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TICOR TITLE INSURANCE

INDUSTRIAL BUILDING AND SITE LEASE

**THE VILLAGE OF ORLAND PARK, ILLINOIS
(LESSOR)**

**T. H. DAVIDSON AND COMPANY, INC.
(LESSEE)**

DATED: JANUARY 10, 2002

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INDUSTRIAL BUILDING AND SITE LEASE

THIS LEASE, dated the 10th day of January _____, 2002, between THE VILLAGE OF ORLAND PARK, an Illinois municipal corporation, 14700 S. Ravinia, Orland Park, Illinois 60462, hereinafter referred to as "Lessor," and T. H. DAVIDSON AND COMPANY, INC., an Illinois corporation, 9850 W. 143rd Street, Orland Park, Illinois 60462, hereinafter referred to as "Lessee."

WITNESSETH:

SECTION 1: PREMISES. Lessor hereby leases to Lessee the following described premises (hereinafter sometimes referred to as the "Premises" or "Demised Premises"):

All of that certain real estate legally described as follows:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS 1065.82 FEET WEST OF THE EAST LINE AND 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED BY WABASH RAILROAD COMPANY TO I.N.R. BEATTY LUMBER COMPANY, PER WARRANTY DEED RECORDED JULY 7, 1972, AS DOCUMENT NUMBER 21929599; THENCE SOUTH 89 DEGREES 32 MINUTES 43 SECONDS WEST (ASSUMED BEARING), ALONG THE NORTH LINE OF 143RD STREET, 485.88 FEET TO A LINE THAT IS 25.00 FEET SOUTHEASTERLY OF, AS MEASURED PERPENDICULAR TO, THE SOUTHEASTERLY MOST TRACK OF THE WABASH RAILROAD COMPANY AS SAID TRACK EXISTED ON JANUARY 4, 1994; THENCE NORTHEASTERLY, ALONG A LINE THAT IS 25.00 FEET SOUTHEASTERLY OF, PARALLEL WITH AND CONCENTRIC WITH SAID TRACK, THE FOLLOWING SEVEN COURSES: NORTH 64 DEGREES 57 MINUTES 24 SECONDS EAST 3.12 FEET; NORTHEASTERLY, ALONG A CURVED LINE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1196.34 FEET, AN ARC LENGTH OF 67.20 FEET; NORTH 41 DEGREES 44 MINUTES 18 SECONDS EAST 223.72 FEET, NORTHEASTERLY, ALONG A CURVED LINE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 503.18 FEET, AN ARC LENGTH OF 62.31 FEET; NORTH 48 DEGREES 50 MINUTES 01 SECONDS EAST 60.64 FEET; NORTHEASTERLY, ALONG A CURVED LINE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 533.73 FEET, AN ARC LENGTH OF

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65.09 FEET; NORTH 41 DEGREES 50 MINUTES 46 SECONDS EAST 201.86 FEET TO A POINT ON A LINE THAT BEARS SOUTH 48 DEGREES 09 MINUTES 14 SECONDS EAST, SAID LINE BEING PERPENDICULAR TO SAID SOUTHEASTERLY MOST TRACK OF THE WABASH RAILROAD COMPANY, AND BEARS THROUGH THE NORTHWEST CORNER OF THE AFORESAID LAND CONVEYED PER DOCUMENT NUMBER 21929599, SAID NORTHWEST CORNER BEING 1015.82 FEET WEST OF THE EAST LINE AND 483.05 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, THENCE SOUTH 48 DEGREES 09 MINUTES 14 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 90.73 FEET TO SAID NORTHWEST CORNER; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF SAID LAND CONVEYED PER DOCUMENT NUMBER 21929599, THE FOLLOWING THREE COURSES: SOUTH 0 DEGREES 01 MINUTES 19 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, A DISTANCE OF 233.00 FEET; SOUTH 89 DEGREES 32 MINUTES 43 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, A DISTANCE OF 50.00 FEET; SOUTH 0 DEGREES 01 MINUTES 19 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, A DISTANCE OF 200.00 FEET (200.06 FEET MEASURED) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

said premises commonly known as 9850 W. 143rd Street, Orland Park, Illinois.

27-04-417-024 and -026
27-04-500-002-6001 and 6002

SECTION 2: TERM. To have and to hold the Premises for a defined term consisting of twenty-four (24) months commencing on the date of Lessee's sale of the Premises to Lessor and ending at midnight of the date which is the twenty-four (24) months from the date hereof, subject to earlier termination as provided for herein.

SECTION 3: RENTAL. Lessee shall pay to Lessor no rental or possession/occupancy charge except for such charges hereinafter set forth.

SECTION 4: REAL ESTATE TAXES. Lessee shall be liable for and shall pay all real property taxes levied or assessed against the Demised Premises before they become delinquent. Lessee shall be liable for and shall promptly pay any special assessments or any special service area taxes levied or assessed against the Demised Premises during the term hereof. Lessee shall, within

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thirty (30) days of the due date for any such real property taxes furnish Lessor with true and correct copies of receipts or other evidence of payment of said real property taxes, as well as true and correct copies of receipts or other evidence of payment of special assessments or special service area taxes.

SECTION 5: USE AND OPERATION.

Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities and any fire insurance rating organization, and any similar bodies having jurisdiction thereof, Lessee covenants and agrees that it shall use the premises solely for manufacture, sale and delivery of redi-mix concrete and for no other purpose whatever.

SECTION 6: INSURANCE. Lessee shall indemnify and save harmless the Lessor against any liabilities or claims for bodily injury or damage to persons or property caused by any signs erected by Lessee about said premises, or caused by any other acts done or omitted to be done by Lessee or its agents or servants in or about the Premises. Lessee agrees to obtain from a responsible insurance company, or companies, acceptable to Lessor, at its expense, public liability insurance in an amount not less than \$8,000,000.00 for injury or damage to any one person, and \$8,000,000.00 with respect to any one accident and \$1,000,000.00 property damage with respect to any one accident. Lessor shall have the right to obtain such insurance upon the failure of Lessee to do so, and to charge the cost thereof to Lessee, who shall reimburse Lessor for such cost within thirty (30) days after receipt of Lessor's invoice for such cost. A certificate as to the said policy or policies of insurance, naming Lessor as an additional insured, shall be deposited with Lessor, and such certificate shall provide that said insurance may not be canceled without at least 30 days prior Notice to Lessor. Each of the parties hereto hereby waives, releases and discharges the other party of and from all right of recovery

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against the other party by subrogation or otherwise, or any loss or damage of the Demised Premises or contents thereof wherein the parties are protected from such loss or damage by insurance.

SECTION 7: NON-LIABILITY OF LESSOR. Lessor shall not be liable to Lessee for any injury or damage to it or its property on the Demised Premises occasioned by fire or other casualty, by leaking water, or by any defect in the Demised Premises, except when caused through the negligence of Lessor, its agents or servants.

SECTION 8: FIRE OR OTHER CASUALTY. In the event the Demised Premises are substantially damaged by fire or other casualty, this Lease shall terminate (except for Lessee's continuing obligations to Lessor pursuant to Sections 4, 7, 11, 12, 14 and 17 hereof) and Lessee's occupancy thereof shall cease except as is necessary to comply with the terms and conditions of the Real Estate Sale Contract executed by Lessor and Lessee with respect to the Premises.

SECTION 9: ABANDONMENT BY LESSEE. If the Lessee shall abandon or vacate the Demised Premises, this Lease shall thereupon terminate except for Lessee's continuing obligations to Lessor pursuant to Sections 4, 7, 11, 12 14 and 17 hereof.

SECTION 10: DELIVERY OF POSSESSION UPON TERMINATION. At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, in accordance with the terms and conditions of the Real Estate Sale Contract executed by Lessor and Lessee with respect to the Premises. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessee shall be obligated to Lessor for all damages sustained by Lessor from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall any act in

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apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

SECTION 11: INDEMNITY. Lessee agrees to indemnify and save Lessor harmless from and against any and all claims and demands (except such as result from the negligence of Lessor, or its respective agents, contractors, servants or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted in the Premises or occurring in, on or about the Premises or any part thereof or on the sidewalks adjoining the same, or arising directly or indirectly from any act or omission of Lessee or any concessionaire or sublessee or their respective licensees, servants, agents, employees or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

SECTION 12: DEFAULT. If Lessee shall vacate or abandon the premises or permit the same to remain vacant or unoccupied for a period of thirty (30) days, or of the breach of any covenant in this Lease contained (after thirty (30) days' written notice), Lessee's right to the possession of the premises thereupon shall terminate, with or without any further notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the premises; and if the Lessor so elects, but not otherwise, and with or without any further notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the premises immediately, without the receipt of any further demand, notice to quit or demand for possession of the premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the premises or any part

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thereof, to take possession thereof with process of law, and to expel and to remove Lessee or any other person who may be occupying the premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may repossess itself of the premises as of its former estate, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all further notice of any election made by Lessor hereunder, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, except as shall be required by any statute of this state relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law, during the term of this Lease or any extension thereof. After knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

SECTION 13: REPAIRS, MAINTENANCE AND ALTERATIONS.

A. LESSEE'S MAINTENANCE AND REPAIR OBLIGATIONS: Until all buildings and above-ground structures are to be demolished and removed by Lessee pursuant to the terms and conditions of the Real Estate Sale Contract between Lessor and Lessee, Lessee shall make all necessary repairs to the Demised Premises and shall keep in good order, condition and repair the exterior foundation and roof of the premises, and the plumbing, sewer and utility lines outside of the building in which the premises are located. Lessor shall not be required to make any repairs or perform any maintenance with respect to the Demised Premises, the same being the obligation and

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responsibility solely of Lessee. Lessee shall at its own cost and expense: (1) keep and maintain in good order, condition and repair the Premises, and each and every part thereof (including, without limitation, the repair, maintenance and replacement of any air-conditioning unit(s) and system, any heating unit(s) and system, plumbing and sewage systems inside the building and electrical system); and (2) make all repairs and replacements to any sidewalks and curbs adjacent to the Premises made necessary by any act or omission or negligence of Lessee, any sublessee or concessionaire or their respective employees, agents, licensees, invitees, or contractors, or by the use or occupancy of the Premises; and (3) keep any sidewalks and curbs adjacent to the Premises clean and free from snow, ice, dirt and rubbish.

B. APPROVAL BY LESSOR OF REPAIRS AND ALTERATIONS: If any structural repair, alteration, improvement and/or addition is required or permitted to be performed by Lessee under any provision of this lease, then Lessee shall not commence any such work without first delivering to Lessor a policy or policies of Workers' Compensation, liability and property damage insurance naming Lessor as an additional insured in limits and with cost acceptable to Lessor as well as a completion bond in a form and issued by a surety company acceptable to Lessor. No repair, alteration, improvement and/or addition which shall cost in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, shall be commenced until plans and specifications therefor shall have been submitted to and approved by Lessor. Such work shall then be performed in accordance with such approved plans and specifications. Any work performed by Lessee shall, irrespective of cost, be subject to Lessor's inspection and approval after completion to determine whether the same complies with the requirements set forth in this lease, unless such work shall have been performed by a person theretofore approved of by Lessor.

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SECTION 14: TRADE FIXTURES. Lessee at all times shall have the right to remove trade fixtures, machinery, equipment appurtenances, and other property furnished or installed by Lessee or by Lessor at Lessee's expense, it being understood and agreed that said property shall not become part of the Demised Premises, but shall at all times be and remain the personal property of Lessee, and shall not be subject to any lien created by Lessor; provided however, if any such property is removed by Lessee, such removal shall be done without any damage to the Demised Premises, and in the event of such damage, the same shall be promptly repaired by Lessee; and provided further, if Lessee vacates the Demised Premises, such property shall be removed at or before the time it vacates, and if not so done, Lessee shall be considered as waiving its rights in and to such property.

SECTION 15: EARLY TERMINATION. Lessee may, at its option and upon not less than thirty (30) days prior written notice to Lessor, terminate this Lease prior to the expiration of the defined term, except that Lessee shall remain liable to Lessor for Lessee's continuing obligations pursuant to Sections 4, 7, 11, 12, 14 and 17 hereof, as well as Lessee's obligations pursuant to the Real Estate Sale Contract between Lessor and Lessee with respect to the Premises.

SECTION 16: COVENANT AGAINST LIENS. Lessee shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Lessor in any portion of the Demised Premises. If, because of any act or omission (or alleged act or omission) of Lessee, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Lessor or any portion of the Demised Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Lessee shall, at its own cost and expense, cause same to be discharged of record or bonded within ten (10) days after notice to Lessee of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from

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all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Lessee fails to comply with the foregoing provisions, Lessor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Lessee agrees to reimburse Lessor with interest thereon promptly upon demand. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Lessee for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Demised Premises, at any time from the date hereof until the end of the Demised Term, are hereby charged with notice that they must look exclusively to Lessee to obtain payment for same.

SECTION 17: ACCESS TO PREMISES.

Lessor and its designees shall have the right, without prior notice to enter upon the Premises at all reasonable hours (and in emergencies at all times): (a) to inspect the same, (b) to make repairs, additions or alterations to the Premises or the building on which the same is located (provided Lessee has failed to do so as required herein) or any property owned or controlled by Lessor; and (c) for any lawful purpose. If Lessor makes or causes any repairs to be made pursuant to any applicable provision hereof, Lessor shall not be responsible to Lessee for any loss or damage that may accrue to its stock or business by reason thereof, and the full cost thereof shall be due Lessor from Lessee as additional rent.

SECTION 18: ASSIGNMENT. Lessee shall not sublet the Premises or any part thereof, nor assign, mortgage or otherwise encumber or dispose of this Lease or any interest therein, nor grant any concessions or licenses for the occupancy of the Premises, or any part thereof.

SECTION 19: LESSEE'S ADDITIONAL AGREEMENTS.

A. AFFIRMATIVE OBLIGATIONS. Lessee agrees, at its own cost and expense, to:

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(1) **Keep Premises Clean:** Keep the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

(2) **Keep Premises Attractive:** Maintain the Premises and Lessee's personal property therein as an attractive facility in accordance with the general character of the area wherein the Demised Premises is located.

(3) **Comply With Laws:** Promptly comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters and any organization exercising similar functions affecting the Premises, but this Clause "(3)" shall not be construed to require Lessee to comply with any such laws, ordinances, rules or regulations which require structural changes in the Premises or the building in which the Premises are located unless the same are made necessary by any act or work performed by Lessee or by the nature of Lessee's business, or the manner of operation thereof.

(4) **Pay Taxes:** Pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon the Premises, Lessee's business or upon Lessee's fixtures, furnishings or equipment in the Premises.

(5) **Pay License Fees:** Pay when and as due all license fees, permit fees and charges of a similar nature for the conduct by Lessee or any concessionaire of any business or undertaking authorized hereunder to be conducted in the Premises.

(6) **Rules and Regulations:** Obey and observe (and compel its officers, employees, contractors, licensees, invites, sublessees, concessionaires and all others doing business with

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it, to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the Demised Premises, so long as the same be not discriminatory with respect to Lessee; Lessor shall, except in case of emergency, give Lessee at least five (5) days' notice of the establishment thereof.

B. NEGATIVE OBLIGATIONS. Lessee agrees that it shall not at any time without first obtaining Lessor's consent:

(1) **Not Change Exterior Architecture:** Change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Premises or of the building in which the same are located, or any part thereof.

(2) **No Liens:** Subject any fixtures, furnishings or equipment in or on the Premises which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances.

SECTION 20: UTILITIES. Lessee agrees to pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat and other utilities supplied the Premises (whether prior or during the Demised Term, or subsequent thereto if relating to Lessee's use of the Premises).

SECTION 21: RIGHT TO CURE DEFAULTS. If Lessee shall fail to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then Lessor shall have the right, at its option, to cure such breach of Lessee's expense. Lessee agrees to reimburse Lessor for all costs and expenses incurred as a result thereof together with interest thereon promptly upon demand.

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SECTION 22: BANKRUPTCY-INSOLVENCY. Lessee agrees that if the estate created hereby shall be taken upon execution, attachment or any other process of law, or if Lessee shall be adjudged a bankrupt or insolvent, or any receiver or trustee shall be appointed for the business or property of Lessee and be not discharged within forty-five (45) days, or if Lessee shall make any assignment of its property for the benefit of creditors, or if Lessee shall file a voluntary petition in bankruptcy, or apply for reorganization, composition, extension or other arrangement with its creditors under any federal or state law nor or hereafter enacted, and any such process, assignment, action or proceeding be not vacated or set aside within thirty (30) days thereafter, then each of the foregoing shall be deemed an Event of Default for the purposes of the previous Section 13 and Lessee shall remain liable as provided in said Section 13.

SECTION 23: QUIET ENJOYMENT. Lessor covenants that upon Lessee performing and observing all of Lessee's lease obligations, Lessee may peaceably and quietly have, hold and enjoy the Premises for the Demised Term, subject and subordinate as provided in this Lease.

SECTION 24: RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

SECTION 25: NOTICES. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested, directed, if to Lessee to the Premises or at the address listed on page 1 hereof, and if to Lessor at the address listed on page 1 hereof or such other address as either party may designate by notice from time to time. Each and all of the Rental(s) payable by Lessee to Lessor under any of the provisions of this Lease shall be paid to Lessor.

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If either party shall properly exercise an option or election herein given to terminate this Lease, the Demised Term shall expire and come to an end on the date properly specified in the notice of termination with the same force and effect as if said date had been originally fixed herein as the expiration date of the Demised Term, except for the continuation of Lessee's liability as set forth in any provision hereof for Lessee's liability to Lessor intended to continue following termination of this Lease by lapse of time or otherwise.

SECTION 26: WAIVER. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be construed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

SECTION 27: ENTIRE AGREEMENT. No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provision of this agreement shall be effective unless in writing, signed by the waiving party. Lessee agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall neither be modified except by a writing subscribed by both parties, nor may this Lease be canceled by Lessee except with the written consent of Lessor, unless otherwise specifically provided herein. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. All captions herein are solely for convenience and shall not be given any legal effect.

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Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above set forth.

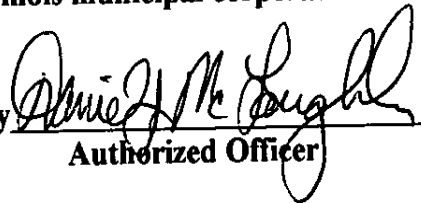
LESSEE:

T. H. DAVIDSON AND COMPANY, INC.
an Illinois corporation

By 
Authorized Officer

LESSOR:

VILLAGE OF ORLAND PARK, an
Illinois municipal corporation

By 
Authorized Officer

THIS DOC. PREPARED BY:
E. KENNETH FRIKER
KLEIN, THORPE & JENKINS, LTD.
20 N. WACKER DR. STE. 1660
CHICAGO, IL 60606

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000479138 OC

STREET ADDRESS: 9850 W. 143RD. STREET

CITY: ORLAND PARK

COUNTY: COOK COUNTY

TAX NUMBER: 27-04-417-026-0000 ; 024° ; 27-04-500-002-6001 ; 6002

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THE PREMISES CONVEYED BY THE DEED FROM NORFOLK AND WESTERN RAILWAY COMPANY (SUCCESSOR TO WABASH RAILROAD COMPANY) TO T. H. DAVIDSON AND COMPANY, INC. RECORDED JULY 14, 1994 AS DOCUMENT NO. 94-628592, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 1065.82 FEET WEST OF THE EAST LINE AND 50.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LAND CONVEYED BY WABASH RAILROAD COMPANY TO I.N.R. BEATTY LUMBER COMPANY PER WARRANTY DEED RECORDED JULY 7, 1972, AS DOCUMENT NO. 21929599; THENCE SOUTH 89 DEGREES, 32 MINUTES, 43 SECONDS WEST (ASSUMED BEARING), ALONG THE NORTH LINE OF 143RD STREET, 485.88 FEET TO A LINE THAT IS 25 FEET SOUTHEASTERLY FROM, AS MEASURED PERPENDICULAR TO THE CENTER LINE OF, THE SOUTHEASTERLYMOST TRACK OF SAID GRANTOR AS SAID TRACK EXISTED ON JANUARY 4, 1994; THENCE NORTHEASTERLY ALONG A LINE THAT IS 25.00 FEET SOUTHEASTERLY FROM, PARALLEL WITH, AND CONCENTRIC WITH THE CENTERLINE OF SAID TRACK, THE FOLLOWING SEVEN COURSES: NORTH 44 DEGREES, 57 MINUTES, 24 SECONDS EAST 3.12 FEET; NORTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1196.34 FEET, AN ARC LENGTH OF 67.20 FEET; NORTH 41 DEGREES, 44 MINUTES, 18 SECONDS EAST 223.72 FEET; NORTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 503.18 FEET, AN ARC LENGTH OF 62.31 FEET; NORTH 48 DEGREES, 50 MINUTES, 01 SECONDS EAST 60.64 FEET; NORTHEASTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 533.73 FEET, AN ARC LENGTH OF 65.09 FEET; AND NORTH 41 DEGREES, 50 MINUTES, 46 SECONDS EAST 201.86 FEET TO A POINT ON A LINE THAT BEARS SOUTH 48 DEGREES, 09 MINUTES, 14 SECONDS EAST, SAID LINE BEING PERPENDICULAR TO THE CENTERLINE OF SAID SOUTHEASTERLYMOST TRACK OF SAID GRANTOR, AND BEARS THROUGH THE NORTHWEST CORNER OF THE AFORESAID LAND CONVEYED PER DOCUMENT NO. 21929599, SAID NORTHWEST CORNER BEING 1015.82 FEET WEST OF THE EAST LINE AND 483.05 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 4; THENCE SOUTH 48 DEGREES, 09 MINUTES, 14 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 90.73 FEET TO SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LAND CONVEYED PER DOCUMENT NO. 21929599, THE FOLLOWING THREE COURSES: SOUTH 00 DEGREES, 01 MINUTES, 19 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, A DISTANCE OF 233.00 FEET; SOUTH 89 DEGREES, 32 MINUTES, 43 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, A DISTANCE OF 50.00 FEET; AND SOUTH 0 DEGREES, 01 MINUTES, 19 SECONDS EAST, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 4, A DISTANCE OF 200.00 FEET (200.06 FEET MEASURED) TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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