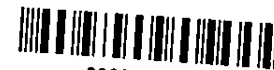


This Document Prepared by  
and after Recording Return to:

Schwartz, Cooper, Greenberger  
& Krauss, Chartered  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601  
Attn: Gary P. Segal, Esq.

Box 341



0020932399

*This space reserved for Recorder's use only*

**CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT**

**THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT** (this "Agreement") is made and entered into as of this 21<sup>st</sup> day of August, 2002, by and between **CMC HEARTLAND PARTNERS III, LLC**, a Delaware limited liability company, whose mailing address is 330 N Jefferson Street, Chicago, Illinois 60661 ("CMC III"), **CMC HEARTLAND PARTNERS IV, LLC**, a Delaware limited liability company, whose mailing address is 330 N Jefferson Street, Chicago, Illinois 60661 ("CMC IV"), **HEARTLAND PARTNERS, L.P.**, a Delaware limited partnership ("Guarantor") and **BANK ONE, ILLINOIS, NA**, a national banking association, whose mailing address is 1 Bank One Plaza, Chicago, IL 60670, Mail code, WI1-2071 (the "Bank").

**RECITALS:**

A. Lender has previously made certain loans to CMC III (collectively, the "Kinzie Station Loans") pursuant to that certain Construction Loan Agreement dated as of October 20, 1999 by and between CMC III and Lender, as amended by (i) that certain First Amendment of Construction Loan Agreement, Notes and Other Loan Documents dated as of January 2, 2000 (the "First Amendment") by and between CMC III and Lender, (ii) that certain Second Amendment of Construction Loan Agreement, Mortgage, Notes and Other Loan Documents dated as of February 23, 2001 (the "Second Amendment") by and between CMC III and Lender, (iii) that certain Modification Agreement dated as of February 23, 2002 (the "Third Amendment") by and between CMC III and Lender, and (iv) that certain Fourth Amendment of Construction Loan Agreement, Mortgage, Notes and Other Loan Documents dated as of June 23, 2002 (the "Fourth Amendment") by and between CMC III and Lender (as amended, restated, modified or supplemented from time to time and in effect, collectively, the "Loan Agreement").

B. The Kinzie Station Loans are secured by, among other things, the following documents:

(i) That certain Mortgage dated as of October 20, 1999 made by CMC III in favor of Lender and recorded in the Real Estate Records of Cook County, Illinois (the "Recorder") on October 21, 1999, as Document No. 99992384 (the "First Kinzie Station Mortgage"), as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment;

(ii) That certain Assignment of Rents and Leases dated as of October 20, 1999 made by CMC III in favor of Lender and recorded in the office of the Recorder on October 21, 1999, as Document No. 99992618, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment;

(iii) That certain Security Agreement dated as of October 20, 1999 made by CMC III, as Debtor, to Lender, as Secured Party, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment;

(iv) That certain Environmental Indemnity Agreement dated as of October 20, 1999 made by CMC III for the benefit of Lender, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment;

(v) That certain Guaranty dated as of February 23, 2001 made by Guarantor for the benefit of Lender; and

(vi) That certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of February 23, 2002 made by CMC III in favor of Lender and recorded in the office of the Recorder on May 23, 2002, as Document No. 002059036 (the "Second Kinzie Station Mortgage").

The Loan Agreement, the aforesaid documents and all of the other documents or agreements delivered to Lender to secure or evidence the Kinzie Station Loans or to otherwise induce Lender to disburse the proceeds of the Kinzie Station Loans are hereinafter referred to collectively as the "Kinzie Station Loan Documents". The First Kinzie Station Mortgage and the Second Kinzie Station Mortgage (collectively, referred to as the "Kinzie Station Morgages") currently encumber certain premises located in Chicago, Illinois and legally described on Exhibit A attached hereto (the "Kinzie Station Premises").

C. Concurrently herewith, Lender is making a certain term loan (the "Fife Loan") to CMC IV in the original principal amount of \$4,000,000. The Fife Loan is evidenced by a certain Note dated as of the date hereof executed by CMC IV and payable to the order of Lender in the original principal amount of \$4,000,000 (the "Fife Note"). The Fife Note is guaranteed by Guarantor pursuant to the terms of a certain Guaranty dated as of the date hereof (the "Fife Guaranty") and is secured by, among other things, (i) a certain Deed of Trust, Security Agreement and Fixture Filing dated as of the date hereof made by CMC IV to CHICAGO TITLE INSURANCE COMPANY for the benefit of Lender and to be recorded in the Office of the Recorder of Deeds of Pierce County, Washington (the "Fife Deed of Trust") encumbering certain premises located in Fife, Washington and legally described on Exhibit B attached hereto (the "Fife Premises") and (ii) certain other Loan Documents, all of which, as defined and described in

the Fife Note, together with the Fife Deed of Trust, are herein collectively referred to as the "Fife Loan Documents."

D. In order to induce Lender to make the Fife Loan, CMC III has agreed to amend the Kinzie Station Mortgages, and to cause (i) the Fife Loan to be collateralized by the Kinzie Station Loan Documents, (ii) the Kinzie Station Loans to be collateralized by the Fife Loan Documents, and (iii) the Fife Loan and the Kinzie Station Loans to be cross-defaulted, on the terms and conditions more particularly provided in this Agreement.

NOW, THEREFORE, in order to induce Lender to make the Fife Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated by this reference herein and made a part hereof.

2. **Amendment of the Kinzie Station Mortgages.** Lender, CMC III, CMC IV and Guarantor hereby agree that the legal description of the premises encumbered pursuant to the Kinzie Station Mortgages be and the same hereby is amended by adding thereto the legal description of the Fife Premises set forth on Exhibit B attached to this Agreement; and CMC IV hereby irrevocably GRANTS, TRANSFERS, ASSIGNS and CONVEYS to CHICAGO TITLE INSURANCE COMPANY, as trustee, IN TRUST, WITH POWER OF SALE for the benefit of Lender and its successors and assigns, as additional security for the Kinzie Station Loans, the Fife Premises as described on said Exhibit B and as described and defined in the Fife Deed of Trust (subject and subordinate only to the first and prior lien of Lender under the Fife Deed of Trust and such other exceptions as are permitted under the terms of the Fife Loan Documents), on the terms, provisions and conditions contained in the Fife Deed of Trust. CMC IV hereby releases and waives, to the fullest extent permitted by law, any and all rights of reinstatement and redemption provided in the foreclosure law or power of sale law in effect in the State of Washington.

3. **Amendment of Fife Deed of Trust.** Lender, CMC III, CMC IV and Guarantor hereby agree that the legal description of the premises encumbered pursuant to the Fife Deed of Trust be and the same hereby is amended by adding thereto the legal description of the Kinzie Station Premises set forth on Exhibit A attached to this Agreement; and CMC III hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender and its successors and assigns, as additional security for the Fife Loan, the Kinzie Station Premises as described in said Exhibit A and as described and defined in the Kinzie Station Mortgages (subject and subordinate only to the first and prior lien of Lender under the Kinzie Station Mortgages and such other exceptions as are permitted under the terms of the Kinzie Station Loan Documents), on the terms, provisions and conditions contained in the Kinzie Station Mortgages. CMC III hereby releases and waives, to the fullest extent permitted by law, any and all rights of reinstatement and redemption provided in the foreclosure law in effect in the State of Illinois.

4. **Additional Collateral for the Kinzie Station Loans.** CMC IV hereby grants to Lender as additional security for the Kinzie Station Loans, all of the security interests granted to

Lender under the Fife Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Fife Loan Documents.

5. **Additional Collateral for Fife Loan.** CMC III hereby grants to Lender as additional security for the Fife Loan, all of the security interests granted to Lender under the Kinzie Station Loan Documents, subject and subordinate only to the first and prior lien of Lender under the Kinzie Station Loans Documents.

6. **Cross-Defaults: Integration of Loan Documents.**

(a) Any Event of Default under any of the Kinzie Station Mortgages or any of the other Kinzie Station Loan Documents shall, at Lender's election, be deemed an Event of Default under the Fife Note, the Fife Deed of Trust and the other Fife Loan Documents.

(b) Any Event of Default under any of the Fife Note, the Fife Deed of Trust or any of the other Fife Loan Documents shall, at Lender's election, be deemed an Event of Default under the Kinzie Station Mortgages and the other Kinzie Station Loan Documents.

(c) It is the intention of the parties that the cross-collateralization arrangements provided for in this Agreement shall be subject and subordinate to the existing security interests of Lender in the Kinzie Station Premises and the Fife Premises, and that nothing herein shall be deemed to merge the Kinzie Station Loans or the Kinzie Station Loan Documents with the Fife Loan or the Fife Loan Documents. Notwithstanding the foregoing, the parties intend that, in the event that either of the Kinzie Station Loans or the Fife Loan shall be retired prior to the retirement of the other loan, the lien of Kinzie Station Mortgages or the Fife Deed of Trust, as applicable, and all other security interests securing the remaining loan shall continue in full force and effect and shall advance in priority.

7. **Confirmatory Documents.** CMC III, CMC IV and Guarantor each hereby covenants and agrees that it shall execute such confirmatory documents as Lender may reasonably request in order to implement the purpose and intent of this Agreement.

8. **Continuing Effectiveness.** Except as expressly provided herein, the Kinzie Station Loan Documents and the Fife Loan Documents, shall remain in full force and effect in accordance with their respective terms.

9. **Governing Law.** Except with respect to the creation, perfection, priority and enforcement of the liens and security interests created hereby, which shall be construed in accordance with and governed by the laws of the applicable state, the validity and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Counterparts.** This Agreement may be executed in counterparts, and all said counterparts when taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and date first above written.

**CMC HEARTLAND PARTNERS III, LLC,**  
a Delaware limited liability company

**CMC HEARTLAND PARTNERS IV, LLC,**  
a Delaware limited liability company

By: CMC Heartland Partners, a Delaware general partnership, the sole member of Borrower.

By: CMC Heartland Partners, a Delaware general partnership, the sole member of Borrower.

By: HTI Interests, LLC, a Delaware limited liability company as its managing partner

By: HTI Interests, LLC, a Delaware limited liability company as its managing partner

By: Zedl  
Title: Manager  
Attest: Richard P. Brandstatter  
Title: Secretary

By: Zedl  
Title: Manager  
Attest: Richard P. Brandstatter  
Title: Secretary

**HEARTLAND PARTNERS, L.P.**

**BANK ONE, ILLINOIS, NA**

By: HTI Interests, LLC, a Delaware limited liability company as its managing partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Zedl  
Title: Manager  
Attest: Richard P. Brandstatter  
Title: Secretary

Cook County Clerk's Office





STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Patricia Johnson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. S. Adelson and R. P. Brandstatter of HTI Interests LLC, who are personally known to me to be the same persons whose name 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 HTI Interests LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of August, 2002

*Patricia Johnson*  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, Patricia Johnson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. S. Adelson and R. P. Brandstatter of HTI Interests LLC, who are personally known to me to be the same persons whose name 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 HTI Interests LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of August, 2002

*Patricia Johnson*  
NOTARY PUBLIC

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )



I, Patricia Johnson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that L. S. Adelson and R. P. Brandstatter of HTI Interests LLC, who are personally known to me to be the same persons whose name 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 HTI Interests LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of August, 2002

*Patricia Johnson*  
NOTARY PUBLIC




UNOFFICIAL COPY 0020032399

STATE OF ~~WISCONSIN~~ ILLINOIS )  
Milwaukee ) SS  
COUNTY OF ~~COOK~~ )

I, Vicki L. Vogel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald J Pafford, the Vice Pres. of Bank One, Illinois, NA, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

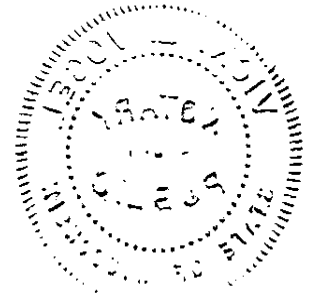
  
\_\_\_\_\_  
Notary Public  
my commission expires 10/17/04

Property of Cook County Clerk's Office



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Exhibit A

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## Parcel 9:

Lots 1 to 14, both inclusive, in Block 61 in Canal Trustees' Subdivision of Lots and Blocks in the original town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, excepting therefrom the interest accruing to said lots in and to vacated Carroll Avenue North and adjoining said lots and also excepting therefrom that part thereof conveyed to the North Suburban Mass Transit, a municipal corporation of Illinois, by Deed recorded March 5, 1976 as document number 23408724, as corrected by Deed recorded November 14, 1978 as document number 24716776, described as follows:

Beginning at the Northeast corner of said Lot 1, and running thence West along the North line of said Lots 1 to 14, both inclusive, a distance of 403.77 feet; thence Easterly along the arc of a circle, convex to the South and having a radius of 1156.98 feet, a distance of 32.61 feet to a point which is 2.13 feet, measured perpendicularly, South from the North line of said Block 61; thence Eastwardly along the arc of a circle which is convex to the South, has a radius of 3635.57 feet and tangent to the last described course, a distance of 186.57 feet to a point which is 6.94 feet, measured perpendicularly South from said North line of Block 61; thence Eastwardly along a straight line, tangent to the last described course, distance of 184.78 feet to a point on the East line of said Lot 1 which is 6.95 feet, measured along said East line, South from the Northeast corner of said Lot 1, and thence North along said East line of Lot 1, a distance of 6.95 feet to the point of beginning of the parcel herein excepted, in Cook County, Illinois.

## Parcel 10:

Lots 1 to 11, both inclusive, in Block 62 in Canal Trustees' Subdivision of lots and blocks in the original town of Chicago in the Southwest 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, excepting therefrom the interest accruing to said lots in and to vacated Carroll Avenue North and adjoining said lots and also excepting therefrom that part thereof conveyed to the North Suburban Mass Transit, a municipal corporation of Illinois, by Deed recorded March 5, 1976 as document number 23408724, as corrected by Deed recorded November 14, 1978 as document number 24716776, described as follows:

Beginning at the Northwest corner of said Lot 11, and running thence South along the West line of said Lot 11, a distance of 6.96 feet; thence East along a straight line a distance of 317.52 feet to a point on the East line of said Lot 1, which is 6.98 feet South from the Northeast corner of said Lot 1; thence North along said East line of Lot 1 said distance of 6.98 feet to the Northeast corner of said Lot 1, and thence West along the North line of said Lots 1 to 11, both inclusive, a distance of 317.51 feet to the point of beginning of the parcel herein excepted, in Cook County, Illinois.

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## Parcel 11B (Amended):

Lots 1 to 11, both inclusive, in Block 11 in Canal Trustees' Subdivision of Lots and Blocks in the original Town of Chicago in the Southwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, excepting therefrom the interest accruing to said Lots in and to vacated Carroll Avenue North and adjoining said Lots and also excepting therefrom that part thereof conveyed to the North Suburban Mass Transit, a municipal corporation of Illinois by Deed recorded March 5, 1976 as document number 23408724, as corrected by Deed recorded November 14, 1978 as document number 24716776, described as follows: beginning at the Northwest corner of said Lot 11, and running thence South along the West line of said Lot 11, a distance of 6.99 feet; thence East along a straight line (which if extended will intersect the East line of said Lot 1 at a point 7.02 feet South from the Northeast corner of said Lot 1, a distance of 301.18 feet to an intersection with the Southwesterly line of North Milwaukee Avenue; thence Northwestwardly along said Southwesterly line of North Milwaukee Avenue, a distance of 9.83 feet to an intersection with the North line of said Lot 1; and thence West along the North line of said Lots 1 to 11, both inclusive, distance of 294.34 feet to the point of beginning, of the parcel herein excepted; and also excepting therefrom that part of the land lying West of a line drawn 125 feet East of and parallel with the West line of said Lot 11, in Cook County, Illinois.

## Also described as:

Unit C305, C310, C315, 401 through 409, 501 through 509, 601 through 609, 701 through 709, 801 through 809, 901 through 908, 1001 through 1008, 1101 through 1108, 1201 through 1208, 1301 through 1308, 1401 through 1408, 1501 through 1508, 1601 through 1608, 1701 through 1708, 1801 through 1808, 1901 through 1908, 2001 through 2007, 2101 through 2108, 2201 through 2204, 2206 through 2208, 2301 through 2306 in Kinzie Station Condominium as delineated and defined on the plat of survey of the following described parcel of real estate:

That part of Lots 1 to 11, both inclusive, in Block 11 in Canal Trustee's Subdivision of Lots and Blocks in the Original Town of Chicago in the Southwest Quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 31, 1848 and re-recorded September 24, 1877 as document number 151607, in Cook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded May 10, 2000 as document number 00332543, and as amended from time to time, together with its undivided percentage interest in the common elements.

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**Parcel 11C:**

**Easement for Ingress and Egress for the non-exclusive benefit of Parcel 1 described above as created by the Declaration of Easements, Covenants and Restrictions dated October 21, 1999 as document number 99992382 over the land described therein.**

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## EXHIBIT B

0020932399

A TRACT OF LAND IN SECTIONS 7 AND 18, TOWNSHIP 20 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18;  
THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 18 A DISTANCE OF 25 FEET TO A POINT ON THE EAST LINE OF 54TH AVENUE EAST BEING THE POINT OF BEGINNING;  
THENCE SOUTH 1°28'14" WEST ALONG SAID EAST LINE 650.88 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO HERMAN E. OLSON AND ANNA B. OLSON, HUSBAND AND WIFE, BY DEED RECORDED UNDER RECORDING NUMBER 1477831;  
THENCE ALONG THE NORTH LINE THEREOF;  
THENCE SOUTH 86°49'22" EAST, 497.83 FEET;  
THENCE SOUTH 1°23'14" WEST, 350.00 FEET;  
THENCE SOUTH 86°49'22" EAST, 60.00 FEET;  
THENCE SOUTH 64°52'22" EAST, 330.54 FEET;  
THENCE SOUTH 86°49'22" EAST, 88.27 FEET;  
THENCE SOUTH 1°23'14" WEST, 100.00 FEET TO A POINT 936.2 FEET EAST OF THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SAID SECTION 18;  
THENCE SOUTH 86°49'22" EAST, 1521.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SAID SECTION 18, ALSO BEING THE NORTHWEST CORNER OF GOVERNMENT LOT 8, SAID SECTION 18;  
THENCE ON THE WEST LINE OF SAID LOT SOUTH 4°17'03" WEST, 167.86 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8;  
THENCE ALONG THE SOUTH LINE OF SAID LOT, SOUTH 86°19'23" EAST, 151.33 FEET TO A POINT ON THE EAST LINE OF THE OLD PUYALLUP RIVER;  
THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;  
THENCE SOUTH 87°03'18" EAST, 277.50 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO J.L. STOLL UNDER RECORDING NUMBER 394779;  
THENCE ALONG THE EAST LINE THEREOF SOUTH 3°26'33" EAST, 28.92 FEET;  
THENCE SOUTH 68°24'45" EAST, 215.79 FEET;  
THENCE SOUTH 46°41'22" EAST, 300.95 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO JOSEPH DEAN BY DEED RECORDED UNDER RECORDING NUMBER 317869;  
THENCE ALONG SAID NORTH LINE SOUTH 86°53'18" EAST, 950.88 FEET TO A POINT ON THE WEST LINE OF 70TH AVENUE EAST;  
THENCE NORTH 1°49'47" EAST, 329.91 FEET ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;  
THENCE CONTINUING ALONG SAID WEST LINE NORTH 1°51'58" EAST, 1081.01 FEET TO A POINT 257 FEET SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;  
THENCE NORTH 87°59'32" WEST, 508.18 FEET TO THE CENTER LINE OF WAPATO CREEK;  
THENCE NORTH 3°59'52" EAST, ALONG SAID CENTER LINE, 240.64 FEET TO THE NORTH

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EXHIBIT B (continued)

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LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18;  
THENCE ALONG THE NORTH LINE THEREOF SOUTH 87°59'32" EAST, 347.03 FEET TO A  
LINE PARALLEL WITH AND 16 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE  
UNION PACIFIC RAILROAD FORMERLY THE CHICAGO MILWAUKEE ST. PAUL AND PACIFIC  
RAILWAY COMPANY RIGHT OF WAY AS DESCRIBED IN DEEDS RECORDED UNDER RECORDING  
NUMBERS 209280 AND 211931;  
THENCE SOUTH 66°35'35" EAST, 163.68 FEET TO A POINT ON THE WEST LINE OF 70TH  
AVENUE EAST;  
THENCE NORTH 1°51'58" EAST ALONG THE WEST LINE TO A POINT ON THE  
SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, AS GRANTED IN  
INSTRUMENTS RECORDED UNDER RECORDING NUMBERS 215901 AND 217670;  
THENCE NORTH 66°35'35" WEST, 2651.96 FEET ALONG SAID RIGHT OF WAY LINE TO A  
POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18;  
THENCE SOUTH 2°19'47" WEST, 17.15 FEET ALONG SAID WEST LINE TO THE  
SOUTHWESTERLY LINE CONVEYED AND DEDICATED TO PIERCE COUNTY FOR USE OF THE  
PUBLIC AS A COUNTY ROAD BY DEED RECORDED UNDER RECORDING NUMBER 962166;  
THENCE NORTH 66°35'35" WEST, ALONG SAID COUNTY ROAD 965.60 FEET;  
THENCE NORTH 2°13'31" EAST, 17.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT  
OF WAY LINE OF SAID RAILROAD AS DESCRIBED UNDER RECORDING NUMBER 212477;  
THENCE NORTH 66°35'35" WEST, 46.23 FEET ALONG SAID RIGHT OF WAY LINE TO A  
POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18;  
THENCE NORTH 87°42'31" WEST, 270.87 FEET TO THE SOUTHEAST CORNER OF  
GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE  
WILLAMETTE MERIDIAN;  
THENCE NORTH 86°26'07" WEST, 16.00 FEET;  
THENCE NORTH 1°15'15" EAST, 117.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT  
OF WAY LINE OF THE UNION PACIFIC RAILROAD AS DESCRIBED IN INSTRUMENT RECORDED  
UNDER RECORDING NUMBER 211932;  
THENCE NORTH 66°35'35" WEST, 1296.07 FEET ALONG SAID RIGHT OF WAY LINE ON THE  
EAST LINE OF 54TH AVENUE EAST;  
THENCE SOUTH 1°48'42" WEST, 578.90 FEET ALONG SAID EAST LINE TO THE POINT OF  
BEGINNING.