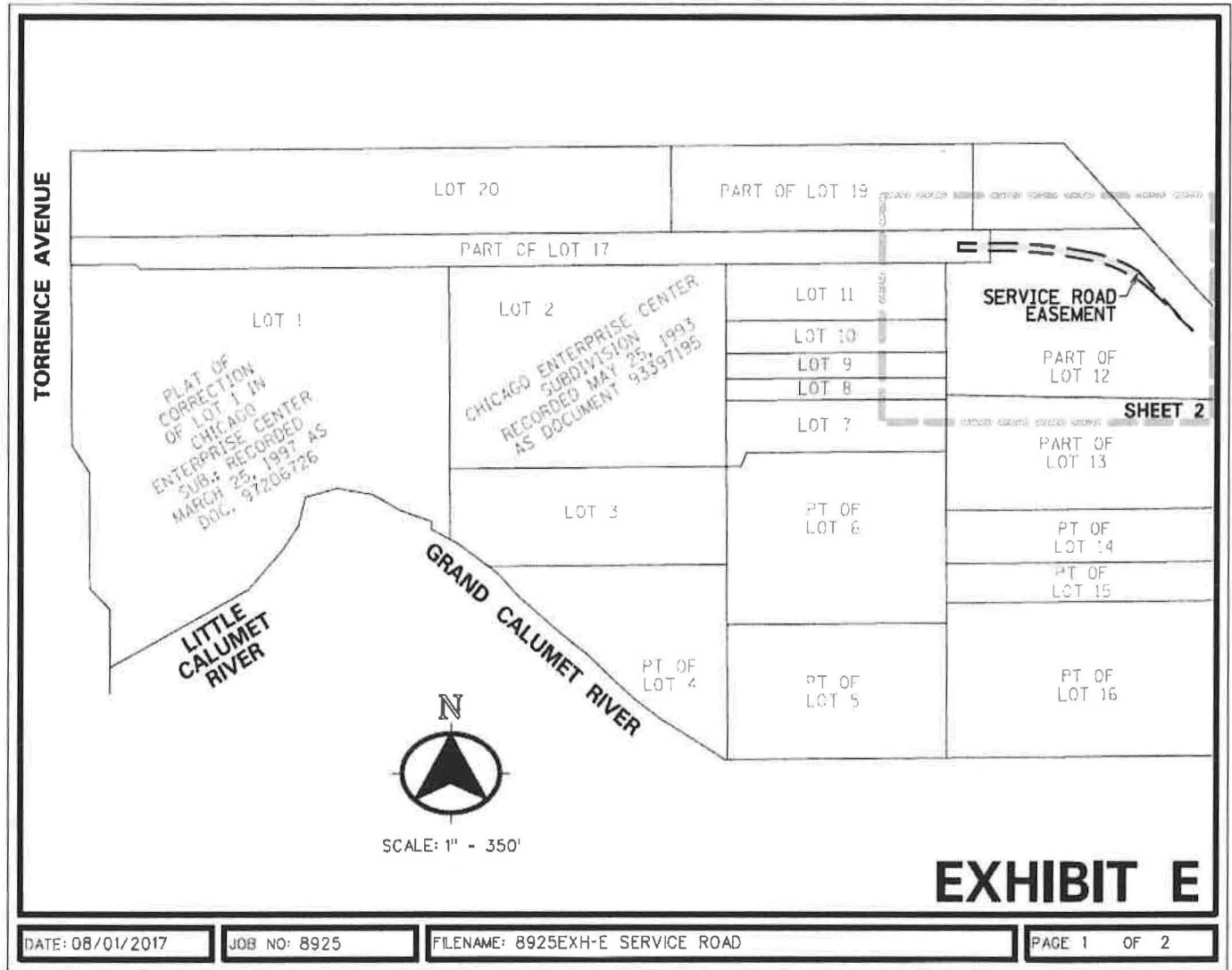
THAT PART OF LOTS 12 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE NORTH LINE OF LOTS 12 AND 17 IN SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 521.33 FEET TO A BEND POINT; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS WEST 33.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST, 156.19 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE EASTERLY 230.37 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 1504.11 FEET AND WHOSE CHORD BEARS SOUTH 83 DEGREES 42 MINUTES 54 SECONDS EAST, 230.15 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE EASTERLY 154.41 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 419.55 FEET AND WHOSE CHORD BEARS SOUTH 70 DEGREES 00 MINUTES 36 SECONDS EAST, 153.54 FEET TO A POINT ON A NON-TANGENT LINE, SAID POINT BEING A POINT ON A LINE LYING 89.73 FEET SOUTHWEST OF AND PARALLEL WITH THE EASTERLY LINE OF SAID CHICAGO ENTERPRISE CENTER SUBDIVISION; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST, ALONG SAID PARALLEL LINE 231.84 FEET; THENCE NORTH 47 DEGREES 54 MINUTES 14 SECONDS WEST, DEPARTING FROM SAID PARALLEL LINE 147.36 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 226.78 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 397.55 FEET AND WHOSE CHORD BEARS NORTH 64 DEGREES 14 MINUTES 45 SECONDS WEST, 223.71 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY 226.87 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 1482.11 FEET AND WHOSE CHORD BEARS NORTH 83 DEGREES 42 MINUTES 13 SECONDS WEST, 226.65 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST, 155.82 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, 22.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINING 13,353 SQUARE FEET OR 0.311 ACRES, MORE OR LESS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-020-0000 (Lot 12)
26-31-303-025-0000 (Lot 17)



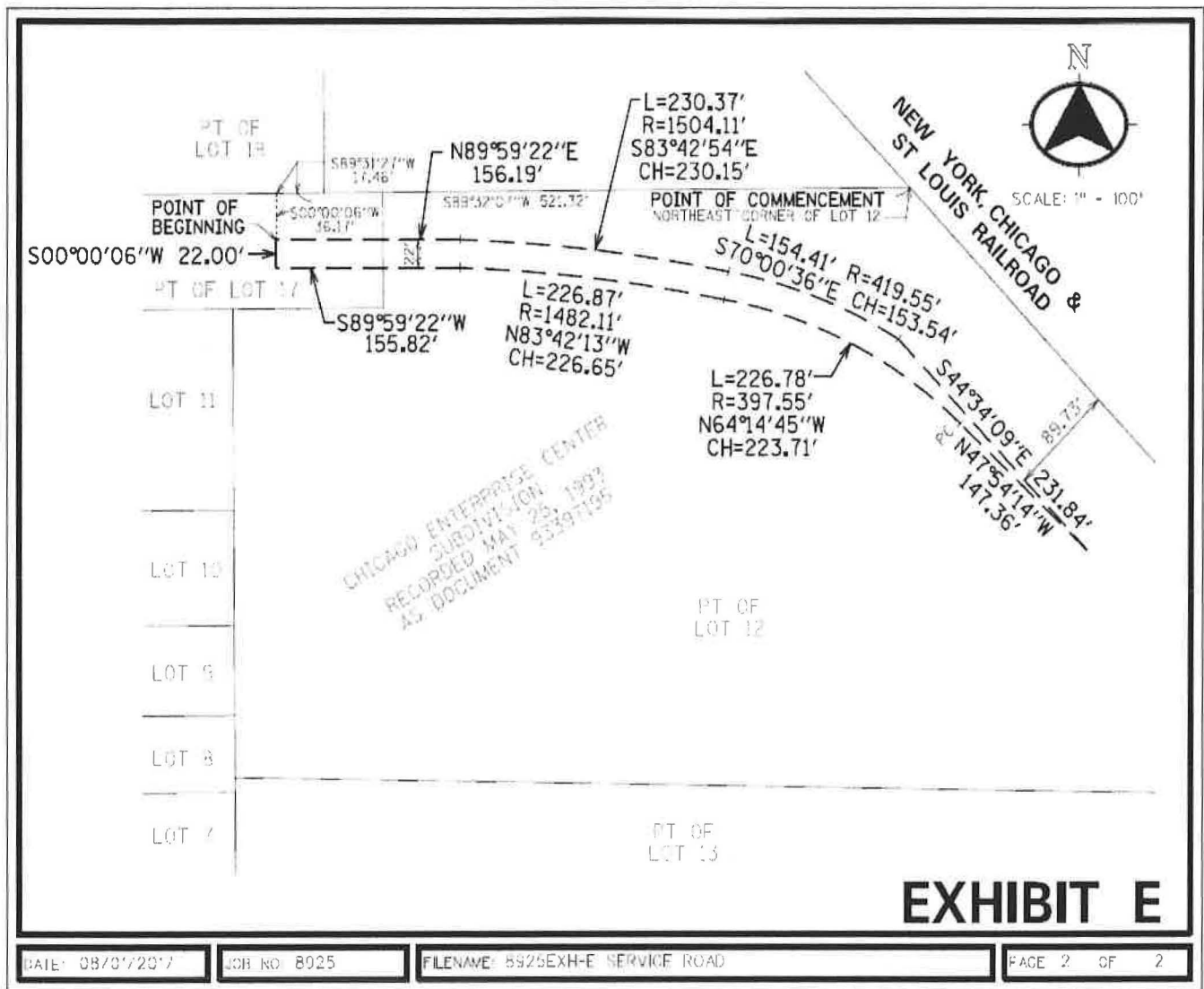


EXHIBIT F

LEGAL DESCRIPTION AND DEPICTION OF SANITARY SEWER EASEMENT PARCEL

THAT PART OF LOT 12 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST ALONG AN ASSUMED BEARING, BEING THE NORTH LINE OF LOTS 12 AND 17 IN SAID CHICAGO ENTERPRISE CENTER SUBDIVISION 521.33 FEET TO A BEND POINT; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 17.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 06 SECONDS WEST 177.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 06 SECONDS WEST 17.00 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE EASEMENT FOR SANITARY SEWER PER DOCUMENT NUMBERS 95080794 AND 96455750; THENCE SOUTH 89 DEGREES 42 MINUTES 01 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE 31.01 FEET TO A CORNER OF SAID EASEMENT; THENCE NORTH 00 DEGREES 17 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID EASEMENT 17.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 01 SECONDS EAST, 31.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-020-0000 (Lot 12)

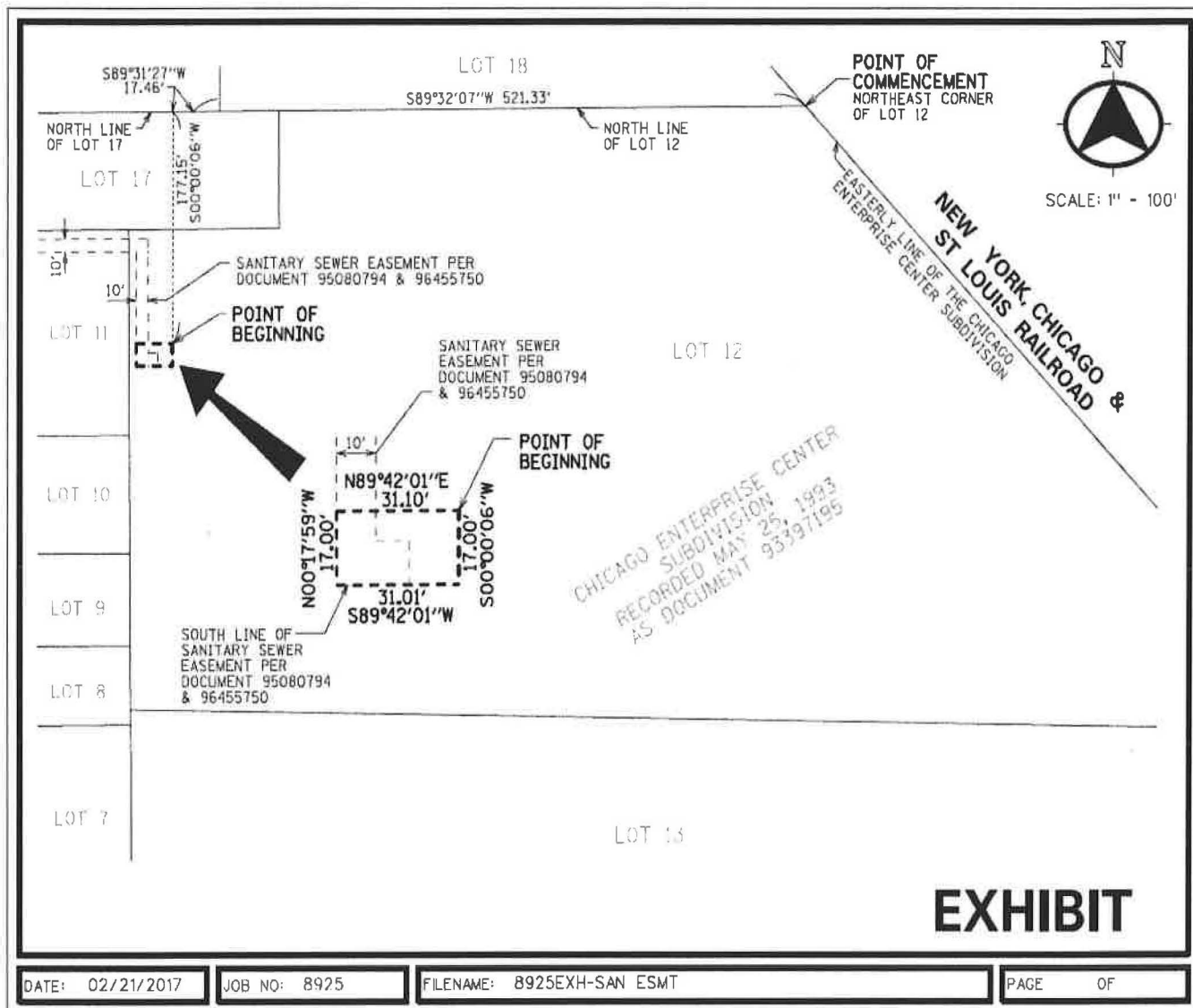


EXHIBIT G

LEGAL DESCRIPTION AND DEPICTION OF WATER LINE EASEMENT PARCEL

THAT PART OF LOT 1 OF THE PLAT OF CORRECTION OF LOT 1 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, SAID PLAT OF CORRECTION RECORDED MARCH 25, 1997 AS DOCUMENT NUMBER 97206726,

AND

THAT PART OF LOTS 3, 4, 5 AND 6 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD,

ALL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 25 MINUTES 46 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE WEST LINE OF SAID LOT 1 A DISTANCE OF 49.77 FEET TO THE POINT OF BEGINNING;

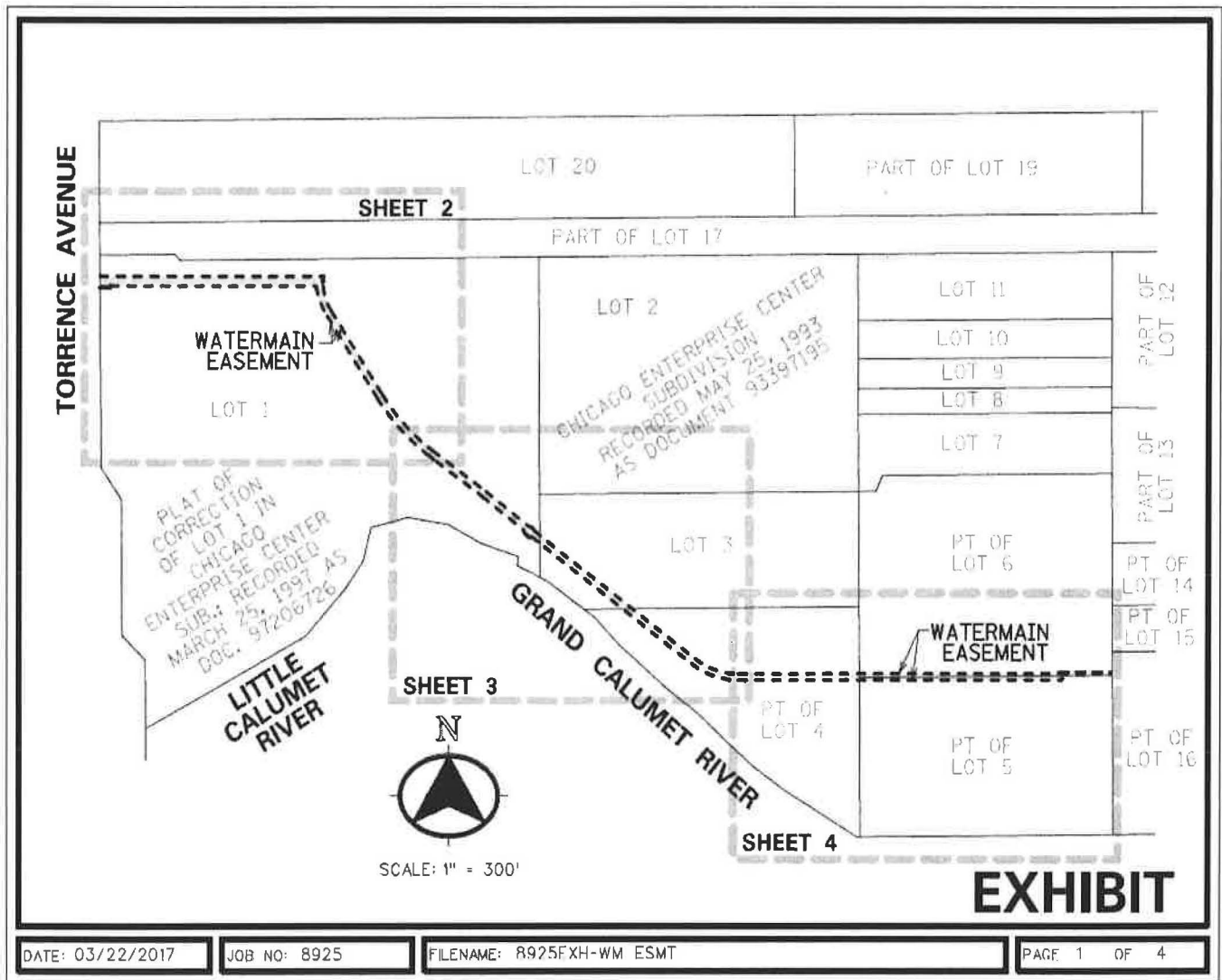
THENCE SOUTH 89 DEGREES 57 MINUTES 03 SECONDS EAST, 561.28 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS WEST, 13.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 72.24 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET AND WHOSE CHORD BEARS SOUTH 16 DEGREES 30 MINUTES 25 SECONDS EAST, 71.24 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33 DEGREES 03 MINUTES 48 SECONDS EAST, 235.90 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 185.49 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 502.00 FEET AND WHOSE CHORD BEARS SOUTH 43 DEGREES 38 MINUTES 56 SECONDS EAST, 184.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54 DEGREES 14 MINUTES 05 SECONDS EAST, 163.91 FEET; THENCE SOUTH 52 DEGREES 20 MINUTES 38 SECONDS EAST, 136.60 FEET; THENCE SOUTH 72 DEGREES 11 MINUTES 52 SECONDS EAST, 5.89 FEET; THENCE SOUTH 52 DEGREES 20 MINUTES 38 SECONDS EAST, 5.81 FEET; THENCE SOUTH 32 DEGREES 45 MINUTES 57 SECONDS EAST, 5.97 FEET; THENCE SOUTH 52 DEGREES 20 MINUTES 38 SECONDS EAST, 42.36 FEET; THENCE SOUTH 53 DEGREES 27 MINUTES 26 SECONDS EAST, 466.55 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 116.75 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 183.00 FEET AND WHOSE CHORD BEARS SOUTH 71 DEGREES 44 MINUTES 04 SECONDS EAST, 114.78 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, 807.81 FEET; THENCE NORTH 55 DEGREES 52 MINUTES 37 SECONDS EAST, 5.41 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST, 129.69 FEET; THENCE SOUTH 45 DEGREES 25 MINUTES 51 SECONDS WEST, 11.40 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST, 115.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST, 1.19 FEET; THENCE SOUTH 55 DEGREES 52

MINUTES 37 SECONDS WEST, 5.41 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, 812.95 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 126.32 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 198.00 FEET AND WHOSE CHORD BEARS NORTH 71 DEGREES 44 MINUTES 04 SECONDS WEST, 124.19 FEET TO A POINT OF TANGENCY; THENCE NORTH 53 DEGREES 27 MINUTES 26 SECONDS WEST, 466.70 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 38 SECONDS WEST, 37.06 FEET; THENCE SOUTH 84 DEGREES 25 MINUTES 59 SECONDS WEST, 7.30 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 38 SECONDS WEST, 17.25 FEET; THENCE NORTH 09 DEGREES 07 MINUTES 30 SECONDS WEST, 7.30 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 38 SECONDS WEST, 130.88 FEET; THENCE NORTH 54 DEGREES 14 MINUTES 05 SECONDS WEST, 142.23 FEET; THENCE NORTH 53 DEGREES 38 MINUTES 20 SECONDS WEST, 27.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 185.66 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 517.00 FEET AND WHOSE CHORD BEARS NORTH 43 DEGREES 21 MINUTES 04 SECONDS WEST, 184.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 33 DEGREES 03 MINUTES 48 SECONDS WEST, 230.06 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 76.87 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE RIGHT, HAVING A RADIUS OF 197.00 FEET AND WHOSE CHORD BEARS NORTH 21 DEGREES 53 MINUTES 06 SECONDS WEST, 76.38 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 03 SECONDS WEST, NON-TANGENT TO THE LAST DESCRIBED COURSE 516.64 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS WEST, 3.75 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 03 SECONDS WEST, 26.43 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 25 MINUTES 46 SECONDS WEST, ALONG SAID WEST LINE 26.75 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

SAID PARCEL CONTAINING 47,999 SQUARE FEET OR 1.102 ACRES, MORE OR LESS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-033-0000 (Lot 1)
26-31-303-011-0000 (Lot 3)
26-31-303-012-0000 (Lot 4)
26-31-303-013-0000 (Lot 5)
26-31-303-014-0000 (Lot 6)



TORRENCE AVENUE

POINT OF
COMMENCEMENT
NORTHWEST CORNER
OF LOT 1

CHICAGO ENTERPRISE CENTER
SUBDIVISION
RECORDED MAY 25, 1993
AS DOCUMENT 93387195

LOT 20

PART OF LOT 17

S00°25'46"E 49.77'
POINT OF BEGINNING
N00°25'46"W 26.75'

S00°02'57"W 3.75'
N89°57'03"W 26.43'
S89°57'03"E 561.28'
N89°57'03"W 516.64'

L=76.87'
R=197.00'
N21°53'06"W
CH=76.38'

S00°02'57"W 13.07'
L=72.24'
R=125.00'
S16°30'25"E
CH=71.24'



SCALE: 1" = 100'

WEST LINE
OF LOT 1

LOT 1

PLAT OF CORRECTION OF LOT 1 IN
CHICAGO ENTERPRISE CENTER
SUBDIVISION
RECORDED MARCH 25, 1997
AS DOCUMENT 93206726

S33°03'48"E 235.90'
N33°03'48"W 230.06'
PC PT

S21°18'51"E 185.49'
N43°21'15"W 184.44'
CH=184.66'

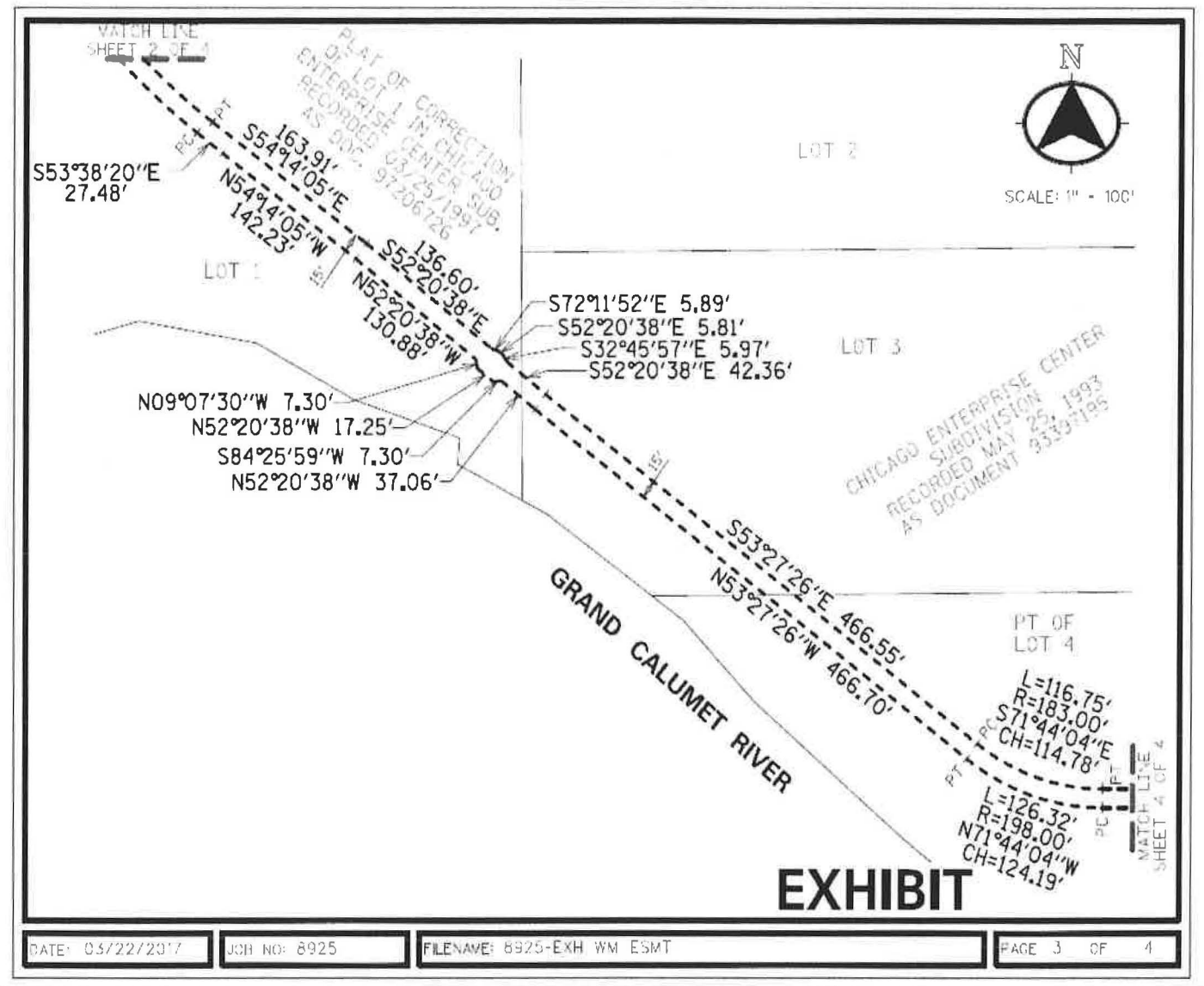
EXHIBIT MATCH LINE
SHEET 3 OF 4

DATE: 03/22/2011

JOB NO: 8925

FILENAME: 8925-EXH WM ESMT

PAGE 2 OF 4



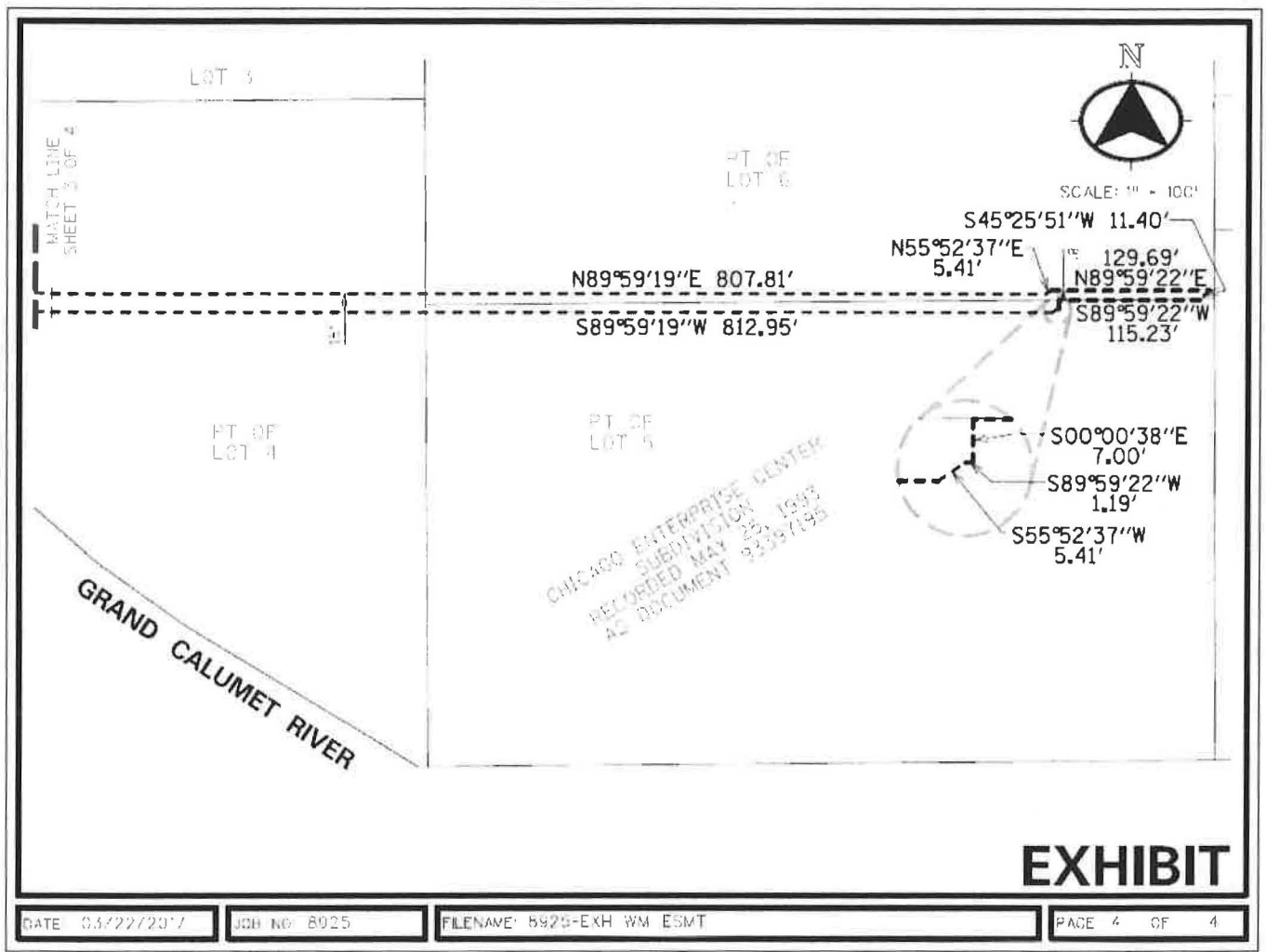


EXHIBIT H

LEGAL DESCRIPTION AND DEPICTION OF RAIL EASEMENT PARCEL

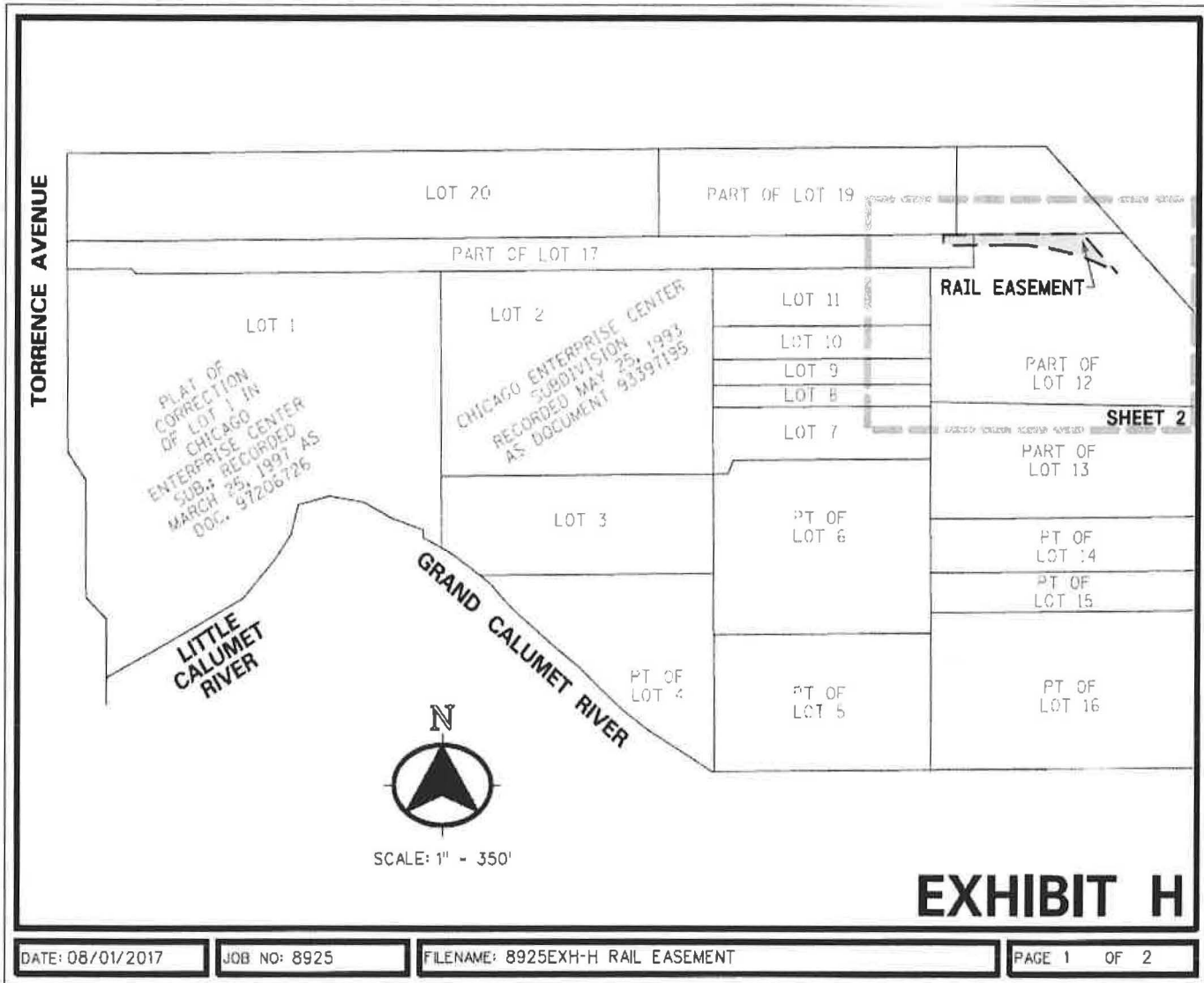
THAT PART OF LOTS 12 AND 17 IN CHICAGO ENTERPRISE CENTER SUBDIVISION, RECORDED MAY 25, 1993 AS DOCUMENT 93397195, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE SOUTHWESTERLY LINE OF THE RIGHT-OF-WAY OF THE NEW YORK, CHICAGO, ST. LOUIS RAILROAD, DESCRIBED AS FOLLOWS:

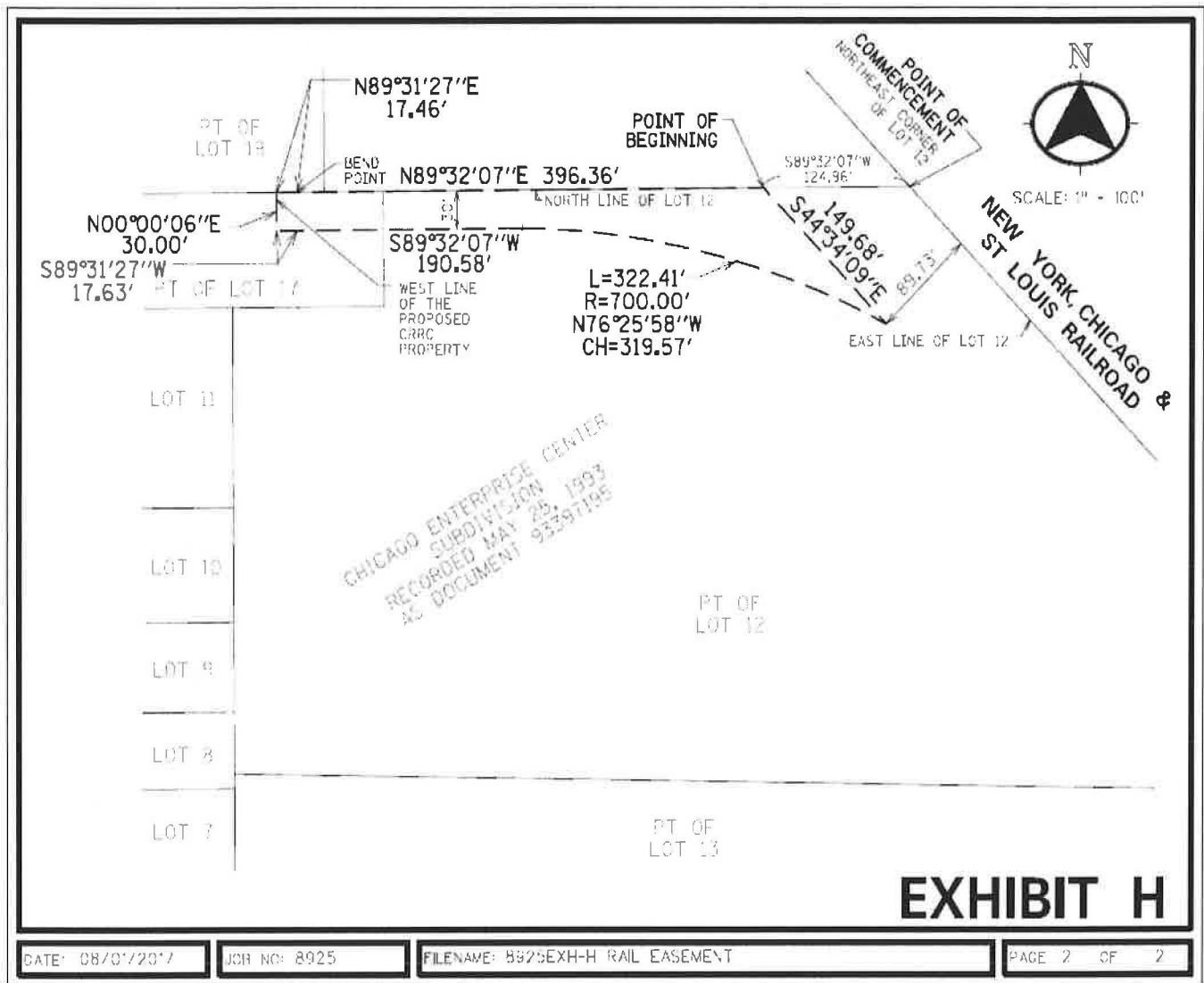
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 12 A DISTANCE OF 124.96 FEET TO A POINT ON A LINE LYING 89.73 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 12, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 34 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 149.68 FEET; THENCE NORTHWESTERLY 322.41 FEET, ALONG THE ARC OF A NON-TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 700.00 FEET AND WHOSE CHORD BEARS NORTH 76 DEGREES 25 MINUTES 58 SECONDS WEST, 319.57 FEET TO A POINT ON A LINE; THENCE SOUTH 89 DEGREES 32 MINUTES 07 SECONDS WEST, NON-TANGENT TO THE LAST DESCRIBED CURVE, 190.58 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 27 SECONDS WEST, 17.63 FEET TO A POINT ON THE WEST LINE OF THE PROPOSED CRRC PROPERTY; THENCE NORTH 00 DEGREES 00 MINUTES 06 SECONDS EAST, ALONG THE LAST DESCRIBED WEST LINE 30.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 17; THENCE NORTH 89 DEGREES 31 MINUTES 27 SECONDS EAST, ALONG THE LAST DESCRIBED NORTH LINE 17.46 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 12 AND 17 A DISTANCE OF 396.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 18,009 SQUARE FEET OR 0.413 ACRES, MORE OR LESS.

Address: 13535 S. Torrence Avenue, Chicago, Illinois 60633

PINS: 26-31-303-020-0000 (Lot 12)
26-31-303-025-0000 (Lot 17)





**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36764 (Sub-No. 1)

**GREAT LAKES TERMINAL RAILROAD, LLC
–ACQUISITION AND OPERATION PETITION FOR EXEMPTION –
GREAT LAKES TERMINAL, LLC, CRRC SIFANG AMERICA INCORPORATED,
AND CHICAGO ENTERPRISE CENTER OWNERS' ASSOCIATION**

PETITION FOR EXEMPTION

EXPEDITED CONSIDERATION REQUESTED

EXHIBIT 3

MAPS



**BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, DC**

FD 36764 (Sub-No. 1)

**GREAT LAKES TERMINAL RAILROAD, LLC
–ACQUISITION AND OPERATION PETITION FOR EXEMPTION –
GREAT LAKES TERMINAL, LLC, CRRC SIFANG AMERICA INCORPORATED,
AND CHICAGO ENTERPRISE CENTER OWNERS’ ASSOCIATION**

PETITION FOR EXEMPTION

EXPEDITED CONSIDERATION REQUESTED

EXHIBIT 4

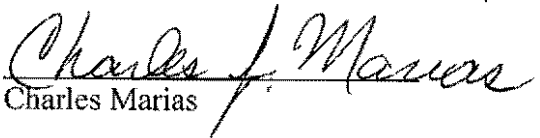
CERTIFICATION & VERIFICATION

CERTIFICATION AND VERIFICATION

I, Charles Marias, hereby certify that and verify under penalty of perjury the following:

1. I am the President of The Transload Group, LLC, the parent company of Great Lakes Terminal Railroad, LLC ("GLTRR"), and am therefore qualified to make the subject "Certification and Verification" on behalf of GLTRR.
2. GLTRR's actual and projected annual operating revenues are less than \$5 million, and its projected annual operating revenues are not expected to exceed those that would qualify it as a Class III carrier.
3. I have read the foregoing document and verify that the facts stated therein are true and correct.

Executed on May 2, 2024.


Charles Marias